

# *Cemetery Regulations*



*Le Cimetière Près du Fleuve*

*Le Cimetière Papineau*

INDOOR NICHES | OUTDOOR NICHES | PLOTS | CRYPTS

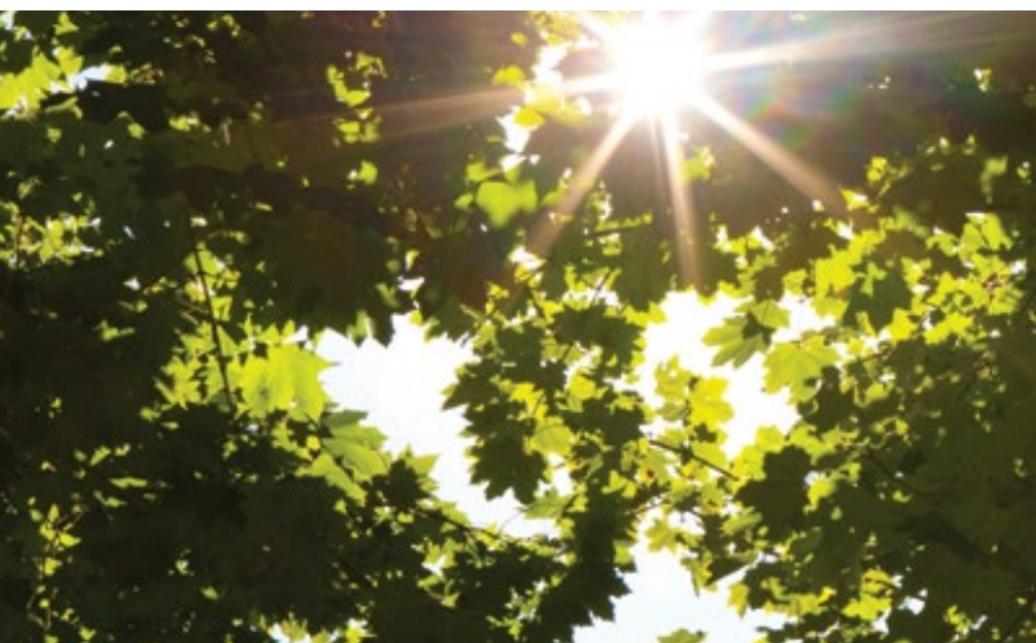
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# 1. GENERAL PROVISIONS

## 1.1 DEFINITIONS

**Cemetery:** *Le Cimetière Près du Fleuve* or *Cimetière Papineau*, depending on the context.

**Cinerary urn vault:** A vault for one or several cinerary urns installed in the ground.

**Columbarium:** An indoor or outdoor vault lined with niches for one or several cinerary urns.

**Concession:** The right to be interred in a cemetery's burial site (plot, niche, cinerary urn vault or crypt), in accordance with the law as well as the cemetery's terms and conditions, rules and these regulations, for as long as the site is legally designated for this purpose.

**Concessionaire:** An individual who holds the rights conferred by a concession granted by the cemetery.

**Crypt:** A recess in a wall designed for one casket containing the remains of a deceased person.

**Family concession:** A concession designed for the burial of one or several caskets and one or several cinerary urns.

**Individual concession:** A concession designed for the burial of a single casket or cinerary urn.

**Mausoleum:** A funerary building containing crypts and a columbarium containing niches and, if applicable, cinerary urn vaults.

**Mount:** An earth berm overlaying a burial site. Mounts are only tolerated in specific sections of the cemetery.

**Niche:** A space in a columbarium designed for one or several cinerary urns.

**Registrar:** The registrar is responsible for updating the Cemetery Register in which sepulture contracts are recorded. He is also responsible for overseeing the enforcement of these regulations.

## 1.2 PURPOSE OF THE REGULATIONS

The purpose of these regulations is to establish common standards applying to all cemetery users in order to ensure the efficient management of the cemetery's operations, namely with respect to administrative and contractual matters, as well as the harmony of the site and mutual respect between cemetery users.

