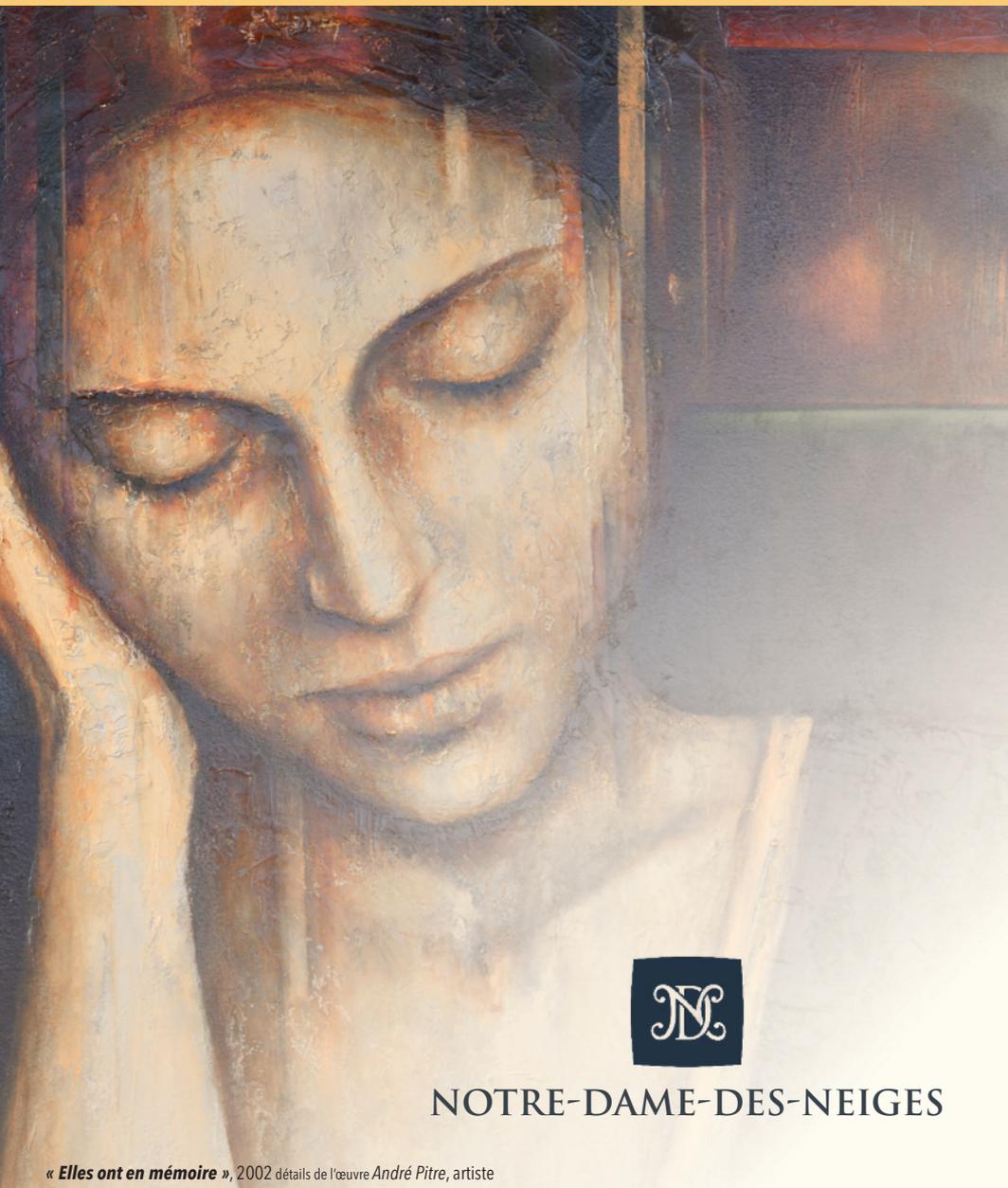


# LAW AND REGULATIONS



NOTRE-DAME-DES-NEIGES

« *Elles ont en mémoire* », 2002 détails de l'œuvre *André Pitre*, artiste

M u c h   m o r e   t h a n   a   c e m e t e r y

## OUR MISSION

Notre-Dame-des-Neiges Cemetery is a Catholic cemetery open to other faiths. It is a place for the deceased to be laid to rest with respect and dignity, serving as a testament to their spirituality and providing comfort and tranquility. It offers a full range of interment and commemoration goods and services.

