



BY-LAW NO. 2
A BY-LAW FOR THE PROPER OPERATION AND MAINTENANCE OF
THE CATARAQUI CEMETERY

THE CATARAQUI CEMETERY COMPANY
Incorporated August 10, 1850
927 Purdy's Mill Rd. • Kingston Ontario • K7M 3N1
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FORWARD

This booklet contains the by-law for the proper operation and maintenance of Cataraqui Cemetery.

Cataraqui Cemetery, located at 927 Purdy's Mill Rd., Kingston, Ontario, has served as the area's main burial ground since 1850. The cemetery is non-denominational (accepting of all faiths and creeds) and continues to be privately owned and operated by The Cataraqui Cemetery Company, a not-for-profit corporation (without share capital), on behalf of the Interment Rights Holders.

This by-law was approved by The Cataraqui Cemetery Company's Board of Trustees on November 9, 2021, accepted by the interment rights holders at the A.G.M. held on January 7, 2022 and formally approved by the Bereavement Authority of Ontario (BAO) on April 20, 2022. This by-law is in force as of April 20, 2022.

This by-law reflects widely accepted and time-tested cemetery maintenance and management practices as well as current government regulations. This by-law is based and developed upon the vast experience acquired by The Cataraqui Cemetery Company since 1850.

This by-law, including all of the contained rules and regulations, is enforceable and shall apply, as far as the nature of the case permits, to every form of interment right, Interment Rights Holder, visitor, stakeholder, contractor, as well as the staff, management, and Board of trustees of the Cemetery Operator. By-law compliance ensures the proper operation and maintenance of the cemetery, the safety of the families we serve our staff and volunteers, as well as the protection, beautification, and respectful care of all graves, mausolea, columbaria, crematoria, and other cemetery facilities.

Cataraqui Cemetery is a National Historic Site of Canada and is also designated under Part IV of the Ontario Heritage Act as property of significant cultural heritage.

GLOSSARY of TERMS, DEFINITIONS, and INTERPRETATIONS

In this by-law, unless the context otherwise requires:

"Base Stone" means the structure upon which rests the die stone;

"BAO" means the Bereavement Authority of Ontario, the administrative authority designated to administer and enforce most provisions under the FBCSA;

"Board of Trustees" or "Board" means The Cataraqui Cemetery Company Board of Trustees, consisting of five (5) volunteer individual Interment Rights Holders elected by the Interment Rights Holders (membership) to serve the corporation as directors;

"By-law" means **BY-LAW NO. 2 A BY-LAW FOR THE PROPER OPERATION AND MAINTENANCE OF THE CATARAQUI CEMETERY** when used in relation to the Cataraqui Cemetery or this by-law;

"Casket" means a container intended to hold a dead human body for funeral, cremation, or interment purposes and that is not a vault, burial container, or a grave liner;

"Care and Maintenance Fund(s) or C&M" means a fund as required under the FBCSA, for which the Cemetery Operator is required to contribute a prescribed amount or an established percentage of the purchase price of all Interment Rights as well as the set amounts regarding marker or structure installations. Interest earned from the funds are used to provide care and maintenance of the cemetery including but not limited to: the lots, markers, general grounds, roadways, landscape features, and facilities;

“Cemetery” means the cemetery owned and operated by The Cataraqui Cemetery Company, 927 Purdy’s Mill Road, Kingston, Ontario;

“Cemetery Board” see Board of Trustees;

“Cemetery Grounds” means the privately owned grounds or property of the Cataraqui Cemetery;

“Cemetery Operator” means The Cataraqui Cemetery Company, located at 927 Purdy’s Mill Rd, Kingston, Ontario;

“Columbarium” means an aboveground structure comprising of one or more sealed compartments designed for the interment of cremated human remains;

“Contract or Sales Contract” means the legal written sales agreement which all purchasers of Interment Rights, licensed supplies, or licensed services must enter into with the Cemetery Operator, detailing the obligations of both parties as they may apply;

“Contractor” means any person(s), business, or subcontractor that is paid or contracted to perform any work or installation on Cemetery grounds, except staff or employees of the Cemetery Operator;

“Cornerstone” (Corner Marker) means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot;

“Corporation” means The Cataraqui Cemetery Company, Kingston, Ontario;

“Crematorium” means the crematorium owned and operated by The Cataraqui Cemetery Company, Kingston, Ontario;

“Crypt” means a sealed compartment provided for the interment of human remains in a mausoleum;

“Die stone” means the main upright component of the marker, that is, that which rests on the base stone;

“Disinterment” means the removal of human remains, including cremated remains from a closed or sealed, lot, niche, crypt, or common ground;

“FBCSA” means The Funeral, Burial and Cremation Services Act, 2002 and its Regulations;

“General Manager” means the most senior company manager, or his/her/their designate, in the employ of The Cataraqui Cemetery Company.

“Interment” means the opening and closing of any lot, plot, niche, crypt, or structure for the depositing of human remains or cremated human remains; sometimes known or referred to as ‘burial’, ‘entombment’, or ‘inurnment’;

“Interment Rights” means the right to require or direct the interment or removal of human remains in a lot, plot, niche, or crypt, and direct any associated memorialization;

“Interment Rights Certificate” means the document issued by the Cemetery Operator to the Purchaser (or purchaser assigned party) once the interment rights are paid in full, identifying ownership and authority over the conveyed interment rights. Sometimes known as a ‘deed’;

“Interment Rights Holder” means the person(s) who holds the interment rights to a lot, plot, niche, or crypt as purchased under contract and registered in the Cemetery’s records and conveyed on the Interment Rights Certificate and are members of The Cataraqui Cemetery Corporation;

“Licensed Services” means cemetery services, crematorium services, funeral services, and transfer services and includes interment rights and any other services that are sold or provided by licensed operator or person licensed under FBSCA in the normal course of a business regulated under the FBSCA;

“Licensed Supplies” means caskets, markers, urns, and any other supplies or products that are sold by a licensed operator or person licensed under the FBSCA in the normal course of a business regulated under the FBSCA;

“Lot” and “Plot”

“Lot” means an area of land in the Cemetery containing or set aside to contain human remains, and includes a tomb, crypt, or compartment in a mausoleum and a niche or compartment in a columbarium;

“Plot” means two or more lots for which the Interment Rights have been sold and conveyed as a unit;

“Marker” means any permanent monument, upright marker, tombstone, headstone, grave marker, plaque, flat marker, footstone, ground marker, cornerstone, corner post, vase, planter, potting urn, nameplate, cross, memorial, or any other structure, ornament or embellishment to be affixed to or intended to be affixed to an interment lot, plot, mausoleum, crypt, columbarium, niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

“Mausoleum” means an above-ground structure for the purpose of interment of human remains;

“Member(s)” means any Interment Rights Holder having interment rights at Cataraqui Cemetery

“Niche” means a sealed compartment within a columbarium for the interment of cremated human remains;

“Private structure” means a mausoleum or columbarium, situated within the Cemetery Grounds, set aside for the interment of human remains or human cremated remains of only those persons who are related or affiliated in a manner specified in the contract at the time the interment rights are sold;

“Purchaser” means the individual purchasing the Interment Rights, products, or services. The Purchaser does not hold or maintain the right to direct the interment, entombment, removal of human remains in a lot, plot, niche, or crypt and direct any associated memorialization unless they are registered as an Interment Right Holder and are so named on the Interment Rights Certificate and Cemetery Operator’s registry;

“Registrar” means the registrar of the Bereavement Authority of Ontario as directed by the FBSCA;

“Urn” means any container used to hold cremated remains;

“Vault” means any burial container or a grave liner for which a casket or urn is placed within for in-ground interment within a lot.

SECTION 1 - HOURS of OPERATION

- 1.1 **Office Hours:** The Cemetery Operator’s office, located at 927 Purdy’s Mill Rd, Kingston ON, shall generally be open for business from at least 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding all Company and Statutory Holidays.
- 1.2 **Visitors Hours:** Visitors may only have access and enter the Cemetery Grounds from sunrise to sunset unless written authorization is first obtained from the General Manager or his/her/their designate.
- 1.3 **Interment or Disinterment Hours:** Interment or disinterment shall generally be scheduled to commence any time from 8:30 a.m. to 3:30 p.m., Monday through Friday, excluding Company and Statutory Holidays.

Interment or related interment services requested after the general hours or on a Saturday are subject to approval at the sole discretion of the Cemetery Operator, shall require the written authorization of the General Manager and shall be subject to additional interment surcharges according to the Cemetery Operator's most current price list.

- 1.3.1 **Interment Exceptions:** Interment shall not be permitted on Sundays nor on Statutory or Company holidays unless under exceptional circumstances. Determination of what constitutes an exceptional circumstance shall be at the sole discretion of the Cemetery Operator and if accepted shall require the written authorization of the General Manager and shall be subject to additional interment surcharges according to the Cemetery Operator's most current price list.
- 1.3.2 **Disinterment Exceptions:** Disinterment shall not be permitted outside of general interment hours unless under exceptional circumstance(s) and required by order of a Judge or other health official, shall require the written authorization of the General Manager and shall be subject to additional disinterment surcharges according to the Cemetery Operator's most current price list.

SECTION 2 - GENERAL VISITOR CONDUCT

- 2.1 **Private Property:** Cataraqui Cemetery and its associated grounds are private lands owned by The Cataraqui Cemetery Company. Interment Rights Holders and visitors may enjoy the use of the Cemetery Grounds and shall be governed by the following:
 - 2.1.1 **Governed by this By-law:** All persons coming onto Cemetery Grounds shall abide and be governed by the Cemetery's by-law.
 - 2.1.2 **Enter at Own Risk:** All persons coming onto Cemetery Grounds, for any purpose or cause, do so enter at their own risk and must take care for their own safety and that of other persons accompanying them for whom they are responsible or over whom they exercise authority and must supervise and control such persons accordingly.
 - 2.1.3 **Safety and Security:** The Cemetery Operator assumes no responsibility or liability for the safety, security, or protection of any person(s) while on Cemetery Grounds for any purpose or cause.
 - 2.1.3.1 **Visitors Shall Release the Cemetery Operator:** All persons accept and acknowledge, that by entering and coming onto the Cemetery Grounds, they do hereby release and forever discharge The Cataraqui Cemetery Company, including its officers, directors, employees, heirs, successors and assigns from all manner of actions, causes of actions, claims and demands, for damages, loss or injury, including all claims and possible claims arising out of coming onto the Cemetery Grounds.
 - 2.1.4 **Damage to property:** No person may damage, destroy, remove or deface any tree, plant, marker, fence, structure, or other things placed on Cemetery Grounds.
 - 2.1.4.1 **Responsible and Liable:** Any person(s) responsible for any such damage, destruction, removal, or defacement shall be liable to the Cemetery Operator and to the Interment Rights Holder(s) whose property, as a result, has incurred such damages.
- 2.3 **No Pets:** Pets are not permitted on Cemetery Grounds. Pets will remain in a vehicle at all times and shall not disrupt the quiet of the Cemetery Grounds.

