

**THE BY-LAWS OF THE  
CATARAQUI CEMETERY COMPANY**

927 PURDYS MILL ROAD  
KINGSTON, ONTARIO  
K7M 3N1

**Incorporated August 10, 1850**



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## **Article I - Introduction**

*"Whereas it hath become necessary to the health of the city of Kingston that a Public Cemetery should be established near to, but without, the limits thereof, ... the persons hereinafter named have associated themselves together for the purpose of establishing such Cemetery ... - preamble to an Act to incorporate the Cataraqui Cemetery Company, 10<sup>th</sup> August 1850."*

The Cataraqui Cemetery Company was created by an Act of the Legislative Assembly of Upper Canada on August 10, 1850. Through the following decades the Company acquired several contiguous properties, one which had been a burial ground since 1802.

The Cemetery, currently comprising some ninety-five acres in Lot 16, Concession 3, Kingston Township, Frontenac County, has been continuously in use to the present day. It is privately owned by its Lot Holders, and managed under the supervision of an elected Board of five Trustees.

Because of its age and location, Cataraqui Cemetery has many unique features. It is the site of the burial of Canada's first Prime Minister, Sir John A. Macdonald and Sir Alexander Campbell, Father of Confederation. The Cemetery contains a large military section allotted to the War Department in 1865, and currently under the patronage of the Department of Veterans Affairs and the Commonwealth War Graves Commission.

The operation of the Cemetery has kept pace with current business practices and legislative requirements, and is keenly sensitive to community standards.

The Cemetery is a non-profit, non-denominational burial ground and accepts persons of all faiths.

## Article II – Definitions

1. **"Base stone"** means the structure upon which rests the die stone.
2. **"Board"** means the duly appointed Board of Trustees, sometimes known as Directors, for Cataraqui Cemetery.
3. **"Burial Permit"** means a permit issued by the Division Registrar indicating that the death has been registered.
4. **"By-laws"** means the rules and regulations, which govern the operation of the Cemetery.
5. **"Care and Maintenance Fund"** (formerly called the **"Perpetual Care Fund"**) means the trust fund in which all monies received by the Cemetery for the care and maintenance of Cemetery property and markers have been invested.
6. **"Cemeteries Act"** means The Cemeteries Act (Revised) and Regulations.
7. **"Cemetery"** means The Cataraqui Cemetery Company, located on Lot 16, Concession 3, Township of Kingston, County of Frontenac.
8. **"Certificate of Interment Rights"** means the certificate issued by the Company to the purchaser of Interments Rights specifying the ownership of Interment Rights and associated memorialization rights.
9. **"Chairperson"** means the Chairperson of the Board.
10. **"Columbarium"** means an aboveground structure designed for the purpose of entombment of cremated human remains in sealed compartments.
11. **"Company"** or **"Corporation"** means The Cataraqui Cemetery and its Directors/Trustees or Management.
12. **"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.
13. **"Crematorium"** means a building fitted with appliances for the purpose of cremating human remains and includes everything incidental and ancillary thereto.
14. **"Crypt"** means a space provided for the entombment of human remains in a mausoleum.

## Article II – Definitions (continued)

- 15. "Die stone"** means the main component of the upright marker, that is, that which rests on the base stone.
- 16. "Entombment"** means the placement of human remains in a crypt or cremated human remains in a niche.
- 17. "Foundation"** means the belowground concrete structure upon which rests the base stone.
- 18. "General Maintenance Account"** means the bank account for Maintenance of the Cemetery and for services rendered in connection with its operation.
- 19. "Grave"**
- a. **"Infant Grave"** means any burial space intended for an infant and having a minimum size of 45.72 cm (1.5 feet) by 91.44 cm (3 feet).
  - b. **"Single Grave"** means any burial space intended for an adult and having a size of 91.44 cm (3 feet) by 3.05 metres (10 feet).
- 20. "Interment"** means the placement of human remains underground.
- 21. "Interment Rights"** means the right to require or direct the interment or entombment of human remains in a lot.
- 22. "Interment Rights Holder"** (otherwise known as a **"Lot Holder"**) means a person with Interment Rights with respect to a lot and includes a purchaser of Interment under the Cemeteries Act.
- 23. "Lot" and "Plot"**
- a. **"Cremation Lot"** means any interment space containing or set aside to contain one cremated human remains, and having a minimum size of 60.96 cm (2 feet) by 60.96 cm (2 feet).
  - b. **"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.
  - c. **"Plot"** means two or more lots for which the rights to inter have been sold as a unit.
- 24. "Marker"** means any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to, or intended to be affixed to, an interment lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.
- a. **"Flat Marker"** means any marker set flush with the surface of the ground.
  - b. **"Upright Marker"** means any marker projecting above the ground.

