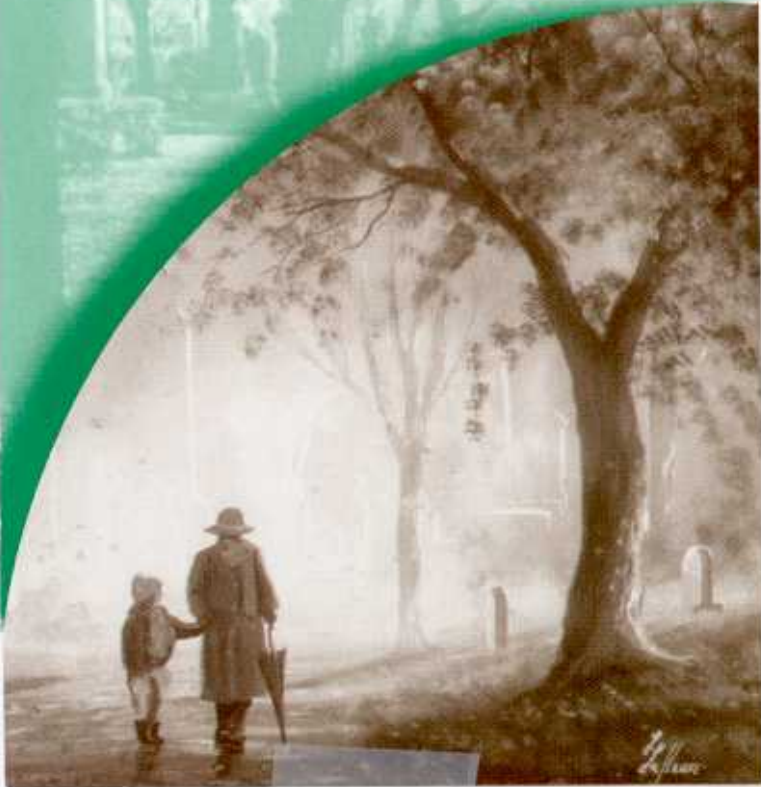




Where life is  
a garden of memories

# NOTRE-DAME DES-NEIGES CEMETERY

## Law and regulations



## IMPORTANT INFORMATION

### > **My will**

A will is a written judicial act in which I dispose of all or part of the property to be handed down to my heirs. For further information on wills, contact the Order of Notaries of the Province of Quebec at 1-800-263-1793.

### > **My living will**

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

### > **My prearrangement contract**

Prearrangement contracts are agreements negotiated between an individual and a funeral establishment. These contracts contain specific advance instructions regarding the funeral arrangements I want, thus eliminating many of the worries families and loved ones experience during that trying time. A Notre-Dame-des-Neiges family service counsellor will be happy to give you any information you need about funeral prearrangement.



## MY LAST WISHES

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

- > *I want my body to be*
  - buried  cremated
- > *I want my family and friends to pay a tribute to my memory and receive the condolences of well-wishers*
  - with a open casket
  - with a closed casket
  - with my cinerary urn
  - in the absence of my mortal remains
  - at \_\_\_\_\_
- > *I want my*
  - funeral
  - memorial service

*to be conducted*

  - at Notre-Dame-des-Neiges cemetery
  - at \_\_\_\_\_ church
- > *I want disposition of my*
  - body
  - cremated remains
  - to occur at Notre-Dame-des-Neiges cemetery
  - in a lot
  - in a crypt
  - in a columbarium

## MAIN SERVICES

- Purchase of a family plot • Purchase of a space in the mausoleum (crypts) or in the columbarium (urns)
- Prearrangement contracts • Engraving and sales of monuments • Book of remembrance • Natural and artificial flowers for all seasons • Urns and commemorative articles • Transportation of the deceased from the place of death to the cemetery • Friendship cards
- Assistance to the bereaved - conferences, library.

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**LAW**  
**Concerning**  
**Notre-Dame-des-Neiges Cemetery**  
*(2 Ed. VII chap. 92)*

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

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



# REGULATIONS

## of the

### Notre-Dame-des-Neiges Cemetery

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*The present regulations, which replace the regulations for the administration of the Notre-Dame-des-Neiges Cemetery, were adopted by the parish council assembly of the Fabrique de la paroisse Notre-Dame de Montréal on March 15, 1999 and were approved by the Cardinal Archbishop of Montréal on May 1, 1999, and decree the following.*

#### ARTICLE 1 ■ DEFINITIONS

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##### 1.1 ■ Definitions

*Unless otherwise expressly provided for, or unless otherwise signified in the context, in these regulations:*

