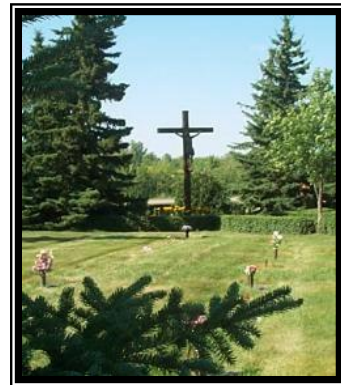




Yorkton

MEMORIAL GARDENS

CREMATORIUM - CEMETERY - FUNERAL & RECEPTION CENTRE



**Yorkton Memorial Gardens
By-Laws and Regulations
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Yorkton Memorial Gardens By-Laws and Regulations

A: Introduction:

Please read this material carefully. It contains the Cemetery By-Laws and Regulations of Yorkton Memorial Gardens, here after referred to as YMG. These By-Laws and Regulations have been filed with the Consumer Protection Division Financial and Consumer Affairs Authority which oversees the operations of Cemeteries. Yorkton Memorial Gardens, is a perpetual care cemetery on Highway No. 10, east of Yorkton, being in Parcel “A” in the N/W ¼ of Section 33-25-3 W2, RM of Wallace. The cemetery is owned by Bailey’s Funeral Home Ltd. and operates under the name Yorkton Memorial Gardens, Crematorium & Family Centre.

Yorkton Memorial Gardens considers it a privilege to serve you. We take pride in our beautiful gardens and take genuine satisfaction in being able to provide caring service. Our mission is to provide for the commemoration of a life lived, each in its own unique and meaningful way. We have adopted as our motto “**Where Nature’s Beauty Gives Peace of Mind**”. The reason behind these bylaws and regulations is to ensure the beauty, order and dignity of Yorkton Memorial Gardens and to provide a working basis for the operation of the gardens for the benefit of the public, the lot and columbarium owners and the company, and in so doing, has endeavoured to be consistent with local and provincial laws.

The company reserves the right from time to time to make sure such changes, amendments, deletions and additions as the company deems to be required, necessary or desirable.

We appreciate your co-operation in adhering to the by-laws and the principles of safety, respect, and reverence on which they are based.

All inquiries for the sale of cemetery property, memorials or services may be made at our office in Yorkton Memorial Gardens or by calling 783-4772.

B: Glossary:

These are terms used within the cemetery and funeral profession and are referred to in the By-laws and Regulations.

Authorized Decision Maker: the Funeral and Cremation Service Act Section 91 specifically spells out the ranking order of individuals legally deemed to be the Authorized Decision Maker(s). The Funeral Director or Crematorium may require signatory parties to prove their position in relation to this section of the Act.

Advance of need Cemetery Supplies and Services: cemetery supplies and services which are purchased and may be provided before a death has occurred. For example: interment rights, lot/urn/niche/burial vault/bronze or granite memorial.

At Need Cemetery Supplies and Services: cemetery supplies and services which are purchased and provided after a death has occurred.

Care and Maintenance Fund: a portion of the purchase price of all interment rights, monuments and memorials contributed into an irrevocable fund-the Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide regular care and maintenance activities at the gardens. This fund was formerly known as the Perpetual Care Fund.

Casket or Coffin: a container into which a body is placed prior to interment or cremation; may be made of wood, fibreboard or metal.

Cemeteries Act: provincial legislation under which all cemeteries are regulated. The revised Act was proclaimed in 1999 and became effective on Nov.1, 2001.

Cemetery/Gardens: the lands owned by Yorkton Memorial Gardens and set aside for the interment, placement, scattering, cremation, and commemoration of human remains and includes all buildings, roads, paths and other area within the boundaries of the roads.

Cemetery By-Laws (“By-Laws”): the rules and regulations under the garden is governed.

Cemetery Services: services available at the gardens, such as interments, disinterments, scattering cremated remains, cremations, memorialization, temporary storage facilities, preparing flower beds, planting flowers, trees or shrubs and other services.

Cemetery Supplies: articles available at the gardens for placement in the gardens, such as memorials, cremation urns, memorial wreaths, burial vaults and other supplies.

Child: means any person two years of age up to and including twelve years of age.

Columbarium: a structure containing recesses or niches for the placement of cremated remains; may be part of a building or may be a free-standing structure outdoors.

Columbarium Memorial: a monument or sculpture, which is cored out to accept, cremated remains.

Columbarium Memorial Plot: an area of land surveyed for the entombment of cremated remains in a columbarium memorial, which may be placed on the plot.

Commemorate: to celebrate or preserve the memory of a life; may take the form of a memorial, funeral service, gathering, speech, planting, or other act of remembrance.

Cremate (Cremation): to subject human remains to extreme heat. The heating process reduces the human remains to bone fragments. This reduction takes place through combustion and evaporation and is one method of preparing human remains for memorialization.

Cremated Remains: that which is left after the body is cremated; commonly called “ashes” but, in fact, are bone fragments.

Cremation Burial Plot: an area of land surveyed for the in-ground interment of an urn containing cremated remains.

