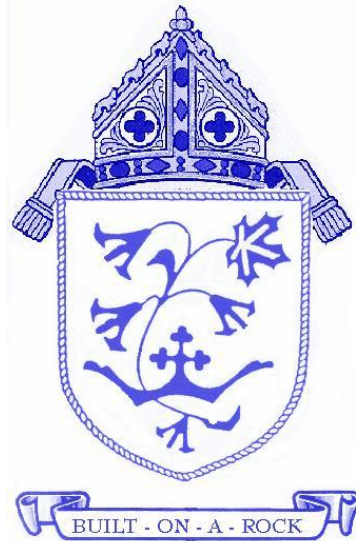


Archdiocese of Kingston



## CHAPTER 13

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# CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON

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**Chapter 13 CEMETERY BY-LAWS  
OF THE ARCHDIOCESE OF KINGSTON**

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## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

### **PREAMBLE**

The Board of Trustees of \*\*\* Cemetery, in the discharge of its responsibilities, appeals to the public to co-operate by following these By-laws, which have been adopted for the upkeep and improvement of the Cemetery as a becoming and respectful place for the interment of the dead.

This booklet contains the guidelines for constitution and by-laws for cemeteries of the Archdiocese of Kingston. Cemetery by-laws are to be approved by the Archdiocese of Kingston and the Bereavement Authority of Ontario.

In accordance with the Bereavement Authority of Ontario, cemetery bylaws are to be posted and available to its consumers. A copy of the cemetery licence is to be posted in your parish office or cemetery office in clear view of the consumers.

### **PURPOSE OF THE CEMETERY**

The Cemetery is a sacred place blessed by the Church for the interment of Roman Catholics who are entitled to Christian interment according to the rules and disciplines of the Church.

Interment of non-Catholic members of a Catholic family will be permitted under certain circumstances, since the Church does not wish to separate in death those who were united in life.

## Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON

### DEFINITIONS

***Base stone***

shall mean the structure upon which rests the die stone.

***Board***

shall mean the appointed Board of Trustees for \*\*\* Cemetery.

***Burial Permit***

shall mean a permit issued by the Division Registrar indicating that the death has been registered.

***By-laws***

shall mean the rules and regulations which govern the operation of the Cemetery.

***Care and Maintenance Fund (formerly called the "Perpetual Care Fund")***

shall be the trust fund in which all monies received by the Cemetery for the care and maintenance of Cemetery property and markers have been invested.

***Caretaker***

shall mean the person appointed by the Board of Trustees as Caretaker of the Cemetery.

***Cemeteries Act***

shall mean The Cemeteries Act, R.S.O. 1990, Chapter C4 and Regulations.

***Cemetery***

shall mean \*\*\* Cemetery, located on Lot \_\_\_\_, Concession \_\_\_\_, in the Township of \_\_\_\_, County of \_\_\_\_, Province of Ontario.

***Certificate of Interment Rights***

shall mean the certificate issued by the Board to the purchaser of Interment Rights, specifying the ownership of the Interment Rights and associated memorialization rights.

***Chairperson***

shall mean the Chairperson of the Board.

***Church***

shall mean the Roman Catholic Church in the Archdiocese of Kingston.

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### ***Columbarium***

shall mean an above-ground structure for the entombment of cremated human remains.

### ***Cornerstone***

shall mean any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.

### ***Crypt***

shall mean a space provided for the entombment of human remains in a mausoleum.

### ***Die stone***

shall mean the main component of the upright marker, that is, that which rests on the base stone.

### ***Diocese***

shall mean the Archdiocese of Kingston, that is, the territory under the jurisdiction of the Archbishop of Kingston.

### ***Disinterment***

shall mean the removal of human remains from the ground.

### ***Entombment***

shall mean the placement of human remains in a crypt or niche.

### ***Foundation***

shall mean the below-ground concrete structure upon which rests the base stone.

### ***General Maintenance Account***

shall mean the account for maintenance of the Cemetery and for services rendered in connection with its operation.

### ***Grave***

***Child Grave*** - shall mean an interment space intended for a child and having a size of 1 metre (40 inches) by 1.5 metres (5 feet).

***Infant Grave*** - shall mean an interment space intended for an infant and having a minimum size of 30 centimetres (12 inches) by 61 centimetres (2 feet).

***Single Grave*** - shall mean an interment space intended for an adult and having a size of 1 metre (3.3 feet) by 3 metres (10 feet).

## Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON

### ***Interment***

shall mean the placement of human remains under ground.

