

Muslim Cemetery of Calgary Fellowship

Riyadhul Jannah Cemetery Bylaw

A Bylaw to govern the Riyadhul Jannah Cemetery owned and operated by the Muslim Cemetery Fellowship of Calgary (the “MCCF”).

WHEREAS the *Province of Alberta Cemeteries Act, R.S.A. 2000, c. C-3* (the “*Cemetery Act*”), as amended or repealed and replaced from time to time and all regulations passed thereunder, requires every organization which owns and operates a Cemetery to maintain the Cemetery in accordance with the *Cemeteries Act* and any regulations passed thereunder;

AND WHEREAS the *Cemeteries Act* as amended or repealed and replaced from time to time and all regulations passed thereunder, requires every operator of a Cemetery to make Bylaws, including Bylaws respecting the organization, operation and management of the Cemetery and the rights, privileges and responsibilities of the Cemetery operator;

NOW THEREFORE, the Muslim Cemetery of Calgary Fellowship ENACTS AS FOLLOWS:

1.0 TITLE

1.1 This Bylaw may be cited as the *Riyadhul Jannah Cemetery Bylaw*.

2.0 DEFINITIONS & INTERPRETATION

2.1 In this Bylaw terms defined in the “*Province of Alberta Cemeteries Act, R.S.A. 2000, c. C-3*, as amended or repealed and replaced from time to time and all regulations passed thereunder shall have that meaning unless expressly defined otherwise herein.

2.2 In this Bylaw, unless the context otherwise requires,

“**AMCIA**” means the Al-Madinah Calgary Islamic Assembly, including but not limited, to its Board of Directors, committees, fellowships and general membership

“**Adult**” means a person over 12 years of age

“**Applicant**” means a person who makes an application to the MCCF

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for a Right of Interment, an interment or a memorial permit

“Burial permit” means a burial permit issued under the *Province of Alberta Vital Statistics Act, R.S.A 2000, c. V-4*, as amended or repealed and replaced from time to time and all regulations passed thereunder

“Bylaw” means the *Riyadhul Jannah Cemetery Bylaw*, as amended or repealed and replaced from time to time and all Schedules made thereunder

“Care Fund” means the funds charged, collected, received and held by the MCCF for the purpose of providing for the long term (perpetual) care and maintenance of the Cemetery

“Cemetery” means the *Riyadhul Jannah Cemetery* as owned, operated and maintained by the MCCF

“Cemeteries Act” means the *Province of Alberta Cemeteries Act, R.S.A. 2000, c. C-3*, as amended or repealed and replaced from time to time and the regulations passed thereunder

“Child” means a person between the ages of 2 and 12 years, inclusive

“Contract” means an agreement made in accordance with this Bylaw between a purchaser, grave owner, authorized person, or other person and the MCCF for the purchase of a grave, an interment, installation of a memorial monument or any other Cemetery supply or service that may be required or provided at the Cemetery

“Disinterment” means the removal of human remains from a closed grave for the purpose of permanent relocation

“Fees” means the fees, as amended or repealed and replaced from time to time, charged by the Cemetery and paid by Cemetery users for the purchase of an interment right, an interment, a memorial, or installation of a memorial monument, or any other Cemetery service or good that may be required or provided at the Cemetery

“Grave” means a designated grave to be used, or intended to be used, in the Cemetery, for the interment of human remains

“Human remains” means a dead human body in any stage of decomposition

“Infant” means a person up to the age of 2 years

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“Interment” means the burial of human remains into a grave

“Interment authorization” means a document, in a form prescribed by the MCCF, completed and signed by an authorized person authorizing an interment in the Cemetery

“Manager” means the individual, or their designate, appointed by the MCCF, who is responsible for the day-to-day management, operation and care of the Cemetery in accordance with this *Bylaw* and the *Cemetery Act*.

“MCCF” means the *Muslim Cemetery of Calgary Fellowship*, including but not limited, to its Board of Directors, and committees, as appointed and empowered by the MCCF to manage and operate the Cemetery on behalf of the MCCF

"Medical Health Officer" means the person duly appointed from time to time by the Provincial Government to act as the Regional Medical Health Officer

"Memorial" means a monument, in a form prescribed by the MCCF, installed to commemorate a deceased person

“Memorial Permit” means a permit, approved by the Cemetery, giving permission for the installation of a memorial

"Monument" means an upright, above-ground memorial constructed, inscribed and installed in the Cemetery in accordance with this Bylaw

“People of the Book” means persons who are *Followers of the Scriptures revealed by God* as believed by the community and, as per current understanding, limited to followers of the Quran, the Torah, and the New Testament Gospels and as may be further defined in this Bylaw

"Personal Representative” means the person who, as the personal representative of a deceased, has the authority to control the disposition of human remains pursuant to the *Cemeteries Act*, as amended or repealed and replaced from time to time and all regulations passed thereunder

“Rights Holder” means a person who holds a right of interment, their authorized representative, or their designate who controls the disposition of human remains and the use of a grave registered in the rights holder’s name

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- 2.3 Headings given to the sections, subsections, paragraphs or parts in this Bylaw are for convenience of reference only. They do not form part of this Bylaw and shall not be used in the interpretation of this Bylaw.
- 2.4 A singular term shall be construed to mean the plural where necessary, and a plural term the singular.
- 2.5 A masculine pronoun shall be construed to mean a female pronoun where necessary, and a female pronoun a masculine pronoun.
- 2.6 In the instance any section, paragraph, or part of this Bylaw is for any reason held to be invalid by the decision of a Province of Alberta Court of competent jurisdiction, such decision shall not affect the validity of the remaining content of this Bylaw.

