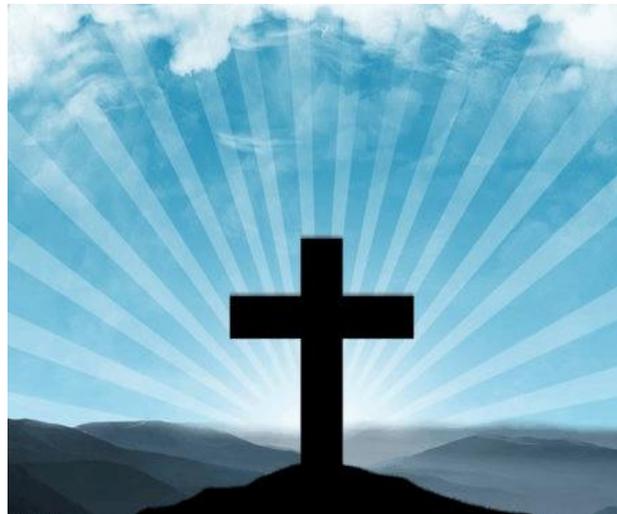


**BY-LAWS
2019**



Holy Trinity Cemetery
1080 Laurier Street, Clarence-Rockland, Ontario
Cemetery Operator Licence no. 3291393-03486-1



Holy Cross Cemetery
1570 David Road, Clarence-Rockland, Ontario
Cemetery Operator Licence no. 3291393-05092-1



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PREAMBLE

Holy Trinity Cemetery and Holy Cross Cemetery, in presenting these by-laws, wish to underline that they are not enacted solely for their own benefit, but also to protect the interests of the Interment Rights Holders, to enhance the beauty of the Cemetery, and to provide effective administration.

The reader is referred to the Certificate of Interment Rights wherein it is stipulated that all Holders covenant to conform i) to the actual by-laws of the Cemetery and to all amendments or new regulations that may hereafter be enacted; and ii) to the provisions of the *Funeral, Burial and Cremation Act, 2002 and its Regulations*.

PURPOSE OF THE HOLY TRINITY AND HOLY CROSS CEMETERIES

Cemeteries are places set aside to be used for the interment of human remains. They include land, buildings and other structures intended for the interment of human remains.

In the very earliest days, the Roman Catholic Church found it necessary to make rules and regulations which would protect the sacred places and relics laid therein. The Church could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty or bring dishonour to the dead.

The word “cemetery” recalls our faith in Christ, and reveals His promises. It means “the sleeping place”. Hence, Catholics revere cemeteries and are particularly committed to ensuring that they be well kept and protected from desecration.

PART A **DEFINITIONS**

These definitions supplement the definitions listed in the *Cemetery Act (Revised)* but do not in any way interfere or intend to interfere with their meaning.

1. "Administrator" means the person appointed by Holy Trinity Cemetery and by Holy Cross Cemetery to oversee the administration of the Cemetery.
2. "Base stone" means the structure upon which rests the die stone.
3. "Body" means the body of a deceased person.
4. "Burial permit" means a permit issued by the Division Register.
5. "By-laws" means the rules and regulations which govern the operation of the Cemetery.
6. "Care and Maintenance Fund" (formerly called "Perpetual Care Fund") means the trust fund in which all monies received by the Holy Trinity Cemetery and the Holy Cross Cemetery for the care and maintenance of Cemetery properties and markers have been invested.
7. "Cemeteries Act" means the "Ontario's Funeral, Burial and Cremation Services Act, 2002".
8. "Cemetery" means Holy Trinity Cemetery and / or Holy Cross Cemetery, and refers to the land and building(s) used for the interment of human remains.
9. "Certificate of Interment Rights" means the document issued by the Holy Trinity Cemetery or by the Holy Cross Cemetery to the purchaser of interment Rights.
10. "Church" means the Roman Catholic Church in the Archdiocese of Ottawa.
11. "Columbarium" means a structure used for the interment of cremated human remains.
12. "Contract" means a sales contract, which is the document used to identify the purchase of Interment Rights, or Cemetery supplies, or Cemetery services according to provisions under the Cemeteries Act.
13. "Cornerstone" 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.
14. "Cremated remains" means the residue after cremation of the body and of the casket or container in which the body was received.
15. "Crematorium" means a building fitted with the proper appliances for the purpose of the cremation of human remains.
16. "Crypt" means a compartment provided for the entombment of human remains in a mausoleum.
17. "Die stone" means the main component of the upright marker, that is, that which rests on the base stone.
18. "Entombment" means the interment of human remains in a crypt.
19. "Foundation" means the below-ground concrete structure upon which rests the base stone.
20. "Grave" means an in-ground burial space.
21. "Indicator" (lot indicator) means an identifier set flush with the surface of the ground and used to indicate the location of a lot.