A national historic site set in a unique geographical location, the Cemetery and its heritage command respect for both traditional and modern-day values like the environment, community relations and the promotion of the art forms it possesses.

The Cemetery handles its operations with a view to maintaining its financial integrity and fulfilling its long-term obligations to ensure its growth and longevity. Its staff provides compassionate yet professional reception and guidance.



## WHERE DOES THE NAME *NOTRE-DAME-DES-NEIGES* COME FROM?

A wonderful medieval legend tells us that in Rome:

"On the night of August 4 to 5, 356, the Virgin Mary came to Pope Liberius and a rich noble named Giovanni in a dream and asked them to erect a building in her honour. Snow would mark the place where they should build this sanctuary the very next day. The Pope and Giovanni Patrizio got together and, astonished, saw that despite it being summer, snow had fallen on Esquiline Hill, one of the Seven Hills of Rome. Liberius drew up the plans and Giovanni financed the construction of the first basilica."

This quote and the one below were translated from an article published in the Bétharram parish newspaper. Bétharram is a place of pilgrimage on the Gave de Pau in the French Pyrenees. Incidentally, Notre-Dame-de-Lourdes is located on the shores of this river.

"Still in Rome, in 432, one year after the Council of Ephesus proclaimed the dual nature of Christ, human and divine, and Mary to be the "Birth Giver of God," Pope Sixtus did something worthy of our attention: he dedicated the Our Lady of the Snows [*Notre-Dame-des-Neiges*] basilica to Mary, Mother of God."

"Today the Basilica of Saint Mary Major stands in this place, one of four Roman churches to hold the title of "major" basilica (along with Saint John Lateran, Saint Peter in the Vatican and Saint Paul outside the Walls), with extraterritorial rights under the 1929 Lateran Treaty."

According to the Roman calendar, Our Lady of the Snows [*Notre-Dame-des-Neiges*] is celebrated on August 5, in honour of the consecration of the Saint Mary Major Basilica.

# NOTRE-DAME-DES-NEIGES

Much more than a cemetery

## OUR PRODUCTS AND SERVICES

Plots of any sizes

Marble or glassed niches

Crypts

Commemorative sites

Personalised monuments

Inscription and engraving on monuments

## COMPLETE FUNERAL SERVICES

Transportation of the deceased

Cremation

Exposition

Choice of cinerary urns and caskets

Funeral ritual coordinator

Funeral mass or Liturgy of the Word

ALL OUR PRODUCTS AND SERVICES  
ARE AVAILABLE IN PRE-ARRANGEMENTS.

4601 Côte-des-Neiges Road, Montreal, Quebec H3V 1E7

Tel.: **514-735-1361**

Fax: **514-735-3019**

**[www.cimetierenotredamedesneiges.ca](http://www.cimetierenotredamedesneiges.ca)**

# IMPORTANT INFORMATIONS

## ■ MY WILL

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A will is a written document act in which I dispose of all or part of the property to be handed down to my heirs. It may be on notarial will, a holograph will or a will made in the presence of witnesses. For further information notarial will, contact the **Chambre des Notaires of the Province of Quebec**:

[www.cnq.org](http://www.cnq.org)

1801 McGill College Avenue Suite 600, Montreal (Quebec) H3A 0A7

**514-879-1793 / 1-800-263-1793**

## ■ MY LIVING WILL

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A living will is a written document in which I specify the treatment and care I want to receive in the event of terminal illness. For example, I can stipulate whether I want to be kept alive artificially or whether I want to be administrated medication which will be effective in alleviating pain.

## ■ MY PRE-ARRANGEMENT CONTRACT

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Pre-arrangements contract are an agreement made with a funeral or cemetery establishment. These contracts contain specific advances instructions regarding the funeral arrangements, thus eliminating many of the worries families and loved ones experience during that trying time. A Notre-Dame-des-Neiges family service counsellor will be happy to give you any useful information you need about funeral pre-arrangement.

## PERSONAL NOTES

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# MY LAST WISHES

This section describes my last wishes.  
When I die, I would like them to be carried out.

