

CATHOLIC CEMETERIES & FUNERAL SERVICES
ARCHDIOCESE OF TORONTO

OPERATING BY-LAWS



FAITH | COMPASSION | TRADITION



CATHOLIC CEMETERIES
&
FUNERAL SERVICES
ARCHDIOCESE OF TORONTO

MISSION STATEMENT

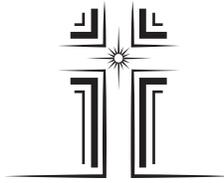
At Catholic Cemeteries & Funeral Services - Archdiocese of Toronto
we are committed to providing:

Compassionate Care of our families and friends before,
during and after the burial of a loved one

Cemeteries, for the sacred religious function of burial
and to preserving these resting places as a symbol of our Catholic Faith

Funeral Services, within a Catholic environment,
according to The Order of Christian Funerals





CATHOLIC & CEMETERIES
FUNERAL SERVICES
ARCHDIOCESE OF TORONTO

Phone: (416) 733-8544 Fax: (416) 733-9944
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Administering:

Assumption Catholic Cemetery & Funeral Home, Mississauga
Christ the King Catholic Cemetery & Reception Centre, Markham
Holy Cross Catholic Cemetery & Funeral Home, Thornhill
Mount Hope Catholic Cemetery, Toronto
Mount Peace Catholic Cemetery, Mississauga
Our Lady of Victory Catholic Cemetery, Scarborough
Queen of Heaven Catholic Cemetery & Funeral Home, Woodbridge
Queen of Clergy Catholic Cemetery, Scarborough
Resurrection Catholic Cemetery, Whitby
St. Francis De Sales Catholic Cemetery, Ajax
St. Gregory's Catholic Cemetery, Oshawa
St. John the Evangelist Catholic Cemetery, Whitby
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St. Luke's Catholic Cemetery, Thornhill
St. Mary's Catholic Cemetery, Barrie
St. Mary's Catholic Cemetery, Brampton
St. Mary's Catholic Cemetery, Port Credit
St. Michael's Catholic Cemetery, Toronto
St. Patrick's Catholic Cemetery, Markham
St. Wilfred's Catholic Cemetery, Ajax

OPERATING BY-LAWS

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TABLE OF CONTENTS

	PAGE
I INTRODUCTION	4
II FOREWORD	5
1. PURPOSE OF A CEMETERY	6
2. DEFINITIONS.....	7
3. GENERAL	10
I CARE AND MAINTENANCE FUND	10
II CARE AND MAINTENANCE OF LOTS	11
III CARE AND MAINTENANCE OF MARKERS.....	11
IV SPECIAL CARE.....	11
V GRADING AND IMPROVEMENTS	11
VI FLOWERS	12
4. USE OF CEMETERY.....	13
I EMPLOYEES	14
5. INSTRUCTIONS TO INTERMENT RIGHTS HOLDERS	15
6. ARRANGEMENT FOR INTERMENTS.....	17
I CONTAGIOUS DISEASES	18
II CASKETS OR OUTER CONTAINERS	19
III SIZES OF CASKETS AND OUTER CONTAINERS	19
IV DISINTERMENTS	20
V STORAGE REGULATIONS	20
7. MAUSOLEUM & COLUMBARIUM	21
8. CREMATORIUM	24
9. CHAPEL & RECEPTION HALL.....	26
I CHAPEL.....	26
II RECEPTION HALL	26
10.MEMORIALIZATION	28
I GENERAL	28
II BRONZE MARKERS	29
III GRANITE MARKERS.....	30
IV UPRIGHT MONUMENTS	30
11.SHARED MONUMENT LOTS.....	34
12.OUTSIDE CONTRACTORS	35
13.CORRECTION OF ERRORS	36
14.LOSS OR DAMAGE	37
15.RIGHT TO RESURVEY	38
16.EFFECTIVE DATE	39

I INTRODUCTION

Ever since the Sacred Body of our Crucified Saviour was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ in an atmosphere of deep Christian faith and profound reverence. In the Funeral Mass and burial prayers, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the body, the Communion of Saints and Life Everlasting; but as a further seal and symbol of that faith she sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

In the very earliest days, Mother Church found it necessary to make By-Laws which would protect the sacred places and relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty or bring dishonour to the dead.

To ensure the sacred character of those Cemeteries owned by Catholic Cemeteries & Funeral Services – Archdiocese of Toronto, in accord with the mind and traditional practices of the Church, and to establish and maintain good order, the following By-Laws are in effect. Catholic Cemeteries & Funeral Services – Archdiocese of Toronto is operated solely for the benefit of the Catholic public in association with and under the patronage of the Archbishop of Toronto.

For the protection and benefit of the Interment Rights Holders in the Cemeteries of the Archdiocese of Toronto, Catholic Cemeteries & Funeral Services – Archdiocese of Toronto hereby adopts the following By-Laws. All Interment Rights Holders and persons within any Cemetery, and all lots, shall be subject to the said By-Laws and such amendments or alterations thereof or additions thereto as shall be adopted by Catholic Cemeteries & Funeral Services – Archdiocese of Toronto from time to time; and reference to these By-Laws in the document granting the right of interment shall have the same force and effect as if set forth in full therein.

II FOREWORD

The word Cemetery recalls our faith in Christ, and reveals His promises. It means the sleeping place. Hence, Catholics revere the Cemetery, and are particularly solicitous that it be well kept and protected from desecration.

At the time of the solemn blessing of the graves in St. Mary's Cemetery, in Minneapolis, Archbishop Ireland expressed the Catholic viewpoint when he said:

“Next to the Church, the tabernacle of the living God, is the Cemetery, the earthly home of the departed –God’s Acre, as Catholic piety was once used to call it –it is the most sacred of places. There God is vividly present, in the nothingness of time, in the awful reality of eternity. The lesson is striking – time and the things of time are passing shadows: only eternity and the things of eternity have value. There our relatives and friends are at sleep, awaiting the morning of the Resurrection: their memories meanwhile thrilling us with hope in God’s love, if we are faithful to His laws, with dread of his judgments if we dare betray Him. There, too, we are put into sweet communings with the loved ones who have gone away, bidden there as we are in manner most effective to offer prayer and supplication for them, and bidden, too, to invoke in our favour their intercession before the throne of grace. Nowhere, outside the Church, are we put into such close converse with God and the other world as we are in the Cemetery. Oft should we go thither to recreate in ourselves the thoughts of God and of eternity, to pay the tribute of love and reverence to the dead whom we mourn, to pray for the eternal repose of their souls? And because of the sacredness of the Cemetery and of the blessed memories it invokes, we should be anxious to bestow upon it the care of love and see that the graves holding the mortal remains of our loved ones bespeak our enduring remembrance for them. Why should we forget our loved ones once the graves are open to receive them? Why not often kneel where they lie, speak with them as of old, hearken to their counsels, offer in their behalf our tribute to prayer?”

1. PURPOSE OF A CEMETERY

The Cemeteries are intended for the funeral and interment of Catholics who are entitled to Christian burial according to the rules and disciplines of the Church, and no Interment Rights Holder or other person shall have any right beyond those granted or conferred by these By-Laws. The funeral and interment of non-Catholic members of a Catholic family will be permitted under certain conditions, as the Church does not wish to separate in death those who were united in life, but such funerals and interments shall in each instance conform to then current Archdiocesan Norms.

2. DEFINITIONS

In these By-Laws the following words and phrases shall have the meanings set forth opposite each of them respectively. Any word or phrase appearing in the By-Laws which is not defined in this section, but which is defined in the Act, shall have the meaning set out in the Act.

ACT – Funeral, Burial and Cremation Services Act, 2002, SO 2002, Chap. 33, and any Regulations promulgated thereunder, as from time to time amended, replaced or superseded.

APPLICANT –(a) for the purpose of Section 8 of this By-Law; (i) in the case of a cremation of human remains for interment in the Cemetery, the Interment Rights Holder or the Personal Representative of the Interment Rights Holder; or (ii) in the case of the provision of cremation services in respect of human remains which are not intended for interment in the Cemetery, the Estate Trustee of the deceased or, in the absolute discretion of the Owner, where there is no Estate Trustee and circumstances dictate, the next of kin of the deceased; and (b) for the purposes of Section 9ii of this By-Law such person or persons who have signed an agreement with the Owner for rental and use of the Reception Hall.

BURIAL PERMIT – a permit issued by the Division Registrar, as defined in the Vital Statistics Act, RSO 1990, c.V.4.

BY-LAWS –the rules and regulations that govern the operation of the Cemetery, made pursuant to the Act, and separate and distinct from the Owner's Corporate By-Laws.

CARE AND MAINTENANCE –the preservation, improvement and upkeep in a proper manner of a Cemetery, plot, lot, marker, mausoleum, columbarium or any particular part thereof.