## **Article II – Definitions (continued)**

- 25. "Mausoleum"** means an above ground structure for the purpose of entombment.
- 26. "Ministry"** means the Ministry of Consumer Services for Ontario.
- 27. "Niche"** means a compartment within a columbarium for the entombment of cremated human remains.
- 28. "Plan"** means the plan of the Cemetery, approved by the Ministry of Consumer and Commercial Relations for Ontario.
- 29. "Regulations"** means Regulations made under the Cemeteries Act.
- 30. "Secretary-Treasurer"** means the Secretary-Treasurer of the Company.
- 31. "Superintendent"** means the person appointed by the Board of Trustees as Superintendent of Cataraqui Cemetery.
- 32. "Trust Fund"** means those funds which a trustee may invest, which are defined in The Trustee Act, R.S.O. 1990.
- 33. "Urn"** means any container used to hold cremated human remains.

### **Article III – Corporate Structure**

1.
  - I.** There shall be five Trustees of the Corporation, sometimes to be called Directors, as established by the Act of Incorporation 1850.
  - II.** Initially, the Annual Meeting following the fiscal year ending April 30, 1992 shall elect two Trustees who will serve one year, two Trustees who will serve two years and one Trustee who will serve three years.
  - III.** Following the Fiscal year ending April 30, 1993, two Trustees shall be elected for three years.
  - IV.** Following the fiscal year ending April 30, 1994, two Trustees shall be elected for three years.
  - V.** Following the Fiscal year ending April 30, 1995, one Trustee shall be elected for three years.
  - VI.** Thereafter, two Trustees shall be elected in two successive years and one Trustee in the third year following, each for a three-year term.
  - VII.** Vacancies on the Board, however caused, may be filled for the remainder of the term by the remaining Directors, if constituting a quorum, failing which such vacancy shall be filled at the next Annual General Meeting.
2. The Trustees shall be responsible for all aspects of the operation of the Corporation as set out in the Corporations Act R.S.O. 1990, and the Cemeteries Act (Revised).
3. The Trustees may pass By-laws which will be effective until confirmed at the next Annual Meeting of the Lot Holders, or if not confirmed, will be negated.
4. The Trustees will elect, from themselves, a President (Chairperson), Vice-President, and a Treasurer. They may appoint such other Officers as may be required. They may further appoint Advisors whose knowledge and skills will be of benefit in the operation of the Cemetery. They may appoint Honourary Directors.
5. Meetings of the Board shall be held as often as required, and in any case not less often than six times per year.
6. The Annual Meeting of the Corporation shall be held at a time and place determined by the Board, and shall be advertised three weeks prior to the date of the meeting in a local newspaper.

## **Article IV – Administration**

1. The Trustees shall appoint a Superintendent who will have the responsibility for operating the Cemetery in accordance with Provincial requirements, employment labour laws, municipal laws and good business principles, and who will be accountable to the Trustees.
2. The Superintendent shall have custody, under the Board of Trustees, of the Cemetery. No interment or removal of bodies shall take place without notice to the Superintendent who shall see that a proper Burial Permit or other Certificate required by law is furnished in each instance.
3. The Trustees shall appoint a Secretary-Treasurer who shall have the care of all records and documents, and conduct all correspondence. The Secretary-Treasurer shall keep proper record of all money transactions pertaining to Cemetery operations.
4. All monies received by the Company shall be used exclusively for the maintenance and improvements of the Cemetery.
5. The Company shall not be liable for any loss or damage from causes beyond its control.
6. The Company shall take reasonable precautions to protect the property of the Interment Rights Holder, but assumes no liability nor responsibility for the loss of any article that is placed on a lot, grave, crypt or niche.
7. In all matters not specifically covered by these By-laws, or as special circumstances may arise, the Board of Trustees may do anything, which is deemed reasonable, and such determination shall be binding upon the Interment Rights Holder and all parties concerned.
8. There shall be no rights implied or expressed except those granted to the Interment Rights Holder in these By-laws.

