



BY-LAW NO. 2

**A BY-LAW FOR THE PROPER OPERATION AND MAINTENANCE OF
THE CATARAQUI CEMETERY**

THE CATARAQUI CEMETERY COMPANY

Incorporated August, 10, 1850

927 Purdy's Mill Rd. • Kingston Ontario • K7M 3N1

(613)546-6545 • cataraquicemetery.ca

January 24, 2017

TABLE OF CONTENTS

Section	Page
Definitions and Interpretations	1.
Section 1 - Burial Options	3.
Section 2 - Sale and Transfer of Interment Rights	4.
Section 3 - Interments and Disinterments	5.
Section 4 - Care of Lots and Embellishments	7.
Section 5 - General Information about Markers and Inscriptions	9.
Section 6 - Marker Specifications (Sizes, Limits and Placement)	10.
Section 7 - Contractors	13.
Section 8 - Visitor Conduct and Cemetery Hours	13.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

DEFINITIONS AND INTERPRETATIONS

For the purpose of this By-Law, **FBCSA** means The Funeral, Burial and Cremation Services Act, 2002 and its Regulations. In this by-law, unless the context otherwise requires:

“Base Stone” means the structure upon which rests the die stone;

“BAO” means the Bereavement Authority of Ontario;

“Board” means the duly appointed Board of Trustees, sometimes known as Directors, for The Cataraqui Cemetery Company;

“By-laws” means this by-law and all other by-laws of The Cataraqui Cemetery Company as amended and which are from time to time, in force;

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

“Care and Maintenance Fund” means a fund as required under the FBCSA, for which the cemetery operator is required to contribute a prescribed amount or an established percentage of the purchase price of all Interment Rights as well as the set amounts regarding marker installations. Interest earned from this fund is used to provide care and maintenance of the cemetery including the lots, markers general grounds roadways and facilities;

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

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

“Columbarium” means an aboveground structure designed for the purpose of interment of cremated human remains in sealed compartments;

“Contract” means the legal, written agreement which all purchasers of Interment Rights, licensed suppliers or licensed services must enter into and sign with the Corporation, detailing obligations of both parties and acceptance of the by-laws as they may apply;

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

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

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

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

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

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

“General Manager” means the General Manager appointed by the Board of The Cataraqui Cemetery Company or his/her duly authorized representative.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

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

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

“Interment Rights Certificate” means the document issued by the Cemetery or Corporation to the purchaser specifying ownership of the Interment Rights. Sometimes known as a ‘deed’;

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

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

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

“Lot” and “Plot”

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

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

“Marker” means any, monument, upright marker, tombstone, headstone, flat marker, footstone, cornerstone, vase, planter, potting urn, plaque, name plate, cross, memorial or any other ornament or embellishment affixed to or intended to be affixed to an interment lot, plot, mausoleum, crypt, columbarium, niche or other structure or place intended for the deposit of human remains;