22. "Interment" means a burial of human remains, including cremated remains in a niche of a columbarium, and includes the right to require or direct the interment of human remains in a lot.
23. "Interment Rights" means the rights that include the right to require or direct the interment of human remains in a lot.
24. "Interment Rights Holder" means a person with Interment Rights with respect to a lot and includes a purchaser of Interment Rights under the *Cemeteries Act (Revised)*, and is referred to as the Holder.
25. "Lot" and "Plot"
"Lot" means an area of land in the Cemetery containing or set aside to contain human remains.
"Plot" means two or more lots to which the rights to inter have been sold as a unit.
26. "Marker" means any monument, tombstone, plaque, headstone, cornerstone, inscription, lettering or other structure or ornament affixed to or intended to be affixed to a burial lot.
 - a. "Flat marker" means any marker set flush with the surface of the ground.
 - b. "Upright Marker" means any marker projecting above the ground.
27. "Mausoleum" means a building or structure used for the purposes of interment.
28. "Ministry" means the Ontario Ministry of Government and Consumer Services.
29. "Niche" means a compartment within a columbarium for the burial of cremated remains.
30. "Office" means the administration office of Holy Trinity Cemetery and Holy Cross Cemetery located at Très-Ste-Trinité Parish, 2178 Laurier Street, P.O. Box 59, Rockland Ontario K4K 1K2, 613-446-5933
31. "Owner" means the Roman Catholic Episcopal Corporation Of Ottawa.
32. "Plan" means the plan of the Cemetery approved by the Ontario Ministry of Government and Consumer Services.
33. "Price List" means the schedule of fees and charges filed with the Ministry and approved by the Registrar, which the Cemetery shall use for the sale of Interment Rights and Cemetery services and supplies.
34. "Regulations" means the regulations made under the *Cemeteries Act (Revised)*.
35. "Scattering grounds" means an area specifically identified by the Cemetery
36. "Superintendent" means the person appointed by the Cemetery to supervise the overall maintenance of the Cemetery.
37. "Trust Fund" means those funds which are entrusted to a trustee pursuant to the requirements of the *Cemeteries Act (Revised)*.
38. "Urn" means any container used to hold cremated human remains.
39. "Vault" or "crypt" means a building on the Cemetery grounds where coffins are temporarily stored.

PART B
SALE OF INTERMENT RIGHTS, CEMETERY SUPPLIES & SERVICES

1. SELLING

- No person shall sell Interment Rights or Cemetery supplies or Cemetery services unless specifically authorized by the Cemetery.
- Interment Rights in lots may be purchased at the Office in accordance with the plans approved by the Ministry and which are on file in this Office.

2. PRICES AND TERMS

- All prices for Interment Rights and services shall be as set out in the most recent Price List filed with the Ministry.
- The selling price for Interment Rights shall include the applicable portion for deposit to the Care and Maintenance Fund of the Cemetery.

The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the *Cemeteries Act (Revised)*, as follows :

- α) in the case on an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$250;
 - β) in the case of an in-ground grave for the burial of a child or an infant or of cremated remains, 40% of the selling price or 150\$, and
 - χ) in the case of a niche, the greater of 15% or \$100.
- If no Interment Rights have been used on a lot or plot, the purchaser has the right to cancel, by written demand, the contract within 30 days following the day the contract is made. The purchaser receives a full reimbursement of the amount paid.
 - Consent in writing of all surviving holders and all documentation listed in the by-laws are required for interments, cremations, laying in a niche, disinterment, or installation of a marker, monument, inscription or accessory on a monument.
 - No marker may be placed until the lot or plot is paid in full. The same applies to burials.
 - A purchaser of Interment Rights in a lot only acquires the right to and privilege of interment (burial) of the dead and of placing a marker. The registration of those rights by way of deposit or otherwise in a registry of land titles is not permitted.
 - The Interment Rights Certificate shall be issued to the Holder thirty days after the signing of the contract and after the entire amount due has been paid.

3. TERMS OF PAYMENT

- The purchaser undertakes to pay the entire amount due to the Cemetery before exercising any rights on the lot or receiving any services or supplies under the contract.

- Under certain circumstances, a term payment plan may be arranged between the purchaser and the Cemetery. Such arrangement shall not provide for terms in excess of six months. However, the total amount is due before any burial occurs.
- If a purchaser fails to make a payment to the Cemetery as required under the contract, all future payments, if applicable, shall immediately become due and payable and shall bear interest at a rate specified in the contract until payment has been made in full. In the event of default, notice of termination of the contract may be given by the Cemetery to the purchaser. All costs related to collection, including court costs and reasonable legal fees incurred by the Cemetery in pursuing the claim against the purchaser, shall be paid by the purchaser.