- 2.3.1 **Exception:** Documented service animals are permitted. Documentation shall be made available upon request by the Cemetery Operator for review.
- 2.4 **Special Events:** Special events, including but not limited to parades, assemblies, memorial services or funeral processions may only be permitted on the Cemetery Grounds with prior approval and scheduling of the Cemetery Operator.
- 2.5 **Complaints or Concerns:** Complaints or concerns by Interment Rights Holders or visitors shall first be directed to the office of the Cemetery Operator.
- 2.6 **Vehicles:** While on Cemetery Grounds vehicles shall be driven with a moderate rate of speed that is not more than 20km/h. Drivers will exercise due decorum and avoid disrupting an interment or funeral services.
- 2.6.1 **Not leave Roadways:** Vehicles shall not leave the roadways or main avenues;
- 2.6.2 **Not Park or Drive on Shoulder:** Vehicles shall avoid driving or parking on the shoulder of the avenues or roadways;
- 2.6.3 **Not Park on Grass:** Vehicles shall not park or be driven on any grassed areas;
- 2.6.4 **Cemetery Vehicles Excepted:** Only Cemetery Operator and authorized vehicles are permitted off the avenues or roadways;
- 2.6.5 **Liabile:** Proprietors of vehicles and/or their drivers shall be or liable to the Cemetery Operator or other Interment Rights Holders for any damage done by them or their driver;
- 2.6.6 **Licensed and Insured Vehicles Only:** Unless authorized by the Cemetery Operators, vehicles not licensed under the Highway Traffic Act and not properly insured are strictly prohibited from entering onto Cemetery Grounds;
- 2.6.7 **No All-terrain Vehicles:** Snowmobiles, dirt bikes, and similar or other all-terrain vehicles are prohibited from entering onto Cemetery Grounds unless operated by the Cemetery Operator in performance of its operational demands; and
- 2.6.8 **Bicycles are Permitted:** Bicycles and similar modes are permitted entry onto Cemetery Grounds and shall be operated safely and properly, at a speed of no more the 20km/h, and shall not leave the avenues or roadways.
- 2.7 **Pedestrians:** Pedestrians are welcome to walk the Cemetery Grounds during daylight hours only, but shall use caution at all times when walking on the roadways or avenues intended for vehicle traffic. Pedestrians shall conduct themselves with due decorum to avoid interments and funerals.
- 2.8 **No Firearms:** The discharge of firearms or other similar arms shall be prohibited on Cemetery Grounds except at interment services for which all applicable municipal permits have been issued for the discharge of firearms and for which permission has been granted by the Cemetery Operator.
- 2.9 **No Rubbish shall be Left:** No person shall leave or dump rubbish on Cemetery Grounds.
- 2.10 **No Feeding Wildlife:** No person shall feed or leave food available for wildlife on Cemetery Grounds.
- 2.11 **No Solicitation:** No person shall canvass, solicit, and distribute business cards, post signs, post notices, or post advertising on Cemetery Grounds or at the entrances without the prior written approval of the Cemetery Operator.

- 2.12 **Photographing, Filming or Recording:** Photographing, filming, or recording any part of the cemetery for profit or personal gain may only take place with the prior written approval of the Cemetery Operator:
- 2.13 **Preserve Order:** The Cemetery Operator is required to preserve order and decorum. The staff, General Manager, and the Board of Trustees are empowered to act within their means to preserve the order.
- 2.14 **Expulsion or Barred From Entry:** Any person disturbing or found to have disturbed the quiet and good order of the cemetery and/or who otherwise violates this by-law may be expelled and/or barred from entry to the private grounds of Cataraqui Cemetery for any period or length of time that the Cemetery's Board of Trustees may deem fit.

SECTION 3 - BY-LAWS, AMENDMENTS and NOTICE

- 3.1 **This By-law:** The Cemetery, the Cemetery Operator, Interment Rights Holders, Contractors, and visitors shall be governed by this by-law, and all procedures will comply with the FBCSA and O. Reg.30/11 and 184/12, which may be amended periodically
- 3.2 **Matters not Covered by This By-law:** In all matters, instances, or situations not specifically covered by this cemetery by-law or for each matter to which this by-law is silent, or as extraordinary circumstances may arise, the Cemetery Operator (the General Manager and/or the Board of Trustees) may do anything, which they determine as being reasonable and not in contravention of the FBCSA, or any other Act. Such determination shall be binding upon the Interment Rights Holder(s) and/or all parties concerned.
- 3.3 **Notice of Filing:** Notice of filing a by-law or by-law amendment(s) must be:
 - 3.3.1 **Published:** Published once in a newspaper with general circulation in the locality in which the Cemetery is located.
 - 3.3.2 **Posted:** Conspicuously posted on a sign at the entrance of the Cemetery Grounds; and
 - 3.3.3 **Delivered:** Delivered to each supplier of markers who has delivered a marker to the Cemetery Operator during the previous year if the by-law or by-law amendments(s) pertains to markers and their installation.
- 3.4 **Availability:** Any interested parties may contact the Cemetery Operator for information or to make copies of any by-law or by-law amendments(s) submitted to the BAO.
- 3.5 **Approval of By-law:** All cemetery by-laws and/or amendment(s) to this by-law are subject to the approval of the Cemetery's Board of Trustees and of the Registrar, FBCSA, BAO. Any changes to this by-law, once approved by the Board and the Registrar, shall be in force until confirmed by the Interment Rights Holders at a general meeting of the Interment Rights Holders.
- 3.6 **Severability:** If any provision, section, subsection, article, clause, rule, regulation, or other portion of this by-law is found to be illegal, invalid, or unenforceable the illegal, invalid, or unenforceable portion shall be severed from this by-law and the remainder of this by-law shall continue to be in force.
- 3.7 **Jurisdiction of Law:** This by-law shall be interpreted in accordance with the laws of the Province of Ontario and the Courts of the Province of Ontario shall have exclusive jurisdiction in all matters relating to the enforcement of this by-law.

SECTION 4 - LIABILITY

- 4.1 **Cemetery Operator Liability:** The Cataraqui Cemetery Company, including its officers, directors, employees, heirs, successors and assigns will not be held liable for any loss or damage, direct or collateral, without limitation (including damage by the elements, Acts of God, vandals or other causes beyond the Cemetery Operators control) to any lot, plot, columbaria, niche, mausolea, crypt, monument, marker, structure, tree, garden or other private articles that have been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the Cemetery Operator during the course of performing routine or not routine cemetery operations.
- 4.1.1 **Limitations of Liability:** The liability shall be limited to the extent of the damage caused and the Cemetery Operator shall make a reasonable effort to correct the damage.
- 4.1.2 **Normal Wear and Tear:** Damages to monuments, markers, structures, or other permitted markers sustained over time as a result of routine cemetery maintenance or other activity is considered normal wear and tear

SECTION 5 - CEMETERY OPERATOR'S RIGHT TO CORRECT

- 5.1 **Right to Correct:** The Cemetery Operator reserves the right to correct at its expense any error that may be made by it in making interment or disinterment, installation placement of a marker or structure, or in the description, conveyance, or transfer of any Interment Rights.
- 5.1.1 **Cancel and Substitute:** The Cemetery Operator may cancel conveyance made in error and substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible, or may refund all monies paid on account of such purchase.
- 5.1.2 **Notice of Correction:** Notice of any such correction shall be given to the Interment Rights Holder. If unable to be delivered personally, notice shall be provided by mail to the Interment Rights Holder or legal representative at the last appearing address in the record books of the Cemetery Operator.
- 5.1.3 **Approval and Consent:** If any such correction involves the disinterment of human remains, the Cemetery Operator shall obtain the approval of the Medical Officer of Health and consent of the Interment Rights Holder.

SECTION 6 - PUBLIC REGISTER

- 6.1 **Maintain a Public Register:** According to Provincial legislation, Section 110 of O.Reg. 30/11, the Cemetery Operator shall maintain a public register that is available to the public during regular office hours.

SECTION 7 - RIGHT TO RE-SURVEY

- 7.1 **Right to Re-Survey or Alter:** The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove any plantings, grade, close pathways or roads, alter in shape or size, construct or modify any building or structure or otherwise change all or any part of the Cemetery Grounds, subject to the approval of the appropriate authorities.

- 7.1.1 **Easement or Right of Way:** The Cemetery Operator reserves the right to create or remove easements and rights of way over and through all of the Cemetery premises to install, maintain, or operate utility or communication lines, drains, irrigation systems, or for any other cemetery operation purposes provided that no burials or sale of Interment Rights have taken place in these areas;

SECTION 8 - TYPES of INTERMENT RIGHTS and BURIAL OPTIONS

- 8.1 Cataraqui Cemetery currently offers interment rights for the following burial options and programs:
- a) **Standard Adult Burial Lot:** are located throughout the Cemetery as per the official plan and are 36 inches in width by 120 inches in length (91.44cm x 304.8cm). The capacity in these lots is up to five (5) cremation interments or one (1) casket interment and four (4) cremation interments on top;
 - b) **Infant Lot:** are located in Section New C and can be either 18 inches by 36 inches (45.72cm x 91.44cm) or 24 inches in width by 36 inches in length (60.96cm x 91.44cm). The capacity is one (1) infant casket or the cremation interment of an infant or product of conception;
 - c) **Cremation Lot - Single:** are located throughout the cemetery as per the official plan and the size of each lot is 24 inches by 24 inches (60.96cm x 60.96cm). The capacity is one (1) cremation interment;
 - d) **Cremation Lot - Companion:** are located throughout the cemetery as per the official plan and the size of each lot is 24 inches by 24 inches (60.96cm x 60.96cm). The capacity is two (2) cremation interments;
 - e) **Cremations Lot - Pathway of Gardens of Nicaea:** are located in the Gardens of Nicaea section and the size is 42 inches in width by 60 inches in length (106.68cm x 152.4cm). The capacity is four (4) cremation interments;
 - f) **Cremation Lot - Community Garden:** are located throughout the cemetery as per the official plan. Each garden consists of several cremation lots. Each lot measures 24 inches by 24 inches (60.96cm x 60.96cm). The capacity is for up to two (2) cremation interments unless otherwise stated on the Sale Contract and Interment Rights Certificate;
 - g) **Cremation Lot - Private Garden:** are located throughout the cemetery as per the official plan. Each garden is a private cremation lot and can vary in size and interment options as specified on the Sales Contract and the Interment Rights Certificate;
 - h) **Cremation Lot - Tree Program:** are cremation lots that are located throughout the Cemetery as per the official plan. At the base of a tree or shrub is a cremation lot each measuring 24 inches x 24 inches (60.96cm x 60.96cm) unless otherwise specified on the Sales Contract and the Interment Rights Certificate. The capacity is for up to two (2) cremation interments unless specified on the Sales Contract and the Interment Rights Certificate;
 - i) **Military Lot:** are located in the Military Section in Old G and the size is 36 inches in width by 120 inches in length (91.44cm x 304.8cm) and only available for the Department of National Defense (DND) or Department of Veterans Affairs (DVA) eligible individuals and their partners. These lots allow for up to two (2) cremation interments or one (1) casket interment plus one (1) cremation interment on top. Markers shall be limited to one (1) military-style placed in the headstone row and one flat marker at the foot of the lot. Marker design, dimensions, and placement shall be as per the marker regulations detailed in Section 18 of this by-law;
 - j) **Niches:** are located throughout the cemetery as per the official plan, vary in size, and vary in the number of interments permitted as specified on the Sales Contract and the Interment Rights Certificate. Niches may be part of a community structure or a private structure; Inscriptions shall be pursuant to standards detailed in Section 18 of this by-law.