## **Article V – Sale and Transfer of Interment Rights**

1. The Company shall be the exclusive seller of Interment Rights for the Cemetery.
2. Interment Rights may be purchased from the Company at rates filed with, and according to the plans approved by, the Ministry, and which are on file in the office of the Cemetery.
3. Purchasers of Interment Rights shall acquire only the right and privilege of interment of the dead and of placing markers, subject to the Cemetery By-laws from time to time in force, and approved by the Ministry.
4. Payment for Interment Rights shall be made at the office of the Cemetery.
5. The Company shall provide each Interment Rights Holder at the time of sale with:
  - i. a copy of the contract;
  - ii. a copy of the Cemetery By-laws;
  - iii. and upon payment in full, a Certificate of Interment Rights.
6. Prices for Interment Rights and related services shall be set out in the most recent Price List which has been filed with the Ministry. Prices shall include the applicable portion for deposit to the Care and Maintenance Fund, as prescribed by the Cemeteries Act.
7. The Interment Rights Holder may transfer the Interment Rights by gift, but shall not re-sell the Interment Rights, except to the Company.
8. The transfer of Interment Rights or any interest therein shall be binding upon the Company only upon the receipt of written notice by the Secretary-Treasurer, which shall include the name and address of the transferee. Upon receipt of such notice and the return of the original Certificate of Interment Rights or predecessor easement, the Secretary-Treasurer shall record the transfer and issue a new Certificate of Interment Rights to the transferee. The fee for the transfer shall be prescribed in the Price List.
9. In cases of transfer of ownership of Interment Rights by will or bequest, the Company shall, for proof of ownership, reserve the right to require production of a notarial copy of the will and letters probate, or other evidence satisfactory to the Company.
10. The Interment Rights Holder may require, by written demand, the Company to repurchase the Interment Rights at any time before used.

## **Article V – Sale and Transfer of Interment Rights (continued)**

11. The Company shall repurchase the Interment rights within thirty days after receiving the demand.
12. The repurchase price shall be the original selling price less the amount invested in the Care and Maintenance Fund.
13. If the original selling price is unknown, the repurchase price shall be as set out in the Cemeteries Act.
14. In accordance with the Cemeteries Act, the Company shall not be required to repurchase the Interment Rights for more than four lots held by the same Interment Rights Holder in a twelve-month period.
15. No refund shall be made for any lot or plot for which any Interment Rights have been exercised.
16. The Interment Rights Holder shall notify the Company of any change in mailing address.
17. Notices specified by any By-law shall be given in person or by mail to the Interment Rights Holder, or the legal representative at the last postal address appearing in the records of the Company.
18. The Company may apply to the Ministry for a declaration that Interment Rights are abandoned, and may re-sell Interment Rights that have been declared abandoned, in keeping with the Cemeteries Act.

## **Article VI – Interments, Disinterments and Entombments**

1. Interments shall be authorized in writing by the Interment Rights Holder, the legal representative or the heir-at-law.
2. When Interment Rights in a lot or plot are held jointly by two or more persons, an order for Interment shall be accepted from either or any of them or from their legal representative.
3. Those ordering the Interment shall be held responsible for charges incurred.
4. No more than one Interment shall be made in any single grave except:
  - i. In areas designated for double depth Interment;
  - ii. For up to eight cremated human remains;
  - iii. In the case of an infant container of 30.2 cm (12 inches) by 60.96 cm (24 inches), or of six cremated human remains, which may be interred within a single grave in which a casket containing human remains has been interred.
5. Only human remains shall be permitted Interment within the Cemetery.
6. Remains to be interred in a grave shall be enclosed and sealed securely in a container of sufficient strength to permit interment with the container remaining intact. The container shall be of size to permit Interment within the dimensions of the lot.
7. Notice of Interment shall be given at the office of the Cemetery at least sixteen working hours in advance. The Company shall not be responsible for the preparation of graves without such notice.
8. The following documents are required to exercise Interment Rights in the Cemetery: Burial Permit or Certificate of Cremation, Certificate of Interment Rights or predecessor easement; and Order of Interment. Additionally, the following documents may be required: Authorization Document, when the legal representative or the heir-at-law is exercising Interment Rights, and Removal Order, when necessary.
9. Interment shall be permitted between the hours of 8:30 a.m. and 4:00 p.m. Monday to Friday and from 8:30 a.m. to 11:00 a.m. Saturday. Interment service requests other than in these time periods, if accepted by the Company, shall be subject to additional charges as prescribed in the Price List.