## 1.3 SECULAR NATURE OF THE CEMETERY

The cemetery welcomes all concessionaires regardless of religious beliefs or faith.

## 1.4 CEMETERY PLAN AND REGISTER

The cemetery has in its possession the only official layout plan of its grounds and holds a register (the "Cemetery Register") in which sepulture contracts are recorded. These documents are authoritative as to their content.

The cemetery reserves the right to modify at any time the disposition and layout of a concession or section of the cemetery that has not yet been conceded.

## **1.5 CEMETERY MAINTENANCE**

The cemetery sees to maintaining the lawn, alleyways and roads for as long as the weather and then-applicable regulations permit, unless exceptional circumstances such as a redevelopment of the cemetery or public utility works prevent it from doing so.

The cemetery is authorized to cut and remove, at the concessionaire's expense, any plant, ornament or fence installed in an unauthorized location, whose growth or configuration could hinder the cemetery's maintenance operations or whose appearance is not suited to the site's vocation or harmony.

Only the cemetery's employees or other persons explicitly authorized by the cemetery may carry out work of any nature whatsoever on cemetery grounds.

## **1.6 CIVIL LIABILITY AND INSURANCE**

The cemetery declines all responsibility for the actions of civil authorities relating to the cemetery as well as for the actions and damages caused by others, the elements, an accident or any other factor. Furthermore, the cemetery declines all responsibility for damages to items—such as monuments, markers, flowers, perennials or other ornaments—placed on or in concessions by concessionaires or third parties, unless such damages were caused by its employees while carrying out their duties.

However, the cemetery shall not be held responsible for damages caused to a concession when the layout of a concession or the items placed or built on it hinder the cemetery's maintenance operations. Furthermore, when the concession has been laid out contrary to the restrictions stipulated herein and in direct violation of these regulations, the concessionaire shall be held liable for any resulting damage.

Concessionaires are responsible for insuring their concession against normal risks, including theft, vandalism and civil liability.

## **1.7 ACCESS TO THE CEMETERY**

### **1.7.1 VISITS**

No visits are allowed outside of the cemetery's visiting hours, which are displayed at the entrance of the cemetery.

Persons who visit the cemetery must conduct themselves such as to avoid disturbing the tranquillity or affecting the dignity of the site. Also, a civil lawsuit may be brought against any person whose behaviour is disrespectful toward a concessionaire or concession, a visitor, a monument, a marker or any other property belonging to the cemetery. The cemetery reserves the right to refuse admission or entry to the site to any person or group whose behaviour risks disturbing the tranquillity or affecting the dignity of the site.

Furthermore, the cemetery reserves the right to prohibit access to the site should it deem that the safety of the site is jeopardized by weather conditions or any other reasonable reason.

### **1.7.2 SPEED LIMIT**

A speed limit of fifteen kilometres per hour (15 km/h) applies throughout cemetery grounds.

### 1.7.3 ANIMALS

Guide dogs under leash for handicapped persons are the only animals tolerated on cemetery grounds.

### 1.7.4 SHOOTINGS

The cemetery's authorization is required before any shooting, news report or other recording.

## 1.8 CEMETERY'S ADDRESS

*Le Cimetière Près du Fleuve* is located at

**2750 Marie-Victorin Boulevard East, Longueuil (QC) J4G 1P5**  
(next to Complexe Rive-Sud).

*Cimetière Papineau* is located at

**33 Principale Street, Laval (QC) H7X 3V5**  
(next to Complexe Sainte-Dorothée).

All correspondence concerning the cemetery must be sent to the registrar at  
**2750 Marie-Victorin Boulevard East, Longueuil, (QC) J4G 1P5.**

## 1.9 CONCESSIONAIRE'S ADDRESS

The concessionaire's address, as it appears in the Cemetery Register, is deemed to be the address to which all correspondence must be sent.

