

Ste. Anne
Cemetery
By-Laws

Revised as of July 2023

CEMETERY BY-LAWS for Ste. Anne Cemetery
Operated by the
Ste. Anne Church, 12233 Tecumseh Road East, Tecumseh, ON N8N 1M3;
The Roman Catholic Episcopal Corporation of the Diocese of London,
Cemetery Operator License # 3267677 Phone: 519-735-2182 X 248
steannescemetery@dol.ca Site # 0748

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INTRODUCTION

Ste. Anne Cemetery (hereinafter referred to as "Cemetery") and Ste. Anne Church is owned and operated by The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario. The Cemetery location is:

1500 Lesperance Road (east), at County Road 22/E.C. Row Expressway (south), at St. Anne Street (west), at Renaud Street (north), in Tecumseh, Ontario.

All correspondence shall be directed to:

Ste. Anne Church, 12233 Tecumseh Road East, Tecumseh, ON. N8N 1M3

This booklet contains the By-laws of the Cemetery, which have been approved by the Cemetery Board and the Bereavement Authority of Ontario.

These By-laws reflect best practices and accepted standards in the Bereavement sector and have been developed based on experience. The By-laws govern all matters pertaining to the operation of the Cemetery.

By-law compliance ensures the safety of the Cemetery attendees, all visitors, staff and for the maintenance of proper cemetery operations.

In addition to the By-laws, the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and General Ontario Regulation 30/11, and

Care and Maintenance Exemptions and Miscellaneous Charges (O. Reg. 184/12), and Code of Ethics, (O.Reg. 216/18), and

Safety and Consumer Statutes Administration Act (1996), and Discipline and Appeal Committees Regulation, (O. Reg.374/18), and all other Provincial, Municipal or other legal regulations shall be adhered to by the Cemetery staff and all visitors.

**** The By-laws may at any time be changed, amended, altered, repealed, rescinded, or added up to, upon receiving the required approvals if necessary.**

The Cemetery is a sacred place blessed by the Church and shall always be operated in a manner that is consistent with the Roman Catholic faith, teachings, and beliefs.

As such, separating cremated remains and/or the scattering of cremated remains is not permitted.

GLOSSARY OF TERMS:

Burial: The word "Burial" may be used throughout this By-law as a general word for Interments, Entombments, and Inurnments.

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: A trust fund that helps ensure the long-term upkeep of the cemetery. It is a requirement under Provincial legislation, that a percentage of the price of all Interment Rights (purchases), and the prescribed amount payable on the installation of Monuments and Markers is contributed into an irrevocable trust fund called the Care and Maintenance Fund. Annual interest on the income from the Care and Maintenance Fund is permitted to be used to provide general care and maintenance of the Cemetery.

Certificate of Interment Rights: A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership.

Columbarium: A structure containing individual compartments or niches for the placement of cremated human remains in a metal urn.

Crypt: An individual compartment in a Mausoleum for the placement of casketed human remains.

Disbursements: Payments made by a funeral professional or a person who operates a funeral establishment on behalf of a purchaser of funeral services or supplies or both.

Disinterment: The removal of human remains, including cremated human remains, from a closed or sealed gravesite, crypt or niche.

Entombment: The opening and closing of a crypt for human remains.

FBCSA: The Funeral, Burial and Cremation Services Act, 2002, as may be amended from time to time; is the legislation guiding funeral and cemetery services.

Gravesite or Grave: A place for the burial of human remains, typically dug in the ground and marked by a stone or other permitted marker. Any Interment Right (burial or cremation) which permits a marker to be set flush and level with the ground in the Marker Space; or which permits the erection of a monument in the Monument Space, as defined in the Interment Rights Certificate.

Interment: The burial of human remains, including the placement of human remains in a lot (grave, or niche).

Interment Rights: The right to require or direct the interment of human remains in a lot.

Interment Rights Holder: As determined by the Cemetery, a person, firm, or corporation holding the right to direct the Burial (or Disinterment) of human remains, cremated human remains, and associated memorialization in an Interment Right.

Inurnment: The opening and closing of a Niche for cremated human remains.

Lot: An area of land (a grave) in a cemetery containing (or set aside to contain) interred human remains and could include a tomb or crypt (or other compartment) in a mausoleum; a niche (or compartment) in a columbarium; or any other similar facility or receptacle.

Marker: A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space of a Gravesite. The Marker is the property of the Interment Rights Holder.

Marker Space: Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the marker.

Mausoleum: A structure or building containing individual compartments - (crypts) for the placement of human remains.

Memorials: All Markers or Monuments, Mausoleum Crypt fronts or Columbarium Niche fronts, and any other form, used to inscribe the names of individuals interred, entombed, or inurned with the Cemetery.

Monument: An upright (above-ground) memorial, constructed of granite and set on a concrete Monument foundation to provide stability and protection for the Monument Die.

Monument Space: Unless otherwise specified on the Interment Rights Certificate, that portion of the Gravesite(s) designated to contain the Monument.

Niche: An individual compartment in the Columbarium for the inurnment (Interment) of cremated human remains in a metal urn.