## **Article VI – Interments, Disinterments and Entombments**

10. Interments shall not be permitted on Sunday nor on a statutory holiday unless under exceptional circumstances with approval of the Superintendent.
11. Winter Interments shall take place unless weather does not permit.
12. No lot shall be opened for Interment or Disinterment by any person not in the employ or under the direction of the Board.
13. A senior employee of the Company shall supervise each Interment or Entombment.
14. A written statement with the name, place of birth, late residence, age and date of death of the person to be interred, and the name of the funeral director or transfer service shall be provided to the office of the Cemetery prior to Interment.
15. Funeral processions shall follow the designated route.
16. The Interment fee payment, as prescribed in the Price List, shall be deposited with an official of the Company before the Interment or Entombment shall take place.
17. The Interment fee shall include the opening and closing of the grave, the use of planking, grave dressings and lowering device and the registration of Interment.
18. The Company shall exercise all due care in making Interments and Disinterments, but shall not be responsible for any damage to any casket, urn or other container during Disinterment.
19. Disinterment shall not be permitted without the written consent of the Medical Officer of Health and of the Interment Rights Holder, except on an order from the Court or as provided in the Cemeteries Act.
20. A funeral director or member of clergy, Medical Officer of Health and Cemetery Personnel are the only individuals permitted to view Disinterment.
21. No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Company, confirming compliance with the Cemeteries Act, is affixed to the container. It is to be noted that this does not apply to cremated human remains. A Burial Permit under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the Cemeteries Act.

## **Article VI – Interments, Disinterments and Entombments (continued)**

22. The Company shall reserve the right to correct at its expense any error that may be made by it in making Interments or Disinterments, or in the description, conveyance or transfer of any Interment Rights. The Company may cancel such conveyance 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. Notice of 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. In the event that any such correction involves the Disinterment of human remains, the Company shall obtain the approval of the Medical Officer of Health and consent of the Interment Rights Holder.
23. Due to increasing use of oversized outer containers, the Company shall not assume responsibility for reduction of the number of grave openings that may be made in any plot.
24. During an Interment service, lowering of the casket fully into the grave while mourners are present shall be permitted only under special circumstances and upon approval of the Superintendent.
25. The Board shall permit within the Cemetery only those activities and insignia in keeping with dignified ceremony.
26. Fees pertaining to Disinterment or Disentombment shall be prescribed in the Price List, filed with the Ministry.

## **Article VII – Crematorium**

1. Prior to cremation the following documents shall be submitted to the Cemetery Office: Coroner's Cremation Certificate as provided by the Ministry, Burial Permit and an Application for Cremation form as may be adopted by the Company from time to time. Upon submission of these documents, the requisite fees, as prescribed in the Price List, shall be paid.
2. Cremations are accepted at the Crematorium from 8:30 a.m. to 4:45 p.m. Monday to Friday and from 8:30 a.m. to 11:45 a.m. Saturday.
3. The casket or container that must be used for cremation shall be constructed in a proper rigid form, shall prevent leakage and be readily combustible. No casket or container, for the purpose of cremation, shall be constructed of, or contain, non-flammable, hazardous or prescribed material or in which a pacemaker or other prescribed device is present.
4. No person other than a licensed funeral director accompanied by a witness, at the written request of the executor/personal representative of the deceased shall be permitted to open the covering panel(s) of a casket or container within the Crematorium.
5. The Company reserves the right to remove or authorize the removal of material from the casket or container used for cremation which may be potentially harmful to the person administering the cremation process, the cremator or the environment.
6. Requests to witness the actual cremation process must be made to the Superintendent prior to the remains being delivered to the Crematorium. A time suitable to the schedule of the Crematorium will be assigned for witnessing. No more than five persons plus a religious representative shall be admitted within the area in which the cremator is located. At no time during the charge process shall anyone come in contact with the casket or container. Those individuals permitted to witness this process shall be under the direction and follow the instructions of Cemetery personnel. Upon ignition of the burners the family representatives must leave the area in which the cremator is located.
7. Except if required by a welfare administrator or for the purpose of compliance with the Cemeteries Act, the Company has the right to refuse to cremate any human remains.