The concessionaire is therefore responsible for notifying the cemetery's registrar of any change of address.

## 2. RIGHTS CONFERRED BY A CONCESSION

The cemetery offers the following types of concessions: individual concessions, family concessions, niches, cinerary urn vaults and crypts.

The cemetery reserves the right to cease granting concessions at any time as well as the right to amend the contractual terms and conditions under which concessions are granted.

### 2.1 USE

The concession does not grant ownership of the conceded site (plot, niche, cinerary urn vault or crypt), but solely the right to bury the remains of a deceased person or the cinerary urn containing his or her ashes, for the period stipulated in the sepulture contract and in accordance with the law and these regulations. Said concession is non-transferable and exempt from seizure, except as otherwise provided under these regulations.

Only the cemetery is authorized to determine the number of places available in a concession, as stipulated in the sepulture contract. The cemetery also establishes the dimensions of each concession.

### 2.2 TITLE

No concession title is issued by the cemetery or its authorized representatives before the payment in full of the agreed price, which depends on the concession's surface area, dimensions and location.

## 2.3 SEPULTURE CONTRACT

The right to bury in a concession (plot, niche, cinerary urn vault or crypt) located in the cemetery is granted under a sepulture contract, which is signed in two (2) copies. A copy is given to the concessionaire and the other copy is kept in the Cemetery Register. This contract specifies:

- The name of the concessionaire;
- The concessionaire's address;
- The description of the concession;
- The term of the concession;
- The price of the concession;
- The terms of payment;
- The name(s) of the person(s) who may be interred in the concession as well as the name of the person designated as the concessionaire's successor;
- The rights that the cemetery can exercise should the concessionaire fail to fulfill his or her obligations under the terms and conditions of the sepulture contract, the law and/or these regulations;
- A summary of these regulations.

## 2.4 TERM

In principle, a concession is granted for a period of ninety-nine (99) years or less, as specified in the sepulture contract, depending on the term then available and the type of concession (plot, niche, cinerary urn vault or crypt).

However, individual concessions for the burial of the remains of a single person are granted for a period of fifteen (15) years or less whereas the term of individual concessions for the burial of ashes is limited to ninety-nine (99) years or less, as specified in the sepulture contract and depending on the term then available.

Crypts are granted for a period of one hundred twenty-five (125) years, as specified in the sepulture contract and depending on the term then available, with the exception of certain sections of Mausoleum Saint-Christophe and the Saint-Antoine de Padoue, *Campus Stella*, Saint-Laurent, Confluent, Passeur and Familial mausoleums at *Le Cimetière Près du Fleuve*.

## 2.5 RENEWAL

### 2.5.1 GENERAL PRINCIPLE

Upon expiry of a concession term, other than an individual concession, the cemetery shall send an option of concession renewal to the concessionaire's last recorded address in the Cemetery Register. The concessionaire's successors or any other person having a legal interest therein shall have the possibility to renew the concession at the then applicable price and for the term then available.

Failure to renew within sixty (60) days following the expiry of the term shall result in the repossession of the concession by the cemetery. Immediately thereafter, the Cemetery shall be authorized to remove the monument installed on the concession, which then becomes the property of the cemetery, and bury the remains of another deceased person in this concession, subject to maintaining the appropriate registers for the purpose of locating the relocated remains or ashes.

## 2.5.2 INDIVIDUAL CONCESSION

Before expiry of the term of an individual concession for the burial of the remains of a single person or ashes, the concessionaire's successors or any other person having a legal interest therein shall have the possibility to renew the concession at the price then applicable and for the term then available.

Failure to renew shall result in the repossession of the concession by the cemetery with no obligation to notify any individual or party. Immediately thereafter, the cemetery shall be authorized to remove the marker, which becomes its property, and bury the remains of another deceased person in this concession, subject to maintaining the appropriate registers for the purpose of locating the relocated remains or ashes.