## > I want my body to be

- buried       cremated

## > I want my family and friends to pay a tribute to my memory and receive the condolences of well-wishers

- with a open casket  
 with a closed casket  
 with my cinerary urn  
 in the absence of my mortal remains  
 at \_\_\_\_\_

## > I want my

- funeral  
 memorial service

### to be conducted

- at Notre-Dame-des-Neiges cemetery  
 at \_\_\_\_\_ church

## > I want disposition of my

- body  
 cremated remains  
 to occur at Notre-Dame-des-Neiges cemetery  
 in a lot  
 in a crypt  
 in a columbarium

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# LAW

## Concerning Notre-Dame-des-Neiges Cemetery (2 Ed. VII chap. 92) *Sanctionned, march 26<sup>th</sup> 1902*

- > 1 The grant of a lot in the cemetery does not confer the ownership of the soil, but merely the right of using it as a burial place.
- > 2 It shall be lawful for the grantee to declare in the deed of grant, or in his will, or in any other deed, what persons may be buried in the lot conceded, but he cannot, without the consent of the Fabrique, grant such right to persons outside of his family, except brothers and sisters; he may also exclude therefrom, any person he may think proper. Such wish of the said grantee shall be notified to the Fabrique, by serving a copy of the document containing it.
- > 3 In the absence of such declaration, the grant is supposed to be made for the grantee himself, the members of the family and his heirs.
- > 4 For the purposes of this act, the family includes the father, the mother and the children of the grantee, as well as the direct descendants of the latter; it also includes the husband or wife during widowhood.
- > 5 If, after the death of the grantee, the right of using the lot belongs to several persons, they shall enjoy the same in common, and the lot remains undivided.
- > 6 Neither the grantee nor the members of his family, nor his donees, legatees or heirs can, without the consent of the Fabrique, transfer their right to the enjoyment of the lot wholly or in part, nor allow a person outside of the family to be buried therein. In the event of undivided possession, the consent of all the co-proprietors is likewise necessary. The same provision shall apply, mutatis mutandis, to private vaults.
- > 7 In all cases, the right of burial in a conceded lot is limited to persons professing the Catholic religion, and buried with the honors of ecclesiastical burial.

- > 8 Whosoever shall pretend to have acquired the right of burial, by will or otherwise, in a conceded lot, shall produce proof thereof, by serving to the Fabrique a copy of the documents establishing such rights.
- > 9 Should any difficulty arise with respect to the right of being buried in a conceded lot, the person whose right is contested, cannot be buried there until the question has been amicably settled or decided by judicial authority. Meanwhile the body may be buried in a part of the cemetery indicated by the Fabrique, or placed in the vault of the Fabrique, at the expense of the interested parties.
- > 10 Article 1 of act 40, Victoria, chapter 61, is amended by adding the following words at the end thereof: «If any burials have taken place in the said lot and the new grantee requires the bodies to be removed therefrom, the Fabrique may disinter the same and transfer them to another suitable part of the cemetery».
- > 11 The word grantee in the present act means the person who has acquired the lot.
- > 12 For all sanitary purposes the Cemetery of Notre-Dame-des-Neiges is placed under the control of the municipal sanitary authorities of Montreal.
- > 13 As the present law is of a declaratory nature it applies to lots which are now, or which may be hereafter conceded.
- > 14 This act shall come into force on the day of its sanction.



# REGULATIONS FOR THE CEMETERY

## ■ ARTICLE - 1

### INTRODUCTORY PROVISIONS

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#### 1.1 Object of the By-law

This Regulation establishes the rules that apply to the concession, maintenance and repossession of funerary sites and funerary markers, as well as the rights and obligations of the concession holders. It determines the conditions of burial and disinterment and specifies various provisions useful to Cemetery management. It is adopted pursuant to the private legislation constituting the charter of the Fabrique de la paroisse Notre-Dame de Montreal, in particular the *Notre-Dame-des-Neiges Cemetery Act*, 2 Ed. VII c. 92, and pursuant to the *Act respecting Fabriques*, L.R.Q., c. F-1.

#### 1.2 Christian Cemetery

The Fabrique de la paroisse Notre-Dame de Montreal has the mission to dispose of the bodies and ashes of the deceased in respect for the Christian faith and the Roman Catholic rite. The Cemetery, as such, is a sacred place. Any person who professes the Christian faith may be buried there.

#### 1.3 Regulated Site

Notre-Dame-des-Neiges Cemetery is located in the Mount Royal Historical and Natural District. It is also subject to the legislative and regulatory provisions that dictate control by the Cemetery of the use and development of funerary sites.