CARE AND MAINTENANCE FUND – a trust fund established by the Owner under the Act from funds received from the sale of interment rights, markers, or marker installations for the purpose of generating income for the Care and Maintenance of the Cemetery, graves, plots, lots, markers, mausoleums and columbariums.

CARE AND MAINTENANCE OF MARKERS – the maintenance of all markers to ensure the safety of the public.

CEMETERY – a parcel of the land owned by the Owner and established as a cemetery under the Act to provide for the funeral and interment of human remains, and shall extend to and include mausoleums, columbariums, funeral homes or other structures intended for interments, entombments or funerals; and **CEMETERIES** means all such parcels of land owned by the Owner.

CHAPEL –a designated place within a Cemetery building intended for divine worship.

CHURCH –the Universal Church, or if it pertains to a local circumstance, then it refers to the Archdiocese of Toronto.

COLUMBARIUM –an above ground structure designed for the purpose of interring cremated human remains in niches or compartments.

CONCRETE VAULT –an outer container constructed of concrete that encloses a casket or urn within the ground.

CREMATED REMAINS – that which is left after a body is cremated.

CREMATORIUM – a building that is fitted with mechanical equipment for the purpose of cremating human remains and approved or established as a crematorium under the Act.

CRYPT – a compartment within a mausoleum or a lawn crypt designed for the entombment of human remains.

DOUBLE MONUMENT LOT – a two grave lot permitting an upright monument, which may contain a maximum of four interments. In certain designated areas where only two interments are permitted, a notation will be made on the Interment Rights Certificate.

ENTOMBMENT – the interment of human remains above ground in a crypt or niche.

GRAVE – a space of ground in the Cemetery used or intended to be used for the burial of human remains.

FLAT MARKER – a marker made of granite or bronze set flush with the ground.

FUNERAL DIRECTOR – a person licensed as a Funeral Director under the Act.

INSCRIPTION RIGHTS – the right to inscribe on a marker, monument, niche or crypt.

INTER – the act of burial of human remains which includes the placing of human remains in a grave, lot or plot or in a crypt or compartment in a mausoleum and the placing of cremated human remains in a niche or compartment in a columbarium.

INTERMENT – burial of human remains.

INTERMENT RIGHTS – includes the right to require or direct the interment of human remains in a grave, lot, plot, crypt or niche.

INTERMENT RIGHTS HOLDER – a person shown on the records of the Owner and on the Interment Rights Certificate issued by the Owner as the holder of the interment rights with respect to a grave, lot, plot, crypt or niche and who may or may not be the purchaser of such interment rights or of any related Cemetery supplies or services.

LAWN CRYPT – an above ground small-scale structure designed or used as a place for the interment of human remains in crypts or compartments.

LOT – an area of land within a Cemetery for interment of one or more human remains and which may contain one or more graves.

MARKER – any monument, tombstone, plaque, headstone, memorial, cornerstone or other structure or ornament affixed to or intended to be affixed to a grave, lot, plot, crypt or niche or other structure or place intended for the burial of human remains.

MAUSOLEUM – an above ground building or structure other than a lawn crypt or columbarium designed or used as a place for the interment of human remains in crypts or compartments.

MONUMENT – a granite structure projecting above the ground that includes both the die-stone and a base of granite.

NICHE – a compartment within a columbarium designed for the entombment of cremated human remains.

NO SHELL BURIAL –a burial in a grave that is without an outer container.

OWNER – Catholic Cemeteries & Funeral Services – Archdiocese of Toronto and its duly appointed agents and employees.

PERSONAL REPRESENTATIVE – (a) in the case of a deceased Interment Rights Holder the duly qualified Estate Trustee of the Estate of the deceased Interment Rights Holder or, in the absolute discretion of the Owner, where there is no Estate Trustee and circumstances dictate, the next-of-kin of the deceased Interment Rights Holder; and (b) in the case of a living Interment Rights Holder, the person or person holding a valid and effective Power of Attorney for property granted by such living Interment Rights Holder.

PLOT – an area of land within a Cemetery comprising of two or more lots for which the interment rights have been sold as a unit.

PORCELAIN MEMORIAL PICTURES – a photo manufactured with porcelain or a porcelain-like material.

PRE-NEED –interment rights, supplies and services purchased in advance of need.

QUADRUPLE MONUMENT LOT – a four grave lot permitting an upright monument and which may contain a maximum of eight interments or, where noted by the Owner on the Interment Rights Certificate, a maximum of four interments.

QUINTUPLE LOT – a five grave lot permitting an upright monument and which may contain a maximum of ten interments or, where noted by the Owner on the Interment Rights Certificate, a maximum of five interments.

RECEPTION HALL – a room or area within a building at, or in the Cemetery designated by the Owner for use, in part, for public gatherings or receptions in conjunction with or ancillary to an interment or other service.

REGISTRAR –means the Registrar from time to time appointed under the Act.

SCROLL – a bronze addition to an existing marker which has inscribed an individuals name and or date(s), of birth and death.

SHARED MONUMENT LOT – a two grave lot which shares with an adjacent lot a single monument installed and owned by the Owner between the two lots.

SINGLE MONUMENT LOT – a one grave lot permitting an upright monument, which may contain one interment; provided that the Owner may permit more than one interment, if the first interment has been made extra deep.

STAINLESS STEEL CAMEO PICTURE – a flat memorial picture in which the base is made of stainless steel and has a ceramic coating overtop.

TRIPLE MONUMENT LOT – a three grave lot permitting an upright monument, which may contain a maximum of six interments.

URN –a container used to hold cremated remains.

WREATH – an artificial floral arrangement of plastic or silk-like flowers placed on a metal wreath stand.

WREATH SADDLE – an artificial flower arrangement designed to be placed on top of an upright monument.

3. GENERAL

- (a) These By-Laws have been adopted by Catholic Cemeteries & Funeral Services – Archdiocese of Toronto, and are intended for the benefit and protection of the Interment Rights Holder, the Cemeteries and the Owner, its officers and employees.
- (b) In addition to the By-Laws from time to time in force in regard to any Cemetery, all Provincial, Municipal or other local regulations shall be observed.
- (c) The Owner may, without notice, make temporary exceptions, suspensions or modifications to any of the By-Laws when the same appears to be advisable in the sole discretion of the Owner, provided that such temporary exceptions, suspensions or modifications shall in no way be considered as affecting the general application of such By-Laws. Any such exception, suspension or modification shall be made in writing and no employee of the Owner shall have any right to make any oral exception, suspension or modification to any of the By-Laws upon approval of the Registrar.
- (d) These By-Laws may be at any time changed, amended, altered, appealed, rescinded or added to, upon the approval by the Owner and the Registrar.
- (e) Wherever under these By-Laws any occurrence, act or thing is stated to be permitted with the authorization, consent, permission or approval of the Owner, such authorization, consent, permission or approval shall be in writing, shall be granted prior to the undertaking of such occurrence, act or thing and may be withheld in the Owner's sole discretion
- (f) For the purpose of these By-Laws, inches can be converted to centimeters by multiplying by 2.54.

3 I CARE AND MAINTENANCE FUND

The Owner shall deposit into the Care and Maintenance Fund the following amounts as prescribed in the Act:

(a) Interment Rights

For a grave larger than 2.23 square metres, the greater of 40 percent of the purchase price or \$290.00.

For a grave smaller than 2.23 square metres, the greater of 40 percent of the purchase price or \$175.00.

For crypts, the greater of 20 percent of the purchase price or \$830.00.

For niches, the greater of 15 percent of the purchase price or \$165.00.

(b) Marker Installation

Flat marker over 1,116 square centimetres, \$100.00.

Upright monument up to 1.22 metres in height or width, \$200.00.

Upright monument over 1.22 metres in height or width, \$400.00.

3 II CARE AND MAINTENANCE OF LOTS

The Cemeteries are maintained under the Care and Maintenance Fund and all Interment Rights sold in respect of the Cemeteries are covered by the Fund. A portion (as set out in 3(i) of these By-Laws) of all monies received from the sale of Interment Rights and markers is invested and the income derived therefrom is available for maintenance. The above mentioned Care is to be understood as the care and maintenance of plots, lots, graves, crypts, and niches necessitated by natural growth and ordinary wear, and includes cleaning, planting, cutting, etc., and care of lawns, trees, shrubs, cleaning and maintenance of roadways, walks and buildings provided there are sufficient funds for that purpose.

The term "Care" shall in no case mean the replacement of any memorial placed or erected upon any lot; nor the planting of flowers or work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply facilities.

