

St. Peter's Cemetery
By-laws



ST. PETER'S CEMETERY
AND
HOLY FAMILY CHAPEL MAUSOLEUM

June 2012

St. Peter's Cemetery
By-laws

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INTRODUCTION

This booklet contains the By-laws of St. Peter's Cemetery (hereinafter referred to as "Cemetery"). They have been approved by the Ministry of Consumer Services Cemeteries Regulation Unit.

These By-laws reflect time-tested Cemetery practices and have been developed based on experience.

All of the Cemetery By-laws apply to every form of interment right as far as the nature of the case permits.

By-law compliance ensures the safety of our families and employees, and the maintenance of proper cemetery operations.

In addition to the By-laws from time to time in force in regard to the cemeteries, all Provincial, Municipal or other legal regulations shall be observed.

The By-laws may at any time be changed, amended, altered, appealed, rescinded or added to, upon the approval of the Management of the Catholic Cemeteries of the Diocese of London and the Ministry of Consumer Services Cemeteries Regulation Unit.

The Cemetery is a sacred place blessed by the Church and shall at all times be operated in a manner that is consistent with the Roman Catholic faith, teachings and beliefs. As such, scattering rights are not available.

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: As a requirement under provincial legislation, a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers is contributed into an irrevocable trust fund – The Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

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

Columbarium: A structure containing individual compartments or Niches for the placement of cremated human remains.

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

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 amended from time to time

Gravesite: Any Interment Right (adult, cremation or child/infant) 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, or attached to an adjacent feature wall as defined in the Interment Rights Certificate.

Interment: The opening and closing of a Gravesite (in-ground) for human remains or cremated human remains.

Interment Right: The right to require or direct the Interment, Entombment or Inurnment of human remains or cremated human remains in a Gravesite, Crypt or Niche.

Interment Rights Holder: A person, firm, or corporation holding the right to direct the Interment or Disinterment of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

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

Marker: A memorial constructed of bronze or granite, set flush and level with the ground in the Marker Space of a Gravesite, except where attached to the feature wall adjacent to the Gravesite.

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

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Mausoleum: A structure or building containing individual compartments - Crypts or Niches for the placement of human remains or cremated 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 within the Cemetery.

Monument: An upright (above-ground) memorial, constructed of granite or bronze material, installed within the designated Monument Space of a Gravesite.

Monument Base: That portion of the Monument, constructed of granite and set on the concrete Monument foundation to provide stability and protection for the Monument Die.

Monument Die: Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

Monument Foundation: The in-ground concrete foundation, constructed the equivalent size of the Monument Base.

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

Niche: An individual compartment in a Mausoleum or Columbarium for the Inurnment of cremated human remains.

Purchaser: The individual(s) purchasing the Interment Right, products or services. The Purchaser(s) do(es) not hold or maintain the right to direct Interments, Entombments, Inurnments, Disinterments or Memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

1.0 GENERAL INFORMATION

These by-laws are adapted for the above cemetery unless indicated differently.

1.1 Hours of Operation

Office Hours – St. Peter's Cemetery, 806 Victoria Street, London, Ontario:

Please contact the Cemetery office at 519-451-9120 to obtain hours of operation.

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

Mausoleum Visitation Hours: All card holders can visit inside the mausoleum during the following hours:

April 1 to October 31	8:00 a.m. to 8:00 p.m.
November 1 to March 31	8:00 a.m. to 6:00 p.m.

The Cemetery restricts the entrance of our mausoleums to crypt/niche holders and relatives. Any additional entrance cards may be purchased at the cemetery office for a minimal fee.

Burial Hours: Burials will be carried out between the hours of 8:30 a.m. to 3:00 p.m. Monday through Saturday. Additional service charges will apply for Saturday burials, (cremation, traditional and entombment) from 8:00 to 12:00 pm, as well as all burials arriving at the Cemetery after 3pm on weekdays. No Burials may take place on Sunday or any legal holiday.

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

- **Damage to Property:** No one may 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 such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;

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- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behaviour, or attire disturbs the decorum of the Cemetery, or who violates these By-laws may be required to leave the Cemetery grounds;
- **Dogs, Cats, Pets, etc.:** Dogs, cats, pets, etc., of any form are not permitted on the Cemetery property. Guide dogs are permitted;
- **Special Events:** Special Events are permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Photographing, Filming, or Video-Taping:** Photographing, filming, or video-taping of any part of the Cemetery may only take place with the prior approval of the Cemetery Manager.
- **Roller Blades and Skateboards:** The use of roller blades and skateboards is strictly prohibited within the Cemetery;
- **Bicycles:** To ensure the safety of our employees and visitors to the Cemetery, bicycles are prohibited within the Cemetery grounds unless the bicycle is being used as means of transportation. All bicycles must be operated in a safe manner that respects the needs of families and only on cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited;
- **Jogging:** With respect to all services occurring within the Cemetery, no jogging will be permitted within the Cemetery.

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 damage caused, and the Cemetery shall make a reasonable effort to correct the damage.

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

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The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from 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 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. 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 that is available to the public during regular office hours.

1.5 Notice of Change of Address: Each Interment Rights Holder shall notify the Cemetery of any change of his/her address. Notice 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 post 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. 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 Management of the Catholic Cemeteries of the Diocese of London and the Ministry of Consumer Services Cemeteries Regulation Unit.

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:

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- 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, drains, 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 in 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.

2.0 PURCHASES, SALES AND TRANSFERS

2.1 Contracts: All Purchasers of Interment Rights must sign a contract with the cemetery. Terms and conditions of sale are detailed in the contract.

2.2 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.