## ■ ARTICLE - 2

### DEFINITIONS AND INTERPRETATION

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#### 2.1 Definitions

In this Regulation, unless the context indicates a different meaning, the following definitions apply:

- 2.1.1 "Building" means an administrative pavilion, mausoleum, columbarium and other structures owned by the Fabrique;

- 2.1.2 "Burial" means, depending on the context and under the authority of the Fabrique, the urn burial, interment or inurnment of human remains, in a crypt or a tomb. This term also means the site where the human remains are deposited;
- 2.1.3 "Cancellation" means termination of the contract before the expiry of the projected term;
- 2.1.4 "Cemetery" means the grounds, buildings, woods, roads, aisles, fences, hedges, borders, trees and shrubs, all owned by the Fabrique and constituting a complex intended for the burial of the deceased or their ashes;
- 2.1.5 "Cemetery Management" means the general manager and his representatives, who are part of Cemetery management;
- 2.1.6 "Cinerary Urn" means a container holding the ashes of a deceased;
- 2.1.7 "Columbarium" means a funerary building or installation, owned by the Fabrique, including the niches in which one or more cinerary urns are placed, under the authority of the Fabrique;
- 2.1.8 "Commemorative or Community Burial Ground" means a part of the cemetery used for burials not performed on the conceded sites;
- 2.1.9 "Concession" means an authorization granted by the Fabrique, by means of a concession contract, to use, for a specified period and in consideration of payment of the claimable costs fixed by the Fabrique, an urn burial space, a plot, a niche, a crypt, a tomb or another similar site, owned by the Fabrique, for the sole purposes of disposing of the body or the ashes of the deceased in accordance with the act and the regulations in force;
- 2.1.10 "Concession Holder" means a natural person who has entered into a concession contract. The term also applies to a legal person approved by the Fabrique;
- 2.1.11 "Crypt" means a tomb or a space developed in a mausoleum to receive, under the authority of the Fabrique, one or more coffins, in accordance with the standards and the regulations in force;
- 2.1.12 "Disinterment" means the action of extracting ashes or a body from the interment site;
- 2.1.13 "Fabrique" means the Fabrique de la Paroisse de Notre-Dame de Montreal, owner and manager of Notre-Dame-des-Neiges Cemetery;

- 2.1.14 "Family" means the father, the mother and the children of the concession holder, and their direct descendants, as well as the spouse;
- 2.1.15 "Funerary Marker" means any monument, decoration, inscription and other funerary markers with a funerary vocation, produced by a concession holder or at the request of a concession holder, and intended to commemorate the name of a deceased, or to identify or decorate a plot or an urn burial space;
- 2.1.16 "Interment" means, under the authority of the Fabrique, the disposition of a body or the ashes of a deceased in a burial place, including a crypt or a tomb;
- 2.1.17 "Maintenance" means the action of maintaining the Cemetery in good condition by performing, as needed, the repairs and the work considered necessary, in particular, lawn trimming, landscaping, including various installations, roads, signage, parking, irrigation, sewers and drains, fence;
- 2.1.18 "Mausoleum-Columbarium" means a funerary building owned by the Fabrique, which contains niches and/or crypts;
- 2.1.19 "Niche" means a space, windowed or not, developed in a columbarium to receive one or more cinerary urns, under the authority of the Fabrique;
- 2.1.20 "Person Responsible for the Concession" means a natural person designated by the heirs or legatees of the concession holder or its representatives when the concession holder is a legal person, to act as person responsible for the concession in accordance with paragraph 3.2;
- 2.1.21 "Plot" means a piece of land, the object of the concession contract, where the remains or ashes of one or more deceased are interred, under the authority of the Fabrique;
- 2.1.22 "Regulation" means this regulation and the other regulations of the Fabrique in force;
- 2.1.23 "Spouse" means a person related by marriage or a civil union or who cohabits with another person, in accordance with the Interpretation Act, R.S.Q., c. I-16;
- 2.1.24 "Urn Burial" means, under the authority of the Fabrique, the disposition in the earth of the ashes of a deceased in a funerary site, subject to their previous deposition in a cinerary urn or an appropriate container;

2.1.25 “Urn Burial Space” means a plot of land, the object of a concession contract, where the ashes of a deceased are deposited exclusively, under the authority of the Fabrique.

## 2.2 Rules of Interpretation

The terms used in the singular include the plural and vice versa; those used in the masculine include the feminine and vice versa, and the provisions that apply to natural persons also are meant for legal persons.