## 2.6 REPOSSESSION

Should the cemetery repossess a concession, its content as well as any marker or monument automatically becomes the property of the cemetery, which can dispose of all caskets or cinerary urns interred in the concession as it sees fit.

### 2.6.1 DEFAULT ON PAYMENT

The cemetery can cancel and repossess the concession should the concessionaire fail to make payments as specified in the sepulture contract on the dates they are due.

If applicable, the cemetery shall send a 30-day advance notice to the concessionaire's last recorded address in the Cemetery Register. Upon expiry of this period, the cemetery shall repossess the concession without any other legal formality and shall be authorized to keep the total sums received as administrative fees.

### 2.6.2 ABANDONMENT

A concession whose concessionaire, heirs or successors have not made contact with the cemetery in more than thirty (30) years and which has been left in a state of disinterestedness equivalent to a state of abandonment is deemed to have been abandoned and can be repossessed by the cemetery.

If applicable, the cemetery shall send a 60-day advance notice to the concessionaire's last recorded address in the Cemetery Register. Upon expiry of this period, the Cemetery shall repossess the concession, which then becomes its property. Immediately thereafter, the cemetery shall be authorized to remove the monument, which then becomes its property, and bury the remains of another deceased person in this concession, subject to maintaining the appropriate registers for the purpose of locating the relocated remains or ashes.



## **2.7 FOUNDATIONS, MONUMENTS AND MARKERS**

### **2.7.1 REQUIREMENTS**

No monument or other works may be installed before the concessionaire has paid in full the agreed price and, if applicable, the installation permit. This permit, subject to additional administration fees, is mandatory when the monument is not provided by the cemetery.

Furthermore, concessionaires are prohibited from erecting monuments or other works that are not provided by the cemetery without having first presented their plans to the cemetery's registrar and having obtained the written authorization to proceed.

All monuments and markers must be made of granite of a thickness of at least ten (10) centimetres or of bronze. However, in the "L'Île" and "La Roseaie" sections, all markers set on the ground must be made of bronze.

All monuments and markers must be installed at the head of the concession, be kept tidy and be adequately installed on the foundation built by the cemetery. The concessionaire is responsible for all expenses incurred to maintain the monument or marker.

### **2.7.2 MONUMENTS IN VERY POOR CONDITION**

The cemetery reserves the right to remove from concessions any and all monuments that are in very poor condition and to remove damaged or fallen parts of monuments, after sending a 15-day notice to the concessionaire's last recorded address in the Cemetery Register.

However, in an emergency or if safety is jeopardized, the cemetery has the discretion to act without further notice or delay.

## **2.8 DECORATIVE ORNAMENTS**

### **2.8.1 GENERAL PRINCIPLE**

The only decorative ornaments authorized on cemetery concessions are those described in these regulations and vary according to the type of concession. Any unauthorized ornament can be removed by the cemetery at the concessionaire's expense without further notice or compensation.

Such ornaments must not be contrary to the law and public order. The same applies to inscriptions and porcelain photos designed to be placed on a marker, an urn or any other family concession. The cemetery can have removed from a concession any marker or object that could be injurious or detrimental to public order or that is not suited to the site or its vocation.

To make it easier and safer to maintain cemetery grounds, it is forbidden to close off a concession by any means, including, without limiting the generality of the foregoing, by a wall, curb, trench, fence or hedge.

At its sole discretion, and throughout cemetery grounds as well as on any and all concessions, the cemetery may remove all flowers, perennials, trees, shrubs and other plants as well as synthetic flower arrangements and other ornaments including lamps, vigil lights, figurines, decorative stones, fences, etc. that have been installed despite the restrictions stipulated in the regulations and without any other notice or compensation. The cemetery can also have removed from a concession a mount that has been erected in an unauthorized section of the cemetery without further notice or delay.

## 2.8.2 INDIVIDUAL CONCESSION

Individual cinerary urn concession does not include any personalized identification other than a marker, provided by the cemetery, which indicates the year of burial of all the ashes buried in the concession that given year.