- > **1.1.1** “Burial Space” designates a piece of land whose purpose is to receive the urn containing the remains of the deceased;
- > **1.1.2** “Cemetery” designates the Notre-Dame-des-Neiges Cemetery;
- > **1.1.3** “Columbarium” designates a funeral vault, owned by the Fabrique, containing Niches;
- > **1.1.4** “Concession” designates the right to be interred in one of the Cemetery’s burial sites, or the actual site;
- > **1.1.5** “Concession Holder” designates a natural person having acquired by contract a Concession, or his or her assigns, as specified in the Act respecting Notre-Dame-des-Neiges Cemetery (2nd ed., VII, c.92), or a religious community or an organization approved by the parish council assembly;
- > **1.1.6** “Crypt” designates a space or tomb in a Mausoleum, whose purpose is to receive one or several coffins containing the body or bodies of the deceased;
- > **1.1.7** “Maintenance” designates regular grounds maintenance and lawn trimming as well as raising any sunken ground and levelling of such as required;
- > **1.1.8** “Fabrique” designates the Fabrique de la paroisse Notre-Dame de Montréal;

- > **1.1.9** “Temporary Grave” designates a piece of land other than a Concession, whose purpose is to receive the coffin or urn containing the body or remains of the deceased;
- > **1.1.10** “Burial Site” designates, as the case may be, a Burial Space, a Plot, a Crypt or a Niche;
- > **1.1.11** “Plot” designates a piece of land, the dimension of which is established by the Fabrique, whose purpose is to receive the coffin or urn containing the body or remains of the deceased;
- > **1.1.12** “Mausoleum” designates a funeral vault, owned by the Fabrique, containing Crypts and Niches whose purpose is to receive one or several coffins or urns containing the body or bodies or remains of the deceased;
- > **1.1.13** “Niche” designates a space in a Columbarium, whose purpose is to receive one or several urns containing the remains of the deceased;
- > **1.1.14** “Authorized Representative” designates either a person duly authorized by resolution of the parish council assembly to represent the Fabrique in the application of the present regulations and to sign any concession contract on behalf of the Fabrique as well as to issue any document, notice, correspondence, title or other official document whose issue does not require an express resolution from the parish council assembly, or an employee of the Cemetery whose normal duties would allow him or her to intervene on behalf of the Cemetery.

#### ARTICLE 2 ■ FOR CEMETERY PURPOSES

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##### 2.1 ■ Burial Site

The Concession is granted to the Concession Holder for the sole purpose of depositing the body or bodies or remains of the deceased. This right is exercised under the authority of the Fabrique.

##### 2.2 ■ Christian Religion

According to Council reforms, any person who professes to be of the Christian faith may be interred or have his or her remains deposited in the Cemetery.

#### ARTICLE 3 ■ CONCESSION AND TEMPORARY GRAVE

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##### 3.1 ■ Burial Contract

The Concession is granted upon the signing of a burial contract that covers the Maintenance of the Burial Site and has

provisions for, among others, the name of the Concession Holder, the name(s) of the person(s) having been designated beneficiary or beneficiaries of the Concession, the description of the Burial Site, the terms and conditions pertaining to grave markers, the price of the Concession, and the term of the Concession, of which each renewal is not to exceed one hundred (100) years. This contract also contains a statement by the Concession Holder confirming that he or she has read, understands and is bound by the present regulations.

### **3.2 ■ Places Available in a Burial Site**

The Fabrique retains the sole right to determine the number of places available in a Burial Site.

### **3.3 ■ Work Performed by Fabrique Employees**

Employees of the Fabrique are the only persons authorized to dig graves, move bodies or carry out any other work required for the purposes of interment, disinterment or other procedures of a similar nature.

### **3.4 ■ Maintenance of Plots Granted Prior to 1930**

The Concession Holder of a Plot granted prior to 1930, without Maintenance, must contact an authorized representative of the Cemetery to make the necessary arrangements to remedy this situation.

### **3.5 ■ Term of Use of a Temporary Grave**

The use of a Temporary Grave shall not exceed ten (10) years and said term may not be renewed. Upon expiration of the term, the Fabrique may remove any gravestones and reuse the Temporary Grave.

### **3.6 ■ Temporary Grave Monuments and Grave Markers Prohibited**

It is forbidden to place a monument or any other grave marker on a Temporary Grave.

### **3.7 ■ Concession Prices and Other Fees**

The price of a Concession, of the use of a Temporary Grave and of other goods and services as well as burial fees are set by the Fabrique and are payable in cash or by cheque to the Cemetery's office. Unless otherwise specifically agreed, all charges are payable upon the signing of the contract and prior to the provision of any goods and services by the Fabrique.