3.0 ESTABLISHMENT and ADMINISTRATION

- 3.1 The following described real property is set aside, held, laid out, developed, improved, used and maintained, as the *Riyadhul Jannah Cemetery* and is dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purpose,
- (a) **Riyadhul Jannah Cemetery**, legally described in the Province of Alberta as SE-05-25-27-W4 and located at *(insert street address here)*.
- 3.2 The Cemetery is acquired, established and laid out for the purpose of making approved Cemetery services and goods available to the *People of the Book*, as defined in *Schedule B: People of the Book* of this bylaw, and more specifically to provide,
- (a) suitable space for the interment of human remains, and
- (b) such additional services and goods as may be approved from time to time by the MCCF.
- 3.3 The MCCF, from amongst its members, shall establish and assign a Board of Directors for the Cemetery, and upon being duly constituted the Board of Directors acting on behalf of and subject to the oversight of the MCCF, shall be responsible for,
- (a) the application and administration of this Bylaw,
- (b) the establishment of fees and charges for the Cemetery, and

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- (c) the management, control and charge of the Cemetery and the services and goods provided therein.
- 3.4 The MCCF shall be responsible for the development, management and maintenance of the Cemetery and shall ensure the Cemetery is operated in accordance with all applicable law.
- 3.5 The MCCF shall have the full and complete control and management over the land, buildings, plantings, roads, utilities, books and records of the Cemetery.
- 3.6 The MCCF shall have the right to manage, maintain or alter the interment areas, memorials, roads and pathways, buildings, utility infrastructure, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the Cemetery as they deem necessary or appropriate, subject only to compliance with any applicable requirement of the *Cemeteries Act*.
- 3.8 The MCCF shall have the authority, at its cost and in a timely manner, to correct any error that may be made by it in making an interment or disinterment, or in the description of a grave or the transfer or conveyance of a right of interment and grant in lieu thereof, a right of interment or a grave of equal value so far as is reasonably possible. In the instance an error may involve the interment or disinterment of human remains the MCCF shall correct the error in compliance with and under such terms as may be set out in the *Cemeteries Act*.
- 3.9 The MCCF Cemetery Board shall appoint a Manager to oversee the day-to-day administration, operation, delivery of service and maintenance of the Cemetery.
- 3.10 The Manager shall have the authority to and be responsible for:
 - (a) the supervision, control and charge of the Cemetery and the services and goods provided therein,
 - (b) ensuring the financial reporting and records of the Cemetery are maintained in accordance with the *Cemeteries Act* and generally accepted account standards,
 - (c) the direction of all persons engaged from time-to-time by the MCCF to perform work within the limits of the Cemetery,
 - (d) refusing admission or expelling from the Cemetery any person or persons if such action is warranted,
 - (e) refusing the admission of and, without prior notice, ordering the removal of any unauthorized product, material, tree, shrub, plant

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or floral tribute brought into or placed at a grave or in the Cemetery in contravention of this Bylaw,

- (f) limit or prohibit access to part or all of the Cemetery when severe weather, road, grounds conditions or other emergent circumstance may warrant or pose a hazard to the public, Cemetery personnel or make the movement and operation of vehicles or equipment in the Cemetery unsafe,
- (g) where circumstance may warrant, pursuing such legal action as may be deemed necessary against a person or persons who act in contravention of this Bylaw or any legislation that may govern the operation and maintenance of the Cemetery, and
- (h) report regularly to the MCCF Board of Directors and report at least annually, and / or when otherwise requested, to the general membership of the MCCF at any annual general meeting of the membership.

3.11 The Manager shall ensure every selection and purchase of a right of interment, and every interment and interment ceremony, every memorial monument and memorial monument installation shall be made in accordance with this Bylaw and all of its Schedules as may apply, and as may be amended or repealed and replaced from time to time.

3.12 Insofar as may concern;

- (a) the purchase or selection of a right of interment, an interment, a memorial monument or a memorial monument installation at the Cemetery,
- (b) and in the instance of a dispute or disagreement arising around the interpretation of the tenets and precepts of the Scriptures Revealed by God, then
- (c) every dispute or disagreement shall be resolved in accordance with *Schedule 'A': Disputes* of this Bylaw.

3.13 Subject to the authority of the MCCF, the Manager of the Cemetery, or their delegate, in an emergent or extraordinary circumstance shall have the authority to waive the application or enforcement of this Bylaw where such action shall not contravene or violate any governing principle of the MCCF or any article or clause

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of the *Cemeteries Act* or give an unfair privilege or advantage to one Cemetery user over any other Cemetery user.

4.0 RIGHTS OF INTERMENT

- 4.1 The purchase of a right of interment in the Cemetery shall be limited to Muslims or those other persons who are *People of the Book* as set out in *Schedule 'B': People of the Book* of this Bylaw.
- 4.2 An applicant, upon satisfying subsection 4.1 of this Bylaw to the satisfaction of the Manager, may, on an at-need or on a reserve basis and upon payment in full for a fee set out in *Schedule 'D': Cemetery Fees*, purchase an interment right for not more than four (4) graves. Any exemption to this provision shall be made at the determination and sole discretion of the Manager.
- 4.3 Possession of an interment right,
- (a) confers to a rights holder, a right to use, in compliance with this Bylaw, a grave for the interment of the human remains of a person or persons named on a Certificate of Interment Rights,
 - (b) does not confer to a rights holder, any title to, ownership of, or interest in the land of the Cemetery or of a grave therein or any other special privilege over any land of the Cemetery, and
 - (c) does not require the MCCF to perform an interment of human remains until the rights holder complies in all other respects with this Bylaw and any rules and regulations made thereto as relate to the interment of human remains or the purchase and placement of a memorial and, without limitation, the payment of all fees.
- 4.4 The MCCF shall issue to an applicant paying in full the fee set out in *Schedule 'D': Cemetery Fees* for a grave, a *Certificate of Interment Rights* in a form prescribed by the MCCF, which sets out the grave location and the rights of grave use attributed to the purchaser identified on the certificate.
- 4.5 An interment rights holder shall have the authority to designate who, other than themselves, may be authorized to use or to control the exercise of an interment right registered in their name.
- 4.6 An interment rights holder, at the time of purchase, shall reserve the right to use a grave they have purchased for themselves or assign the right to another person to

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which the interment right refers where an assignee so named shall be a family member of the rights holder.

