

## **Toronto Hebrew Memorial Parks - Rules & Regulations**

### **ARTICLE I — Definitions**

“**ACT**” shall mean the Funeral, Burial and Cremation Services Act, 2002, in force July 1, 2012, as amended, or re-enacted and regulations made thereunder.

“**ADMINISTRATIVE OFFICE OF THE CORPORATION**” shall mean the office located at 4600 Bathurst Street, in Toronto, or such other place or places as may be determined by the Board from time to time.

“**ALLOTMENT**” shall mean a group of lots in one or more of the cemeteries for which an organizational member has the right to designate Interment Rights Holders.

“**ALLOTTEE**” shall mean the organizational member of the Corporation who is listed in the record of the Corporation as having the right to designate the Interment Rights Holders for a particular section or sections in one of the Cemeteries.

“**BOARD**” shall mean the duly elected Board of Directors of Toronto Hebrew Memorial Parks.

“**CARE AND MAINTENANCE ACCOUNT**” shall mean the account or accounts in which monies received by the Corporation from time to time by way of interest or otherwise on account of Care and Maintenance Fund and Long-Term Flower Funds are recorded.

“**CARE AND MAINTENANCE FUND**” shall be the percentages of the interment rights purchase price set aside as required by the Ministry for the purpose of providing perpetual maintenance generally of the cemeteries or any particular part thereof.

“**CEMETERIES**” shall mean Pardes Shalom Cemetery, located on Dufferin Street, in the Regional Municipality of York, and Pardes Chaim Cemetery, located on Bathurst Street, in the Regional Municipality of York, any other cemetery to be administered by Toronto Hebrew Memorial Parks.

“**CERTIFICATE**” shall mean the certificate of interment rights issued by the Corporation.

“**CORPORATION**” shall mean Toronto Hebrew Memorial Parks.

“**EXECUTIVE DIRECTOR**” shall mean the person appointed by the Board to conduct the day-to-day business and affairs of the Corporation.

“**GRAVE**” shall mean any burial lot of sufficient area for one opening for an adult.

“**HALACHA**” shall mean Jewish laws and customs.

“**INFANT’S GRAVE**” shall mean any burial space of sufficient area for and intended for burial of a child, up to two years of age, or as defined from time to time.

“**MARKER**” shall mean any memorial set flush with the ground, and used to mark the location of a grave or an infant’s grave.

“**MINISTRY**” shall mean the Ministry of Consumer and Commercial Relations for Ontario, or any successor ministry or governmental department which administers cemeteries in Ontario.

“**MONUMENT**” shall mean any permanent memorial projecting above ground level.

“**PERMIT**” shall mean authorization to erect a monument at the cemetery.

“**INTERMENT RIGHT**” shall mean the right to require or direct interment in a single grave or interment site within the cemeteries.

“**INTERMENT RIGHTS HOLDER**” shall mean the party or parties listed in the records as having purchased interment rights or as having a reservation in the cemeteries.

“**RESERVATION**” shall mean that an interment right has been reserved for the future interment of a specific person as permitted by the Corporation, and shall be deemed to be a pre-need interment right pursuant to the Act.

“**RULES AND REGULATIONS**” shall mean these rules and regulations and any other rules and regulations of the Corporation as amended and which are, from time to time, in force and effect.

“**SECRETARY**” shall mean the Secretary of the Corporation.

“**SUPERINTENDENT**” shall mean the person appointed by the Board and responsible to the Executive Director for all work carried out at the cemeteries.

“**TREASURER**” shall mean the Treasurer of the Corporation.

## **ARTICLE II — Executive Director - Care and Maintenance and Trust Funds**

### **SECTION 1**

The Board may, at its discretion, employ an Executive Director and a Superintendent, and such assistants as may be required to operate and maintain the Cemeteries.

### **SECTION 2**

The Board, subject to the prior approval of the members of the Corporation and the Ministry, when required under the provisions of the Act or the regulations thereunder, shall have the right from time to time to change, modify or repeal the rules and regulations and to adopt from time to time such further or other rules and regulations as may be necessary relating thereto, provided that same do not conflict with *Halacha*.