### **3.8 ■ Repossession by the Fabrique in Case of Non-Payment**

The Fabrique may repossess any Burial Site or Temporary Grave for which payment has not been remitted according to the stipulated terms and may also recoup any and all administration charges incurred.

### **3.9 ■ Regulations**

The Concession Holder must submit to those regulations currently in effect or those that could be adopted in future by the Fabrique concerning all subjects relative to the management of the Cemetery.

## **ARTICLE 4 ■ BURIAL**

### **4.1 ■ Request for Burial**

> **4.1.1** All requests for grave digging must be submitted to the Cemetery's head office two (2) working days in advance.

> **4.1.2** Upon the death of a person, the Concession Holder's representative must contact one of the Cemetery's Authorized Representatives at least two (2) working days in advance to make the necessary burial arrangements. Burials on Saturdays or outside regular burial hours carry additional fees.

### **4.2 ■ Necessary Operations**

During a burial, the Cemetery's management may take any action judged necessary or useful in the execution of its obligations, including, as required, the deferment of said burial, and the transportation and storage of the body or remains of the deceased within the confines of the Cemetery.

## **ARTICLE 5 ■ OTHER PROVISIONS**

### **5.1 ■ Decoration**

> **5.1.1** The Concession Holder must obtain written authorization from Cemetery management before installing any decoration or enclosure, or initiating any work of a decorative nature on a Burial Site. It is forbidden to place any kind of enclosure on a Temporary Grave.

> **5.1.2** It is forbidden to place a bench or similar article anywhere in the Cemetery except on a roadside Plot.

> **5.1.3** It is forbidden to place artificial flowers on a Plot, Burial Space or Temporary Grave. Only wreaths or saddles of artificial flowers may be placed on gravestones between October 1 and May 1.

> **5.1.4** It is forbidden to remove grass from a Plot, Burial Space or Temporary Grave unless it is to be replaced immediately.

> **5.1.5** It is forbidden to assign any maintenance work on a Plot, Burial Space or Temporary Grave to a contractor or subcontractor. Only the Concession Holder or Fabrique attendants may perform this work.

> **5.1.6** The size of any floral arrangement planted on a Plot shall not exceed the width of the base of the authorized gravestone nor shall it exceed 24 inches in diameter unless said Plot is larger than 90 square feet, in which case the radius shall not exceed 32 inches.

> **5.1.7** It is forbidden to plant flowers or other plants in the Sainte-Vierge section, which serves only as a repository for cinerary urns. Cemetery management reserves the right to prohibit floral arrangements in any other section of the Cemetery.

> **5.1.8** The Fabrique shall not be held responsible for any material loss resulting from damage to flowers, plants, shrubs, objects or any other decoration placed on a Plot, Burial Space or Temporary Grave.

> **5.1.9** Cemetery management may remove or have removed any object or decoration that does not conform to the regulations in effect, or that does not respect the specific character of the grounds, or that interferes with the maintenance or design of the Cemetery, or that is disrespectful of the Roman Catholic faith. The Fabrique shall not be held responsible for any material loss resulting from the removal of hazards, or non-authorized or improper objects.

## **5.2 ■ Gravestones, Monuments and Other Grave Markers**

> **5.2.1** The Concession Holder must obtain written authorization from Cemetery management and have remitted payment for the Concession and other fees before erecting, restoring or making any modifications to a gravestone, monument or any other grave marker.

> **5.2.2** The Concession Holder may place only one gravestone, monument or grave marker on a Plot. Said gravestone, monument or grave marker must have a concrete foundation.

> **5.2.3** The Concession Holder must obtain written authorization from Cemetery management before engraving a gravestone, monument or grave marker.

> **5.2.4** Before any gravestone, monument or grave marker used to identify a Plot or Burial Space is erected or installed, it must display the number corresponding to the Plot or Burial Space for which it is intended.

> **5.2.5** A vertical or horizontal stone grave marker must be no wider than twelve (12) inches and must be mounted on a granite base at least six (6) inches high and placed beside the existing monument.

> **5.2.6** Cemetery management may remove or have removed from a gravestone, monument or grave marker any inscription or object that does not conform to the regulations currently in effect. The Fabrique shall not be held responsible for any material loss resulting from the removal.

> **5.2.7** The Concession Holder must obtain written authorization from Cemetery management to move a gravestone, monument or grave marker.

> **5.2.8** The Concession Holder is responsible for the maintenance of his or her gravestone, monument or grave marker. Upon 30 days' prior notice sent to the Concession Holder at his or her last known address, Cemetery management may remove or have removed, at the Concession Holder's expense, any gravestone, monument or grave marker that it deems hazardous to public safety or that does not conform to the regulations currently in effect. The Fabrique shall not be held responsible for any material loss resulting from the removal.