### ***Interment Rights***

shall mean the right to require or direct the interment or entombment of human remains in a lot.

### ***Interment Rights Holder***

shall mean a person with Interment Rights with respect to a lot and includes a purchaser of Interment Rights under the Funeral, Burial and Cremation Services Act, 2002.

### ***Lot and Plot***

***Cremation Lot*** - shall mean any interment space containing or set aside to contain one cremated human remains and having a minimum size of 30 centimetres (12 inches) by 46 centimetres (18 inches).

***Lot*** - shall mean 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*** - shall mean two or more lots for which the rights to inter have been sold as a unit.

### ***Marker***

Shall mean any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to an interment lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.

***Flat Marker*** - shall mean any marker set flush with the surface of the ground.

***Upright Marker*** - shall mean any marker projecting above the ground.

***Mausoleum*** - shall mean an above-ground structure for the purpose of entombment.

### ***Memorialization***

shall mean a means of commemorating the life of a person, usually in the form of an inscribed marker.

## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

### ***Niche***

shall mean a compartment within a columbarium for the entombment of cremated human remains.

### ***Plan***

shall mean the plan of the Cemetery, approved by the Bereavement Authority of Ontario.

### ***Price List***

shall mean the schedule of fees which the Cemetery shall charge for the sale of interment rights and services.

### ***Regulations***

shall mean "Regulations Made Under the Funeral, Burial and Cremation Services Act, 2002".

### ***Registrar***

shall mean the person or persons appointed by the Bereavement Authority of Ontario for the purposes of the Funeral, Burial and Cremation Services Act, 2002.

### ***Secretary-Treasurer***

shall mean the Secretary-Treasurer of the Board.

### ***Urn***

shall mean any container used to hold cremated human remains.

## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

### **ADMINISTRATION**

1. Interment Rights shall be conveyed to the Interment Rights Holder by such form of certificate as may from time to time be adopted by the Board and approved by the Bereavement Authority of Ontario.
2. Management and direction shall be entrusted to an appointed Board of Trustees who shall, without remuneration, supervise the operation of the Cemetery. The Board, comprised of at least three members, shall be appointed by the Pastor of the Parish, following consultation with the Archbishop of Kingston. The Board shall work in collaboration with, and under the direction of, the Pastor who shall be responsible for the Cemetery.
3. The Board shall meet at least twice each year, including the Annual General Meeting. At the Annual General Meeting, the Financial Statement shall be presented, the Price List set and matters regarding cemetery upkeep and maintenance resolved. At this meeting, the Board members shall elect from among themselves the Chairperson for the year, and other officers as necessary. If required, additional meetings may be called by the Chairperson.
4. The Secretary-Treasurer shall record the minutes of the meetings and the resolutions adopted, have the care of all records and documents, and conduct all correspondence. The Secretary-Treasurer shall keep a proper record of all money transactions pertaining to cemetery operations.
5. Income received by the Cemetery shall be used exclusively for the purposes of the Cemetery.
6. The Secretary-Treasurer shall have custody, under the Board of Trustees, of the Cemetery. No interment or disinterment of bodies shall take place without notice to the Secretary-Treasurer, who shall see that a proper Burial Permit or other certificate required by law is furnished in each instance.
7. The Diocese, the Parish, the Board, and all others responsible for the Cemetery shall not be liable for any loss or damage from causes beyond their control.
8. The Board shall take reasonable precautions to protect the property of the Interment Rights Holder, but assumes no liability nor responsibility for the loss of any article that is placed on a lot, grave, crypt, or niche.



## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

9. In all matters not specifically covered by these By-laws, or as special circumstances arise, the Board of Trustees may do anything which is reasonable on the premises, and such determination shall be binding upon the Interment Rights Holder and all parties concerned.
10. There shall be no rights implied or expressed except those granted to the Interment Rights Holder in these By-laws.
11. There shall be a person in charge of each business location indicated on the license.
12. The person in charge of day-to-day operations shall have completed the education requirements described in the regulations unless they meet the exemption requirements.
13. The cemetery operator shall maintain a register of interments and interment rights that includes the following information:
  - a) Name and address of interment rights holder and particulars of the lot.
  - b) Name and address of original purchaser of rights and the particulars of the sale or transfer to another person.
  - c) The name, date, and location of interment of human remains.
14. This information is to be entered within 5 days of becoming aware of the information or the event to which the information relates. This information is to be made available to the public.