- 4.7 An interment rights holder may designate only one (1) grave in a Cemetery for their own use.
- 4.8 The exercise of an interment right, every interment of human remains or installation of a memorial within the limits of the Cemetery is subject to,
- (a) compliance with all applicable rules and regulations governing interments and memorials, the Cemetery plan, the standards of operation and maintenance of the Cemetery as established in this Bylaw and its Schedules, by the MCCF and as is current at the time of purchase or use, and
 - (b) payment in full of any applicable fee set out in *Schedule 'D': Cemetery Fees*.
- 4.9 Subject to at-need grave demand, the MCCF shall have the right to limit or suspend the reserve sale of interment rights in the Cemetery at any time. The MCCF shall never sell, on a reserve basis, more than fifty (50%) percent of the developed graves available at any given time in the Cemetery.
- 4.10 The MCCF may, in a special or emergent at-need circumstance, permit the sale of the interment rights for not more than twenty (20) graves to an individual applicant and under such terms and conditions as the MCCF deems appropriate.
- 4.11 Interment rights for an unused grave shall only be surrendered back to the MCCF.
- 4.12 The private sale or transfer of interment rights to a third party, to which the MCCF is not a party, is prohibited. Where a private sale or transfer of an interment right is made without the MCCF's knowledge, participation, or approval, then the MCCF shall have no obligation to honor an interment right acquired under such a transaction and subsequently presented to the MCCF for use or sale back to the MCCF.
- 4.13 The sale of an interment right back to the MCCF and any refund issued in relation to the surrender of an interment right shall be made in compliance with the *Cemeteries Act*.
- 4.14 The surrender of an interment right back to the MCCF shall be permitted providing,

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- (a) there is no interment in or memorial on a grave being surrendered,
- (b) the original interment rights holder or their personal representative has made written application to the MCCF, in a form prescribed by the MCCF, stating their desire to surrender the interment right,
- (c) the original Certificate of Interment Rights is surrendered to the MCCF,
- (d) if the surrender occurs within thirty (30) days of the original date of purchase one hundred (100%) percent of the fees paid for the Right of Interment shall be refunded, or,
- (e) if the surrender occurs thirty-one (31) or more days after the original date of purchase, a Right of Interment shall be refunded at a value equal to the original purchase price LESS the amount of funds collected at the time of purchase for the Cemetery Care Fund.

4.15 In the instance an unused interment right survives an original rights holder and evidence of assignment, transfer, inheritance, succession, or authority cannot be provided by the personal representative or heir of an original rights holder then the MCCF shall have the authority to,

- (a) determine the person or persons who may be entitled to exercise a surviving Right of Interment and under what conditions a surviving Right of Interment may be exercised, or
- (b) if a clear and distinct right of succession cannot be ascertained, prohibit the use of any surviving interment rights in a grave.

4.16 Pursuant to the *Cemeteries Act*, an interment right for an unused grave may be reclaimed and resold by the MCCF if all of the following have occurred,

- (a) there are no interments in or memorials on a grave being reclaimed,
- (b) not less than forty (40) years have elapsed from the original date of purchase of the interment right,
- (c) the MCCF has had no contact from or with the original purchaser, their personal representative, heir, or successor for not less than forty (40) years,
- (d) notice of the intent to reclaim the interment right has been sent to last known address of record for the interment rights holder;

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- (e) public notice of grave reclamation has been published at least three times through local media;
- (f) the MCCF can document all due diligence has been made to locate and contact the interment rights holder and the MCCF has still had no response from the original rights holder, their personal representative, heir or successors.

4.17 Where an interment right for a grave in the Cemetery has been reclaimed and resold, and the interment right is subsequently required for use by the original rights holder, their heir, or successor, then the MCCF shall provide an interment right of equal or greater value that has been chosen from the available graves of the Cemetery by the original interment rights holder, their heir, or successor.

5.0 INTERMENT and DISINTERMENT

5.1 Only the human remains of Muslims or those other persons who are Followers of the Scriptures Revealed by God, as defined in *Schedule 'B': People of the Book* of this Bylaw, shall be interred in the Cemetery.

5.2 The interment of the human remains of persons other than *Muslims* and who are deemed, at the sole discretion and authority of the MCCF to be *People of the Book*, may be permitted in the Cemetery and their interment shall only be made in specially designated sections of the Cemetery as set out in the Cemetery Plan.

5.3 Every interment of human remains in the Cemetery shall,

- (a) be conducted in accordance with this Bylaw and its Schedules, the dignity of adjacent graves, the Cemetery Plan, general community standards, and
- (b) be made in compliance with any rule or policy established by the MCCF for the precise location, placement and orientation of human remains in a grave.

5.4 Insofar as may concern interment at the Cemetery, and in the instance of a dispute or disagreement arising around the interpretation of the tenets and precepts of the Scriptures Revealed by God, such disputes or disagreements shall be resolved in accordance with *Schedule 'A': Disputes* of this Bylaw.

5.5 The following specifications shall constitute the grave types as they may be designed and surveyed for interments in the Cemetery,

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- (a) **Human Remains Grave:** limited to the single depth interment of the human remains of one adult (1) person, and
- (b) **Infant / Child Grave:** limited to the single depth interment of the human remains of one (1) infant or child.

5.6 No interment, disinterment or exhumation at the Cemetery shall be permitted until,

- (a) it is ascertained the deceased holds a valid interment right at the Cemetery or a rights holder at the Cemetery provides authorization for a deceased's human remains to be interred in a grave for which they hold an interment right,
- (b) the personal representative of a deceased completes, signs, and delivers to the MCCF, in a form prescribed by the MCCF, an interment authorization form,
- (c) all outstanding fees relating to the interment right being used, the interment fee and the fee for any other Cemetery service provided by the MCCF to facilitate the interment, has been paid in full to the MCCF,
- (d) proper notice, in a manner prescribed by the MCCF, has been provided to the MCCF,
- (e) a Province of Alberta burial permit has been submitted to the MCCF, and
- (f) where a death has occurred in a jurisdiction other than the Province of Alberta, a valid death certificate or other form of disposition document confirming legal registration of the death in the jurisdiction of death, deemed acceptable to the MCCF, has been surrendered to the MCCF.