3 III CARE AND MAINTENANCE OF MARKERS

The Owner is obliged to maintain all markers to ensure the safety of the public and to preserve the dignity of the Cemetery and shall not be liable for any reasonable wear and tear or for the reconstruction of any marker, granite, bronze or concrete work in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Owner's reasonable control.

3 IV SPECIAL CARE

Special Care shall include only those specific services set forth in any Special Care Agreement with the Interment Rights Holder, provided said services are not inconsistent with the purpose for which the Cemetery was established or is being maintained.

3 V GRADING AND IMPROVEMENTS

- (a) All grading, landscape work and improvements of any kind and all care and maintenance of lots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed or cut solely by the Owner.
- (b) All improvements or alterations of lots in the Cemetery shall be under the direction of and subject to approval of the Owner. If made without the written consent of the Owner, the Owner may remove, alter or change such unapproved improvements at the expense of the Interment Rights Holder.
- (c) The Owner reserves the right to remove and/or prune trees or shrubs situated on any lot that by means of their roots, branches or in any other way detrimental to the adjacent lots, drains, road or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public or to gain access to their lot or an adjacent lot for purposes satisfactory to the Owner.

3 VI FLOWERS

- (a) The Owner shall not be liable for vases, fresh or artificial flowers, or memorial wreaths placed on any grave, lot or plot.
- (b) The Owner reserves the right to prevent the removal of any vases, floral bouquets, flowers or memorial wreaths which are placed on any grave, lot or plot without the permission of the Interment Rights Holder.
- (c) One bouquet of fresh or artificial flowers is permitted in a vase that is attached to the marker from April 1st to October 31st, inclusive. If the marker does not contain its own vase, a plastic cone-shaped vase having a maximum width of 4¼ inches and a height of 9 inches may be used. The Owner reserves the right to turn down bronze vases, dispose of any plastic cone shaped vases and flowers from November 1st of each year.
- (d) Where flower beds are permitted, they are restricted to annuals only and are limited to the area immediately in front of the monument and no more than 1 foot in depth from the base of the monument. Flower beds must be maintained by the Interment Rights Holder. Any flower bed not being maintained may be removed by the Owner without notice.
- (e) Wreaths on wreath stands are permitted on graves and lots from November 1st to March 31st inclusive. Wreath stands must be of a tripod design which can fold flat, have a maximum height of 54 inches and a maximum width of 24 inches and the frame members of which may not exceed ¼ inch in diameter. The Owner reserves the right to dispose of any wreaths and/or wreath stands placed between April 1st and October 31st.
- (f) Planting or placing any type of curbing around graves or lots is not permitted. Wreath saddles may remain on top of upright monuments year round. The Owner reserves the right to remove and dispose of any wreath saddles that become deteriorated or dirty. Wreath saddles are not permitted on Shared Monuments.
- (g) For mausoleums see By-Law 7(e).

4. USE OF CEMETERY

- (a) All visitors within any Cemetery shall use only the avenues, roads, and walks, unless it shall be necessary to walk on grass to any Interment Rights Holder's lot.
- (b) Only the Interment Rights Holders and their relatives or friends shall be permitted on a Cemetery lot, plot or grave. Any other person thereon shall be considered a trespasser and the Owner shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- (c) Idling, loafing, loitering or any boisterous demonstration within the Cemetery or any of its buildings is strictly prohibited. As well, Sporting and Recreational activities within the property including but not limited to cycling, skateboarding, roller blading, running, and dog walking are also prohibited.
- (d) Picnicking or partaking of any refreshments by visitors within the Cemetery is prohibited, with the exception of refreshments provided by the Owner in any Reception Hall.
- (e) Children under fifteen years of age are not permitted within the Cemetery unless accompanied by an adult.
- (f) Animals are NOT permitted in the Cemeteries except as working guide animals.
- (g) Lawns shall not be disturbed for any purpose except under the supervision of the Owner.
- (h) For Interment Rights Holder and visitor use, the Cemetery provides containers that are conveniently located for cemetery related waste material (not household or otherwise). When recycle/compost containers are provided for cemetery related waste material they must be used.
- (i) No one shall remove any flowers, break any branches, remove, injure, or cut any trees, plants or shrubs without specific permission of the Owner.
- (j) Other than the Owner, no one shall be permitted to sell, or to solicit the sale of any commodity whatsoever within the Cemetery.
- (k) No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Owner.
- (l) No photographs or video shall be permitted within any part of the Cemetery, including within any buildings located thereon, without the consent of the Owner.
- (m) No assemblages shall take place in the Cemetery except with the written permission of the Owner.
- (n) Entry into a Cemetery by members of the public shall be permitted between the hours of 8:00 a.m. and dusk, subject to the Owner's right. Hours of visitation may from time to time be adjusted by the Owner and posted at the Cemetery. Visitors should confirm hours of operation in advance with the Cemetery Office.

- (o) Entry into a Cemetery shall be permitted only during such hours as posted by the Owner.
- (p) The Owner shall have the right to maintain security guards and/or video surveillance if in its discretion it is deemed necessary, but is under no legal obligation to do so.
- (q) The Owner shall have the right to regulate the method of decoration of lots so that uniform beauty may be maintained. For example; the use of boxes, shells, toys, ornaments, glass or crockery jars and containers, wood or metal cases and the like shall not be permitted on any lot or in any mausoleum and such articles if so placed may be removed by the Owner, in its discretion, without notice or compensation to any party.
- (r) No unattended lighted candles or any other type of illumination, save and except supplied by the Owner, shall be permitted on any lot or in any mausoleum and the Owner shall be entitled in its sole discretion to remove and dispose of same without notice or compensation to any party.
- (s) Vehicles must be kept under control at all times and at no time shall such vehicles be driven on the grass or at a speed in excess of thirty kilometres per hour. Vehicles are not allowed to park or to come to a full stop in front of an open grave, unless such vehicles are for occupants in attendance at the funeral which is proceeding to the said open grave. It is prohibited to park or leave any vehicle on any road or driveway within the Cemetery at such location or in such position as to prevent any other vehicle from passing and if so parked or left the Owner may remove the said vehicle without notice or compensation to the owner of such vehicle.
- (t) The Owner reserves the right to prohibit or restrict the use within a Cemetery of bicycles, scooters, rollerblades, or any similar or other type of wheeled conveyance and to post in the Cemetery such signs as it may from time to time be deemed appropriate advising of such prohibition.

4 I EMPLOYEES

- (a) The Owner's employees are not permitted to undertake any work for Interment Rights Holders except upon the order of the Owner.
- (b) No Cemetery employee shall receive or accept any fee, gratuity or commission, directly or indirectly, except from the Owner.
- (c) All inquiries related to the Cemetery or to any plot, lot, grave, crypt or niche or marker located therein must be made at the Cemetery Office.

5. INSTRUCTIONS TO INTERMENT RIGHTS HOLDERS

- (a) Interment Rights, supplies and services may be purchased on an installment plan in advance of need.
- (b) No interments or entombments shall be permitted and no other services or supplies will be furnished until all payments due to the Owner have been made.
- (c) The Owner may from time to time establish a schedule of charges for Interment Rights, supplies and services within a Cemetery.
- (d) Subject to the provisions of the Act, the Owner reserves the right to specify the terms of purchase of all Interment Rights, supplies and services.
- (e) Any plot, lot, niche or crypt is intended for use, for interment purposes only, by the Interment Rights Holder or, upon his or her written consent, by his or her immediate family or relatives. Interment Rights may be re-sold, assigned or otherwise conveyed by the Interment Rights Holder to any other person as may be provided in the Act, provided, however, that: (i) such persons conform to the direction provided in Section 1; (ii) a completed Endorsement for Sale or Transfer of Interment Rights has been provided to the Owner with a written request or direction that the Owner register such sale or transfer on the Cemetery records in accordance with these By-Laws and the Act; and (iii) the prescribed administration fee for the issuance of a new Interment Rights certificate has been paid to the Owner and such new certificate issued by the Owner. Notwithstanding the foregoing, however, no person other than the Owner shall be permitted to re-sell, or offer or solicit for resale, Interment Rights from within the Cemetery or any part thereof. Without limiting the foregoing prohibition, no person may in respect of any Interment Rights, canvas for sale, distribute brochures, advertisements, business cards or any other material or literature within the Cemetery, or place any sign upon any plot, lot, crypt or niche, for the purpose, direct or indirect, of offering such Interment Rights for resale, or transfer or profit. In the event of a transfer of Interment Rights by way of re-sale, the selling price received by the seller of such Interment Rights shall not exceed the then current price for comparable Interment Rights within the Cemetery as set out in the Cemetery price list in effect at the date such sale or transfer is completed.
- (f) An Interment Rights Holder may file a written designation naming persons who may be interred or entombed in the lot, plot, grave, crypt or niche registered in his or her name, and unless countermanded in writing, interments will be permitted in accordance with such designation. In the absence of any written designation on file, a request for the interment of any person other than the Interment Rights Holder shall be made in writing by the Interment Rights Holder. Notice of any intended interment or entombment in a lot, plot, grave, crypt or niche must be given to the Owner at least eight working hours prior to the time fixed for interment.
- (g) No transfer of any Interment Rights shall confer any rights on the transferee until the transfer has been recorded by the Owner and the name of the transferee entered in the records of the Cemetery as the new Interment Rights Holder.