## **Article VII – Crematorium (continued)**

8. Upon completion of the actual cremation, foreign materials such as metal fragments from the casket or container are removed and discarded within an area of the Cemetery. The calcium material is then refined to a calcium ash, which is placed in a temporary urn provided by the Crematorium at no additional charge. The precious metal content of jewellery or articles enclosed within the casket or container vaporizes due to the temperatures reached during the actual cremation process. The remaining representation of these articles shall be considered a foreign material and is disposed of as such.
9. Where written instructions for the disposition of cremated human remains has not been provided to the Cemetery Office, the Company shall return the cremated remains to the funeral director, transfer service or executor/personal representative of the deceased.
10. The Company provides the following services associated with disposition of cremated human remains: courier service within Canada, Interment, Entombment, common ground placement, and scattering.
11. Common ground provides for the Interment and possible Disinterment of cremated human remains without the purchasing of Interment Rights. This service makes no provision for memorialization nor visitation rights.
12. Scattering of cremated human remains within the Cemetery is NOT permitted.
13. Scattering of cremated human remains shall be considered as non-recoverable and shall mean the option for Disinterment is not possible.
14. Fees pertaining to disposition of cremated human remains are as prescribed in the current Price List for the Company.

## **Article VIII – Sir John A. Macdonald Chapel**

The Chapel was designed and built in 1979-80 as part of a Chapel-Crematorium-Office complex for Cataraqui Cemetery. Located within the chapel is the Sir John A. Macdonald memorial stained glass window which dates from 1893 and is appropriately composed of the figures of ten ancient law makers. Designed for the purpose of funeral, memorial or committal services, the Chapel may comfortably seat fifty-five persons.

1. Chapel hours are from 9:00 a.m. to 4:00 p.m., Monday to Friday and 9:00 a.m. to 11:00 a.m. Saturday. Reserving use of the Chapel other than within these time frames, if permitted, shall be subject to overtime charges.
2. The reserving of the Chapel time shall require a minimum of four hours previous notice which shall be given at the Office of the Cemetery.
3. The opening of a casket or container within the Chapel is not permissible.
4. Services taking place within the Chapel shall be supervised and under the direction of a senior employee of the Company.
5. The covering panel(s) of a casket shall not be opened within the Chapel.
6. Lowering of the casket during a Chapel service shall be permissible only after a Liability Waiver Form, as provided by the Company, signed by the officiating representative of the deceased, has been submitted to the Superintendent.
7. The Company reserves the right to limit the number and time durations of Chapel services to take place in any given day.
8. The use of and conduct within the Chapel shall be subject to the By-laws governing the Cemetery.
9. The fee for Chapel use, as prescribed in the Price List, shall be deposited at the Cemetery Office prior to reserved time.

## **Article IX – Care of Lots – General**

1. Lots for which Interment Rights have been sold or assigned shall be maintained and kept properly graded, sodded and mown by the Company.
2. As set out in the Cemeteries Act, the Company may charge Interment Rights Holders, at a rate approved by the Registrar, for the maintenance of lots and markers that were sold before 1955, if there were no trust funds collected for that purpose.
3. The Company shall not be responsible for the loss of, or damage to, articles left upon a lot.
4. Borders, fences, railings, walls, cutstone copings, and hedges in or around lots are not permitted. Should those that were previously erected become dangerous or in a state of disrepair, the Company may order the removal of said enclosures ninety days after giving written notice to the Interment Rights Holder's recorded address as appears in Cemetery records.
5. Nails, wires, wooden crosses, articles of glass, pottery or any other material which, when neglected or broken, may create a hazard to workers or visitors, shall not be permitted.
6. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within thirty days shall be discarded.
7. Work done upon a lot shall be with the permission of the Superintendent.
8. Implements or materials used within the Cemetery shall be removed without delay by those responsible and, if this is not done, the Superintendent may order the removal of same at the expense of those responsible.
9. Garbage receptacles are placed throughout the Cemetery to provide for rubbish associated with care of lots. Debris originating from outside the Cemetery shall not be placed in these receptacles or anywhere else in the Cemetery.
10. The grading of the lot or plot shall not be changed without authorization of the Superintendent and, in the case of any such change, the Company may restore the lot to its original grade at the expense of those responsible for the change.

**Article IX – Care of Lots – General (continued)**

11. Trees, shrubs, flowering or other plants may be cultivated on lots, but only such varieties that contribute to the enhancement of and are in keeping with the general plan of the grounds, subject to the approval of the Superintendent.
12. Trees, shrubs, flowering or other plants 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 Company, after thirty days notice has been given to the Interment Rights Holder.
13. The planting of trees, shrubs, flowering or other plants around a Columbarium shall be restricted to those provided by the Company.