Cremation Common Plot: a plot set aside for the interment of unclaimed urns containing cremated remains and marked with a number marker only; no memorial may be placed. Yorkton Memorial Gardens retains ownership of such interment rights.

Cremation Urn (“Urn”): a container into which cremated remains are placed prior to interment, in the ground or placement in a columbarium.

Crematorium (Crematory): the building that houses the cremation chamber. It can be a building that serves this one function only or a multipurpose building that also contains the administration offices, a chapel, a columbarium, mortuary preparation rooms or cemetery maintenance facilities.

Designated Scattering Area: an area of land dedicated for the scattering of cremated remains.

Disinterment: the removal of human or cremated remains from the ground.

Family Columbarium Memorial Plot: an area of land surveyed for the entombment of cremated remains; included in the purchase price are the interment rights and the columbarium memorial situated on the plot at the time of purchase.

Family Monument Lot: a lot surveyed to include, in the purchase price, the interment rights and the monument situated on the lot at the time of purchase.

Feature Wall: a structure projecting above the ground on which memorialization rights may be exercised, thus providing an upright memorial; located in areas designated as Feature Sections; usually made from granite, fieldstone, limestone or brick.

Grave: an area of land surveyed in varying sizes (adult, child and infant) for the in-ground interment of human remains.

Green Burial: a grave space in a designated section of the cemetery used for the interment of human remains in an ecologically sensitive manner.

Human Remains: the body or cremated remains of a deceased person.

Infant: means any person less than two years of age.

Inscription: words used on a memorial to commemorate a life.

Inter (Interment): to place (the placement of) human remains under ground; also know as bury (burial).

Interment Rights: the right to require or direct the interment or placement of human remains in plots, lots, niches and columbarium memorial plots.

Interment Rights Certificate: (Certificate of Entitlement) a document, issued by Yorkton Memorial Gardens once interment rights are paid in full, specifying the ownership of the interment rights and associated memorialization rights.

Interment Rights Holder (“Rights Holder”): is a person, firm or corporation owning the right to require or direct the use on interment rights; includes a person, firm or corporation to whom interment rights are transferred.

Lot: One grave.

Manager: the person appointed to be in charge of the cemetery.

Marker: a memorial with a flat and level surface upon which an inscription may be made; set flush with the ground.

Memorial or Memorialization: a means of commemorating a life; may take many forms, such as memorial marker, inscription, monument, tree, landscape feature or work of art.

Memorial Scattering Area: an area of land dedicated for the scattering of cremates remains; the site is guaranteed not to be used for any other development in the future.

Memorial Tree: a tree that is donated to the cemetery and dedicated in memory of an individual.

Monument: a memorial structure projecting above the ground; also known as a tombstone.

Niche: a recessed compartment, usually in a columbarium, into which urns containing cremated remains may be placed.

Pre-Need Assurance Trust Fund (Pre-Need Fund”): a fund established to hold monies received for pre-need cemetery supplies and services; monies are held for the benefit of the purchaser until that portion of the contract, in respect of which the money was paid, is utilized. For example: cremation fee, burial vault, bronze memorial.

Pulverization: the process of reducing the size of the bone fragments after cremation.

Pre-Need Cemetery Supplies and Services: cemetery supplies and services that are purchased but not provided until the death of the person for whom the arrangements were contracted. Monies from the purchase of such cemetery supplies and services are placed in the Pre-Need Assurance Fund.

Purchaser: a person, firm or corporation signing a contract associated to interment rights or cemetery supplies and services.

Scattering: an alternative to interring or placing cremated remains in a columbarium niche.

Section: an area within the gardens surveyed into individual interment lots; allows for easy location (i.e. Section 42, Plot A, Lot 3).

Section Marker: a small marker supplied and installed by Yorkton Memorial Gardens to indicate the boundaries of a lot.

Wall Grave: a grave surveyed to include, in the purchase price, the interment rights and permission to exercise memorialization rights on the feature wall adjacent to the interment rights.

Visual Identification: Provincial law requires that prior to cremation that the deceased received at the crematorium has been visually identified by the authorized decision maker or their designate.

Yorkton Memorial Gardens: abbreviations YMG is used in these By-Laws and Regulations.

C: General Bylaws and Regulations:

- 1) **Office:** the Company maintains an office in the Family Centre at YMG at which all records relating to the operation of the gardens shall be kept and to which all enquiries may be directed.
- 2) **Officials:** there shall be appointed by the Company a manager who shall be responsible for the management of the office and for the enforcement of these By-Laws and Regulations as they affect sales, transfers, certificates of entitlement, arrangements for interments and all general relations with the public.
- 3) **Plans:**
 - a) The company shall keep available for the public inspection during regular business hours, a copy of the gardens plan which shall show the area for burial purposes subdivided into Gardens, sections, plots and lots. A Garden shall be subdivided into sections; as section into plots; and plots into lots (graves). A plot may contain no more than six (graves) lots, and an adult lot shall be no less than 1.219 meters (4 feet) in width and 2.743 meters (9 feet) in length. The sections, plots and lots of each Garden shall be numbered or lettered in a manner so that each grave lot may be properly located and identified, e.g. Garden of Crucifixion, Section 4, Plot A, Lot 1.
 - b) Lots in the Garden of Memories designed for cremation interment shall be no less than 1.219 meters (4 feet) in width and 1.372 m (4.6 feet) in length.
 - c) Scattering Area in the Garden of Memories: scattering lots shall be 30.48cm (1-foot) x 30.48 cm (1 foot).
 - d) Infant Lots in the Garden of St. Mark and Crucifixion designed for the interment of infants up to a casket length of 76.2cm (2.6 feet) shall be no less than 60.96cm (2 feet) in width and 137.16cm (4.6 feet) in length.
- 4) **Contracts:** The cemeteries Act requires that a written contract between the purchaser and YMG be entered into for the purchase of all interments rights and most cemetery supplies and services. The contract stipulates the terms and conditions associated with