## 2.3 Discretion

When the Regulation confers a discretionary power on the Fabrique, it may exercise this power as it sees fit and whenever it deems it expedient, in its best interest.

## 2.4 Headings

The headings used in this Regulation are indicative and are not part of this Regulation.

## 2.5 French version shall prevail

In case of divergence between the french and the english versions of this Regulation, the french version shall prevail.

## ■ ARTICLE - 3

### CONCESSION OF A FUNERARY SITE

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#### 3.1 Concession Contract

3.1.1 *Contents of the Contract* – The right to use a plot, urn burial space, niche, crypt or other similar site is conceded by means of a concession contract between the Fabrique and the concession holder, containing, in particular, the name and contact information of the concession holder, the description of the concession, the conditions for installation of a funerary marker, the price, the term of the concession, the declaration of the concession holder affirming that he has read the regulations in force and that he acknowledges he is bound by these provisions.

- 3.1.2 *Maintenance of Plots Conceded Before 1930* – The concession holder of a site conceded before 1930 must address Cemetery management to make the necessary arrangements for his contribution to the maintenance expenses.
- 3.1.3 *Payment in Advance* – The contract is made in duplicate and is signed and executed by the concession holder and by a representative of the Fabrique. One of the copies is given to the concession holder and the other is retained in the Fabrique’s archives. The use of the concession is expressly reserved for the Fabrique until payment in full of the price by the concession holder. Until then, the concession holder may not use the concession.

### **3.2 Person Responsible for the Concession**

- 3.2.1 *Designation of the Person Responsible* – If, after the death of the concession holder, the right to use a funerary site belongs to more than one person (the “co-holders”), they shall enjoy it in common but must inform the Fabrique in writing within 90 days of the concession holder’s death of the person they designate as the person responsible for the concession, and notify the Fabrique of this person’s name and contact information.
- 3.2.2 *Functions of the Person Responsible* – This person responsible acts as manager in charge of the administration of undivided property within the meaning of the Civil Code of Québec and binds the co-holders concerning the administration of the concession. The person thus designated shall notify the Fabrique of any change of address. When the concession holder is a legal person, the designation of the person responsible is made upon the signing of the concession contract.
- 3.2.3 *Change of Person Responsible* – A designation of person responsible can be changed at any time. The concession holder then shall notify the Fabrique. The Fabrique is bound to send any correspondence only to the last known address of the person thus designated, as the case may be.

### **3.3 Term of the Concession**

- 3.3.1 *Term Not Exceeding 100 Years* – The funerary sites are conceded for a fixed period not exceeding 100 years. The abandonment of the Cemetery entails cancellation of the concession without indemnity by either party. The concession is renewable on the terms and conditions then in force.

3.3.2 *Moving the Remains in Case of Non-renewal or Cancellation* – In default of renewal or in the cases of cancellation set out in paragraph 3.6, the funerary sites shall be emptied of their contents, which shall be deposited in the commemorative or community burial ground.

### **3.4 Price of the Concession, Burial Fees and Other Goods and Services**

The price of the concession, the burial fees and the price of the other goods and services offered are fixed periodically by the Fabrique. Except in case of a specific agreement, they are payable upon the signing and execution of the contract and in advance of any supply of goods and services by the Fabrique.

### **3.5 Places Available**

It is up to the Fabrique alone to determine the number of places available in a plot, an urn burial space, a niche, a crypt or another funerary site.

### **3.6 Cancellation of the Concession**

3.6.1 *Default of Payment* – The concession shall be cancelled and terminated when the concession holder, without justification when he is placed in default, fails to pay the price of the concession in full according to the conditions agreed in the concession contract.

3.6.2 *Amounts Repayable* – If no burial then has been performed in this funerary site by the concession holder, he is entitled to reimbursement of the installments paid, without interest, after deducting the burial duties and administration expenses incurred by the Fabrique.

3.6.3 *Amounts Withheld* – If, on the contrary, one or more burials have taken place in this funerary site, the Fabrique shall assess its damages in advance, which shall be equivalent to the amount already paid by the concession holder in default, which amount is thus withheld by the Fabrique.

3.6.4 *Abandoned Funerary Site* – The Fabrique may cancel any concession contract of a funerary site abandoned for more than 30 days, by giving 90 days prior notice of such cancellation in a local newspaper. The Fabrique must also obtain the authorization of the court by petition.

