

# **Cemetery By-Laws**

**St. Michael Corkery**

**(V2: October, 2018)**

**(OTTAWA-CARLETON) CARP, ONTARIO**

**License # 3291393 – 02974**

**St. Michael Corkery Cemetery is a Catholic cemetery  
and is owned by  
the Roman Catholic Episcopal Corporation of Ottawa**

**OTTAWA, ONTARIO**

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## **PREAMBLE**

St. Michael Corkery Cemetery (Ottawa-Carleton), in presenting these by-laws, wishes to underline that they are not enacted solely for its own benefit, but also to protect the interest of the Interment Rights Holders; to enhance the beauty of the Cemetery; and to provide an effective administration.

The reader is referred to the Certificate of Interment Rights wherein it is stipulated that all Holders covenant to conform

- i) to the actual by-laws of the Cemetery and to all amendments or new regulations that may hereafter be enacted; and
- ii) to the provisions of Funeral, Burial and Cremation Services Act, 2002, and its Regulations.

## **PURPOSE OF THE CEMETERY**

The cemetery is a place set aside to be used for the interment of human remains. It includes land and other structures intended for the interment of human remains.

In the very earliest days, the Roman Catholic Church found it necessary to make rules and regulations which would protect the sacred places and relics laid therein. The Church could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty or bring dishonour to the dead.

The word "Cemetery" recalls our faith in Christ, and reveals His promises. It means "The Sleeping Place". Hence, Catholics revere the cemetery and are particularly solicitous that it shall be well kept and protected from desecration.

## **PART A: DEFINITIONS**

These definitions supplement the definitions listed in the Funeral, Burial and Cremation Services Act, 2002 (the Act) but do not in any way interfere or intend to interfere with their meaning.

1. "Administrator" designates the person appointed by the Cemetery to oversee the administration of the cemetery.
2. "Base stone" means the structure upon which rest the die stone.
3. "Body" means the body of a deceased person.
4. "Burial Permit" means a permit issued by the Division Registrar.
5. "By-laws" means the rules and regulations which govern the operation of the Cemetery.
6. "Care and Maintenance Fund" (formerly called "Perpetual Care Fund") It is a requirement under the FBCSA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance 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.
7. "The Act" means The Funeral, Burial and Cremation Services Act, R.S.O. 2002, Chapter 33 and Regulations. (FBCSA)
8. "Cemetery" means St. Michael Corkery Cemetery (Ottawa-Carleton), a corporation without share capital incorporated under the laws of the Province of Ontario, and refers to the land and building(s) upon which the Cemetery provides the interment of human remains.
9. "Certificate of Interment Rights" The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
10. "Church" means the Roman Catholic Church in the Archdiocese of Ottawa.
11. "Columbarium" means a structure used for the interment of cremated human remains.
12. "Contract" means a sales contract, which is the document used to identify the purchase of interment rights, or cemetery supplies, or cemetery services according to provisions under the Act.

13. "Cornerstone" means any stone or other marker set flush with the surface of the ground and used to indicate the location of a lot or plot.
14. "Cremated remains" means the residue after cremation of the body and of the casket or container in which the body was received.
15. "Crematorium" means a building fitted with the proper appliances for the purpose of the cremation of human remains.
16. "Crypt" means a compartment provided for the entombment of human remains in a mausoleum.
17. "Die stone" means the main component of the upright marker, that is, that which rest on the base stone.
18. "Entombment" means the interment of human remains in a crypt.
19. "Foundation" means the below-ground concrete structure upon which rests the base stone.
20. "Grave" means an in-ground burial space.
21. "Indicator" (lot indicator) means an identifier set flush with the surface of the ground or set on the wall at the Mausoleum and used to indicate the location of a lot.
22. "Interment" means a burial of human remains and includes the placing of human remains in a lot.
23. "Interment Right" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.
24. "Interment Rights Holder" means a person designated to hold the right to inter human remains in a specified lot.
25. "Inurnment" means the interment of cremated remains in a niche of a columbarium.
26. "Lot" and "Plot":
  - "Lot" means an area of land in the Cemetery containing or set aside to contain human remains, and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium.
  - "Plot" means two or more lots which the rights to inter have been sold as a unit.