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

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

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

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

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

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

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

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

SECTION 1 - BURIAL OPTIONS

1.1 Cataraqui Cemetery currently offers interment rights for the following burial options and programs:

- a) **Standard Adult Burial Lots** are located throughout the Cemetery as per the official plan and are 36 inches in width by 120 inches in length. The capacity in these lots is five (5) cremation interments or one (1) casket interment and four (4) cremation interments on top;
- b) **Infant Lots**, are located in Section New C and can be either 18 inches by 36 inches or 24 inches by 36 inches. The capacity is one (1) infant casket or cremation interment;
- c) **Cremation Lots, Section New A**, are located in Section New A and the size of each lot is 24 inches by 24 inches. The capacity is one (1) cremation interment;
- d) **Cremation Lots, Extension New A**, are located in Section Extension New A and the size of each lot is 36 inches by 24 inches. The capacity is two (2) cremation interments;
- e) **Cremation Lots, Section New C**, are located in Section New C and the size of each lot is 24 inches by 24 inches. The capacity is one (1) cremation interment;
- f) **Cremations Lots, Pathway of Gardens of Nicaea**, are located in Gardens of Nicaea section and the size is 42 inches width by 60 inches in length. The capacity is four (4) cremation interments;
- g) **Community Gardens** are garden areas located in different areas of the Cemetery. Each garden consists of a number of cremation lots. The size of each lot 24 inches by 24 inches and can hold up to two (2) cremation interments unless otherwise stated on the Contract and Interment Rights Certificate;
- h) **Private Gardens** are garden areas located throughout the Cemetery. Each garden is a private cremation lot and can vary in size and interment options as specified on the Contract and Interment Rights Certificate;
- i) **Military lots** are located in the Military Section in Old G and the size is 36 inches wide by 120" in length and are only available for Department of National Defense (DND) or Department of Veterans Affairs (DVA) eligible individuals and their partners. These lots allow for two (2) cremation interments or one (1) casket interment plus one (1) cremation interment on top. Markers shall be limited to one (1) military style placed in the headstone row and one flat marker at the foot of the lot. Marker design, dimensions and placement shall be as per marker regulations detailed in Section 6 of this by-law;
- j) **Tree Programs** are cremation lots that are located throughout the Cemetery, vary in size depending on the species of tree and allow for up to two (2) cremation interments unless specified on the Contract and Interment Rights Certificate;
- k) **Niches** are in located in several sections of the Cemetery, vary in size and in number of entombments permitted as specified on the Contract and the Interment Rights Certificate;
- l) **Crypts** are available, each allowing for one (1) casket entombment with the size, design and location of the crypt specified on the Contract and the Interment Rights Certificate; and
- m) **Common ground** provides for the interment of cremated human remains without the purchase of Interment Rights. This option makes no provision for memorialization or other rights.
- n) **Assisted Burial Lots**, are full size burial lots, 36" x 120", located in Section B, Lots 42 and 46. Pursuant to subsection 164 of O.Reg.30/11 and subsection 3 of O.Reg. 184/12, made under the FBCSA, these lots are reserved only for the interment of an eligible individual with direction, received by the Cemetery, from a delivery agent as defined in the Ontario Works Act. Lots are assigned by the Cemetery and only at time of need. Interment rights, shall be conveyed to the Purchaser. Each lot allows for one (1) casket interment and one (1) pillow style marker in the headstone row. Marker design, dimensions, placement and authorization shall be, as defined, in Section 6 of this by-law.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Catarauqui Cemetery