Purchaser: The individual(s) purchasing the Interment Rights, products, or services. The Purchaser does not hold or maintain the right to direct burials, a disinterment, nor the memorialization unless registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

1. **GENERAL PROVISIONS:**

1.1 **Hours of Operation:** Please call the Cemetery Office at Ste. Anne's Church to make an appointment to arrange for a funeral interment, purchase a space, or for other inquiries: 519-735-2182 X 248.

Cemetery Grounds Visitation Hours: Interment Right Holder(s) and the general public can visit the Cemetery grounds during daylight hours.

Service Hours: Burials or inurnments will be carried out between the hours of 9:00 a.m. to 3:00 p.m. Monday through Friday. Additional service charges will apply for Saturday interments, as well as all burials arriving at the Cemetery after 3:00 p.m. No interment services will take place on a Sunday or any legal holiday.

1.2 **Private Property:** All Cemeteries are privately owned lands. Interment Rights Holder(s) and visitors may enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one shall damage, destroy, remove or deface any property in or belonging to the Cemetery.
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 15 km/hr. At no time shall vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles. Please follow the directional arrows.
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behavior, or attire disturbs the decorum of the Cemetery, or who violates these By-laws, may be required to leave the Cemetery grounds.
- **Special Events:** Special Events are only permitted with the prior approval of Cemetery management.
- **Soliciting:** Canvassing, soliciting, advertising, or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealers, or quarry's name, insignia, or trademark in any form.
- **Photographing, Filming, or Video Taping:** Photographing, filming, or videotaping of any part of the Cemetery may only take place with the prior approval of the Cemetery management and the persons being photographed.
- **Roller Blades and Skateboarding:** The use of rollerblades and skateboards is strictly prohibited within the Cemetery; .
- **Balloons:** all balloons will be removed one day after installation as these pose a hazard to the environment.

1.3 **Liability for Loss or Damage:** The Cemetery assumes no liability or responsibility for the loss of or damage to, any Gravesite, Mausoleum Crypt, Columbarium Niche, Monument, Marker, or article that may be placed on an Interment Right save and except as noted below:

The Cemetery only assumes liability if, during the course of performing routine cemetery operations, the Cemetery or its employees should cause damage to any Gravesite, Mausoleum Crypt, Columbarium Niche, Monument, or Marker. The liability shall be limited to the extent of the physical damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

The Cemetery is not responsible for loss or damage for any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially for damage by an Act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents or any cause similar or dissimilar beyond the control of the Cemetery whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repair monuments or memorials, in any section, including Gravesites, Crypts, or Niches, the Cemetery may give a 90-day written notice of the necessity for such repair to the Interment Rights Holder on record. The notice shall be given by registered mail addressed to the Interment Rights Holder of record at his/her address stated on the records of the Cemetery.

- 1.4 **Public Access to Information:** The Cemetery is committed to protecting the privacy of its Interment Rights Holders. We collect, use and disclose personal information as required by governing federal and provincial legislation only. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.
 - Provincial legislation requires all Ontario cemeteries to maintain a public register and that it is available to law enforcement, as may be required.
- 1.5 **Notice of Change of Address:** Each Interment Rights Holder shall notify the Cemetery of any change of his/her address. Notices sent to the Interment Rights Holder at the last address according to the Cemetery's record shall be deemed to have been received by him/her when in the ordinary course of postal mail, it would have reached him/her at the address in the Cemetery's records.
- 1.6 **Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. A public notice indicating pending changes will be posted at the entrance to the Cemetery and placed in a local newspaper. All changes to the By-laws are subject to the approval of the Bereavement Authority of Ontario.
- 1.7 **Right to Re-Survey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Provincial legislation in effect at the time:

- To re-survey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drainage and cisterns, irrigation systems, or for any other cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas;
- No easement or right of interment is granted to any Interment Rights Holder on any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

1.8: **Supporting Documentation:** Where the person(s) to exercise or deal with Interment Rights is/are not the person(s) to produce at his/her sole expense, such documentation as the Cemetery may require to establish the legal right of such person(s) to exercise or to deal with the Interment Rights.

2. PURCHASES, SALES AND TRANSFERS:

2.1 **Contracts:** All Purchases of Interment Rights must sign a contract with the Cemetery prior to the delivery of service. Terms and conditions of sale are detailed in the contract.

2.2 (a) Cancellation of Interment Rights:

Cancellation within 30-day Cooling-off period: Provided a Burial has not taken place, a Purchaser has the right to cancel an Interment Rights Contract within 30 days of signing the Interment Rights Contract by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the Purchaser within 30 days from receipt of the written notice.

2.2 (b) Cancellation after a 30-day cooling-off period:

Provided a Burial has not taken place, upon receiving written notice from the Purchaser of the Interment Rights, the Cemetery will cancel the contract and issue a refund to the Purchaser for the amount paid for the Interment Rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within 30 days from receipt of the written notice. If the Interment Rights certificate has been issued to the Interment Rights Holder, the Certificate must be returned to the Cemetery along with the written notice of cancellation before the refund is made.

2.3 **Ownership of Interment Rights:** Ownership of all cemetery lands always remains vested with The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario.