27. "Marker" means any monument, tombstone, plaque, headstone, cornerstone, inscription, lettering or other structure or ornament affixed to or intended to be affixed to a burial lot.
- a. "Flat Marker" means any marker set flush with the surface of the ground
  - b. "Upright Marker" means any marker projecting above the ground.
28. "Mausoleum" means a building or structure used for the purposes of interment.
29. "BAO" means The Bereavement Authority of Ontario and "Ministry" means the Ministry of Government and Consumer Services of Ontario
30. "Niche" means a compartment within a columbarium for the burial of cremated remains.
31. "Office" means the administration office of St. Michael Corkery Cemetery located at 1560 Corkery Road, Carp, Ontario
32. "Owner" means the Roman Catholic Episcopal Corporation of Ottawa
33. "Plan" means the plan of the Cemetery approved by the Ministry of Government and Consumer Services of Ontario and/or by The Bereavement Authority of Ontario.
34. "Price List" means the schedule of fees and charges, filed and approved by the Owner, which the Cemetery shall use for the sale of interment rights and cemetery services and supplies.
35. "Regulations" means "Regulations made under the Act".
36. "Superintendent" means the person appointed by the Cemetery to supervise the overall maintenance of the cemetery.
37. "Urn" means any container used to hold cremated human remains.



## **PART B: SALES OF INTERMENT RIGHTS, CEMETERY SUPPLIES AND SERVICES**

### **SELLING:**

1. No person shall sell Interment Rights or cemetery supplies or cemetery services unless specifically authorized by the Cemetery.
2. Interment Rights in lots may be purchased at the Office in accordance with the plans approved by the BAO and which are on file in this Office.

### **PRICES AND TERMS:**

3. All prices for interment rights and services shall be as set out in the most recent Price List filed and approved by the Owner. The selling price for interment rights shall include the applicable portion for deposit to the Care and Maintenance Fund of the cemetery.
4. The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act, as follows:
  - i. In the case of an in-ground grave of 24 sq.ft or larger, the greater of 40% of the selling price or \$250.00;
  - ii. In the case of an in-ground grave of less than 24 sq.ft, the greater 40% of the selling price or \$150.00;
  - iii. In the case of a crypt in a mausoleum, the greater of 20% of the selling price or \$500.00;
  - iv. In the case of a niche or compartment in a columbarium, the greater of 15% of the selling price or \$100.00.
5. All interment rights, cemetery services, and cemetery supplies shall be paid in full at the time of purchase. Under certain circumstances, a term payment plan may be arranged between the Purchaser and the Cemetery. Such arrangement shall not provide for terms in excess of twelve (12) months. The total amount is due, however, when a burial is required.
6. If the purchaser fails to make payment(s) to the Cemetery as required under the contract, all future payments, if applicable, shall immediately become due and payable and shall bear interest at a rate specified in the contract until payments in full have been made. In the event of default, notice of termination of the contract may be given by the Cemetery to the purchaser. All expenses of collection, including court costs and reasonable lawyer fees incurred by the cemetery in pursuing the claim against the purchaser will be paid by the purchaser.
7. Purchasers of interment rights in lots acquire only the right and privilege of interment (burial) of the dead and direct the associated

memorialization. The registration of these rights by way of deposit or otherwise in a Registry or Land Titles office is not permitted.