the purchase and is deemed to be enforceable when executed by both the purchaser and YMG. The purchaser assumes all financial responsibility associated with the contract.

- 5) Cancellation of Pre-Need Cemetery Supplies or Services:** You may cancel a contract and receive a full refund if you cancel during the period beginning on the day you enter into the contract and ending 10 business days after the day you receive a copy of the contract.

You may cancel a contract at any time after the period mentioned above.

If you cancel the contract after that period, you may not receive a refund for any goods that have been specially ordered or cannot be sold to anyone else (e.g. if the goods have been engraved), as long as the fact that those goods were not subject to refund is stated in the contract. The owner will, however, provide you with those goods on cancellation. Also, if you cancel the contract after that period, you may be charged an administration fee of:

- Within the first year of the contract, 10% of the contract or \$250.00, whichever is the lesser amount;
- After the first year of the contract, 10% of the contract or \$500.00, whichever is the lesser amount.

To cancel, you must give notice of cancellation in writing to YMG.

- 6) Continuing Ownership of Interment Rights:** Interment and memorialization rights held by a person who dies become part of the estate of such deceased. It is important to contact YMG as soon as possible after the death of the rights holder(s) to establish signing authority relative to the future use of the interment rights.
- 7) Memorial Services or Other Special Commemorative Events:** Memorial services or other special commemorative events are permitted by Yorkton Memorial Gardens.
- 8) Advertising:** Canvassing, soliciting, selling flowers or plants or distributing business cards in the cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's name, mark in any form.
- 9) Photographing, Filming or Videotaping:** Photographing, filming or videotaping of any part of the cemetery, columbarium or crematorium may take place with the approval of Yorkton Memorial Gardens.
- 10) Veteran's Section:** Garden of Devotion provides for the interment of the spouse beside the veteran.
- 11) The company retains the right of passage over every lot so that cemetery operations may be performed effectively.**

D: Sale and Transfer of Interment Rights:

- 1) A purchase from Yorkton Memorial Gardens is a purchase of the interment rights in the lot(s) or niche(s) and is not a purchase of the land or niche.
- 2) All lots shall be held and disposed for free from the provisions of the Land Titles Act.
- 3) When the Company agrees to sell a lot(s) or columbarium niche(s) and receives payment in full within 60 days.
- 4) Subject to subsection (2), the Certificate of entitlement gives the purchaser the right to use the lot(s) or niche space(s) only for interment purposes.

The purchaser's right to use the lot(s) or niche(s) for burial purposes is restricted to interment of members of the family and close relatives thereof, and of such other persons as may be permitted by the company.

All lots or plots in the gardens when numbered and conveyed as burial sites or lots shall be indivisible but may afterwards be held and owned in undivided shares.

- 5) **Transfer of Interment Rights:** The rights holder(s) may transfer or sell privately the interment rights to a third party providing that the then current administrative fee of Yorkton Memorial Gardens is paid. Further, the original Certificate of Entitlement is to be surrendered to Yorkton Memorial Gardens along with a Form of Transfer prepared by Yorkton Memorial Gardens signed by the rights holder(s), and specifying the name(s) and address(es) of the proposed transferee(s). A new Certificate of Entitlement will then be issued to the transferee(s). This information shall be recorded in a register and kept by Yorkton Memorial Gardens. Should the original contract include merchandise or services, these items are not transferable. The purchase price less any care and maintenance fees will be refunded to the original purchaser or their estate.
- 6) The Company shall issue the Certificate of Entitlement mentioned in clause of subsection 3 promptly unless there is good and sufficient reason to believe that the sale and transfer has not been bona fide and in accordance with the spirit and intention of these regulations.
- 7) Upon production to the Company of satisfactory proof, or by statutory declaration of the person whom the Certificate of Entitlement has been issued or someone having knowledge of the facts, of the accidental loss or destruction of such Certificate or Entitlement, the Company may issue a fresh Certificate or Entitlement in lieu of the one so lost or destroyed, noting upon the same why it is issued. A fee for this service is required.
- 8) Upon the death of a lot-owner, ownership passes to the legal representatives of the deceased but before a new Certificate of Entitlement is issued, the Company requires to have with the Certificate of Entitlement in the name of the deceased and satisfactory proof of right to ownership, which in ordinary cases may be provided.
 - By a certified or notarial copy of letters probate; or
 - By a certified or notarial copy of letter of administration; or
 - In the case of small estates where letters probate or letters of administration are not available by a statutory declaration setting forth such facts as may be required by the Company.