> **5.2.9** The Concession Holder must obtain written authorization and approval for any and all plans from Cemetery management before constructing or erecting any arch, vault or other grave marker.

> **5.2.10** The opening of a vault shall be the sole responsibility of an Authorized Representative of the Cemetery.

### 5.3 • Mausoleum and Columbarium

> **5.3.1** Only one flower vase per Crypt is permitted. A bronze vase may be affixed to the plaque on the face of the Crypt. If no such vase is affixed, another type of vase bearing the number of the Crypt will be supplied by Cemetery management.

> **5.3.2** Only artificial flowers are permitted at the foot of a Crypt or Niche. The only occasions on which fresh flowers are permitted are fifteen (15) days before and seven (7) days after the following holidays:

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

Cemetery staff will remove any and all fresh flowers after these times. One fresh flower arrangement at the foot of a Crypt or Niche is permitted on the day of the burial only.

This clause does not apply to Ste-Marguerite d'Youville Mausoleum where flowers are at all times prohibited on the floor.

> **5.3.3** It is forbidden to affix or hang any object whatsoever on the façade of a crypt or Niche.

> **5.3.4** It is forbidden to place any kind of lamp, candle or lantern at the foot of a Crypt or Niche, except in the Chapels of Ste-Thérèse, Notre-Dame, St-François, St-Antoine, de la Paix and de l'Amitié as well as in the Mausoleum of Jean-Paul II. In the aforementioned exceptions, the Concession Holder shall use only the stands provided in the designated locations of the chapels and mausoleum.

> **5.3.5** The opening of a Crypt or Niche shall be performed by an Authorized Representative of the Cemetery.

### 5.4 • Disinterment

> **5.4.1** Any person who submits a request to Cemetery management for disinterment must include all requisite authorizations as stipulated in the Burial Act (L.R.Q., c.I-11).

> **5.4.2** The Concession Holder must obtain written authorization from Cemetery management to remove an urn containing the remains of the deceased from a Burial Site.

### 5.5 ■ Cemetery Access

> **5.5.1** The Fabrique reserves the right to refuse any person or group admission, entry or access to the Cemetery.

> **5.5.2** During a burial, an Authorized Representative of the Cemetery may restrict access to some of its facilities because of their particular character.

> **5.5.3** An Authorized Representative of the Cemetery may restrict access to some sections of the Cemetery in winter because of snow conditions or at any time if said restriction is deemed necessary or useful to the management of the Cemetery. Access may be prohibited to a Burial Site during the digging of a grave, a disinterment or any work being performed on said Burial Site.

> **5.5.4** Any and all individuals or media representatives must obtain written authorization from Cemetery management before filming or photographing in the Cemetery, or conducting any kind of interview.

> **5.5.5** Visitors travelling through the Cemetery by car must use only the main paved and secondary roads. It is forbidden for any person to use the Cemetery as an amusement park or recreational area.

> **5.5.6** Any and all young children must be accompanied by a responsible adult.

> **5.5.7** It is forbidden to bring any animal into the Cemetery.

> **5.5.8** At all times, any hearse, carriage or other vehicle in the Cemetery must be driven by a responsible person. The maximum speed permitted on Cemetery grounds is 30 km/h.

> **5.5.9** Any and all drivers must drive carefully, obey all traffic laws and ensure that their vehicle in no way blocks or obstructs a road or path at any time.

> **5.5.10** Visiting hours are posted at all Cemetery entrances.

> **5.5.11** It is forbidden for visitors to use skis, snowshoes, snowmobiles, sleighs, skateboards, roller blade skates, bicycles, motorcycles or any such equipment or vehicle in the Cemetery.

### 5.6 ■ Change of Address

The Concession Holder must notify Cemetery management in writing of any change of address.

### **5.7 ■ Assignment or Transfer**

The Concession Holder must obtain written authorization from Cemetery management to assign or transfer his or her Concession. Registration fees are set by the Fabrique and are payable upon any assignment or transfer.

### **5.8 ■ Cemetery Management Authorization**

If it is proven that a required authorization from Cemetery management was obtained through misrepresentation, said authorization may be revoked and considered null and void.

### **5.9 ■ Discretion**

The discretion granted by these regulations may be exercised by Cemetery management when and as it sees fit, in the best interests of the Fabrique.

### **5.10 ■ Amendment**

These regulations may be amended from time to time by the Fabrique. The Concession Holder must abide by any and all current or amended regulations.

### **5.11 ■ Commencement**

The present regulations are in effect as at the date of approval by the Bishop of the Diocese.