## **Article X – Care of Lots – Flowers**

1. Memorial wreaths shall be permitted from November 1 to March 31 inclusive.
2. During the growing season, (May 1 to October 31) while natural flowers are available, artificial flowers are not permitted on lots.
3. Flowerbeds, where permitted on lots, shall be planted in front of the upright marker. The length of the flowerbed shall not exceed the length of the base stone. The width of the flowerbed shall not exceed 40.64 cm (16 inches).
4. Vases, containers, wreaths or flowers which are left beyond the designated time, or which become unsightly or interfere with grass cutting, may be removed. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within thirty days shall be discarded.
5. The Company shall not be liable for vases, containers, wreaths or flowers placed on Cemetery property.
6. Freshly cut flowers are the only form of embellishment permitted on cremation lots.
7. The planting of flowers, shrubbery, etc. shall be restricted to those plantings provided by the Company.

## **Article XI – Markers – General Information**

1. The Company shall reserve the right to determine the size of markers on each lot or plot.
2. Those intending to install a marker in the Cemetery shall pay to the Company the appropriate amount for the Care and Maintenance Fund, as prescribed by the Cemeteries Act, prior to installation of the marker.
3. Markers shall not be delivered to the Cemetery without prior receipt by the Company of a Request for Marker Installation form containing the following information:
  - i. Name and address of the Interment Rights Holder;
  - ii. In the case of an upright marker:
    - a) Dimensions of the die stone (height, width, thickness),
    - b) Dimensions of the base stone (height, width, thickness),
    - c) Description of the marker;
  - iii. In the case of a flat marker: Dimensions and description of the marker;
  - iv. Instructions for the placement of the marker.
4. No marker or other structure shall be placed in or upon a lot or plot until accrued charges have been paid in full.
5. No marker, footstone or memorial of any kind shall be placed, moved, altered or removed without authorization of the Company.
6. The Company shall take reasonable precaution to protect the property of the Interment Rights Holder, but shall assume no liability nor responsibility for the loss of or damage to any marker, except where such damage or loss is due to its own negligence.
7. A marker, memorial or other structure which becomes unsightly or dangerous may be repaired, reset or laid down by the Company to ensure the safety of the public and to preserve the dignity of the Cemetery.
8. The Interment Rights Holder shall be notified by the Company, in writing, where possible, when a marker, memorial or other structure on the lot or plot of the Interment Rights Holder is to be repaired, reset or laid down.

## **Article XII – Upright Markers**

1. There shall be not more than one upright marker on any lot.
2. The upright marker shall be placed at the head of the lot or the place reserved for it, unless adjoining (end-to-end) lots or plots are owned by the same Interment Rights Holder, in which case both sides of the die stone may be used for inscription.
3. The die stone and base stone shall be constructed of granite.
4. Upright markers to be placed at the head of an infant grave shall not exceed 60.96 cm (24 inches) in height. The base stone shall not exceed a length of 45.7 cm (18 inches) nor width of 25.4 cm (10 inches) and shall not be less than 15.2 cm (6 inches) in height. The die stone shall not exceed a length of 40.6 cm (16 inches) nor a thickness of 15.2 cm (6 inches).
5. Upright markers to be placed at the head of a single grave shall not exceed 1.02 metres (40 inches) in height. The base stone shall not exceed a length of 76.2 cm (30 inches) nor width of 35.6 cm (14 inches) and shall not be less than 15.2 cm (6 inches) in height. The die stone shall not exceed a length of 66 cm (26 inches) nor a thickness of 20.3 cm (8 inches).
6. Upright markers to be placed at the head and center width of a plot containing two or more single graves shall not exceed 1.37 metres (54 inches) in height.
7. The base stone to be placed on a two grave plot shall not exceed a length of 1.62 metres (64 inches) nor width of 40.6 cm (16 inches). The die stone shall not exceed a length of 1.47 metres (58 inches) nor a thickness of 25.4 cm (10 inches).
8. The base stone to be placed on a three grave plot shall not exceed a length of 1.83 metres (72 inches) nor width of 40.6 cm (16 inches). The die stone shall not exceed a length of 1.73 metres (68 inches) nor a thickness of 25.4 cm (10 inches).
9. The base stone to be placed on a plot containing more than three graves, may be permitted upon approval of the Board, the length not exceeding 50% of the width of the plot. The width of the base stone shall not exceed 45.7 cm (18 inches). The die stone shall not exceed a thickness of 30.5 cm (12 inches).
10. The top and bottom of a base stone shall be smooth sawn.
11. Free standing crosses or upright markers of exceptional design that may exceed upright marker specifications may be permitted, should the design, plan and specifications relative to the material, construction and the proposed location be submitted to and approved by the Board.