- k) **Crypts:** are available and located throughout the cemetery as per the Cemetery plan, each allowing for one (1) casket entombment with the size, design, and location of the crypt specified on the Sales Contract and the Interment Rights Certificate. Crypts may be part of a community structure or a private structure; Inscriptions shall be pursuant to standards detailed in Section 18 of this by-law; and
 - l) **Assisted Burial Lot:** are full-size adult burial lots, measuring 36 inches in width by 120 inches in length, (91.44cm x 304.8cm) located in Section B, as per the Cemetery’s official plan. According to subsection 164 of O.Reg.30/11 and subsection 3 of O.Reg. 184/12, made under the FBCSA, these lots are reserved only for the interment of an eligible individual with written direction, received by the Cemetery Operator, from a delivery agent as defined in the Ontario Works Act. Lots are assigned by the Cemetery Operator and only at the time of need. Interment Rights shall be conveyed to the Purchaser. Each lot allows for one (1) casket interment and one (1) pillow style marker in the headstone row. Pillow marker design, dimensions, placement, and authorization shall be, in accordance with the standards detailed in Section 18 of this by-law.
- 8.2 **Common Ground:** provides the option for the interment of cremated human remains without the purchase of Interment Rights. This option makes no provision or allowance for memorialization or other rights or privileges.
- 8.3 **Scattering Rights:** The Cemetery Operator does not currently offer scattering rights.
- 8.3.1 **Scatterings are Non-recoverable:** Any earlier scatterings of cremated human remains or the interment of loose cremated human remains shall be considered as non-recoverable and shall mean the option for disinterment is not possible.
 - 8.3.2 **No Surface Scattering:** Surface scatterings are not permitted on any form of interment rights listed in Section 8 of this by-law, in or on any water feature(s) nor on any Cemetery Grounds.
- 8.4 **“Old” Lot/Plot Sizes and Interment Limitations:** Since first made available in 1850, there have been various sizes of burial lots and plots purchased and conveyed at Cataraqui Cemetery. Adult burial lots purchased on or before June 30, 2012, and conveyed on the Interment Rights Certificate can typically measure 30 inches in width by 120 inches in length (76.2cm x 304.8cm) if generally purchased before 1955, or 36 inches in width by 120 inches in length (91.44cm x 304.8cm) if purchased after 1955, unless otherwise stated on the Sales Contract and the Interment Rights Certificate; and generally allow for up to eight (8) cremation interments or one (1) casket interment and six (6) cremation interments on top, unless otherwise stated on the Sales Contract and the Interment Rights Certificate.

SECTION 9 - CARE and MAINTENANCE (C&M) FUND CONTRIBUTIONS

- 9.1 **Requirements of C&M:** It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or percentage of the purchase price (excluding tax) of all interment rights sold and a prescribed amount for all markers or private structures is contributed into the Cemetery Operator’s care and maintenance fund(s).
- 9.2 **Amounts:** The amounts prescribed for the C&M contribution(s) are established by the FBSCA as a percentage or as a fixed amount.
 - 9.2.1 **Price List:** The amounts for C&M shall be detailed in the Cemetery Operator’s most current price list.
- 9.3 **C&M Interest or Income:** Interest or income from the fund(s) shall be used by the Cemetery Operator to provide for the care and maintenance of the Cemetery Grounds including but not limited to: the lots, markers, general cemetery grounds, roadways, landscape features, and facilities;

- 9.4 **C&M May Be Non-Refundable:** Contributions to the care and maintenance fund(s) are not refundable, except when the interment rights are cancelled within the thirty (30) day waiting period if the waiting period was not waived.
- 9.5 **Operator May Retroactively Collect C&M:** According to Section 95 (2) of O. Reg. 30/11, if interment rights were sold or transferred, or a marker was installed, before 1955 in a cemetery that is not a commercial cemetery (such as Cataraqui Cemetery), and if no money was collected to be held in trust for the purpose of maintaining the cemetery or for the purpose of maintaining its markers, as the case may be, the Cemetery Operator may charge the Interment Rights Holder an amount no greater than the amount that the operator would be required under the Act to pay into a care and maintenance fund or account for the cemetery if equivalent interment rights were sold or transferred, or an equivalent marker was installed, at market price, pursuant the operators most current price list, on the day the rights holder is charged.
- 9.6 **Monument and Marker Maintenance:** To the extent that the income from the Monuments Care & Maintenance fund permits, the Cemetery Operator will stabilize and secure the monuments and markers within the Cemetery. Income from the fund may be used at the Cemetery Operator’s discretion to either repair, set, or lay down any monument or marker that is deemed by the Cemetery Operator to be a risk to public health and safety. Priority shall be given to a monument or marker that poses the greatest risk to public health and safety. Any repair work to secure or stabilize the marker shall be reversible and in accordance with approved heritage conservation methods. The fund also provides the funds necessary to maintain the area(s) immediately around the monument and markers. The placement of a monument or marker creates an obstruction to the mowers, therefore adding to the string trimming, grass cutting, or other basic maintenance activities. The fund is not intended to repair broken or deteriorated private markers or to clean private markers. Any such work or repair to a private monument or marker shall be at the expense of the Interment Rights Holder or the individual requesting such work. Estimates and consultations may be obtained from the Cemetery office.
- 9.7 **Exceptions to Care and Maintenance:** The planting, removal or trimming of trees and shrubs on individual lots, preparation of flower beds on individual lots, cleaning memorials and markers, and other services are deemed additional services outside of the requirements of the C&M fund(s). A reasonable fee may be levied to the Interment Rights Holder or person requesting if the Cemetery Operator is asked or required to perform such work. Some basic services are detailed in the Cemetery Operator’s most current price list.

SECTION 10 - PURCHASE of INTERMENT RIGHTS

- 10.1 **Purchase of Interment Rights:** Interment Rights may be purchased from the Cemetery Operator according to the plans approved by the BAO, and which are on file in the office of the Cemetery Operator.
- 10.2 **Not Real Estate:** The purchase of interment right is not a purchase of real estate or real property.
- 10.3 **Co-Interment Rights Holders:** Interment rights may be jointly owned by two (2) or more individuals. Only those individuals named on the Interment Rights Certificate and the official Cemetery Register of Interment Rights Holders shall be considered as the Interment Rights Holders.
- 10.3.1 **Tenants in Common:** When two (2) or more individuals are named as Co-Interment Rights Holders, the ownership of the interment rights shall be held as tenants in common unless the Cemetery Operator is instructed otherwise, in writing by all Co-Interment Rights Holders, at the time of purchase or transfer.

- 10.4 **Cemetery Operator Price List:** Prices and fees for Interment Rights as well as licensed Cemetery/Crematorium supplies and services shall be set out in the Cemetery Operator's most recent price list. The price list shall detail and include the applicable portion for deposit to the Cemetery Operator's Care and Maintenance Funds, as prescribed by the FBCSA.
- 10.5 **Payment:** Payment for Interment Rights as well as Licensed Cemetery/Crematorium Supplies and Services shall be made and deposited at the office of the Cemetery Operator
- 10.6 **Rights of an Interment Rights Holder:** Interment Right Holders shall acquire only the right and privileges to:
- a) direct the interment of human remains or cremated human remains within the lot, niche, or crypt to which the interment rights relate;
 - b) erect or install a marker or place inscription on the lot or other receptacle for human remains to which the interment rights relate subject to the conditions set out in this cemetery by-law;
 - c) have reasonable access to the lot to which the interment rights relate at any time, except as prohibited by this cemetery by-law;
 - d) once the interment rights have been paid in full, receive an Interment Rights Certificate from the Cemetery Operator; and
 - e) become a member of The Cataraqui Cemetery Company.
- 10.7 **Provide to Purchaser:** The Cemetery Operator shall provide each purchaser, at the time of sale, with:
- a) a copy of the contract;
 - b) a copy of the cemetery By-law(s);
 - c) a copy of the most current Price List;
 - d) a copy of the Consumer Guide; and
 - e) an Interment Rights Certificate upon payment in full and after the thirty (30) day waiting period if the waiting period was not waived.
- 10.8 **Notice of Change of Address:** Interment Rights Holders, as members of the Corporation, are reminded that any changes in their mailing address should be updated with the Cemetery Operator.
- 10.9 **Abandoned Interment Rights.** In accordance with the requirements of Section 49 of the FBCSA, if any interment rights are sold and not exercised the Cemetery Operator may apply to the Registrar, FBCSA, BAO for a declaration that the Interment Rights Holder of record has abandoned the interment rights.

SECTION 11 - CANCELLATION of INTERMENT RIGHTS PURCHASED BEFORE JULY 1, 2012

- 11.1 **Right to Cancel Sales Contract:** Upon receiving written notice from the purchaser of the interment rights, and when the interment rights have not been exercised, and when the interment rights were purchased before July 1, 2012, the Cemetery Operator will cancel the contract, in accordance with the cancellation terms on the contract, and issue the appropriate refund to the purchaser of cemetery record of the interment rights within thirty (30) days.
- 11.2 **Refund:** The refund amount for purchased interment rights, shall be the amount paid by the Purchaser to the cemetery Operator less the amount contributed to the care & maintenance fund as required at the time of purchase.
- 11.3 **Cancellation of a Plot or Group of Lots:** Interment Rights for any plot or group of lots that were purchased or conveyed as a contiguous unit or group may only be cancelled as the same contiguous unit or group that was conveyed on the Interment Rights Certificate when originally purchased, unless prior arrangement is made with the Cemetery Operator to approve and sever the unused individual lots or plots to be cancelled from the used lot(s), and all associated fees have been paid.

- 11.3.1 **Individual lots are indivisible.** Each individual or single lot may not be subdivided.
- 11.4 **No Cancellation of Transferred Interment Rights:** Interment rights that have been transferred (by sale, gift, or bequest) from the original purchaser (transferor) to the current Interment Rights Holder(s) transferee may not be cancelled with the Cemetery Operator for a refund of any kind.
- 11.5 **Interment Rights that are Jointly or Co-Owned:** Any lot or plot that is jointly or co-owned as per the Cemetery Operator's records, must have the written authorization from each joint or co-owner(s) to cancel or sever the interment rights.

SECTION 12 - CANCELLATION of INTERMENT RIGHTS PURCHASED ON OR AFTER JULY 1, 2012.

- 12.1 **Right to Cancel:** Within thirty (30) days of when the Sales Contract was written and upon receiving written notice from the Purchaser of cemetery record for any interment rights that were purchased July 1, 2012, or thereafter, and if the thirty (30) day waiting period was not waived, and if the interment rights have not been exercised, the Purchaser will receive all the money paid for the interment rights.
- 12.2 **Cancellation of a Plot or Group of Lots:** Interment rights for any plot that was purchased or conveyed as a contiguous unit or group of (p)lots may only be cancelled as the same contiguous unit or group when originally purchased unless prior arrangement is made with the Cemetery Operator to approve and sever the unused individual lots or plots to be cancelled, and all associated fees have been paid.
- 12.3 **No Cancellation of Transferred Interment Rights:** Interment rights that have been transferred by sale, gift, or bequest from the original purchaser to the current Interment Rights Holder may not be cancelled with the Cemetery Operator for refund.
- 12.4 **Interment Rights that are Jointly or Co-Owned:** Any lot or plot that is jointly or co-owned as per Cemetery Operator's records, must have the written authorization from each joint or co-owners to cancel or sever the interment rights.

SECTION 13 - TRANSFER of INTERMENT RIGHTS by RE-SALE, GIFT, or BEQUEST

- 13.1 **Right to Transfer Interment Rights:** Interment rights (used or unused) may be transferred to a third party by re-sale, gift, or bequest, conditional to this cemetery by-law and the FBCSA.
- 13.2 **Transfer Must be Carried Out Through the Cemetery Operator:** All transfers of interment rights, whether by re-sale, gift, or bequest, must be carried out through the Cemetery Operator. The Interment Rights Holder(s) (transferor) and the Purchaser(s)/Recipient(s) (transferee) shall meet the qualifications and requirements as outlined in this by-law and by the FBCSA.
- 13.3 **Cemetery Operator May Re-purchase:** Interment Rights Holder(s) may first offer the interment rights to the Cemetery Operator for re-purchase. The cemetery must inform the Interment Rights Holder of the value or price of the same or similar interment rights, as detailed by the Cemetery Operator's most current price list.
- 13.4 **Cemetery Operator may Refuse an Offer to Re-purchase:** The Cemetery Operator may refuse the offer or re-purchase and negotiate the purchase price, so long as the seller acknowledges being aware of the Cemetery Operator's current price list amounts for the interment rights.