INTERMENT RIGHTS HOLDERS ACQUIRE ONLY THE RIGHT TO DIRECTS THE BURIAL OR DISINTERMENT OF HUMAN REMAINS, CREMATED HUMAN REMAINS, AND ASSOCIATED MEMORIALIZATION IN AN INTERMENT RIGHT SUBJECT TO THE BY-LAWS.

Ownership of Interment Rights does not transfer from the Cemetery until all monies due under the Interment Rights Contract are paid at which time the Interment Rights Certificate will be issued.

2.4 **Care and Maintenance Fund:** As required by sections 166 and 168 of Regulation 30/11 under the FSCSA, a portion of the purchase price of all Interment Rights, and a prescribed amount of Monuments and Markers must be paid by the Cemetery into the Care and Maintenance Fund. Income from the fund is used to provide general care and maintenance of the Cemetery. Payments to the Care and Maintenance Fund are not refundable except when Interment Rights are canceled within the 30 day Cooling-off period (see above).

2.5 **Private Re-sale or Transfer of Interment Rights after 30-day Cooling-off Period:**

- **ALL RE-SALES OR TRANSFERS OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY IN ACCORDANCE WITH THE FBCSA AND THE CEMETERY BY-LAWS.**
- The Interment Rights Holder is permitted to sell or transfer their Interment Rights to another person, firm, or corporation, subject to the rules and regulations in the FBCSA and in the By-laws.
- The Cemetery is not required to re-purchase unused Interment Rights.
- The selling price cannot exceed the current amounts as listed in the Cemetery price list.
- The Sale or Transfer is not complete and is not recognized by the Cemetery until the Sale and Transfer Endorsement Form has been duly executed by the transferor, transferee, and Cemetery and any balance outstanding on an account has been paid in full.
- Sales and transfers shall be subject to applicable administrative fees as noted in the Cemetery price list.

2.6 **Endorsement of Sale or Transfer**

- The original Interment Rights Certificate must be returned to the Cemetery.
- If the original Interment Rights Certificate cannot be produced, the Cemetery must verify ownership of the Interment Rights.
- Acceptable photo identification and proof of ownership of the Interment Rights must be presented with the return of the original Interment Rights Certificate.
- Once the Sale and Transfer Endorsement Form is completed and all applicable fees and outstanding balances have been paid, a new Interment Rights Certificate will be issued to the transferee for those Rights being transferred and in the name of the Transferor for those Rights retained, within 14 days.

3. BURIALS:

3.1 Authorization, Information, and Documents Required for a Burial.

- **(a) Written Permission of Interment Rights Holder:** Interment Rights Holder(s) must visit the Cemetery office and provide written direction and authorization prior to a Burial taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the legal representative (next of kin). Telephone, facsimile or e-mail orders for Burials are not permitted.

- **(b) Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office before a Burial may take place. A Certificate of Cremation must be submitted to the cemetery office before an inurnment or interment of cremated remains may take place.

- **(c) Information Required:** For each Burial of human remains, a written statement providing such information as may be required by the Cemetery must be submitted to the Cemetery office so that an accurate register may be kept in accordance with provincial legislation. The Cemetery will require a copy of the deceased's Will as well as Proof of Identification for all legal representative(s).

- **(d) Payment:** Terms are cash, cheque or bank draft prior to use of the Interment Rights; at the time of signing the contract.

- **(e) Interment Rights Certificate:** is issued to the Interment Rights Holder(s) when payment in full is made on the purchase of a grave or niche.

- **(f) Authorization of Social Services Agency:** Approval instructions from a social services administrator must be received at the Cemetery office before an Interment or Inurnment (assisted by the Social Services Agency) may take place.

3.2 Notice Required: The Cemetery office shall be given at least 48 hours of notice for each Interment or Inurnment.

3.3 Opening and Closing Interment Rights: Gravesites shall be opened and closed only by the Cemetery. Only equipment owned, leased or contracted by the Cemetery shall be used in performing interments. Contractors shall adhere to all Health and Safety practices as endorsed by the Ministry of Labour.

To ensure safe conditions are always maintained, families wishing to witness the closing of a Gravesite shall remain a minimum of 20 feet from the open gravesite, or as directed by the Cemetery Manager.

Every effort will be made to complete a Burial on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary setup, and the Burial shall be completed as soon as possible at a later time.

The Cemetery retains the right of passage over every Gravesite so that the cemetery operations may be performed effectively.

The Cemetery retains the right to temporarily relocate a monument or marker so that cemetery operations involving the opening and closing of a Gravesite may be performed.

The opening of a Gravesite for Interment may necessitate the temporary mounding of earth on adjacent Gravesites. The Cemetery reserves the right to determine the location of the temporary mound and will make reasonable efforts to restore adjacent Gravesites to their original condition as soon as possible following the closing of the Gravesite.

Funeral flowers, delivered to the Cemetery at the time of Interment, will remain on the Gravesite until the flowers become unsightly and will be removed at any time thereafter and disposed of by the Cemetery.