8. A contract for the purchase of interment rights includes the right of the interment rights holder to resell his rights to the Cemetery or to a third party. The resale of interment right is permitted only if no interment rights were used on the specified lot or plot, an interment rights holder may not sell his rights at a higher price than the current price for equivalent rights within the Cemetery. Any transfer or resale of rights must be done in the presence of an authorized employee of the Cemetery. The new purchaser must conform to the By-laws of the Cemetery. Administrative fees may apply.
9. A contract for the purchase of pre-need supplies and services includes the following cancellation rights:
  - i. The purchaser has the right to cancel the contract within 30 days following the day the contract is made;
  - ii. The purchaser's right to cancel survives the 30 day period until such time as the owner provides the cemetery supplies and/or services. However the purchaser must pay a service fee as stated under the Act if this right to cancel the contract is exercised more than 30 days after the contract is made. Such service fee is the lesser of 10 percent of the amount paid by the purchaser for the pre-need services and supplies, together with any income earned by the owner since the purchase or \$350.
10. No marker (monument, memorial) shall be erected until the Certificate of Interment Rights has been issued.
11. Sub-division of a multiple grave plot into multiple single grave lots  
The cemetery may allow that a multiple grave plot be subdivided into single grave lots, if the following conditions are present:
  - The actual Interment Rights Holder of the multiple grave plot make a formal request to the cemetery;
  - AND some grave (s) in the multiple grave plot have not been used for any burial, given that a single grave lot has the minimum size of 3ftx9ft;
  - AND that there is no monument or marker on each of those unused graves, but there would be a physical possibility to install a foundation and a monument on each of those unused graves;
  - AND that the actual Interment Rights Holder pays the administrative fees, as defined in the cemetery's price list, to proceed with the subdivision;

If the Cemetery consents to the subdivision, the multiple grave plot will be subdivided into single grave lots registered with a distinct lot number; the actual Certificate of Rights for the multiple grave plot will be voided and the Cemetery will issue a new Certificate of Rights for each lot resulting from the

subdivision to the Actual Interment Rights Holder. Administrative fees may apply.

12. Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and in compliance with the Act.

13. Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment save and except for direct loss or damage caused by gross negligence of the cemetery.

**DOCUMENTATION:**

14. The Cemetery shall provide each Interment Rights Holder at the time of sale with:
- i) A copy of the contract to purchase
  - ii) A copy of the Cemetery by-laws;
  - iii) A copy of the documents required by the Act;
  - iv) And, upon payment in full, a Certificate of Interment Rights.

**OTHER INFORMATION:**

15. The Interment Rights Holder shall notify the Cemetery of any changes in mailing address.
16. Notices specified by any by-law or legislation shall be given in person or by mail or by other means to the Interment Rights Holder or the legal representative at the last postal address appearing in the records of the Cemetery.
17. Interment Rights in a lot or plot may not be purchased by an association, a partnership or a corporation. This provision shall not apply to interment rights purchased by a religious organization affiliated or approved to the Roman Catholic Church or by the Department of Veterans Affairs for the interment of its members. Only one person can be registered as the Interment right holder on a lot or a plot.

## **PART C: TRANSFER OF INTERMENT RIGHTS**

### **1. NOTICE:**

a) The Interment Rights Holder may transfer the Interment Rights by gift, bequest or other transfer, or by resale, if no interment rights have been used on the lot.

b) The transfer of Interment Rights or any interest therein shall be binding upon the Cemetery only upon receipt of written notice by the Cemetery specifying the name and address of the transferee and the date of transfer. Upon the receipt of such notice and the return of the original Certificate of Interment Rights, the Cemetery shall record the transfer and issue a new Certificate of Interment Rights. The fee for the transfer shall be as prescribed in the Price List.

c) No transfer shall be made until all monies pertaining to the purchase of interment rights as shown on the contract have been paid in full.

### **2. PROOF OF INHERITANCE:**

a) As soon as possible after the death of an interment rights holder, ("holder"), the matter of future ownership and authorizations as to permission for further burials should be taken up with the Cemetery. In general, it has to be dealt with in much the same way as the deceased person's other item of the estate. The governing document will be the deceased's Will which appoints an executor and which may contain specific directions.

b) In cases of transfer of ownership of Interment Rights by will or bequest, the Cemetery shall reserve the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.

c) Where the Holder dies intestate or where by the term of his will, he bequeaths the Rights to more than one person, and where the said Holder has made no provision during his lifetime for the transfer of interest of the Rights, the Cemetery reserves the right to refuse to register as Holder the names of all next-of-kin entitled to the assets of the Holder on such intestacy or, in the case of a will, in the names of more than one beneficiary. In such cases, the legal representative of the deceased Holder, (but if a legal representative is not appointed by the Surrogate Court, than the next-of-kin) shall by document in writing designate the name of the person in whose name the Rights are to be registered and if this person fails to do so forthwith after the decease of the Holder, the Cemetery may cause to be entered in its records as the Holder the surviving spouse of the deceased Holder or the oldest surviving next-of-kin. Where there is no legal representative of the deceased Holder the surviving spouse or the eldest surviving next-of-kin, shall be deemed to be the legal representative of the deceased Holder.

## **PART D: INTERMENTS AND DISINTERMENTS**

### **1. AUTHORIZATION AND BURIAL PERMIT:**

Each lot may be used for the interment of the holder and or such other person as may be authorized in writing, on the document "Permission to Bury". A Burial Permit showing that the death has been registered, must be deposited with the Cemetery as well as the payment of the interment fee and Rights before the interment may take place. In the case of a cremation interment, the Certificate of Cremation and the interment fee payment shall be deposited with the Cemetery before the interment can take place.

### **2. EMPLOYEE ON PREMISES:**

The Cemetery shall ensure that an employee is on the premises when an interment occurs.

### **3. ARREARS:**

No interment shall be allowed in a lot, against which monies remain owing and unpaid to the Cemetery.

### **4. TELEPHONE REQUESTS:**

Telephone requests for interments must be confirmed in writing duly signed by the Holder or his representative and a Cemetery representative before the interment may take place. The Cemetery assumes no responsibility for any errors or misunderstandings arising from such arrangements.

### **5. CHARGES INCURRED:**

Persons ordering rights or interments will be held responsible for charges incurred.

### **6. NOTICE REQUIRED:**

Notice of each interment to be made shall be given to the Cemetery Office at least 4 calendar days previous thereto. If such notice is not provided, the Cemetery cannot be responsible if the preparation of the lot is incomplete.

### **7. HOLIDAYS:**

Except in cases of extreme necessity such as the danger of contagious diseases or infection or in case of an epidemic, interments shall not be carried on Sundays or Statutory Holidays, unless by order of the local Board of Health.

**8. OPENING OF LOTS:**

No lot shall be opened for interment or disinterment by any person not in the employ of the Cemetery.

**9. INTERMENT FEE:**

The interment fee includes the cost of the opening and closing of the lot, use of lowering device, and any other necessary services. Rates may be adjusted from time to time without notice by the Cemetery and filed and approved by the Owner.

**10. NUMBER OF INTERMENT RIGHTS PER LOT**

- a) One casket and five urns, or
- b) Eight urns

**11. DISINTERMENT:**

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 for in the Act. All disinterments are spearheaded by Hope Cemetery.

**12. FLORAL ARRANGEMENTS:**

Floral arrangements placed on a lot on the day of interment shall be removed by the Cemetery at the end of three days following the interment, or earlier in the event of unsightliness. Not more than six floral arrangements shall be placed on a lot at any time.

**13. INFORMATION REQUIRED:**

The Interment Rights Holder or representative shall provide to the Cemetery prior to interment 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 .

**14. SPECIAL ATTENTION:**

The Cemetery shall exercise all due care in carrying interments and disinterments. However the Cemetery shall not be responsible for damage sustained to any casket, urn or other container during the interment and disinterment.

**15. PETS OR OTHER ANIMALS:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

## **PART E: CARE OF LOTS AND PROPERTY (GROUNDS)**

### **1. MAINTENANCE:**

The Cemetery shall be responsible for ensuring that the grounds are kept properly graded, sodded and mown, and flowers and plants kept trimmed. Vases, containers, wreaths or flowers which become unsightly or which interfere with grass cutting may be removed.

Lots are cared for by the Cemetery, therefore it is unnecessary for Holders to provide maintenance and upkeep.

### **2. FLOWERS, PLANTS, WREATHS:**

Cut flowers and plants, either natural or artificial, may be placed on lots in locations provided for such. Such flowers and plants will be removed and disposed of by the Cemetery staff when they become faded or unsightly.

A maximum of two unbreakable vases or pots of fresh cut potted or artificial flowers, preferably placed in an above-ground frame resting on the base of the stone or die-stone shall be permitted on each lot during the period from April 1 to October 1 inclusive. Wreaths on stands shall be permitted from November 1 to March 31 inclusive, after which date the Superintendent shall have them removed.

Lot Holders desiring to take any plants away should do so before their removal becomes necessary (before the 1<sup>st</sup> of October). To ensure that there is no unauthorized interference with flowers or decorations upon lots or elsewhere in the cemetery, notice is to be given to the Cemetery office before removing flowers, plants, ribbons or other articles from the lots. In order to assist the Management and the staff to protect the lots, holders and relatives are asked to observe this rule.

### **3. RUBBISH PROHIBITED:**

Rubbish shall not be thrown on roads, walks or any part of the grounds or buildings. Receptacles are provided at convenient locations within the premises for the deposit of weeds, decayed flowers, plants, etc.

### **4. GRADING OF LOTS:**

No Holder shall change the grading of a lot. In the event of any such change, the Cemetery may restore the lot to its original grade at the expense of the Holder.

5. TREES AND SHRUBS:

The planting of trees, shrubs, evergreens or plants on lots or elsewhere in the cemetery is forbidden. The Interment rights holders have the possibility to contribute financially to the landscaping plan of the cemetery. Such approved plantings shall be limited to areas specially designated by the Cemetery. Trees and shrubs already situated on a lot which have become, by means of their roots, branches or in any other way, detrimental to adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds, pose a hazard or inconvenience to the public, may be removed from the lot in whole or in part by the Cemetery.

6. FENCES, RAILINGS:

Borders, fences, railing, cut-stone coping and hedges in or around lots are not permitted.

7. HAZARDOUS ARTICLES:

Nails, wires, wooden crosses, articles of glass, pottery or any other hazardous material shall not be permitted on lots or elsewhere in the cemetery.

8. REMOVAL OF DECORATIONS:

Decorations which are detrimental to efficient maintenance or which constitute a hazard to machinery, employees or the public or which are unsightly or do not conform with the natural beauty or design of the cemetery, shall be removed. For articles of value, the Holder shall be notified, if possible. Articles not reclaimed by the Holder within one month shall be discarded.

9. IMPLEMENTS TO BE REMOVED:

Implements or materials left by workers within the cemetery shall be removed without delay by those responsible; otherwise, the Superintendent may remove same at the owner's expense.

10. MAINTENANCE OF MONUMENTS AND MARKERS:

The Cemetery shall maintain all monuments, markers, and memorials ("markers") only to ensure the safety of the public and to preserve the dignity of the cemetery.

11. PERMISSION REQUIRED:

All work done upon a lot shall be with the permission of the Cemetery.

Markers, including cornerstones, shall be moved only by authorized persons.

12. CEMETERY NOT RESPONSIBLE:

The Cemetery shall take reasonable precautions to protect the property of Holders but it assumes no liability or responsibility for the loss of, or damage to, any marker or part thereof or of any articles, containers, wreaths, flowers, etc., placed on cemetery property or left upon any lot.



## **PART F: MARKERS**

### **RESTRICTIONS - GENERAL INFORMATION:**

1. The Cemetery shall reserve the right to determine the size and type or design of markers and the location of such markers on each lot.
2. One marker only shall be erected on any type of lot.
3. No handmade or constructed marker for example a cross made of wood or other material, or any other structure may be installed in the cemetery
4. No inscription shall be placed on any marker which is not in keeping with the dignity and decorum of the Roman Catholic Church and the Cemetery. If an improper or offensive inscription has been placed in or upon a lot, the Cemetery shall remove same if the Interment Rights Holder has failed to do so after due notice has been given. Any costs incurred will be charged to the Interment Rights Holder.
5. A marker shall not be placed or erected or installed on a lot until all charges owing to the Cemetery have been paid in full.
6. The Cemetery shall have the right to permanently affix on the base of a monument an identification plate for the purpose of designating the location, description, size and centre point of a lot.
7. Interment Rights Holders are required to keep their marker in proper repair at their own cost and to the satisfaction of the Cemetery.
8. A marker or other structure which becomes unsightly or dangerous may be removed or repaired by the Cemetery as it sees fit to ensure the safety of the public and to preserve the dignity of the Cemetery.
9. The erection of all monuments shall be made under the supervision of the Administrator or Superintendent or his representative. Where a worker or a contractor fails to obtain the required Cemetery approvals prior to commencement of the installation work, or refuses to follow the instructions of the Administrator or his representative, the work may be stopped and the worker or contractor may be expelled from the Cemetery. In such cases the marker may be removed by the Cemetery, which shall not be responsible for damages sustained in the removal process.
10. No worker or contractor other than employees of the Cemetery will be permitted to work on markers unless authorized by the Administrator or Superintendent or representative and the Interment Rights Holder.

11. No marker shall be removed from the Cemetery without permission being obtained from the Administrator and the Interment Rights Holder. Request for the removal of a marker shall be submitted in writing to the Cemetery in advance by the Holder or his representative.

#### **CONTRIBUTION TO CARE AND MAINTENANCE FUND FOR MARKERS:**

12. In accordance with the Act and the Regulations made under the Act, the Interment Rights Holder or legal representative intending to install a marker shall pay before the installation the amount as follows:
  - a. in the case of installing a flat marker measuring more than 1116.13 square centimetres (173 square inches), \$50.00; or,
  - b. in the case of installing an upright marker measuring 1.22 meters (4 feet) or less in height and 1.22 meters (4 feet) or less in length, including the base, \$100.00; or,
  - c. in the case of installing an upright marker measuring more than 1.22 meters (4 feet) in either height or length, including the base, \$200.00.

#### **FOUNDATION:**

13. A concrete foundation is required for all upright markers With a minimum depth of 121.9 cm (4 feet).
14. The construction and/or installation of concrete foundations for markers is the responsibility of the Cemetery. Requests for the installation of a foundation must be submitted to the Cemetery using a special request form duly signed by the Holder or his legal representative. A fee shall be charged by the Cemetery for each installation in accordance with the price list. This fee must be paid to the Cemetery at the time the installation of the foundation is requested.
15. The foundation shall be installed according to the dimensions specified for the designated area. If incorrect dimensions have been given on the request or application form, the foundation will be removed and rebuilt to accurate measurements by the Cemetery at the expense of the Holder.
16. The dimensions of the top of the foundation shall be 10.16 cm (4 inches) larger in length and width than the base (base stone) to allow for a 5.08 cm (2 inches) border all around the base.
17. The length of the foundation may extend to the full width of the lot(s). The maximum width of the foundation shall be 50.8 cm (20 inches) for all lots.

## **UPRIGHT MARKERS:**

18. The base stone and die stone shall be constructed of granite.
19. There shall not be more than one upright marker erected on a lot.
20. An Interment Rights Holder who has purchased interment rights in more than one lot that are adjacent to one another may install only one marker across the division line of the lots.
21. Where an interment rights holder has purchased, on separate occasions, interment rights in adjacent or adjoining lots, and on which no marker has yet been installed, only one marker may be erected on the lots as provided for in paragraph 20 above.

## **22. SIZE OF MARKERS**

- i. The maximum height of the marker (base stone and die stone) shall be 1.1 metre (44 inches).
  - ii. The base stone shall be 10.16 cm (4 inches) shorter in length and width than the size of the foundation to allow for the 5.08 cm (2 inches) border.
  - iii. The dimensions of the base for all single lots are: minimum 15.24 cm (6 inches) to a maximum of 20.32 cm (8 inches) in height; minimum 30.48 cm (12 inches) to a maximum of 40.64 (16 inches) in thickness front to back.
  - iv. The dimensions of the base for double lots are: minimum 20.32 cm (8 inches) to a maximum 25.40 cm (10 inches) in height; minimum 30.48 cm (12 inches) to a maximum of 40.64 cm (16 inches) in thickness front to back.
  - v. The die stone shall have a minimum thickness of 15.24 cm (6 inches) for a marker not exceeding 76.20 cm (30 inches) in height and 20.32 cm (8 inches) for a marker more than 76.20 cm (30 inches) in height.
  - vi. The die stone shall not be wider and thicker than the base stone
23. All ornaments or decoration (statues, vases) must be permanently attached to the base. Placing, depositing or setting of such articles other than on the base is strictly prohibited.
  24. Minor scraping of the base stone due to the grass mowing or cutting or trimming operation shall be considered by the Cemetery to be normal wear.
  25. The specifications outlined in #22 above may differ in the case of markers for the Federal Department of Veterans Affairs.

## **FLAT MARKERS:**

26. Only one flat marker may be installed on a lot.
27. All flat markers, either of granite or bronze construction, shall be installed by the Cemetery at the expense of the Interment Rights Holder and upon payment of the fee or charges levied by the Cemetery for such service
28. Flat markers are to be set flush with the ground.
29. The Cemetery reserves the right to determine the size of the bronze and granite flat markers to be set on a lot in order to maintain uniformity throughout the cemetery.
30. All bronze markers must be permanently attached to a uniform 10.16 cm (4 inches) thick pink granite base, smooth sawn on all sides.
31. All markers must be fully identified and proper documentation must be remitted at the administration office at the time of delivery.
32. All granite markers shall be smooth sawn on all sides and shall be a minimum of 10.16 cm (4 inches) in thickness.
33. The pink granite base referred to in #30 above must be 10.16 cm (4 inches) larger in length and width than the bronze marker to allow for a 5.08 cm (2 inches) granite border around the marker. However for bronze marker 35.56 X 17.78 cm (14 X 7 inches) and 40.64 X 22.86 cm (16 X 9 inches), the pink granite base will be 5.08 cm (2 inches) larger in length and width than the bronze marker, therefore allowing only a 2.54 cm (1 inch) granite border around the marker.

## **CORNER POSTS:**

34. Granite or bronze land markers may be installed at the corners of the lots or plots. Dimensions: 15.24 cm (6 inches) square and not less than 10.16 cm (4 inches) and not greater than 15.20 cm (6 inches) deep, dressed on all sides and bearing initials or full surnames.

## **RULES AND REGULATIONS FOR MARKER DEALERS, CONTRACTORS AND WORKERS:**

35. Markers shall be delivered to the Cemetery only after the specified documentation regarding the installation has been presented to the Cemetery.
36. The markers shall not be delivered to the Cemetery until the foundation is completed and the dealer or contractor is ready to proceed with the work of erection.
37. Marker dealers and contractors shall provide Workers' Compensation coverage and adequate liability insurance when performing work in the Cemetery.
38. All work shall be done during daylight hours, unless by special permission of the Administrator.
39. Workers shall cease work, during the period of any interment taking place in the immediate vicinity of their work area.
40. Workers and contractors shall lay planks on the lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
41. Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition.
42. Any worker who damages any lot, marker or other structure, or does any damage in the Cemetery, shall be personally responsible for such damage and in addition his employer shall be liable therefore.

## **PART G: PRINCIPLES OF ORDERLY MANAGEMENT**

1. **RESPECT AND ORDER:**  
Respect for the deceased demands that the Cemetery be properly maintained and kept in perfect order.
2. **VEHICLES:**  
No motor vehicles will be allowed on the Cemetery grounds after night fall unless authorized by the Administrator or his assistant. Vehicles shall be driven at a moderate rate of speed (max. 15 km/hr) and shall not leave the designated roadways unless directed by the Cemetery staff. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them. All-terrain vehicles, snowmobiles and similar vehicles shall not be permitted on the Cemetery grounds.
3. **BICYCLES:**  
Bicycles and motorcycles must be operated in a safe and proper manner.
4. **PARADES:**  
No parades other than funeral processions shall be admitted to or organized within the Cemetery premises.
5. **COMPLAINTS:**  
Any complaints by Interment Rights Holders or visitors should be made at the Cemetery Office and not to workers on the grounds.
6. **PETS:**  
No animals shall be allowed in the Cemetery.
7. **DAMAGE TO PROPERTY:**  
No person shall break or remove any flowers, either wild or cultivated, or any tree, shrub or plant, or write upon, deface or in any way injure any monument, fences or other structure or property in or belonging to the Cemetery.
8. **VISITORS:**  
Visitors are always welcome at the Cemetery with behaviours in keeping with the dignity and decorum of the Roman Catholic Church and the Cemetery.
9. **FIREARMS:**  
Discharging of firearms, other than in regular volleys at burial services, is prohibited in and around the Cemetery.
10. **PICNICS:**  
No picnic party shall be permitted in the Cemetery.

11. **IMPROPER CONDUCT:**  
Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who loiters thereon or who violates these by-laws may be expelled from the grounds.
12. **SELLING FLOWERS:**  
No one shall be permitted to sell flowers, plants or any other articles or items, or to solicit the sale of any commodity whatsoever within the Cemetery unless authorized by the Administrator and under his direct supervision.
13. **SIGNS:**  
No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Cemetery management.

## **PART H: MISCELLANEOUS**

### **1. NO PROPERTY RIGHTS:**

- The sale of Interment Rights in a lot only confers upon the purchaser / Holder a right of interment. No property rights in the lot are transferred to the purchaser. The purchaser of interment rights in a lot is the owner of any monument or marker purchased by him (her) and placed thereon and such monument remains at the risk of the purchaser. In the event it becomes necessary to reconstruct or repair monuments or memorial on any lots, the provisions of Part H "Markers" shall apply.

### **2. RESPONSIBILITY DISCLAIMED:**

- The Cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control and especially for damages caused by what is commonly referred to as "an act of God", damages caused by the elements, thieves, vandals, trespassers, accidents or any other perils whether such damage be direct or consequential.
- Damages caused as a result of any of the aforementioned perils to a monument, marker or other appurtenance located on a lot, shall be at the risk of the Interment Rights Holder.

### **3. NOTICE AND CHANGE OF ADDRESS:**

- Interment Rights Holders shall notify the Cemetery of any change in mailing address. Notice(s) sent to a Holder at the last address noted in the Cemetery records shall be deemed to have been received by such Holder.

### **4. CONSENT BY INTERMENT RIGHTS HOLDERS:**

- Where a Holder is required to give a consent in accordance with these by-laws or in accordance with the Act and Regulations under the Act and where such Holder is deceased or not able to consent, the consent shall be given by the Holder's legal representative.

### **5. AMENDMENT OF BY-LAWS:**

- The by-laws of St. Michael Corkery Cemetery may be amended, altered, repealed and rescinded by the Cemetery and all such amendments and modifications shall take effect when approved by the Hope Cemetery.
- These by-laws replace and supersede the by-laws published by the Cemetery and approved by the Hope Cemetery on March 21,



2018. However, interment rights acquired under the previous by-laws remain unchanged.

## 6. RECOMMENDATIONS:

- Headstone: List of names not vertical but side-by-side (man on the LHS, woman on the RHS). Burials follow the same convention (man on the LHS, woman on the RHS).
- Multiple burials on one lot: The headstone should have the names of those interred inscribed on the headstone. If no room on the front of the headstone, perhaps the names of those interred could be inscribed on the back of the headstone; especially if many urns interred on the lot. It is NOT permitted to install flat markers for each person interred on a lot. As indicated in Part F, item 2 of the by-laws: "One marker only shall be erected on any type of lot". Note: Corner markers are also allowed for any lot or plot.
- Recommend that corner markers be installed upon the purchase of a lot or plot.

### Revision History:

- V1-March, 2018: Updated based on Hope Cemetery approval on March 21, 2018.
- V2-October, 2018: Previous information regarding markers indicated that they have the Section, Lot and Row inscribed on the markers. This does not apply to our cemetery and this requirement was removed and updated. Updated in 3 places (PART F: Paragraphs 29, 31 & 34)