SECTION 2 - SALE AND TRANSFER OF INTERMENT RIGHTS

- 2.1 Interment Rights may be purchased from the Cemetery according to the plans approved by the BAO, and which are on file in the office of the Cemetery.
- 2.2 Prices for Interment Rights as well as licensed Cemetery/Crematorium supplies and services shall be set out in the most recent Price List. Prices shall include the applicable portion for deposit to the Care and Maintenance Fund, as prescribed by the FBCSA.
- 2.3 Payment for Interment Rights as well as Licensed Cemetery/Crematorium Supplies and Services shall be made at the office of the Cemetery.
- 2.4 Interment Right Holders shall acquire only the right and privilege to:
 - a) direct the interment of human remains in the lot to which the interment rights relate;
 - b) erect a marker or place inscription on the lot or other receptacle for human remains to which the interment rights relate if doing so does not contravene this by-law;
 - c) have reasonable access to the lot to which the interment rights relate at any time, except as prohibited by this by-law;
 - d) once the interment rights have been paid in full, receive a certificate of interment rights from the Corporation; and
 - e) become a member of the Corporation.
- 2.5 The Cemetery shall provide each Interment Rights Holder at the time of sale with:
 - a) a copy of the contract;
 - b) a copy of the Cemetery By-laws;
 - c) a copy of the most current Price List;
 - d) a copy of the Consumer Guide; and
 - e) an Interment Rights Certificate upon payment in full, after the thirty (30) day cooling off period.
- 2.6 All contributions to the Care & Maintenance Fund are non-refundable once the Interment Rights Certificate has been issued.
- 2.7 If the purchaser cancels their contract for Interment Rights, Licensed Supplies or Licensed services within thirty (30) days of when the contract was written, and the interment rights have not been exercised, the purchaser will receive all the money that was paid for the interment rights.
- 2.8 A person who holds Interment Rights for a lot or plot in the Cemetery, in which Interment Rights have been exercised for one (1) or more lots, may not cancel or resell the Interment Rights to any used lot(s).
- 2.9 Interment Rights for any plot that was purchased or conveyed as a contiguous unit or group of lots may only be cancelled or resold as the same unit or group that was conveyed on the certificate of interment rights, unless prior arrangements have been made with the Cemetery to approve and sever the unused individual lots to be cancelled or sold and all associated fees have been paid.
- 2.10 The endorsement on the Interment Rights Certificate shall include:
 - a) a statement signed by the Interment Rights Holder selling the Interment Rights, acknowledging the sale to the third party purchaser;
 - b) the signature of the Cemetery Operator confirming that the person selling the Interment Rights is shown as the Interment Rights Holder on record of the Cemetery;
 - c) the date on which the Interment Rights were sold;
 - d) the name and address of the third party purchaser; and
 - e) a statement of any money owing to the Cemetery in respect of the Interment Rights.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 2.11 After an Interment Rights Holder resells the Interment Rights to a third party purchaser but before the purchaser exercises those Interment Rights, the purchaser shall provide the Cemetery with:
- a) the endorsed certificate (see requirement of endorsement, Section 2.11 above); and
 - b) all other information necessary in order to issue a new Interment Rights Certificate in relation to the Interment Rights.
- 2.12 The Cemetery does permits the resale of Interment Rights and may repurchase the Interment Rights from the Rights Holder, if the Cemetery so desires, and may negotiate a purchase price so long as the seller acknowledges being aware of the amounts for the Interment Rights as detailed in the current Price list.
- 2.13 For the transfer of Interment Rights other than by sale:
- a) the Interment Rights Holder must disclose to the person acquiring the Interment Rights the same information as in specified in Sections 2.10 and 2.11 above;
 - b) the person that acquires the Interment Rights shall provide the Cemetery with the same documentation and information specified in Sections 2.10 and 2.11 above; and
 - c) pay the appropriate fees as detailed in the current Cemetery Price List.
- 2.14 In cases of transfer of ownership of Interment Rights by will or bequest, the Cemetery shall, for proof of ownership, reserve the right to require production of a notarized copy of the Last Will and the Certificate of Estate Trusteeship, or other evidence satisfactory to the Cemetery.
- 2.15 No refund shall be made for any lot or plot for which any Interment Rights have been exercised.
- 2.16 The Interment Rights Holder shall notify the Cemetery of any change in mailing address.
- 2.17 The Cemetery may apply to the BAO for a declaration that Interment Rights are abandoned, and may re-sell Interment Rights that have been declared abandoned, in keeping with the FBCSA.