5.7 Reasonable notice for an interment is required. Notice shall be delivered to the Manager not less than twenty-four (24) hours, or which eight (8) hours are regular Cemetery operating hours, prior to a scheduled interment. The Manager shall have the authority to authorize an interment at the Cemetery where less than twenty-four (24) hour notice has been provided.

5.8 Upon provision of proper authorization and notice to the satisfaction of the MCCF, interments at a Cemetery shall occur between 8:30 a.m. to 3:30 p.m. on any day of the year except for Holy days of observance.

5.9 Where a deceased whose primary cause of death was by contagious or

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communicable disease, the Manager shall be informed of the cause of death in advance of an interment.

- 5.10 The Manager shall have the right to assign interment times and to control, limit or restrict the number of interments that may occur in the Cemetery on a given day.
- 5.11 Human remains for interment into the Cemetery shall be enclosed in a shroud, casket, or alternative container of a design, size and material approved by the MCCF.
- 5.12 Subject to the supervision and direction of the Manager,
- (a) every grave shall be opened only by persons authorized by the Manager to open a grave in the Cemetery,
 - (b) every graveside or burial service may include participation by those attending the service to assist in the lowering of the remains into the grave and placing the initial covering of soil over the remains in the grave,
 - (c) every closing of a grave shall be completed by persons authorized by the Manager to close a grave in the Cemetery, and
 - (d) every person involved in the opening and closing of a grave, and the conduct of a graveside or burial service, shall follow any instruction or direction provided by the Manager.
- 5.13 The Manager shall have the authority to suspend or cancel an interment service, and limit or prohibit public access to a part or all of the Cemetery, where weather, road or grounds conditions, or other extraordinary circumstance may warrant or pose a hazard to the public, MCCF staff or their agents.
- 5.14 Where an interment is directed under the *Public Health Act* written instructions with respect to the procedures to be followed for the interment, to protect the health and safety of all persons who may come into contact with the burial container bearing the human remains, shall be provided to the MCCF by a medical officer of health or their agent in advance of the interment. The MCCF shall be obligated to accommodate an interment directed *Public Health Act* as and when so ordered.
- 5.15 Every disinterment or exhumation of human remains from a grave in the Cemetery shall be made in compliance with the *Cemeteries Act*, arranged by and conducted under the supervision of a licensed funeral service provider, engaged by and at the expense of an applicant, and performed in a manner consistent with the dignity of

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adjacent graves, the MCCF, and general community standards.

- 5.16 In the instance an applicant requests a discretionary disinterment of human remains from a grave under their control the applicant shall first provide in writing to the MCCF at their expense, and in a form prescribed by the MCCF, a document setting out,
- (a) such proof as the MCCF may request, up to and including sworn affidavits, to establish the identity and the legal right and authority of the applicant to make the request,
 - (b) such other information as the MCCF may request as to the purpose and reason for the disinterment, and
 - (c) with the understanding the provision of such information shall not bind the MCCF to permit a discretionary disinterment the MCCF shall have the right to require an applicant making a discretionary disinterment request to acquire, at their expense, a Court order that compels the MCCF to make the disinterment requested.
- 5.17 No disinterment or exhumation shall be allowed until,
- (a) the personal representative of the deceased who has the right to authorize the disinterment of a deceased person's remains has acquired, completed, duly signed, and provided to the MCCF a disinterment authorization, in a form prescribed by the MCCF, and
 - (b) all outstanding fees relating to a Right of Interment, the disinterment/exhumation from the grave, and any other service provided, or product supplied by the MCCF to facilitate the disinterment/exhumation, have been paid in full to the MCCF where the fees for disinterment and exhumation are set out in *'Schedule 'D': Cemetery Fees.'*
- 5.18 Except where ordered by a Province of Alberta Court of competent jurisdiction or under the Public Health Act, no person other than MCCF management and staff along with a duly contracted funeral service provider shall be permitted to be present at a disinterment, or exhumation of human remains from a grave in the Cemetery.
- 5.19 A funeral service provider employed at the expense of an applicant for a disinterment or exhumation shall be responsible for the arrangement, performance,

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and supervision of,

- (a) the physical removal of the interred human remains from the grave and transfer of those remains into a container that fully encloses the remains,
- (b) the removal and disposition of any remnants of a casket, container, or grave liner, and
- (c) Cemetery staff shall not be compelled to handle or participate in the removal of exposed human remains from any grave where a disinterment or exhumation is being performed.

5.20 Other than the recovery of the human remains readily apparent and present in a grave opened for a disinterment / exhumation the MCCF makes no representation or warranty as to what other material, personal effect or other extraneous item may be recovered as part of a disinterment or exhumation process.

5.21 The application for and authorization of a disinterment/exhumation shall grant the MCCF sole and discretionary authority to dispose of, in a safe, environmentally sensitive, and dignified manner, all extraneous materials that may incidentally be residue from a disinterment or exhumation.

5.22 A disinterment or exhumation in a Cemetery shall, without exception, be performed on a day and at a time of the MCCF's choosing.

5.23 The re-interment of disinterred human remains into another grave within the Cemetery shall comply with this Bylaw.

5.24 The MCCF is not responsible for any emotional, psychological, or physical injury that may occur to a living person or injury to human remains, or damage to a casket, container, shroud or other form of burial container sustained as part of an interment, disinterment or exhumation except where such injury, or damage can be shown to have been caused by the negligence of the MCCF.

6.0 MEMORIALS

6.1 The MCCF shall not permit to be installed in the Cemetery any memorial monument that is inconsistent with the tenets and precepts of the scriptures revealed by God, the dignity of adjacent lots, the Cemetery or general community standards.

