

BY-LAW, RULES AND REGULATIONS FOR THE OPERATION

AND

**MAINTENANCE OF HOLY BLOSSOM MEMORIAL PARK (BRIMLEY CEMETERY)
OWNED AND OPERATED BY**

HOLY BLOSSOM TEMPLE

Presented to the Board on September 5, 2019

ARTICLE 1. DEFINITIONS

“**ACT**” means the *Funeral, Burial and Cremation Services Act, 2002* as amended or reenacted from time to time.

“**BOARD**” means the duly elected Board of Directors of Temple.

“**CARE AND MAINTENANCE FUND**” means the trust fund that the Act and the Regulations require to be established for the purpose of providing perpetual maintenance of the Cemetery. It is a requirement under the Act and the Regulations that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights sold, transferred, assigned or permitted; and prescribed amounts for Monuments and Markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, Plots, Markers and Monuments at the Cemetery.

“**CEMETERY**” means Holy Blossom Memorial Park on Brimley Road, Toronto.

“**CERTIFICATE**” means a certificate of Interment Rights issued by Temple.

“**CHAIR**” means the Chair of the Committee.

“**COMMITTEE**” means the Cemetery Committee of Temple.

“**CONGREGATION**” means the body of members of Temple.

“**CONTRACT**” For the purposes of this By-law, all purchasers of Interment Rights or other Cemetery services must receive a copy of the contract they and the Cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-law, a copy of the Consumer Information Guide and the Tariff.

“**CREMATION PLOT**” means a burial plot within the area of the Cemetery specifically designated for the burial of cremated remains on the official plan of the Cemetery.

“**DEPENDENT CHILD**” means a child of a member of Temple who is not old enough to become a member of Temple in his or her own right, or a child who is old enough to become a member of Temple in his or her own right but is dependent on a member by reason of mental or physical infirmity, for the purposes of the *Income Tax Act*.

“**EXECUTIVE DIRECTOR**” means the Executive Director of Temple.

“**FAMILY PLOT**” means two or more contiguous Graves for use by a particular family within one of the areas designated for family plots on the official plan of the Cemetery.

“**GRAVE**” means any burial plot of sufficient area for one opening for an adult.

“**IMMEDIATE FAMILY**” means, in relation to a person, that person’s Spouse and Dependent Children.

“**INFANT’S GRAVE**” means any burial plot of sufficient size and intended for the burial of a child, up to two years of age, within the area designated for infants graves on the official plan of the Cemetery.

“**INTERMENT RIGHTS**” means the right to burial in a specific Plot.

“INTERMENT RIGHTS HOLDER” means the person listed in the records of Temple as having purchased the Interment Rights to a specific Plot.

“MARKER” means any permanent memorial set flush with the ground and used to mark the location of a Plot.

“MINISTRY” means the Ministry of Government Services Consumer Services (Ontario), or any successor ministry or government department that administers cemeteries in Ontario.

“MONUMENT” means any permanent memorial projecting above ground level and used to mark the location of a Grave, Family Plot or Infant's Grave.

“PERMIT” means authorization of Temple required by Article 6 of this By-law to erect a Monument or Marker.

“PERPETUAL ADORNMENT FUND” means the fund established by Temple, the income of which is to be used for the perpetual adornment of Plots.

“PLOT” means a Grave, Cremation Plot, Family Plot or Infant's Grave within the Cemetery.

“QUALIFIED MEMBER” means a person who (i) is and has been a member of Temple for the preceding three consecutive years and has paid his or her dues in full during that period, or (ii) is a member of Temple but has not been a member of Temple for the preceding three consecutive years but has prepaid the balance of his or her dues in full for that three consecutive -year period. Any such prepayment is without prejudice to the right of Temple to increase its dues for the period covered by the prepayment, and to charge the member the amount of such increase.

“REGISTRAR” means the registrar or deputy registrar appointed for the purposes of the Act.

“REGULATIONS” mean all regulations made under the Act in force and effect from time to time.

“SECRETARY” means the Secretary of the Committee;

“SPOUSE” means either of two persons who (i) are married to each other, or (ii) if not married to each other, are cohabiting with one another and have done so continuously for at least three consecutive years continuously (or a shorter period if they are the natural or legal parents of a child).

“SUPERINTENDENT” means the person appointed by Executive Director and approved by the Committee and responsible to the Executive Director for all work carried out at the Cemetery.

“TARIFF” means the price list for Interment Rights, and all supplies and services provided in connection with the Cemetery including, but not limited to, Grave opening/closing fees, Monument foundation costs, and license fee, from time to time established by the Committee and approved by the Board in conformity with the Act and the Regulations (a copy must be kept at all times in the Temple office and be available, without charge).

“TEMPLE” means Holy Blossom Temple.

ARTICLE 2. CEMETERY COMMITTEE

2.01 Cemetery Committee

- (a) The Cemetery is, and will continue to be, operated and controlled by Temple unless the Board determines that the Cemetery is to be transferred or closed in accordance with the provisions of the Act and the Regulations. Temple, under its By-laws, has established the Committee. The Committee must consist of at least three members who are not Temple staff or Board representatives or such greater number as the Chair determines from time to time.
- (b) The Chair of the Committee will be a member of the Committee who is a Qualified Member and appointed by the President of Temple, and may be removed by the President.
- (c) Members of the Committee will be appointed, and may be removed, by the Chair or by the Board. The members of the Committee are to serve without compensation.