SECTION 3 - INTERMENTS AND DISINTERMENTS

- 3.1 For each interment of human remains in a lot, niche or crypt to which the interment rights relate, the Cemetery shall receive the written consent of the Interment Rights Holder or a person authorized to act on the holder's behalf.
- 3.2 Only human remains shall be permitted interment within the Cemetery.
- 3.3 When the Interment Rights to a lot or plot are held jointly by two or more persons, an order for interment and written consent shall be accepted from either or any of the Interment Rights Holders of Cemetery record.
- 3.4 Before each interment or disinterment, the purchaser or Interment Rights Holder must enter into a Sales Contract, with the Cemetery, providing such information or written statement as may be required by the Cemetery, in accordance with provincial legislation, for the completion of; a sales contract; an interment order form; an interment authorization form, a disinterment order Form; and the Cemetery's public register.
- 3.5 All interment or disinterment fees, as prescribed in the current Price List, shall be deposited with an official of the Cemetery before the interment or disinterment shall take place.
- 3.6 The interment fee shall include the opening and closing of the lot or structure, staffing, the registration of the interment and all other clerical tasks as well as (when applicable) the use of planking, dressings, mats lowering devices, etc.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 3.7 Those ordering the interment shall be held responsible for the charges incurred.
- 3.8 The Cemetery requires that it receive before or on the day of the scheduled interment or entombment, for each interment, the Burial Permit or Certificate of Cremation.
- 3.9 Notice of interment or disinterment should normally be given at the office of the Cemetery at least two (2) business days in advance. The Cemetery shall not be responsible for the preparation without such notice.
- 3.10 Interment or disinterment shall be permitted between the hours of 8:30 a.m. and 3:30 p.m. Monday to Friday (excluding Statutory and Company Holidays). Interment services requested for times other than these time periods, if accepted by the Cemetery, shall be subject to additional charges as prescribed in the current Price List.
- 3.11 All interments are scheduled by the Cemetery and subject to availability and scheduling considerations.
- 3.12 Interment or disinterment shall not be permitted on Sundays nor on statutory/company holidays unless under exceptional circumstances with approval of the General Manager.
- 3.13 Only a licensed funeral director accompanied by a witness, at the written request of the estate trustee of the deceased shall be permitted to open the covering panel(s) of a casket or container within the Cemetery.
- 3.14 Remains to be interred in a lot, niche or crypt 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 or entombment within the dimensions of the lot, niche or crypt.
- 3.15 Winter interments shall take place unless weather does not permit.
- 3.16 Only a person in the employ or under the direction of the Cemetery shall open a lot, niche or crypt.
- 3.17 An employee of the Cemetery shall supervise each interment or disinterment.
- 3.18 Funeral processions shall follow the designated route at the time designated by Cemetery staff.
- 3.19 The Cemetery shall exercise all due care in making interments and disinterments, but shall not be responsible for any damage to any casket, urn, vault or other container.
- 3.20 Since first made available in 1850, there have been various sizes of burial lots and plots purchased and conveyed at Cataraqui Cemetery. Adult burial lots purchased on or before June 30, 2012, and conveyed on the certificate of interment rights can typically measure 30 inches by 120 inches or 36 inches x 120 inches, unless otherwise stated on the certificate of interment rights; and allow for up to eight (8) cremation interments or one (1) casket interment and 6 cremation interments on top, unless otherwise stated on the certificate of interment rights.
- 3.21 As a consequence of the increasing use of oversized caskets, urns and outer containers, the Cemetery shall not assume responsibility for the reduction of the number of interments that may be made in any lot plot or niche.
- 3.22 During an interment service, lowering of the casket fully into the grave while mourners are present shall be permitted only under special circumstances with advance notice to the Cemetery and the approval of the General Manager.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 3.23 The scattering of cremated human remains is not permitted within the Cemetery. Any earlier scatterings of cremated human remains shall be considered as non-recoverable and shall mean the option for disinterment is not possible.
- 3.24 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 FBCSA. Prior Notification of the Medical Officer of Health is not required in the case of cremated remains.
- 3.25 Fees pertaining to disinterment shall be prescribed in the Price List.
- 3.26 A funeral director, member of clergy or Medical Officer of Health in the presence of Cemetery Personnel shall be the only individuals permitted to view a disinterment.
- 3.27 No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Cemetery, confirming compliance with the FBCSA, 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 FBCSA.
- 3.28 The Board shall permit within the Cemetery only those activities and insignia in keeping with dignified ceremony.
- 3.29 The Cemetery 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 Cemetery 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 Cemetery shall obtain the approval of the Medical Officer of Health and consent of the Interment Rights Holder.