### **SECTION 3**

a) When the Corporation sells or transfers an interment right in a cemetery or enters into a power of appointment with an Allottee, it shall set aside in trust for Care and Maintenance out of the amount received, such amount as the Act prescribes.

b) When the amount received is not sufficient to provide the amount prescribed by the Act, or if nothing is received, the Corporation shall forthwith make up the deficiency so as to provide the amount so prescribed by the Act.

c) All Care and Maintenance Funds received from time to time by the Corporation shall be paid over to such financial institution as prescribed by the Act, within such period of time as the Act prescribes. Such funds shall be held and invested by the said financial institutions in the manner prescribed by the Act and the income derived therefrom shall be paid to and applied by the Corporation in preserving and maintaining all interment rights in a proper manner in perpetuity and towards such other matters or things in and about the Cemeteries as are prescribed by the Rules and Regulations as may be necessary thereto, provided that same does not conflict with *Halacha*.

## **ARTICLE III — Privileges and Cemetery Requirements**

1. The Cemeteries shall be governed by and operated in accordance with *Halacha* and subject to the approval of the Ministry and subject to the terms of the Act and the Rules and Regulations thereunder.

2. All revenue received by the Corporation from time to time, other than Care and Maintenance Funds and the income therefrom, shall be employed solely for the administration and for the benefit of the Cemeteries in accordance with community needs and in accordance with the trust agreement with United Jewish Welfare Fund of Toronto, October 12, 1972.

3. The Allottee is responsible for maintaining a record of the allotment and the designation of interment rights to be used.

4. At the time of a burial in an Organizational section, the Allottee is responsible for informing the Cemetery of the specific interment right, (Line number, and Row number) to be used.

5. At the time of a burial in the Community Section, the representative of the interment rights holder must inform the Cemetery through the funeral establishment of any particulars of any interment rights held. The Cemetery shall also keep a record of interment rights for burial in the Community Section.

6. All prices for interment rights, monument foundations and interments shall be determined and approved by the Board.

7. a) In the event that any Allottee ceases to operate or proposes to dissolve its existence, all unexercised powers of appointment for interment rights allotted to it and any interest relating thereto shall revert to the Corporation.

b) The Corporation shall have the right to request from time to time and obtain from the Allottee evidence of its continuing existence and operation.

8. Each Allottee shall have full autonomy over religious ritual with respect to interments in its allotment(s), provided it complies with *Halacha*, the By-laws and the Rules and Regulations of the Corporation, and the laws of the Province.

9. The Corporation, in its sole discretion, may arbitrate any dispute between the Allottee and any Interment Rights Holder.

#### **ARTICLE IV — Cemetery Administration**

##### **1. TRUST FUNDS**

The Corporation shall use the revenue from the “Care and Maintenance Fund” to maintain, secure and preserve the cemetery, its grounds and buildings and the equipment used for purposes of maintenance, security and preservation, but such income shall not be used for the upkeep of monuments or flower beds. The Corporation shall have no obligation at any time to repair or replace monuments or markers unless damage is incurred by Cemetery negligence.

##### **2. EXTRA WORK**

a) The planting of flowers, repair of monuments, and other services are termed extra work, for which reasonable charges are to be made. A current price list will be provided free of charge upon request.

b) The Corporation shall invest all the amounts received by the Corporation from time to time for long-term floral planting.

##### **3. RECORDS**

A complete record of all allotments, interments and interment rights, shall be on file at the Cemetery and the Administrative Office.

##### **4. LIMITATION OF LIABILITY**

The Corporation shall not be responsible for replanting or replacing in the event of destruction of, or damage to, plants, shrubs or trees from causes other than negligence on the part of the Corporation. Should an error be made in any work done by the Corporation or those in its

employ, its liability, if any, shall be fully satisfied by a reasonable effort to correct the same or in its discretion by arbitrating or refunding monies paid to and received by it.

### **5. CONSULTATIONS AND ASSISTANCE**

During office hours the services of the Superintendent will be available to interment rights holders for assistance.