- 13.4.1 **No repurchase of exercised interment rights:** The Cemetery Operator will not accept any offer to repurchase any interment rights that have been used or exercised.
- 13.4.2 **Counteroffer:** The Interment Rights Holder may refuse any counteroffer made by the Cemetery Operator to re-purchase the offered interment rights.
- 13.5 **Third-Party Sale/Purchase:** If the Cemetery Operator chooses not to re-purchase the interment rights, and/or the Interment Rights Holder does not accept the Cemetery Operators counteroffer, the Interment Rights Holder may re-sell the interment rights to a third party for no more than the price listed on the most current cemetery price list.
- 13.6 **Transfer of Plot or a Group of Lots:** Interment rights for any plot that was purchased or conveyed as a contiguous unit or group of (p)lots may only be transferred (by re-sale, gift, or bequest) as the same unit or group that was conveyed on the Interment Rights Certificate when originally purchased, unless prior arrangement is made with the Cemetery Operator to approve and sever the unused individual lots or plots to be cancelled or sold, and all associated fees have been paid.
- 13.7 **May Not Subdivide:** The Interment Rights Holder(s) may not subdivide the interment rights to any individual lot, niche, crypt, or private structure.
- 13.8 **Transfer Requirements:** The Interment Rights Holder(s) (transferor) who intends to transfer (by sale, gift, or bequest) shall only do so following this by-law and the FBCSA and shall provide any documentation requested by the Cemetery Operator so that the Cemetery Operator can be satisfied with the authority and identity of the Interment Rights Holder and to confirm the ownership of the interment rights and to provide the person acquiring the interment rights (transferee) with the required Interment Rights Certificate as well as any accompanying documentation or information necessary to properly register the transfer with the Cemetery Operator.
- 13.9 **Transferor and Transferee Requirements:** The transferor and or transferee who intends to transfer the interment rights by gift, by sale, or by bequest shall provide the Cemetery Operator with:
- 13.9.1 **Endorsement:** The Interment Rights Certificate that has been endorsed, in writing, by the current Interment Rights Holder(s) of Cemetery record (transferor). The endorsement shall include:
- 13.9.1.1 a statement, signed and dated by the transferor(s) that is transferring the Interment Rights, acknowledging the transfer and that it is by either sale, gift, or by bequest to the transferee(s);
- 13.9.1.2 the name(s) and address(es) of the transferee(s);
- 13.9.1.3 the date on which the Interment Rights were sold, gifted, or bequeathed by the transferor(s) to the transferee(s);
- 13.9.1.4 a written statement of the number of lots that have been used in the plot and the number of lots that remain, including the number of burials interred and where they are within the lot/plot;
- 13.9.1.5 a statement of any money owing to the Cemetery Operator in respect of the Interment Rights;
- 13.9.1.6 any other documentation in the transferor(s) possession relating the interment rights.

- 13.9.2 **Identification:** The transferor and/or transferee shall provide any documentation necessary for the Cemetery Operator to be satisfied in confirming the identity of the transferor(s) as the Interment Rights Holder(s) of Cemetery record.
- 13.9.3 **Transfer by Bequest:** In the case of a transfer by bequest, the Cemetery Operator shall, for proof of ownership, reserve the right to require a notarized copy of the Last Will and the Certificate of Estate Trusteeship, or other evidence satisfactory to the Cemetery Operator.
- 13.10 **Cemetery Operator Requirements:** The Cemetery Operator will provide the Transferee with the following documents:
- 13.10.1 a copy of the Interment Rights Certificate endorsed by the current transferor(s);
- 13.10.2 a copy of the Cemetery Operator's current by-law(s);
- 13.10.3 a copy of the Cemetery Operator's current price list;
- 13.10.4 a written statement of the number of lots that have been used in the plot and the number of lots that remain available; and
- 13.10.5 any other documentation presented by the transferor(s), according to item 13.8.2.6, that is relating to the interment rights.
- 13.11 **Cemetery Operator Reserves the Right to Require Other Evidence of Endorsement:** In cases of transfer of ownership of Interment Rights by will or bequest, the Cemetery Operator shall, for proof of ownership, reserve the right to require the claimant(s) to produce a notarized copy of the Last Will and the Certificate of Estate Trusteeship, or other evidence of endorsement satisfactory to the Cemetery Operator.
- 13.12 **Cemetery Operator to Issue Interment Rights Certificate:** Once the endorsed Interment Rights Certificate and the required authorizations, documentation and information have been received to the satisfaction of the Cemetery Operator from the transferor(s) or transferee(s), and the appropriate administration fee(s) have been paid to the Cemetery Operator, the Cemetery Operator will issue a new Interment Rights Certificate to the transferee(s).
- 13.13 **Transfer Considered Final:** Upon completion of the transfer of interment rights, payment of any administration fees (or other fees owed to the Cemetery Operator concerning the interment right(s) and upon issuance of the new Interment Rights Certificate, the transferee(s) shall be considered the current Interment Rights Holder(s) record for the conveyed interment rights and the transfer (by sale, gift or bequest) shall be considered final.
- 13.13.1 **Transfer may not be cancelled:** A transfer of the interment rights is final and may not be cancelled or reversed for a refund with the Cemetery Operator.
- 13.14 **Duplicate Interment Rights Certificate:** The Cemetery Operator may charge any applicable administration fee(s) for the issuance of a duplicate Interment Rights Certificate as may be needed to endorse a transfer of the interment rights or for any other reason (lost, misplaced, damaged, etc...).
- 13.15 **Transfer Registration or Administration Fees:** The Cemetery Operator may charge or levy, as they may apply, administration fees to verify and register a transfer of the interment rights. All fees related to the registration and the issuance of a duplicate Interment Rights Certificate or the administration fees to verify and register a transfer of interment rights shall be per the Cemetery Operator's most current price list.

SECTION 14 - INTERMENTS and DISINTERMENTS

- 14.1 **Written Permission of Interment Rights Holder(s):** For each interment of human remains in a lot, plot, niche, or crypt to which the interment rights relate, the Cemetery Operator shall receive the written consent of the Interment Rights Holder or a person authorized to act on the Interment Rights Holder's behalf.
- 14.1.1 **Exception - Interment of Interment Rights Holder:** For each instance that the interment is for the Interment Rights Holder of record, written consent for interment shall be provided by the next of kin or estate executor of the Interment Rights Holder of cemetery record.
- 14.1.2 **Exception - Interment of Spouse of Interment Rights Holder:** For each instance that the interment is for the legal spouse (widow or widower) of the Interment Rights Holder of record, written consent for interment shall be provided by the next of kin or estate trustee of the Interment Rights Holder of cemetery record.
- 14.2 **Permission When Interment Rights are Jointly Held by Co-Owners:** When the Interment Rights to a lot or plot are held jointly by two or more individuals, an order for interment and written consent shall be accepted from any one of the Co-Interment Rights Holders of Cemetery record.
- 14.3 **Only Human Remains Shall be Interred:** Only human remains or cremated human remains shall be permitted interment within the Cemetery Grounds.
- 14.3.1 **No Surface Scattering:** Surface scattering of cremated human remains is prohibited within the Cemetery grounds.
- 14.3.2 **No Pets or Animals:** Remains of pets or other lower animals, including cremated animal remains, are not permitted to be buried or scattered within the Cemetery.
- 14.4 **Must Enter into Contract with the Cemetery Operator for All Services and Supplies:** A Sales Contract is required before each interment or disinterment of human remains or cremated human remains. The purchaser or Interment Rights Holder or person authorized to act as a representative for the person to be interred, must enter into a Sales Contract, with the Cemetery Operator, providing such information or written statement as may be required by the Cemetery Operator in compliance with the FBCSA and O. Reg. 30/11 and 184/12, for the completion of; a sales contract; an interment order form; an interment authorization form, a disinterment order form; and the Cemetery Operator's public register(s).
- 14.5 **Payment:** All interment or disinterment fees, as prescribed in the Cemetery Operator's current Price List, shall be deposited with an official of the Cemetery Operator before the interment or disinterment shall take place.
- 14.5.1 **Purchaser Responsible for Payment:** The Purchaser, as identified on the signed sales contract shall be responsible for all fees. If for whatever reason the Purchaser defaults on payment and the interment has occurred, then both the Purchaser and the Interment Rights Holder(s) of record shall be responsible to pay the Cemetery Operator any unpaid fees.
- 14.6 **Authorization from a delivery agent as defined in the Ontario Works Act:** Written instruction from a delivery agent as defined in the Ontario Works Act must be submitted to the Cemetery office before an Assisted Burial may take place.
- 14.6.1 **Cemetery Operator Right to Refuse:** The Cemetery Operator reserves the right to refuse any request from a delivery agent as defined in the Ontario Works Act if the agency or the

decedent/recipient is not from the same municipality that serves the municipality or district to which the Cemetery is located.

- 14.7 **Interment Fees:** The interment fee shall include the opening and closing of the lot or structure, staffing, the registration of the interment, and all other clerical tasks as well as (when applicable) the use of planking, dressings, mats, lowering devices, etc. All interments and related services or supplies and shall be subject to the fees prescribed in the Cemetery Operator's current Price List.
- 14.8 **Burial Permit or Certificate of Cremation is Required Before Interment:** A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province or, as may be applicable, a Certificate of Cremation, must be provided and deposited to the office of the Cemetery Operator prior to any interment taking place.
- 14.9 **Scheduling an Interment/Disinterment:** All interments are scheduled exclusively by the Cemetery Operator and subject to the Cemetery Operator's availability, scheduling considerations, and interment hours per Section 1 of this by-law. Families and or their funeral establishment that are requesting specific interment dates or times are reminded to consult with the Cemetery Operator before committing to any date or time. The Cemetery Operator will strive to accommodate all reasonable requests, but, scheduling is subject to a first come first served basis with the understating that interments are further subject to the Cemetery Operator's scheduling/availability, operational demands, weather conditions, and the availability of Cemetery staff.
- 14.10 **Notice for Interment/Disinterment:** The Cemetery Operator shall be provided with at least two (2) full business days of notice for each interment. A 'business day' shall be according to Section 1 of this by-law.
- 14.11 **Oversized or Plus Size Interments:** As a consequence of the increasing use of oversized caskets or oversized urns, casket vaults, urn vaults, or other outer containers, the Cemetery Operator shall not assume responsibility for the reduction in the number of interments that may be made in any lot, plot, or niche.
- 14.11.1 **Oversized Interments Shall be Denied:** Oversized or plus-sized caskets, urns, or vaults shall be denied for interment if the casket, urn, or vault does not fit within the measurements of the conveyed single lot, niche or crypt.
- 14.12 **Requirements for Establishing Notice of Interment/Disinterment:** The Cemetery Operator shall consider the requirement of two (2) business days of notice as being satisfied when; notice is provided to the office of the Cemetery Operator when the office is open, per Section 1 of this by-law; when the Purchaser of the services has completed a Sales Contract with the Cemetery Operator; and the proper interment authorization(s) is confirmed by the Cemetery Operator.
- 14.12.1 **Timely Preparation:** The Cemetery Operator shall not be responsible for the preparation of any interment without first receiving sufficient notice and accepting such notice. If notice is insufficient, or if the purchaser cannot complete a Sales Contract in time or provide proper authorization in time, the interment request may be denied by the Cemetery Operator and alternative times and dates will be offered. Request for interment provided to the Cemetery Operator with less than two (2) full business days of formal notice may be accepted by the General Manager or designate if staffing and scheduling allow. Additional surcharges and fees to prepare short notice interments may apply as prescribed by the Cemetery Operator's most current price list
- 14.13 **Disinterment:** A disinterment shall be subject to the coordination and scheduling of services or other suppliers as well as the availability of a public health official, clergy, cemetery staff, and a funeral director if such persons are required to attend.