SECTION 4 - CARE OF LOTS AND EMBELLISHMENTS

- 4.1 Lots, Structures, Gardens and Trees for which Interment Rights have been purchased and conveyed shall be maintained by the Cemetery.
- 4.2 As set out in the FBCSA, the Cemetery may charge Interment Rights Holders, at a rate approved by the Registrar, for the care and maintenance of lots and markers that were sold before 1955, if there were no trust funds collected for that purpose.
- 4.3 The Cemetery shall not be responsible for the loss of, or damage to any articles or personal items left upon a lot, marker, structure, garden or tree etc.
- 4.4 Borders, fences, railings, walls, and cut stone copings in or around lots are not permitted. Should those that were previously erected become dangerous or in a state of disrepair, the Cemetery may order the removal of said enclosures ninety days after giving notice to the Interment Rights Holder's, in writing to the last address as appearing in Cemetery records. The Interment Rights Holder will be responsible for all costs.
- 4.5 Nails, wires, wooden crosses, articles of glass, pottery, ceramics, fuel burning lamps or any other objects which, if neglected or broken have the potential to create a health and safety hazard to workers or visitors or property, shall not be permitted and will be removed without notice unless written permission has been given by management.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 4.6 Shepherd's hooks and other articles which are detrimental to the cemetery's maintenance obligations or which constitute a health and safety hazard to machinery, employees or visitors, or which are unsightly or do not conform with the natural beauty of the Cemetery, shall be removed without notice. After 30 days these items shall be discarded.
- 4.7 Work done upon a lot, structure, garden or tree for which interment rights have been purchased and conveyed shall be with the permission of the General Manager.
- 4.8 Implements or materials used within the Cemetery shall be removed without delay by those responsible and, if this is not done, the General Manager may order the removal of same at the expense of those responsible.
- 4.9 The grading of a lot, plot, garden, tree open around any structure shall not be altered without authorization of the General Manager and, in the case of any such change, the Cemetery may restore the altered area to its original grade at the expense of those responsible for the change.
- 4.10 Lanterns and solar lights are permitted only on the lots or plots for which interment rights have been purchased and conveyed to the assigned interment rights holder, provided that they are placed within an approved bordered garden. At the discretion of the General Manager, if these lanterns no longer operate or become unsightly (broken) or were not properly placed, they will be removed without notice.
- 4.11 Articles, mementos and personal items are not to be placed on flat markers, unmarked graves or cremation lots (including gardens and trees), between May 1st and October 31st. These create an obstruction maintenance obligations. If accidentally struck by mowers, they have the potential to become projectiles thus creating a health and safety hazard to visitors, cemetery staff and nearby markers.
- 4.12 Any article, memento, embellishment or personal item that is considered offensive, unsightly, undesirable, broken, poses a nuisance to maintenance or is a safety hazard to visitors and cemetery staff shall be removed by staff.
- 4.13 Attachments, ornaments or embellishments placed on trees or any structures, including but not limited to columbaria, mausoleums, niche panels or crypt panels, shall not be permitted and will be removed by staff.
- 4.14 Trees, shrubs, flowers or other plantings may be cultivated on lots. Plantings are subject to the approval of the General Manager. Consideration shall be given only to those varieties that: contribute to the enhancement of the cemetery; are in keeping with the general plan of the grounds; do not become overgrown as to obstruct or damage monuments or foundations; and do not add to or interfere with the Cemetery's maintenance obligations.
- 4.15 Trees, shrubs, flowers or other plantings on a lot which have become, by means of their roots, branches or in any other way, detrimental to adjacent markers, 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 Cemetery at the Interment Rights Holder's expense.
- 4.16 Trees, shrubs, flowers or other planting around a structure, tree or garden shall be restricted to those approved, provided and planted at the discretion of the Cemetery.
- 4.17 The Cemetery does not permit open candles, incense, or any other flammable items on graves, markers or monuments without written approval by management.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 4.18 Memorial wreaths and artificial flower arrangements shall be permitted only from November 1 to April 30 inclusive as they interfere the Cemetery's maintenance obligations and cause health and safety risks to visitors and staff during the growing season (May 1st to October 31st).
- 4.19 In keeping with the Cemetery's legacy as a Historic Rural (Garden) Cemetery, the Cemetery encourages families to plant and maintain flowerbeds, where permitted on Standard Adult Burials Lots that are at least 30" x 120" or Infant Burial Lots. Flowerbeds shall only be planted on the front side of the base stone of an upright marker. The length of the flowerbed shall not exceed the length of the base stone. The width of the flowerbed shall not exceed 16 inches.
- 4.20 Freshly cut flowers are the only form of embellishment permitted on the various types of cremation lots and flat markers.
- 4.21 The planting of trees, shrubs, flowers or other plantings on Tree Programs, Garden Programs Gardens and the Gardens of Nicaea Pathway shall be restricted to those plantings provided exclusively by the Cemetery.