4. CANCELLATION OF THE CONTRACT WITHIN 30 DAYS

- Only the purchaser may request cancellation of the contract within 30 days after signing the contract. The purchaser may be entitled to a full refund of payments made.
- This provision becomes void as soon as the Interment Rights have been exercised.

5. RIGHTS OF THE PURCHASER

- The *Funeral, Burial and Cremation Services Act, 2002* grants the purchaser the right to cancel a contract within 30 days after signing it. The purchaser acknowledges that the services and supplies included in that contract are intended for a beneficiary who has died, and are to be delivered within that 30-day period.
- Consequently, the purchaser waives the right to cancel this contract for products and services to be delivered, in order to facilitate the required Cemetery services.

6. CANCELLATION OF THE CONTRACT AFTER 30 DAYS

- Only the purchaser may request cancellation of the contract after 30 days.
- The refund applies to the services and supplies that were not delivered to the purchaser or Holder.
- The amount of the refund associated with Interment Rights (lot) is 60% of the amount paid whereas for a niche the amount is 85%.
- The amount of the refund associated with Cemetery services is 80% of the amount paid.

7. DOCUMENTATION

The Cemetery shall provide each Interment Rights Holder at the time of sale with:

- a copy of the contract to purchase;
- a copy of the Cemetery by-laws;
- the current price list;
- the *Consumer Information Guide to Funeral, Burial, Cremation and Transfer Services*; and
- upon payment in full and after 30 days, a Certificate of Interment Rights.

8. OTHER INFORMATION

- The Holder shall notify the Cemetery of any changes in mailing address.
- Notices specified pursuant to any by-law or legislation shall be given in person or by mail to the Holder or the legal representative at the last postal address appearing in the records of the Cemetery.
- Interment Rights to a lot or plot may not be purchased by an association, a partnership or a corporation. This provision shall not apply to Interment Rights purchased by a religious organization affiliated with the Roman Catholic Church or by the Department of Veterans Affairs for the interment of its members. Only one person may be registered as the Holder on a lot or a plot.

RESALE OF INTERMENT RIGHTS

A contract for the purpose of interment rights includes a provision allowing the resale of interment rights to a third party or to the Cemetery; Resale of interment rights is permitted to a third party or to the cemetery after thirty (30) days of signing this contract, but the resale of interment rights is permitted only if no interment right was used on this lot.

- An interment rights' purchaser may not sell his rights at a higher price than the current price for equivalent rights within the Cemetery.
- In the event of a resale to a third party, the original copy of the Interment Rights Certificate must be returned to the Cemetery, that will verify its validity and will issue a new certificate to the new interment Rights Holder. If the original copy is not available, the Cemetery will issue a new certified copy; fees may be applied. Any transfer or resale of interment rights must be done in the presence of an authorized agent of the Cemetery. Administrative fees will be applied.

SUBDIVISION OF MULTIPLE GRAVE LOT TO SINGLE GRAVE LOTS

- The Cemetery may allow that a multiple grave plot be subdivided into single grave lots if:
 - 1- The actual owner of rights of the multiple grave lot requests it by writing;
 - 2- And the actual owner of rights pay the administrative fees to proceed with the subdivision;
 - 3- And that some graves in the multiple grave lot have not been used for any burial, given that a single grave has the minimum size of 3ft X 9ft;
 - 4- And that there is no monument or marker on each of those unused graves, but there would be a physical possibility to install a foundation and a monument on each of those graves.
- If the Cemetery consents to the subdivision, the multiple grave plot will all be subdivided into single grave lots, where all the subdivided lots will be registered with a distinct lot number; the new subdivision will be filed with the Ministry of Consumers; the actual Certificate of rights for the multiple grave plot will be voided and the Cemetery will issue a new Certificate of rights for each lot to the actual owner of rights.

PART C TRANSFER OF INTERMENT RIGHTS

1. NOTICE

- A Holder may transfer the Interment Rights by gift, bequest or other transfer.
- The transfer of Interment Rights or any interest therein shall be binding upon the Cemetery only upon receipt of a written notice by the Cemetery specifying the name and address of the transferee and the date of transfer. Upon

receipt of such notice and the return of the original Certificate of Interment Rights, the Cemetery shall record the transfer and issue a new Certificate of Interment Rights. The fee for the transfer shall be as prescribed in the Price List.

- No transfer shall be made until all monies pertaining to the purchase of Interment Rights as shown on the contract have been paid in full.

