

# Holy Trinity Anglican Cemetery

Headingley



# CEMETERY RULES AND REGULATIONS

*The following Rules and Regulations have been adopted for the mutual protection of owners of interment rights (Rights Holders) in the cemetery, visitors and cemetery employees. All Rights Holders and other persons within the cemetery, and all interment rights sold therein, shall be subject to these Rules and Regulations as they now exist and as they may reasonably be amended or altered hereafter by the Cemetery Board (represented in this document as the "Cemetery"). Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery shall have the same force and effect as if these Rules and Regulations were set forth in full therein.*

*The Cemetery expressly reserves the right, at any time, at its sole discretion and without prior notice to any Rights Holders, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations.*

*A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request to the Cemetery office. This document can also be located on the website.*

## **Terminology**

Owner:	The owner of the cemetery is defined as Holy Trinity Anglican Cemetery.
Rights Holder:	The individual or individuals who are listed on the Certificate of Interment Rights for a specific plot or niche.
Interment Right:	Is the right of interment in the plot/niche, but does not include a right of ownership title to the plot/niche itself, including the land containing the plot/niche.

## **General Administration**

1. The Cemetery reserves full and complete control and management of the lands, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these regulations.
2. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications to any of the Rules and Regulations when, in its judgement, the same appears advisable. Any such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.
3. Transfers of interment rights from the Cemetery to the Rights Holder must be made in writing on the form available from the Cemetery, and is subject to approval by the Cemetery's authorized representative.
4. Where disinterment is required, the Rules and Regulations regarding burials will apply.

## **Cemetery Operations and Maintenance**

1. The Cemetery reserves the right to compel all persons coming into the cemetery to obey all Rules and Regulations adopted by the Cemetery.

2. The Cemetery may take reasonable precautions to protect against loss or damage to property or rights within the cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control.
3. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the cemetery without written authorization issued by Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.
4. The Cemetery retains the right of passage over every plot so that cemetery operations may be performed effectively.
5. The Cemetery may remove any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery including deteriorated wreaths and flowers.
6. An article removed will be held at the cemetery for collection. If not collected, it will be disposed of after 14 days. Deteriorated wreaths and flowers will be disposed of.
7. No permanent trees or shrubs may be planted.
8. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgement it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant.
9. The Cemetery shall have the right at any time to re-survey, enlarge, diminish, replot, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the cemetery, subject to the approval of any regulatory authority.
10. The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, or sales, transfers or conveyances of interment rights, including the right to substitute and convey in lieu thereof other interment rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of the interment rights, merchandise or services to which the error relates. In the event such error shall involve the interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

### **Burials and Interment Regulations**

1. All cemetery charges and fees for interment services, interment rights and care and maintenance must be paid in full before an interment is made in a particular interment space within the cemetery. All fees for disinterments must also be paid in advance.
2. Before each interment or scattering of cremated remains is allowed on a plot, the Cemetery must receive a completed Interment Order and Authorization form from the authorized representative(s). This form may be forwarded to the Cemetery by facsimile or electronic transmission and may need to be signed before a notary public. If it is not possible to have the authorization notarized, the authorizations may be accepted if accompanied by some form of positive identification (for example, a driver's license).
3. All interments and disinterments within the cemetery shall be authorized by and in the presence of Cemetery personnel.

4. The Cemetery must be provided with 48 hours notice before an interment can be performed, and interment will be performed during regular working hours. Additional fees will apply outside regular hours. No burial will take place on Sunday.
5. No burial shall take place except in the presence of the Cemetery's authorized representative or a member of the Cemetery Board.
6. The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery.
7. Remains to be buried in a grave require a concrete liner in order to reduce sinkage of graves. The concrete liner must be of a size to permit burial within the dimensions of the plot.
8. The Cemetery may require the supplier of the concrete liner to install it under the supervision of a Cemetery appointed person.
9. No more than three human remains (one traditional burial and two cremations, or three cremations) shall be interred in one burial plot unless specifically authorized in writing by the Rights Holder and the Cemetery. The Cemetery shall charge a separate fee for each interment.
10. No container may be opened without a court order or without the written consent and in the presence of the legal representative of the deceased, and a Cemetery appointed person.
11. The Cemetery will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.