6.2 Every grave with an interment shall have a memorial placed on the grave.

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- 6.3 It is the responsibility of the personal representative of a deceased buried in the Cemetery to make arrangement for the supply and installation of a memorial within thirty (30) days of the deceased's date of burial. The MCCF shall bear no responsibility and has no obligation to place or install at their expense any form of temporary or permanent memorial at a grave.
- 6.4 Every memorial installed in the Cemetery shall be an upright monument constructed of granite and shall be installed onto a foundation, installed at an applicant's expense, which shall consist of,
- (a) sufficient excavation of the foundation installation site,
 - (b) placement and compaction of sufficient subsurface, consolidated aggregate materials,
 - (c) installation of a reinforced concrete pad of not less than 25 mpa, sulfate resistant, air entrappings 4-7 percent air content,
 - (d) a thickness of not less than 15 cm,
 - (e) the top finished surface of a foundation shall be not less than 10 cm wider and longer than the base of the memorial to be installed on the lot, and
 - (f) a finished surface flush to the ground level of the grave so as to ensure a stable and level, vertical and horizontal installation of the monument and base above the surface level of the lot is achieved.
- 6.5 Every memorial monument, including the memorial monument base shall conform to the following specifications,

UPRIGHT MONUMENT			
LOT TYPE	GRANITE TABLET		GRANITE BASE
ADULT LOT	WIDTH 61 cm (24 in.)	HEIGHT 107 cm (42 in.)	Thickness 21 cm (8 in.)

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INFANT / CHILD LOT	WIDTH 61 cm (24 in.)	HEIGHT 92 cm (36 in.)	
A 10 cm (4 in.) polish finish of exposed granite shall be visible on the base around all sides of memorial tablet.			
Every monument tablet shall be pinned to its base using a dowel of not less than 1.3 cm diameter, and a length of not less than 15 cm extending equally into the tablet and base.			

- 6.6 A memorial permit to authorize the installation of a memorial monument on a grave in the Cemetery shall be issued by the Manager providing,
- (a) an application is submitted to the Manager, in a form prescribed by the MCCF, describing fully the memorial’s proposed size, design, inscription and location,
 - (b) it is determined by the Manager the memorial described on the application complies in every way with the specifications set out in this Bylaw,
 - (c) the memorial installation fee and Care Fund contribution set out in the *Schedule ‘D’: Cemetery Fees* is paid in full,
 - (d) all outstanding indebtedness as relates to the interment rights and burial has been paid in full to the MCCF, and
 - (e) the Manager shall have the authority to refuse to issue a Memorial Permit to an applicant if the application does not comply with the requirements of this Bylaw or any requirement governing memorials at the Cemetery and where, in the instance application is refused, the Manager shall inform the applicant what is not compliant about the application and the steps that must be taken to resolve the deficiency.
- 6.7 Where, under *Article 6.6(a)* an applicant is a memorial supplier acting on behalf of a rights holder or the personal representative of a deceased then it is the responsibility of the memorial supplier,

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- (a) to confirm the correct location for a memorial proposed for installation,
 - (b) deliver and install the memorial, under the guidance and supervision of the Manager, at the correct location in the Cemetery, and;
 - (c) the MCCF or MCCF shall bear no responsibility or financial liability for a memorial where it can be shown these tasks were not performed by an applicant or outside memorial supplier.
- 6.8 If a memorial does not conform with this Bylaw and any other requirement governing memorials at the Cemetery, the Manager may reject a memorial delivered for installation. In this instance, the Manager shall inform the applicant of what is not compliant about the memorial delivered for installation and the steps that must be taken to resolve the deficiency.
- 6.9 No memorial shall have a photographic representation of any kind.
- 6.10 The installation of memorials shall,
- (a) be made under the supervision and direction of the Manager,
 - (b) occur during the regular operating hours of the Cemetery,
 - (c) be made on a day and at a time determined by the Manager, and
 - (d) may, at the discretion of the Manager, be cancelled or delayed because of other Cemetery services, staff availability, weather or ground conditions.
- 6.11 The MCCF shall be responsible to maintain the land of a grave on which a memorial is installed but shall not be responsible for the maintenance of any memorial on a grave and shall not be liable for, or obligated to repair, any crack, scratch, chip or other form of damage to a memorial in the Cemetery except where it can be shown any such crack, scratch, chip or other form of damage has been caused by the MCCF.
- 6.12 The personal representative of a deceased, their heirs or successors are required to keep in proper repair, at their expense and to the satisfaction of the MCCF all memorials on their graves. In the instance a memorial installed in the Cemetery falls into a state of disrepair, the Manager shall document the condition of the

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memorial and request repair of the memorial by and at the expense of the personal representative of a deceased, their heirs or successors.

7.0 GENERAL RULES

7.1 No person shall,

- (a) bury any human remains within the limits of the Cemetery except in compliance with this Bylaw,
- (b) bury, scatter or dispose of any deliberately cremated human remains within the limits of the Cemetery at any time,
- (c) bury, scatter or dispose of the remains of any animal within the limits of the Cemetery at any time,
- (d) define or delineate any grave or group of graves in the Cemetery by a memorial, fence, railing, coping, hedge or by any other form of marking except as may be permitted elsewhere in this Bylaw,
- (e) willfully or negligently destroy, mutilate, deface, damage, injure or remove anything from the Cemetery, including and without limitation, any memorial, plant, flower, tree, rock or other item located within the Cemetery,
- (f) carry out any activity within the Cemetery other than attendance at a burial or memorial service or the visitation of a grave for the purpose of paying respect to the dead, or except as required for the care and maintenance of the Cemetery or for educational activities approved by the Manager,
- (g) other than standard motor vehicles and funeral motor vehicles, bring into or operate in the Cemetery any form of all terrain vehicle, sports vehicle, snowmobile, horse and carriage, or other alternative form of transportation,
- (h) drive a vehicle in the Cemetery other than on any roadway designated for vehicles and in compliance with any posted regulations or other directives,

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- (i) conduct them self in a manner so as to disturb the peace, quiet and good order of the Cemetery or a burial or memorial service being conducted therein,
- (j) discharge any form of firearm or use any type of salutation instrument or mechanism in the Cemetery,
- (k) take any form of photograph in the cemetery and of its facilities generally, or the monuments and graves specifically, unless approved in writing, in advance, by the Manager,
- (l) bring into or dump any rubbish, debris or other offensive item or matter in the Cemetery or make an unauthorized removal of any Cemetery refuse, waste or rubbish,
- (m) bring or consume any food or beverage within the Cemetery,
- (n) bring into the Cemetery any pet or animal at any time,
- (o) allow a child or children under the age of sixteen (16) years within the limits of the Cemetery who is not accompanied by a parent, guardian or an adult supervisor,
- (p) play any manner of sports game or sport activity within the limits of the Cemetery, and;
- (q) otherwise violate any provision of this Bylaw.