2. PROOF OF INHERITANCE

- As soon as possible after the death of a Holder, the matter of future ownership and authorizations as to permission for further burials should be taken up with the Cemetery. In general, this must be dealt with in much the same way as the remainder of the deceased person's estate. The governing document will be the deceased's Will which appoints an executor and which may contain specific directions.
- In case of transfer of ownership of Interment Rights by will or bequest, the Cemetery shall reserve the right to request the production of a notarized copy of the will or other evidence sufficient to prove ownership.
- Where the Holder dies intestate or bequeaths the Internment Rights to more than one person, and where the said Holder has made no provision during his/her lifetime for the transfer of interest of the rights, the Cemetery reserves the right to refuse to register as Holder the names of all next-of-kin entitled to the assets of the Holder on such intestacy or, in the case of a will, in the names of more than one beneficiary. In such cases, the legal representative of the deceased Holder (or the next-of-kin if a legal representative is not appointed by the Surrogate Court) shall by document in writing designate the name of the person in whose name the rights are to be registered, and if this person fails to do so forthwith after the decease of the Holder, the Cemetery may cause to be entered in its records as the Holder the surviving spouse of the deceased Holder or the oldest surviving next-of-kin. Where there is no legal representative of the deceased Holder the surviving spouse or the eldest surviving next-of-kin shall be deemed to be the legal representative of the deceased Holder.

PART D **INTERMENTS AND DISINTERMENTS**

1. AUTHORIZATION AND BURIAL PERMIT

- A lot may be used for the interment of the Holder and/or such other person as may be authorized in writing in the document entitled "Permission to Bury". A Burial Permit showing that the death has been registered must be provided to the Cemetery, as well as the payment of the interment fee and Rights before the interment may take place. In the case of a cremation interment, the Certificate of Cremation and the interment fee payment shall be deposited with the Cemetery before the interment can take place.

2. EMPLOYEE ON PREMISES

- The Cemetery shall ensure that an employee is on the premises when an interment occurs.

3. ARREARS

- No interment or entombment shall be permitted in a lot against which monies remain owing and unpaid to the Cemetery.

4. TELEPHONE REQUESTS

- Telephone requests for interments and for entombments shall be confirmed in writing and duly signed by the Holder or his/her representative and a Cemetery representative before the interment or the entombment may take place.
- The Cemetery assumes no responsibility for any errors or misunderstandings arising from such arrangements.

5. COSTS INCURRED

- Persons ordering rights of interments shall be held responsible for costs incurred.

6. NOTICE REQUIRED

- Notice of an interment shall be provided to the Cemetery Office at least twelve (12) business hours prior thereto.
- Failing such notice, the Cemetery cannot be held responsible if the preparation of the lot is incomplete.

7. HOLIDAYS

- Except in cases of extreme necessity such as the danger of contagious disease or infection, or in case of an epidemic, and upon orders by the local board of health, interments or entombments shall not be done on Sundays or Statutory Holidays.

8. OPENING OF LOTS

- No lot shall be opened for interment or disinterment or entombment by any person not in the employ of the Cemetery.

9. INTERMENT FEE

- The interment fee includes the cost of the opening and closing of the lot, and any other necessary services.
- Rates may be adjusted from time to time without notice by the Cemetery and filed and approved by the Ontario Ministry of Government and Consumer Services.

10. NUMBER OF INTERMENTS IN ONE LOT AND NUMBER OF CREMATED REMAINS IN A NICHE

ATTENTION: APPLICABLE ONLY TO HOLY CROSS CEMETERY

- In a single lot, interments are limited to one (1) casket, and four (4) urns, each containing the cremated remains of one person.
- In a single cremation lot, interments are limited to four (4) urns, each containing the cremated remains of one person.
- In a columbarium, the number of urns is limited to two (2), space permitting, each containing the cremated remains of one person.

11. NUMBER OF INTERMENTS IN ONE LOT

ATTENTION: APPLICABLE ONLY TO HOLY TRINITY CEMETERY, LAURIER STREET, ROCKLAND

- Interment Rights at Holy Trinity Cemetery are calculated based on the number of spaces for caskets to be buried (designated as a grave).
- There are several lot sizes in the Holy Trinity Cemetery.
- For example, a 6' X 10' lot size is suitable for two graves, hence two caskets or two urns, each corresponding to one Interment Right.
- * If 2 urns were buried in this lot instead of caskets, the interment rights have been used.
- When all Interment Rights in this lot are used up (either for caskets or urns) it is possible to bury an additional casket (if there is enough unutilized space) or up to 4 urns per grave, for a total of 8 additional interment Rights for this lot of 6' X 10'. A fee is applicable. This fee does not include the opening and closing of the grave.
- When these additional Interment Rights have been used, this lot will be considered complete.

12. DISINTERMENT

- A casket may only be disinterred with the permission in writing of the medical officer and Holder, a court order or pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
- An urn may only be disinterred with the permission in writing of the Holder, a court order or pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
- If a casket or an urn is disinterred, this Interment Right is deemed to have been used.

13. FLORAL ARRANGEMENTS

- Floral arrangements placed on a lot on the day of interment shall be removed by the Cemetery at the end of three days after the interment, or earlier in the event of unsightliness. No more than six floral arrangements may be placed on a lot at any time.