3.6.5 *Repeated Breaches* – The Fabrique may also cancel any concession contract of a funerary site when the concession holder, repeatedly when he is placed in default, refuses or neglects to comply with the provisions of this Regulation or of any other applicable regulation.

#### **4.1 Right of Burial**

Subject to payment in advance of the price of the concession and the burial fees and compliance with the laws and regulations governing the Cemetery and the rules and usages related to its christian character, the concession holder and the designated or presumed beneficiaries have a right to their burial under the authority of the Fabrique.

#### **4.2 Concession of a Niche or a Crypt**

The concession holder of a niche has right to his own burial or, as the case may be, that of the person or persons designated by name in the contract, accounting for the capacity of the niche and the format of the cinerary urn or urns. This rule applies to the crypt, *mutatis mutandis*.

#### **4.3 Concession of a Plot or an Urn Burial Space**

In a plot or an urn burial space, the concession holder may authorize the burial of any person he designates and inform the Fabrique. He may not grant this right, without the consent of the Fabrique, to persons unrelated to his family, except to his brothers and sisters. He may also exclude such person as he deems appropriate. As the case may be, this designation or exclusion shall be made by the rightful claimants of the concession holder, although they may not cancel a designation or an exclusion of beneficiary made by the concession holder. The wishes of the concession holder or his rightful claimants shall be communicated to the Fabrique by providing it with a copy of any document attesting thereto.

#### **4.4 Presumed Beneficiaries**

In the absence of a declaration to the contrary by the concession holder, the concession of a plot or an urn burial space is presumed to be made for the concession holder himself, the members of his family and his descendants.

#### **4.5 Right of Assignment**

Subject to the terms and conditions of the prevailing contract and the regulations in force and provided that no sum of money is owed to the Fabrique, the concession holder of a funerary site may assign the use of his concession by gratuitous title, in writing, for the unexpired term. The new concession holder must undertake

to honour the concession contract in its entirety. Notice of any change of concession holder shall be given to the Fabrique within six months, on penalty of nullity. It shall take affect at that time, after acceptance by the Fabrique. The transfer fees and registration fees of this concession are fixed by the Fabrique and payable upon notification.

#### **4.6 Dispute**

Any dispute in relation to the use of a concession shall be settled by the Fabrique on the basis of the titles and documents then deposited in the Fabrique's record. Moreover, the Fabrique reserves the right to refuse any burial in its Cemetery if any of the conditions of its Regulation are not observed. In case of contestation, no burial shall be authorized, and the human remains shall be interred or deposited in a place in the Cemetery determined by the Fabrique. Any burial, disinterment and new burial shall be performed in accordance with the terms of the final decision and at the expense of the interested parties, except if otherwise provided.

#### **4.7 Funerary Marker and Arrangements**

- 4.7.1 *Authorization of the Fabrique* – No funerary marker or other identification may be placed or moved on a plot or an urn burial space without the express prior authorization of the Fabrique. No delimitation is authorized by a fence, a hedge, chains or any other means.
- 4.7.2 *Funerary Marker Property of the Concession Holder* – The funerary marker remains the property of the concession holder. This funerary marker shall be in compliance with the regulations in force and the concession holder shall assume all the costs related to its maintenance, to the complete exoneration of the Fabrique. The concession holder may place and maintain only one bronze, glass or granite funerary marker on the concession.
- 4.7.3 *Maximum Height* – The maximum height of grave monuments, from the concrete base, shall be determined by the Fabrique.
- 4.7.4 *Numbering* – any funerary marker intended to identify the plot or the urn burial space shall bear, prior to its placement, numbering corresponding to the number of the plot or the urn burial space. Such numbering shall be in compliance with the standards dictated in this regard by the Fabrique, which may, in default thereof, refuse any placement of the funerary marker.