- 14.13.1 **Disinterment Permission and Consent:** Disinterment of human remains shall not be permitted without the written consent of the Medical Officer of Health and the Interment Rights Holder, except on an order from the Court or as provided in the FBCSA. Prior Notification of the Medical Officer of Health is not required in the case of cremated human remains.
- 14.13.2 **Cremated Human Remains may not be Fully Recoverable:** Disinterment of cremated human remains that have been loosely interred (without an urn or in a biodegradable urn) are not fully recoverable and therefore cannot be disinterred.
- 14.13.3 **Restricted Viewing:** A funeral director, member of the clergy, or Medical Officer of Health in the presence of Cemetery Personnel shall be the only individuals permitted to view a disinterment.
- 14.13.4 **Fees for Disinterment:** Fees for a disinterment shall be according to the Cemetery Operator's most current price list. Any additional third-party fees shall be the responsibility of the Purchaser.
- 14.14 **Closed Caskets, Urns, or Other Containers:** Human remains or cremated human remains to be interred in a lot, niche, or crypt shall be enclosed and sealed securely in a container of sufficient strength or material to permit interment with the container remaining closed and intact. The container shall be of a size to permit interment or entombment within the dimensions of the assigned lot, plot, niche, or crypt.
- 14.14.1 **Delivery of Human Remains:** Human remains must be delivered to the Cemetery for interment in a closed casket or container, unless advance permission is granted, in writing, by the Cemetery Operator.
- 14.14.2 **Delivery of Cremated Human Remains and Right to Inspect Contents:** Cremated human remains must be delivered to the Cemetery for interment in a closed cremation urn or another suitable container. The Cemetery Operator retains the right to open and inspect, before interment, the contents of any urn or container it suspects as containing human cremated remains or other cremated remains.
- 14.14.3 **Vaults, Shells, or Grave Liners:** Caskets or urns may be interred with an outer contained (vault, shell, or grave liner). Such items are not required of the Cemetery Operator. Should an outer container of concrete, steel, or other materials be used, additional interment surcharges may apply as outlined by the Cemetery Operator's most current price list.
- 14.15 **Cemetery Operator's Right to Reschedule an Interment or Disinterment:** The Cemetery Operator reserves the right to reschedule any interment or disinterment without any liability to the Cemetery Operator, including its officers, directors, employees, heirs, successors, and assigns if the General Manager reasonably deems that weather conditions (including but not limited to: snow, ice, high winds, heavy rain, hail, lightning, extreme heat, extreme cold, etc...) or any other factors may pose a risk to public health and safety or the health and safety of cemetery staff. If an interment cannot proceed as scheduled, the Cemetery Operator shall provide notice, as soon as reasonably possible to the Purchaser and/or the attending funeral establishment if such be the case. Alternative dates and times will be offered.
- 14.16 **Cemetery Staff to Open and Close a Lot, Niche, or Crypt:** Only a person in the employ or under the direction of the Cemetery Operator shall open and close a lot, niche, or crypt.
- 14.17 **Supervised Interments/Disinterments:** An employee of the Cemetery shall supervise each interment or disinterment.

- 14.18 **Dignified Ceremony:** The Cemetery Operator shall permit within the Cemetery only those activities and insignia in keeping with a dignified ceremony.
- 14.19 **Funeral Gathering and Procession Routes:** For each interment, attendees shall gather at the location and time assigned by the Cemetery Operator and all funeral processions shall follow the designated route at the time designated by the Cemetery Operator.
- 14.20 **Arriving Early or Later than Scheduled:** All reasonable efforts shall be made by attendees and funeral establishments to arrive at the scheduled time for an interment. Gatherings for interment services or funeral processions arriving early or late for the scheduled or assigned time for the interment may be required to wait until the scheduled time or, if late, forfeit the arranged time slot. Subject to scheduling availability, late arrivals may be deferred to a later time slot or to another day. Interment surcharges for late arrival or rescheduling may apply.
- 14.21 **Due Care:** The Cemetery Operator shall exercise all due care in making interments and/or disinterments.
- 14.21.1 **Liability:** The Cemetery Operator shall not be responsible or liable for any damage or disturbance to any casket, urn, vault, other container, marker, structure, memorialization, plantings, gardens, trees, shrubs, embellishments, or other lots sustained as a result of preparing (opening and closing) for interment or disinterment.
- 14.21.2 **Right of Passage:** The Cemetery Operator retains the right of passage over every lot or grave (including flat markers) so that cemetery operations may be performed effectively.
- 14.21.3 **Right to Temporarily Remove or relocate a Marker:** The Cemetery Operator retains the right to temporarily remove or relocate any monument, marker, structure, foundation, or other memorialization so that cemetery operations involving the opening and closing of a lot may be performed.
- 14.21.4 **Right to Remove any Planting or Obstructions:** The Cemetery Operator retains the right to remove any obstructions (including but not limited to flowerbeds, gardens, garden edging, plantings, trees, and or shrub) from a lot or plot as deemed necessary and required by the Cemetery Operator to complete its obligation for interments or disinterments.
- 14.21.4.1 **Cemetery Operator not Responsible to Replace Obstructions:** If such items are removed, those only such items that are included with the purchase of interment rights (such as cremation garden, tree programs, etc...) or contractual perpetual gardens shall be replaced by the Cemetery Operator. The Cemetery Operator is not responsible or liable to replace, repair, replant, and or provide any form of compensation for items planted or placed on the lot or plot, niche, crypt, or structure,
- 14.21.5 **Obstructions to Interment:** The Cemetery Operator further retains the right to charge the Purchaser or the Interment Rights Holder(s) any fee as may be appropriate for the removal and or reinstallation of any monument, marker, structure, garden, tree, shrub, foundation, or memorial from such lot, plot structure, niche or crypt as required to complete the interment.
- 14.21.6 **Mounding of Earth:** The opening of a lot for burial necessitates the temporary mounding of earth on adjacent lots or once the grave is closed after the burial. The Cemetery Operator reserves the right to determine the location of the temporary mound and make a reasonable effort to restore the affected lot and adjacent lot(s), as soon as possible following the closing of the grave, to the original condition of the ground at the time of original purchase.

- 14.21.7 **Temporary Setup:** If it is determined that the ground in or around a burial site is not stable or safe to set a lowering device for a casket burial or to support the weight of the setup, lowering device, casket, and applicable vault, the Cemetery Operator, may establish a temporary set up in a safe but nearby placement near the lot. Notice of any such instance, as soon as the situation presents and a decision is confirmed by the Cemetery Operator, shall be provided to the attending funeral establishment or Purchaser.
- 14.22 **Lowering of the Casket:** During an interment service, the lowering of the casket fully into the grave or the closing of the lot while mourners are present shall be permitted only under special circumstances with advance notice to the Cemetery Operator and with the approval of the General Manager.
- 14.22.1 **Witnessing the Closing of a Lot:** Any lot that is prepared for a casket burial shall be closed by the Cemetery Operator immediately after the attendees have left the site. A request to witness or participate in the closing of a lot shall be made in advance to the Cemetery Operator and shall require the permission of the Cemetery Operator. To ensure safe conditions are maintained at all times, attendees wishing to witness the closing of a lot shall remain at least 30 feet (10m) from the open lot or any such distance as may be determined necessary by the Cemetery Operator. Any person participating in the closing of a lot shall comply with the instructions given by Cemetery Operator staff.
- 14.23 **Removal of Human Remains or Cremated Human Remains from the Cemetery Grounds:** Once interred, no person shall remove human remains from the Cemetery Grounds unless a certificate of a Medical Officer of Health or the Cemetery, confirming compliance with the FBCSA, is affixed to the container. Once interred no person shall remove cremated human remains from the Cemetery Grounds without the approval of the Cemetery Operator. A Burial Permit under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the FBCSA. A certificate of cremation is required to reinter cremated human remains.
- 14.24 **Floral Tributes from Funeral Services:** Cut flowers, sprays, or other floral arrangements placed on a grave specifically for a funeral service shall be removed and discarded by the cemetery staff after a reasonable time in order to protect the sod and/or to maintain a tidy appearance. Any glass vases or breakable containers that are left shall be immediately removed and discarded without notice.

SECTION 15 - CARE and PLANTING of INTERMENT RIGHTS

- 15.1 **Care & Maintenance provided by the Cemetery Operator:** A portion of the price of interment rights is trusted into the Cemetery Operator's Care & Maintenance fund. The income generated from this fund is used to maintain, secure, and preserve the Cemetery Grounds and markers. Services that can be provided through this fund include.
- Re-leveling and seeding of lots;
 - Maintenance of trees or gardens for which interment rights have been purchased;
 - Maintenance of the Cemetery's perimeter gates or fences;
 - Maintenance of Cemetery's grounds, landscaping or landscape features;
 - Maintenance of cemetery roads, sewer, water, and electrical systems;
 - Maintenance of mausolea and columbaria; and
 - Repairs and general upkeep of Cemetery maintenance buildings and equipment.
- 15.1.1 **Not Covered by the Care & Maintenance Fund:** The planting or trimming of trees and shrubs on individual lots, preparation of 'family' planted flower beds, cleaning of markers, and other special services are deemed to be additional to the services that are outside of the services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office.

- 15.2 **May Not Change the Surface of a Lot, Niche, or Crypt:** No person, other than the Cemetery Operator, shall remove sod or in any way change the surface of any lot, crypt, niche, structure, garden, or tree for which interment rights have been purchased or are available for purchase.
- 15.3 **Plantings are Restricted/Limited:** No person shall add grass seed, soil dressing, plantings, trees, flowerbeds, or shrubs within the Cemetery Grounds except with the written approval of the Cemetery Operator. **All such plantings, at the sole discretion of the Cemetery Operator, or when noticed, shall be removed and discarded without notice.**
- 15.3.1 **Planting Permitted on Plots with two (2) or more lots:** Only with the Cemetery Operator's permission, dwarf shrubs may be planted, in the headstone row on either side of an upright monument on a plot consisting of two (2) or more lots (graves). Planting will not be permitted if, at full size, the shrub could impact neighbouring plots or areas.
- 15.3.2 **Maintenance of Shrubs:** Maintenance and responsibility of liability of such planted shrubs shall remain with the Interment Rights Holder(s) or the person(s) who planted the shrub.
- 15.3.2 **Variety of Shrubs:** Consideration shall be given only to those varieties of shrubs that:
- contribute to the enhancement of the cemetery;
 - are in keeping with the general plan of the Cemetery Grounds
 - do not become overgrown as to obstruct or damage monuments or foundations; and
 - do not add to or interfere with the Cemetery's maintenance obligations.
- 15.3.3 **Nuisance Plantings:** Trees, shrubs, or similar plantings or growths on lots which have become, by means of their roots, branches, or in any other way, detrimental to any lot, monument, marker, foundation structure, tree, drains, roads, paths or walks, or have or may become prejudicial to the general appearance of the Cemetery Grounds, or a nuisance to general cemetery maintenance, or inconvenient to the public may be removed from the lot in whole or in part by the Cemetery Operator at the Interment Rights Holders' expense. The Interment Rights Holder shall be responsible or liable to the Cemetery Operator and other affected Interment Rights Holders for any damages caused by the nuisance branches or roots.
- 15.3.4 **Flowerbeds:** In keeping with the Cemetery's legacy as a Historic Rural (Garden) Cemetery, the Cemetery Operator encourages Interment Right Holders to plant and properly maintain flowerbeds, where permitted and to the following conditions established by this by-law, on all Standard Adult Burials Lots that are at least 30" x 120" (76.2cm x 304.8cm) or Infant Burial Lots. **Any flowerbed that does not conform to the specifications established by this by-law, at the sole discretion of the Cemetery Operator, will be removed and discarded without notification.**
- 15.3.4.1 **All Flowerbeds Must Have a Pre-Cast Concrete Edging/Border:** To protect the planting(s) and any personal articles that are permitted within the flowerbed and to ensure a neat and tidy appearance, a flowerbed shall include an edging or border made of pre-cast concrete or a similar stone or cement-like product that is not made of plastic, wood, glass, fibreglass, or metal, that the edging or border will not splinter, crack, or break when subjected to routine cemetery maintenance.
- 15.3.4.2 **Placement of Flowerbeds and Soft Plantings:** Soft plantings shall only be placed within an appropriate flowerbed. Flowerbeds shall only be located on an Adult Burial Lot or Infant Lot and shall only be placed on the front side of the base stone of an upright monument or headstone. Lots without an upright headstone, may not have a flowerbed.