Subject to the cemetery's written authorization, only a surface marker (indicator) may be installed on an individual concession for the burial of remains and no other works or monuments are authorized.

No decorative ornaments are authorized on individual concessions for the burial of remains or ashes.

## 2.8.3 FAMILY CONCESSION

### **A. Identification**

A monument or marker must be installed on a family concession within one (1) year following a first interment in accordance with these regulations. The cemetery reserves the right to refuse any further interments in a concession until the marker or monument has been installed.

### **B. Authorized ornaments**

It is prohibited to plant trees or shrubs or lay synthetic flowers or other ornaments on the ground including lamps, vigil lights, figurines, decorative stones, fences, etc. on a family concession. Lamps, vigil lights, figurines and other ornaments are however authorized on the monument or at the base of the monument identifying the concession.

Except in the "La Roseraie" section, planting annuals or perennials in the soil, with the exception of potted flowers, is permitted in the space provided to this effect by the cemetery and within the limits of the concession, as specified below. The concessionaire is fully responsible for caring for all flowers, perennials and authorized ornaments. The cemetery declines all responsibility for the condition or loss of such flowers, perennials and ornaments.

### **C. Planting annuals or perennials**

Where the family concession is identified by a marker, annuals and perennials may be planted in a space measuring the width of the marker by fifteen (15) centimetres in depth, located immediately next to the head of the marker, subject to the configuration of the concession and space at the head of the marker permitting it.

Where the family concession is identified by a monument, annuals and perennials may be planted in a space located immediately next to the head of the monument, measuring the width of the monument by forty-five (45) centimetres in depth.

In some specific sections of the cemetery, it is also possible to plant annuals or perennials on a berm, in a space located immediately next to the head of the monument, measuring the width of the monument by one hundred eighty-three (183) centimetres in depth.

The cemetery reserves the right to remove and destroy flowers and perennials that are withered, look unsightly or have grown beyond the limits specified in these regulations.

### **D. Removal of annuals**

All annuals must be removed by the first fall frost or recuperated before the first fall frost. Thereafter, the cemetery shall remove and destroy them without further notice or delay.

## 2.8.4 NICHE

### A. Content of a niche

The following items may be placed in a niche:

1. One or several cinerary urns previously approved by the cemetery, with the exception of reliquaries. Also, wooden cinerary urns are prohibited in glassed niches;
2. A small identification plate provided and installed by the cemetery on the cinerary urns placed in the niche, to identify the occupants or concessionaire of the niche, as well as a small plate identifying the niche;
3. A picture placed in a frame approved by the Cemetery. In this regard, pictures of animals are not allowed unless the animal is photographed with a person.

Any other object, ornament, souvenir or other decorative item placed in a niche that could be injurious or detrimental to public order, or which is not suited to the site's vocation, shall be removed and destroyed by the cemetery without further notice or delay.

To facilitate maintenance and access to the site, it is prohibited to install ornaments such as flowers or figurines on the floor in front of the niche. Furthermore, the glassed surface of the niche must be kept clean and unobstructed at all times. It is therefore prohibited to affix any object whatsoever or to alter or soil the glassed surface by any means.

### B. Special niche sections

The cemetery reserves the right to develop special niche sections, prestige niches or others and to determine their characteristics (e.g., the types of cinerary urns or frames accepted), by which concessionaires must abide.

## 2.8.5 CINERARY URN VAULT

A cinerary urn vault is identified by a bronze marker provided by the cemetery. No ornaments are permitted on a cinerary urn vault.

## 2.8.6 CRYPT

Depending on the section of the cemetery, a crypt is identified by a bronze marker or an engraved stone marker provided by the cemetery.

Authorized items on a crypt include decorative lamps, decorative vases containing synthetic flowers, bronze plates and porcelain pictures provided by the cemetery and affixed to the crypt's identification marker.