## **Article XII – Upright Markers (continued)**

12. Minor scraping of the base stone due to the grass mowing operations shall be considered by the Company to be normal wear.
13. Upright markers shall have no uncovered vertical joints.
14. Foundations for markers shall be built by the Company at the expense of the Interment Rights Holder.
15. The foundation shall be installed in the designated space and in the specified dimensions. If incorrect dimensions have been given on the Request for Marker Installation form, the foundation shall be removed or rebuilt by the Company at the expense of the Interment Rights Holder. The foundation shall be the greater of 1.32 metres (4.5 feet) in depth or the full depth of the grave. The foundation shall be set at the direction of the Company.
16. The technical specifications for foundations built by the Company shall be as follows:
  - i. The concrete mix for the foundation shall be 20.5 Mpa (3000 psi), maximum 75 mm (3 inches) slump, maximum 20 mm (0.8 inches) aggregate and 6% +/- 1% air entraining agent.
  - ii. The dimensions of the bottom of the foundation shall be at least equal to the dimensions of the top of the foundation.
  - iii. The dimensions of the top of the foundation shall be equal to the dimensions of the base stone.
  - iv. The surface of the foundation shall be flush with the lowest point of the surrounding ground.
  - v. Should conditions warrant, a floating type foundation may be built and placed over 20 mm (0.8 inches) clear, crushed stone.
  - vi. The finished concrete shall be permitted to cure for 48 hours before a marker is placed.
  - vii. A proper bonding agent and re-bar shall be used when it is necessary to add to an existing foundation.
  - viii. The lot or plot upon which foundation work is executed shall be returned to proper condition.
17. Marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery.
18. Specifications for inscriptions to be placed on the surface of an exterior niche panel of a Columbarium shall be given to the Interment Rights Holder at the time of Interment Rights purchase.

## **Article XII – Upright Markers (continued)**

19. The marker for a Canadian or Allied Veteran or for a Commonwealth War Interment shall not be altered or moved without the agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission or such authority as is prescribed by statute. This shall apply only where the Federal Department of Veterans Affairs has contributed to the cost of the Interment.

### **Article XIII – Flat Markers**

1. Flat markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per size of the lot or plot.
2. The maximum dimensions of flat markers shall be as follows:
  - i. Infant grave: marker to be placed at the head of grave 45.7 cm (18 inches) by 25.4 cm (10 inches);
  - ii. Cremation lot: Section "C", 50.8 cm (20 inches) by 40.6 cm (16 inches);
  - iii. Cremation plot: Section "C", 1.17 metres (44 inches) by 40.6 cm (16 inches);
  - iv. Single grave: marker to be placed at the head of the grave, 76.2 cm (30 inches) by 45.7 cm (18 inches);
  - v. Single grave: marker to be placed other than at the head of grave, 60.9 cm (24 inches) by 35.6 cm (14 inches);
  - vi. Double grave and larger: 121.9 cm (48 inches) by 45.7 cm (18 inches).
3. A flat marker to be placed on a cremation lot in Section "A" shall have an exact size of 50.8 cm (20 inches) by 30.5 cm (12 inches), shall have smooth sawn edges and shall memorialize only the individual interred.
4. The minimum thickness for flat granite markers and for the bases of flat bronze markers shall be 10 cm (4 inches).
5. Flat markers shall be installed by the Company, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the Rate of Tariffs.
6. The installation of flat markers shall be within thirty days of acceptance by the Company, if suitable conditions exist. The storage of flat markers during winter months shall not be permitted. The delivery of flat markers shall be within the normal working hours of the Cemetery.
7. Cornerstones shall be made of granite and shall not exceed 20.3 cm (8 inches) by 20.3 cm (8 inches).
8. Only two cornerstones shall be permitted on a single grave or two grave plot and shall be placed to indicate the lower width of the lot or plot.
9. A plot containing more than two graves shall be allowed four cornerstones which shall be placed to indicate the length and width of the plot.
10. The installation of cornerstones shall be subject to Sections 4 and 5 of this Article as well as Article XI.