2.02 Duties of Cemetery Committee

- (a) The Committee is responsible for making policy decisions in connection with the supervision, maintenance and operation of the Cemetery. Unless specifically provided otherwise in this By-Law, the Board may overrule or request that the Committee reconsider any of these decisions. The Chair will report on the affairs of the Cemetery to the Temple Board as he or she deems appropriate or whenever requested by the Board.
- (b) The Committee may make rules in connection with the supervision, maintenance and operation of the Cemetery. Such rules will be subject to approval by the Board.
- (c) The Committee may make rules in connection with the establishment of annual and longer-term floral programs for the Cemetery, and the price for annual and longer-term planting, which rules are not subject to the review and/or approval of the Board.
- (d) The Committee may recommend to Temple the appropriate staffing model for the operation of the Cemetery and may monitor its operation.

2.03 Meetings

Meetings of the Committee will be held annually and whenever the Chair determines that any business has arisen which requires the attention of the Committee or the Chair determines that it would be appropriate to meet more frequently in order for the Committee to discharge its mandate.

- (a) The Chair or his or her designate will preside at all meetings of the Committee.
- (b) Unless otherwise specified by the Committee, the Executive Director of Temple will serve as Secretary at all meetings of the Committee.

2.04 Books and Records

The Executive Director is responsible for overseeing the preparation of all Certificates of Interment Rights, transfers and designations, and for overseeing the following:

- (a) the books of accounts for the Cemetery;
- (b) records of all Plots sold and all Permits issued; and
- (c) plans of the Cemetery.

2.05 By-laws, Rules and Regulations

The Committee may change, modify or repeal this By-law and any rules and regulations thereunder and adopt such further or other rules and regulations as may be necessary from time to time, subject to the approval of the Board and any approval required under the Act or the Regulations.

ARTICLE 3. OPERATION OF CEMETERY

3.01 Governance and Operation

The Cemetery will be governed by and operated in accordance with:

- (a) the Act;
- (b) the By-laws, Rules and Regulations of Temple, including this Cemetery By-law;
and
- (c) the regulatory approval of the Bereavement Authority of Ontario (the "BOA").

3.02 Jewish Cemetery

The Cemetery has been, and will continue to be, operated as a Jewish cemetery. The Senior Rabbi of Holy Blossom may determine the interpretation of Jewish practice, as it applies to the Cemetery. In keeping with the practices and principles of Temple, the Senior Rabbi may act with compassion in interpreting the application of Jewish practice to the Cemetery, subject always to the provisions of the Act and the Regulations.

3.03 Hours and Days of Operation

The Committee will determine the hours of operation of the Cemetery. No interment is permitted to be made on Shabbat, or on religious holidays, as defined by the Senior Rabbi or the Board from time to time. Currently, religious holidays include Rosh Hashanah, Yom Kippur, Sukkot, Shemini Atzeret/Simchat Torah, Pesach (first and seventh day) and Shavuot.

3.04 Landscaping and Planting

No planting whatsoever may be undertaken by anyone other than Cemetery staff or persons employed by the Superintendent for the purpose of such planting. No trees or fences are permitted to be planted on any Plot. Temple is not responsible for replacing or replanting in the event of destruction of, or damage to, plants, shrubs or trees from causes other than negligence on the part of Temple, the Superintendent, or his/her employees or other persons hired by him or her to do work at the Cemetery and acting in that capacity.

3.05 Prohibited Activities

No eating, drinking or picnicking is permitted in the Cemetery at any time.

3.06 Liability

Temple will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, Plot, Monument, Marker or other article that has been placed in relation to any Interment Right, save and except for direct loss or damage caused by gross negligence of the Cemetery.

3.07 Public Register

The Regulations require all cemeteries to maintain a public register that is available to the public during regular office hours.

3.08 Right to Re-Survey

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

ARTICLE 4. PURCHASE AND TRANSFER OF INTERMENT RIGHTS

4.01 Purchase of Interment Rights in Advance of Need

- (a) Subject to availability and any moratorium on the sale of Plots which may be imposed by the Board from time to time, a Qualified Member may purchase Interment Rights for himself or herself in advance of need. A Qualified Member who has made such a purchase may also purchase Interment Rights in advance of need for any of his or her Dependent Children.
- (b) The Qualified Member must pay at least one-third of the cost of such Interment Rights at the time of purchase and the balance must be paid in not more than two equal annual installments payable in the following two years.

- (c) Notwithstanding the foregoing, the cost of Interment Rights must be paid in full prior to any interment.
- (d) Interment Rights may only be purchased by or for a person who is Jewish.

4.02 Purchase of Interment Rights at Time of Need

- (a) Subject to availability and any moratorium on the sale of Plots which may be imposed by the Board from time to time, Interment Rights may also be purchased at the time of need for a Qualified Member or a Dependent Child of a Qualified Member. The purchase price of the Interment Rights purchased at the time of need must be paid in full at the time of purchase. If the deceased is a member's Dependent Child, and if the Qualified Member is not an Interment Rights Holder at such time, the Qualified Member must also purchase a Plot for himself or herself, at the time of the purchase of a Plot for his or her deceased Dependent Child, and the purchase price for the Plot purchased by the Qualified Member for himself or herself at such time must be paid at the time of purchase.
- (b) If a member of Temple is not a Qualified Member because of the three-year membership requirement, Interment Rights may also be purchased at the time of need for that member or his or her Dependent Child without the payment of three-years' dues or the equivalent provided that:
 - (i) if the deceased is the member's Dependent Child, the member must undertake to become a Qualified Member and purchase a Plot for himself or herself within 90 days;
 - (ii) the price of the Interment Rights will be the price set out for Qualified Members in accordance with the Tariff; and
 - (iii) the purchase price for the Interment Rights purchased at the time of need must be paid in full at the time of purchase.
- (c) Interment Rights may only be purchased at the time of need for a person who is Jewish.