- (h) Each Interment Rights Holder shall notify the Owner of any change in his/her post office address. Notice sent to an Interment Rights Holder at the last address according to the Owner's records shall be deemed to have been received when in the ordinary course of post, it would have reached them at the address in the Owner's records.
- (i) In the event of the death of the Interment Rights Holder, the Owner shall, upon the written application of the Personal Representative of the deceased Interment Rights Holder, identifying the proper successor in ownership to the Interment Rights, record such successor in ownership as the new Interment Rights Holder and issue a new Interment Rights Certificate in the name of such successor Interment Rights Holder.
- (j) Any person becoming the Interment Rights Holder by succession shall take the Interment Rights subject to all existing conditions and in particular, the rights of such successor Interment Rights Holder shall be subject to any written designation which the deceased Interment Rights Holder has made and filed with the Owner during the lifetime of such Interment Rights Holder.
- (k) In the event the Interment Rights are being recorded in the names of more than one person, such persons shall be deemed to be joint tenants of the Interment Rights with full right of survivorship, with the intent that the interest of any such person shall, upon such person's death, pass automatically by operation of law to the other Interment Rights Holder or Holders.
- (l) In determining the status or authority of any person to act as a Personal Representative of a deceased Interment Rights Holder, or the right or claim of any person to be an Interment Rights Holder, or the authority of any other person to deal with or provide direction to the Owner in respect of any matter relating to Interment Rights, a grave, plot, lot, crypt, niche, marker, monument or any other matter or thing to which these By-Laws relate, the Owner shall be entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Owner, in its sole discretion, deems to be necessary or advisable in the circumstances.

6. ARRANGEMENT FOR INTERMENTS

- (a) The Owner shall request those wishing to make a selection of a lot, crypt, or niche or to arrange for a funeral, interment or entombment, to call at the Cemetery Office in ample time to complete arrangements. Notice of any intended interment in a lot or entombment in a mausoleum must be given to the Owner at least eight working hours prior to the time fixed for the interment or entombment.
- (b) If required, written evidence of eligibility for Catholic burial conforming to the direction provided in Section 1 shall be furnished.
- (c) Any human remains which have been cremated in violation of the provisions of Canon Law shall not be interred in the Cemetery.
- (d) Roman Catholic services shall be conducted only by a cleric holding faculties from the Ordinary of his diocese.
- (e) Any person ordering an interment, disinterment or removal shall be responsible for the Cemetery charges for these services. If such charges are not paid in advance, the Owner may refuse to permit the interment, disinterment or removal.
- (f) Only equipment owned by the Owner shall be used for interments, disinterments or removals.
- (g) Manufacturers of concrete vaults must service their own vaults and provide their own lowering device.
- (h) Funerals shall not be admitted to the Cemetery when accompanied or escorted by regalia or banners which explicitly exhibit ideologies opposed to Church teaching.
- (i) The Interment Rights Holder prior to the time of interment shall supply to the Owner:
 - (I) burial permit;
 - (II) cremation certificate issued by the crematorium conducting the cremation;
 - (III) written permission of the Interment Rights Holder, or his/her Personal Representative;
 - (IV) Cemetery information sheet;
 - (V) Christian burial Certificate (if required);
 - (VI) payment in full;
 - (VII) signed contract;
 - (VIII) social service requisition (if required).
- (j) Flowers or Floral arrangements shall be delivered to the Cemetery in sufficient time to permit placement of such arrangements before the funeral arrives. No fresh flowers or floral arrangements are permitted within any mausoleum, but such fresh flowers or floral arrangements may be displayed outside the mausoleum in an area designated by the Owner for that purpose. All such flowers or floral arrangements may be removed by the Owner following the conclusion of the committal service. The Owner reserves the right to limit the number of floral pieces in keeping with the decorum and dignity of the Cemetery.

- (k) The Owner shall not be responsible for any delay in a committal or prayer service or in an interment or entombment caused by or arising from: (i) a protest to the service, interment or entombment made to the Owner by any person; (ii) a failure to comply with any provision of these By-Laws; (iii) the number of funeral services occurring at any given date or time; (iv) equipment failure; (v) shortage of Cemetery employees due to illness; or (vi) any other circumstance or event beyond the reasonable control of the Owner.
- (l) Except in cases of the extreme necessity such as the danger of contagion or infection, or in case of an epidemic, interment or entombment shall not be made on Sundays or Statutory Holidays. The Owner may designate the hour and manner which interments may be made.
- (m) As a general rule, only one interment may be made in each grave. If more than one interment is permitted, the first interment must be made extra deep. In any single cremation grave, a maximum of 2 cremated remains shall be permitted.
- (n) Cremated human remains must be delivered to the Owner by a bonded courier, member of the Interment Rights Holders' family or employees of a Funeral Home.
- (o) In the event that the container supplied will not hold all of the cremated human remains, an additional container is to be used and instructions are to be supplied by the Interment Rights Holder for their disposition.
- (p) Scattering of cremated remains is not permitted.

6 I CONTAGIOUS DISEASES

- (a) Under the Ontario Ministry of Health Regulation 557 – Communicable Diseases. It is a requirement that the Owner be notified prior to arrangements being made for an interment, entombment, disinterment, or disentombment if a death is a result of or the deceased had contracted a contagious disease.
- (b) In the event a contagious disease has been confirmed the Cemetery reserves the right to adhere to recognized Health and Safety practices whether established by the Ontario Ministry of Health, the local Public Health Office or the Owner.
- (c) Except in cases of extreme necessity such as the danger of contagion or infection, or in a case of epidemic, an interment or entombment shall not be made on Sundays or Statutory Holidays. The Cemetery may designate the hour and manner in which burials may be made.

6 II CASKETS OR OUTER CONTAINERS

- (a) Any dead human body must be delivered to a Cemetery for burial in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of strength equal to or greater than that of 1/2 inch plywood.
- (b) No casket or container shall be opened within the Cemetery without the express permission and in the presence of the Owner.
- (c) Any outer container into which a casket is to be placed, must be made of wood, steel or concrete. All such containers must be of a strength equal to or greater than that of 1/2 inch plywood.
- (d) The Owner is not responsible for damage done to a casket or outer container during the course of the burial.
- (e) Caskets placed inside crypts may use a polyphelene protective container. The largest inside dimensions being 84 inches long, 30 inches wide, and 4 inches in depth.

6 III SIZES OF CASKETS AND OUTER CONTAINERS

The size of the outer container or casket may not exceed the following measurements with the exception of a grave /lot size review and prior permission from the Owner:

- (a) Single grave 3 feet 3 inches in width:
Restricted to 34 inches in height, 35 1/2 inches in width and 92 inches in length.
- (b) Single, Double, Triple, Quadruple and Quintuple Monument Lots:
Restricted to 34 inches in height, 35 1/2 inches in width and 92 inches in length.
- (c) Single grave 3 feet in width:
Restricted to 34 inches in height, 32 inches in width and 92 inches in length.
- (d) Child grave:
Restricted to 26 inches in height, 25 inches in width and 60 inches in length for the outer container or casket.
- (e) Infant grave:
Restricted to 22 inches in height, 18 inches in width and 40 inches in length.
- (f) Mausoleum crypt:
Restricted to 84 inches in length, 30 inches in width, and 24 inches in height.
- (g) Cremation niche:
Urns cannot exceed the maximum dimensions of the niche as per the specifications on the Interment Rights Certificate.
- (h) Cremation grave:
Urns cannot exceed 15 inches in height, 15 inches in width and 15 inches in length.

6 IV DISINTERMENTS

- (a) No disinterment or removal may be made without the prior permission of the Interment Rights Holder and the Owner. All such disinterments or removals must be made subject to the Act. Prior written notification of any proposed disinterment or removal must be given to the local or applicable medical officer of health except if the remains to be disinterred or removed are cremated human remains.
- (b) The Owner shall not be responsible for damage to any casket or outer container which occurs during the course of removal or disinterment.
- (c) The remains of a person who died with a contagious disease shall not be disinterred except under written approval of the Medical Officer of Health or other public officer having authority and shall in all cases be made in accordance with the prescribed rules and regulations of such Medical Officer of Health or other public officer.
- (d) Any disinterment, for entombment in a mausoleum, must be placed in a container sufficient to contain fluids.
- (e) Family members are not permitted to be present during a disinterment.