### **6. NOTICES**

All notices required by any rule or regulation to be given to allottees or interment rights holders may be given personally or may be sent by mail or transmission by facsimile to an allottee or interment rights holder or their legal representative at the last address appearing in the books of the Corporation or if not so recorded, to their last known address.

### **7. ADMINISTRATION**

All financial arrangements are to be made at the Administration Office with the Executive Director who in turn shall issue the necessary instructions to the Superintendent for specific work to be carried out.

## **ARTICLE V — Allotment of Interment Rights - Organizations**

- 1.** Subject to the By-laws of the Corporation, and any rules and regulations enacted from time to time, the Corporation may allot the power to appoint interment rights holders to Allottees approved of by the Board, provided that any interment rights allotted may be sold or transferred only by the Corporation as provided herein.
- 2.** Each Allottee shall pay to the Corporation the sale price of the interment rights, to which the powers relate, based upon the rates set by the Board from time to time and filed with the Ministry as follows:
  - a)** by paying thirty percent (30%) of such price upon the allotment thereof to the Allottee
  - b)** by paying the balance in consecutive equal half-yearly installments over a period of five (5) years from such date of allotment without interest on the unpaid balance. The Allottee shall have the privilege of prepaying all or any part of the principal sum outstanding at any time or times without notice or bonus.
- 3.** In the event of default of any payment of principal, such default continuing for sixty (60) days after notice shall have been given, the Corporation shall have the right to impose any one or a combination of the following remedies:
  - a)** to impose an administrative charge established by the Board.
  - b)** to accelerate the balance outstanding, including principal and administrative charges if any, and said balance shall become due and payable immediately.
  - c)** to revoke that portion of the allotment for which payment has not been received.

**4. a)** Payment by an Allottee shall not entitle the Allottee to any right other than to designate the persons who may become interment right holders, subject to the Rules and Regulations from time to time in force.

**b)** No title in land whatsoever with respect to the interment rights shall pass to the Allottee and no certificate of interment, grant or transfer of ownership rights shall be issued by the Corporation to the Allottee. An Appointment of Interment Rights Agreement, in the form approved from time to time by the Board, shall be issued to the Allottee.

**c)** An Allottee shall not be entitled to enter into an agreement obligating an interment rights holder to pay a sum in excess of that paid by the Allottee in accordance with the Appointment of Interment Rights Agreement to the Corporation for the subject interment rights.

**d)** In the event that the Allottee requires payment for interment rights in its allotment in excess of that paid by the Allottee to the Corporation, the Corporation shall require the Allottee to repay such excess amount to the interment rights holder. Failing this repayment within 30 days of notification, the Corporation may revoke the membership in the Corporation of said Allottee and refund the amount paid for its unused interment rights, less the amount paid into the Care and Maintenance Fund, plus an administrative charge as determined from time to time by the Board, in accordance with the Act and the Rules and Regulations thereunder.

**5.** No Allottee shall designate an interment rights holder for an interment right to a lot or lots, for which full payment has not been made to the Corporation.

## **ARTICLE VI — Interment Rights**

### **1. COMMUNITY SECTION**

**a)** Interment rights may be purchased for any Jewish person in the Community Sections directly from the Corporation at the rates set by the Board. This may be done either on an at- need basis or pre-need subject to conditions described in sub section “c” below.

**b)** An interment right purchase may be arranged through an approved funeral establishment upon the death of an individual.

**c)** Reservations in the Community section may be purchased from the Corporation subject to the following limitations:

- 1) Interment rights purchases are to be limited to 6 plots;
- 2) The names, addresses and telephone numbers of the designees (interment rights holders) must be specified and must include the purchaser him/herself
- 3) The plots will be specifically assigned for the entire group upon the burial of the first interment rights holder
- 4) Each person designated in these groups of interment rights and over the age of 18 years, must agree that, upon cancellation of his/her interment right, any sale proceeds goes to the payor
- 5) Persons under the age of 18 must also be designated but need not sign any agreement.
- 6) Any further purchases by any of these designees must be submitted for consideration to the appropriate committee of Toronto Hebrew Memorial Parks.