4.03 Purchase of Family Plots

Subject to availability and any moratorium on the sale of Family Plots which may be imposed by the Board from time to time, a Qualified Member may purchase Interment Rights in a Family Plot in advance of need. At the time of purchase the Qualified Member must designate the persons to be interred in each of the Graves in the Family Plot. The only persons who may be designated for interment in such Graves are the Qualified Member, members of his or her Immediate Family, any of his or her progeny and their Spouses, his or her parents or parents-in-law, his or her siblings, or the siblings or his or her Spouse, provided that all persons designated to be interred in a Grave in a Family Plot must be Jewish. The Qualified Member must pay at least one-third of the cost of the Interment Rights in the Family Plot at the time of application and the balance must be paid in not more than two equal annual installments payable in the following two years. Notwithstanding the foregoing, payment of the Interment

Rights for the entire Family Plot must be paid in full prior to an interment in any of the Graves in the Family Plot.

4.04 Price of Interment Rights

The price of all Interment Rights purchased by a Qualified Member for himself or herself and for his or her Dependent Children must be in accordance with the Tariff. In the case of Family Plots, the price of Interment Rights will be the price of Interment Rights for individual Graves in accordance with the Tariff multiplied by the number of Graves in the Family Plot. Pursuant to the Act and the Regulations, a portion of the purchase price, as set out in the Tariff, must be paid into the Care and Maintenance Fund by Temple.

4.05 Default in Payment

No person will be deemed to be an Interment Rights Holder and no Interment Rights will vest until payment in full has been made. Subject to the provisions of the Act and the Regulations, if there is default in payment for Interment Rights, the purchaser of those Interment Rights and the person for whom such Interment Rights have been purchased will lose his or her Interment Rights, and all monies paid in respect of the purchase price of the Interment Rights, including any amount already set aside for or paid into the Care and Maintenance Fund, will be forfeited.

4.06 Infant's Grave

No fee is to be charged for the allotment of an Infant's Grave at the time of need or a burial therein.

4.07 Financial Need

The Chair may waive, reduce, postpone or defer the payment of the purchase price for Interment Rights, any fees payable to Temple in respect of burial in the Cemetery, and any other fees payable to Temple in respect of the Cemetery where, in the discretion of the Chair, there is financial need or other compelling compassionate grounds. Any waiver, reduction, postponement or deferment is subject to the approval of the President or the Financial Secretary of the Congregation.

4.08 Issuance of Certificate

Upon receipt of the proper application documentation and payment in full of the purchase price, a Certificate will be issued designating the name of the person in respect of whom such Certificate is issued and the location of the Plot for which Interment Rights are granted, together with all information required under the Act and the Regulations from time to time.

4.09 Cancellation within 30 Day Cooling-Off Period

- (a) The purchaser of Interment Rights has the right to cancel the contract for the Interment Rights within thirty (30) days of signing the contract, by providing written notice of the cancellation to Temple. Temple will refund all monies paid by the purchaser for the Interment Right in respect of which he right of cancellation is properly exercised within thirty (30) days from the date of receipt of the written notice of cancellation.
- (b) If a Qualified Member who has purchased Interment Rights in advance for any Dependent Child cancels the contract for Interment Rights in respect of himself or herself in accordance with (a), all contracts for the purchase of Interment Rights in respect of such additional persons must also be cancelled.
- (c) The right to cancel a contract for the purchase of Interment Rights within thirty (30) days does not apply with respect to Interment Rights that have been exercised.

4.10 Purchase of Interment Rights by Non-Members

Non-members of Temple who are Jewish may make application to the Committee for the purchase of Interment Rights for their own use, and if and when their application is approved by the Committee or by the Chair on behalf of the Committee, the purchase price shall be three times the amount charged to Qualified Members for similar Interment Rights.

4.11 Prohibition on Encumbrance

Except as expressly provided in these By-Laws, an Interment Rights Holder may not create any encumbrance or suffer any lien or encumbrance or other right to be created in or to his or her Interment Rights, and no such liens, encumbrances or rights shall be of any force or effect vis-à-vis the Cemetery, Temple, or the Committee.

4.12 Transfer of Interment Rights after 30 Day Cooling-Off Period

- (a) After expiry of the thirty (30) day cooling -off period, an Interment Rights Holder has the right to transfer his or her Interment Rights, whether for consideration or for no consideration, by way of gift, bequest or otherwise, but only as contemplated by these By-Laws. Interment Rights may only be transferred to:
 - (i) a Qualified Member otherwise permitted to purchase Interment Rights in his or her own right; or
 - (ii) a Dependent Child of a Qualified Member for whom the Qualified Member would otherwise be permitted to purchase Interment Rights.
- (b) All transfers of Interment Rights must be administered by the Temple office. On receipt by Temple of the documentation it requires together with the requisite administration fee for the issuance of a replacement Certificate in accordance with the price listed on the Tariff, Temple will issue a new Certificate to the transferee.

- (c) The Interment Rights Holder intending to sell or transfer his or her Interment Rights must provide the following to Temple:
- (i) The Certificate for the Interment Rights, endorsed by the transferring Interment Rights Holder;
 - (ii) any other documentation in the possession of the Interment Rights Holder relating to the Interment Rights to be transferred;
 - (iii) a written statement signed by the Interment Rights Holder transferring the Interment Rights setting out the terms of the proposed transfer including the transfer price;
 - (iv) confirmation that the person transferring the Interment Rights is the person registered on Temple's records as the Interment Rights Holder, and that the person has the right to transfer the Interment Rights;
 - (v) a statement as to the effective date of transfer of the Interment Rights;
 - (vi) the name and address of the transferee; and
 - (vii) confirmation of any money owing to Temple in respect to the Interment Rights and/or membership dues, provided that any if any such moneys are owing Temple may either require payment in full of such amounts or that the transferee assume the obligations of the transferor in respect of such amounts as a precondition to such sale or transfer.
- (d) Upon receipt of all documentation it requires together with the requisite administration fee for the issuance of a replacement Certificate in accordance with the price listed on the Tariff, Temple will provide the transferee with the following:
- (i) A Certificate for the transferred Interment Rights;
 - (ii) a copy of Temple's current Cemetery By-laws;
 - (iii) a copy of Temple's current Tariff; and
 - (iv) any other documents or information required to be provided under the Act or the Regulations.
- (e) The Transferee must deliver a written acknowledgement to Temple confirming his or her acceptance of the transfer.
- (f) Upon completion of the above listed procedures, and upon the issuance of the new Certificate, the transferee will be considered the holder of the Interment Rights, and the transfer of the Interment Rights will be considered complete in accordance with Temple's By-laws and Rules and Regulations and the Act and Regulations.
- (g) No Interment Rights may be transferred if a Certificate of Interment Rights has not yet been issued, or if any amount is owing to Temple in respect of such Interment Rights and/or there are any outstanding Temple dues owing by the transferor.
- (h) Interment Rights in a Family Plot may only be transferred as a whole. The ownership of and/or Interments Rights to the individual Graves within the Family Plots may not be transferred separately.

- (i) Notwithstanding the provisions of subsection (a) above, if an Interment Rights Holder wishes to transfer an unoccupied Plot where a double headstone has been placed over the Plot and a contiguous Plot, the Chair of the Committee may consent to the transfer of the Interment Rights in such Plot to a Jewish relative of the Qualified Member who purchased such Plot, even if such relative is not a Dependent Child.
- (j) Notwithstanding the provisions of subsection (a) above, if the holder of Interment Rights in a Family Plot wishes to transfer the Family Plot, and if interment has been made in any of the Graves in the Family Plot, the Chair of the Committee may consent to the transfer of the Interment Rights in such Family Plot to a Jewish relative of the Qualified Member who purchased such Family Plot, even if such relative is not a member of the Qualified Member's Immediate Family, any of his or her progeny and their Spouses, his or her parents or parents-in-law, his or her siblings, or the siblings or his or her Spouse. The Chair may require that everyone else who is a member of the original purchasing Qualified Member's family, who would, by the rules of intestacy, be considered the Qualified Member's next of kin of an equal or greater degree of consanguinity than the transferee, consent in writing to such transfer and that the transferee indemnify Temple from any liability which may result from any such transfer

4.13 Change of Designation in a Family Plot.

The person designated on the books and records of Temple as the person to be buried in one of the Graves in a Family Plot may be changed from time to time as follows:

- (a) The replacement designee must be one of the original purchasing Qualified Member, members of his or her Immediate Family, any of his or her progeny and their Spouses, his or her parents or parents-in-law, his or her siblings, or the siblings of his or her Spouse;
- (b) The replacement designee must be Jewish;
- (c) In addition, the Chair of the Committee may approve a change in designation of a Grave within a Family Plot to a more distant relative of the original purchasing Qualified Member who is Jewish, provided that everyone else who is a member of the original purchasing Qualified Member's family, who would, by the rules of intestacy, be considered the Qualified Member's next of kin of an equal or greater degree of consanguinity than the new designee, consents in writing;
- (d) If the designee being replaced is alive, he or she must consent in writing to the change in designation; and
- (e) The Chair may require that the new designee indemnify Temple from any liability which may result from the change in designation.

4.14 Resale or Return of Interment Rights to Temple

- (a) A holder of Interment Rights may offer to return or resell such Interment Rights to Temple at any time, whether for compensation or without compensation, as agreed to by the transferor and Temple.
- (b) Temple shall not purchase or agree to purchase such Interment Rights for an amount greater than that initially paid for such Interment Rights without the consent of the Committee or of the Chair on behalf of the Committee.
- (c) The Interment Rights Holder must acknowledge that he or she is aware of Temple's current price list for Interment Rights as set out in the Tariff.
- (d) Temple shall not purchase or agree to purchase Interment Rights to an unoccupied Plot where a double headstone has been placed over the Plot and a contiguous Plot.
- (e) Temple shall not purchase or agree to purchase Interment Rights to any Graves in a Family Plot if any of the Graves in the Family Plot is occupied.
- (f) Notwithstanding the foregoing, the Committee may recommend to the Board that Temple reacquire unoccupied Plots upon such terms and conditions as the Committee determines.

4.15 Change in Status of Qualified Member

If a person who was a Qualified Member ceases to be a Qualified Member after payment in full has been made for Interment Rights purchased for himself or herself or a Dependent Child or for the Family Plot, as the case may be, such Interment Rights will not be affected. For greater certainty, an Interment Rights Holder or the person designated to be buried in a Family Plot is not required to be a member of Temple at the time of interment.

ARTICLE 5. INTERMENTS

5.01 Persons Permitted to be Interred

Interments in the Cemetery are restricted to holders of Interment Rights. In the case of an interment in a Family Plot, interments are restricted to persons designated on the books and records of Temple as the person to be buried in one of the Graves in the Family Plot.

5.02 Preparation of Deceased for Burial

All persons interred at the Cemetery must be prepared for burial in a manner based on Jewish principles of respect for the deceased and simplicity. No jewelry or metal items may be placed in the casket, and the body must be dressed in a traditional burial shroud. No person to be buried in the Cemetery may be embalmed, except if embalment is required by the jurisdiction in which such person died, or in order to

transport the body for purposes of burial. No religious articles, ornaments, printed texts or representations of any non-Jewish religious or philosophical system may be placed in the casket. Caskets used for burial in the Cemetery must be in accordance with Jewish practice - caskets must be made of wood or another organic material, containing no metal (nails, screws, hinges or other objects of metal). Given the environmental conditions in the Cemetery it is strongly recommended that concrete grave liners be used for all burials in the Cemetery other than the burial of cremated remains.

5.03 Accredited Funeral Establishments

The Board may accredit Jewish funeral establishments from time to time. Employees of Temple will, upon request, provide the names of accredited funeral establishments but may not recommend any specific one, even if requested to do so.

5.04 Prior to Interment

When arranging for an interment the funeral establishment must provide in writing to Temple and the Superintendent the following:

- (i) a burial permit showing that the death has been registered, or in the case of cremation a certificate of cremation;
- (ii) name and last address of the deceased;
- (iii) name, address and telephone number of the next of kin or the deceased's representative;
- (iv) outside dimensions of the casket and grave liner and whether a non-standard grave opening is required. Standard grave openings are:
 - Standard plots, with or without grave liners – 2438 mm X 965.6 mm (8' X 3'2")
 - Cremation plots – 914 mm X 914 mm (3' X 3')
 - Infant's plots – 914 mm X 381 mm (3' X 15")
 - Depth – each grave opening must be of sufficient depth to give a covering of at least 914 mm (3') over the top of the outside shell of the casket or other container.
- (v) date and time requested for service;
- (vi) a funeral director's statement; and
- (vii) if interment is to be made in a Grave in a Family Plot, and if the books and records of Temple do not contain designations in respect of all Graves in that Family Plot or if any of the persons designated for any of the unused Graves is no longer alive, designations must be made for all of the Graves in the Family Plot prior to any interment in the Family Plot.

In the case of any error in the information conveyed, the funeral establishment will be fully responsible and will be responsible for all related costs, including the cost of correcting any error.

5.05 Opening of Plot for Interment

No Plot may be opened for interment by any person not employed by Temple or the Superintendent, except with the written authorization of Temple.

5.06 One Burial per Plot

The remains or cremated remains of no more than one person may be buried in one Plot, other than a Family Plot. The remains of no more than one person may be buried in any one Grave in a Family Plot.

5.07 Cremated Remains

Cremated remains may only be interred in a Cremation Plot, unless the prior written consent of the Committee, or of the Chair on behalf of the Committee, has been obtained, which consent may be provided or withheld by the Committee or the Chair in their absolute discretion.

5.08 Collection of Fees

The funeral establishment must collect and remit to Temple any outstanding balance of the purchase price for the Interment Rights, all fees payable in connection with the interment, as set out in Tariff, and any outstanding dues owing by the Qualified Member who purchased the Interment Rights. Each item collected must be shown on the funeral establishment's invoice to the person arranging the funeral.

5.09 Unavailability of Grave

Temple will use its best efforts to ensure that the Plots designated on Certificates are available for burial. If the Interment Rights Holder produces a Certificate or other evidence of his or her purchase of a specific Plot, and if such Plot is, for any reason, not available for burial, Temple will use its best efforts to provide an alternate Plot within the Cemetery for burial. If an Interment Rights Holder becomes aware that a Plot allocated to him or her is not available for any reason, including, without limitation, by reason of another person having been buried in such Plot or a tree or other impediment having encroached upon or otherwise encumbered such Plot, the Interment Rights Holder must advise Temple, and request that, if feasible, any encroachment or encumbrance be removed (but not that any person buried in such Plot be exhumed and moved to another Plot), or that an alternate Plot be provided, or that Temple repurchase such Plot for the price shown on the Tariff for Plots for Qualified Members at the time of such repurchase. Temple may choose any of these

alternatives and upon doing so will have no further liability and will not be required to take any further action in respect of the unavailability of such Plot.

5.10 Conduct of Interment

The Superintendent or his or her designee and a representative of the funeral establishment must be present at all interments. No interment may take place unless in compliance with the Act, the Regulations, this By-law and any rules and regulations established by the Committee. Unless otherwise requested by the person arranging the funeral, a member of the clergy of Temple will conduct or assist in every ceremony at the interment of a member of the Congregation at the Cemetery. Interments in the Cemetery must be made in accordance with Jewish practice, or in a non-denominational manner that does not conflict with Jewish practice. For greater certainty, no burial may be conducted by a member of clergy of any religion other than Judaism, and no liturgy or symbolism of any other religious tradition may be included in the burial service.

ARTICLE 6. MONUMENTS AND MARKERS

6.01 Dimensions of Monuments

Monuments must conform with the following specifications:

Monument over Single Grave:

Monument	Width 762 mm (2'6")	Depth 203 mm (8")	Height 610 mm (2')
Base	Width 914 mm (3')	Depth 356 mm (1'2")	Height 152 mm (6")

Monument over Two or Three Graves other than in a Family Plot:

Monument	Width 1524 mm (5')	Depth 203 mm (8")	Height 610mm (2')
Base	Width 1829 mm (6')	Depth 356mm (1'2")	Height 152 mm (6")

Family Plots - Minimum Dimensions:

Monument	Width 1524 mm (5')	Depth 203 mm (8")	Height 711 mm (2'4")
Base	Width 1829 mm (6')	Depth 356 mm (1'2")	Height 203 mm (8")

Family Plots - Maximum Dimensions:

Monument	Width 2438 mm (8')	Depth 305 mm (12")	Height 813 mm (2'8")
Base	Width 2743 mm (9')	Depth 610 mm (2')	Height 254 mm (10")

Infant's Graves

Monument	Width 762 mm (2'6")	Depth 203 mm (8")	Height 457 mm (1'6")
Base	Width 914 mm (3')	Depth 356 mm (1'2")	Height 152 mm (6")

Monument bases must be kept 6 inches (152 mm) inside the boundary lines of such Graves, Family Plots or Infant's Graves in all categories. For greater certainty, Monuments may not be placed on Cremation Plots.

6.02 Dimensions of Markers

Markers must conform with the following specifications:

Markers at the head of a Grave or Cremation Plot:

Width 610 mm (2')	Width 457 mm (18")	Depth 102 mm (4")
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Markers at the head of an Infant's Grave:

Width 508 mm (1'8")	Width 305 mm (12")	Depth 102 mm (4")
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Markers in a Family Plot where the family surname only is on the Monument:

Width 508 mm (1'8")	Width 305 mm (12")	Depth 102 mm (4")
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Markers at the foot of a Grave bearing inscriptions like "Mother", "Father":

Width 406 mm (1'4")	Width 203 mm (8")	Depth 102 mm (4")
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Markers must be on a foundation permitting the stone to be flush with the ground.

6.03 Corner Posts

Every owner of a Family Plot may, after interment, place a corner post 152 mm (6") square on, and within the boundaries of, each corner of the Plot.

6.04 Manufacture of Monuments and Markers

All Monuments, Markers and bases must be manufactured of one solid slab of granite. Stanstead Granite (Canadian Grey) may not be used for Monuments, Markers or bases. Monuments and Markers must be smooth and/or polished on the top and on all sides. Bases must be smooth and/or polished on top with rock sides.

6.05 Design and Inscriptions

No Monument or Marker may contain a design or inscription that the Senior Rabbi of the Congregation or his or her designate may determine to be offensive or contrary to the Congregation. For greater certainty, no human likeness (except hands), nor any animal likeness (except stylized lions or doves) may be part of the design, nothing may be affixed to the Monument or Marker, and the design must not contain any religious symbols or words relating to any religion other than Judaism. No Monument or Marker may be erected until a complete design, showing size and inscriptions, is submitted to Temple for approval and approval has been given.

6.06 Timing

A Monument or Marker must be placed over every Plot within 12 months of the date of interment in the Plot. If at any time after this 12-month period Temple determines that a Plot does not have a Marker or Monument, Temple will communicate with the next of kin, if possible, to inquire about plans for a Monument or Marker. If no family can be contacted or if the family or next of kin do not intend to erect a Monument or Marker, Temple may place a Marker with the name and year of death on the Plot.

6.07 Number of Monuments

Only one Monument or Marker at the head of a Grave may be erected on a Plot other than a Family Plot. Only one Monument may be erected at the head of a Family Plot and one Marker may be erected at the head of each individual Grave in a Family Plot.

6.08 Foundations

All Monuments must be placed on foundations. Foundations for all Monuments must be at least 1372 mm (4'6") deep. The Superintendent, Cemetery staff or persons employed or retained by the Superintendent for the purpose will be responsible for constructing all foundations, which will be poured when weather conditions permit. No foundation for any Monument may be laid by any person other than the

Superintendent, Cemetery staff or persons employed or retained by the Superintendent for the purpose.

6.09 Exceptions

The Committee may, from time to time, despite anything else herein contained, permit the placement of a Monument or Marker which may otherwise be in contravention of these By-laws (other than section 6.05 above), where the Committee determines that the placement of such Monument or Marker will not materially affect the aesthetics and operational efficiency of the Cemetery.

6.10 Installation of Monuments and Markers

- (a) Persons who wish to make arrangements for the erection of a Monument or Marker must communicate directly with the monument dealer. Monument dealers are responsible for ensuring that the specifications for Monuments and Markers set out in this By-law are adhered to.
- (b) The Board has the right to accredit Jewish monument dealers from time to time. Employees of Temple will, upon request, provide the names of accredited monument dealers but may not recommend any specific one.
- (c) Monuments must be obtained from, and installed by, accredited monument dealers only.
- (d) No Monument or Marker may be installed at the Cemetery unless a Permit has been obtained by the monument dealer from Temple.
- (e) The following information must be furnished by the monument dealer when requesting a Permit to install a Monument or Marker:
 - (i) Location of the Plot;
 - (ii) Name of the deceased;
 - (iii) Name, address and phone number of the next of kin or representative;
 - (iv) Design of the Monument or Marker, to include a sketch and all dimensions and inscriptions.
- (f) A Permit will not be issued until all charges for Interment Rights, grave openings, foundations, license fees and other fees relating to the Cemetery, as set out in the Tariff, have been paid in full.
- (g) Timing arrangements for the unveiling of a Monument or Marker, and all necessary preparations and arrangements, are to be made by the family with Temple. If requested, a member of the clergy of Temple will conduct or assist in the unveiling for a member of the Congregation at the Cemetery.
- (h) No Monument or Marker may be delivered to the Cemetery for installation until the foundation has been constructed and the monument dealer has been notified in writing by Temple or the Superintendent. All monument dealers must, before

installation, report to the Superintendent or his or her designate, who will check that the size, dimensions, design and inscription conform with the Permit. If any Monument or Marker does not conform with the Permit it will not be admitted into the Cemetery.

- (i) If, after installation, it is determined that any Monument or Marker is in violation of this By-law or is not in conformity with the Permit, Temple may give written notice to the monument dealer, which is required to take any and all steps necessary to correct the violation within thirty (30) days, failing which Temple may take such steps as it deems necessary, including the removal of the Monument or Marker at the cost of the monument dealer. In such case, Temple will attempt to notify the deceased's next of kin or legal representative who appears in Temple's books and records.
- (j) The conduct of workmen employed in the work of construction and erection of Monuments and Markers within the Cemetery is subject to the control and direction of the Superintendent. In no instance shall any such work be allowed until prior permission to do such work has been obtained.
- (k) All waste materials or refuse remaining after the erection or repair of a Monument or Marker must be removed by the monument dealer within one day, failing which Temple may have it removed at the expense of the monument dealer.

6.11 Care and Maintenance of Monuments and Markers

Temple has certain responsibilities for the care and maintenance of Markers and Monuments pursuant to the Act and the Regulations. Monuments and Markers are the property of the Interment Rights Holder. However, if a Monument or Marker becomes unstable or otherwise presents a risk to public safety, Temple will do whatever is necessary to remove the risk, including arranging for the repair, resetting or laying down of the Monument or Marker. Temple will only use reversible processes to preserve and stabilize the Monument or Marker. If damage is inflicted on a Monument or Marker by the negligent use of equipment operated by the Superintendent or one of his or her employees or contractors or other persons hired by him or her to do work at the Cemetery and acting in that capacity, Temple will be responsible for repairing the damage

6.12 Levy

In accordance with the Act and the Regulations, a levy will be collected and placed in the Care and Maintenance Fund for each Monument and Marker erected at the Cemetery. The prescribed amount is set out in the Tariff.

ARTICLE 7. REGULATIONS GOVERNING THE ACCEPTANCE AND DISPOSITION OF FUNDS FOR CEMETERY PURPOSES

7.01 General Revenue

All revenue received by Temple related to the operation of the Cemetery shall be subject to the provisions of the Act, the Regulations, this By-law, and such rules and regulations as may from time to time be in force regarding the administration of the Cemetery. All revenue, other than the Care and Maintenance Fund and the Perpetual Adornment Fund, must be used for Cemetery purposes only including but not limited to the salaries of the Cemetery staff, expenses for the maintenance of the Cemetery property, and general expenses incurred for Cemetery purposes.

7.02 Perpetual Adornment Fund

Temple maintains an endowment fund to manage funds received for perpetual adornment. The Committee will, upon request, be entitled to reports from the Executive Director or his/her designate about the status of such fund as well as its use.

7.03 Care and Maintenance

It is a requirement under the Act and the Regulations that a prescribed amount or a percentage of the purchase price (excluding tax) of all Interment Rights sold; and prescribed amounts for Monuments and Markers, is contributed into the Care and Maintenance Fund. Interest earned from the Care and Maintenance Fund is used to provide care and maintenance of lots, Plots, Markers and Monuments at the Cemetery. Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the 30-day cooling off period. All monies required to be collected by Temple by the Act, the Regulations, and any other relevant legislation, shall be received and delivered to the appropriate government administrative agency or as otherwise required by such legislation or regulation. Temple may use the revenue from the Care and Maintenance Fund, other than revenue earned from the investment of money paid into the fund in respect of Monuments or Markers, to maintain, secure and preserve the Cemetery, its grounds, buildings, structures and Monuments and Markers, and the equipment used for purposes of maintenance, security and preservation, but such income shall not be used for the upkeep of Monuments, Markers or flower beds. Revenue earned from the investment of money paid into the fund in respect of Monuments or Markers may be used only to stabilize, maintain, secure and preserve Monuments and Markers in the Cemetery.