- 4.7.5 *Concrete Base* – The funerary marker shall be placed on a concrete base erected by the Fabrique at the concession holder's expense, in default of which the Fabrique may refuse any placement of the funerary marker. Every concession holder is liable for property damage or bodily harm resulting from the poor condition of the funerary marker placed on his plot.
- 4.7.6 *Default of Maintenance or Repair* – Should the concession holder fail to ensure the maintenance and repair of the funerary marker, the Fabrique may, if the concession holder is placed in default, proceed with the maintenance and the repair of the funerary marker or remove it outright, all at the concession holder's expense.
- 4.7.7 *Removal of the Funerary Marker* – In case of cancellation or termination of the concession contract if the concession is not renewed, the Fabrique shall notify the concession holder that he has a time limit of six months to proceed with the removal of any funerary marker and rehabilitate the site. At the expiry of this time limit, the Fabrique may choose to become the owner of the funerary marker or, at the concession holder's expense, proceed with its removal and the rehabilitation of the site.
- 4.7.8 *Floral Arrangements* – The dimensions of floral arrangements on a plot shall not exceed the width of the base of the permitted monument and a depth of 24 inches, except on a plot of more than 90 square feet, where the radius may be a maximum of 32 inches.

## **4.8 Contravention**

The Fabrique retains the right to remove or order the removal at the concession holder's expense of any structure, identification, inscription, light, floral arrangement, photograph, sign or other installation not in compliance with the regulations in force.

## **4.9 Concession Holder Bound by the regulations**

The concession holder must submit to the regulations currently in force or which could be made in the future by the Fabrique on all matters useful to the management of the Cemetery.

## **4.10 Change of Address**

The concession holder shall personally inform the Fabrique of any change of address. The Fabrique is bound to send any correspondence only to the last known address.

**5.1 Type of Cinerary Urn**

Only wood, bronze, glass, granite or marble urns may be placed in the windowed niches of a columbarium. In the other niches, containers made of a non-degradable material are accepted.

**5.2 Inscriptions on Niches and Crypts**

The inscriptions on the façades of niches and crypts are under the exclusive authority of the Fabrique and no inscription whatsoever may be made without its prior authorization. An inscription shall be limited to the name of the deceased and the years of his lifespan.

**5.3 Façades of Niches and Crypts**

The façades of niches and crypts shall be kept free of any object, except for an inscription in compliance with the regulations in force and bronze ornaments sold by the Fabrique. The same rule applies to any space on the ground and on the neighbouring walls. The Fabrique will remove outright any object not in compliance with the regulations in force.

**5.4 Niche Façade Plaque**

Only the glass or marble façade plaques sold by the Fabrique may be installed to close a niche. Any change, manipulation or modification of these façade plaques is strictly prohibited.

**5.5 Contents of Niches**

Only urns, containers and other objects in compliance with the regulations in force may be placed in the niches.

**5.6 Content of Crypts or Tombs**

Only the bodies of the deceased contained in a coffin in compliance with the regulations in force may be placed in the crypts or tombs.

## 5.7 Floral Bouquets

Only a bouquet of natural flowers is permitted at the foot of a crypt or a niche, and only on the following holidays:

- Easter
- Mother's Day
- Father's Day
- All Saints Day
- Christmas

These natural flowers are permitted fifteen (15) days before and no later than seven (7) days after the holiday. The Fabrique's personnel will remove all flowers, including the vases, after that time limit. This article does not apply to the Ste-Marguerite d'Youville Mausoleum, where flowers on the ground are prohibited at all times.

## 5.8 Lamps, Candles and Lanterns

It is forbidden to place lamps, candles or lanterns at the foot of a crypt or a niche, except in the Chapels of Ste-Therese, Notre-Dame, St-François, St-Antoine, de la Paix and de l'Amitié and in the Jean-Paul II mausoleum. The concession holder shall use the lamp stands made available in each of these chapels and in this mausoleum.

# ■ ARTICLE - 6

## BURIAL AND DISINTERMENT

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### 6.1 Legal and Regulatory Prescriptions

Any burial or disinterment shall be performed in accordance with the prescriptions of the *Burial Act*, R.S.Q., c. I-11, and the provisions dictated by the Fabrique in that, in particular:

- 6.1.1 No burial shall be performed before the Fabrique has obtained the authorization of the concession holder or the person responsible for the concession, as the case may be, and has received payment of the price of the concession and the burial fees;
- 6.1.2 No body shall be disinterred before the Fabrique has obtained a copy of the Superior Court judgment and has received payment of the disinterment fees and, as the case may be, the costs of the new concession and/or Interment;

6.1.3 Interments in existing private vaults, tombs and ossuaries may be performed only in the manner provided in the *Burial Act* and its regulations and the other formalities prescribed by the Fabrique.

## **6.2 Request for Burial**

6.2.1 *Prior Notice* – A request for burial shall be made to Cemetery management three clear business days in advance.