14. INFORMATION REQUIRED

- The Holder or representative shall provide to the Cemetery prior to interment a written statement with the name, place of birth, last residence, age and date of death of the person to be interred and the name of the funeral director or transfer service.

15. SPECIAL ATTENTION

- The Cemetery shall exercise all due care in performing interments and disinterments. However the Cemetery shall not be responsible for damage sustained to any casket, urn or other container during the interment or disinterment.

PART E

CARE OF LOTS AND PROPERTY (GROUNDS)

1. MAINTENANCE

- The Cemetery shall be responsible for ensuring that the grounds are kept properly graded, seeded and mowed, and for trimming flowers and plants.
- Vases, containers, wreaths or flowers which become unsightly or which interfere with grass cutting may be removed.
- Lots are cared for by the Cemetery; therefore it is unnecessary for Holders to provide maintenance and upkeep.

2. FLOWERS, PLANTS, WREATHS

- Cut flowers and plants, either natural or artificial, may be placed on lots in locations provided for that purpose. Such flowers and plants will be removed and disposed of by Cemetery staff when they become faded or unsightly.
- A maximum of two unbreakable vases or pots of fresh cut, potted or artificial flowers, preferably placed in an above-ground frame resting on the base of the stone or on the die stone shall be permitted on each lot between April 1 and October 1. Wreaths on stands shall be permitted between November 1 and March 1, after which date the Superintendent shall have them removed.
- Holders desiring to take any plants away should do so before their removal becomes necessary (before October 1). To ensure that there is no unauthorized interference with flowers or decorations on lots or elsewhere in the Cemetery, notice is to be given to the Cemetery office before removing flowers, plants, ribbons or other articles from lots. In order to help the Management and the staff protect the lots, Holders and relatives are asked to observe this rule.

3. RUBBISH PROHIBITED

- Rubbish shall not be thrown on roads, paths or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for weeds, decayed flowers, plants, etc.

4. GRADING OF LOTS

- No Holder shall change the grading of a lot. In the event of any such change, the Cemetery may restore the lot to its original grade at the expense of the Holder.

5. TREES AND SHRUBS

- The planting of trees, shrubs, evergreens or plants on lots or elsewhere in the Cemetery is prohibited except as authorized by the Cemetery. Approved plantings shall be limited to areas specifically designated by the Cemetery. Trees and shrubs already situated on a lot which have become, due to the growth of their roots or branches or in any other way detrimental to adjacent trees, lots, drains, roads or paths, or detrimental to the general appearance of the grounds, or that pose a hazard or inconvenience to the public, may be removed from the lot in whole or in part by the Cemetery after 30 days' notice to the Holder.

6. FENCES, RAILINGS

- Borders, fences, railings, cut-stone coping and hedges in or around lots are not permitted.

7. HAZARDOUS ARTICLES

- Nails, wires, wooden crosses, articles of glass, pottery or any other hazardous material shall not be permitted on lots or elsewhere in the Cemetery.

8. REMOVAL OF DECORATIONS

- Decorations that are detrimental to efficient maintenance or constitute a hazard to machinery, employees or the public, or that are unsightly or do not conform with the natural beauty or design of the Cemetery, shall be removed. For articles of value, the Holder shall be notified, if possible. Articles not claimed by the Holder within one month shall be discarded.

9. IMPLEMENTS TO BE REMOVED

- Implements or materials left by workers within the Cemetery shall be removed without delay by those responsible. Should they fail to do so, the Superintendent may remove them at the owner's expense.

10. MAINTENANCE OF MONUMENTS AND MARKERS

- The Cemetery shall maintain all monuments, markers, and memorials ("markers") to ensure the safety of the public and to preserve the dignity of the Cemetery.

11. PERMISSION REQUIRED

- Any work done on a lot requires the permission of the Cemetery. Markers, including cornerstones, shall be moved only by authorized persons.

12. CEMETERY NOT RESPONSIBLE

- The Cemetery shall take reasonable precautions to protect the property of Holders, but assumes no liability or responsibility for the loss of, or damage to, any marker or part thereof, or of any articles, containers, wreaths, flowers, or other items placed on Cemetery property or left on any lot.

PART F

COLUMBARIUM

1. RULES AND REGULATIONS PERTAINING TO THE COLUMBARIUM

- The rules under Part E that may apply to this section are considered to be part thereof.
- Niches are exclusively for sheltering urns. One niche may shelter two (2) urns, each containing the cremated remains of one person.
- An urn containing incinerated remains shall be of a size that fits into a niche.
- Engravings on the door of a niche are the responsibility of the Holder.
- Only the Holder may authorize the opening of a niche, after providing the Cemetery with a motive. Regardless of the reason, opening and closing fees shall apply for each opening of the niche.
- Only the Superintendent is authorized to open a niche.
- Nothing may be hung from the columbarium, nor placed on top of or on the cross, nor leaned against the base of any of its sides. The same applies to the pedestal.
- Flowers and/or ornaments brought when placing an urn into a niche shall not be left any longer than three (3) days after the event.
- Plants, wreaths and decorations placed against the outside of the columbarium or near it, that could stain or harm the structure, shall be removed. The Cemetery reserves the right to determine where flower arrangements may be placed, and to limit the number of such decorations.
- The columbarium shall be kept clear of any pedestal, vase or other item.
- Ornaments and decorations that have not been approved by the Cemetery or that may exceed the dimension of the front of a niche are not permitted.

PART G **MARKERS**

1. RESTRICTIONS – GENERAL INFORMATION

- The Cemetery reserves the right to determine the size and type or design of markers and the location of such markers on each lot.
- Only one marker may be erected on any lot except in the sections referred to as the Common Grounds, where no markers are permitted.
- No handmade or constructed marker, for example a cross made of wood or other material, or any other structure may be installed in the Cemetery.
- No inscription shall be placed on any marker that is not in keeping with the dignity and decorum of the Roman Catholic Church and the Cemetery. The Holder shall be notified of any inappropriate or disconcerting inscription, and if he/she does not remove it, the Cemetery will do so at the cost of the Holder.
- A marker shall not be placed or erected or installed on a lot until all charges owing to the Cemetery have been paid in full.
- The Cemetery shall have the right to permanently affix on the base of a monument an identification plate for the purpose of designating the location, description, size and centre point of a lot.
- Holders are required to keep their marker in good condition at their own cost and to the satisfaction of the Cemetery.
- A marker or other structure that becomes unsightly or dangerous may be removed or repaired by the Cemetery as it sees fit to ensure the safety of the public and to preserve the dignity of the Cemetery.
- Monuments shall be erected under the supervision of the Administrator or Superintendent or his representative. Where a worker or a contractor fails to obtain the required Cemetery approvals prior to commencement of the installation work, or refuses to follow the instructions of the Administrator or his representative, the work may be stopped and the worker or contractor may be expelled from the Cemetery. In such cases the marker may be removed by the Cemetery, which shall not be responsible for damages sustained in the removal process.
- A worker or contractor other than a Cemetery employee may only execute work on markers after having obtained the

proper authorization from the Administrator or Superintendent or their representative, and of the Holder.

- A marker may not be removed unless the Holder or his/her agent has so requested in writing and the Administrator has authorized the removal.
- All ornaments or decorations (statues, vases) shall be permanently attached to the base. Placing, depositing or setting items other than on the base is strictly prohibited.
- Minor scrapes to the base stone due to grass mowing or cutting or trimming is deemed by the Cemetery to be normal wear.
- The specifications outlined below may differ in the case of markers for Veterans Affairs Canada.

2. CONTRIBUTION TO CARE AND MAINTENANCE FUND

- A contribution shall be made to the Care and Maintenance Fund prior to the installation of a monument or a marker on a lot. Pursuant to the *Funeral, Burial and Cremation Services Act* and Ontario Regulation 30/11, the following contributions shall be made to the Care and Maintenance Fund prior to the installation of any monument or marker on a lot.

1. In the case of a flat marker measuring less than 1.116 cm ² or 173 in ²	\$0
2. In the case of a flat marker measuring at least 1.116 cm ² or 173 in ²	\$50.00
3. In the case of an upright monument measuring 1.22 metres (4 feet) or less in height and in length, including the base	\$100.00
4. In the case of an upright monument measuring more than 1.22 metres (4 feet) in height or in length, including the base	\$200.00

3. FOUNDATION

- Upright markers require a concrete foundation with a minimum depth of 1.22 metres (4 feet).
- The construction and/or installation of concrete foundations for markers are the responsibility of the Holder. A request for the installation of a foundation, duly signed by the Holder or his legal representative, must be submitted to the Cemetery.
- The dimensions of the foundation to be installed are prescribed for each designated sector. If the foundation is built to incorrect dimensions, the Cemetery shall remove and rebuild it to the proper dimensions, all at the Holder's expense.
- The dimensions of the top of the foundation shall be 10.16 cm (4 inches) wider and longer than the base stone to provide a 5.08 cm (2 inch) border around the base.
- The length of a foundation may extend the full length of the lot(s). The width of a foundation may not exceed 50.8 cm (20 inches) other than for a cremation lot, which may be up to 40.64 cm (16 inches) wide.

4. UPRIGHT MARKERS

- The base stone and the die stone shall be granite.
- No more than one vertical marker is permitted per lot.
- At the Holy Trinity Cemetery, as an exception, one vertical marker and one horizontal (slab – plaque) marker are permitted per lot.
- A Holder of an additional adjacent lot may install only one marker crossing the lot demarcation line. A Holder of several adjacent or contiguous lots on which there are no markers may only erect one marker for all of the lots.