- 15.3.4.3 **Maximum size of a Flowerbed:** The maximum length of the flowerbed shall not exceed the exact length of the base stone of the upright monument. The width of the flowerbed shall not exceed 16 inches (40.64cm) from the front side of the base stone to the outside front edge of the pre-cast concrete edging/border.
- 15.3.4.4 **Recommended Planting:** It is recommended that the Interment Rights Holder(s) and their visitors only plant such varieties of soft plantings that are drought tolerant, require minimal care, will not spread beyond the cut stone edging/border, and will not obstruct the lettering on the face of the monument. To suppress weeds and retain moisture a natural mulch is recommended. Stone chips or pebbles are prohibited as they may cause damage or injury if struck by a string trimmer or a mower.
- 15.3.4.5 **Maintenance of Flowerbeds:** Maintenance and the responsibility of liability of such flowerbeds shall remain with the Interment Rights Holder.
- 15.3.4.6 **Un-kept and Improper Flowerbeds:** If at any time, the Cemetery Operator deems a flowerbed to be a nuisance because the upkeep of the flowerbed has been neglected or if its edging/border is missing or neglected, the Cemetery Operator may give notice to the Interment Right Holder and order the flowerbed be remediated or removed.
- 15.3.5 **Notice of Required Remediation or Removal:** If at any time the Cemetery Operator deems that any planting, tree, shrub, or flowerbed, is a nuisance to maintenance or operational obligations, is not being kept up, or is detrimental to the Cemetery Grounds or adjacent plots or markers, the Cemetery Operator shall provide written notice to the Interment Rights Holder of Cemetery record, at the last address of Cemetery record. The Interment Rights Holder shall be given (thirty) 30 days to remove the specified planting(s) or flower bed. After the thirty (30) day period has passed and the Interment Rights Holder has not contacted the Cemetery Operator to respond to the written notice, the Cemetery Operator, may without further notice or action, take any action up to and including the removal of the offending planting(s) or flowerbed and levy any applicable fees/costs against the Interment Rights Holder or their interment rights.
- 15.3.6 **Restricted Plantings:** Interment Right Holders or other visitors may not plant any trees, shrubs, flowers, or other plantings around a structure, tree, or garden for which the Cemetery Operator has an obligation.
- 15.3.7 **Cemetery Operator Right to Select, Alter or Change Plantings:** The Cemetery Operator retains the right to determine, choose, alter, select or change plantings related to the interment rights for a memorial tree or cremation garden. Only plantings approved and supplied by the Cemetery Operator may be planted. The Cemetery Operator may take suggestions from the Interment Rights Holder(s) or prospective Purchaser if there are planting preferences, and such preferences will be considered. The Cemetery Operator makes no guarantee or promises to provide the preferred planting(s). Interment Right Holders are reminded that they only purchased the interment rights to the Garden or Cremation Lot - Tree, not the actual garden or tree. See Section 8 and Section 10 of this by-law.
- 15.3.8 **Pots, Planters, Vases, and Shepherd hooks:** Potted flowers or plants, hanging pots, planters, vases, shepherd hooks, or other hooks or types of plant containers are not permitted. **These types of items and any similar types of items, at the sole discretion of the Cemetery Operator, will be removed and discarded without notification.**

SECTION 16 - ARTICLES PLACED ON INTERMENT RIGHTS

- 16.1 **Our Commitment:** The Cataraqui Cemetery Company is committed to supporting a broad array of religious and ethnic preferences and shall endeavor to create a respectful and dignified place for the community we serve while balancing and maintaining the long-standing principles and traditions that have led Cataraqui Cemetery to be designated as a National Historic Site of Canada, as an excellent example of a medium-sized rural or garden style cemetery.

The placement of articles by Interment Rights Holders or visitors is a courtesy offered by the Cemetery Operator. To maintain, keep and preserve the landscape principles, design elements, and dignity of the cemetery and to ensure the safety of staff and visitors, the Cemetery Operator reserves the right to regulate all articles placed on all lots, plots, markers, niches, crypts structures, gardens, and trees, for which interment rights have been purchased or may be purchased within the privately owned Cemetery Grounds.

- 16.2 **Removal and Disposal of Prohibited Articles:** All prohibited articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.

16.2.1 **Cemetery Operator Liability:** The Cataraqui Cemetery Company, including its officers, directors, employees, volunteers, heirs, successors and assigns will not be held liable for any loss or damage, direct or collateral, without limitation for any prohibited article that, in compliance with this by-law, has been removed and discarded, with or without notice, by authorized cemetery staff or other persons in the performance of cemetery operations or the enforcement of the cemetery by-law.

- 16.3 **Prohibited Articles:** To assist the Interment Rights Holder(s), the following are examples of articles that are prohibited at all times from being placed on lots or other areas within the Cemetery. Please contact the cemetery for clarification before purchasing and or placing an article on any lot, niche, crypt, structure, garden, or tree for which interment rights have been purchased, as it is not possible to provide a complete list of all possible prohibited articles or items. **Prohibited items, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**

- NO Articles made of hazardous material such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or pottery;
- NO Loose stones, stone chips, beads, or sharp objects;
- NO foil or Mylar type decorations (balloons, confetti, glitter, streamers, ribbons, etc.);
- NO Trellises, arches, benches, chairs, shepherd hook, hangers, or hanging baskets;
- NO Garden edging/borders containing or made of, PVC, plastic, metal, or coated wire; and
- NO Items with open flame.

- 16.4 **Permitted Articles:** Permitted Articles may only be placed within a properly constructed and designated flowerbed (only with a pre-cast concrete edging/border in front of an upright headstone, within the maximum permitted dimensions.) as defined in Section 15 of this by-law. Articles may not be placed/hung in any tree or shrub. **Noncompliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**

16.4.1 **The following items are considered permitted articles only when placed within an approved flowerbed with a pre-cast concrete edging/border: (see Section 15)**

- Fresh cut flowers with plastic wrappings removed;
- Small hand-sized (or smaller figurines), mementos, ornaments or decorations;
- Small flower pots, vases, or flower containers;
- Solar type lights (must be in a good and working condition) not taller than 16 inches (40.64 cm) and not contain breakable glass; and

- Plaques or memorial tiles not greater than hand size and not considered to be a grave marker or personalized memorial with names, dates, or etc.
- 16.5 **Articles Placed on Cremation Lots Including Gardens or Trees:** Freshly cut flowers without plastic wrappings are the only form of article permitted on the various types of cremation lots. **At the sole discretion of the Cemetery Operator or when noticed, noncompliant articles will be removed and discarded without notification.**
- 16.6 **No Articles on or around any Niche, Crypt, or Structure:** Articles (including but not limited to: pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, stickers, flower pots, decorations, ornaments, etc...) placed on a niche or crypt or structure or on the ground in the general vicinity of a niche, crypt, or structure, are deemed to be prohibited articles. **At the sole discretion of the Cemetery Operator or when noticed, articles will be removed and discarded without notification.**
- 16.7 **Candles, Lanterns, Incense, or Other Flammable Items:** Candles, incense, or other flammable articles are permitted articles when placed inside a fully enclosed candle holder or lantern that is properly set within a designated flowerbed that is contained by a pre-cast concrete type of edging/border as defined in Section 15 of this by-law. **Non-compliant lighted articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.7.1 **Flame Must be Fully Enclosed:** Candleholders or lanterns must be fully enclosed on all sides by means of a door or lid and housed within a lantern or container made of non-corrosive metal such as brass or stainless steel and heat/shatter proof glass. No loose or uncovered candles or incense is permitted.
- 16.7.2 **Must be Secured:** Candleholders or lanterns must be properly secured to an upright monument or firmly set (so as to not tip over) in a flowerbed that is constructed in accordance to the specification establish by Section 15 of this by-law. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.7.2.1 **Secured to the Monument:** Candleholders or lanterns must be professionally installed pursuant to the Cemetery Operator’s approval process (application for a monument or an application to alter a monument). **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.7.2.2 **Placed in a Flowerbed:** Candleholders or lanterns may only be placed in a flowerbed that is compliant with Section 15 of this by-law. The lighted article shall be firmly secured to a granite block not less than 8 inches x 8 inches x 4 inches (20.2cm x 20.32cm x 10.16cm) and not be greater than 10 inches x 10 inches x 6 inches (25.4cm x 25.4cm x 15.24cm). Shepherd hook or other hanging hooks are strictly prohibited. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.7.3 **Must use Caution When Lighting:** The Interment Rights Holder(s) and/or visitor(s), when lighting candles, lanterns or incense, shall use caution to not ignite other potentially flammable articles or plantings, leaves, dry grass, etc.
- 16.7.4 **Damages and Liability:** Any damage or nuisances caused by candles, incense, lanterns, or flammable articles, approved or not approved, shall be the direct and total responsibility of the Interment Rights Holder(s) or visitor if known. The Cemetery Operator does not assume any liability or responsibility in this regard.

- 16.8 **Memorial Wreaths and Artificial Flowers:** Memorial wreaths and artificial flowers may only be placed within the Cemetery Grounds between the periods commencing on the 1st day of November through to the 30th day of April. All wreaths and artificial flowers are to be removed by May 1st in order to prepare the Cemetery Grounds for spring and the growing season. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.8.1 **Deteriorated Memorial Wreaths or Deteriorated Artificial Flower are Not Permitted at any Time:** Items that are deteriorated, damaged, faded, unsightly, or in any way, in the opinion of the Cemetery Operator, prejudicial to the general appearance and dignity of the overall Cemetery Grounds shall be not permitted. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.8.2 **Exceptions:** The Cemetery Operator may make an exception, upon request, for memorial wreaths laid in conjunction with an organized public memorial service or ceremony that has the advance authorization of the Cemetery Operator. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.9 **Removal of Excessive Quantities of Articles:** The Cemetery Operator reserves the right to disallow and/or remove quantities of memorial wreaths, flowers, (real or artificial), and any article that the Cemetery Operator, at its sole discretion, deems excessive, unsightly, or diminishes the tidy and dignified appearance of the historical garden cemetery. **Non-compliant articles, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 16.10 **No Articles on Trees, Gardens, or Structures:** No articles, at any time, may be attached, placed or hung on a tree, a shrub, a planting, a garden, or any structure with the Cemetery Grounds, whether or not interment rights have been conveyed. Structures include but are not limited to columbaria, mausoleums, niche panels, or crypt panels. **Noncompliant articles, at the sole discretion of the Cemetery Operator, will be removed and discarded without notification.**
- 16.11 **Valuable Articles should not be Left Unattended:** Interment Rights Holders and visitors are reminded that though the Cemetery is private property, it is open to the public. Items of value or personal sentiment should not be left unattended. The Cemetery Operator shall not be responsible for the loss, damage, or replacement (costs or in-kind) of any article or personal item left on Cemetery Grounds.

SECTION 17 - ALTERATION TO LOTS, PLOTS, NICHEs, CRYPTS OR STRUCTURES

- 17.1 **Grading:** The grading of a lot, plot, garden, tree, or around any structure shall not be altered without authorization of the Cemetery Operator and, in the case of any such alteration that was attempted or completed without such authorization, the Cemetery Operator may restore the altered area to its original grade or state at the expense of those responsible for the change or the Interment Rights Holder(s).
- 17.2 **Altering Niches, Crypts or other Structures:** No niche, crypt or other structure may be altered after it has been installed within the Cemetery without the written approval of the Cemetery Operator.
- 17.3 **Enclosures:** Any border(s), fence(s), railing(s), wall(s), or cut stone copings enclosing lots or plots that were previously erected and that have become a risk to public safety or in a state of disrepair, the Cemetery Operator may order the removal or repair of said enclosure within ninety (90) days after giving notice to the Interment Rights Holder(s), in writing to the last address as appearing in Cemetery records. The Interment Rights Holder will be responsible for all costs. **Such enclosures, at the sole discretion of the Cemetery Operator, may be removed and discarded without notification.**

17.3.1 **Enclosures Require Approval:** All enclosures to be erected shall require the consideration and approval of The Cataraqui Cemetery Company Board of Trustees. The Board may approve or deny any request that does not provide the Cemetery Operator with assurances that are satisfactory to the Cemetery Operator that the enclosure:

- shall be maintained to the satisfaction of the Cemetery Operator by the Interment Rights Holder;
- shall not exceed the boundaries of the lot or plot in both the design and construction;
- shall not be detrimental, in any way, to adjacent lots, Interment Rights Holders;
- shall not add to the Cemetery Operator's maintenance costs nor burden the Cemetery Operator in performing its operational and maintenance obligations,
- and shall be of a design or style complementing the historic and heritage character of the cemetery.