6 V STORAGE REGULATIONS

- (a) When human remains are deposited for storage, an order must be obtained from a Funeral Director –the same as for interments.
- (b) All human remains accepted for storage, save only for cremated human remains, must be embalmed.
- (c) All human remains must be removed from storage by the 1st of May in each year.
- (d) Human remains of persons who died with a contagious disease must be interred immediately and cannot be admitted for storage.
- (e) The Owner may, in its sole discretion and without notice to any party, remove human remains deposited in storage and inter same in a single grave at any time after the first day of May, following the acceptance of storage in any year.
- (f) No human remains may be stored from May 1st to December 1st.
- (g) All human remains accepted for storage must be placed in an airtight metallic casket or hermetically sealed zinc lined sealer placed into a casket.

7. MAUSOLEUM & COLUMBARIUM

- (a) Crypts and niches will only be opened and sealed by employees of the Owner. This applies to both the inside sealer and the crypt or niche front.
- (b) The Committal Chapel is intended to provide a dignified surrounding in a comfortable atmosphere for mausoleum committal services. To avoid confusion, the Owner will maintain a schedule of Chapel services.
- (c) Only one vase unit will be permitted on a single-size crypt front and two vase units will be permitted on double or couch-size crypt front in a designated location. Approved flower vases for crypt fronts are on display at the Cemetery Office. Only employees of the Owner may install vases.

The bronze vase unit must consist of two pieces:

(I) Vase Insert

Vases which are bronze in colour will only be permitted on the crypt fronts. The approved size for the vase is 5 1/2 inches in height with a maximum mouth opening of 2 3/4 inches in diameter.

(II) Bronze Vase-Ring Holder

The vase ring-anchor plate must be attached to the crypt front by means of an anchor bolt or screw (maximum size 3/16 inch in diameter). The opening for the vase insert cannot exceed 1 1/2 inches in diameter.

- (d) The Owner will designate the appropriate area for placement of the niche flower vase.

Three types of niche flower vases will be permitted as described:

(I) Type "A" – Niche Flower Vases made of bronze

4 inches in height with maximum opening of 1 1/2 inches in diameter. The bronze ring-anchor plate must be attached to the niche front by means of anchor bolt or screw (maximum size 3/16 inch in diameter). The opening for the vase insert cannot exceed 1 1/2 inches in diameter. Type "A" niche vase will be permitted on corridor columbarium's with granite or marble fronts.

One vase for Double granite fronts will be permitted located in the center of the front.

(II) Type "B" – Niche Flower Vases made of bronze and bronze in colour

3 1/4 inches (85mm) in height with a maximum opening of 7/16 inches (10 mm) in diameter. The flower vase must be attached to the niche front by means of anchor bolt or screw that is maximum size of 3/16 inch (5 mm) in diameter. Type "B" niche vases will be permitted on granite niche fronts within Resurrection Cemetery – Niche room(s). Only 1 niche vase per double niche front will be permitted in the centre of the front. Type "B" niche vases may also be placed on single niche and double granite niche fronts within building corridors. For double niche fronts located within corridors, one vase in the centre or one vase on each side of the inscription are allowed.

(III) Type "C" – Niche Flower Vases made of bronze and bronze in colour

4 inches in height with a maximum opening of 1 1/2 inches in diameter. The bronze ring anchor plate must be attached to the niche front by means of an anchor bolt or screw (maximum size 3/16 inch in diameter). Type "C" niche vases will only be permitted in combination with bronze plaques on freestanding, outdoor columbaria. Approved niche flower vases are on display at the Cemetery Office.

- (e) Artificial flowers will be permitted in the vases and lamp/vase units on the crypt or niche fronts year round. All flower arrangements which become unsightly or exceed the perimeter of the crypt or niche fronts to which the flowers are placed will be removed.
- (f) In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to inscribe, or to place bronze letters or emblems, on all crypt or niche fronts, as prescribed on the certificate of Interment Rights issued by the Owner in respect of such crypt or niche.
- (g) A porcelain memorial picture with bronze frame and without covers will be permitted on crypt or niche fronts. The Owner reserves the right to install and designate the location of the pictures. Approved porcelain memorial pictures and bronze frames are on display at the Cemetery Office.

Porcelain memorial pictures must be oval in shape measuring 8 cm in width and 10 cm in height. In columbariums the measurements are 6 cm in width and 8 cm in height. This picture size and frame measurement is only for Holy Family Mausoleum and St. Anthony's Mausoleum phases three, four and five.

Porcelain memorial pictures must be oval in shape measuring 2 3/8 inches in width and 3 1/8 inches in height. On freestanding columbarium, the measurements are 2 inches in width and 2 3/4 inches in height.

One porcelain cameo picture with a frame that is made of bronze and which is bronze in colour may be placed on a single niche front. Two pictures may be placed on a double niche front. The picture and frame must be oval in shape and, together, not to exceed 1 3/4 inches (45mm) high and 1 3/8 inches (35mm) wide.

Bronze frames must be oval in shape measuring 3 1/4 inches in width and 5 inches in height and must be attached to crypt or niche front by means of an anchor bolt, screw or pins (maximum size 3/16 inches in diameter). On freestanding columbariums the measurements are 2 3/16 inches in width and 3 inches in height.

Bronze frames must be oval in shape measuring 10 cm in width and 12 cm in height and must be attached to the crypt or niche front by means of an anchor bolt, screw or pins (maximum size 3/16 inches in diameter). In columbariums a niche plate measuring 9 cm x 6 cm may be used. Also available, bronze stand-up picture frames measuring 14 cm x 7 cm may be used.

- (h) The cost of the electricity for the lamp vase is not included in the crypt purchase price. A contract for electricity may be purchased through the Cemetery Office after an entombment has been completed.
- (i) Glass front niches will only contain an urn inscribed with suitable identification and a personal portrait of the deceased. These items are available at the Cemetery Office.

- (j) Lawn Crypts –In order to maintain the desired uniformity and standard of workmanship, the Owner reserves the exclusive right to make any inscriptions on all lawn crypts, as prescribed on the certificate of Interments Rights issued by the Owner in respect of such lawn crypt. Inscription is permitted only on the lawn crypt front. A porcelain memorial picture with or without a bronze frame and no cover will only be permitted. Approved porcelain memorial pictures and bronze frames are on display at the Cemetery Office. Porcelain memorial pictures must be oval in shape, measuring a maximum of 10 cm in height and a maximum of 8 cm in width. Bronze frames with no cover or recessed pictures must be oval in shape measuring a maximum of 10 cm in width and a maximum of 12 cm in height. In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to install all pictures and picture frames on all lawn crypts.

No floral container, vase or vigil lamp shall be affixed, installed on or in any way attached to the lawn crypt. Due to our climate conditions (which cause paint to peel off over time), no paint will be allowed on the surface of the lawn crypt except for incised lettering and the background of carving. Additional methods of decoration must be in keeping with the general provisions of these cemetery By-laws, including Sections 3 and 4.

8. CREMATORIUM

- (a) Prior to each cremation, an application for Cremation on the Owner's standard form, signed by the lawfully appointed Applicant, a completed and signed Coroner's Cremation Certificate and a burial permit must be submitted to the Owner.
- (b) Human remains only will be accepted for cremation. Further, no extraordinary objects may be placed into the casket or cremation container. The Owner's decision with respect to what objects may be placed into the casket or cremation container shall be final and determinative.
- (c) All human remains shall be enclosed in a casket or suitable cremation container and the human remains will be cremated in such casket or cremation container. The casket or cremation container must be combustible, rigid, dry and secure. The Owner will not cremate caskets or containers made of, or containing, non-flammable or hazardous proscribed material. Chlorinated plastic or fibre-reinforced plastic is a proscribed material. Prior to cremation, casket handles and other exterior fittings may be removed by the Owner and recycled or buried within the grounds.
- (d) A heart pacemaker or any implanted mechanical life sustaining device must be removed by the funeral director or transfer service prior to delivery of the human remains to the Crematorium. As these devices may cause harm to the cremation equipment, the Applicant agrees to be liable for, and to indemnify the Owner in respect of any damage caused to the Crematorium or cremation equipment or any injury caused to the Owner's employees or agents in the event that such a device is not removed.
- (e) No casket or cremation container shall be opened within the Crematorium without the express permission of the Owner and in the presence of a designated employee of the Owner.
- (f) The Owner's Crematorium procedures ensure proper identification while the deceased is in the custody of the Owner and throughout the cremation process. A heat-resistant customized identification disc shall be placed with the remains through the cremation procedure and at the conclusion the disc shall be placed with the cremated remains into the primary urn or container.
- (g) Any casket or cremation container shall contain the human remains of one person only, and no commingling or combination of cremated human remains of more than one person shall be permitted within a single casket or cremation container.
- (h) Due to the nature of the cremation process, no jewellery or other personal property or material will be recoverable after cremation and such property or material should be removed by the Applicant before the casket or cremation container is transferred to the Crematorium. Any personal property or material left in the casket or cremation container on transfer to the Crematorium shall be at the sole risk of the Applicant and the Owner shall not be responsible for the loss, damage or destruction of same.
- (i) Cremation shall take place as soon as the Owner's schedule allow(s) but not sooner than permitted by any applicable regulatory statute, regulation or policy.
- (j) Reasonable prior notice is required for all service requests. Normally notice will be eight (8) working hours prior to the time fixed for the requested service.