SECTION 5 - GENERAL INFORMATION ABOUT MARKERS AND INSCRIPTIONS

- 5.1 Should any marker or structure become unsightly, or present a risk to public health and safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary to remove the risk and preserve the dignity of the Cemetery, including repairing, resetting or laying down the marker or structure. The Cemetery shall only use reversible processes to preserve and stabilize a marker.
- 5.2 The Cemetery shall notify the Interment Rights Holder, where possible in writing to the address on Cemetery record, when a marker or structure on the lot or plot of the Interment Rights Holder is to be repaired, reset or laid down.
- 5.3 The Cemetery 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, or marker attachments/embellishments except where such damage or loss is due to its own negligence.
- 5.4 The Cemetery, in the performance of its year round interment and maintenance obligations may, from time to time, temporarily remove and then reset any marker or structure that it deems to be an obstruction or is at risk of damage.
- 5.5 Minor scraping of the base stone due to the maintenance operations (grass mowing, trimming etc...) shall be considered by the Cemetery to be normal wear.
- 5.6 The Interment Rights Holder or the purchaser of any marker must enter into a Sales Contract with the Cemetery and provide such information as may be required by the Cemetery for the completion, as required, of a sales contract or an application for foundations, setting or alterations. Those ordering the installation of a foundation or the setting of any marker or private structure shall be held responsible for the charges incurred.
- 5.7 Only the Cemetery, at the expense of the purchaser, shall install, remove or reset markers or foundations that are set in the ground.
- 5.8 Markers, foundations, and private structures may be installed or erected only if its design, dimensions, plans, and the specifications relative to the material, construction, proposed location and all attachments or sculptures are submitted and approved by the Cemetery. The required information shall be completed and submitted for the Cemetery's consideration as per the Cemetery's applications for foundations and setting as well as the terms and conditions stipulated on the applications.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 5.9 A marker of exceptional design or a free standing cross that is proposed to exceed the marker specifications as established in Section 6 of this by-law, may be permitted should the design, plan and specifications relative to the material, construction and the proposed location receive the prior approval of the Board.
- 5.10 Fees pertaining to the setting of markers or the installation of foundations or other private structures shall be prescribed in the Price List.
- 5.11 Interment Right Holders intending to install any marker, foundation or private structure on a lot for which the interment rights relate shall pay to the Cemetery the appropriate amount for the Care and Maintenance Fund, as prescribed by the FBCSA.
- 5.12 No marker, of any kind, shall be replaced, moved, altered or removed without completing and submitting for the Cemetery's consideration the Cemetery's applications for foundations, settings, alterations and inscriptions as well as the terms and conditions stipulated on the applications.
- 5.13 No marker of any kind shall be placed in or upon a lot or plot until all accrued charges for or against the interment rights have been paid in full.
- 5.14 Markers shall be delivered to the Cemetery only after all fees have been paid and any foundation work is completed.
- 5.15 The delivery of markers and onsite inscription work shall be within the business hours of the Cemetery office.
- 5.16 The delivery and storage of flat markers at the cemetery during the winter months is not permitted.
- 5.17 Permission from the Cemetery is required for an inscription. The information required for the Cemetery's consideration shall be completed and submitted as per the Cemetery's application for altering or inscribing and marker will be completed and include an acknowledgement or permission from the applicable Interment Rights Holder. Approval for inscription will only be given for applications that satisfy the considerations of management.
- 5.18 All marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery.
- 5.19 Specifications for inscriptions to be placed on the surface of an exterior structure, such as a niche or crypt panel, shall be given to the Interment Rights Holder at the time of Interment Rights purchase.

SECTION 6 - MARKER SPECIFICATIONS (SIZES, LIMITS and PLACEMENT)

