

HOLY CROSS CEMETERY BY-LAWS

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* (the “Act”), which came into effect July 1st, 2012, regulates the operation of cemeteries in Ontario;

AND WHEREAS The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, (The Catholic Cemeteries of the Diocese of Hamilton) owns the Holy Cross Cemetery, located at 9575 Lover’s Lane, Mount Forest, Ontario; and is operated by The Catholic Cemeteries of the Diocese of Hamilton and the Parish of St. Mary of the Purification Church.

AND WHEREAS The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, “The Catholic Cemeteries of the Diocese of Hamilton” and the Parish of St. Mary of the Purification Church deems it desirable to enact a By-Law to regulate the operation, care and control of the Holy Cross Cemetery.

NOW THEREFORE The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, “The Catholic Cemeteries of the Diocese of Hamilton” and the Parish of St. Mary of the Purification Church HEREBY ENACTS as follows:

1. THAT Schedule ‘A’ to this By-Law, Regulations for the Operation of the Holy Cross Cemetery attached hereto forms part of this By-law.
2. THAT any other by-laws or resolutions or parts of by-laws or resolutions relating to the rules and regulations for the operation, care and control of the Holy Cross Cemetery inconsistent with this by-law are hereby repealed.
3. THAT this By-Law shall come into force and take effect on the date of approval of The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, “the Catholic Cemeteries of the Diocese of Hamilton” and the Registrar appointed under the Act.

HOLY CROSS CEMETERY
Established 1902

Regulations for the Operation of the Holy Cross Cemetery

Schedule “A” to the By-Laws

These rules and regulations governing the Holy Cross Cemetery have been approved by The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, “Catholic Cemeteries of the Diocese of Hamilton”, the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit and Ministry of Consumer Services.

TABLE OF CONTENTS

Section A:	Definitions
Section B:	General Information
Section C:	Sale of Interment Rights
Section D:	Cancellation or resale of interment rights
Section E:	Interment/Disinterment of Human Remains Inurnment of cremated remains
Section F:	Memorialization – Monuments and Markers
Section G:	Care and planting
Section H:	Items prohibited and permitted
Section I:	Columbarium
Section J:	Contractor/Monument Dealers

A. DEFINITIONS

Act: Funeral Burial & Cremation Services Act, 2002, S.O. 2002, c.33, including any provincial Regulations made pursuant to said Act, and specifically Ontario Regulation 30/11.

Board of Directors: Parishioners of St. Mary of the Purification Church who are appointed to represent the Parish of St. Mary of the Purification Church relating to all matters of the Holy Cross Cemetery, Mount Forest. An annual election of the following Directors shall take place each year; Chair, Vice-Chair and Secretary-Treasurer.

Burial: The opening and closing of an in ground lot or plot for the disposition of human remains.

Burial Permit: issued by the Registrar General or equivalent document showing the death has been registered with the province.

Cemetery By-Laws: This By-Law and any amendments here to The Holy Cross Cemetery are as approved by The Catholic Cemeteries of the Diocese of Hamilton and the Board of Directors of the Holy Cross Cemetery.

Care and Maintenance Fund: The trust fund in which all monies received by The Holy Cross Cemetery for perpetual care of Lots and Markers has been invested. Interest earned from this fund is used to provide care and maintenance of Lots, Markers and general upkeep of the Cemetery.

Cemetery: Land, owned and operated by The Catholic Cemeteries of the Diocese of Hamilton, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and Columbarium intended for the inurnment of cremated human remains.

Cemetery Location: The Holy Cross Cemetery is located at 9575 Lover's Lane, Mount Forest, Ontario.

Cemetery Operator: The Roman Catholic Episcopal Corporation Of The Diocese Of Hamilton In Ontario, (The Catholic Cemeteries of the Diocese of Hamilton) reserves full control over the cemetery operations and management of land within the cemetery grounds.

Columbarium: A structure within the cemetery which allows for the inurnment of up to two cremated remains in each Niche.

Contract: For purposes of the Cemetery By-Laws, all purchasers of interment rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery By-Laws. Contract shall mean the interment rights contract.

Corner Posts: Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Cremation Certificate: A document provided by the crematorium showing the name and address of the Crematorium, name of deceased, date of death and date of cremation.

Custodian: Cemetery Custodian as appointed annually by the Board of Directors of the Holy Cross Cemetery.

Disinterment: Shall mean the removal of Human Remains or Cremation remains from the ground or Columbarium.

General Maintenance Account: The account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.

Grave: (Also known as Lot) Any inground burial space intended for the interment of a child, adult or cremated human remains.

Interment Rights: The rights to require or direct the interment of human remains or inurnment of cremated human remains in a grave, lot or niche and to direct the associated memorialization.