3.4 Number of Interments in a Single Adult Gravesite: A maximum of one interment will be allowed in any single adult gravesite unless otherwise specified on the document for the purchase of the Interment Rights. In addition:

- Cremated remains of up to four persons may be interred on a single adult gravesite of which a casket containing human remains has (or will be) buried; or:
- A maximum of four interments of cremated remains may be allowed in a single adult gravesite with no casket burial planned.

No double depth interments are permitted in the Ste. Anne Cemetery.

3.5 Closed Caskets: Human remains must be delivered to the Cemetery for Burial in a closed casket. Under no circumstances may an employee of the Cemetery open or close a casket.

In the case of cremated remains, these must be delivered to the Cemetery for burial or inurnment in a closed and sealed metal cremation urn, otherwise an urn vault is required (for burial). The acceptable material for an urn should be bronze for the interment of cremated remains. If a bronze urn(s) is not purchased through the Cemetery, the urn must be approved by the Cemetery Manager prior to the interment taking place.

3.6 **Outer Containers (Vaults):** Caskets should be interred in a proper container (vault) for all interments of human remains. The acceptable material for a container (vault) should be concrete for adult interments. All infant/child interments must be in a sealed container (vault).

3.7 **Scattering/co-mingling/separating of Cremated Remains:** these actions are not permitted, as per Catholic decree.

3.8 **Contagious Diseases:** As per the FBCSA, the Cemetery shall be notified of a death that resulted from a contagious disease, prior to arrangements being made.

In the event that a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices.

The Cemetery may designate the hour and way such burials may be made.

The human remains of a person who has died from a contagious disease may be disinterred only with the consent of the Medical Officer of Health (or designate). Ste. Anne Cemetery does not have temporary storage facilities.

3.9 **Pets or Other Animals:** Only human remains shall be interred or inurned in this Cemetery.

4. DISINTERMENTS:

4.1 **Requirements for Disinterment of Caskets, Containers (Vaults) or Cremated Remains:** All disinterments shall be completed in accordance with the FBCSA.

Written Permission of Interment Rights Holder: Human remains may be disinterred provided that the Interment Rights Holder(s) visits the Cemetery office and provides written direction and authorization prior to a Disinterment taking place. Should the Interment Rights Holder be the deceased, direction must be provided in writing by the legal representative. Telephone requests for Disinterments are not permitted.

An application must be made to, and approval received from the Medical Officer of Health (or designate in the Environmental Health Division) before a disinterment of casketed human remains may take place.

This application process is not required for the disinterment of cremated remains.

Disinterments may also be ordered by law enforcement through a Coroner without the consent of the Interment Rights Holder(s) and/or legal representative(s).

Information Required: For each disinterment an accurate register will be kept in accordance with the FBCSA. The Cemetery will require a copy of the deceased's Will as well as a Funeral Director's Proof of Death Certificate and proof of identification for all next of kin and/or legal representative(s).

Payment: All prescribed fees must be paid in advance

4.2 **Disinterments:** will be coordinated by the Cemetery and only staff hired by the Cemetery and equipment owned, leased or contracted by the Cemetery shall be used in the process. The Pastor of the Church shall be notified of all planned disinterments.

To ensure safe conditions are always maintained, family members wishing to witness the Disinterment shall remain a minimum of 30 feet from the opening in an area designated by the Cemetery Manager. The Cemetery reserves the right to disallow any witnessing of the Disinterment if it feels, at its sole discretion, that the physical or emotional health or safety of anyone present may be at risk.

If Interment Rights are sold back to the Cemetery, any Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be arranged for and paid for by the individual(s) authorizing the transfer.

4.3 **Scheduling of Disinterments:** will be completed on the day and time designated by the Cemetery Manager.

4.4 **Damage to Casket or Container (Vault) During Disinterments:** The Cemetery will not be responsible for damage to any casket or container (vault) occurring during the disinterment and the entire process may be stopped at the sole discretion of the Cemetery Manager. The cost of a new casket and/or vault will be the responsibility of the Interment Rights Holder who initially requested the disinterment.

The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Gravesite. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn/urn vault shall be required at the expense of the individual(s) authorizing the removal.

The Cemetery may require any casket, outer container (vault), cremation urn, or cremation outer container that has been removed in the disinterment to be removed from the Cemetery to be disposed of. These same products may have to be replaced with new ones due to possible damage. All costs shall be borne by the party authorizing the Disinterment. The original funeral home (or service provider) may have to meet with the authorized representative to complete

these transactions. Under no circumstances can a used casket be directed to a crematorium for disposal.

- 4.5 **Contagious Disease**: It is a legal requirement that the Cemetery be notified that a death is the result of contagious disease, prior to arrangements being made for the Disinterment.

If a contagious disease has been confirmed, the Cemetery reserves the right to adhere to recognized Health and Safety practices, in consultation with the Medical Officer of Health (or designate).

5. CORRECTION OF ERRORS:

- 5.1 **Correction of Errors**: The Cemetery may, to correct any error that may have been made by it either in making an Interment, Inurnment or Disinterment or in the description, transfer or granting of Interment Rights, either cancel such grant and substitute and grant in lieu thereof other Interment Rights of equal value and similar location, other Interment Rights of equal value and similar location as far as its reasonably possible and as may be selected by the Cemetery, or refund the money paid on account for the purchase of said Interment Rights.