6.2.2 *Burial Outside Regular Hours* – Additional fees are payable for any burial performed outside regular hours or days of activities.

## **6.3 Burial Hours and Periods**

The Fabrique sets the days, hours and periods of the year when burials may be performed.

## **6.4 Prior Authorization**

Any burial, disinterment, niche opening or moving of a cinerary urn shall be performed under the authority of the Fabrique and must be authorized in advance. The Fabrique, as the case may be, shall have possession of the authorizations and official documents required by law or by the Fabrique.

## **■ ARTICLE - 7**

### **OTHER PROVISIONS**

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#### **7.1 Respect for the Specific Character of the Premises**

Any person who circulates in the Cemetery shall conduct himself with respect and decency and not do anything that could disturb the peace, order and specific character of the premises. He shall respect the property belonging to the Fabrique and the concession holders. Amusement and loitering are prohibited, as is any use not conforming to the destination of the Cemetery, and respect for property and the environment. Domestic animals are prohibited in the Cemetery. The Fabrique may expel or refuse access to any person who disturbs or whose presence is of such nature as to disturb the peace, order and specific character of the premises.

## **7.2 Nuisance and Inappropriate Objects**

Any concession holder must obtain permission from Cemetery management before adding an ornamental object at the conceded burial site. The Fabrique may remove or order the removal, at the concession holder's expense, of any object it considers dangerous to public safety or not in compliance with the regulations in force or not respectful of the specific character of the premises or hindering the maintenance and development of the Cemetery. This includes, in particular, any construction, boundary marker, fence, cross, funerary marker, light, step or photograph. At its complete discretion, it may also remove or order the removal of any object that is inappropriate or not respectful of the christian faith.

## **7.3 Vandalism**

The Fabrique is not responsible for acts of vandalism or other damage caused by other persons, or damage caused by weather. In the case of a funerary marker overturned by vandalism or otherwise, only the fabrique is authorized to put it back in place, at the concession holder's expense, on condition that the funerary marker is not damaged.

## **7.4 Waiver of Liability**

The Fabrique declines all liability for any prejudice caused to the property of a concession holder, particularly as a result of the removal of nuisances and inappropriate objects and for any theft of a funerary marker.

## **7.5 Handling and Transport of Coffins and Urns**

Only the persons authorized by the Fabrique may handle and transport coffins and cinerary urns to proceed with their interment, disinterment, urn burial or inurnment.

## **7.6 Necessary Operations**

During burials and disinterments, the Fabrique shall take all the means it considers necessary or useful for the fulfilment of its obligations, including, if needed, postponing such burials or disinterments, and transporting and storing the human remains within the limits of the Cemetery.

## **7.7 Performance of the Work**

Only the Fabrique's employees are authorized to perform the work required for the administration of the Cemetery and, in particular, during burials and disinterments.

## **7.8 Vehicular Traffic**

Any vehicle, regardless of whether it is a motor vehicle, except funeral vehicles and vehicles necessary for maintenance of the Cemetery, is prohibited outside the marked roads. Any vehicle circulating on the Fabrique's property must observe a speed limit of less than 30 km/h at all times. The Fabrique may order the removal, at the owner's expense, of any vehicle parked illegally on its property. Any traffic by bicycle, motorcycle, snowmobile, sled, in-line skates, skateboard, skis, snowshoes or other vehicle or device of a similar type is prohibited.

## **7.9 Fabrique Registers**

The Fabrique keeps registers, whether computerized or not, in which are recorded, for each concession, the description of such concession, the date of the contract, the term of the concession, the name of the concession holder and the person responsible for the concession, as the case may be, and that person's contact information. A register indicates the names of the persons interred, the type of cinerary urn or coffin interred, and any other relevant information.

## **7.10 Previous Regulation Replaced**

This Regulation replaces any other previous Cemetery Regulation.

## **7.11 Amendment**

This Regulation may be amended by the Fabrique following the approval of the Archbishop of the diocese. The concession holders, visitors and users must comply with it.

## **7.12 Coming into Force**

This Regulation comes into force on the date of its approval by the Archbishop of the diocese.

ADOPTED BY THE COUNCIL OF THE FABRIQUE ON  
JANUARY 22<sup>th</sup>, 2014 AND APPROVED BY THE ARCHBISHOP  
OF MONTREAL ON APRIL 30<sup>th</sup>, 2014.