7) If a purchase of more than six pre-paid interment rights is requested, the case must be considered either by the Rules, Regulations and By-law Committee or by some other committee designated by the Board.

## **2. ORGANIZATIONS**

Upon the purchase of an allotment by an organization, i.e. synagogue, society, *landsmanshaft*, an Appointment of Interment Rights Agreement shall be issued which shall acknowledge the following terms, subject to the By-Laws and Rules and Regulations as approved from time to time:

- 1) The location of the allotment and the number of interment rights shall be specified.
- 2) The Allottee shall agree to pay the current price per interment right as set forth in a schedule for payment for the total number of interment rights.
- 3) The Allottee shall designate who may be interred in its allotment, subject always to Halacha and the By-Laws and Rules and Regulations of the Corporation.
- 4) The Allottee shall agree not to charge or accept for from a designated interment rights holder an amount in excess of that paid by the Allottee to the Corporation in accordance with Article V.
- 5) The Allottee shall agree not to revoke any interment rights except for non-payment of any interment rights fee it may impose on its members.
- 6) The Allottee shall pay 30% of the total cost of the allotment initially and the balance in 10 equal semi-annual payments. (Interment Rights Agreement is attached).
- 7) Interment right allotted to an Allottee may only be transferred to another Allottee.
- 8) An interment right allotted to a member of an Allottee may only be transferred to another member of the same Allottee and must be completed in compliance with the Allottee's rules in that regard.

## **3. SOCIAL SERVICE BURIALS**

The Corporation shall make available interment rights from time to time for persons who cannot afford such interment rights and shall pay into trust the amount required by the Act for Care and Maintenance on such interment rights. A family, kin or 3rd party requiring an assisted burial shall be required to apply to Social Services, for such burial benefits as may be due. Such benefit shall be paid to the Corporation. In the event that the Social Services payment shall be less than the then current charge for an interment right, burial and foundation, the Corporation shall assume the balance of the costs, provided that a family, kin, or 3rd party seeking to place a monument on such a burial interment right shall be required to pay the amount assumed by the Corporation (in the immediate previous paragraph) before a permit will be granted to erect such monument.

## **4. CERTIFICATE OF INTERMENT**

- 1) Following an interment, a Certificate of Interment shall be issued containing the name of the interred and the following information:
  - a) the line and interment right number of interment right;
  - b) the section number and name of the Allottee, if any;
  - c) the purchase price; for interment rights in the Community Section only
  - d) the proportion of the said price, in dollars, being set aside for Care and Maintenance purposes in the community section only; and
  - e) any other information as required by the Act.

Notwithstanding anything to the contrary, such Interment Rights shall be subject to such regulations as may be adopted from time to time by the Board and approved by the Ministry.

- 2) Interment Rights Holders and Allottees are prohibited from creating any encumbrance or suffering a lien to be created upon any interment right or interest therein.
- 3) The remains of not more than one person may be buried in one grave.
- 4) All interment rights shall be laid out in accordance with plans filed with the Ministry and the requirements of Halacha.

## **5. CANCELLATION AND TRANSFER OF INTERMENT RIGHTS**

### **1. Cancellation within 30 Day Cooling-Off Period**

The purchaser of interment rights has the right to cancel an interment rights agreement within thirty (30) days of signing it, by providing written notice of the cancellation to the party to which he or she made payment, i.e. the Corporation or the Organizational Member, as the case may be. The payee will refund all monies paid by the purchaser within thirty (30) days from the date of receipt of the request for cancellation.

### **2. Transfer of Interment Rights after 30 Day Cooling-Off Period**

At any time after expiry of the 30-day cooling off period, an interment rights holder as recorded on the Corporation's or Organizational Member's records, as the case may be, has the right to transfer the interment rights, whether for consideration or for no consideration by way of gift, bequest or otherwise. Any transfer of the interment rights may only be made to a Jewish person and shall be in accordance with the requirements of the Corporation's By-laws and Rules and Regulations and, if in an Organizational Section, in accordance with those of the particular Organizational Member, and shall also be in keeping with the Act.