- 6.1 The Cemetery shall reserve the right to determine the size and placement of markers on each lot or plot.
- 6.2 No more than one (1) upright marker shall be permitted on any lot.
- 6.3 Upright markers shall be placed at the head of the lot or plot, as approved by the Cemetery.
- 6.4 Only if the same Interment Rights Holder holds the Interment Rights for end to end adjoining lots, will inscriptions be permitted on both sides of the upright marker.
- 6.5 The die stone(s) and base stone(s) of an upright marker shall be constructed of granite.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 6.6 Upright markers to be placed at the head of a **single Infant Lot** shall not exceed a total height of 24 inches. The base stone shall not exceed a length of 18 inches nor width of 10 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 16 inches nor a thickness of 6 inches.
- 6.7 Upright markers to be placed at the head of a **single 30 inch wide Standard Adults Burial Lot** shall not exceed a total height of 40 inches. The base stone shall not exceed a length of 24 inches nor a width of 14 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 22 inches nor a thickness of 10 inches.
- 6.8 Upright markers to be placed at the head of a **single 36 inch wide Standard Adults Burial Lot** shall not exceed a total height of 40 inches. The base stone shall not exceed a length of 30 inches nor a width of 14 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 28 inches nor a thickness of 10 inches. Exception - A marker placed on a Military Lot in Section Old G or in an Assisted Burial Lot, in Section B, each have their own marker regulations.
- 6.9 Upright markers to be placed at the head of a **single 42 inch wide Standard Adults Burial Lot** shall not exceed a total height of 40 inches. The base stone shall not exceed a length of 36 inches nor a width of 14 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 32 inches nor a thickness of 10 inches.
- 6.10 Upright markers to be placed at the head and center width of a **plot containing two (2) or more Standard Adult Burial Lots** shall not exceed 54 inches in total height.
- 6.11 The **base stone** to be placed on a **plot containing two (2) Standard Adult Burial Lots, each lot measuring 36 inches x 120 inches** shall not exceed a length of 64 inches nor width of 16 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 58 inches nor a thickness of 10 inches.
- 6.12 The **base stone** to be placed on a **plot containing three (3) or more Standard Adult Burial Lots, each lot measuring 36 inches x 120 inches** shall not exceed a length of 72 inches nor a width of 16 inches and shall not be less than 6 inches in height. The die stone shall not exceed a length of 68 inches nor a thickness of 10 inches.
- 6.13 The bottom of any base stone or any marker placed on a foundation shall be smooth sawn.
- 6.14 Upright markers shall have no uncovered vertical joints.
- 6.15 A foundation shall be installed in the designated space and to the specified dimensions. If an incorrect space or dimensions have been given on the *Application for Foundations and Setting* form, the foundation shall be removed or rebuilt by the Cemetery at the expense of the Interment Rights Holder.
- 6.16 A foundation for an upright marker that is intended for a **Standard Adult Burial Lot** and for a **Pathway of Gardens of Nicaea Lot** shall be a minimum of four (4) feet in depth. Foundations for markers in all other sections shall be set at the direction of the Cemetery.
- 6.17 The official marker for a Canadian or Allied Veteran or for a Commonwealth War Interment shall not be altered or moved without the agreement of DND, DVA, the Commonwealth War Graves Commission or such authority as prescribed by statute.
- 6.18 Upright military style markers in the Cemetery's Military Section in Section old G, must conform to the size and material set out by DND, DVA, Commonwealth War Graves Commission and the Cemetery. Only the individual interred may be memorialized.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 6.19 Flat markers or footstones of granite or bronze on granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per size of the lot or plot.
- 6.20 All flat markers, footstones or corner markers, shall be set flush with the ground unless otherwise specified on the certificate of interment rights.
- 6.21 No more than two (2) flat markers (not including corner posts) shall be placed within a **Standard Adult Burial Lot**, in the area specifically below the headstone row established by the Cemetery
- 6.22 The maximum dimensions of a flat marker shall be as follows:
- Infant lot:** marker to be placed at the head of lot 18 inches by 10 inches;
 - Standard Adult Burial lot:** marker to be placed at the head of the lot, 30 inches by 18 inches;
 - Standard Adults Burial lot:** marker to be placed other than at the head of lot, 24 inches by 14 inches; and
 - Standard Adults Burial Plot containing two or more lots:** marker to be placed other than at the head of lots, 48 inches by 18 inches.
- 6.23 A flat marker to be placed on a cremation lot in **Section New A** shall measure 20 inches by 12 inches and memorialize only the individual interred.
- 6.24 A flat marker to be placed on a cremation lot in **Section New C** shall measure 20 inches by 12 inches and memorialize only the individual interred.
- 6.25 A flat marker to be placed on a cremation lot in **Section Ext. New A** shall measure 20 inches by 16 inches and memorialize one or two individuals.
- 6.26 A flat marker installed in the **Military Section**, shall measure 20 inches by 12 inches and be Stanstead grey granite with a steeled finish and memorialize only the person interred. Only one (1) flat marker is permitted per Military Lot.
- 6.27 The dimensions, placement and style of a marker placed in conjunction with a **Cremation Garden** or **Tree Program** shall be detailed on the Certificate of Interment Rights.
- 6.28 The minimum thickness for flat granite markers and for the base of flat bronze marker shall be 4 inches.
- 6.29 Cornerstones shall be made of granite and shall not exceed 8 inches by 8 inches with a minimum thickness of 4 inches.
- 6.30 A Standard burial lot/plot with one (1) or two (2) graves, shall be permitted two (2) cornerstones, set at the corners of the foot of the lot or plot, which will indicate the width of the lot or plot. Cornerstones are not permitted on Military Lots in Section old G or Assisted Burial Lots in Section B.
- 6.31 A Standard burial plot containing three (3) or more graves shall be permitted four (4) cornerstones, to be set at each of the four (4) corners of the plot, which will indicate the length and width of the plot.
- 6.32 An Assisted Burial Lot in Section B, allows for one (1) granite pillow style marker placed in the headstone row and shall memorialize only the person interred. The pillow style marker shall be 20 inches in length by 10 inches in width with a slope measuring 6 inches/4 inches. The pillow style marker shall include a base stone that is 24 inches in length by twelve (12) inches in width and 6 inches thick with rough cut sides.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