7.2 The regular operating hours of operation of the Cemetery shall, for the following purposes, be;

- (a) **Visiting:** every day of the year from 8:00 a.m. or sunrise, whichever is later, to one hour after sunset on the same day, and no person shall be in the Cemetery between one (1) hour after sunset and 8:00 a.m. the following morning, without the express permission of the Manager,
- (b) **Burial Services:** may occur on any day of the year at a time assigned by the Manager, except for any Holy day of observance, and
- (c) **Office:** The Cemetery office shall be open Monday through Saturday from 8:30 a.m. to 4:30 p.m.

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- 7.3 No floral tributes, potted plants or artificial floral tributes may be placed at the Cemetery.
- 7.4 Except as may specifically be provided for elsewhere in this Bylaw, no grave or other part of the Cemetery may be decorated or adorned in any manner without the express consent of the Manager. The MCCF shall not be liable for the deterioration, damage or loss of any unauthorized flowers, decoration, adornment or any other article attached to or placed on a grave in the Cemetery and unauthorized items may, without prior notice, be removed at the discretion of the Manager.
- 7.5 No open flame, candle, or burning of any substance or other material may take place inside the Cemetery without prior authorization given by the Manager and conducted under the direct supervision of the Manager.
- 7.6 No tree, shrub, plant, bulb, flower or other decorative plant feature may be planted, pruned, cut down, removed or otherwise altered on a grave or anywhere else within the limits of the Cemetery without the express consent of the Manager.
- 7.7 Cemetery roads and paths are for the exclusive use of burial service processions, Cemetery patrons, or other persons as may be approved by the Manager and every operator of a vehicle shall, while in the Cemetery, obey the directions and orders of the Manager, and no person shall drive or park a vehicle over any grave, lawn, garden or flower bed in the Cemetery.
- 7.8 Every individual upon entering and while within the Cemetery, including those attending burial services, shall follow every instruction of the Manager as the situation may warrant.
- 7.9 A person, or group of persons, not behaving with proper decorum within the Cemetery or who disturbs the peace, quiet and good order of the Cemetery may be expelled by the Manager, as the situation may warrant, and the MCCF shall reserve the right to pursue legal action against any person expelled from the Cemetery.
- 7.10 No person, organization or business shall,
- (a) pay, offer to pay, or otherwise provide a gratuity, referral fee, gift or any other form of extraordinary consideration in exchange for any service rendered, good provided or preferential treatment promised or inferred in connection with use, operation and maintenance of the Cemetery,

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- (b) solicit orders for funerals or memorials in the Cemetery,
 - (c) solicit for funds or donations in the Cemetery, and
 - (d) no employee, volunteer or agent of the MCCF or MCCF shall accept a gratuity, referral fee, gift or any other form of extraordinary consideration in exchange for any service rendered or good provided in the Cemetery.
- 7.11 All work within the Cemetery shall be performed by MCCF employees, approved volunteers or authorized agents of the MCCF. An person or a contractor other than employees or volunteers of the MCCF who perform work in the Cemetery, including an individual or a contractor that performs work on behalf of a rights holder or personal representative of a deceased, their heirs or successors, shall supply to the Manager, in a form prescribed by the Manager, proof of valid Workplace Safety Compensation Insurance, Public Liability Insurance and Motor Vehicle Insurance coverage, in a form and amount acceptable to the Manager, prior to commencement of work within the limits of the Cemetery.
- 7.12 The behavior of contract workers, including those performing work on behalf of a rights holder or legal representative of a deceased, within the Cemetery shall be subject to the supervision and control of the Manager. The Manager may request a contractor working in the Cemetery to cease work during a burial service until the conclusion of the service and those attending the service have left the Cemetery.
- 7.13 No work may be performed at the Cemetery except during the regular operating hours of the Cemetery or, where work outside of said days or hours has been otherwise authorized by the Manager.
- 7.14 The MCCF shall, at all times, have the right of passage in any manner it sees fit over every grave and the land of the Cemetery so as to ensure that Cemetery services, operation and maintenance can be performed in a safe, efficient and timely manner.
- 7.15 The MCCF shall indemnify and save harmless itself, the Cemetery Manager, all Board and Committee members, its employees, authorized agents and volunteers providing Cemetery services from and against all claims, suits, losses, damages, causes of action and demands whatsoever made and by whomsoever brought to which they individually or any of them together may be a party arising by reason of being or having been responsible for, participating in or contributing to the management, operation, and maintenance of or provision of service at the Cemetery

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except where such claims, suits, losses, damages, causes of action and demands are the result of the willful malfeasance.

8.0 CEMETERY FEES

- 8.1 The MCCF Board of directors shall have the authority to establish, amend, repeal and replace the fees for all Cemetery interment rights, services, memorials and other services related to the use, operation, care, maintenance and administration of the Cemetery and the fees, as established, shall form a part of this Bylaw as set out in *Schedule 'D': Cemetery Fees*.
- 8.2 The rates and fees established under subsection 8.1 shall include, but are not limited to, those for,
- (a) the purchase, transfer or surrender of a Right of Interment,
 - (b) interment, disinterment and exhumation services,
 - (c) the purchase of a memorial,
 - (d) the installation, transfer or removal of a memorial,
 - (e) the contribution rates to the Care Fund of the Cemetery, where contribution rates shall be consistent with or greater than any minimum requirement set out in legislation for care fund contributions,
 - (f) administrative or record keeping tasks related to the operation of the Cemetery, and
 - (g) such other services or goods that the MCCF may choose to offer at the Cemetery,
- 8.3 The fees set out in *Schedule 'D': Cemetery Fees*, including all Care Fund contributions, shall be paid in full to the MCCF at the time of purchasing an interment right, requesting an interment, purchasing a memorial, installing a memorial or any service or good offered by the MCCF in connection with the operation of the Cemetery.
- 8.4 Notwithstanding subsection 8.3, the Manager in consultation with the MCCF Chairperson shall have the authority to approve, on a compassionate basis, an alternate, delayed or deferred arrangement for the payment of any Cemetery Fee but is not authorized to provide and Cemetery interment right, service or good on a 'pro bono' or no charge basis.