3. All transfers of interment rights must be carried out through the Corporation. On receipt by the Corporation of the documentation it requires, including the consent of the Organizational Member if applicable, together with the requisite administration fee for the issuance of a replacement certificate in accordance with the price listed on the Corporation's current price list the Corporation will issue a new interment rights certificate to the transferee.

4. The interment rights holder(s) intending to sell or transfer those rights shall provide the following documents to the Corporation so that the Corporation can confirm the ownership of the rights and provide the transferee/third party purchaser with the required certificate etc.:

- an interment rights certificate endorsed by the current rights holder
- a written statement, if applicable, of the number of interment rights that have been used and the number of interment rights that remain available
- any other documentation in the possession of the interment rights holder relating to the rights; and
- a written statement, in a form to be provided by the Cemeteries, containing information on the terms of the proposed sale including price.

The Corporation will require:

- a statement signed by the interment rights holder transferring/selling the interment rights, acknowledging the transfer/sale of the interment rights to the transferee and, if for consideration, the sale price;
- where applicable, a statement signed by an Allottee, consenting to the transfer of the interment rights to the transferee;
- confirmation that the person transferring the interment rights is the person registered on the Corporation's records and that the person has the right to transfer the interment rights;
- a statement as to the effective date of transfer of the interment rights to the third party;
- the name and address of the third party transferee; and
- a statement of any money owing to the Corporation in respect to the interment-rights;

The transferee/third party purchaser will be provided with the following documents by the Corporation:

1. an interment rights certificate
2. a copy of the Corporation's current by-laws
3. a copy of the Corporation's current price list
4. a written statement of the number of interment rights that have been used and the number of interment rights that remain available;
5. any other documentation in the possession of the interment rights holder relating to the rights

Once the endorsed certificate and all required information have been received by the Corporation from the interment rights holder, the Corporation will issue a new interment rights certificate to the transferee.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the transferee shall be considered the current holder of the interment rights, and the transfer of the interment rights shall be considered complete in accordance with the Corporation's By-laws and Rules and Regulations and the Act.

**5.** Where the interment rights are in an Organizational Member's Section, the Organizational Member may repurchase the interment rights from the rights holder(s) if it so desires. Similarly, where the interment rights are in the Community Section, the Corporation may repurchase them if it so desires. The Organizational Member or the Corporation, as the case may be, may negotiate a purchase price so long as the interment rights holder acknowledges being aware of the Corporation's current price list amounts for interment rights.

#### **6. Effect of Exercise**

If any portion of the interment rights has been exercised, an interment rights holder, or if a Certificate of Interment Rights has not yet been issued, the purchaser of interment rights, is not entitled to cancel the contract or transfer the interment rights to any other person.

**ARTICLE VII — Interment Arrangements and Responsibilities of Funeral Establishments**

- 1. a)** All interments in the Community Section shall be restricted to holders of interment rights.
- b)** In Organizational sections, an Allottee shall, subject to the by-laws of the Corporation, have the right to designate who shall be interred in its section. The Corporation shall have the right to require from each Allottee the names of those who have purchased interment rights for inclusion in the register of the Corporation. This shall not replace the formal register of the individual Allottees. No interment shall be made on the Sabbath, or on 4 days of Passover. (the first 2 days and the last 2 days); 2 days of Rosh Hashana; Yom Kippur (Day of Atonement); the 2 days of Shavuot; the first 2 days of Succot, Shemini Atzeret and Simchat Torah. Only in the event of extraordinary circumstances may an interment be permitted on the 2<sup>nd</sup> day of Passover; the 2<sup>nd</sup> day of Shavuot and the 2<sup>nd</sup> day of Succot and on Simchat Torah.
- c)** Arrangements for interment at time of need shall be made with the Corporation through approved funeral establishments.
- d)** All funeral times must be approved in advance by the Superintendent or his assistant. Funerals shall, when possible, be spaced at least one hour apart.
- e)** Employees of the Corporation are forbidden to suggest or recommend the name of any particular funeral establishment, even upon direct inquiry.
- f)** Approved funeral establishments shall be those funeral establishments designated from time to time by the Board.
  