In the event of any such error that may involve the Interment or disinterment of the remains of any persons or person in any Interment Right, the Cemetery with the permission of the local Medical Officer of Health and Interment Right owner, may remove and re-enter the remains in such other Interment Rights of equal value and similar location as may be substituted and granted in lieu thereof.

6. MEMORIALIZATION:

A. Flat Marker Memorials:

It is understood that there are memorials already in the cemetery installed many years ago that do not conform to these restrictions.

For any further memorials that may be installed that are larger or smaller, the Cemetery reserves the right to obtain a detailed drawing on the shape, size and type of bronze or granite in order to approve it prior to the installation.

There may be cause to install a memorial to match an existing memorial, if so, approval must be granted by the Cemetery Manager prior to manufacturing. The purpose of the pre-approval is to ensure long-term safety and sustainability.

For upright monuments, a special foundation, thicker die, and special fastening may be required. Industry best practices will be the guiding principle for these specially designed

monuments. Please note: only granite and bronze are allowed for any new installations, even if concrete or limestone markers or memorials are there presently.

Any memorials which are above ground are considered a monument and thus are subject to pay the prescribed fees as outlined in the FBCSA.

The Cemetery reserves the right to remove at its sole discretion any memorial or inscription which is not in keeping with the dignity, decorum and Catholic values of the Cemetery.

6.1 **Material and Finish Memorials:** All memorials shall be constructed of granite and/or bronze material unless otherwise approved. No concrete is to be used for foundations for monuments.

The minimum and maximum percentages of the several components of bronze shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Copper	85%	88%
Zinc	4.5%	6%
Tin	5%	6%
Lead	1.5%	5%
All other elements in total not to exceed		1%

6.2 **Unstable Memorials:** Should any memorial present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or any other remedy so as to remove the risk.

6.3 **Removal of Memorials:** Markers, Monuments, or Inscriptions purchased by anyone other than the Interment Rights Holder(s) may be removed by the Cemetery upon the written request of the Interment Rights Holder(s).

The Cemetery 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 a Catholic Cemetery.

6.4 **Memorials not Permitted:** The Cemetery does not permit any of the following:

- Corner markers;
- Ledgers or slabs (in front of a Marker or Monument) made of any material;
- After purchase installation of statuary, crosses or mementoes attached to the memorial;

6.5 **Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number markers, where required.

6.6 **Requirements to Place an Inscription on a Memorial:** The Cemetery requires a monument dealer to have the consent of the Interment Rights Holder(s) and an order form detailing the Inscription to be placed on the memorial prior to the placement of the Inscription. Only Inscriptions which, at the sole discretion of the Cemetery, are in keeping with the dignity and decorum of the Cemetery will be permitted.

6.7 **Inscription Rights on Memorial owned by the Cemetery:** Inscription rights vary according to location, design, and material. To ensure quality control, consistency, and integrity of design, Inscriptions on memorials owned by the Cemetery must be approved by the Cemetery.

6.8 **Installation of Memorials:** only an approved monument dealer may install markers, monument foundations and in ground bronze vases. All other items will be removed and disposed of.

B. Upright Monuments:

All Monuments must consist of (at minimum) a concrete foundation, a die, and a base.

6.9 **Approval of upright Monument Design:** A monument, or other structure shall be erected only after its design, dimensions, plans, and specifications relative to the material, construction, proposed location, and all attachments and sculptures are submitted to the an approved monument dealer and approved by the Cemetery Manager if necessary.

6.10 **Material and Finish of Monuments:** All monuments shall be constructed of granite and/or bronze material unless otherwise approved. No concrete is to be used except for foundations for monuments.

6.11 **Only One Monument to a Gravesite:** Only one monument shall be erected within the monument space on any single gravesite.. The only exception is for smaller memorials added to acknowledge the interment of a relative's cremated remains added to the plot.

6.12 **Monument Location:** Monuments shall be centered at the head of the gravesite in the designated monument space. Monuments shall be kept within the perimeter of designated monument space and shall not encroach on any other gravesite.

6.13 **Monument Foundations:** Concrete monument foundations are required to maintain the stability of all monuments and shall be installed in the designated monument space at the expense of the purchaser.

- 6.14 **Inscriptions on the Back of Monument Die:** The surname and a monument design are permitted on the back of the monument die facing an adjacent gravesite. Given names, dates of birth and death, epitaphs, etc. are also permitted. Interment Rights Holders must understand that, in some instances, the view of the inscription or design placed on the back of the monument could be blocked by the erection of a monument on an adjacent gravesite.
- 6.15 **Insets and Emblems:** Insets and emblems (exclusive of pictures and photos) made of bronze, granite, or stainless steel are permitted on monuments.
- 6.16 **Pictures, Etchings, and Photographs on Monuments:** The Cemetery requires the Monument Dealer to obtain written consent of the Interment Rights Holder(s) prior to the placement of any pictures, etchings, or photographs on monuments. Pictures, etchings, or photographs must be manufactured through an approved monument dealer and must be constructed of a permanent, weather-resistant material.