Interment Rights Certificate: The document issued by the Custodian of the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

Interment Rights Holder: Any person or persons designated to hold the right to inter human remains in a specified lot, and “Rights Holder” shall have the same meaning.

Inurnment: The urn is placed either above the ground in a niche, or below ground in a grave.

Lot: For the purposes of these rules and regulations a lot is a single grave space having a size of 3m x 1m (9.84’ x 3.28’).

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial or lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

Niche: An individual compartment within the columbarium for the inurnment of a maximum of two cremated human remains.

Plot: For the purposes of the Cemetery By-Laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

Pre-need supplies or services: Cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made.

Price List: Shall mean the schedule of fees applying to the purchase of cemetery plots, niches and or services. This list may be adjusted when deemed necessary by the Board of Directors.

Transfer of Interment Rights: An *inter vivos* (during lifetime) or *post mortem* (after death) transfer made without any consideration or receipt of funds for such transfer. Such transfer is to be distinguished from a re-sale which is prohibited except to the Holy Cross Cemetery on the terms and conditions as hereinafter set out.

B. GENERAL INFORMATION

Hours of Operation:

Office - St. Mary of the Purification Church:

230 Queen Street East, Mount Forest, Ontario 9:00 a.m. – 3:30 p.m.

Cemetery – 9575 Lover’s Lane, Mount Forest, Ontario

Visitation Hours: 8:00 a.m. to sunset

Children under the age of 12 must be accompanied by an adult who will be responsible for their conduct.

Burial Hours: Monday to Friday 10:00 a.m. – 3:00 p.m.
Saturday 10:00 a.m. – 1:00 p.m.

General Conduct:

The Cemetery Operator reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person shall cause damage to, destroy, remove or deface any property within the cemetery. No person may play any sport, commit a nuisance, discharge firearms except at a military funeral, and bring any dog or other animal, other than a working animal.

All visitors must conduct themselves in a quiet manner and shall not disturb any service being held.

By-Law Amendments:

The cemetery shall be governed by the Cemetery By-Laws, and all procedures will comply with The Catholic Cemeteries of the Diocese of Hamilton, the *Funeral Burial & Cremation Services Act*, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All By-Law amendments must be:

- a) published once in a newspaper with general circulation in Mount Forest, Ontario
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers of their installation.

All By-Laws and By-Law amendments are subject to the approval of the The Catholic Cemeteries of the Diocese of Hamilton, Registrar of Cemeteries Regulation Unit - Ministry of Consumer Services.

Liability:

The Cemetery Operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.

Right to Re-Survey:

The Cemetery Operator has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Notice of Resale and Transfer of Interment:

The Cemetery Operator PROHIBITS the resale of interment rights to a third party and will repurchase these rights at the price listed on the current Cemetery Fees & Charges. Transfers of interment rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the Cemetery Operator's By-Laws.

The Cemetery Operator PROHIBITS the resale of interment rights to a third party and is not required to repurchase unused interments rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

Interments/Inurnments

No interments or inurnments shall take place on a Sunday. Additional charges for interments or inurnments on a statutory holiday or Saturday may be applied as per the Price List.

Winter interments/inurnments from November 1st to May 1st shall only take place with the approval of the Parish Priest of St. Mary of the Purification Church and/or the Cemetery Custodian.

The burial of animal remains and the inurnment of animal remains are prohibited on cemetery grounds.

If any Interment Rights have not been used after a ninety-nine year period has passed, they may be considered abandoned. The Cemetery Operator may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Cemetery Operator may resell the interment rights in question.

Winter Chapel

The Winter Chapel of the Holy Cross Cemetery shall be used exclusively for the placement of Human Remains when burial is not possible due to weather conditions. No fee shall be applied to Interment Right Holders for use of the Winter Chapel when burial is to take place at Holy Cross Cemetery. Neighboring Parish's which do not permit Winter Burials shall be entitled to use the Holy Cross Cemetery Winter Chapel for a fee as set out in the Price List. All Human Remains placed into the Winter Chapel must be embalmed.

Administration

Management and direction shall be entrusted to an appointed Board of Directors who shall without being paid remuneration as a Director, supervise the operation of the Cemetery. The Board, comprised of at least three members, shall be appointed by the Pastor of the Parish. The Board shall work in collaboration with, and under the direction of, the Pastor who shall be responsible for the Cemetery.

The Board shall meet once a year at the Annual General Meeting or if deemed necessary at the call of the Chair. At the Annual General Meeting, the Financial Statement shall be presented, the Price List set and matters regarding cemetery upkeep and maintenance resolved. At this meeting, the Board members shall elect from among themselves, the Chairperson for the year and other officers as necessary. The Cemetery Custodian shall be appointed at this meeting each year as well.