SECTION 18 - MEMORIALIZATION

GENERAL

18.1 **Markers and Structures Must be Approved:** A flat marker, upright marker, corner marker, structure, alteration, inscription, or any other form or type of a memorial, memorialization shall be approved by the Cemetery Operator before installation.

18.2 **Markers and Structures May Require Additional Board Approval:** A marker or memorial considered by the Cemetery Operator to be of exceptional design, including but not limited to all free-standing crosses, benches, private structures, or markers that exceed the marker specifications established in Section 18 of this by-law shall be required to apply to The Cataraqui Cemetery Company Board of Trustees for their consideration and approval. The Board, in making their decision to approve or deny, will consider the design, plan and specifications relative to the material, construction, proposed location, impact upon cemetery operations, precedence (past or future) and the Cemetery Operator's possible liabilities.

18.2.1 **Private Structures and FBCSA:** Approvals for private structures shall also be subject to the requirements of the FBCSA.

18.3 **Application for Marker Installation or Marker Alteration or Inscription:** The Cemetery Operator reserves the right to require any documentation, application, or other information it deems necessary before approving any memorial, marker, monument, corner marker, structure, alteration, inscription, or any other form or type of memorialization. A marker, alteration, structure, or inscription shall also require the authorization of the Interment Rights Holder or the authorized representative of the Interment Right Holder.

18.3.1 **Application Fee:** The Cemetery operator may charge a fee, according to the Cemetery Operators most current price list, for the review, approval, and inspection of a memorial, marker, monument, corner marker, structure, alteration, inscription, or any other form or type of memorialization.

18.4 **Unstable Markers:** Should any marker or private structure present a risk to public health and safety because it has deteriorated to the point of becoming unstable, the Cemetery Operator shall do whatever it deems necessary to remove the risk and preserve the dignity of the Cemetery, including repairing, resetting or laying down the marker or private structure.

18.4.1 **Stabilization:** The Cemetery Operator shall only use reversible processes to preserve and stabilize a marker.

- 18.4.2 **Repairs:** Repair or preservation of a marker, by any person, shall be in keeping with the heritage preservation principles and techniques required of the Cemetery Operator, pursuant to the Cemetery's designation under part IV of the Ontario Heritage Act.
- 18.4.3 **May be Subject to Fees:** Depending on the required repair or preservation, the Interment Right Holder may be responsible for the costs or fees.
- 18.4.4 **Notice:** The Cemetery shall notify the Interment Rights Holder, in writing to the last address on Cemetery record, when a marker or structure on the lot or plot of the Interment Rights Holder is to be repaired, reset or laid down.
- 18.5 **Removal of, Markers or Private Structures:** The Cemetery Operator may remove any marker or inscription from any lot, niche, crypt, or structure if the marker or inscription was not approved by the Cemetery Operator and The Interment Rights Holder, or does not have a Sales Contract for applicable installation, C&M, or other applicable fees, or is not in keeping with the dignity of the Cemetery, or has become unsightly and/or beyond any possible repair.
- 18.5.1 **Notice of removal:** The Cemetery shall notify the Interment Rights Holder, in writing to the last address on Cemetery record, when a marker, structure, or inscription on the lot or plot of the Interment Rights Holder is to be removed.
- 18.5.2 **Notice if to be Repaired, Reset or Laid down:** Cemetery shall notify the Interment Rights Holder, in writing to the last address on Cemetery record, when a marker or structure on the lot or plot of the Interment Rights Holder is to be repaired, reset, or laid down.
- 18.5.3 **The Interment Rights Holder may Request Removal:** The Interment Rights Holder may request removal and shall require the permission of the Cemetery Operator before removal. Removal fees, as detailed in the Cemetery Operator's most current price list, may apply.
- 18.6 **Moving Corner Stones/Markers:** Only the Cemetery Operator or person(s) authorized by the Cemetery Operator may move, remove or relocate cornerstones/markers.
- 18.7 **To Place an Inscription on a Marker or Private Structure:** The Cemetery Operator will require the written consent of the Interment Rights Holder(s) of Cemetery record and an application detailing the inscription to be placed on the marker before the placement of the inscription. Only inscriptions that, at the sole discretion of the cemetery, are in keeping with the dignity and decorum of the cemetery will be permitted. Should the Interment Rights Holder be deceased direction must be provided on the application by the Estate Trustee of the Interment Rights Holder or, in the absence of an Estate Trustee, the Next of Kin of the Interment Rights Holder.
- 18.7.1 **Inscription on Front Side of an Upright Marker:** Only if the same Interment Rights Holder holds the Interment Rights for end-to-end adjoining lots, will inscriptions be permitted on both sides of an upright marker, otherwise inscription shall be placed only on the front side of the monument.
- 18.8 **Inscription Standards for Cemetery Operator Owned Community Memorials and/or Community Structures:** Inscription standards and formats vary among the community memorials and/or community structures that are owned by the Cemetery Operator. To ensure quality control, consistency, and integrity of design, all inscriptions upon a Cemetery Operator owned memorial and/or structure must be approved and placed by the Cemetery Operator. Inscription requirements are detailed at the time of sale of the interment rights and on the Sales Contract. Examples include but are not limited to inscription requests to be placed upon individual niches or crypts to which interment rights have been sold within a larger Cemetery Operator owned community/shared columbarium or mausoleum.

- 18.9 **Installation of a Marker or Private Structure:** The Cemetery Operator will require the written consent of the Interment Rights Holder and an application to install, set, or otherwise place any foundation, marker, or similar memorial on any lot or plot. Only a marker, private structure, or similar memorials that, at the sole discretion of the Cemetery Operator, are in keeping with the dignity and decorum of the cemetery will be permitted. Should the Interment Rights Holder be deceased direction must be provided on the application by the Estate Trustee of the Interment Rights Holder or, in the absence of an Estate Trustee, the Next of Kin of the Interment Rights Holder. **Non-compliant markers, at the sole discretion of the Cemetery Operator or when noticed, will be removed.**
- 18.9.1 **Only the Cemetery Operator may install markers, marker foundations, and other types of markers that are set in the ground.**
- 18.10 **Applicable Fees:** All fees relating to the setting of markers or the installation of foundations or other private structures shall be prescribed in the Cemetery Operator's most current price list. All fees shall be deposited directly by the Purchaser with the Cemetery Operator. Only an authorized employee of the Cemetery Operator may collect such fees.
- 18.11 **C&M Fees are Applicable:** Interment Right Holders or other authorized individuals intending to place any marker, foundation or private structure on a lot for which the interment rights relate shall pay, directly to the Cemetery Operator, the appropriate Care and Maintenance fee, as prescribed by the FBCSA.
- 18.12 **Replacing Moving or Altering a Marker:** No marker, of any kind, shall be replaced, moved, altered, or removed without completing and submitting for the Cemetery's consideration the Cemetery's applications for foundations, settings, alterations, and inscriptions, as may be applicable,
- 18.12.1 **Alterations:** Alterations or changes to an existing monument or marker may require an additional contribution by the Purchaser to be paid to the Care & Maintenance fund(s) if the alteration increases the size of the monument or marker to the next C&M size vs. fee category.
- 18.12.2 **Plaques or Name Plates Require Approval:** Interment Rights Holder or visitors may not affix any type of plaques or nameplate to a marker, niche, crypt, or structure without first obtaining the permission of the Cemetery Operator. **Non-compliant plaques or nameplates, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notice.**
- 18.13 **All Fees to be Paid Before Installation:** No marker of any kind shall be placed in or upon a lot or plot until all accrued charges for or against the interment rights for the intended lot(s) have been paid in full.
- 18.14 **Delivery of Marker, Monument, or Inscription:** Markers shall be delivered to the Cemetery only after all fees have been paid and any applicable foundation work is completed.
- 18.14.1 **Deliveries Only Accepted Within Office Hours:** Delivery of markers and onsite inscription work shall be within the office hours of the Cemetery Operator and must be coordinated with the Cemetery Office.
- 18.14.2 **No Winter Storage:** Markers will not be accepted to be stored at the cemetery over winter for spring installation.
- 18.14.3 **No Liability:** The Cemetery Operator will not be responsible for any damage to a marker or loss of a marker that is delivered without the permission of the Cemetery Operator.

- 18.15 **Size and Placement of Markers:** The Cemetery Operator reserves the right to determine the size, type, and placement of all types of markers on each lot or plot.
- 18.16 **Temporary Memorials:** Temporary memorials may be permitted as a courtesy by the Cemetery Operator. Temporary memorials shall only be permitted for thirty (30) days from the date of interment. Permission from the Cemetery Operator is required before the placement of any temporary memorial. The Cemetery Operator may at its sole discretion disallow or remove any temporary memorial that is not approved or is not in keeping with the dignity and decorum of the Cemetery or poses a risk to the health and safety of employees or visitors, or any for other cause deemed reasonable by the Cemetery Operator. **A temporary memorial that has expired or has become a nuisance, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**
- 18.17 **Temporary Grave Markers:** Temporary grave markers may be permitted as a courtesy by the Cemetery Operator. Temporary grave markers shall require the prior approval and authorization of the Cemetery Operator and must be removed no later than six (6) months from the date of interment. The Cemetery Operator may at its sole discretion disallow or remove any temporary grave marker that is not approved or is not in keeping with the dignity and decorum of the Cemetery or poses a risk to the health and safety of employees or visitors, or any for other cause deemed reasonable by the Cemetery Operator. **Temporary grave markers that have expired or have become a nuisance, at the sole discretion of the Cemetery Operator or when noticed, will be removed and discarded without notification.**

UPRIGHT MARKERS and PRIVATE STRUCTURES

- 18.18 **Approval of Upright Marker or Private Structure:** An upright marker or private structure shall be erected only after its design, dimensions, plans, and specification, relative to the material, construction, proposed location, and all attachments are submitted and approved by the Cemetery Operator.
- 18.19 **Material and Finish of Upright Marker and Private Structures:** All upright markers and private structures shall be constructed of granite and/or bronze material.
- 18.20 **One Upright Marker or Private Structure per Lot:** Only one (1) upright marker or one (1) private structure shall be erected within the monument space of a lot.
- 18.21 **Upright Markers or Private Structure Location:** Upright Markers or Private structures shall be centred at the head of the lot in the Cemetery Operator designated headstone row or space. Only private structures may be placed in a location other than the head of the lot and shall require the consideration and authorization of the Cemetery's Board of Trustees.
- 18.22 **Foundations:** Foundations for upright markers or private structures shall be constructed of concrete or other design and/or material at the sole discretion of the Cemetery Operator.
- 18.22.1 **Constructed by the Cemetery Operator:** Foundations shall be constructed exclusively by the Cemetery Operator at the expense of the Purchaser.
- 18.23 **Bases:** The base stone of an upright marker shall have a smooth bottom.
- 18.24 **Vertical Joints:** An upright marker shall have no uncovered vertical joints.
- 18.25 **Single Infant Lot:** An upright marker may be placed on a single infant lot and shall be placed at the head of the lot, in the headstone row. The total height shall not exceed 24 inches (60.96cm). The base stone shall not exceed a length of 18 inches (45.72cm) nor width of 10 inches (25.4cm) and shall not be less than 6 inches (15.24cm) in height. The die stone shall not exceed a length of 16 inches (40.64cm) nor a thickness of 6 inches (15.24).