E: Interments and Disinterments:

- 1) Only human remains or cremains shall be interred or placed in the gardens.
- 2) Before each interment the company must receive and interment order and a lot use authorization signed by the lot owner or his/her legal representative along with the following information.
 - a) the name, address, age, date of death of the deceased.
 - b) a copy of the burial permit or cremation certificate

- c) the name, mailing address and telephone number of the person who had a kinship relationship or legal representative of the deceased as defined by the cemeteries act 1999.
- 1) Reasonable notice of burials is required. Normally notice will be:
 - a) May 1st - to October 31st – Before a burial is to take place, 24 hours notice of which 8 hours should be regular working hours.
 - b) November 1st to April 30th – Before a burial is to take place, 48 hours notice of which 16 hours should be regular working hours.
 - c) Before a disinterment is to take place, 5 regular working days notice.
 - d) Each interment of a casketed burial shall provide for not less than 0.9cm (3 feet) of earth between the general surface level and the casket. In the case of cremation burials 0.6cm (2feet) applies.
 - 2) Payment: suitable arrangements for payment must be made with Yorkton Memorial Gardens before and interment, placement or disinterment may take place.
 - 3) The Company shall have the superintendent, or other employee present for every interment.
 - 4) No interment or disinterment shall take place in a Sunday or statutory holiday unless:
 - a) Such statutory holiday falls on a Saturday or a Monday;
 - b) Burial is necessary to comply with public health regulations governing communicable diseases; or
 - c) Other special circumstances exist which in the opinion of the Company warrants departure from these regulations.
 - 5) Funerals shall be held at the gardens only between the hours of nine (9)a.m. in the forenoon to four (4)p.m. in the afternoon unless permission of the Company has been obtained.
 - 6) Funeral corteges shall follow the route indicated by the superintendent.
 - 7) The scattering of cremated remains upon the surface of the gardens is permitted only in designated areas.
 - 8) Scattering or depositing cremated remains below the surface of the ground is permitted only in those areas so designated.
 - 9) The timing of recovery of cremated remains depends upon weather and ground conditions. Due to length of time an urn has been interred and/or the conditions to which it has been exposed, Yorkton Memorial Gardens cannot guarantee that it can retrieve an urn interred in a lot, urn space or in a cremation plot. The condition of any urn disinterred may be unsuitable, in which case; a replacement urn may be required.
 - 10) Except with the company’s prior written permission, only artificial grass, lowering devices and other equipment furnished by the company shall be used.
 - 11) **All adult casketed earth burials require a concrete grave liner or a concrete burial vault that will be supplied by the cemetery. Concrete liners or concrete burial vaults may be supplied by a funeral home or outside supplier of the purchaser’ choice. These are subject to an installation fee. Concrete maintenance liners or vaults are not required in the infant sections or cremation garden.**
 - 12) Number of Interments in a grave: Only one casket may be placed in a single grave unless otherwise specified in the Certificate of Entitlement setting out those sections allowing

double depth burials where two caskets are to be interred the casket will be enclosed in a concrete liner or concrete vault at extra depth.

- 13) An infant casket 72.2 cm x 36.58cm (2.6ft x 1.2ft) may be buried at the head end of a single lot in which a casket containing human remains has been or may be buried.
- 14) Cremated Remains: may be interred in a grave where a burial has been made, providing that a concrete, fibreglass or steel urn vault is used. In this case two sets of cremated remains with memorialization will be allowed at the foot end of the lot. A consent form from the Rights Holder or remaining family members must be filed with the company. A fee will be charged for this service including an amount to be placed in the Care & Maintenance Fund. If an adult lot with no burial is to be utilised for cremation four sets of cremated remains may be interred; two at the head and two at the foot. All with memorialisation. Memorials set at the foot end of lots may not include a vase.
- 15) For the Garden Of memories a maximum of;
 - 2 cremated remains into each niche of the columbarium
 - 2 cremated remains into each regular lot
 - 1 cremated remains into each rock garden urn
 - 2 cremated remains into each bench that has specifically been designed to hold the cremated remains.
- 16) The company 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.
- 17) The company reserves the right, at its cost to correct any error that may be made by it in making interments, disinterments or in the description or transfer of any lot, either by cancelling such transfer and substituting in lieu thereof another lot of equal value and similar location, or, in the sole discretion of the company, by refunding all money paid on account of such purchase. In the event an error involves the interment of remains, the company shall have the right to remove the remains to another lot of equal value and similar location provided the approval of any regulatory authority is first obtained. Notice will be personally to the rights owners, or may be mailed to the rights owners or their legal representatives, at their last appearing address on the record books of the company.