## **RECORDS**

1. Information obtained in the course of carrying out the duties prescribed in the regulations shall be preserved in secrecy. There is an exception to this secrecy for communication with:
  - a) The government agencies carrying out the administration of the Funeral, Burial and Cremation Services Act, 2002 and legislation related to consumer protection.
  - b) Law enforcement agencies.
  - c) The person(s) to whom the matter relates and their counsel.

## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

2. The following records shall be retained:
  - a) Records of all money received or disbursed, including details of each account with a depositary.
  - b) Records of all deposits and withdrawals of money required to be held in trust under section 52 of the Act, including for each deposit or withdrawal, the unique identification number or code for the contract to which it relates.
  - c) Records of all deposits and withdrawals of money required to be held in trust under section 53 or 55 of the Act.
  - d) All trust agreements that the operator has entered into with a trustee relating to prepaid trust money or a care and maintenance fund.
  - e) Copies of all statements, all receipts, and all contracts including voided contracts, all invoices and all similar documents issued by the operator.
  - f) Financial records that readily identify and that may be used to verify individual transactions for each account or fund that the operator maintains, including but not limited to statements from depositaries and third party trustees, deposit records, pass books, and cancelled cheques, as applicable.
  - g) For each contract in respect of which money is required to be held in trust under section 52 of the Act, and for each contract funded by an annuity or insurance contract, including group insurance, a record, as applicable, containing the following information:
    - The date of the contract;
    - The unique identification number or code for the contract;
    - The name and address of the purchaser;
    - The total price of the contract;
    - The payments received under the contract;
    - The amount of money deposited in a trust account or trust fund and the date on which the deposit is made;
    - The name of the depositary, the number of the trust account or trust fund into which the money is deposited and details of any investment of the money;
    - The date on which the contract is fully performed or is cancelled.
    - If the contract is fully performed, the total price for which the contract was performed;
    - The amount of any refund of money paid under the contract;
    - The amount of money withdrawn from a trust account or trust fund and the date on which the withdrawal is made;

## **Chapter 13 CEMETERY BY-LAWS OF THE ARCHDIOCESE OF KINGSTON**

- The details of any annuity or insurance contract, including group insurance, relating to the contract, including;
    - the unique identification number or code for the annuity or insurance contract, including group insurance;
    - the name and address of the insurer, or the issuer of the annuity or insurance contract, including group insurance;
    - the beneficiary under the annuity or insurance contract, including group insurance;
    - the value of the annuity or insurance contract, including group insurance.
  - If the provision of any licensed supplies or services under the contract is to be triggered by the death of an individual designated in the contract, the individual's name and address, the individual's date of birth or approximate age, the individual's date of death when known and, if known, the place of death and the place where the body was interred, cremated or otherwise disposed of. O. Reg. 30/11, s. 99.
3. Records shall be retained for the following duration:
- a. Contract-related records: 6 years from the date the contract is fully performed or cancelled.
  - b. Price lists: 6 years from the date the price list was last in effect.
  - c. Any other record required to be kept: 6 years from the date it was created.

## **CARE AND MAINTENANCE FUND OR ACCOUNT**

1. The cemetery shall have a Care and Maintenance fund or account to generate income for the care and maintenance of the cemetery.
2. The cemetery shall pay the prescribed amounts for interment rights and markers into the Care and Maintenance fund or account, whether or not the cemetery receives this amount from the purchaser for the interment rights or instalment of a marker.
3. If the money to be paid into the Care and Maintenance fund or account is not immediately paid, it shall be held in trust until it is paid into the fund or account or otherwise paid out in accordance with the regulations.

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4. Payment into the Care and Maintenance fund or account shall be done within 60 days of sale of interment rights or interment, whichever comes first.
5. If the purchaser is paying by instalments, the operator shall make payment into the Care and Maintenance fund or account the pro rata portion within 60 days of receiving each instalment payment.
6. For markers, payment into the Care and Maintenance fund or account shall be done within 60 days of marker instalment.
7. The income from money paid in respect of markers into Care and Maintenance shall be used to stabilize, maintain, secure, and preserve markers in the cemetery. The income remaining after completion of this work can be used to do the same in other cemeteries operated by the same operator. This income can be used to pay for worker wages and benefits for the described work on markers.
8. Income from money paid into Care and Maintenance, other than in respect of markers, shall be used to maintain, secure, and preserve the cemetery, including grounds, buildings, structures, and markers, and the equipment used to perform this work. The income remaining after completion of this work can be used to do the same in other cemeteries operated by the same operator. This income can be used to pay for worker wages and benefits for the described work on markers.
9. The trustee shall pay the income from the fund, after the trustee's deductions, to the cemetery operator. No payment shall be taken from the capital portion of the fund.
10. The rates of contribution to Care and Maintenance for graves:
  - a. In-ground grave 2.23 m<sup>2</sup> or 24 ft<sup>2</sup> or larger: the greater of 40% of the price of interment rights as set in the price list and \$250;
  - b. In-ground grave smaller than 2.23 m<sup>2</sup> or 24 ft<sup>2</sup>: the greater of 40% of the price of interment rights as set in the price list and \$150;
  - c. A tomb, crypt, or compartment in a public mausoleum: the greater of 20% of the price of the interment rights and \$500;
  - d. A niche or compartment in a public columbarium: the greater of 15% of the price of the interment rights and \$100.