- 18.26 **Single 30 inch Wide Standard Adult Burial Lot:** An upright marker may be placed on a single 30 inch (76.2cm) wide Standard Adult Burial Lot and shall be placed at the head of the lot, in the headstone row. Total height shall not exceed 40 inches (101.6cm). The base stone shall not exceed a length of 24 inches (60.96cm) nor a width of 14 inches (35.56cm) and shall not be less than 6 inches (15.24cm) in height. The die stone shall not exceed a length of 22 inches (55.88cm) nor a thickness of 10 inches (25.4cm).
- 18.27 **Single 36 inch Wide Standard Adult Burial Lot:** An upright marker may be placed on a single 36 inch (91.44cm) wide Standard Adult Burial Lot and shall be placed at the head of the lot, in the headstone row. Total height shall not exceed 40 inches (101.6cm). The base stone shall not exceed a length of 30 inches (76.2cm) nor a width of 14 inches (35.56cm) and shall not be less than 6 inches (15.24cm) in height. The die stone shall not exceed a length of 28 inches (71.12) nor a thickness of 10 inches (25.4cm).
- 18.27.1 **Exception:** The Military Lot in Section Old G or an Assisted Burial Lot in Section B, each have their own marker specifications or regulations.
- 18.28 Upright markers to be placed at the head and center width of a **plot containing two (2) or more Standard Adult Burial Lots** shall not exceed 54 inches (137.16cm) in total height.
- 18.29 The **base stone** to be placed on a **plot containing two (2) Standard Adult Burial Lots, each lot measuring 36 inches x 120 inches (91.44cm x 304.8cm)** shall not exceed a length of 64 inches (162.56cm) nor width of 16 inches (40.64cm) and shall not be less than 6 inches (15.24cm) in height. The die stone shall not exceed a length of 58 inches (147.32cm) nor a thickness of 10 inches (25.4cm).
- 18.30 The **base stone** to be placed on a **plot containing three (3) or more Standard Adult Burial Lots, each lot measuring 36 inches x 120 inches (91.44cm x 304.8cm)** shall not exceed a length of 72 inches (182.88cm) nor a width of 16 inches (40.64cm) and shall not be less than 6 inches in height (15.24cm). The die stone shall not exceed a length of 68 inches (172.72cm) nor a thickness of 10 inches (25.4cm).
- 18.31 **Upright Military Style Markers in Military Section:** Upright Military Style Markers in the Cemetery's Military Section located in Section Old G, must conform to the size, colour layout/format, and material set out by DND, DVA, Commonwealth War Graves Commission, and by the Cemetery Operator. Only the service member(s) interred may be memorialized. Spouses may be included on the same upright (front side only) if both spouses served and if spacing format permits. Only one (1) upright marker is permitted per lot.
- 18.31.1 **Military Marker May not be Moved or Altered:** The official marker for a Canadian or Allied Veteran or for a Commonwealth War Interment shall not be altered or moved without the agreement of DND, DVA, the Commonwealth War Graves Commission, or such authority as prescribed by statute.
- 18.32 **Marker for Assisted Burial Lot in Section B:** An Assisted Burial Lot in Section B allows for one (1) granite pillow style upright marker placed in the headstone row and shall memorialize only the person interred. The pillow style marker shall be 20 inches (50.8cm) in length x 10 inches (25.4cm) in width x 6 inches/4 inches slant (15.24cm/10.16cm). The pillow style marker shall include a base stone that is 24 inches (60.96cm) in length x 12 inches (30.48cm) in width x 6 inches (15.24cm) in height with rough-cut sides.
- 18.32.1 **Exception:** The prescribed upright pillow style marker may be substituted for an approved upright military style marker if the decedent interred is confirmed as a veteran in good standing.

18.33 **Foundations:** A foundation for an upright marker that is intended for:

- A) **Standard Adult Burial Lot(s):** shall be constructed of concrete measuring the same size as the base stone and to a depth of no less than 48 inches (121.92cm), except for a Military upright which shall use a precast concrete floating foundation approved by the Cemetery Operator.
- B) **Pathway of Gardens of Nicaea Lot:** shall be constructed with concrete measuring the same size as the base stone and to a depth of no less than 48 inches (121.92cm),
- C) **Assisted Burial Lot in Section B:** shall be constructed with concrete measuring the same size as the base stone and to a depth of no less than 48 inches (121.92cm),
- D) **All Other Sections, Types of Interment Rights or Structures or Repairs:** shall be constructed and set at the discretion of the Cemetery Operation subject to consideration of the type of marker or structure and its location within the Cemetery.

FLAT MARKERS and CORNER MARKERS

18.34 **Approval of Flat Markers or Corner Markers:** A flat marker or corner marker shall be installed only after its design, dimensions, relative to the material, construction, proposed location, and inscription are submitted and approved by the Cemetery Operator.

18.35 **Material and Finish of Flat Markers:** All flat markers shall be constructed of granite and or bronze material.

18.36 **Material and Finish of Corner Markers:** Corner markers shall be constructed of granite, and shall not exceed 8 inches x 8 inches (30.32cm x 20.32cm) with a minimum thickness of 4 inches or a maximum thickness of 8 inches (30.32cm) and may be inscribed with the family surname or surname initial(s), or approved insignia/emblem. Individual given names, nicknames, or initials of such are not permitted on corner markers.

18.37 **Installation of Flat Markers:** All flat markers when set in the burial area of a lot shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate. All installations shall be by the Cemetery Operator at the expense of the Purchaser.

18.37.1 Additional fees may apply for any flat marker that must be lifted, and reset to accommodate an interment

18.38 **Installation of Corner Markers:** All corner markers shall be set at the corner of a lot or plot and shall be set flush with the ground unless otherwise specified on the Interment Rights Certificate. All installations shall be by the Cemetery Operator at the expense of the Purchaser.

18.38.1 Additional fees may apply for any corner marker that must be lifted, and reset to accommodate an interment.

18.38.2 Corner markers set in the headstone row of a plot containing two (2) or more graves, may be removed in order to accommodate a new marker to be placed in the headstone row. Additional fees may apply for any corner marker that must be removed to accommodate a new flat or upright marker.

18.39 **Quantity and Location:** Flat markers or footstones of granite or bronze on granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of the lot or plot.

18.39.1 **The quantity, dimensions, style, and placement of a flat marker shall be as follows:**

- a. **Cremation Lot - Single:** One (1) flat marker permitted, measuring 20 inches x 12 inches x 4 inches (50.8cm x 30.84cm x 10.16cm);
- b. **Cremation Lot - Double:** One (1) flat marker permitted, measuring 20 inches x 16 inches x 4 inches (50.8cm x 40.64cm x 10.16cm);
- c. **Cremation Lot - Garden:** One (1) flat marker permitted, measuring 24 inches x 14 inches x 4 inches (60.96cm x 35.35cm x 10.16cm);
- d. **Cremation Lot - Tree:** One (1) flat marker permitted, measuring 24 inches x 14 inches x 4 inches (60.96cm x 35.35cm x 10.16cm); or a pillow marker measuring 24 inches x 14 inches x 6/4 inches (60.96cm x 35.35cm x 15.24 / 10.16cm);
- e. **Infant Lot:** One (1) flat marker permitted, measuring 18 inches by 10 inches (45.72cm x 25.4cm), placed at the head of the grave, is not required to be on a foundation, no flower bed is permitted;
- f. **Military Lot:** One (1) flat marker permitted; 20 inches x 12 inches x 4 inches, (50.8cm x 30.84cm x 10.16cm); Barre grey granite, steeled finish on the face; shall memorialize only the individual interred (spouse of the service member); placed at foot of the lot;
- g. **Standard Adult Burial Lot:** Two (2) flat markers to be placed over the burial area - other than at the head of lot, measuring no greater than, 24 inches x 14 inches x 4 inches (60.96cm x 35.35cm x 10.16cm);
- h. **Standard Adult Burial Lot:** One (1) flat marker permitted at the head of the lot in headstone row in lieu of an upright marker, must be installed flush with ground level, measuring 24 inches x 14 inches x 4 inches (60.96cm x 35.35cm x 10.16cm), no flower bed is permitted if at head of lots;
- i. **Standard Adult Plot Containing Two (2) or More Lots:** One (1) oversize flat marker is permitted, measuring 48 inches length x 18 inches width x 4 inches thick (121.92cm x 45.72cm x 10.16cm) to be placed centred across two (2) of the lots over the burial area. It may also be placed in the headstone row instead of an upright marker. No foundation is required. No flowerbed is permitted.

18.40 **Corner Markers for Single Lot or Double Plot:** A Standard burial lot/plot with one (1) or two (2) graves, shall be permitted two (2) cornerstones, set at the corners of the foot of the lot or plot, which will indicate the width of the lot or plot.

18.40.1 **Exception:** Corner markers are not permitted on Military Lots in Section Old G, Assisted Burial Lots in Section B or any Cremation Lots, Trees, or Gardens.

18.41 **Corner Markers for Plot of 3 or more graves:** A Standard burial plot containing three (3) or more graves shall be permitted four (4) cornerstones, to be set at each of the four (4) corners of the plot, which will indicate the length and width of the plot.

SECTION 19 - CONTRACTOR GENERAL CONDUCT

- 19.1 **Cemetery By-law Shall Apply to Contractors:** This by-law shall apply to all Contractors and to all work carried out by Contractors within Cemetery Grounds. Contractors, as a condition of entry upon Cemetery Grounds, shall abide by this by-law.
- 19.2 **Contractor Pre-Approval Required Before Working:** Any contract work to be performed within the Cemetery shall require the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin.
- 19.3 **May Work Only During Office Hours:** Contractors may only be permitted to work within the cemetery during office hours unless special permission is given by the General Manager.
- 19.4 **Schedule with Cemetery Office:** Contractors shall call ahead to the Cemetery Office, with sufficient notice, to coordinate the scheduling of work. No work shall commence or be in progress if a burial or service is taking place in the area. All work may be required to temporarily cease.
- 19.5 **Sign-in:** Contractors shall arrive as scheduled and sign in at the Cemetery Office during office hours before proceeding to the worksite(s). Any contractor that did not sign in shall be asked to leave the Cemetery Grounds. A contractor that, in the opinion of the Cemetery Operator, has willfully disregarded this by-law or the Cemetery Operator's policies or procedures, may be barred by the Cemetery Operator from entering onto Cemetery Grounds.
- 19.6 **Control of the Cemetery Operator:** All contractors or their employees/subcontractors who perform work within Cemetery Grounds shall be subject to the control of the Cemetery Operator.
- 19.7 **Maintain Quiet and Good Order:** Any contractor or their employee(s) or their subcontractor(s) disturbing the quiet and good order of the Cemetery and/or who otherwise violates this by-law may be expelled and or barred from cemetery land(s) by the General Manager and/or the Board of Trustees.
- 19.8 **Legislation and Insurance Coverage:** All contractors shall comply with all applicable legislation including, but without limitation to, Workers Compensation, Occupational Health and Safety, and Environmental Protection. Contractors shall maintain and provide the Cemetery Operator with proof of personal or commercial liability insurance with a coverage limit satisfactory to the Cemetery Operator as may be determined from time to time. Contractors shall keep the Cemetery office up to date with proof of their current WSIB coverage (or exemption) and their current personal or commercial liability insurance.
- 19.8.1 The Cemetery shall not be held responsible or liable in any way for any injury which should befall any Contractor or their employee(s) while performing their contracted duties on Cemetery property.
- 19.9 **Heavy Loads:** Heavy loads that require special equipment shall be permitted within the Cemetery only with the permission of the General Manager. If permitted, the Contractor will be responsible for any maintenance or costs required to restore the Cemetery property if the damage is done.
- 19.9.1 **Planking:** Contractors shall provide and lay down planking on the lots and paths over which heavy materials are to be moved to protect the ground surface and ground markers from damage.
- 19.10 **Removal of Implements and Rubbish:** Contractors working within the Cemetery Grounds must remove all implements, equipment, and rubbish from the Cemetery Grounds after the work or at the end of each workday.