- (k) In the event the Applicant and/or family members of the deceased wish to witness the start of the cremation process, the following shall apply:
- (I) Notice must be given to the Owner a minimum of eight (8) working hours prior to the start of proceedings to ensure the availability of the cremation chamber.
 - (II) The maximum number of witnesses permitted in the viewing room shall be limited to eight (8) designated family members.
 - (III) All proceedings within the Crematorium shall be under the sole direction of the Owner and subject to the Owner's established policies and procedures as they may from time to time be amended.
 - (IV) The initial engaging of the Crematorium mechanical equipment will signify the conclusion of the witnessing ceremony and the viewing room shall be vacated promptly thereafter.
- (l) Flowers or floral arrangements shall be delivered to the Crematorium in sufficient time to permit the placement of such arrangements before the funeral arrives. The Owner reserves the right to limit the number of floral arrangements permitted within the Crematorium Chapel to a maximum of four (4) and the right to dispose of such flowers or floral arrangements following the conclusion of the committal service.
- (m) If any Applicant proposes that the committal service include any distinct ritual requiring a small symbolic fire or the lighting of incense, such Applicant must first notify the Owner and obtain the Owner's prior approval and in addition any burning materials must be safely contained within a fireproof metal earthenware vessel to be supplied by the Owner.
- (n) The Owner will not, without the written and signed consent of the Applicant, cremate the remains of more than one person at a time.
- (o) All cremated human remains shall be placed in a sealed, plastic container, provided without additional charge by the Owner, or in such other container as is provided or purchased by the Applicant or the family of the deceased. In the event that any such container supplied will not hold all the cremated human remains, an additional temporary plastic container will be supplied by the Owner.
- (p) The Owner will hold and keep safe all cremated human remains, to allow the Applicant a reasonable period of time to make contact with the Owner and to review the personalized options and memorialization available for the cremated human remains. Where instructions for disposition of the cremated human remains have not been given by the Applicant to the Owner within one (1) year following cremation, the cremated human remains may be interred by the Owner in its absolute discretion in a common grave and an invoice will be forwarded to the Applicant for the then prevailing charge.
- (q) Prior to accepting custody of any casket or cremation container, the Owner shall in no event be liable for any delay in the cremation and, in addition after accepting custody, shall not be liable for any delay caused by: (i) a protest to the service, interment or entombment made to the Owner by any person; (ii) a failure to comply with any provision of these By-Laws; (iii) the number of funeral services occurring at any given date or time; (iv) equipment failure; (v) shortage of Cemetery employees due to illness; or (vi) any other circumstance or event beyond the reasonable control of the Owner.

9. CHAPEL AND RECEPTION HALL

9 I CHAPEL

- (a) The Chapel is intended to provide a dignified surrounding in a comfortable atmosphere for all funeral services. To avoid confusion, the Owner will maintain a schedule of Chapel services, which may be revised by the Owner from time to time as circumstances warrant.
- (b) A specific time and duration will be allotted by the Owner for each funeral or committal service in order to accommodate all requests for such services in the Chapel. In consideration for the next family service, the Chapel must be vacated promptly at the expiration of the time allotted. The Owner reserves the right, in its discretion, to terminate any funeral or committal service prior to its conclusion where such service has exceeded the time allotted.
- (c) All funeral and committal services will be conducted under the direction of the Owner.
- (d) All funeral and committal services will be conducted in a reasonable and dignified manner with consideration for other persons present in the Crematorium or Cemetery and in accordance with the terms and conditions set out by the By-Laws of the Owner as from time to time amended.
- (e) A schedule for fees shall be maintained by the Owner and made available at the Cemetery Office. The Owner reserves the right to revise such fee schedule from time to time.

9 II RECEPTION HALL

- (a) The Reception Hall is intended to provide a dignified surrounding in a comfortable atmosphere for all receptions following funeral or committal services. To avoid confusion, the Owner will maintain a schedule of Reception Hall services which may be revised by the Owner from time to time as circumstances warrant.
- (b) The Owner reserves the right to assign time and duration for any reception scheduled in the Reception Hall, provided that notice of such time and duration has been provided to the Applicant prior to the funeral or committal service for which the reception is being held. The Reception Hall must be vacated by the Applicant and his or her guests promptly at the expiration of the time allotted. The Owner reserves the right to terminate any reception prior to its conclusion in the event such reception has exceeded the time allotted or where the number of attendees at the reception has exceeded the maximum number permitted, as provided for in subparagraph (d) of this By-Law. In either such circumstance, the Applicant and its guests shall vacate the Reception Hall promptly upon request of the Owner.
- (c) All food and beverage arrangements will be made exclusively with the Owner in writing. No foods or beverages which have not been supplied by the Owner shall be permitted in the Reception Hall and in no event will any alcoholic beverages be permitted.
- (d) The maximum number of attendees at any one reception will be determined by municipal By-Law as posted in the Reception Hall.

- (e) Reception gatherings will be conducted in a reasonable and dignified manner with consideration for other persons present in the Crematorium or Cemetery and in accordance with the terms and conditions that from time to time may be amended by the Owner.
- (f) The Applicant shall be responsible for any and all damage, or loss of property, injury to, death of person of any kind of nature whatsoever, arising out of or in connection with the use by the Applicant of the Reception Hall (except where such damage, loss, injury or death has been caused by the gross negligence or misconduct of the Owner). The Applicant agrees to indemnify the Owner in respect of any and all such damage, loss, injury or death. In particular the Applicant will be responsible and liable to the Owner for any costs incurred by the Owner in respect of repair of any damage beyond usual and reasonable wear and tear caused to the Reception Hall during or as a result of the Applicant's reception, and for cleaning costs in excess of those normally incurred by the Owner in respect of similar receptions.
- (g) A schedule of fees for Reception Hall services shall be maintained by the Owner and made available at the Cemetery Office. The Owner reserves the right to revise such fee schedule from time to time.

10. MEMORIALIZATION

10 I GENERAL

- (a) No marker shall be placed in the Cemetery without written permission from the Owner given in accordance with the practices prevailing at the time of the giving of the permission. Notwithstanding the placement of any marker in any portion of the Cemetery, and whether or not placed on a foundation constructed by the Owner, ownership and title in such marker remains vested at all times in the Interment Rights Holder unless specified otherwise by the Owner.
- (b) The design, symbolism, emblems, craftsmanship, quality and material of inscriptions and markers to be placed in the Cemetery, shall be subject to the approval of the Owner.
- (c) A written request signed at the Cemetery Office by the Interment Rights Holder is required prior to approval.
- (d) All markers must have a cross incorporated into the design.
- (e) In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to inscribe all memorials owned by the Owner.
- (f) Only one flat marker on a single grave set flush with the ground in a specified assigned area is permitted. Book markers are not permitted.
- (g) Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on bronze marker vase units.
- (h) Marble may only be used on surfaces which are not exposed to the weather.
- (i) Should any memorial, monument, mausoleum or tomb become unsightly, dilapidated or a menace to the safety of persons within the Cemetery, the Owner shall have the right to correct the condition of any such memorial, monument, mausoleum or tomb, or to lay same down or, where in the Owner's opinion circumstances warrant, to remove and or replace same.
- (j) Lead lettering is not permitted on any new marker, monument or memorial etc. in any Cemetery.
- (k) The use of temporary markers will be permitted for a period of 60 days from the date of the interment. A Temporary Marker 24 inches x 12 inches cast in bronze shall be permitted.