Pictures, etching, or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the pictures, etchings, or photographs on monuments should they become lost, faded, cracked, damaged, stolen or need to be removed.

- 6.17 **Pillow/Hickey Memorials:** These particular style memorials are allowed at our cemetery. Please consult with an approved monument dealer for specifics.
- 6.18 **Lanterns and Vases:** Bronze, granite, or stainless steel lanterns and vases that are attached to the Monument are considered permanent fixtures. Lanterns must be made of an unbreakable, heat-resistant glass or of a fire-resistant material, and must be installed with a minimum of separation of one (1) inch from the Monument Die.
- Any lantern or vase that is of a temporary design shall be removed if deemed hazardous or not tended too. These will be disposed of by cemetery staff without notice
- 6.19 **Bronze Markers and Granite Bases:** All Bronze Markers must be attached to a Granite Base using a minimum of four or more anchor lugs prior to installation. Granite bases must be no less than four (4) inches in thickness.

A vase may be incorporated into the marker; however, it must be of sufficient strength to protect the vase in an inverted position. The vase must be attached with a chain long enough to invert.

C. Flat Markers:

(a) **Granite Markers:** Granite Markers shall be four (4) inches in thickness. No white litho is allowed for the engraving as it does not survive the local weather conditions.

A vase may be incorporated into the marker, however it must be of sufficient strength to protect the vase when in an inverted position. The vase must be attached with a chain long enough to invert.

6.20 **Types of Markers:** The Cemetery may specify certain gravesites on which only bronze markers or granite markers may be installed.

6.21 **Setting and Location of Markers:** All markers shall be set flush with the ground. Markers shall be centered at the head of the gravesite in the designated marker space. Markers shall be kept within the perimeter of the designated marker space and shall not encroach on any other gravesite.

6.22 **Size of Markers:** The following total overall size of Markers (dimension of marker including base) shall apply:

<u>Size</u>	<u>Maximum Total Size</u>	<u>Minimum Total</u>
Single Adult Gravesite	40" wide x 28" high	20" wide x 10" high
Single Cremation Gravesite	24" wide x 14" high	20" wide x 10" high
Single Infant/Child Gravesite	24" wide x 14" high	16" wide x 8" high .

Only granite and bronze is allowed for any new installation even if concrete or limestone is there presently. The minimum and maximum sizes stated above apply.

6.23 **Additional Flat Marker:** Additional flat markers may be required to memorialize the burial of additional cremated remains on an adult site. The minimum size is required providing it fits in the designated area. The next markers will be installed next to the existing marker when possible.

6.24 **In-ground Permanent Vases:** In some cases, a marker was purchased and installed with a vase incorporated in the marker. For markers purchased without a vase, the Cemetery will allow a permanent vase on the site in the designated area. It must be a bronze material and be of sufficient strength to protect the vase in an inverted position. The vase must be attached with a chain long enough to invert. The base of the vase must be granite.

- 6.25 **Pictures, Etchings, and Photographs on Markers or Vases:** The Cemetery requires the approved monument dealer to have written consent of the Interment Rights Holder(s) prior to the placement of any pictures, etchings, or photographs on the marker or vases. Pictures, etchings, or photographs must be manufactured in a permanent, weather-resistant material. Pictures, etchings, or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notice.

The Cemetery does not accept any responsibility or liability for the pictures, etchings, or photographs on markers or vases should the pictures, etching or photographs become lost, faded, cracked, damaged, or need to be removed.

- 6.26 **Memorial Trees, Bushes or Benches:** No additional trees, bushes or benches will be permitted. Any such items that appear on or near gravesites, will be disposed of without notice.

7. CARE OF BURIAL RIGHTS:

7.1 **General:** Income from the Care and Maintenance portion of the Interment Rights purchase is trusted in a fund according to the FBCSA and is used to maintain, secure, and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-leveling and seeding of Gravesites.
- Maintenance of cemetery roads, utility systems.
- Maintenance of perimeter walls and fences.
- Maintenance of cemetery landscaping.
- Maintenance of mausoleum and columbarium;
- Repairs and upkeep of cemetery maintenance buildings and equipment.

To the extent that income from the Care and Maintenance fund permits, the Cemetery will stabilize, and secure markers and monuments within the Cemetery, however, with minimal equipment, staffing and expertise, it is strongly advised that the Interment Rights Holder engage an approved monument dealer to fulfill this task.

Cleaning of memorials, and other special services are deemed to be additional services not covered by the Care and Maintenance Fund, for which reasonable charges will be made to Interment Rights Holders. Complete information, estimates and approvals may be obtained from the Cemetery Manager.

Planting of trees, scrubs and bushes will be removed by the cemetery without notice as they are deemed to interfere with cemetery work.

7.2 Plantings and Care of Burial Rights: Maintenance of, pruning, fertilizing, watering, etc., of plants within 18" of the front of the headstone are allowed, however, these are the sole responsibility of the Interment Right Holder(s).