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9.0 PERPETUAL CARE FUND

- 9.1 The MCCF shall establish, manage and administer through a Trust Agreement made with a duly chartered Canadian financial institution a fund called the '*Riyadhul Jannah Cemetery Trust Fund*' (herein the "Care Fund") to provide for the long-term care and maintenance of the Cemetery and the graves therein.
- 9.2 All monies charged, received and retained by the MCCF in the course of operating the Cemetery, for the purpose of contribution to the Care Fund, shall be paid to the trustees of the Care Fund to be held and invested as trust funds by the Care Fund trustees in accordance with the Trust Agreement.
- 9.3 The Care Fund shall be administered and maintained by the Care Fund trustees under the terms of a Trust Agreement with the MCCF and the Care Fund trustees shall be responsible for all deposits to the Care Fund trust account, and shall ensure,
- (a) the account and all deposits to and all funds held in the trust account comply with all applicable law,
 - (b) the investment of monies in the Care Fund is carried out in compliance with all applicable law,
 - (c) upon a request of the MCCF, a portion or all of the interest earned, in the year in which the interest and income is earned, on the investments of the Care Fund may be withdrawn and used for the maintenance and care of the Cemetery, and
 - (d) the principal sum of the Care Fund is not to be reduced other than in accordance with the Trust Agreement.
- 9.4 The MCCF may accept donations to the Care Fund from any person, family or organization and those contributions shall be paid to the Care Fund trustees for investment into the Care Fund.

10.0 ENACTMENT

- 10.1 This Bylaw shall come into full force and effect and be binding on all persons as and from the date of adoption.
- 11.2 Adopted by the Muslim Cemetery of Calgary Fellowship on this the xx day of xxxx, 2022.

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President of Al-Madinah Calgary Islamic Assembly

Vice President of Al-Madinah Calgary Islamic Assembly

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(subject to further / ongoing refinement)

SCHEDULE 'A': DISPUTES

- 1.1 Notwithstanding the authority ascribed to the Muslim Cemetery of Calgary Fellowship (MCCF) in the Riyadhul Jannah Cemetery (the 'Cemetery') Bylaw, and insofar as may concern interment or memorials in the Cemetery, the Chairperson of the Al-Madinah Calgary Islamic Assembly (AMCIA) shall be the final arbiter of all tenets and precepts of the Scriptures Revealed by God as it may relate to interment and memorialization in the Cemetery.

- 1.2 Insofar as may concern a dispute or disagreement arising around the interpretation, application, correction of errors or enforcement of the Riyadhul Jannah Cemetery Bylaw, the MCCF shall be the final arbiter to make a ruling over any such dispute or disagreement.

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SCHEDULE 'B': PEOPLE OF THE BOOK

(placeholder for special definitions)

(subject to further / ongoing refinement)

1.0 PEOPLE OF THE BOOK

- 1.1 The Riyadhul Jannah Cemetery is established and laid out for the purpose of making approved Cemetery services and goods available to Followers of the Scriptures Revealed by God, herein referred to as the *People of the Book*.
- 1.2 Only the human remains of *People of the Book* shall be interred in the Cemetery.
- 1.3 For the purpose of the interpretation and application of the Cemetery Bylaw the *People of the Book* shall be defined as,
 - (a) a person of the Muslim faith,
 - (b) a person of the Jewish faith,
 - (c) a person of the Christian faith, and
 - (d) subject to the any exclusion noted in subsection 1.4 of this Schedule.
- 1.4 For the purpose of the interpretation and application of the Cemetery Bylaw, the following are excluded from interment in the Cemetery,
 - (a) a person of the Ahmadiyya faith,
 - (b) a person who is not, at the sole discretion and determination of the MCCF, one of the *People of the Book* as defined in this Schedule,
- 1.5 Insofar as may concern a dispute or disagreement arising around the interpretation of this Schedule or the term *People of the Book*, all disputes shall be resolved in accordance with *Schedule 'A': Disputes* of the Cemetery Bylaw.

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SCHEDULE 'C': FINANCIAL RULES

1.0 GENERAL RULES

- 1.1 The MCCF Board of Directors shall cause full and true accounts to be kept of all financial transactions relating to the development, operation, care and maintenance of the Cemetery.
- 1.2 The books and accounts of the Cemetery shall be maintained, and all financial transactions shall be conducted in accordance with Canadian generally accepted accounting standards for not-for-profit organizations.
- 1.3 Subject to a determination made by simple majority of the MCCF Board of Directors, an auditor may be appointed to review the books and accounts of the Cemetery and submit to the MCCF a written report summarizing the results of the review in the form of a certified statement of review or a certified audit statement prepared in accordance with Canadian generally accepted accounting standards for not-for-profit organizations.
- 1.4 The fiscal year of the Cemetery shall be fixed by the MCCF Board of Directors.
- 1.5 A Financial Report, signed by 2 Directors of the MCCF that, as a minimum, includes a Statement of Income and Expenditure, a Balance Sheet, a Statement of Investments, and any notes or other statements deemed necessary by the MCCF, shall be presented to the members of the MCCF annually, within 3 months of the end of each fiscal year.

2.0 CEMETERY FEES

- 2.1 The MCCF Board of directors shall have the authority to establish, amend, repeal and replace the fees for all Cemetery interment rights, services, memorials and other services related to the use, operation, care, maintenance and administration of the Cemetery and the fees shall be those set out in *Schedule 'D': Cemetery Fees*.