C. SALE OF INTERMENT RIGHTS

Interment Rights to a lot, plot or niche may be purchased from the cemetery at the rate as set out in the Price List and in accordance with approved plans. The greater of forty percent (40%) and \$250.00 of the selling price of Lots and Plots shall be placed in the Care and Maintenance Fund of the cemetery. The greater of fifteen percent (15%) and \$100.00 of the selling price of Niches shall be placed in the Care and Maintenance Fund of the cemetery. Lots, Plots and Niches shall be sold by the Cemetery Custodian in a manner of availability in the section of the Cemetery or Columbarium where the next available grave or niche exists. Purchasers may not select the location of a Lot, Plot or Niche of their choice.

The purchase of supplies or services will be made directly through the Cemetery Custodian.

Under certain circumstances and by agreement only, a Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services and may accept full payment to the Holy Cross Cemetery for services.

A monument retailer may submit and or accept and submit payment payable to the Holy Cross Cemetery for monument/marker care and maintenance.

All payments for Interment Rights shall be made payable to the Holy Cross Cemetery and delivered to the Cemetery Custodian or Treasurer.

The Custodian shall provide the following to the Interment Rights Holder upon full payment:

- a) Interment Rights Certificate
- b) Invoice marked paid
- c) Copy of the Holy Cross Cemetery By-Law
- d) Price List

Interment Rights of Non-Catholic members of a Catholic Family will be permitted since the Church does not wish to separate in death those who were united in life.

D. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-Laws. No burial, inurnment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the interment rights holder when payment has been made in full.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period:

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- * If a rights holder wishes to re-sell the interment rights, the holder must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase the interment right at the price listed on the Cemetery Operator's current list of Cemetery Fees & Charges. The repurchase and payment to the rights holder requesting the sale must be completed within the 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the Interment Rights Certificate to the Cemetery Operator and the interment rights holder must endorse a Resale Endorsement of Interment Right Certificate, transferring all rights, title and interest back to the Holy Cross Cemetery. The appropriate paperwork must be completed before the Cemetery Operator reimburses the rights holder.
- In the case of a request received by the Custodian for transmission of ownership by Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.
- Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required.
- If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.
- Where the Interment Rights Holder died Intestate, a request in writing from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all of the heirs-at-law.

- Where the Interment Rights Holder wishes to transfer such rights during his or her lifetime, the Rights Holder shall so advise the Custodian, who may request reasonable proof that such transfer does not constitute a resale before affecting same.
- All transfer of interment rights shall be subject to payment of the required Cemetery Fees & Charges as established from time to time, and compliance with all other provisions of the Cemetery By-Laws.

E. Interment/Disinterment of Human Remains Inurnment of cremated remains

Interment rights holder must provide written authorization prior to a burial, or inurnment taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Custodian must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.

- Committal services shall be in keeping with the teachings of the Church. Committal services for Roman Catholics shall be conducted by Roman Catholic clergy, or their delegates, with the prior approval of the Pastor concerned. Non-Catholic committal services shall have the prior approval of the Pastor concerned.
- A burial permit must be provided to the Cemetery Custodian prior to a burial taking place. A Certificate of Cremation must be provided to the Cemetery Custodian prior to the inurnment of cremated remains taking place.
- In accordance with the Act the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains or inurnment of cremated human remains.
- Payment must be made to the Cemetery Custodian before a burial can take place.
- The Cemetery Operator shall be given 48 business hours of notice for each burial of human remains.
- The opening and closing of graves and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.

- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the medical officer of health. A certificate from the local Medical Officer of Health must be received at the Cemetery Operator's office before the removal of casketed human remains may take place. When a disinterment has taken place from a lot, that lot may not be sold back to Holy Cross Cemetery or to a third party by the interment Rights Holder. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- No more than one casket shall be interred in a single grave.
- No more than two cremated remain inurnments shall be permitted where one casket has been interred in a single grave.
- No more than four cremated remain inurnments shall be permitted in a single grave where no casket interment has taken place.

F. MEMORIALIZATION

Monuments & Markers

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and the required Care & Maintenance of
- \$50.00 for a marker (173 sq. inches or larger) or \$100.00 for a monument (4 ft. or less in height) has been received by Holy Cross Cemetery.

- No monument or marker of any description shall be placed, moved, altered, or removed without the permission from the Cemetery Operator.

- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator.

- The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assume no liability for the loss or, or damage to, any monument, marker or other structure, or part thereof.

- The Cemetery Operator reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.

- All foundations for monuments shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.

- Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way or repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

- The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by The Board of Directors of the Holy Cross Cemetery.

- In keeping with the Cemetery By-Laws only one monument shall be erected within the designated space of any lot.