- 2.** The Superintendent or his assistant and/or the appropriate *Chevra Kadisha* or funeral director shall be present at interments.
  
- 3.** A burial permit, showing that the death of the deceased has been registered, must be delivered to the Cemetery Superintendent before interment. Information stating the name of the Interment Rights Holder, if different from the deceased, the name of the deceased, date of death, next-of-kin's name and address shall be delivered by the funeral establishment to the Superintendent or his assistant before interment may take place.
  
- 4.** No interment right shall be opened for interment or disinterment by a person not in the employ of the Corporation, except with written permission of the Executive Director of the Corporation.
  
- 5.** Each grave shall be of sufficient depth to give a covering of at least three feet over the top of the outside shell of the casket or other container.
  
- 6.** A list of fees for all services provided by the Corporation, as authorized by the Board of Directors, shall be available at the offices of the Corporation.
  
- 7.** The funeral establishments shall collect and shall forward to the Corporation the amount calculated in accordance with the fee schedule established from time to time and shall show each item on their invoice to the client.
  
- 8.** The Corporation shall not be responsible for loss or damage to any articles upon any interment right or grave.

- 9.** When arranging an interment, the funeral establishment shall immediately convey in writing or by facsimile or delivery to the cemetery site the following information:
- a)** Community Section or Organizational Allotment
  - b)** Name and last address of the deceased
  - c)** Whether or not the deceased or a spouse is a Kohen and requires interment right location consideration
  - d)** Outside dimensions of the casket and/or vault
  - e)** Time requested for service
  - f)** At the time of the arrangement of a first interment in the Community Section it is the responsibility of the funeral establishment to determine whether or not there is to be a reservation of interment rights for the adjacent plot, and;
    - 1) To notify the superintendent in writing that such a reservation has been requested.
    - 2) In the event that notification has been received, and payment of the purchase price for the adjacent plot has not been received by the Corporation within 30 days of the date of the first interment, the reservation will lapse.
    - 3) To notify the representative of the deceased of the provisions of this paragraph.
  - g)** It is the responsibility of the funeral establishment to determine whether or not there is to be an interment reservation to be held for 30 days, in the Community Section.
  - h)** For a burial in an Organizational section, the Allottee shall designate the specific plot to be used. The funeral establishment shall obtain that information from the Allottee and convey this to the Cemetery Superintendent.

**10.** In the case of any error of information conveyed, the funeral establishment shall be fully responsible, and shall be charged with the cost of correcting any error.

**11.** Standard grave openings are:

- a) All Caskets — 8' x 2'6"
- b) Vault — 8' x 3'2"
- c) Infant Grave — 3' x 15"

The Corporation will not be responsible if the wrong size grave is ordered and the funeral establishment will be charged with the cost of correcting the error.

**12.** Those to be interred at the cemeteries shall have been accorded the traditional rites of *Shmira* (guarding between death and burial), *Tahara* (purification by a *Chevra Kadisha*) and *Tachrichim* (*Halachic* burial garments). The funeral establishment must satisfy the Corporation that these criteria are being met.

## **ARTICLE VIII — Monuments**

Specifications and regulations for monuments and markers to be installed on all sections of the Cemetery:

**1.** All monuments and markers must conform to the following specifications except for the design variations described in Paragraph 3 below.

### **SINGLE MONUMENT:**

**WIDTH THICKNESS HEIGHT**

**DIE 2'-6" x 0'-8" x 2'-6"**

**BASE 3'-0" x 1'-2" x 0'-6"**

### **DOUBLE MONUMENT**

**WIDTH THICKNESS HEIGHT**

**DIE 5'-0" x 0'-8" x 2'-4"**

**BASE 6'-0" x 1'-2" x 0'-8"**

### **MARKERS: 2 SIZES ALLOWED FOR MARKERS**

**WIDTH THICKNESS HEIGHT**

**12" x 14" x 4" 14" x 24" x 4"**

In accordance with the Act, the following charges must be made for each marker or monument installed. These charges are to be placed into the Care and Maintenance Fund as follows:

- a)** A flat marker measuring less than 439.42 square centimetres (173 square inches - 12"x14"x4"). No charge.
- b)** A flat marker measuring at least 439.42 square centimetres (173 square inches - 14"x24"x4"). Charge - \$100
- c)** An upright monument measuring 1.22 metres (four feet) or less in height and 1.22 metres (four feet - single monument) or less in length, including the base. Charge - \$200
- d)** An upright monument measuring more than 1.22 metres (four feet) in either height or length, including the base. Charge - \$400

**2.** All monuments, markers, and bases shall be manufactured of one solid slab of granite. The thickness of 8" must be maintained on all monuments, except as described in paragraph 3 below. The colours shall be pink, grey, black, brown, red, blue, green (no dowelling or cementing together of different slabs of granite permitted). Under no circumstances is Stanstead Granite (Canadian grey) to be used, except for bases. The surfaces of all monuments must be finished either, rock, steeled (i.e. smooth but not polished) or polished. All bases must be steeled or polished on top, and the balance of the base must be rock, in order to minimize any damage by the equipment. The beds of all monuments and markers, and the tops of all bases shall be cut level and true. The Board of Directors shall have the right to disallow at its discretion any marker or monument designs and inscriptions deemed to be offensive to the community. Nothing shall be affixed to the monument or marker. No human likeness, (except hands), nor any animal likeness (except stylized lions or doves) shall be part of the design.

- 3.** Notwithstanding the above, the following variations for design purposes shall be permitted:
- a)** For the first 2” above the bed of the die, a tolerance of 2” in the width on each side of the monument and 1/2” in the thickness shall be permitted for design purposes. (see diagrams on file) From the bed of the die, a single monument must be 2’ 6” at its widest and highest points. A double monument must reach 2’4” at its highest point and 5’0” at its widest point.
  - b)** At any point at least 8” above the bed of the die, the narrowest point on a single monument shall be at least 22” in width, and the narrowest point on a double monument shall be at least 52” in width.
- 4.** Persons who wish to make arrangements for the erection of a monument or marker shall communicate directly with monument firms. Monument dealers shall be responsible to ensure adherence to the specifications for monuments that may be installed at the Cemeteries.
- 5.** No monument may be installed at the Cemeteries unless the provider has first received a permit from the Corporation.
- 6.** The following information must be furnished when requesting a permit to install a monument:
- a)** location of interment right - including phase number, section, row and interment right number
  - b)** name of deceased
  - c)** name, address and telephone number of next of kin
  - d)** design of monument - to include a sketch and all dimensions, and inscriptions.
- 7.** A permit shall not be issued until all charges for interment rights, grave opening, monument foundation and burial licence fees have been paid in full either by the interment rights holder, next of kin, or a third party.
- 8.** Timing arrangements for the unveiling of a monument shall be made by the family with the office to reduce the likelihood of conflict with other unveilings. Arrangements or any other necessary preparations may also be made with the office. Artificial ground covering will be supplied free of charge on the day of an unveiling if requested, but must be arranged in advance.
- 9.** Employees of the Corporation are forbidden to suggest or recommend the name of any particular monument firm, even upon direct inquiry.
- 10.** From time to time, the Corporation will determine which graves do not have a marker or monument. The Corporation will communicate with next of kin, if possible, to inquire about plans for a monument. If no family or next of kin exist, or if next of kin do not intend to erect a monument or marker, the Corporation will place a marker with name and year of death on such a burial site.
- 11.** Only one monument may be erected on a burial site and this must be placed on the foundation reserved for it.

**12.** Monuments or markers for infants' graves, shall be made of granite and conform with the regulations of the Corporation. In the event it is intended to erect a monument on the grave of a child, a standard interment right must be purchased.

**13.** All monuments shall be set at the head of the grave (i.e., at the west end).

**14.** The Cemeteries are responsible for the care and maintenance of markers and monuments pursuant to the provisions of the relevant legislation. Monuments and markers installed at the Cemetery are the property of the interment rights holder. If a monument or marker at the Cemetery presents a risk to public safety because it is unstable, the Corporation shall take necessary measures by way of resetting or laying down the monument or marker so as to remove any risk. In the event that damage is inflicted on a monument or marker by equipment operated by a staff member, the Cemetery shall be responsible for repairing such damage.