5. MARKER DIMENSIONS – HOLY TRINITY AND HOLY CROSS CEMETERIES

- For a lot in which a casket and ashes may be interred.
- The minimum thickness of the die stone shall be:
15.24 cm (6 inches) if it is less than 91.44 cm (36 inches) in height; and
20.32 cm (8 inches) if it is less than 152.40 cm (60 inches) in height.
- The die stone may be no wider or thicker than the base stone.

6. SINGLE LOTS

- The maximum height of the marker (base stone and die stone) shall be 1.1 metres (44 inches).
- The base stone shall be at least 10.16 cm (4 inches) less long and less wide than the foundation to provide a 5.08 cm (2 inch) border.
- On a single lot, the base stone shall be at least 15.24 cm (6 inches) and no more than 20.32 cm (8 inches) in height, and at least 30.48 cm (12 inches) and no more than 40.64 cm (16 inches) thick (front to back).

7. SINGLE LOTS FOR CREMATED REMAINS - URNS

- On a lot for cremated remains (urns), the marker (base stone and die stone) shall be no more than 0.762 metres (30 inches) in height.
- The length and width of the base stone shall be at least 10.16 cm (4 inches) less than those of the foundation for a 5.08 cm (2 inch) border.
- The base stone shall be between 10.16 cm (4 inches) and 20.32 cm (8 inches) in height and no more than 30.48 cm (12 inches) thick (front to back).

8. DOUBLE OR ADJOINING LOTS (not applicable to single lots for cremated remains – urns)

- The marker (base stone and die stone) shall be no more than 1.5 metres (60 inches) high.
- The base stone shall be at least 10.16 cm (4 inches) less long and wide than the foundation to provide a 5.08 cm (2 inch) border.
- The base stone on double (adjoining) lots shall be between 20.32 cm (8 inches) and 25.40 cm (10 inches) in height, and at least 30.48 cm (12 inches) and no more than 40.64 cm (16 inches) thick (front to back).

9. TRIPLE LOT OR THREE OR MORE ADJOINING LOTS (not applicable to single lots for cremated remains)

- To install a marker (base stone and die stone) more than 1.5 metres (60 inches) in height, approval by the Cemetery administration is required.

10. FLAT MARKERS

- No more than one flat marker may be installed per lot.
- Flat markers shall be set flush with the ground.
- The Cemetery reserves the right to determine the size of bronze and granite flat markers to be set on a lot in order to maintain uniformity throughout the section.
- Bronze markers are to be permanently affixed to a smooth-edged 10.16 cm (4 inches) thick granite base stone. The granite base shall be 10.16 cm (4 inches) longer and wider than the bronze marker for a 5.08 cm (2 inch) border. However for bronze markers measuring 35.56 x 17.78 cm (14 x 7 inches) or 40.64 x 22.86 cm (16 x 9 inches), the granite base shall be 5.08 cm (2 inches) longer and wider than the bronze marker for a 2.54 cm (1 inch) border.
- Markers shall be fully identified (section, lot, row), and proper documentation shall be submitted to the Administrator upon delivery.
- Granite markers shall be smooth on all sides and a minimum of 10.16 cm (4 inches) in thickness.

11. CORNER POSTS

- Granite or bronze land marks measuring no more than 15.24 cm² (6 inches²) and not less than 10.16 cm (4 inches) in depth, finished on all sides and bearing the section, lot and row number, and if desired an initial, may be installed at the foot of lots or plots measuring 7.432 square metres (80 square feet).

12. RULES AND REGULATIONS FOR MARKER DEALERS, CONTRACTORS AND WORKERS

- Markers shall be delivered to the Cemetery only after the specified documentation regarding the installation has been submitted to the Cemetery.
- Markers shall not be delivered to the Cemetery until the foundation is completed and the dealer or contractor is ready to proceed with installing them.
- Marker dealers and contractors shall provide Workers' Compensation coverage and adequate liability insurance when performing work in the Cemetery.
- Workers shall cease work, during any interment taking place in the immediate vicinity of their work area.
- Workers and contractors shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition.
- A worker who damages any lot, marker or other structure, or does any damage in the Cemetery, shall be held personally responsible for such damage, and his employer shall therefore be liable.

PART H
PRINCIPLES OF ORDERLY MANAGEMENT

1. RESPECT AND ORDER

- Respect for the deceased demands that the Cemetery be properly maintained and kept in perfect order.

2. VEHICLES

- No motor vehicles will be allowed on the Cemetery grounds after nightfall unless authorized by the Administrator or his assistant. Vehicles shall be driven at moderate speed and shall not leave the designated roadways unless directed by the Cemetery staff. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them. All-terrain vehicles, snowmobiles and similar vehicles are not permitted on the Cemetery grounds.