F: Care of Lots:

- 1) In the interests of the all-over appearance of the gardens, no person shall without the permission of the Company;
 - a) Seed, plant, cultivate, pick, remove, break or alter any tree, shrub, flower, plant or other object;
 - b) Cut any sod, move or install corner posts or markers; or
 - c) Perform work of any kind.
- 2) The Company is responsible for the complete care and maintenance of the gardens and of all lots whether disposed of or not and individual planting or landscaping is expressly forbidden.
- 3) The Company is not responsible for loss of or damage to any memorial, flower holder, or any portable object placed on any lot or lots, other than for the guarantee of workmanship and quality of any articles sold by the Company.
- 4) Any damage to memorials by grass cutting or other machinery used by the Company in the normal course of maintenance work will be repaired or replaced as required by the Company.

- 5) Any article which in the reasonable opinion of the company is detrimental to efficient maintenance or constitutes a hazard to machinery, employers or visitors, or is unsightly or does not confirm with the natural beauty or design of the gardens, may be removed by the company.
- 6) The company may receive gifts, bequests or donations in any amount from any person for purposes of endowing any lots or lot or any part or parts of the gardens, and any monies so received shall be placed in the care and maintenance trust fund and income therefrom shall be used for the purpose or purposes expressed in such gift, bequest or donation.

G:Memorialization:

- 1) The upright monument section of the gardens; identified as The Garden of Gethsemane shall be maintained distinctly separate from the “flat memorial section(s)” and no upright monuments will be allowed to be installed in the “flat memorial section(s), either now or in the future.
- 2) The Garden of Gethsemane shall be restricted to above ground monuments manufactured from granite, with the exception of the four corners of a module foundation which are restricted to flat granite or bronze markers installed flush to ground level. See section K.
- 3) The “flat memorial section(s) of the gardens shall be restricted to ground level memorials made from bronze.
- 4) No inscription or ornamentation, which in the opinion of the company is inconsistent with dignity of the gardens or is offensive to other lot owners. May be placed on any memorial or monument.
 - a) **All bronze memorials shall be mounted on a granite base set flush with the ground and installed to conform to the approved plan of the gardens.**
 - b) **Photographs on Memorials or Vases. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on memorials set flush with the ground or vases.**
 - c) The minimum and maximum percentage of the several components of bronze shall be as follows:

	Minimum	Maximum
Copper	85%	88%
Zinc	4.50%	6.00%
Tin	5%	6%
Lead	1.5%	5.00%

All other elements in total not to exceed 1%

- d) Letters, numerals and ornamentation shall be chased and buffed and shall not protrude more than 0.95 cm. (3/8”) above the flat surface of the memorial. Each casting shall be true and free from defects or roughness. Memorial sizes shall be restricted as follows:

<u>Type of Plot</u>	<u>Minimum</u>	<u>Maximum</u>
Adult-Companion (Two Lots)	36”x13” 91.44cm x 33.02cm	56”x16” 142.24cm x 40.64cm
Adult-Single (One Lot)	24”x12” 60.96cm x 30.48cm	36”x13” 91.44 cm x 33.02 cm
Adult-(One Lot Double Depth)	24”x12” 60.96cm x 30.48cm	36”x13” 91.44 cm x 33.02 cm

Cremation-Companion	20"x10" 50.8cm x 25.4 cm	24"x16" 60.96 cm x 40.64 cm
Cremation-Single	20"x10" 50.8cm x 25.4 cm	24"x14" 60.96cm x 35.56 cm
Infant-Child	6" x 6" 15.24cm x 15.24 cm	24"x12" 60.96cm x 30.48 cm

- 5) All memorials shall be mounted securely on a suitable granite base at least 8.89 cm (3 ½") thick, smooth sides showing a smooth surface, 5.08cm (2") wide around the bronze. Secure mounting consists of adequate support for the bronze and corrosion resistant fastening.
- 6) All flower vases for ground installation shall be of bronze. Vases, which may be separate or integral to the marker, are to be provided with a container so designed and of sufficient strength as to protect the vase in an inverted position in the ground and must be installed in a granite base which surrounds and encloses the vase and container.
- 7) The Company shall keep on file in its office a price list of all the memorials and monuments that it handles, and it shall be made available upon request.
- 8) Memorials which comply with these regulations may be purchased from another supplier, the Company reserves the right to refuse the installation or entry of any memorial until:
 - a) The manufacturer has supplied the Company with Certificate which shall establish that the alloy content of their products by analysis, and the kind of finish and method of securing same complies with these regulations; and
 - b) The care and installation fees set out in the Tarff of Rates has been paid.
- 9) Except as required in the course of regular maintenance or an interment, a memorial or monument shall be removed from a lot only on the written order of the lot owner and the company shall make such removals only.
- 10) The company will take all reasonable precautions to protect memorials, monuments, vases and other property of lot owner's form loss or damage but is not responsible for loss or damage occurring for reasons beyond the control of the company, including damage by the elements, Acts of God, thieves, vandals, strikers, or by order of any military or civil authority.
- 11) Due to winter conditions, installation of memorials may not occur from November 1 to April 30. No person shall deliver memorials to the cemetery without prior approval during this period.
- 12) Clients wishing to purchase a preneed bronze marker or monument may do so, providing they have paid the amount owing to Yorkton Memorial Gardens. Yorkton Memorial Gardens will order and store it within our facility and will submit the required Care & Maintenance fees.