**15.** No Monument shall be delivered to any Cemetery for installation until the Monument foundation has been constructed and the Monument Dealer has been notified in writing by the Cemetery to that effect.

**16.** All Monument Dealers must, before installation, report to the Superintendent or his designate, who will then check that the size, dimensions, design and inscription conform with the Permit. In addition, if any Monument or Marker does not conform with the Rules and Regulations, or is not in conformity with the Permit, it will not be admitted into the Cemetery.

**17.** If, after installation of the Monument or Marker, the Board of Directors shall determine that any Monument, Marker or other structure or the installation thereof is in violation of these Rules and Regulations, or is not in conformity with the Permit, the Corporation shall give written notice to the Monument Dealer, requiring it to take such steps as are necessary to correct the violation. If the Monument Dealer fails to do so within thirty (30) days after receipt of written notice, the Corporation may take such steps as it deems necessary, including the removal of such structure at the cost of the Monument Dealer. In such case, the Corporation shall endeavour to notify the deceased's next-of-kin or legal representative who appears in the Corporation's records.

#### **ARTICLE IX — Foundations**

**1.** The Corporation shall construct all foundations. The foundations are built 4 feet deep, below the frost line, and in a continuous strip for the length of a row of interment rights on a north – south axis. After the first burial in a row, the foundation will be poured as soon as weather conditions permit, usually between May 1 to November 1.

**2.** In accordance with the Act, a levy is collected for each monument or designated marker erected at the cemetery. (see Article VIII - par.1) This levy must be put into the Care and Maintenance Fund.

**ARTICLE X — Regulations Governing Work Performed at the Cemeteries**

1. No person other than cemetery staff shall perform any work at the cemetery without first having received specific permission from the Executive Director, the Superintendent or the Board of Directors. Work shall mean all labour performed, including planting of flowers or trees, gardening, construction, grave opening, or any kind of maintenance.
2. Any party performing such work shall acknowledge that they shall be responsible for taking necessary precautions to protect the grass surface, monuments, markers, trees or any structures that may be subject to damage from heavy materials and equipment that may be used in performing such work. They shall also avoid walking on grave sites and committing any other acts which might be offensive. The Superintendent shall be responsible for supervising all aspects of work on the cemetery regardless of who performs the work.
3. All work must be performed during regular cemetery hours except when special permission is granted by the Executive Director or the Superintendent or the Board of Directors.
4. No work shall be done on Shabbat or any Jewish Holy Day under any circumstances.

**ARTICLE XI — Special Services Provided: Facilities for *Kiddush*, *Sheimot*, Meetings, Visitors and Decorum**

1. Entry to the Cemeteries will not be permitted 15 minutes prior to the closing times noted below. The Cemeteries are open:

April to October

Sunday to Thursday 8:00 a.m. to 5:00 p.m.

Friday 8:00 a.m. to 4:30 p.m.

November to March

Sunday to Thursday 8:00 a.m. to 4:00 p.m.

Friday 8:00 a.m. to 3:30 p.m.

The Cemeteries and all facilities shall be closed on Shabbat and the following Jewish Holy Days:

- a) Rosh Hashanah - 2 days
- b) Yom Kippur - (Day of Atonement)
- c) Passover - First two days, and last two days
- d) Shavuot - 2 days
- e) Sukkot - 1st 2 days
- f) Shemini Atzereth
- g) Simchat Torah

2. No eating or drinking or picnic party shall be permitted in the cemetery at any time, except in the facility described below
3. An all-weather handwashing station is available at the Cemeteries' entrance.

**4.** Arrangements may be made with the offices of the Corporation for the burial of religious books and artifacts. A fee will be charged for this service.

**5.** Facilities are available in the administrative building for a gathering or a L'chaim. Arrangements shall be made with the Superintendent in advance for use of the building. A charge shall be levied for use of the facilities as approved by the Board of Directors from time to time.

**6.** Washroom facilities are available.