10 II BRONZE MARKERS

All bronze markers accepted for installation must comply with the specifications as set out below:

- (a) All bronze castings shall be true, free from weakening or minor defects, blemishes, or imperfections with a smooth surface area.
- (b) Bronze markers must be cast with four integral bosses on the underside to facilitate installation. The bosses are to be tapped or drilled to receive the necessary number of anchor lugs of brass or bronze 4 inches in length and not less than 3/8 inch in diameter. These lugs are to be supplied to the Cemetery with the marker.
- (c) Bronze markers must be attached to a concrete base having a thickness of 4 inches, and have the same dimensions as the marker or set on a granite base with a projection of 2 inches on all sides of the bronze marker and 4 inches in thickness.
- (d) The Owner reserves the right to attach all concrete and granite bases to all markers. All installations must be made by employees of the Owner.
- (e) The minimum size marker permitted on any single grave is 18 x 9 inches. The maximum size marker permitted for the following graves and lots are:

Infant Grave	18 x 9 inches
Infant Grave (Christ the King)	22 x 10 inches
Child Grave	22 x 10 inches
Cremation Grave	22 x 10 inches
Adult Grave	24 x 14 inches
Two Graves –side by side	44 x 14 inches
Three or More Graves –side by side	56 x 16 inches

- (f) Bronze vase units are permitted in addition to an existing marker where there is no permanent vase already in place.
- (g) Wall plaques are only permitted when used with granite bases.
- (h) Bronze Cameo Pictures are permitted to be on the face of the bronze marker if a ring frame is provided. Pictures must be oval in shape measuring 2 3/8 inches in width and 3 1/8 inches in height. The ring frame must be 2 31/32 inches in width and 3 13/16 inches in height and no thicker than 3/8 of an inch. The Bronze Steel Cameo Picture itself must not exceed the height of the frame. Bronze ring frames must be attached to the memorial by means of anchor bolts or screws. Samples of Bronze Cameo Pictures and ring frames are available at the Cemetery Office.

10 III GRANITE MARKERS

(a) Granite markers shall be 4 inches in thickness and smoothly finished on all surfaces. Memorialization Rights on the Certificate of Interment Rights will indicate if granite markers are permitted.

(b) The maximum size marker permitted for the following graves and lots are:

Infant Grave	18 x 9 inches
Child Grave	22 x 10 inches
Cremation Grave	22 x 10 inches
Adult Grave	24 x 14 inches
Two Graves –side by side	44 x 14 inches

10 IV UPRIGHT MONUMENTS

(a) No monument shall be erected over a grave space in which there has been an interment.

(b) Concrete foundations are required for all monuments and shall be built by the Owner at the Interment Rights Holder's expense. The foundation of a monument shall be built only in such space as has been designated by the Owner, and must be the exact dimension of the base of the monument and if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt by the Owner at the expense of the Interment Rights Holder. All foundations will not be less than 4 feet in depth. This does not apply to any lots with pre-poured foundations. All foundations will be level to the lowest point of the surrounding area.

(c) All bases and die-stones shall be of a granite material.

(d) No base may be less than 6 inches in thickness. The minimum depth of all bases must be 1 foot 2 inches and the minimum length must be 2 feet. The height of the base should increase with the weight of the monument.

For example:	Minimum	-6 inches
	Over 1300 lbs.	-8 inches
	Over 2600 lbs.	-10 inches
	Over 5200 lbs.	-12 inches

For safe maintenance (grass cutting), the bottom 4 inches of all bases must be rock-pitched. For aesthetic reasons high bases are not favoured. Minor scraping of the base due to grass cutting operation shall be considered normal wear.

(e) No combination of monument die and base shall exceed 5 feet in height.

(f) Statuary must be manufactured in granite only.

- (g) In all cases there must be a 3 inch projection around the perimeter of the die and a 2 inch projection around the die for pillow monuments.
- (h) No monument die shall be less than 8 inches in thickness.
- (i) Any monument exceeding 3 feet 6 inches and up to 5 feet in height, including base, must be 10 inches in thickness. Any monument exceeding 5 feet in height, including base, must be 12 inches in thickness.
- (j) The maximum size of dies and bases are as follows:

Single Lot

- die 1 foot 6 inches in length
2 feet 0 inches in height
- base 2 feet 0 inches in length
1 foot 2 inches in width
- overall 2 feet 6 inches in height

Quadruple Lot

- die 6 feet 0 inches in length
4 feet 2 inches in height
- base 6 feet 6 inches in length
1 foot 6 inches in width
- overall 5 feet 0 inches in height

Double Lot

- die 3 feet 6 inches in length
3 feet 6 inches in height
- base 4 feet 0 inches in length
1 foot 6 inches in width
- overall 4 feet 0 inches in height

Quintuple Lot

- die 8 feet 0 inches in length
4 feet 10 inches in height
- base 8 feet 6 inches in length
1 foot 6 inches in width
- overall 5 feet 10 inches in height

Triple Lot

- die 4 feet 6 inches in length
3 feet 10 inches in height
- base 5 feet 0 inches in length
1 foot 6 inches in width
- overall 4 feet 6 inches in height

Cremation Lot (Christ the King)

- die 1 foot 6 inches in length
2 feet 0 inches in height
- base 2 feet 0 inches in length
1 foot 2 inches in width
- overall 2 feet 6 inches in height

- (k) Mount Hope Cemetery Monuments, the maximum size of dies and bases are as follows:

Single Lot

- die 2 feet 0 inches in length
2 feet 6 inches in height
- base 2 feet 6 inches in length
1 foot 2 inches in width
- overall 3 feet 0 inches in height

Double Lot

- die 3 feet 0 inches in length
3 feet 0 inches in height
- base 3 feet 6 inches in length
1 foot 6 inches in width
- overall 3 feet 6 inches in height

Triple Lot	- die	4 feet 6 inches in length 3 feet 10 inches in height
	- base	5 feet 0 inches in length 1 foot 6 inches in width
	- overall	4 feet 6 inches in height

(l) Christ the King Cemetery –Pillow Monuments

The die may project a maximum of 6 inches above the base at the rear and a maximum of 2 inches above the base at the front. Both the base and dies must be constructed of granite.

Single Pillow Lot	- die	2 feet 0 inches in length 1 foot 2 inches in width
	- base	2 feet 4 inches in length 1 foot 6 inches in width 0 feet 4 inches in height
	- overall	0 feet 10 inches in height

Double or Triple Pillow Lot	- die	3 feet 8 inches in length 1 foot 2 inches in width
	- base	4 feet 0 inches in length 1 foot 6 inches in width 0 feet 4 inches in height
	- overall	0 feet 10 inches in height

(m) Freestanding crosses up to a height of 3 feet 6 inches, must be a minimum thickness of 8 inches. Any cross over this height must increase in thickness by 1 inch for every 1 foot or fraction thereof over 3 feet 6 inches. The base of the vertical shaft must not be less than 8 inches in width. The cross may taper to a minimum width of 6 inches at the top. The arms of the cross must be a minimum of 6 inches in width. The cross must be adequately dowelled to the monument. These guidelines refer to the cross portion of the monument only. The By-Laws apply in all other respects. As an example, for a double grave lot, the cross portion in height is 2 feet 4 inches and 8 inches in thickness. The base of the vertical shaft must be no less than 8 inches in width. The cross may taper to a minimum width of 6 inches at the top. The arms of the cross must be a minimum of 6 inches in width. The cross must be adequately dowelled to the monument. The monument height shall be 1 foot 2 inches in height and 10 inches in width.

(n) No floral container, vase or vigil lamp shall be affixed, installed on or in any way attached to the monument.

(o) The Owner shall establish the following tolerances with respect to marker dimensions: 1/4 inch on monument dies and bases with smooth or polished sides; 1/2 inch on monument dies and bases with rock edge sides; 1/4 inch on flat memorials.

(p) All monuments shall be constructed of granite. The bottom bed of all bases for such structures shall be cut level and true.

(q) To ensure stability, no monument of any design or construction shall have any uncovered vertical joints.

- (r) Only one upright monument will be permitted upon a lot.
- (s) Inscription is permitted only on front side of monuments except as noted in specific sections.
- (t) The minimum height of a monument must be 30 inches including base.
- (u) All die-stones fewer than 2 square feet at the base shall be adequately dowelled. Dowels must be of a non-corrosive material not less than 1/2 inch in diameter. Dowels must be no less than 6 inches. The dowel holders must be drilled no more than 1/8 inch larger than the diameter of the dowel.
- (v) One footstone of a maximum size of 12 x 20 inches may be placed on each grave farthest from the monument, on monument lots purchased before 1985.
- (w) A porcelain memorial picture with or without a bronze frame and no cover will only be permitted. Approved porcelain memorial pictures and bronze frames are on display at the Cemetery Office. Porcelain memorial pictures must be oval in shape, measuring a maximum of 10 cm in height and a maximum of 8 cm in width. Bronze frames with no cover or recessed picture must be oval in shape measuring a maximum of 10 cm in width and a maximum of 12 cm in height. In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to install all pictures and picture frames on any marker or crypt front owned by Catholic Cemeteries & Funeral Services – Archdiocese of Toronto.
- (x) Due to our climate conditions (which cause paint to peel off over time), no paint will be allowed on the surface of the monument except for incised lettering and the background of carving.
- (y) Monuments which do not conform to the Owner's regulations, as established from time to time, but which add to the decorum and beauty of the Cemetery may under exceptional circumstances be considered by the Owner in its discretion.