H: Visiting

- 1) The public may visit the gardens at any time between sunrise and sunset.
- 2) All persons, while in the gardens, shall conduct themselves in a quiet and orderly manner.
- 3) Children under the age of 15 years are not allowed unless accompanied by an adult who shall be responsible for their good conduct.
- 4) Vehicles within the gardens shall be driven at a moderate rate of speed with proper respect for the dignity of the gardens and shall not leave the roadways. Owners of vehicle will be held liable for any damage caused by their drivers or vehicles.

- 5) Pets are not permitted in the gardens.
- 6) It shall be the duty of the superintendent to enforce order and decorum at all times.
- 7) Any person who disturbs the quiet and good order of the gardens by noise or improper conduct or who violates any provision of these regulations may be expelled from the gardens.

I: Tarriff of Rates

The company shall keep on file for inspection in its office, which shall be open to the general public during normal office hours, a tariff or rates covering;

- a) Prices of lots and columbarium niches, bronze and granite memorials, concrete liners and vaults. Fibreglass and concrete urn vaults.
- b) Interment fees
- c) Disinterment fees
- d) Transfer fee
- e) Installation costs (where applicable)
- f) Installation of burial vaults or liners
- g) Cremation fees
- h) Flower programme
- i) Any other merchandise or services provided by the company which have been filed with Consumer Protection Division Financial and Consumer Affairs Authority.

J: Miscellaneous

- 1) No person shall give money or other reward to any company employee working in connection with the gardens for cemetery services or attention.
- 2) Temporary grave markers usually provided by a funeral home will be removed from the lot after a period of one year or earlier upon installation of a memorial or monument.
- 3) Flowers may be removed from lots at the discretion of the superintendent, without any prior notice given to the lot owner or next of kin.
- 4) Any article which in the reasonable opinion of the company is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the gardens, may be removed by the company.
- 5) No trees, shrubs, flowering or other plants may be planted on lots. Fences, borders, railings, curbs, copings, trellises, walls, hedges or grave coverings of any kind, in, on or around a lot or plot are prohibited.
- 6) Floral decoration may be placed only in accordance with the following guidelines:
 - a) From May 1st to October 15th.
 - b) In appropriate floral containers meeting requirements of the cemetery section.
 - c) Reasonable advance notice will be published for removal of floral tributes in preparation for winter operations. Tributes not removed will be held at the cemetery for collection. Items not collected will be disposed of after 14 days.
- 7) Memorial Wreaths may be placed in the cemetery on stable 68.58 cm (27") minimum height stands only between November 1st and March 31st of each year. In order to prepare the grounds for spring, wreaths must be removed prior to April 15th. Wreaths not removed by April 15th will be removed and disposed of by Yorkton Memorial Gardens without notification.
- 8) The Gardens Staff shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the gardens as soon as, in the

judgement of the Grounds Superintendent they become unsightly, dangerous, detrimental or diseased.

- 9) The company reserves the right to disallow or remove quantities of wreaths or flowers considered by adjoining lot owners to be excessive.
- 10) The company reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer these regulations.
- 11) Out of respect, all work of any description shall cease while a funeral or interment is being conducted nearby. All machinery and workmen shall withdraw to a reasonable distance from the location of the funeral service.
- 12) The company hereby expressly reserves the right to adopt additional rules and regulations or to amend. Alter or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations at any time and without notice.
- 13) The company 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 gardens, subject to the approval of any regulatory authority.
- 14) If enforcement of any regulation might cause hardship, the company may make exceptions to, or modify such regulation without notice but no such action shall be construed as limiting the general applications of these regulations.

K:Regulations: Garden of Gethsemane

An upright, above ground level monument section.

- 1) The Management requires that the lot be paid for in full before any monumental work is placed thereon.
- 2) Only one family monument shall be placed on a family plot.
- 3) Sections #1 to 40 and 342 to 347 plots C & D have a height restriction of *35.56cm* (14 inches) including the base and vase (if included). This restricts memorialisation to a flat Bronze or Granite memorial or low slope style of monument.
- 4) Monuments shall be made of granite, of high quality, and craftsmanship polished front and back with a minimum thickness of 152.4 cm (0.6”). All monuments must set on a granite base of a minimum height of 10.16cm (0.4”) to a maximum height of 20.32cm (0.8”).
 - a) The length of the monument base shall not exceed 60% of the average width of the lot.
 - b) The face area of the monument shall exceed 15% of the superficial lot area.
 - c) Any monument erected must have the base and die joined; front and back, by use of a non permanent setting compound.
 - d) Any attachments such as bronze, porcelain photographs, vases etc. Must be permanently mounted to the monument or base. The cemetery staff will remove attachments not permanently mounted to the monument or base. Attachments to the foundation other than the monument base are prohibited.
- 5) **Before the manufacturing of any monument, complete designs, details and specifications must be submitted to the Management, and the approval of the Management received for the work contemplated. A photograph must also be submitted if statuary is part of the contemplated monument.**
- 6) **Lot owners are cautioned against contracting for a monumental work until the size and design has been approved by the Management.**
- 7) All Monumental carving must be of properly executed, sunken or raised lettering or design and no scratch, painted or strip letters, ornaments or designs will be allowed on any monument.