The Cemetery reserves the right to remove such plants and items that appear to be: non compliant, abandoned, extreme, neglected, unkept, diseased, overgrown, hiding the marker or monument or otherwise hazardous. Such plants and items will be disposed of without notice.

7.3 Hazardous Items: No items are permitted that could become a safety hazard to staff or visitors: such as glass, plastic, stones, small unsecured figurines or made of light metal material. These will all be removed by the Cemetery without notice. Garden hooks and solar lights will be removed and disposed of, without notice during the grass cutting season of April 1 - October 31.

7.4 Planting Restrictions: No trees, shrubs, of any kind are permitted on gravesites as sap, molds, roots, vermin and other related matter affect the integrity of the markers and memorials and inhibit access of equipment to other graves. These will be removed and disposed of without notice.

7.5 Borders, fences, Balloons etc: No borders, fencing, railing, walls, pots or ledgers are permitted. These will be removed and disposed of without notice. Balloons will be removed the day after they are installed (without notice) as they pose a threat to wildlife.

7.6 Grading of Lots and Cutting Sod: Only the Cemetery or contractors authorized by the Cemetery may cut or remove sod or soil or change the grading of a Gravesite or any surrounding area in the Cemetery.

8. ARTICLES PLACED ON INTERMENT RIGHTS:

8.1 General: The cemetery is committed to supporting a broad array of religious and ethnic preferences and works diligently to create a respectful and dignified resting place for the multicultural communities that we serve.

The Cemetery reserves the right to regulate the articles placed on Grave Sites that may be deemed to pose a threat to the safety of all Interment Rights Holders, visitors, employees, and that may prevent the Cemetery from performing general cemetery operations, or are not in

keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notice.

To assist Interment Rights Holder(s), the following is a sample of articles that are prohibited from being placed on gravesites within the Cemetery:

- Articles made of hazardous materials such as glass (vases, jars, bottles, etc), hanging baskets, ceramics (statuary), or corrosive metals.
- Loose stones or sharp objects.
- Trellises, garden hooks, decorative flags or arches.
- Chairs or benches.
- Any items hanging from trees.
- Balloons, ribbons and cards.

8.2 **Temporary Wooden or Metal Crosses:** are not permitted and will be removed by the one-year anniversary of the death, allowing for families whose heritage includes this practice.

8.3 **Candles, Incense, and Flammable Articles:** Lighted and unlit glass candles, incense, oil lamps, or other flammable articles are not permitted and will be removed without notice.

Any damage caused by candles, incense, oil lamps, or flammable articles etc.is the direct and total responsibility of the Interment Rights Holder(s). The Cemetery does not accept any liability in this regard.

The Cemetery will remove at its sole discretion any such articles and will dispose of each item without notice.

8.4 **Borders, Fences, and Walls:** In order to facilitate cemetery maintenance and operations, borders, curbs, coping, fences, railings, walls, ditches, hedges, or other articles are not permitted to define the perimeter of a Gravesite, and will be removed and disposed of by the Cemetery without notice.

8.5 **Fresh Flowers on Cemetery Grounds:** Only fresh flowers, placed in an approved plastic/bronze/metal flower vase in front of the memorial are permitted between April 1st to October 31st of each year. Fresh flowers and plants that have become unsightly and empty flower vases that cannot be turned down into the ground (into its receptacle) will be removed and disposed of by the Cemetery without notification. Bronze vases will be inverted after October 31.

8.6 Winter Wreaths and Solar Lights on Cemetery Grounds: Winter wreaths or grave blankets and solar lights are permitted only between November 1st and March 31st of each year. Winter wreaths must be properly secured on a metal stand.

In order to prepare the grounds for spring, winter wreath(s) and solar light(s), garden hooks etc. must be removed prior to March 31st. Wreaths and solar lights not removed by March 31st will be removed and disposed of by the Cemetery without notice.

8.7 Responsibility for Articles: Articles placed on gravesites, columbarium niches are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any article placed within the Cemetery.

Articles left on gravesites during the winter months are subject to deterioration and damage, and can impede cemetery operations. Interment Rights Holders must remove all articles and tokens of remembrance from the gravesite prior to the winter months.

9. DELIVERY OF MEMORIALS TO THE CEMETERY:

All contracts, inventory lists and prescribed fees are required to be received by the Cemetery prior to the acceptance of memorials or products.

It is the responsibility of the monument dealer or Interment Rights Holder(s) to verify with the Cemetery all memorialization dimensions, designs, plans and specifications relative to the material, construction and location prior to acceptance of the memorial(s).

Any memorial which is above ground is considered a marker or monument and pays the prescribed fees.

9.1 Markers: All Markers shall be delivered and installed by the approved Monument Dealer. Unless otherwise notified, markers will not be installed from November 1st through March 31st of each year, as weather does not permit their installation on the Gravesite.

No Markers shall be installed until all outstanding balances on interment services are paid in full.

No Markers shall be installed until the prescribed installation fee and Care and Maintenance fee are paid in full.

9.2 **Monuments:** The installation of all monuments shall be performed by an approved monument dealer on a completed concrete monument foundation.

No Monument shall be delivered to the Cemetery for Installation until the monument foundation has been constructed and the Interment Rights Holder(s) has been notified by the monument dealer.