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11. The rates of contribution to Care and Maintenance for markers:
  - a. \$0: flat marker measuring less than 1116.13 cm<sup>2</sup> (173 in<sup>2</sup>).
  - b. \$50: flat marker measuring at least 116.13 cm<sup>2</sup> (173 in<sup>2</sup>).
  - c. \$100: upright marker measuring 1.22 metres (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base.
  - d. \$200: upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base.
  - e. Exemption: replacement markers for damaged ones that cannot be repaired.

### **SALE AND TRANSFER OF INTERMENT RIGHTS**

1. The Board shall be the exclusive seller of Interment Rights for the Cemetery.
2. Interment Rights may be purchased from the Board at the rates indicated on the price list on display at the sales office.
3. Purchasers of Interment Rights shall acquire only the right and privilege of interment of the dead and of placing markers, subject to the Cemetery By-laws from time to time in force and approved by the Bereavement Authority of Ontario.
4. Payment for Interment Rights shall be made at the office of the Secretary-Treasurer.
5. The Cemetery Board shall provide each Interment Rights Holder at the time of sale with:
  - a copy of the contract;
  - a copy of the Cemetery By-laws;
  - and, upon payment in full, a Certificate of Interment Rights.
6. Prices for Interment Rights and related services shall be set out in the most recent Price List which has been filed with the Bereavement Authority of Ontario and that is on display at the cemetery sales office. Prices shall include the applicable portion for deposit to the Care and Maintenance Fund, as prescribed by the Funeral, Burial and Cremation Services Act, 2002, and the regulations.
7. The Interment Rights Holder may transfer the Interment Rights by gift, bequest, or other transfer, but shall not re-sell the Interment Rights, except to the Board.

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8. The transfer of Interment Rights or any interest therein shall be binding upon the Board only upon the receipt of written notice by the Secretary-Treasurer, which shall include the name and address of the transferee. Upon the receipt of such notice and the return of the original Certificate of Interment Rights or predecessor easement, the Secretary-Treasurer shall record the transfer and issue a new Certificate of Interment Rights to the transferee. The fee for the transfer shall be as prescribed in the Price List.
9. In cases of transfer of ownership of Interment Rights by will or bequest, the Board shall, for proof of ownership, reserve the right to require the production of a notarial copy of the will and letters probate, or other evidence satisfactory to the Board.
10. The Interment Rights Holder may require the Board, by written demand, to repurchase the Interment Rights at any time before used.
11. The Board shall repurchase the Interment Rights within 30 days after receiving the demand.
12. The repurchase price shall be the price of interment rights as indicated on the price list. If the interment rights are not indicated on the price list, then the price will be the market value of an equivalent lot in the same cemetery.
13. The cemetery may deduct from this repurchase price the amount paid into the Care and Maintenance fund or account. If the cemetery does not make this deduction, the cemetery may deduct from the amount to be paid into the Care and Maintenance fund or account the amount not deducted when the cemetery resells the interment rights.
14. No refund shall be made for any plot if any lots within it have been exercised.
15. Except for those things prescribed in the regulations, the cemetery shall not charge an interment rights hold for costs incurred in maintaining the cemetery grounds.
16. The Interment Rights Holder shall notify the Board of any change in mailing address.

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17. Notices specified by any by-law shall be given in person or by mail to the Interment Rights Holder or the legal representative at the last postal address appearing in the records of the Board.
18. The Board may apply to the registrar for a declaration that Interment Rights are abandoned, and may re-sell Interment Rights that have been declared to be abandoned, in keeping with the Funeral, Burial and Cremation Services Act, 2002.