- 8) It is practically impossible to prevent damage to raised letters or to finely cut and intricate ornamentation on the vertical face of any monumental work, especially where they are near the surface of the ground. Simple and well-proportioned design is desirable from the standpoint of artistic taste, economy and durability.
The management will use reasonable effort to protect, but it disclaims responsibility for any liability for damage arising from any cause, to lettering or carving or ornament in the monument of what so ever nature.
- 9) **Ceramic or photoplex pictures on monuments require written consent of the rights holder(s) prior to the placement. Ceramic or photoplex pictures are not covered under the care & maintenance trust. A waiver of responsibility must be signed and filed with Yorkton Memorial Gardens.**
- 10) The Management reserved to itself the sole decision as to what is proper and reserves the right to reject any memorial designs.
- 11) All monuments shall be set so that the inscription shall face the front of the lot, and the monument will be placed in that location on the lot designated by the Management.
- 12) No monument shall be set, except upon a foundation built of solid concrete or granite of sufficient size, depth and specifications to support the superstructure.
- 13) The Management reserves the right to install all foundations. An order will be required from the Monument dealer for each foundation.
- 14) The installation of Monuments within the garden shall be subject to the supervision and control of the Management.
- 15) Installation of any monument and base are the responsibility of the monument supplier and all work must be done during normal working hours of the cemetery.
- 16) Foundations will extend 10.16 cm (4in.) from the outer edge of the memorial base and have a depth of at least 15.24cm (6in.). When required reinforcing material is to be used. Installation and care fees will be set out in the Tariff of Rates.
- 17) Flowers, either natural or artificial, can only be placed in a flower receptacle. It is preferred that the flower receptacle be made of bronze and either be a part of the memorial or set into the concrete foundation for the memorial. In the case of specially designed monuments, which include marble vases, these will be allowed providing they are approved by the management prior to installation.
- 18) **If an aluminum, sheet metal or plastic vase is installed on a monument base it must not protrude over the edge. Aluminum sheet metal and plastic vases will not be covered under the Care & Maintenance Fund program. In the event of damage, theft or deterioration, it will be the responsibility of the lot owner or next of kin to replace the vase. The company reserves the right to remove the vase if it does not comply or becomes unsightly.**
- 19) No monument may extend over the area where a lot opening has been or will be located.
- 20) Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the company to be normal wear.
- 21) Articles of Ornamentation: The company will not be responsible for loss or damage to any portable article left upon any lot or monument or the improper attachment of any article to a monument. No solar lights, candleholders, lanterns, wrought iron stands or other such fixtures may be attached in any manner to any monument, base or foundation.

- 1) Access and Security: Whereas it is essential that the Family Centre, the Columbarium, their facilities and contents, and the in urned remains therein be maintained in a secure and safe condition; it is therefore necessary that a policy be in place to ensure this primary objective be fully met. It is further essential that any access and security policy fully recognize the rights and desires of those who have purchased a niche in the columbarium, and those desiring access to the resting-place of cremated remains.
- 2) This policy as detailed hereunder covers hours of opening of the Columbarium, and the provision of coded electronic cards for gaining access to the Columbarium.
 - a)Hours of Access:
 - i. The Columbarium will be open to the public through the *South* door Between 9:00a.m. and 5:00p.m. daily.
 - ii. The security alarm system will be programmed to arm automatically 30 minutes after the closing time for regular visiting.
 - iii. Outside of regular business hours, owners of niches and their families may gain access to the columbarium through the *South* door by using the coded electronic card issued to them by Yorkton Memorial Gardens.
 - b)Key Card:
 - i. Niche holders will be provided with one free coded electronic card. This will afford entry through the *South* door.
 - ii. Additional cards will be available for a nominal fee.
 - iii. At-need niche holders are provided with their card upon completion of purchase.
 - iv. Pre-need niche holders are encouraged to defer taking possession of their cards until such a time as the niche contains an urn.
 - v. Non-functional cards will be replaced. Those suffering electronic disfunction will be replaced free of charge. Those suffering disfunction due to physical damage will be replaced at purchase price.
 - vi. Niche holders must report the loss of a card immediately to Yorkton Memorial Gardens. This is most important in the interests of Columbarium security. The existing code must be cancelled and removed from the control system. Lost cards will be replaced for current purchase price.
- 3) Urns of glass fronted niches are restricted to materials of a more permanent nature examples of which are bronze, marble and granite.
- 4) Urns of other material may be placed in niches with perlato marble fronts with bronze nameplates.
- 5) No person shall burn incense or candles or other flammable products inside the columbarium at any time.
- 6) Ornamentation and memorabilia alongside the urn in glass fronted niches is allowed providing it is in keeping with accepted standards of propriety. Photographs especially coloured ones over time fade, cloth items fade and deteriorate. This should be remembered when selecting items. Should the niche become unsightly, Yorkton Memorial Gardens may remove objects and dispose of them after contacting the right holder.
- 7) The company does not recommend that either monetary or sentimental valuables be displayed with the urn in the glass front niches. Persons choosing to display such

valuables will do so at their own risk and will be requested to sign an agreement releasing the company and its employees from all claims.