- The minimum thickness for flat markers is 4 inches or 10 cm.
- The minimum thickness for an upright monument is 6 inches or 12 cm.
- All monuments and markers shall be constructed of granite.
- Minimum thickness of the dies shall be 6” (15.24 cm) and able to withstand the 200lbs of horizontal force applied anywhere on the monument without toppling.
- All monuments will include a 20.32 cm (8”) thick base with no less than 10.16cm (4”) of rocked finish from ground level. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62cm (3”) on the surface of the base exposed on all sides. No part of the die shall exceed the width of the base at any point.

The size of one monument allowed on a single lot, including a 20.32 cm (8”) thick base, is:

Height: 96.5 cm (38”) overall height – maximum
 Width: 55.9 cm (24”) maximum
 Thickness of die: 15.2 cm (6”) minimum
 Base: 76.2 cm (30”) maximum x 35.56 cm (12”) minimum

The size of one monument allowed on a double plot, including a 20.32 cm (8”) thick base, is:

Height: 102 cm (48”) overall height – maximum
 Width: 121.9 cm (48”) maximum
 Thickness of die: 15.2 cm (6”) minimum
 Base: 137.16 cm (54”) maximum x 35.56 cm (12”) – minimum

- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder and or monument retailer have been notified by the Cemetery Operator.
- Markers of granite are permitted with size and quantity restrictions according to Cemetery By-Laws and the placement of such memorials shall not interfere with future interments.

Single lot	maximum 1 marker	- 24" x 18" (60.92 cm x 45.72 cm)
Double lot	maximum 1 marker	- 42" x 18" (106.68 cm x 45.72 cm)

Location of markers/monuments:

- One marker, centered, is permitted per single or double lot
- One monument is permitted to be centered on a single lot
- One monument shall be centered between two lots

G. CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The interest generated from this fund is used to maintain, secure and preserve the Cemetery grounds. Services that may be provided through this fund include:

- Re-leveling and sodding or seeding of lots
- Maintenance of cemetery roads and water systems
- Maintenance of perimeter fences
- Maintenance of cemetery landscaping
- Maintenance of the columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

- No person shall plant trees, flower beds or shrubs in the cemetery.

- Flowers placed on a grave for a funeral shall be removed by the cemetery custodian after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.

- Trees and shrubs already situated on a lot which have become, by means of their roots, branches or in any other way, detrimental to the adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, may be removed from the lot, in whole or in part, by the Board, after 30 days' notice has been given to the Interment Rights Holder.

H. ITEMS THAT ARE PROHIBITED AND PERMITTED

The Cemetery Operator reserves the right to regulate the articles placed on lots or plots which may pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, or which prevent the cemetery from performing general cemetery operations, or which are not in keeping with the respect and dignity of the cemetery. Prohibited articles such as glass, pottery or any other material which, when neglected or broken will be removed and disposed of without notification or compensation.

The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the cemetery.

FLOWER/WREATH POLICY

Potted flowers, real or artificial and wreaths are permitted
on a grave site

Summer Flowers/Wreaths
May, June, July, August and September

Winter Wreaths
(wreath stands permitted)
November 15th to March 15th

NO plant hooks
NO cultivated gardens

Pets:

Pets shall not be permitted on Cemetery Grounds.

I. COLUMBARIUM

Payment must be made to the Cemetery Operator before an inurnment may take place.

Only the Cemetery Operator may open and seal niches for inurnments. This applies to the inside sealer and the niche front.

To ensure quality control, desired uniformity and standard of workmanship, the Cemetery Operator reserves the right to inscribe all niche fronts.

No person other than cemetery staff shall remove or alter niche fronts.

The cremated remains of not more than three (2) persons shall be inurned in any niche.

The cremated remains must be placed within a suitable container that will fit into the niche space assigned. The Cemetery Operator may refuse to place any unsuitable and/or oversized container into a niche space.

Niche Inscription:

The engraving of the niche plate shall be uniform and only consist of the given name, middle initial and family name of the deceased, the year of birth and year of death. The cemetery reserves the right to limit the number of lines and number of characters per line, based on the size of the niche plate. All engravings are to be pre-approved at the sole discretion of the Cemetery Operator.

No fraternal or service club insignias will be approved for inscription on any niche.

No external decoration will be allowed on the wall of the Columbarium and no photograph cases will be allowed to be attached to the niche.

Interior dimensions of each Niche are 12" Wide x 11³/₄" High x 15" Deep

J. CONTRACTOR/MONUMENT DEALERS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specification relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Cemetery Custodian and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

WSIB coverage

Occupational Health and Safety compliance standards

Environmental Protection

WHMIS

Evidence of liability insurance of not less than \$2,000,000.00
(two million dollars)

All Cemetery By-Laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery after 6:00 p.m., weekends, or statutory holidays, unless approval has been granted by the Cemetery Operator.

No work will be performed at the cemetery except during regular business hours of the cemetery.

The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.