3. BICYCLES

- Bicycles and motorcycles must be operated in a safe and proper manner.

4. PARADES

- No parades other than funeral processions shall be admitted to or organized within the Cemetery premises.

5. COMPLAINTS

- Any complaints by Holders or visitors should be made at the Cemetery Office, not to workers on the grounds.

6. PETS

- No animals are permitted in the Cemetery.

7. DAMAGE TO PROPERTY

- No person shall break or remove any flowers, either wild or cultivated, or any tree, shrub or plant, or write upon, deface or in any way injure any monument, fence or other structure or property in or belonging to the Cemetery.

8. VISITORS

- Visitors are always welcome to the Cemetery during hours of operation.

9. FIREARMS

- Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the Cemetery.

10. PICNICS

- Picnics are not permitted in the Cemetery.

11. IMPROPER CONDUCT

- Any person disturbing the quiet and good order of the Cemetery through noise or other improper conduct, or who loiters therein or violates these by-laws may be expelled from the grounds.

12. SELLING FLOWERS

- No one shall be permitted to sell flowers, plants or any other articles or items, or to solicit the sale of any commodity whatsoever within the Cemetery unless authorized by the Administrator and under his direct supervision.

13. SIGNS

- No signs, notices or advertising of any kind are permitted within the Cemetery except those placed by the Cemetery management.

PART I
MISCELLANEOUS

1. NO PROPERTY RIGHTS

- The sale of Interment Rights in a lot only confers upon the purchaser / Holder a right of interment. No property rights in the lot are transferred to the purchaser. The purchaser of Interment Rights in a lot is the owner of any monument or marker purchased by him/her and placed thereon, and such monument or marker remains at the risk of the purchaser. In the event that it becomes necessary to reconstruct or repair monuments or markers on any lots, the provisions of Part G "Markers" shall apply. As to the Mausoleum, the Cemetery remains the owner of the crypt, the niche and the marble or granite facing thereof. Any other material placed or affixed to the marble or granite facing or inserted in a crypt or niche such as an ornament, a vase, an inscription, an urn or any other accessory is the property of the purchaser and remains at his/her risk.

2. RESPONSIBILITY DISCLAIMED

- The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control and in particular for damages caused by what is commonly referred to as "an act of God", damages caused by the elements, thieves, vandals, trespassers, accidents or any other perils whether such damage is direct or consequential.
- Damage caused as a result of any of the aforementioned perils to a monument, marker or other appurtenance located on a lot, shall be at the risk of the Holder.
- Damage to the Mausoleum, a crypt, a niche and the facing thereof resulting from the aforementioned perils or caused by the Cemetery, its agents, servants and employees, may be repaired or replaced by the Cemetery. Any repair or replacement of damaged property shall be with material of like kind and quality unless the material of like kind and quality is not obtainable, in which case the Cemetery may select other material as similar as possible to that which was damaged or destroyed and which is capable of performing the same function. The Cemetery shall not be responsible for any delay beyond its reasonable control in obtaining the material and completing the required repairs or replacement.

3. NOTICE AND CHANGE OF ADDRESS

- Holders shall notify the Cemetery of any change in their mailing address. Notice(s) sent to the Holder(s) at the last address noted in the Cemetery records shall be deemed to have been received by such Holder.

4. CONSENT BY HOLDERS

- Where a Holder is required to provide consent in accordance with these by-laws or in accordance with the *Cemeteries Act (Revised)* and Regulations under the Act and where such Holder is deceased or not able to consent, the consent shall be given by the Holder's legal representative.

5. AMENDMENT TO BY-LAWS

- The by-laws of Holy Trinity Cemetery and Holy Cross Cemetery may be amended, altered, repealed and rescinded by the Cemetery, and all such amendments and modifications shall take effect when approved by the Ontario Ministry of Government and Consumer Services.
- These by-laws replace and supersede any previous by-laws published by the Cemetery and approved by the Ministry.
- Interment rights acquired under the previous by-laws remain unchanged.

6. PRIVACY POLICY

- The purchaser agrees and authorizes the Cemetery (Holy Cross or Holy Trinity) to collect, use and disclose his/her personal information in accordance with the provisions of the *Funeral, Burial and Cremation Services Act* and Ontario Regulation 30/11 concerning public information available from the registrar. The purchaser/Holder understands that the Cemetery will not rent or sell personal information to third parties.

7. INTERMENTS IN THE WINTERTIME

- There will be no interments in the wintertime. That period shall depend on the temperature. Normally, it runs from November 30 to April 30.

8. PRICE LIST

- The prices for interments and services are set in accordance with the latest list approved by the Ontario Ministry of Government and Consumer Services.
- The price list is available upon request at the administration office located at the Très-Ste-Trinité Parish, 2178 Laurier Street, Rockland, Ontario.