#### **Article XIV – Regulations for Marker Dealers, Contractors and Workers**

1. Markers shall be delivered to the Cemetery only after the Request for Marker Installation form, as specified in Article XI, Section 3, has been presented to the Company.
2. Marker dealers shall indicate the date by which the foundation is required, which shall be at least 20 days following the date of notice.
3. The marker shall not be delivered to the Cemetery until the foundation is completed and the Company is ready to proceed with the installation.
4. Marker dealers and contractors shall provide the Superintendent with sufficient proof of Worker's Compensation coverage and adequate liability insurance before commencing work in the Cemetery.
5. The demeanor of workmen employed by others upon the Cemetery property shall be subject to the control of the Superintendent. Contractors, masons and stone-cutters shall lay planking on the lots and paths over which heavy materials are to be moved in order to protect the ground surface from injury. Workmen shall not be permitted to work within the Cemetery on Saturdays, Sundays, Statutory holidays or before 8:00 a.m. or after 5:00 p.m. weekdays, unless special permission is given by the Cemetery.
6. All implements and materials used in the performance of any work shall be placed where the Superintendent may direct. All rubbish and surplus earth shall be removed in such manner and at such time and to such place as the Superintendent may order. Otherwise the obstruction will be removed and the expenses incurred charged to the individual responsible.
7. The Company shall not be held responsible in any way for injury which should befall any marker dealer, contractor or their employees while performing their duties on Cemetery property.
8. Heavy loads shall not be permitted within the Cemetery without special permission.

## **Article XV – Cemetery Vaults**

1. The Cemetery vault shall be for the placement and storage of human remains which shall subsequently be interred in this or another Cemetery.
2. The permit for usage of the vault shall be obtained from the Company. The vault fee, as prescribed in the Price List, shall be paid before the permit is issued.
3. A Burial Permit and Vault Storage Permit shall be affixed to the container prior to placement in the vault.
4. The human remains of those who have died from communicable diseases and those who have not been embalmed shall not be admitted to the vault.
5. Human remains stored in the vault shall be contained in a wooden or metal casket.
6. Human remains may be stored in the vault from November 15 until May 1, at which time they must be removed.

## **Article XVI – Visitors**

1. Visitors are always welcome at the Cemetery from 8:00 a.m. to sunset. They are asked to remember the respect due to those interred within.
2. Cemetery Office hours are from 9:00 a.m. to 4:00 p.m. Monday to Friday.
3. Children under the age of 16 years shall not be admitted to the Cemetery grounds unless accompanied by an adult, who shall be responsible for their good conduct.
4. Pets shall not be permitted on the Cemetery grounds.
5. Parades and assemblies other than funeral processions shall not be permitted on the Cemetery grounds without prior approval of the Company.
6. Vehicles within the Cemetery shall be driven with due decorum and at a moderate rate of speed and shall not leave the avenues. Proprietors of vehicles shall be liable for any damage done by them or their drivers.
7. All-terrain vehicles, snowmobiles and similar vehicles shall not be permitted on Cemetery grounds.
8. Bicycles are permitted when operated by an adult in a safe and proper manner and shall not leave the avenues.
9. The discharge of firearms, except at interment services for which permission has been granted by the Company, shall be prohibited on the Cemetery grounds.
10. Rubbish shall be placed in the appropriate receptacles and shall not be thrown on the Cemetery grounds.
11. Complaints by Interment Rights Holders or visitors shall be made to the Cemetery Office and not to the workers on the Cemetery grounds.
12. A person disturbing the quiet and good order of the Cemetery or who otherwise violates these By-laws shall be expelled from the Cemetery grounds.
13. A person who, on the Cemetery grounds, damages or moves any tree, plant, marker, fence, structure or other things usually erected, planted or placed in a cemetery is liable to the Company and to the Interment Rights Holder whose property, as a result, incurs damage.

**Article XVI – Visitors (continued)**

14. The Superintendent and his assistants are empowered and are required to preserve order and decorum in the Cemetery.
  15. The sale or solicitation of goods and services, or the posting of signs, notices or advertising of any kind shall not be permitted on the Cemetery grounds without prior authorization of the Board.
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