### **INTERMENTS, DISINTERMENTS & ENTOMBMENTS**

1. Interments shall take place throughout the year unless weather does not permit.
2. No more than one interment shall be made in any single grave except:
  - in areas designated for double depth interment;
  - up to six cremated human remains;
  - in the case of an infant container of 30 centimetres (12 inches) by 61 centimetres (24 inches), or of two cremated human remains, which may be interred at the head of a single grave in which a casket containing human remains has been interred.
3. Remains to be interred in a grave shall be enclosed and sealed securely in a container of sufficient strength to permit interment with the container remaining intact. The container shall be of a size to permit interment within the dimensions of the lot.
4. Interments shall be authorized in writing by the Interment Rights Holder, the legal representative, or the heir-at-law.
5. When Interment Rights in a lot or plot are held jointly by two or more persons, an order for interment shall be accepted from either or any of them or from their legal representative.
6. Those ordering the interment shall be held responsible for charges incurred.

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7. The following documents are required to exercise Interment Rights in the Cemetery: Burial Permit or Certificate of Cremation, Certificate of Interment Rights or predecessor easement, and Order for Interment. Additionally, the following documents may be required: Authorization Document, when the legal representative or the heir-at-law is exercising Interment Rights, and Removal Order, when necessary.
8. The interment fee payment, as prescribed in the Price List, shall be deposited with an official of the Board before the interment or entombment shall take place.
9. The interment fee shall include the opening and closing of the grave and the registration of the interment.
10. No lot shall be opened for interment or disinterment by any person not in the employ or under the direction of the Board, except under special circumstances and by permission of the Board.
11. A representative of the Board shall supervise each interment.
12. A written statement with the name, place of birth, late residence, age and date of death of the person to be interred, and the name of the funeral director or transfer service shall be provided to the Board prior to the interment.
13. 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 Funeral, Burial and Cremation Services Act, 2002.
14. No person shall remove human remains from the Cemetery unless a certificate of a Medical Officer of Health or of the Board, confirming compliance with the Funeral, Burial and Cremation Services Act and the regulations, is affixed to the container. It is to be noted that this does not apply to cremated human remains. A Burial Permit under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the Cemeteries Act.
15. The Board shall exercise all due care in making interments and disinterments, but shall not be responsible for damage sustained to any casket, urn, or other container during disinterment.



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16. The Board 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 Board 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 the consent of the Interment Rights Holder.
17. In the event that the depth of soil is found to be insufficient for interment, the Board shall reserve the right to substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible.
18. Notice of interment shall be given to the Secretary-Treasurer at least 36 hours in advance. The Board shall not be responsible for the preparation of graves without such notice.
19. Interment shall be permitted between the hours of nine o'clock in the forenoon and three o'clock in the afternoon or at other times by permission of the Board. Interment shall not be permitted on Sunday.
20. Additional charges for interment on statutory holidays shall be as prescribed in the Price List.
21. Due to the increasing use of oversized outer containers, the Board shall not assume responsibility for reduction of the number of grave openings that may be made in any plot.
22. Funeral processions within the Cemetery shall follow the designated route.
23. Committal services shall be in keeping with the teachings of the Church. Committal services for Roman Catholics shall be conducted by Roman Catholic clergy, or their delegates, with the prior approval of the Pastor concerned. Non-Catholic committal services shall have the prior approval of the Pastor concerned.

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24. The Board shall permit within the Cemetery only those activities and insignia approved by the Church.

### **Care of Lots**

#### **General**

1. Lots for which Interment Rights have been sold or assigned shall be maintained and kept properly graded, sodded, and mowed by the Board.
2. Borders, fences, railings, cut-stone coping and hedges in or around lots shall be prohibited. Trees and shrubs shall not be planted on a lot.
3. The Board shall not be responsible for the loss of, or damage to, articles left upon a lot.
4. Nails, wires, wooden crosses, articles of glass, pottery, or any other material which, when neglected or broken, may create a hazard to workers or visitors, shall not be permitted.
5. Articles which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees, or visitors, or which are unsightly or do not conform with the natural beauty or design of the Cemetery, shall be removed. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.
6. Work done upon a lot shall be with the permission of the Board.
7. Implements or materials used within the Cemetery shall be removed without delay by those responsible, and, if this is not done, the Board may remove the same at the expense of those responsible.
8. Rubbish shall not be thrown on roads, walks, or any part of the Cemetery grounds, but shall be removed from the Cemetery or deposited in the waste receptacles located on the grounds.

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9. The grading of the lot or plot shall not be changed without the authorization of the Board, and, in the case of any such change, the Board may restore the lot to its original grade at the expense of those responsible for the change.
10. Trees and shrubs already situated on a lot which have become, by means of their roots, branches, or in any other way, detrimental to the adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, or inconvenient to the public, may be removed from the lot in whole or in part by the Board, after 30 days' notice has been given to the Interment Rights Holder.

### **Flowers**

1. A maximum of two shatter-resistant vases or pots of fresh-cut, potted or artificial flowers--placed in an above-ground frame resting on the base stone or die stone--shall be permitted on each lot from April 1 to October 31 inclusive. Wreaths on stands shall be permitted from November 1 to March 31 inclusive.
2. The permanent installation of vases and candleholders shall not be permitted.
3. Vases, containers, wreaths or flowers which are left beyond the designated time, or which become unsightly, or which interfere with grasscutting, may be removed by the Board. If the articles have any value, the Interment Rights Holder shall be notified, where possible. Articles not collected by the Interment Rights Holder within 30 days shall be discarded.
4. The Board shall not be liable for vases, containers, wreaths or flowers placed on Cemetery property.

## **MARKERS**

### **General Information**

1. The Board shall reserve the right to determine the size of markers and the location of markers on each lot or plot.
2. Those intending to install a marker in the Cemetery shall pay to the Secretary-Treasurer the appropriate amount for the Care and Maintenance Fund, as indicated on the price list and prescribed by the regulations, prior to the installation of the marker.

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3. Markers shall not be delivered to the Cemetery without prior receipt by the Board of a Request for Marker Installation form containing the following information:
  - Name and address of the Interment Rights Holder.
  - In the case of an upright marker:
    - dimensions of the die stone (height, width, thickness);
    - dimensions of the base stone (height, width, thickness);
    - description of the marker.
  - In the case of a flat marker, dimensions and description of the marker.
  - Instructions for the placement of the marker.
4. No marker or other structure shall be placed in or upon a lot or plot until accrued charges have been paid in full.
5. No marker, footstone, or memorial of any kind shall be placed, moved, altered, or removed without authorization from the Board.
6. The Board shall take reasonable precaution to protect the property of the Interment Rights Holder, but shall assume no liability nor responsibility for the loss of, or damage to, any marker, except where such damage or loss is due to its own negligence.
7. A marker, memorial, or other structure which becomes unsightly or dangerous may be repaired, reset or laid down by the Board to ensure the safety of the public and to preserve the dignity of the Cemetery. Reversible processes are to be used.
8. The Interment Rights Holder shall be notified by the Board in writing, where possible, when a marker, memorial, or other structure on the lot or plot of the Interment Rights Holder is to be repaired, reset, or laid down.

### **Upright Markers**

1. There shall be not more than one upright marker on any lot.
2. The upright marker shall be placed at the head of the lot or the place reserved for it, unless adjoining (end-to-end) lots or plots are owned by the same Interment Rights Holder, in which case both sides of the die stone may be used for inscription.
3. The die stone and base stone shall be constructed of granite.

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4. The maximum height of the upright marker (die stone and base stone) shall be 1.12 metres (44 inches).
5. The minimum thickness of the die stone shall be 15 centimetres (6 inches) for upright markers not exceeding 86 centimetres (34 inches) in height, 20 centimetres (8 inches) for upright markers exceeding 86 centimetres (34 inches) but not exceeding 1.07 metres (42 inches) in height, and 25 centimetres (10 inches) for upright markers exceeding 1.07 metres (42 inches) but not exceeding 1.12 metres (44 inches) in height.
6. The die stone shall be installed on a base stone. The height of the base stone shall be a minimum of 20 centimetres (8 inches) for die stones exceeding 30 centimetres (12 inches) in height. The top surface of the base stone shall be both wider and thicker than the die stone to provide a projection of at least 5 centimetres (2 inches) around the perimeter of the die stone. The top and bottom of the base stone shall be smooth sawn.
7. A tolerance of 1.27 centimetres (0.5 inches) shall be permitted in the dimensions of markers.
8. The width of the base stone on a single lot shall not exceed 60 percent of the width of the lot. The width of the base stone on a double lot or larger shall not exceed 50 percent of the width of the plot.
9. Minor scraping of the base stone due to the grass mowing operation shall be considered by the Board to be normal wear.
10. The die stone of markers 15 centimetres (6 inches) in thickness and the die stone of markers 20 centimetres (8 inches) or more in thickness and less than 76 centimetres (2 feet, 6 inches) in width and 61 centimetres (2 feet) in height shall be adequately dowelled to the base stone. The dowel pin shall be of a non-corrosive material (e.g. stainless steel, bronze), not less than 1.27 centimetres (0.5 inches) in diameter. The dowel hole shall be drilled no more than 0.32 centimetres (0.125 inches) larger than the diameter of the dowel pin. The dowel pin shall be inserted not less than 15 centimetres (6 inches) into the base stone and the die stone, and shall be set in a dry mode.
11. Free-standing crosses and statues shall be secured to the die stone or base stone by a minimum of two dowel pins, which shall be epoxied in place.

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12. Upright markers shall have no uncovered vertical joints.
13. Foundations for markers shall be built by or for the Board at the expense of the Interment Rights Holder.
14. The foundation shall be installed in the designated space and in the specified dimensions. If incorrect dimensions have been given on the Request for Marker Installation form, the foundation shall be removed and rebuilt by the Cemetery at the expense of the Interment Rights Holder. The foundation shall be the greater of 1.4 metres (4 feet, 6 inches) in depth or the full depth of the grave. The foundation shall be set at the direction of the Board.
15. Foundation technical specifications shall be as follows:
  - a. The required concrete mix for the foundation shall be 20.5 MPa (3000 psi), maximum 75 millimetres (3 inches) slump, maximum 20 millimetres (0.8 inches) aggregate and 6% +/- 1% air entraining agent.
  - b. Concrete shall be placed only following approval by the Board of the grades and after the removal of all loose material from the grave. The placement shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets. Concrete shall not be placed to overlap concrete that is partially set.
  - c. The dimensions of the bottom of the foundation shall be at least equal to the dimensions of the top of the foundation.
  - d. The dimensions of the top of the foundation shall be at least equal to the dimensions of the base stone.
  - e. The top surface of the foundation shall be level, with a tolerance of 2 millimetres (0.06 inches).
  - f. The surface of the foundation shall be flush with the surrounding ground level.
  - g. The foundation shall be shored with braced plywood forms where soil conditions warrant, and the top edges of the foundation shall be formed.
  - h. Conditions such as clay, underground water, and filled land may require a floating type of foundation over 20-millimetre (0.8-inch) clear, crushed stone.
  - i. The finished concrete shall be cured for a minimum of 48 hours before the marker is placed, and shall be protected during curing by being covered completely. Defective areas of the foundation shall be repaired to the satisfaction of the Board.
  - j. A proper bonding agent and re-bar shall be used when it is necessary to add to an existing foundation.

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- k. The lot or plot upon which foundation work is executed shall be returned to a condition satisfactory to the Board and at the expense of the contractor.
  - l. The contractor shall be under the supervision of the Board.
16. Upright markers shall be set by or for the Board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the price list.
  17. Marker inscriptions shall be in keeping with the dignity and decorum of the Cemetery.
  18. Book or pillow markers shall not be allowed in the Cemetery.
  19. The marker of a Canadian or Allied veteran or for a Commonwealth war interment shall not be altered or moved without the agreement of the Federal Department of Veterans Affairs, the Commonwealth War Graves Commission, or such other authority as is prescribed by statute. This shall apply only where the Federal Department of Veterans Affairs has contributed to the cost of the interment.

### **Flat Markers**

1. Flat markers or footstones of bronze or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations necessary as per the size of the lot or plot. Flat markers shall be placed such that they do not interfere with future interments.
2. The maximum dimensions of flat markers shall be as follows:
  - infant grave, 25 centimetres (10 inches) by 30 centimetres (12 inches);
  - child grave, 25 centimetres (10 inches) by 41 centimetres (16 inches);
  - single grave, 36 centimetres (14 inches) by 61 centimetres (24 inches);
  - double grave and larger, 46 centimetres (18 inches) by 122 centimetres (48 inches).
3. One flat marker and one upright marker, or two flat markers, shall be permitted on each grave, and one shall be at each end of the grave.
4. The flat marker at the foot of the grave shall not exceed 36 centimetres (14 inches) by 61 centimetres (24 inches).

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5. The minimum thickness for flat granite markers and for the bases of flat bronze markers shall be 10 centimetres (4 inches).
6. Flat markers shall be set by or for the Board, at the expense of the Interment Rights Holder and upon payment of the fee prescribed in the price list.
7. The installation of flat markers shall be within 30 days of acceptance by the Board, if suitable conditions exist. The storage of flat markers during winter months shall not be permitted. The delivery of flat markers shall be within the normal working hours of the Cemetery.

### **Regulations for Marker Dealers, Contractors and Workers**

1. Markers shall be delivered to the Cemetery only after the Request for Marker Installation form, as specified in section G-3, has been presented to the Board.
2. Marker dealers shall indicate the date by which the foundation is required, which shall be at least 15 days following the date of notice.
3. The marker shall not be delivered to the Cemetery until the foundation is completed and the Board is ready to proceed with the installation.
4. In the case that the marker is to be installed by the marker dealer, the marker dealer shall give at least five days' notice to the Board. The installation of the marker shall be supervised by the Board.
5. Marker dealers and contractors shall provide Workers Compensation coverage and adequate liability insurance when performing work in the Cemetery.
6. The demeanour of workers employed by others in the Cemetery shall be subject to the supervision of the Board.
7. Work shall be done during regular Cemetery hours, unless by special permission of the Board.
8. Work shall not be commenced on a Saturday that cannot be finished, and the litter and debris removed, by the hour of noon of that day.



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9. Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition.
10. No marker dealer shall park on the grass unless directed to do so by the Board.
11. Contractors, masons, and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved to protect the surface from damage.
12. The installed marker shall not be moved or removed without written permission from the Board.
13. There shall not be a variance of more than 1.27 centimetres (0.5 inches) in the dimensions of the die stone and base stone provided on the work order and the dimensions of the die stone and base stone delivered.
14. Implants and materials used in the performance of any work shall be placed where the Board may direct, and rubbish and surplus earth shall be removed when, to where, and in such manner as the Board may order. In the case of non-compliance, the obstructions will be removed and the expense charged to the marker dealer or contractor.

### **Cemetery Vault**

1. The cemetery vault shall be for the placement and storage of human remains which shall subsequently be interred in the Cemetery.
2. The permit for usage of the vault shall be obtained from the Board, under the same conditions as are prescribed for interments (D-7). The vault fee, as prescribed in the Price List, shall be paid before the permit is issued.
3. The human remains of those who have died from communicable diseases shall not be admitted to the vault, but shall be interred.
4. Human remains stored in the vault shall be embalmed.
5. Human remains stored in the vault shall be contained in a wooden or metal casket.
6. Human remains shall be stored in the vault from November 15 until May 15, or as ground conditions and weather shall necessitate.

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7. The Board shall reserve the right to determine whether ground and weather conditions shall permit the interment of human remains stored in the vault. Should the interment be deferred, the vault may be used without supplementary charge until the interment can take place.
8. The Board may direct the removal and interment of human remains stored in the vault at any time following the expiration of the period of time for which payment of storage has been made, or at any time should the condition of the human remains render the interment necessary or expedient.

### **Visitors**

1. Visitation shall be permitted at the Cemetery during the prescribed open hours.
2. Visitors shall respect the sacred nature of the Cemetery.
3. Children under the age of 16 years shall not be admitted to the Cemetery grounds unless accompanied by an adult, who shall be responsible for their good conduct.
4. Pets shall not be permitted on the Cemetery grounds.
5. Parades and assemblies other than funeral processions shall not be permitted on the Cemetery grounds without prior authorization from the Board.
6. The partaking of food and beverages on the Cemetery grounds shall not be permitted.
7. Vehicles on the Cemetery grounds shall be driven at a moderate rate of speed and shall not leave the designated roadways unless directed to do so by a representative of the Board.
8. All-terrain vehicles, snowmobiles, and similar vehicles shall not be permitted on the Cemetery grounds.
9. Owners and drivers of vehicles shall be responsible for damage inflicted by their vehicles while on the Cemetery grounds.

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10. The discharge of firearms, except at interment services for which permission has been granted by the Board, shall be prohibited on the Cemetery grounds.
11. Rubbish shall be placed in the appropriate receptacle and shall not be thrown on the Cemetery grounds.
12. A person disturbing the quiet and good order of the Cemetery or who otherwise violates these by-laws shall be expelled from the Cemetery grounds.
13. A person who, on the Cemetery grounds, damages or moves any tree, plant, marker, fence, structure, or other things usually erected, planted or placed in a cemetery is liable to the Board and to Interment Rights Holders whose property, as a result, incurs damage.
14. Complaints by Interment Rights Holders or visitors shall be made to the Board and not to workers on the Cemetery grounds.
15. Members of the Board, or its representatives, shall be authorized to preserve order and decorum on the Cemetery grounds.
16. 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 the prior authorization of the Board.

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OF THE ARCHDIOCESE OF KINGSTON**

**PROVINCE OF ONTARIO  
CEMETERY REGULATIONS -  
APPENDIX A**