Cancellation after 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, while not obligated to, can 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. If accepted by the Cemetery, the 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 remain vested with The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario at all times. Interment Rights Holders acquire only the right to direct the Burial or

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Disinterment of human remains, cremated human remains and associated memorialization in an Interment Right subject to the By-laws. Ownership of Interment Rights do 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. Memorials may be removed from a site if an account is in default.

2.4 Care and Maintenance Fund: As required by sections 166 and 168 of Regulation 30/11 under the FBCSA, a portion of the purchase price of all Interment Rights and a prescribed amount for 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 cancelled within the 30 day Cooling-off period (see 2.2 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 amount 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 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 within 14 days in the name of the Transferee(s) for those Rights being transferred and another in the name of the Transferor for those Rights being retained.

3.0 BURIALS

3.1 Authorization, Information and Documents Required for a Burial:

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. Telephone, facsimile or e-mail orders for Burials are not permitted.

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 a Burial of cremated remains may take place.

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).

Payment: Terms are cash or within 30 days of time of use of the Interment Rights.

Where sales are pre-arranged on the time payment plan, and a death occurs, terms are cash or within 30 days of time of use of the Interment Rights. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

Authorization of Social Services Agency: Instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

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

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3.3 Opening and Closing of Interment Rights: Gravesites shall be opened and closed only by the Cemetery. Only equipment owned or leased by the Cemetery shall be used in performing interments.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a Gravesite shall remain a minimum of 30 feet from the open Gravesite, or as directed by the Cemetery.

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 set up, 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 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 necessitates the temporary mounding of earth on adjacent Gravesites. The Cemetery reserves the right to determine the location for 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 – All Current Sections of St. Peter's Cemetery, or any New Section/Garden Opened: A maximum of two interments may be allowed in any single adult gravesite unless otherwise specified on the document for the purchase of the Interment Rights.

- Cremated remains of up to one person may be interred in a single adult gravesite in which a casket containing human remains has been buried.
- A maximum of two interments of cremated remains may be allowed in a single adult gravesite.

A maximum of two adult interments may be allowed in areas designated as double depth. In areas designated for double depth, the first interment must be at the lower level.

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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, remains must be delivered to the Cemetery for Burial in a closed bronze, marble or wood cremation urn, an urn vault or container. Only these materials are acceptable for an urn for Interment of cremated remains. If the Urn(s) is not purchased through the Cemetery, it must be approved prior to burial taking place.

3.6 Outer Containers (Vaults): Caskets must be Interred in a proper container (vault) For Interments of human remains in some sections of the cemetery, baby interments excepted. The acceptable material for a container (vault) should be concrete for adult Interments.

3.7 Scattering Cremated Remains: Scattering of cremated remains are not permitted.

3.8 Contagious Diseases: It is a legal requirement that the Cemetery be notified that a death is a result of contagious disease, prior to arrangements being made for the Burial.

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 manner in which Burials may be made.

The human remains of persons who have died from contagious diseases may be removed only with the consent of the local medical officer of health or other public official having authority.

Human remains of persons who have died from contagious diseases will not be accepted for temporary storage.

3.9 Pets or Other Animals: Only human remains shall be interred, entombed or inurned in the Cemetery.

4.0 DISINTERMENTS

4.1 Requirements for Disinterment of Caskets, Containers (Vaults) or Cremated Remains:

Written Permission of Interment Rights Holder: Human remains may be disinterred provided that the Interment Rights Holder(s) visits the Cemetery office and provide 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, facsimile or e-mail orders for Disinterments are not permitted.

A certificate from the local medical officer of health must be received at the Cemetery office before a Disinterment of casketed human remains may take place. A certificate from the local medical officer of health is not required for the Disinterment of cremated remains.

Disinterments may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/legal representative(s).

Information Required: For each Disinterment 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 next of kin/legal representative(s).

Payment: All prescribed fees must be paid in advance.

4.2 Disinterments: Disinterments may be performed only by the Cemetery and only equipment owned or leased by the Cemetery shall be used in the process.

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

Any disinterment where the human remains are entombed in a mausoleum interior crypt must have an enviro-seal/liner provided by the cemetery.

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The raising and lowering of remains from standard depth to extra depth is not considered a Disinterment.

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 paid by the individual(s) authorizing the transfer.

4.3 Scheduling of Disinterments: Disinterments will be completed at a day and time designated by the Cemetery and the local medical officer of health.

4.4 Damage to Casket or Container (Vault) During Disinterments: The Cemetery will not be responsible for damage to any casket or container (vault) which occurs during the course of the Disinterment. Should severe deterioration of the casket or container (vault) occur, the disinterment may be stopped at the sole discretion of the Cemetery.

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 may be required at the expense of the party authorizing the removal.

The Cemetery may require any casket, outer container (vault), cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be born by the party authorizing the Disinterment. Under no circumstances can a used casket be directed to a crematorium for disposal.

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

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

The human remains of persons who have died from contagious diseases may be Disinterred only with the consent of the local medical officer of health or other public official having authority.

5.0 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 a Burial or Disinterment or in the description, transfer or granting of interment rights, either cancel such grant and substitute and grant in lieu thereof other interments 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 purchases 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-inter the remains in such other interment rights of equal value and similar location as may be substituted and granted in lieu thereof.

6.0 MEMORIALIZATION

A. General

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 detail drawing on the shape, size, and type of bronze/granite of the memorial in order to approve it prior to installation.

The cemetery reserves the right to determine the allowable memorial type & size in each cemetery section.