No Monument shall be delivered to the Cemetery for Installation until all outstanding balances are paid in full.

No Monument shall be installed until the prescribed monument foundation fee and Care and Maintenance fee are paid in full.

The Cemetery requires the Monument Dealer to obtain the written consent of the Interment Rights Holder(s) prior to the placement of any pictures, etchings or photographs. Pictures, etchings or photographs must be manufactured in a permanent weather resistant material. Pictures, etchings, or photographs of a non-permanent material will be removed and disposed of by the Cemetery without notification.

The Cemetery does not accept any responsibility or liability for the pictures, etchings, or photographs should the pictures, etchings or photographs become lost, faded, cracked, damaged, or need to be removed.

10. NICHES & COLUMBARIUMS:

10.1 Number of Inurnments in a Niche at Ste. Anne Cemetery:

A maximum of two inurnments of cremated human remains (each in a metal urn) is permitted within a niche. Each niche in a columbarium at Ste. Anne Cemetery is a double niche.

10.2 **Payment:** Terms are cash, cheque or bank draft prior to the use of the Interment Rights. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment is made.

10.3 **Open and Close after Inurnment:** Only the Cemetery staff may open and close the niche for Inurnments. This applies to an inside sealer and the niche front.

10.4 **Witnessing an Inurnment:** The Inurnment of cremated remains (the committal service) may be witnessed by those present at the funeral service, however, the Cemetery

reserves the right to disallow any witnessing if it is felt the safety of anyone present would be at risk.

10.5 **Niche Inscriptions and Adornments of Memorials Owned by the Cemetery:** To ensure quality control, desired uniformity and standard workmanship, the Cemetery reserves the right to require the standardization of all inscriptions on all niche fronts or standardization on the installation of all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, porcelain, ceramic or photoplex pictures, bronze frames and bronze stands on marble or granite niche fronts. Any unauthorized adornment of emblems will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No persons other than employees of the company shall remove or alter niche fronts.

10.6 **Outdoor Niche Columbariums:** Outdoor Niche Columbariums have granite fronts. The Outdoor Niche Columbariums shall contain a maximum of two urn(s) made of metal.

Niche Plaque: These Columbariums are memorialized by a 12" wide x 12" high niche plaque. All niche plaques shall be manufactured in the same approved design, colour, size and layout to ensure quality control, desired uniformity and standard workmanship. All niche plaque designs must be presented to the Cemetery Manager prior to installation for approval. An approved monument dealer can provide guidance.

Bronze Vase: Only one bronze niche may be added to the niche plaque front.

Porcelain, Ceramic or Photoplex Pictures: A porcelain, ceramic or photoplex picture, along with a bronze frame is permitted where room permits. No picture or frame may be attached to the niche except those approved by the Cemetery Manager and these must be ordered through and installed by an approved monument dealer.

Any decals, taped pictures or other adornments will be removed and disposed of without notice.

No items may be hung from the rosette (screw) closures as it may cause damage the integrity of the closure mechanisms.

11. CONTRACTORS:

11.1 **Contractor Pre-approval Required Before Working:** Any contract work to be performed within the Cemetery requires the written pre-approval of the Cemetery Manager 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 specifications relating to the work, proof of all applicable government approvals and permits, and the

location of the work to be performed. It is the responsibility of each Contractor to report to the Cemetery Manager and to provide the necessary proof of insurance and a statement of Health and Safety provisions before arriving at the Cemetery to perform the work.

11.2 **Permission to Perform Contract Work:** Contractors employed to erect a specific memorial, structure, to complete landscaping, or to do any other work in the Cemetery shall report to the Cemetery Manager and shall provide to the Cemetery the written consent of the Interment Rights Holder(s), if required, prior to commencing their work. Such consent shall designate the location of the Burial rights and the work to be performed.

11.3 **Compliance with Legislation:** Any person, firm or corporation ("Contractors") performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers' Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance of not less than \$2,000,000 ("Coverage"). Such Contractor shall provide written proof of such Coverage at the request of the Cemetery within 72 hours of a written request and prior to commencing any work within the Cemetery.

Should a Contractor not be able to provide written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work with the Cemetery until written proof has been provided to the Cemetery.

11.4 **Cemetery By-laws Apply:** All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

11.5 **Contractor's Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, monuments, markers, vases or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Gravesites, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

11.6 **Contractor Hours of Work:** Contractors will be required to complete their work during general business hours, unless approved by Cemetery Manager. Permission to work on Sunday or a Holiday, must be granted by the Cemetery Manager. The Cemetery 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 service within the Cemetery.

11.7 **Contractor Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour and attire. Shirts with sleeves and no inappropriate wording or logos, long pants (on funeral days) and CSA steel toed safety boots and hard hats must be worn around the use of overhead type equipment. Contractors who fail to comply with the required attire will be required to discuss their concerns with the Cemetery Manager.

11.8 **Removal of Implements and Rubbish:** Contractors working within the Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the completed work or as directed by the Cemetery Manager. All work sites must be secured and appropriately marked with caution signage when left unattended.