SECTION 7 - CONTRACTORS

- 7.1 All Contractors shall abide by the Cemetery's by-laws.
- 7.2 No work shall commence or be in progress if a burial or service is taking place in the area. Contractors shall call ahead to the Cemetery Office, with sufficient notice, to co-ordinate the scheduling of work. Contractors shall sign in at the Cemetery office during office hours before proceeding to the work site(s).
- 7.3 All Contractors, shall comply with all applicable legislation including without limitation (Workers Compensation, Occupational Health and Safety and Environmental Protection) and shall maintain sufficient general liability insurance. The Cemetery shall be kept up to date with current WSIB coverage (or exemption) and general liability insurance.
- 7.4 The demeanor of Contractor or their employees who perform work within or upon the Cemetery property as well as their implements, materials or their performance of any work shall be subject to the control of the General Manager or his/her designate.
- 7.5 Contractors and installers shall lay planking on the lots and paths over which heavy materials are to be moved in order to protect the ground surface from damage.
- 7.6 Contractors may only be permitted to work within the cemetery between 8:00 a.m. and 5:00 p.m. on days that the Cemetery Office is open, unless special permission is given by the General Manager.
- 7.7 The Cemetery shall not be held responsible in any way for injury which should befall any Contractor or their employees while performing their duties on Cemetery property.
- 7.8 Heavy loads that require special equipment shall be permitted within the Cemetery only with the permission of the General Manager. If permitted, the Contractor will be responsible for any maintenance required to restore the Cemetery property if damage is done.

SECTION 8 – VISITOR CONDUCT and CEMETERY HOURS

- 8.1 Visitors shall be welcome at the Cemetery from sunrise to sunset. They are asked to remember the respect due to those interred within.
- 8.2 Visitors shall abide by the Cemetery's by-laws.
- 8.3 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.
- 8.4 The General Manager and Cemetery staff are required to preserve order and decorum in the Cemetery and are empowered to act within their means to preserve the order.
- 8.5 Cemetery Office shall open from at least 8:30 a.m. to 5:00 p.m. Monday to Friday (Excluding Company and Statutory Holidays).
- 8.6 Complaints or concerns by visitors or Interment Rights Holders shall be directed to the Cemetery Office. Grounds workers, third party funeral homes, suppliers or other stakeholders are not in a position to effectively and appropriately comment, receive or resolve complaints.
- 8.7 Pets shall not be permitted on the Cemetery grounds.

By-Law No. 2

A By-Law for the Proper Operation and Maintenance of the Cataraqui Cemetery

- 8.8 Parades, assemblies, memorial services or funeral processions may only be permitted on the Cemetery grounds with prior approval and scheduling of the Cemetery.
- 8.9 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. Only Cemetery and authorized vehicles are permitted on the grass.
- 8.10 All-terrain vehicles, snowmobiles and similar vehicles shall not be permitted on Cemetery grounds.
- 8.11 Bicycles are permitted when operated in a safe and proper manner and shall not leave the avenues.
- 8.12 The discharge of firearms, except at interment services for which permission has been granted by the Cemetery, shall be prohibited on the Cemetery grounds.
- 8.13 Rubbish shall not be left on the Cemetery grounds.
- 8.14 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 the Cemetery is liable to the Cemetery and to the Interment Rights Holder whose property, as a result, incurs damage.
- 8.15 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.

NOTES: