

# Cartier Roman Catholic Cemetery By-Laws

Revision 1.00.00 – Effective November 1, 2024

## 1. Definitions

“Act” means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended from time to time and includes the regulations made there under from time to time;

“Care and Maintenance Fund” means the Care and Maintenance Fund maintained by the Parish pursuant to the Act;

“Cemetery” shall mean St. Francis Xavier Roman Catholic Cemetery located at 22 Elm Street in the unorganized municipality of Cartier (Cartier Township) in the Province of Ontario.

“Cemetery Manager” means the person whom the Parish has assigned the responsibility to administer these rules and regulations and to provide and/or coordinate any Cemetery Services;

“Cemetery Services” includes:

1) in respect of a Lot:

- a) opening and closing of a Lot;
- b) coordinating and/or organizing contractors for the purpose of interring caskets; and
- c) corner locating for installation of a Flat Marker, Upright Monument, or foundation installation;
- d) such other services as the Cemetery Manager authorizes from time to time at the Cemetery;

2) such other services as the General Manager authorizes from time to time at the Cemetery;

“Flat Marker” means a permanent memorial set flush with the surface of the ground, and used to mark the location of an Interment in a Lot;

“Interment” includes the process of opening a Lot to place human remains or cremains therein and the subsequent closing of Lot;

“Interment Right” means the right to require or direct the interment of human remains or cremated human remains in a lot and to authorize the installation of a monument or marker;

“Interment Rights Certificate” is a document issued by the Parish to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights;

“Lot” means an area of land within the Cemetery, containing or set aside to contain human remains or cremains;

“Parish” means the Roman Catholic Parishes of Onaping Falls and Cartier with its Office being located at 30 Church Street in the City of Greater Sudbury (Levack) within the Province of Ontario;

“Parish Member” shall mean an envelope holder and supporter of the Parish on a regular basis;

“Plan” shall mean the plan of the cemetery, maintained by the Cemetery Manager, showing the configuration of the cemetery showing the location of lots within the cemetery;

“Plot” means two or more Lots in which the Interment Rights have been sold as a unit;

“Schedule of Fees” shall mean the schedule of fees which the Parish shall charge for the sale in Interment Rights and Cemetery Services;

“Upright Monument” means any permanent memorial which projects above ground level and is used to mark the location of an interment in a Lot;

“Urn” means a container used to hold cremated human remains;

## **2. Administration/ Delegation**

- 1) Unless specifically provided to the contrary, the decisions of the Cemetery Manager are final and not subject to appeal.
- 2) The Cemetery Manager may delegate the performance of any one or more of his or her functions under these rules and regulations to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke any such delegation. The Cemetery Manager may continue to exercise any function delegated during the delegation.

## **3. Purchase of Interment Rights or Cemetery Services**

- 1) The Cemetery Manager may enter into a purchase agreement with anyone over the age of 18 for the purchase of Interment Rights or Cemetery Services.
- 2) Fees for Internment Rights or Cemetery Services shall be listed in the Cemetery’s Schedule of Fees as amended from time to time.
- 3) in the case of a purchase of Interment Rights in a Lot, identify in the Purchase Agreement, the person or persons to be named in the Certificate of Interment Rights as the Interment Rights Holder need not be the person entering the Purchase Agreement for the Interment Rights;

- 4) in the case of the purchase of Cemetery Services for Interment in a Lot:
  - a. provide evidence satisfactory to the Cemetery Manager that the person is the Interment Rights Holder or otherwise has authority to authorize Interment in the specified Lot; and;
  - b. for Interment of cremains, provide a Certificate of Cremation for the deceased signed by the Superintendent of the Crematorium at which the cremation took place; or;
  - c. for Interment of remains, provide a Burial Permit for the deceased;
- 5) provide such other information or documentation as the Cemetery Manager may require to confirm compliance with these by-laws, the Act to assess the request to purchase the Cemetery Services or the Interment Rights.

#### **4. Internment Rights Certificate**

- 1) Where a Purchase Agreement is entered into for the purchase of Interment Rights, the purchaser shall be entitled to receive an Interment Rights Certificate for the Interment rights purchased in the Lot. In addition, the following shall be provided in physical or electronic means, including web links to the Parish Website;
  - a. a copy of the signed agreement;
  - b. a copy of this By-Law and the Schedule of Fees for Cemetery Services and Interment Rights;
  - c. a copy of the Ministry's Consumer Information Guide; and
  - d. and such documents and other materials as may be required pursuant to the Act from time to time.

- 2) Every Interment Rights Certificate issued by the Cemetery Manager shall be in the form established by the Cemetery Manager as amended from time to time and shall:
  - a. describe the Lot by reference to the Plan for the cemetery;
  - b. set out the name or names of the Interment Rights Holder identified in the purchase agreement, whether or not same is the person who purchased the Interment Rights;
  - c. set out a unique Certificate Number;
  - d. include such other information as determined by the Cemetery Manager; and
  - e. bear the signature of the Cemetery Manager.
- 3) Despite anything else herein, no Certificate of Interment Rights shall be issued until payment in full of the applicable fees and charges including the Care and Maintenance Charges.
- 4) Upon payment in full, the Cemetery Manager may release the Certificate of Interment Rights to the person who entered into the Purchase Agreement or to such other person as the purchaser may direct in writing. If so directed in writing by the person who purchased the Interment Rights, the Cemetery Manager may mail or otherwise forward the Certificate of Interment Rights in accordance with the written directions, all at the cost of the purchaser.

## **5. Transfer of Interment Rights**

- 1) An Interment Rights Holder may, in accordance with these By-Laws and the Act, transfer by gift or sale the Interment Rights he or she owns in a Lot at any time before the rights are exercised.
- 2) An Interment Rights Holder shall not sell the Interment Rights owned by him or her for a price which is in excess of that established by the Parish in effect as of the date of the transfer for the type of Interment Rights proposed to be sold.

- 3) An Interment Rights Holder who is proposing to convey Interment Rights by gift or sale shall provide to the intended transferee of the Interment Rights:
  - a. the Interment Rights Certificate endorsed by both the Interment Rights holder and the Parish;
  - b. a copy of the then current version of this By-Law;
  - c. in the case of Interment Rights in a Plot, a written statement as to the number of Lots in the Plot which have been used and which remain available for use; and
  - d. any other documentation the Interment Rights holder may possess in relation to the Interment Rights being sold.
- 4) No transfer of Interment Rights is effective until the transferee has provided to the Cemetery Manager:
  - a) the original Interment Rights Certificate duly completed and endorsed in favor of the transferee and signed by both the Cemetery Manager and the transferor or
  - b) an affidavit or other evidence satisfactory to the Cemetery Manager confirming that the Interment Rights Certificate was lost or destroyed;
  - c) the General Manager has issued a replacement Interment Rights Certificate to the transferee(s) of the Interment Rights.
- 5) Nothing herein prevents the Parish from repurchasing Interments Rights from an Interment Rights holder or requires the Parish to repurchase Interment Rights from an Interment Rights Holder. In the event that the Parish chooses to repurchase Interment Rights from an Interment Rights holder, the Parish will pay the original purchase price for those Interment Rights, net of the care and maintenance charges paid at the time of acquisition.

## **6. Interment Process**

- 1) No person shall open or close a Lot, inter any remains or any cremains in the Cemetery except as authorized by the Cemetery Manager; and
- 2) Internment of any remains or any cremains must be done according to the teachings and Laws of the Roman Catholic Church. Committal services shall be conducted by Roman Catholic clergy, or their delegates, with the prior approval of the Pastor concerned.

**7. Use of Lot**

- 1) only human remains in a casket may be interred in a Lot;
- 2) only human cremains which are in an Urn may be interred in a Lot;
- 3) Human cremains are not permitted to be scattered on the surface of a Lot;

**8. Maximum Number of Interments in a Lot**

- 1) The maximum number of interments in any one lot shall be as in the following table;

Lot Size (feet)	Number of Internements
4 X 8	One (1) Casket and Four (4) Urns
4 X 4	Two (2) Urns

- 2) Despite Subsection (1), the maximum number of Urns permitted on a Lot may be reduced at the discretion of the Cemetery Manager due to the use of, or any existing, oversized containers used to house any Urns or Casket on the Lot.

**9. Installation of Markers and Monuments**

- 1) A person who wishes to have a Flat Marker or Upright Monument installed on a Lot shall be responsible for all costs of purchase and installation.
- 2) No person shall or shall direct another to install a foundation for an Upright Monument or install an Upright Marker or place a Flat Marker in the Cemetery except as authorized by the Cemetery Manager;
- 3) No authorization for the installation of a Flat Marker or a foundation and Upright Monument in the Cemetery will be granted to the applicant unless:
  - a. any applicable Care and Maintenance charges determined in accordance with the Parish’s User Fee Schedule has been paid to the Parish;
  - b. the applicant has purchased Cemetery Services for locating the corners of the Lot on which the Flat Marker or foundation and Upright Monument is proposed to be installed;
  - c. the applicant has provided evidence satisfactory to the Cemetery Manager of his or her right to have the Flat Marker or Upright Monument installed on the Lot;
  - d. the installation will be effected by a monument dealer or its authorized staff;

**10. Permitted Numbers - Flat Marker or Upright Monument**

- 1) The total number of Flat Markers or Upright Monument in a lot shall not exceed the number specified in the following table;

Lot Size (feet)	Number of Monuments Permitted
4 X 8	a) One (1) Upright Monument and one (1) Flat Markers; or b) Two (2) Flat Markers
4 X 4	One (1) Flat Marker

**11. Flat Marker – Standards**

- 1) The Cemetery Manager will not authorize the installation of and no person shall install or authorize or direct the installation of a Flat Marker in the Cemetery, unless the Flat Marker:
- a) is constructed of granite:
    - i) with a saw cut uniform thickness of not less than four inches; and
    - ii) does not exceed a length of 30 inches and a width of 20 inches.
  - b) consists of a bronze plate which:
    - i) is anchored in a concrete or granite slab; and
    - ii) does not exceed a length of 30 inches and a width of 20 inches.
- 2) No person shall install or authorize or direct the installation of a Flat Marker on a Lot in the Cemetery unless:
- a) the Flat Marker is placed in the location on the Lot determined by the Cemetery Manager in his or her sole discretion, provided that the Flat Marker should be placed as close as possible to the head end of the Lot; and
  - b) the Flat Marker is placed so the top surface of the Flat Marker is flush with the surrounding ground.

## 12. Foundation Standards

- 1) No person shall install or direct or authorize the installation of a foundation for an Upright Monument unless in addition to complying with all other requirements:
  - a) the foundation is installed in the centre of the head-end of a Lot or such other location as may have been authorized in writing in advance, by the Cemetery Manager where the Cemetery Manager in his or her discretion determines that the alignment of existing nearby Upright Monuments;
  - b) the foundation is installed such that the surface of the foundation is level with the surrounding ground;
  - c) the foundation has a uniform thickness of at least four inches; and
  - d) the foundation is constructed of granite or of cement with air entrainment, 30 mpa reinforced with synthetic fibers or wire mesh.

## 13. Upright Monument – Standards

- 1) No person shall erect or install or shall authorize or direct the installation or erection of an Upright Monument unless, in addition to complying with Section 11:
  - a) the Upright Monument is erected or installed on a foundation which complies with Section 12;
  - b) the Upright Monument:
    - i) is constructed of granite; and
    - ii) is no less than 4 inches thick at its narrowest point;
    - iii) has a base of uniform thickness if the die of the Upright Monument is over 12 inches in height; and
    - iv) has a die of not less than 6 inches in thickness, if the Upright Monument exceeds 36 inches in height, including the base; and
- 2) The dimensions of an Upright Monument in a Lot shall not exceed the specifications in the following table;

Number of Lots	Height (inches)	Base Length (inches)	Base Width (inches)
One Lot	42	30	20
Two Lots	48	60	20
More than Two Lots	48	84	20

## 14. Temporary Cross

- 1) No person shall erect or authorize or direct the installation of a temporary cross which is wider than 24 inches, or higher than 30 inches from the ground:



## **15. Marker/Monument - Removal and Disposition**

- 1) The Cemetery Manager shall have the right to remove and dispose of, without liability, any Flat Marker, foundation for an Upright Monument, Upright Monument or temporary cross:
  - a) which is placed, installed or erected contrary to these By-Laws;
  - b) does not comply with the requirements for these By-Laws for a Flat Marker, foundation for an Upright Monument, Upright Monument or temporary Flat Marker or cross; or
  - c) in the case of a temporary Flat Marker or temporary cross, is not removed within one year of the date of Interment in the Lot.
- 2) Any removal and disposition pursuant to Subsection (1) shall be at the expense of the Interment Rights holder, and if unpaid, recoverable by action or any other means open to the Parish at law.

## **16. Lot Decorations**

- 1) The following lot decorations are prohibited:
  - a. any tree;
  - b. any shrub unless;
    - i. the shrub is a 'dwarf' variety; and
    - ii. the dwarf shrub does not encroach onto or interfere with the use of any abutting Lot or pathway in the Cemetery;
  - c. any item or thing which is a controlled substance, or is contrary, or may be contrary to any municipal, provincial, or federal statute; or
  - d. any item or thing which is not permitted by any Law of the Roman Catholic Church.

- 2) The Cemetery Manager may, without notice or liability, authorize the removal and disposition of:
  - a. any decoration which is of a type described in Subsection 16(1);
  - b. anything which has been placed, planted, erected, created, attached, on a Lot in accordance with this By-law, but which, in the sole opinion of the Cemetery Manager:
    - i) has become unsightly, neglected, overgrown or extends beyond the permitted limits;
    - ii) represents a safety hazard or potential safety hazard to any person in the Cemetery;
    - iii) is necessary to facilitate a burial or otherwise interferes with any use of the Cemetery;
    - iv) is detrimental to the general appearance of the Cemetery; or
    - v) is inconvenient to the public; or
    - vi) for any other reason considered sufficient by the Cemetery Manager.
- 3) The Parish shall not be responsible for any costs associated with resetting or replacing a flower bed or repairing or replacing a border or corner posts of a Lot that must be removed or disturbed in order to allow proper room to accommodate a burial or to perform necessary maintenance on any Lot.
- 4) The Parish shall not be responsible for any damage to any Lot or any structure or object thereon; for any flowers or things removed from any Lot or for damage to any structure or object on a Lot through normal wear and tear or through the maintenance of the cemetery grounds.