- 8) Ornamentation outside the niche: Some families may wish to affix some form of temporary memorialization of their loved ones outside the niches on birthdays and other holiday throughout the year. While the appropriateness of these individual and personal memorials is a function of widely divergent tastes, some basic guidelines should be adhered to:
 - a) It is recognized that the exterior of the niche is an integral part of the entire niche arrangement. Anything that is affixed to the exterior should conform to the aesthetics of the facility.
 - b) Anything that damages or mars the exterior finish should be avoided. Any damage that requires cleaning or repair to the exterior of the niche can, at the discretion of the company, be charged to the niche owner.
 - c) Anything that is affixed to the exterior of the niche should not occupy more area than the size of the niche and should not obliterate the views of adjoining or other niches.
 - d) Fresh and artificial flowers can be placed in the niche area. However, to avoid problems with pests and other contaminants, only flowers from florists are permitted. Home garden flowers are not to be used. All flowers will be removed from the niche area in a reasonable length of time. Flowers that are in vases should not be placed in such a way that the view of adjoining or other niches is obliterated. People wishing to place flowers are encouraged to use tables provided for memorials.

M: Crematorium

Yorkton Memorial Gardens Crematorium is operated under the Saskatchewan Funeral and Crematorium Services Act 1999.

- 1) **Requirements for Cremation:** Prior to any cremation, Yorkton Memorial Gardens requires: a completed Application for Cremation; a burial permit issued by the Registrar showing that the death has been registered; a signed contract; and payment of the requisite fees.
- 2) **Right To Refuse:** Yorkton Memorial Gardens has the right to refuse to cremate in any case without giving any reason.
- 3) **Caskets or Containers:** Human remains delivered to the crematorium for cremation must be delivered in a casket or leak proof container that is sufficient to protect the health and safety of crematorium personnel and the public and will be cremated in such casket or container. Caskets or containers used for cremation must be made of wood or other combustible material. Yorkton Memorial Gardens will not cremate caskets or containers made of or containing, non-flammable or hazardous material or prescribed material. Chlorinated plastic or fibre-reinforced plastic is a prescribed material. Prior to cremation, casket handles and other exterior fittings may be removed by Yorkton Memorial Gardens and later disposed of within the gardens. Under no circumstances will an employee of Yorkton Memorial Gardens open the casket or container unless instructed by the management.
- 4) **Cremation Scheduling:** The crematorium will perform the cremation upon receipt of human remains and according to its own time schedule, as work permits, without obtaining any further authorization or instructions. All cremations are performed individually. The Crematorium will only place the human remains of one individual in the cremation chamber at a time.

- 5) **Attendance at Crematorium:** If a family wishes to be in attendance at the crematorium to witness placement of the casket in the cremation chamber or to remain in the premises while the cremation is taking place. Documentation authorizing these actions must be completed by the family and the crematorium. A fee for this service will be levied.
- 6) **Valuable Material:** Due to the nature of the cremation process, any valuable material is not recoverable after the cremation and should be removed before the casket or container is transferred to the crematorium.
- 7) **Cremated Remains of Children:** It should be clearly understood that there are little, if any cremated remains following the cremation of a fetus or a very young child.
- 8) **Commingling Cremated Remains:** Yorkton Memorial Gardens will not, without the written and signed consent of the Applicant, cremate the remains of more than one person at one time. While every effort is made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremation may occur.
- 9) **Instructions for Disposition of Cremated Remains:** Cremated remains are placed in a sealed container, which is provided, without additional charge by Yorkton Memorial Gardens or in a container provided or purchased by the individual or family.
- 10) **Yorkton Memorial Gardens will shelter and store the cremated remains** for 30 days following the cremation. A shelter and storage fee will apply after this period.
- 11) **Floral Tokens** from the Funeral Service will be received at the crematorium only on the day of the cremation and will be disposed of the same day.
- 12) **Pets or other animals** will not be cremated. Only human remains will be cremated.

N: Green Burials

- 1) Green Burials may be undertaken only in those Cemetery sections specifically designated for that purpose in the Cemetery plot plan.
- 2) Upon a person paying the applicable fees and charges set forth for Green Burials, the Company may sell an unsold Green Burial plot in the Cemetery to that person and shall issue to that person an Interment Rights Certificate.
- 3) An Interments Rights Certificate for a Green Burial shall not be an exact plot but shall guarantee a space in the Green Burial section of the cemetery.
- 4) Green Burials shall not be not less than 1.83 meters (6 feet) x 3.05 meters (10 feet) with a 0.61 meter (2 feet) buffer zone between each Grave Space in all directions.
- 5) Each Green Burial in the Cemetery shall provide for not less than 1.21m (4 feet) of earth between the general surface level of the ground at the Grave Space and the upper surface of the shroud or biodegradable casket materials containing human remains.
- 6) Memorials for Green Burials shall be limited to a memorial wall.