There may be cases to install a memorial to match an existing memorial: approval must be granted by the Cemetery prior to manufacturing. The purpose of the prior approval is to ensure the long term safety. For monuments, a special foundation, thicker die and special fastening may be required. Industry guidelines will be the guiding principle for these special case monuments. Please note: only granite and bronze is allowed for any new installations, even if concrete is there presently.

Any memorial which is above ground is considered a monument and the prescribed fees must be paid.

6.1 Material and Finish of Memorials: All Memorials shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.11. No concrete is used except for foundations for monuments.

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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 or private mausoleum 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 private mausoleum 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 the Cemetery. Memorials may be removed from a site if an account is in default.

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

- Wood and marble memorials;
- Granite ledgers or slabs of any material;
- Pillow slants/hickey memorials – these types of memorials are permitted on certain sites.

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 permitted.

6.6 Requirements to Place an Inscription on a Memorial: The Cemetery requires the written 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 Memorials 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 and placed by the Cemetery.

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6.8 Installation of Memorials: Only the Cemetery may install flat Markers, Monument foundations, in-ground bronze vases and statues.

6.9 Memorials purchased from Outside Memorial Suppliers: Families must contact the cemetery directly to contract for all Foundations, Installations & Care and Maintenance for memorials purchased from outside memorial suppliers

6.10 Outside Memorial Suppliers: for monument installation and inscription completion, outside memorial suppliers should contact the cemetery 24 hours in advance of their arrival at the Cemetery and may only be on the Cemetery grounds during regular business hours.

B. Monuments

Monuments may be located in designated locations of the cemeteries. Please consult with the Cemetery first to determine the allowed monument and location.

All Monuments must consist of a concrete foundation, a die and a base.

6.11 Approval of Monument Design: A Monument, private mausoleum 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 sculpture are submitted to and approved by the Cemetery.

6.12 Material and Finish of Monuments: All Monuments shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.11. No concrete is used except for foundations for monuments. See Section 6.1 for Bronze components.

6.13 Only One Monument to a Gravesite: Only one Monument shall be erected within the Monument Space on any single Gravesite.

6.14 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 the designated Monument Space and shall not encroach on any other gravesite.

6.15 Monument Foundations: Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be installed by the Cemetery in the designated Monument Space at the expense of the purchaser.

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6.16 Size of Monument for Upright Sections at St. Peter's: St. Peter's Cemetery Upright Sections are as follows: Sections A to T and X; All Ward sections; St. George; Rosary Walkway; St. Leonard; St. Francis; St. Margaret; St. Noreen; St. Patrick; St. Gabriel; St. Peter; St. Bridget; St. Michael; St. Luke; St. Paul; St. Mary; St. Joseph; St. Lawrence; St. John; St. Raphael Sections & two and three adult gravesites, as well as any new section which may be developed for the placement of upright monuments. These sections allow for upright monuments on certain sites, please consult with the Cemetery.

SINGLE MONUMENT FOR SINGLE ADULT GRAVE

Section, P, R, S, T, X, H; St. George; Rosary Walkway; St. Leonard; St. Francis; St. Margaret; St. Noreen

Section A to N, except for H & all Ward Sections; St. Patrick; St. Gabriel; St. Peter; St. Bridgit; St. Michael; St. Luke; St. Paul; St. Mary; St. Joseph; St. Lawrence; St. John; St. Raphael

Minimum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	24"	8"	24"
Base	30"	14"	8"

Maximum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	30"	8"	30"
Base	36"	14"	8"

DOUBLE MONUMENT FOR TWO ADULT GRAVESITES

Minimum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	30"	8"	30"
Base	36"	14"	8"

Maximum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	48"	10"	30"
Base	60"	14"	8"

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MONUMENT FOR THREE ADULT GRAVESITES

Minimum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	48"	10"	30"
Base	60"	14"	8"

Maximum

<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>
Die	54"	10"	52"
Base	62"	16"	8"

The maximum width of the Monument Base is conditional upon the width of the Gravesite(s) on which it is installed and the overall size of the Monument.

Minor scraping of the Monument Base due to grass cutting is considered to be normal wear.

Neither the length nor width of the Die and no part of a Monument may exceed the length or width of the Monument Base.

A tolerance of a quarter inch (1/4") may be permitted over or under the approved specified dimensions.

All dies must have vertical sides and look rectangular in shape.

Unique designs for Monuments, which deviate from this By-law, must be submitted to and approved by the Cemetery prior to manufacturing.

6.17 St. Peter's Cemetery -Veterans Section: This particular Section of St. Peter's has been designated for Upright Memorials for Veterans killed in action. Uprights in this section will be as designed by the Minister of Defense and in keeping with the same style, color and size, please consult with the Cemetery.

6.18 St. Peter's Cemetery Family Estates: Family Estates locations have various monument designs and sizes. Size and design must be approved by the Cemetery prior to manufacturing, in St. Margaret's and Rosary Walkway Sections.

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<u>Minimum</u>				<u>Maximum</u>			
<u>Type</u>	<u>Length</u>	<u>Thickness</u>	<u>Height</u>	<u>Type</u>	<u>Length</u>	<u>Thickness</u>	
Die	96"	10"	42"	Die	108"	12"	60"
Base	108"	16"	8"	Base	158"	18"	12"

6.19 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.

6.20 Inserts and Emblems: Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on Monuments.

6.21 Pictures, Etchings and Photographs on Monuments: The Cemetery requires the written consent of the Interment Rights Holder(s) prior to the placement of any pictures, etchings or photographs on the Monument. 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 on Monuments should the pictures, etchings or photographs become lost, faded, cracked, damaged, or need to be removed.

6.22 Pillow/Hickey Memorials: These particular style memorials are allowed throughout the Cemetery. There are restrictions on the location of a pillow/hickey memorial depending on section. The size of these memorials varies as well, please consult with the Cemetery.

6.23 Lanterns and Vases: Bronze, granite or stainless steel lanterns and vases may be attached to the Monument. Lanterns must be made of an unbreakable, heat-resistant glass or of a fire-resistant plastic material, and must be installed a minimum separation of one (1) inch from the Monument Die.

Lanterns must be fully enclosed on all sides by means of a door or lid.

C. Markers

6.24 Marker Materials: All Markers must be made of bronze or granite material. No concrete is allowed . See section 6.1 for bronze components.

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, 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.

Granite Markers: Granite Markers shall be four (4) inches in thickness. A vase may be incorporated into the marker, 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.

6.25 Types of Markers: The Cemetery may specify certain Gravesites on which only bronze Markers or granite Markers may be installed.

6.26 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.

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

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

St. Peter's Cemetery Flat Marker Sections are as follows: Section Q and Section P Granite and Bronze. These sections allow for flat bronze or granite markers only, flush to the ground. All markers must be approved by the Cemetery prior to manufacturing..

St. Peter's Cemetery: Old Sections: The location of the memorials is determined by the section, existing conditions of the section and is consistent with the area. Monuments may be allowed, markers flat with the ground or sitting to a maximum of 4 inches above ground are allowed as well as Pillow/Hickey memorials. There may be cases to install a memorial to match an existing memorial. Approval must be granted by the Cemetery prior to manufacturing.

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Only granite and bronze is allowed for any new installation even if concrete is there presently. The minimum and maximum sizes stated in 6.27 apply.

6.28 Second Flat Marker: In certain cases, a second flat marker may be required to memorialize a burial of cremated remains on an adult site. The minimum size is required providing it fits in the designated area. The second marker will be installed next to the existing marker where possible.

6.29 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 of 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.

6.30 Pictures, Etchings and Photographs on Markers or Vases: The Cemetery requires the 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 notification.

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

6.31 Memorial Tree Program: Trees purchased through the Memorial Tree Program supplied only by the Cemetery are allowed. The Cemetery reserves the right to dedicate areas for planting as well as determining the species of the trees within the Cemetery. The bronze plaque will follow the approved standard layout of all Memorial Tree Program plaques.

6.32 Memorial Bench Program: Benches purchased through the Memorial Bench Program supplied only by the Cemetery are allowed. The Cemetery reserves the right to dedicate areas for placement of the benches within the Cemetery. All Memorial Bench Programs come with a bronze plaque or engraving on the front. The bronze plaque will follow the approved standard layout of all Memorial Bench Program plaques.

Memorial Benches are not to be used in place of a memorial.

D. Private Mausoleums, Family Estate Columbariums and Other Architectural Structures placed in the Cemeteries

6.33 Private Mausoleums, Family Estate Columbariums and other Architectural Structures: The exterior of all structures must be constructed of granite material.

6.34 The Cemetery and Government Approval Required: Approval from the Cemetery and the governing municipality and provincial governments is required prior to construction.

6.35 Set Back From Existing Interment Rights Required: Private Mausoleum, Family Estate Columbariums and Other Architectural Structures greater than 2 m (6.6 ft) in height and 15 cu m (529.72 cu ft) in volume cannot be constructed immediately adjacent to existing Gravesites. Governing provincial legislation requires a minimum setback of 4.57 m (15 ft) between a Private Mausoleum and existing Gravesites. Local Municipal Building Codes must be complied with.

Other Architectural Structures will be reviewed on a site specific basis.

Site specific restrictions will be described in detail within the contract between the Interment Rights Holder and the Cemetery. Included in the contract will be a site survey including all details including site boundaries, building location, sidewalks or patios, fences and gardens. The survey will identify adjacent buildings, roadways or any other cemetery features. Any known setbacks will be included. This survey will include a key diagram identifying the exact location within the cemetery and reference to the municipality governing the Cemetery. True north will also be highlighted. This survey plan will be prepared and signed by an Ontario Land Surveyor.

6.36 The Cemetery Approval of Structure Required: The Cemetery reserves the right to review, amend and has final approval of all design and structural drawings for Private Mausoleums and other Architectural Structures placed in the Cemetery. All design and structural drawings must be stamped by an Ontario Licensed Professional Engineer. The Cemetery reserves the right to charge a fee for the required design and structural drawings review process.

6.37 All General Contractors are chosen by the Cemetery: The Cemetery reserves the exclusive right to review, qualify and choose all general contractors with a formal contract developed between the General Contractor chosen and the Cemetery. The General Contractor must abide by all Cemetery By-laws and more specifically the Contractor By-laws outlined in Section 12.

6.38 Mausoleum Footings and Foundations: The Cemetery reserves the exclusive right to review, amend and approve the footings and foundations. These structural drawings must be stamped by an Ontario Licensed Professional Engineer. A charge for this service will be collected from the Interment Rights Holder prior to the start of construction.

7.0 CARE OF BURIAL RIGHTS

7.1 General Care of Burial Rights: Income from the Care and Maintenance portion of the Interment Right purchase is trusted in a fund according to the Funeral Burial and Cremation Services Act, 2002 and used to maintain, secure and preserve the Cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- Re-levelling and sodding or seeding of Gravesites;
- Maintenance of cemetery roads, sewers and water systems;
- Maintenance of perimeter walls and fences;
- Maintenance of cemetery landscaping;
- Maintenance of mausoleums and columbariums;
- Repairs and upkeep of cemetery maintenance buildings and equipment.

To the extent that income from the Memorial Care and Maintenance Fund permits, the Cemetery will stabilize, and secure Markers and Monuments within the Cemetery.

The planting or trimming of trees and shrubs on existing individual Gravesites, preparation of flower beds, cleaning of memorials, and other special services are deemed to be additional to services outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the Cemetery office. Any of the above mentioned will be removed by the cemetery if they interfere with cemetery work or appear to be a safety hazard without notification. This excludes Private Family Estates.

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The Cemetery reserves the right to remove any plant material that has become unsightly, neglected, overgrow the Memorial, or infringe on an adjacent Gravesite, the plant material will be removed by the Cemetery without notification.

Interment Rights Holder(s) understand that plant material may have to be removed to facilitate a Burial within a Gravesite.

7.2 Planting and Care of Burial Rights: Pruning of dwarf trees and shrubs and maintenance of flowerbeds on existing Gravesites where allowed is not looked after under the general care and maintenance of the Cemetery. Flowerbed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the Interment Rights Holder(s).

Gardens, where allowed in Upright Monument Sections, may be planted 18 inches in front of the base of a monument and may be as wide as the base of the monument.

7.3 Hazardous Items: No items are permitted that if they were damaged would become a safety hazard such as glass, plastic or light metal material. They will be removed by the Cemetery without notification.

7.4 Planting Restrictions: Only trees purchased through the Memorial Tree Program are allowed, see section 6.31.

7.5 Borders, Fences, etc.: No borders, fencing, railing, walls or ledgers are allowed.

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.

8.0 ARTICLES PLACED ON INTERMENT RIGHTS

8.1 General: The Cemetery is committed to supporting a broad array of religious and ethnic preferences and is diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

The Cemetery reserves the right to regulate the articles placed on Gravesites that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general cemetery

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operations, or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, 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, ceramics, or corrosive metals;
- loose stones or sharp objects;
- trellises or arches;
- chairs
- benches - unless purchased through the memorial bench program, see section 6.32.
- Rose bushes, shepherd hook plant hangers

8.2 Temporary Wooden Crosses: Temporary Wooden Crosses are not permitted.

8.3 Candles, Incense or Flammable Articles: Lighted candles, incense, oil lamps or other flammable articles are not permitted.

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

The Cemetery may remove at its sole discretion, any such article and dispose of it without notification.

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 to define the perimeter of a Gravesite are not allowed, and will be removed and disposed of by the Cemetery without notification.

8.5 Fresh Flowers on Cemetery Grounds: Only fresh flowers, placed in approved bronze/metal flower vase adjacent to the memorial are permitted between April 1st to October 31st of each year . Fresh flowers that have become unsightly and empty flower vases that cannot be turned down into the ground in a 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 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

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grounds for spring, we ask that you remove your winter wreath(s) and solar light(s) prior to March 31st. Wreaths and Solar Lights not removed by March 31st will be removed and disposed of by the Cemetery without notification.

8.7 Hanging Baskets: Hanging baskets are not permitted.

8.8 Responsibility for Articles: Articles placed on Gravesites, Mausoleum Crypts or 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 articles placed within the Cemetery.

Articles left on Gravesites during the winter months are subject to deterioration and damage, and impede cemetery operations. It is recommended that Interment Rights Holders remove all articles and tokens of remembrance from the Gravesite during the winter months.

9.0 MAUSOLEUM CRYPTS

9.1 Number of Entombments in a Crypt at St. Peter's:

There shall be no entombment or inurnment in a crypt that has been already sealed.

- **Single Crypt** – Not more than one casket shall be placed in a single crypt.

Only one cremated remains may be interred in a single crypt in addition to the casket but only prior to or simultaneous with the interment of such casket. Failing this, a crypt may only be opened with the prior permission of the Medical Officer of Health or equivalent authority and the Interment Rights Holder(s). All cost shall be borne by the party authorizing the disinterment or re-opening procedure. The placement of the cremated remains will depend on the space available after the casket interment.

A maximum of two cremated remains may be interred in a single crypt in which no casket has been or will be placed. The two cremated remain interments do not have to be done simultaneously.

- **Tandem Crypt(True Companion)** – Not more than two interment rights shall be placed in a tandem crypt. Combinations are as follows:
 - two full caskets;
 - one full casket and one cremation;
 - two cremations.

- **Double Crypt** – Not more than two caskets shall be placed in a double crypt. Combinations are as follows:
 - two full caskets;
 - 1 full casket and one cremation per crypt unit, only if entombed simultaneously;
 - two cremations per crypt unit, where no casket has been or will be placed.

9.2.Payment Terms are cash or within 30 days of time of use of the Interment Rights

Where sales are pre-arranged on the time payment plan, and a death occurs, terms are cash or within 30 days or time of use of the Interment Rights. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

9.3 Furniture All furniture in the mausoleums will be positioned at the discretion of the Cemetery and only by the Cemetery. Any furniture not purchased by the Cemetery will be removed without notification.

9.4 Sealing after Entombment: Only the Cemetery may open and seal Crypts for Entombments. This applies to the inside sealer and the crypt front.

9.5 Witnessing an Entombment: The Entombment of remains 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.

9.6 Crypt Inscriptions and Adornments on Memorials Owned by the Cemetery: To ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all crypt fronts or install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, and ceramic or photoplex pictures within bronze frames on crypt fronts. Approved samples are on display at the Cemetery office. Any unauthorized adornment or emblem will be removed and disposed of without notice and at the expense of the Interment Rights Holder(s). No persons other than the Cemetery shall remove or alter crypt fronts.

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Eternal Light or Bronze Vase: A maximum of two accessories may be added to the crypt plaque, an eternal light or bronze vase. A bronze ring holder with a cross design on the front. The vase shall be a bronze colour 7.5 inches in length, an opening of 4 inches at the top with the bottom of 1.5 inches.

Porcelain, Ceramic or Photoplex Pictures: Only porcelain, ceramic or photoplex pictures, not exceeding 9 cm wide x 12 cm high, in oval shape, together with a bronze frame, not exceeding the exterior dimensions of 10 cm wide x 13 cm high, will be permitted on Crypts. No pictures or frames may be attached to the crypt except those approved by the cemetery.

**Holy Family Mausoleum:
Phase 1, 2 & 3**

These phases of Holy Family Mausoleum shall have bronze letters.

All crypt lettering and accessories shall be manufactured in the same approved design, colour, size and layout to ensure quality control, desired uniformity and standard workmanship. All lettering must be presented to the Cemetery prior to installation for approval. The Cemetery reserves the right to drill or place all bronze lettering on crypt shutters

Bronze Vase/Light Combination: Vase/Light Combinations with electric wiring are pre-installed in designated areas.

Crypt Letters and Applications: All letters and applications shall be of bronze material. The number, size and placement shall be determined by the size of the crypt shutter.

Porcelain, Ceramic or Photoplex Pictures: Only porcelain, ceramic or photoplex pictures, not exceeding 9 cm wide x 12 cm high, in oval shape, together with a bronze frame, not exceeding the exterior dimensions of 10 cm wide x 13 cm high, will be permitted on Crypts. No pictures or frames may be attached to the crypt except those supplied by the cemetery.

Holy Family Mausoleum: Exterior Crypts:

Holy Family Mausoleum shall have engraving on the crypt shutters.

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All engraving shall be manufactured in the same approved design, colour, size and layout to ensure quality control, desired uniformity and standard workmanship. All engraving must be presented to the Cemetery prior to installation for approval. The cemetery reserves the right to engrave, drill or inscribe on all crypt fronts.

All crypt shutters are engraved with a Roman Style inscription with white litho paint.

Eternal Light or Bronze Vase: A maximum of one accessory may be added to the crypt shutter, an eternal light, bronze vase or vase/light. Eternal lights must be connected/wired in and be of a rectangular shape with cross on top. Eternal light may be locking or non-locking. The bronze vase shall be in two pieces. A bronze ring holder with a cross design on the front. The vase shall be a bronze colour 7.5 inches in length, an opening of 4 inches at the top with the bottom of 1.5 inches.

Porcelain, Ceramic or Photoplex Pictures: Only porcelain, ceramic or photoplex pictures, not exceeding 9 cm wide x 12 cm high, in oval shape, together with a bronze frame not exceeding the exterior dimensions of 10 cm wide x 13 cm high, will be permitted on Crypts. If a picture frame is not used, the photo must be embedded into the crypt front. No pictures or frames may be attached to the crypt except those approved by the cemetery.

9.7 Floral Arrangements from Funeral Services: Floral tokens from services may be placed in a designated area outside the Mausoleum and will be removed and disposed of the same day without notification.

9.8 Floral Arrangements on Outdoor Crypt Fronts: Artificial and fresh cut flowers in vases attached to Crypts are permitted any time provided that they do not encroach on adjacent Crypts. Artificial and fresh cut flowers that have become unsightly will be removed and disposed of without notification.

9.9 Floral Arrangements on Indoor Crypt Fronts: Only artificial flowers are permitted and only in the bronze vase or electrical vase/light combination unit attached to the crypt. Floral tokens must not encroach on adjacent Crypts. Live or cut flowers are not permitted. Artificial flowers that have become unsightly will be removed and disposed of by the Cemetery without notification.

9.10 Floral Arrangements on Tables inside Mausoleums: Floral arrangements are sometimes placed on the tables throughout the mausoleums for special occasions. Please attach your name and date to the arrangements. They may be removed at the discretion of the cemetery with no notification. Only one (1) floral arrangement is allowed per deceased.

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9.11 Personal Mementos: Up to two (2) small personal mementos (no more than 3 inches in overall size for crypts) may be allowed if incorporated into the floral arrangement. Examples of this can be a small wallet photo, medallion or ribbon. The personal memento(s) shall not encroach on adjacent Crypts.

9.12 Rosary: One traditional rosary wrapped around the light or vase is acceptable. The rosary shall not encroach on adjacent Crypts.

9.13 Cards/Poems: Cards/Poems may only be displayed for durations of one week prior to and one week after the following occasions: Christmas, Easter, Mother's Day and Father's Day. For birthdays, wedding or death anniversaries, kindly note the date of the

anniversary on the front of the card in order to alert cemetery staff (same duration applies). No musical greeting cards permitted.

9.14 Articles on Floor/Ground: Any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed in any part of the Mausoleum. Prohibited articles will be removed and disposed without notification.

All other articles to the crypt which is not covered in Sections 9.8 – 9.15 will be removed and available for pick-up at the cemetery office. These items will be kept for a period of 60 days, after which they will be disposed without notification. The cemetery assumes no responsibility for the loss of, or damage to items removed from the mausoleum under these circumstances.

9.15 Security: Interment Rights Holders and the public are encouraged to visit the Mausoleum during posted Cemetery visitation hours. Where a key is provided, Interment Rights Holders will receive three (3) keys to the Mausoleum per crypt or niche at the time of purchase. Additional/replacement keys may be purchased from the Cemetery office for a minimal fee.

9.0 NICHE COLUMBARIUMS

10.1 Number of Inurnments in a Niche at St. Peter's Cemetery

Single Niche – Only one inurnment of cremated human remains is permitted within a Single Niche

Double Niche – A maximum of two inurnment of cremated human remains is permitted within a Double Niche.

Family Niche – A maximum of three inurnments of cremated human remains is permitted within a Family Niche.

10.2 Payment: Terms are cash or within 30 days of time of use of the Interment Rights.

Where sales are pre-arranged on the time payment plan, and a death occurs, terms are cash or within 30 days of time of use of the Interment Rights. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

10.3 Sealing after Inurnment: Only the Cemetery may open and seal Niches for Inurnments. This applies to the inside sealer and the Niche front.

10.4 Witnessing an Inurnment: The Inurnment of remains 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 on Memorials Owned by the Cemetery:

To

ensure quality control, desired uniformity and standard of workmanship, the Cemetery reserves the right to inscribe all niche fronts or install all bronze lettering, bronze plaques, bronze vases, bronze adornments, bronze emblems, porcelain, ceramic or photoplex pictures, bronze frames and bronze stands on marble niche fronts or within glass niche fronts. Approved samples are on display at the Cemetery office. Any unauthorized adornment or emblem 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.

Holy Family Mausoleum: Niche Columbariums - Interior
Phase 1 Phase 2 Phase 3

All niches are of either Marble or Glass Front.

Marble Front Niches: Marble Front Niches may contain urn(s) of any material.

Marble Front Niches shall have a Niche Wreath or bronze lettering. All Niche Wreaths or bronze lettering shall be manufactured in the same approved design, colour, size and layout to ensure quality control, desired uniformity and standard workmanship. All Niche Wreaths or lettering layouts must be presented to the Cemetery prior to installation for approval. The cemetery reserves the right to provide all niche plaques or bronze lettering.

Niche Wreaths: All niche wreaths shall be of bronze material.

Porcelain, Ceramic or Photoplex Picture: A porcelain, ceramic or photoplex picture, along with a bronze frame is permitted, where room allows. No picture or frame may be attached to the niche except those approved by the cemetery.

Bronze Vase: One small bronze niche vase may be installed per niche.

Glass Front Niches: Glass Front Niches may contain only bronze, brass, glass, granite or marble Urn(s). Urns not made of these materials will not stand the test of time; therefore, the Cemetery assumes no responsibility for the deterioration of any urn purchased which was not manufactured of these materials. If the Urn(s) is not purchased through the Cemetery, it must be approved prior to inurnment taking place.

The engraving of urns shall either be on the bronze urn, on a bronze plate which will attach to the bronze urn or on a bronze plate which will be placed on a bronze stand in the niche. All engraving must be presented to the Cemetery prior to installation for approval.

Bronze Vase: One small bronze niche vase may be installed per niche.

Porcelain, Ceramic or Photoplex Picture: A porcelain, ceramic or photoplex picture, on a bronze stand is permitted. No picture or frame may be placed inside the niche except those approved by the cemetery.

An etched picture/plaque on a bronze stand is also permitted.

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A limit of two (2) personal mementos will be permitted per inurnment. The Cemetery must approve each item prior to its placement in the Niche, this will be done prior to the inurnment date. The Cemetery must supervise the insertion and/or removal of item into or out of the Niche. The Cemetery reserves the exclusive right to open and close the Niche, and requires the written permission of the Interment Rights Holder before the placement of the article within the Niche. The opening and closing charge will apply should the Interment Rights Holder(s) wish to remove or change the item or article within the Niche.

Grandfather Clock Niches: The Grandfather Clock style niches are placed throughout Holy Family Mausoleum and are of Glass Front.

Grandfather Clock Niches may contain marble, granite, glass, brass or bronze Urn(s). Urns not made of such material will not stand the test of time; therefore, the Cemetery will assume no responsibility for the deterioration of any urn purchased which was not manufactured of such material.

A maximum of three inurnments of cremated human remains is permitted within the Grandfather Clock.

A limit of two (2) personal mementos will be permitted per inurnment. The Cemetery must approve the items prior to their placement in the Clock, this will be done prior to the inurnment date. The Cemetery must supervise the insertion and/or removal of item into or out of the Clock. The Cemetery reserves the exclusive right to open and close the Clock, and requires the written permission of the Interment Rights Holder before the placement of the article(s) within the Clock. The opening and closing charge will apply should the Interment Rights Holder(s) wish to remove or change the item(s) or article(s) within the Clock.

Granite Front Niches: Granite Front Niches may contain urn(s) of any material.

Some niches are Granite Front and shall have engraving. All engraving shall be manufactured in the same approved design, colour, size and layout to ensure quality control, desired uniformity and standard workmanship. All engraving must be presented to the Cemetery prior to installation for approval. The cemetery reserves the right to engrave on all granite front niches.

All niche shutters are engraved with a Roman Style inscription with white litho paint.

Bronze Vase: One small Bronze Niche Vase may be installed per niche.

Porcelain, Ceramic or Photoplex Pictures: A porcelain, ceramic or photoplex picture, along with a bronze frame is permitted. No picture or frame may be attached to the niche except those approved by the cemetery.

10.6 Floral Arrangements from Funeral Services: Floral tokens from services may be placed in a designated area outside the Mausoleum and will be removed and disposed of the same day without notification.

10.7 Floral Arrangements on Outdoor Niche Fronts: Artificial and fresh cut flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial and fresh cut flowers that have become unsightly will be removed and disposed without notification.

10.8 Floral Arrangements on Indoor Niche Fronts: Only artificial flowers are permitted and only in the bronze vase attached to the Niche. Floral Tokens must not encroach on adjacent Niches. Live or cut flowers are not permitted. Artificial flowers that have become unsightly will be removed and disposed of by the Cemetery without notification.

10.9 Floral Arrangements on Tables inside Mausoleums: Floral arrangements are sometimes placed on the tables throughout the mausoleums for special occasions. Please attach your name and date to the arrangement. They may be removed at the discretion of the cemetery without notification. Only one (1) floral arrangement is allowed per deceased.

10.10 Personal Mementos: Up to two (2) small personal mementos (no more than 2 inches in overall size) for niches may be allowed if incorporated into the floral arrangement. Examples of this can be a small wallet photo, medallion or ribbon. The personal memento(s) shall not encroach on adjacent Niches.

10.11 Rosary: One traditional rosary wrapped around the vase is acceptable. The rosary shall not encroach on adjacent Niches.

10.12 Cards/Poems: Cards/Poems may only be displayed for durations of one week prior to and one week after the following occasions: Christmas, Easter, Mother's Day and Father's Day. For birthdays, wedding or death anniversaries, kindly note the date of the anniversary on the front of the card in order to alert cemetery staff (same duration applies). No musical greeting cards permitted.

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10.13 Articles on Floor/Ground: Any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed in any part of the Mausoleum. Prohibited articles will be removed and disposed without notification.

All other articles added to the niche not covered in Sections 10.8 – 10.15 will be removed and be available for pick-up at the cemetery office. These items will be kept for a period of 60 days, after which they will be disposed without notification. The cemetery assumes no responsibility for the loss of, or damage to items removed from the mausoleum under these circumstances.

10.14 Security: Interment Rights Holders and the public are encouraged to visit the Mausoleum during posted Cemetery visitation hours. Where a key is provided, Interment Rights Holders will receive three (3) keys to the Mausoleum per contract at the time of purchase. Additional/replacement keys may be purchased from the Cemetery office for a minimal fee.

10.15 Outdoor Niche Columbariums: Outdoor Niche Columbariums are located within different sections of the Cemetery and are of Granite Front. The Outdoor Niche Columbariums may contain urn(s) of any material.

Niche Plaque: These Columbariums are memorialized and memorials vary in size. 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 Plaques must be presented to the Cemetery prior to installation for approval. The cemetery reserves the right provide all niche plaques.

Bronze Vase: Only one bronze niche vase may be added to the Niche Plaque.

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.

11.0 MEMORIAL AND PRODUCTS NOT PURCHASED THROUGH THE CEMETERY, DELIVERY OF MEMORIALS AND PRODUCTS TO THE CEMETERY

11.1 General: All paperwork and prescribed fees are required by the Cemetery prior to any acceptance of memorials or products. All paperwork and prescribed fees shall be arranged at the St. Peter's Cemetery office by the individual holding the correct permission/authority to arrange the memorial purchase.

The Interment Rights Holder(s)/legal representative(s) must visit the Cemetery and provide authorization and proof of identification and sign paperwork prior to any memorialization being installed.

The cemetery reserves the right to determine the allowable memorial type & size in each cemetery section

Families must contact the cemetery directly to contract for all Foundations, Installations & Care and Maintenance for memorials purchased from outside memorial suppliers

For monument installation and inscription completion, outside memorial suppliers should contact the cemetery 24 hours in advance of their arrival at the Cemetery and may only be on the Cemetery grounds during regular business hours.

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

Any memorial which is above ground is considered a monument and pays the prescribed fees. Any foundation or installation fees must be paid at the cemetery and a contract must be written with the family.

11.2 Markers: The installation of all markers shall be performed by the Cemetery.

All Markers shall be delivered to the St. Peter's Cemetery service area as directed by the Cemetery for installation. Unless otherwise notified by the Cemetery, Markers shall not be delivered for the period of November 1st through March 31st of each year as weather does not permit their installation on the Gravesite.

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

No Markers shall be installed until the prescribed Installation fee and Care and Maintenance fee are paid in full at the St. Peter's Cemetery office.

All Markers will be installed within 20 business days of acceptance, weather permitting.

11.3 Monuments: The installation of all Monuments shall be performed by the Monument Dealer on a completed concrete Monument Foundation, installed by the Cemetery. The Monument may also be installed by the Cemetery as required, installation fee will apply.

All Monuments shall be delivered to St. Peter's Cemetery as directed by the Cemetery for installation. Unless otherwise notified by the Cemetery, Monuments shall not be delivered for the period of November 1st through March 31st of each year as weather does not permit their installation on the Gravesite.

No Monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed by the Cemetery.

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.

All foundations will be installed within 30 business days of acceptance, weather permitting.

11.4 Products: The installation of all products shall be performed by the Cemetery with the exception of memorial engraving and pictures and bronze frames.

The Cemetery requires 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.

12.0 CONTRACTOR

12.1 Contractor Pre-approval Required Before Working: Any contract work to be performed within the Cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery 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, the location of the work to be performed. It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the Gravesite to perform the work.

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

Contractors who begin work within the Cemetery without first obtaining all proper authorizations contained herein will be asked to leave the property.

12.3 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 within the Cemetery until written proof of Coverage has been provided to the Cemetery.

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

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12.5 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.

12.6 Contractor Hours of Work: Contractors will be permitted to complete their work during general business hours, unless approved by Cemetery.

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 or public gathering within the Cemetery.

12.7 Contractor Attire and Conduct: Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour, and attire. Shirts with sleeves, long pants and CSA approved safety boots and hats must be worn at all times. Contractors who fail to comply with the required attire will be asked to leave the Cemetery grounds. Contractors must also adhere to and comply with the Cemetery's Code of Conduct.

12.8 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. All work sites must be secured when left unattended.

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For Information



ST. PETER'S CEMETERY
AND
HOLY FAMILY CHAPEL MAUSOLEUM

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