#### **Ownership of Interment Rights (Rights Holder)**

1. Interment rights within the cemetery shall be used for no purpose other than for the interment and/or memorialisation of human remains.
2. If a Rights Holder dies without having transferred unused interment rights either by a specific device in the Rights Holder's will or by a written direction furnished to the Cemetery, any such unused interment rights descend to the heirs at law of the Rights Holder in accordance with the laws of descent and distribution of the Province of Manitoba, subject to the interment rights of the deceased and his or her surviving spouse.
3. Where such a transfer of ownership of interment rights results in multiple Rights Holders of any interment rights, each co-Rights Holder shall have the right to be interred in any interment space of the co-Rights Holders which has not been used at the time of that co-Rights Holder's death, and the consent of the other co-Rights Holders shall not be required for any such interment; however, no co-Rights Holder may convey an interment right, or authorize the interment of anyone other than a co-Rights Holder, without the consent of all other co-Rights Holders of that interment right.
4. When there are two or more Rights Holders, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc., with respect to the interment rights of such Rights Holders. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Rights Holder, provided no other co-Rights Holder has notified the Cemetery of an objection prior to the Cemetery acting on such direction.
5. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any interment right until the purchase price of the interment right has been paid in full.

### **Sale and Transfer of Interment Rights**

1. The sale or transfer of any interment right by any Rights Holder shall not be binding upon the Cemetery unless such a sale or transfer is first approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Rights Holders. The Cemetery shall make available to Rights Holders, upon request, necessary forms to affect any sale or transfer of interment rights.
2. Any and all transfers of interment right, whether same is by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended. All transfers of interment rights shall be subject to a transfer fee as posted in, or available from, the Cemetery office, and which fee must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. No transfer shall be effective until all transfer fees are paid.
3. The Cemetery may, at its option, accept exchanges of interment rights when desired by Rights Holders, subject to written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Rights Holder shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.
4. Removal of interred, entombed or inurned remains by heirs, Rights Holders or any other person having an interest in any interment rights, for the purpose of reselling the interment rights, is prohibited.

### **General Regulations**

1. No dogs or other animals, except guide dogs or other service animals, shall be permitted in the cemetery.
2. No boxes, shells, toys, glassware, sprinkling cans, receptacles, or other items (other than vases meeting the Cemetery's specifications which have been placed with the Cemetery's permission) which may be determined by the Cemetery, in its sole discretion, to be dangerous, unsightly, offensive or a nuisance, will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items and shall not be responsible for the storage, care or return of the items.
3. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.
4. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Cemetery Rules and Regulations.

### **Memorial Markers and Installation**

1. In order that the improvements and appearance of the cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorial markers which are placed in the cemetery.
2. The Cemetery reserves the right to reject and prevent the placement or construction of any memorial marker or foundation or other item or structure which does not conform with these Rules and Regulations of the Cemetery then in effect.
3. The Cemetery reserves the right to specify the date and time for any installation by a contractor.

4. A memorial marker must be installed on a concrete or granite base, which is level with the ground. This is required within 18 months of the initial use of a plot, allowing for ground settling.
5. All markers shall be of bronze or granite and installed to conform to the approved plan of the cemetery.
6. If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Rights Holder's expense, any such offensive or improper memorial, object or inscription.
7. Where there is more than one interment in a plot, additional memorial markers may be placed upon approval of the Cemetery management.
8. No memorial marker may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery. The name and inscription of each memorial marker must correspond with the legal name of the deceased interred in the interment space or memorialized on that interment space where there is no interment. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the cemetery.
9. Installation of memorial markers may take place upon completion and approval of the Application for Installation of Marker form.
10. No memorial marker shall be installed on a grave space until all outstanding indebtedness to the Cemetery has been paid.
11. Except as required in the course of regular maintenance or an interment, a memorial marker shall be removed from a plot only on the written order of the Rights Holder and such removals shall be the responsibility of the Rights Holder.
12. The Cemetery will take all reasonable precautions to protect memorial markers, vases and other property of Rights Holders from loss or damage, but it is not responsible for loss or damage occurring for reasons beyond the control of the Cemetery.
13. The Cemetery shall have the right to move memorials and foundations without prior authorization if such action is necessary for an interment, disinterment, maintenance, repair or upkeep.
14. In the event a memorial marker, foundation or other object is placed or constructed in the cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Rights Holder's expense, to remove any unauthorized memorial or other object.
15. The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. The Cemetery reserves the right to remove any bench which does not comply with this section.
16. The Cemetery reserves and shall have the right to inspect the completed installation of any memorial marker or memorial foundation performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Rights Holder for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the cemetery.