ARTICLE 8. GENERAL RULES AND REGULATIONS

8.01 Compliance

No interment may take place unless in compliance with the Act, the Regulations, this By-law and either any rules and regulations established by the Committee or the prior written consent of Temple, the Committee, or of the Chair on behalf of the Committee, which consent may be provided or withheld by Temple, the Committee or the Chair in their absolute discretion.

8.02 Additional Powers of Committee

Except as specifically provided to the contrary in this By-law, and subject to the provisions of the Act and the Regulations, the Committee shall have full power to determine all questions arising in connection with the use and maintenance of the Cemetery and of any Plot.

8.03 Violation of Rules

The rights and privileges of any person intentionally violating any of the rules of the Cemetery, including this By-law, or acting in any manner unbecoming to the sanctity of the Cemetery shall immediately be revoked.

8.04 Disinterment

Any applications for disinterment, save and except a disinterment required by law, shall be decided by the Committee. In rendering its decision, the Committee shall consult with the Senior Rabbi of the Congregation, the local medical officer of health and the owner of the Plot, and consider such other criteria as deemed relevant by the Committee. No Plot may be opened for disinterment by any person not employed by Temple or the Superintendent except with the written authorization of Temple.

8.05 Work Performed at the Cemetery

No person other than the Superintendent and his or her employees and contractors or other persons hired by him or her to do work at the Cemetery and acting in that capacity may perform any work at the Cemetery without first having received specific permission from the Superintendent, the Committee, or the Board of Temple. Work includes, but is not limited to, the planting of flowers or trees, gardening, construction, grave openings, installation of Monuments or Markers, or any kind of maintenance. Any person performing such work must acknowledge that they are responsible for taking all necessary precautions to protect the grass surface, Monuments, Markers, trees, gardening and any structures that may be subject to damage from labour, materials and equipment that may be used in such work. They shall also avoid walking on grave sites and committing any other acts which might reasonably be considered to be offensive. The Superintendent is responsible for supervision of all

aspects of work on Cemetery grounds, regardless of who performs the work. All work must be performed during regular Cemetery hours except where written permission is given by the Superintendent, the Chair on behalf of the Committee, or the Board of Temple. No work may be done on Shabbat, or on religious holidays, as defined by the Senior Rabbi or the Board from time to time.

8.06 Actions on Behalf of Deceased Interment Rights Holder

If an Interment Rights Holder is deceased, the duly appointed representative(s) of his or her estate (the "Personal Representative") may act on behalf of the Interment Rights Holder, provided that he or she:

- (a) must provide a certified copy of the Letters Probate, Letters of Administration, Certificate of Appointment of Estate Trustee with a Will or Certificate of Appointment of Estate Trustee without a Will, as the case may be, provided that, if the deceased's Will has not been probated, the Chair of the Committee has the discretion, but not the obligation, to accept a copy of the non-probated Will; and
- (b) may be required to provide evidence satisfactory to the Chair of the Committee or to the Executive Director or the Board of his or her authority to take the actions in question, including the written consent of all persons with rights in the estate of the deceased or evidence that such consent is not required to the actions in question.

8.07 Discretionary Actions

Any discretionary actions and/or decisions that are authorized to be taken or made by the Superintendent, the Chair of the Committee, the Senior Rabbi or the Executive Director under this By-law may be taken or made (or not be taken or made) by such person in his or her sole discretion, without any personal obligation or liability for so doing. Such person is under no obligation to take or make or refrain from taking or making any such action and/or decision. Any discretionary actions and/or decisions that are authorized to be taken or made by the Chair of the Committee may be delegated by the Chair of the Committee to the Executive Director if the Chair of the Committee is not available to take such action or make such decision on a timely basis.

8.08 Protection of Committee Members

Neither the Chair nor any other Committee member is liable for any loss, damage, claim, expense or damage whatever that may happen in the execution of his or her duties or powers under this By-Law provided that he or she has:

- (a) not contravened this By-Law; and
- (b) acted in good faith.

8.09 **Indemnities**

The Chair and every other Committee member and his or her executors and administrators, legal and other representatives and estates and effects shall be indemnified and saved harmless out of the funds of Temple from and against all losses, claims, expenses and damages whatsoever that he or she sustains or incurs (including costs of defense) that arise from or relate to his or her serving as Chair of the Committee or a member of the Committee except to the extent that a Court of competent jurisdiction determines, after the expiry of all rights of appeal, that such losses, damages, claims, expenses and damages are the direct result of his or her own willful and knowing neglect or default.

ARTICLE 9. TRANSITION AND REPEAL

9.01 **Effective Date**

This By-law shall take effect on the date on which it is approved by the Registrar pursuant to the Act and the Regulations.

9.02 **Amendment of By-law**

This By-law may be amended by resolution of the Committee, provided that such amendment shall not become effective until approved by the Board and as may be required by the Act or the Regulations. All By-law amendments must be:

- (a) published once in a newspaper with general circulation in the locality in which the Cemetery is located;
- (b) conspicuously posted on a sign at the entrance to the Cemetery; and
- (c) delivered to each supplier of Monuments and/or Markers who has delivered a Monument or Marker to the Cemetery during the previous year, if the by-law or by-law amendment pertains to Monuments, Markers or their installation.

9.03 **Prior Acts**

Nothing in this Article shall have the effect of rendering inoperative any action, decision or proceeding taken under any by-laws that existed before this By-law came into effect.