All other decorative items—including flower arrangements laid on the ground—are prohibited and shall be removed and destroyed by the cemetery without further notice or delay. It is also prohibited to affix or apply by any means an object to the front of a crypt.

# 3. BURIALS

## 3.1 WORK PRIOR TO A BURIAL

Only the cemetery is authorized to dig graves or proceed with inurnments, urn entombments or casket entombments at the concessionaire's expense.

### **3.2 GRAVE OR CRYPT OPENING REQUESTS**

Requests for grave or crypt openings must be made in writing to the cemetery at least forty-eight (48) hours in advance. Failure to do so may result in additional fees being charged by the cemetery.

### **3.3 BURIAL FEES**

Burial fees are set by the cemetery and may be revised at any time. The cemetery has full discretion to charge increased fees for burials on weekends and statutory holidays.

No burial, inurnment, urn entombment or casket entombment can be done before payment in full of the concession and concession opening fees then payable. Furthermore, no burial, inurnment, urn entombment or casket entombment can be done without the concessionaire's approval.

### **3.4 PROOF OF DEATH**

The cemetery requires a proof of death and proof that all required formalities have been settled with civil authorities before proceeding with a burial.

### **3.5 CONTESTATION OF BURIAL RIGHTS**

A person whose right to be interred in a concession is disputed cannot be interred in said concession until the dispute has been settled out of court or by an authority having jurisdiction.

### **3.6 CASKET ENTOMBMENT**

Entombment in a crypt is not permitted unless it is done with a hermetic metal casket (which implies that the casket has a locking mechanism plus a one piece rubber gasket insuring watertightness and airtightness). Wood caskets are only permitted if they include a double casket sealer inside.

Once a crypt has been sealed, it may not be re-opened for any reason or consideration, except in accordance with the provisions of the *Burial Act* (R.S.Q., chapter I-11). Moreover, no urns can be added to a sealed crypt.

### **3.7 LOCATION IN A GRAVE**

The location of a casket in a grave is left to the cemetery's full discretion. All requests to have a casket buried in a specific location in a grave must be made in writing and authorized by the cemetery, which has full discretion to accept such requests, in exchange of payment of then current fees, or refuse such requests depending on the circumstances.



## 4. DISINTERMENT OF A BODY AND RELOCATION OF ASHES

Petitions to have a body disinterred or ashes relocated are subject to the procedure provided to this effect and must be made to cemetery authorities. Applicants are required to establish their legal interest in making the petition among other things.

In no case can the cemetery provide any guarantee as to the outcome of a petition to have a body disinterred or ashes relocated. Such petitions are subject to applicable law and these regulations. Full payment of the applicable petition fees is required from the applicant, regardless of the outcome of the petition, before any work is carried out to disinter a body or relocate ashes.

In accordance with the *Burial Act* (R.S.Q., chapter I-11), the disinterment of a body, whether from a crypt or a plot, must obligatorily be authorized by an order of the Superior Court.

Only cemetery employees are authorized to dig graves, move remains or carry out work to disinter a body, relocate ashes or execute work of a similar nature. Any person who fails to comply with this paragraph shall be held responsible for any resulting damage.

## 5. CONCESSIONAIRE

A single person (individual of full age or legal person), religious community or organization may be responsible for a concession, subject to the cemetery's approval. Accordingly, there cannot be more than one concessionaire per concession.

In cases where the concession was granted in the past to more than one concessionaire following an error or for any other reason, the possessors shall be required to appoint a single concessionaire without undue delay. In the absence of such an appointment, no application regarding the concession, for example with respect to an interment or the relocation of ashes, shall be allowed without the consent of all of the possessors. Furthermore, in the event of the death of one of the possessors, the surviving possessors shall become the only concessionaires, regardless of any appointment of a substitute concessionaire that could have been made, in any way, by the predeceased possessors and so forth, until there is only one surviving concessionaire remaining. Any appointment of a substitute concessionaire that could have been made in any way by a predeceased possessor shall be deemed unwritten.