11. SHARED MONUMENT LOTS

- (a) A SHARED MONUMENT LOT refers to either of two adjacent two-gravelots sharing an installed monument between the two lots, each of which lots may contain a maximum of four interments the exception being in certain designated areas where only two interments per lot are permitted. Such exceptions will be noted in the Interment Rights Certificate.
- (b) Inscription privileges may be purchased with the interment rights.
- (c) A porcelain memorial picture with or without a bronze frame and no cover will only be permitted. Approved porcelain pictures and bronze frames are on display at the Cemetery Office. Porcelain memorial pictures must be oval in shape, measuring a maximum of 10 cm in height and a maximum of 8 cm in width. Bronze frames with no cover or recessed picture must be oval in shape measuring a maximum of 10 cm in width and a maximum of 12 cm in height.
- (d) Additional markers or footstones are not permitted. In order to maintain the desired standard of workmanship, the Owner reserves the exclusive right to inscribe on all monuments owned by the Owner.

12. OUTSIDE CONTRACTORS

- (a) No person other than Employees of the Owner will be permitted to undertake any work in a Cemetery unless expressly authorized in writing by the Owner to do so. However, Interment Rights Holders may have certain work done in accordance with the By-Laws at their own expense upon application to the Owner; prices to be agreed upon and paid before any work is done.
- (b) All memorial work, or placement or removal of memorials shall be done with the written permission of the Owner obtained and on the written request of the Interment Rights Holder, and a permit shall be issued by the Owner, without which no such memorial work, placement or removal shall be done. A detailed plan of each memorial or monument together with a lot plan showing its location and position shall be submitted to the Owner for approval before a permit is issued.
- (c) The demeanor and behaviour of all persons employed upon the Cemetery property shall be subject to the control of the Owner. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect these areas from damage to pathways and graves. The Interment Rights Holder at whose request any workman or contractor undertakes any work in a Cemetery, with the prior written permission of the Owner as required under subparagraph (b), shall be strictly liable for any claims, actions, costs, damages or expenses of any kind or nature caused to the Cemetery, or incurred by the Owner or any third party, and arising directly or indirectly out of such work or the permitted access to the Cemetery of such workman or contractor.
- (d) Canvassing for sales or distributing business cards in the Cemetery is forbidden. The placing of the monument dealer's, manufacturer's or quarry's name, insignia or trademark in any form on any monument or marker is not permitted.
- (e) Workers shall cease work if in the immediate vicinity of a funeral until the conclusion of the service. Workers will be allowed to work on the grounds Monday to Friday 8:30 a.m. to 4:00 p.m. No work is permitted on Statutory Holidays.
- (f) Bronze markers will be accepted for installation from April 15th to November 30th of each year. Markers must be delivered in person to the Cemetery. Markers sent by mail or courier will not be accepted.
- (g) All outside contractors, subcontractors or workers, which shall include monument dealers, landscapers or vault companies and their own employees, who may have received the prior permission of the Owner to undertake any work in the Cemetery shall, before making any access to the Cemetery, provide to the Owner satisfactory proof of Workers' Compensation coverage as required by law as well as evidence satisfactory to the Owner that general liability insurance coverage is in place in an amount of no less than \$2,000,000.00 (or such higher amount as may from time to time be established by the Owner), which insurance may name the Owner as an additional insured in respect of the work to be completed by the insured and any other activities of the insured, at the Cemetery.
- (h) Foundations will be installed from May 15th to November 30th of each year.
- (i) Heavy loads may be restricted during certain times of the year.
- (j) Prior to the installation of a memorial, the contractor must stop at the Cemetery Office for the final inspection.

13. CORRECTION OF ERRORS

The Owner may, to correct any inadvertent error that may have been made during an interment, disinterment or removal, or in the description, transfer or granting of any Interment Rights or plot, lot, grave, crypt or niche, either: (i) cancel such grant and substitute and grant in lieu thereof other Interment Rights such as; plot, lot, grave, crypt or niche of equal value and similar location as far as is reasonably possible and as may be selected by the Owner, in its discretion, or (ii) refund the money paid on account of the purchases of said Interment Rights. In the event of any such error that may involve the interment or disinterment of the remains of any person or persons in any plot, lot, grave, crypt or niche, the Owner; with the permission of the local Medical Officer of Health and the Interment Rights Holder, may remove and re-inter the remains in such other plot, lot, grave, crypt or niche of equal value and similar location as may be substituted and granted in lieu thereof.

14. LOSS OR DAMAGE

- (a) Other than as expressly provided in the Act, the Owner shall not be responsible for loss or damage to plots, lots, graves, crypts, niches, structures or markers, unless such loss or damage arises from the negligence or willful misconduct of the Owner. Pursuant to the Act, the Owner will take reasonable steps to ensure visitor safety and preserve the dignity of the Cemetery. If a marker presents a risk to visitor safety because it is unstable, the Owner may do whatever is necessary by way of repairing, resetting, or laying down the marker so as to remove the risk. In the event it becomes necessary to reconstruct or repair monuments or memorials, any section of a plot or a lot, including graves, crypts or niches, or any portion or portions thereof in the Cemetery, which has been damaged by such causes, the Interment Rights Holder, and not the Owner, shall be solely responsible for such reconstruction or repair and the Owner shall give written notice of the necessity for such repair to the Interment Rights Holder of record. The notice shall be given by depositing the same in Canada Post, with postage thereon duly prepaid, addressed to the Interment Rights Holder of record at his or her address stated on the records of the Owner. In the event that such Interment Rights Holder has failed within thirty (30) days of receipt of such notice to effect the necessary reconstruction or repair, the Owner shall be entitled, but not obligated, to undertake such necessary reconstruction or repair at the cost of the Interment Rights Holder.
- (b) The Owner will not be responsible for any mausoleum or columbarium should it be destroyed or damaged by an act beyond the reasonable control of the Owner. The Owner shall be under no obligation to rebuild the mausoleum or columbarium should it be so destroyed or damaged. The Owner's obligation shall be limited to placing the remains in a temporary receiving vault and notifying the Interment Rights Holder that further instructions are required. The Owner has the right, at his discretion, to re-inter the remains in a designated area if not claimed by the Interment Rights Holder.
- (c) The Owner will not be responsible for loss of or damage to ceramic pictures, vase rings, vase inserts or floral tributes. The Owner is not responsible for articles removed from a mausoleum or columbarium.

15. RIGHT TO RESURVEY

The following rights and privileges are hereby expressly reserved to the Owner subject to the approval of the Minister as defined in the Act to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the interment of, human remains or other Cemetery purpose.

- (a) To resurvey, enlarge, diminish, alter, in shape or size, or otherwise to change all or any part or portion of the Cemetery.
- (b) To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks or drives, provided ingress and egress to and from any lot is preserved or is allocated to the Interment Rights Holder and further provided that the foregoing complies with the By-Laws.
- (c) Easements and rights of way over and through all Cemetery premises for the purpose of installing, maintaining, or operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose are permitted providing that no burials shall have taken place in these areas.
- (d) No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Owner devotes such road, drive or walk to that purpose.

16. EFFECTIVE DATE

These By-Laws and any amendments hereto made by the Owner from time to time, shall become effective when filed and approved by the Registrar under the Act.

OUR LOCATIONS

ASSUMPTION CATHOLIC CEMETERY & FUNERAL HOME

6933 Tomken Road, Mississauga, ON L5T 1N4
(905) 670-8801

CHRIST THE KING CATHOLIC CEMETERY & RECEPTION CENTRE

7770 Steeles Avenue East, Markham, ON L6B 1A8
(905) 471-0121

HOLY CROSS CATHOLIC CEMETERY & FUNERAL HOME

8361 Yonge Street, Thornhill, ON L3T 2C7
(905) 889-7467
(Funeral Home entrance is located at 211 Langstaff Rd. E.)

MOUNT HOPE CATHOLIC CEMETERY

305 Erskine Avenue, Toronto, ON M4P 1Z7
(416) 483-4944

QUEEN OF HEAVEN CATHOLIC CEMETERY & FUNERAL HOME

7300 Highway #27, Woodbridge, ON L4H 4Y8
(905) 851-5822

RESURRECTION CATHOLIC CEMETERY

355 Taunton Road East, Whitby, ON L1R 3L4
(905) 668-8912

ST. MARY'S CATHOLIC CEMETERY

208 Sunnidale Road, Barrie, ON L4N 1H3
(705) 726-3931

CENTRAL BUSINESS OFFICE

(416) 733-8544 or 1 (800) 974-4619
catholic-cemeteries.com





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