### 5.1 ASSIGNMENT OF A CONCESSION

A concession may be donated or assigned under a will. However, the concessionaire is not authorized to sell the concession. Such an assignment of rights cannot confer to the new concessionaire rights that were not granted to the initial concessionaire. A copy of the deed of assignment must be kept in the Cemetery Register.

The cemetery must be notified in writing of any change contemplated by the concessionaire. Only once the cemetery has confirmed that the petition to assign the concession complies with these regulations shall it authorize the change of concessionaire. The payment of administration fees may be required to officially update the Cemetery Register.

## **5.2 APPOINTMENT OF A NEW CONCESSIONAIRE**

The concessionaire may, in the sepulture contract or by way of a will or any other written document filed with the Cemetery Register, appoint a successor.

Unless the concessionaire has expressed specific wishes, the heirs and successors are authorized under law to appoint a new concessionaire. If applicable, the new concessionaire must be appointed in writing and approved by a simple majority of the heirs or successors. A copy of said written appointment must be kept in the Cemetery Register.

The cemetery must be notified in writing of any change contemplated by the concessionaire. Only once the cemetery has confirmed that the petition to assign the concession complies with these regulations shall it authorize the change of concessionaire. The payment of administration fees may be required to officially update the Cemetery Register.

## **5.3 APPOINTMENT OF AUTHORIZED PERSONS IN A CONCESSION**

The concessionaire alone may specify the names of the persons who may be interred in the concession. The concessionaire may also exclude any persons as deemed appropriate.

The appointment of authorized persons in a concession may be made in the sepulture contract, under a will or any other written document filed with the Cemetery Register. The most recent appointment filed with the Cemetery Register prevails.

No interment may be carried out without the concessionaire's approval.

# **6. SCOPE AND COMING INTO FORCE**

These regulations apply to all concessionaires and cemetery users. They are in addition to all acts or regulations that are legally enacted by appropriate civil authorities and considered an integral part of the sepulture contract. They replace and repeal all previous versions of these regulations and come into force on the date they are adopted by the cemetery.

These regulations may be amended at the cemetery's discretion. The concessionaire is required to abide by these regulations and any or all amendments thereto.

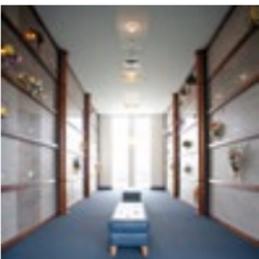
In the event of a discrepancy between the different linguistic versions of these regulations, the French version shall prevail.

THESE REGULATIONS WERE ADOPTED ON  
MARCH FIRST, TWO THOUSAND FOURTEEN (2014).

CHRISTIANE RATELLE, secretary  
CIMETIÈRE PRÈS DU FLEUVE  
CIMETIÈRE PAPINEAU



*Avec vous*<sup>MD</sup>



## OUR CEMETERIES

### LE CIMETIÈRE PRÈS DU FLEUVE

SAINT-CHRISTOPHE MAUSOLEUM

2750 Marie-Victorin Blvd. East, **Longueuil** (QC) J4G 1P5

### CIMETIÈRE PAPINEAU

DU RUISSEAU MAUSOLEUM

33 Principale Street, **Laval** (QC) H7X 3V5

## OUR FUNERAL COMPLEXES

1350 Highway 13, **Laval** (QC) H7X 3W9

2590 de Rouen Street East, **Montréal** (QC) H2K 1M6

7200 Newman Blvd., **LaSalle** (QC) H8N 1X2

6130 Louis-H.-Lafontaine Blvd., **Anjou** (QC) H1M 1S8

14370 Pierrefonds Blvd., **Pierrefonds** (QC) H9H 4R7

123 Maple Street, **Châteauguay** (QC) J6J 3P9

5784 Verdun Street, **Verdun** (QC) H4H 1L8

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