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- 2.2 The rates and fees established under subsection 2.1 shall include, but are not limited to, those for,
- (a) the purchase, transfer or surrender of a Right of Interment,
 - (b) interment, disinterment and exhumation services,
 - (c) the purchase of a memorial,
 - (d) the installation, transfer or removal of a memorial,
 - (e) the contribution rates to the Care Fund of the Cemetery, where contribution rates shall be consistent with or greater than any minimum requirement set out further in this Schedule,
 - (f) administrative or record keeping tasks related to the operation of the Cemetery, and
 - (g) such other services or goods that the MCCF may choose to offer at the Cemetery,
- 2.3 The fees set out in *Schedule 'D': Cemetery Fees*, including all Care Fund contributions, shall be paid in full to the MCCF at the time of purchasing an interment right, requesting an interment, purchasing a memorial, installing a memorial or at the provision of any service or good offered by the MCCF in connection with the operation of the Cemetery.
- 2.4 Notwithstanding subsection 2.3, the Manager in consultation with the MCCF Chairperson shall have the authority to approve, on a compassionate basis, an alternate, delayed or deferred arrangement for the payment of any Cemetery Fee but is not authorized to provide any Cemetery interment right, service or good on 'pro bono' or no charge basis.

3.0 CEMETERY ACCOUNT FUNDS

- 3.1 As revenues (and donations) are generated and received from the operation of the Cemetery, the MCCF shall account for and allocate, as appropriate, the collected monies into one of the following funds,
- (a) General Operating Fund - this fund accounts for the Cemetery's general operations and administrative activities. Contributions to this fund shall always, as a minimum, be based on full cost recovery of Cemetery operating costs,
 - (b) Cemetery Care Fund - this fund provides for the future, long-term care and maintenance of the Cemetery interment sites and essential infrastructure.

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Cemetery Care Fund contributions shall be collected and held in accordance with section 3.0 of this Schedule,

- (c) Development Fund - this fund provides for the ongoing design and development of the Cemetery as new grave inventory and / or additional service facilities are deemed necessary. The MCCF shall provide for an annual transfer to the Development Fund in an amount based on the amortization recorded on land, design and infrastructure development at the Cemetery. Amortization of site development costs shall be based on the number of interment sites sold in a calendar year,
- (d) Equipment Fund - this fund provides for the purchase of tools and equipment at the Cemetery. The MCCF shall provide for an annual transfer to the Equipment Fund based on an amount equal to the amortization recorded on tools and equipment in a calendar year,
- (e) AMCIA Goodwill Fund – this fund contributes to the good-works and goodwill efforts of the AMCIA in support of the Cemetery and the broader Muslim community. Contributions to the AMCIA Goodwill Fund shall be calculated and allocated by the MCCF on an annual basis.

4.0 CEMETERY CARE FUND

- 4.1 The MCCF shall establish, manage and administer through a duly executed Trust Agreement made with a chartered Canadian financial institution a fund called the '*Riyadhul Jannah Cemetery Trust Fund*' (herein the "Care Fund") to provide for the long-term care and maintenance of the Cemetery and the graves therein.
- 4.2 The MCCF, in consultation with their selected Canadian financial institution, shall develop a Statement of Investment Policies and Practices that sets out how collected Care Funds are held, invested, redeemed, and how any earnings on investments are reinvested, or redeemed and distributed and the Statement shall ensure,
 - (a) the investment of monies in the Care Fund is carried out in compliance with all applicable law,
 - (b) the principal sum of the Care Fund is not to be reduced other than in accordance with the Trust Agreement, and
 - (c) upon a request of the MCCF, a portion or all of the interest earned on the investments of the Care Fund, in the calendar year in which

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the interest and income is earned, may be withdrawn and used for the maintenance and care of the Cemetery.

- 4.3 The Contribution rates, to be collected by the MCCF at the time of a sale of interment rights or the provision of Cemetery services or goods shall be,
- (a) for the purchase of each interment right, not less than thirty (30%) of the selling price of the interment right,
 - (b) for the purchase of each adult memorial monument, not less than \$475.00,
 - (c) for the purchase of each child or infant memorial monument, not less than \$375.00, and
 - (d) for the installation of every form of memorial, not less \$125.00.
- 4.4 All fees charged, received and retained by the MCCF in the course of operating the Cemetery and for the purpose of contribution to the Cemetery Care Fund shall, within 30 days of collection, be paid to the trustees of the Care Fund to be held and invested as trust funds by the Care Fund trustees in accordance with the Trust Agreement and the MCCF Statement of Investment Policies and Practices.
- 4.5 The MCCF may accept donations to the Care Fund from any person, family or organization and those contributions shall be paid to the Care Fund trustees for investment into the Care Fund.
- 4.6 The MCCF may accept donations to the Care Fund from any person, family or organization and those contributions shall be paid to the Care Fund trustees for investment into the Care Fund.
- 4.7 The MCCF may accept voluntary contributions to the Care Fund from any individual, family or organization and those contributions shall be paid to the Care Fund trustees.

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(subject to further / ongoing refinement)

SCHEDULE 'D': CEMETERY FEES

1.0 INTERMENT RIGHTS

1.1	Adult Grave	\$ 2,450.00
	<u>Care Fund Contribution</u>	<u>1,050.00</u>
	TOTAL	\$ 3,500.00
1.2	Child Grave	\$ 1,225.00
	<u>Care Fund Contribution</u>	<u>525.00</u>
	TOTAL	\$ 1,750.00
1.3	Infant Grave	\$ 825.00
	<u>Care Fund Contribution</u>	<u>525.00</u>
	TOTAL	\$ 1,350.00

2.0 INTERMENT FEES

2.1	Adult	\$ 950.00
2.2	Child	950.00
2.3	Infant	425.00

3.0 ANCILLARY INTERMENT FEES (ADD to above as applicable)

3.1	Weekend Interment Service Fee	\$ 950.00
3.2	After Hours Interment Fee (per every 30 minutes)	200.00
3.3	Winter Interment Service Fee	250.00
3.4	Disinterment / Exhumation (admin / records / labour / lot restoration)	1,950.00

4.0 MEMORIALS

4.1	Standard Upright Monument - Adult	\$ 1,650.00
	<u>Care Fund Contribution</u>	<u>475.00</u>
	TOTAL	\$ 2,125.00

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4.2	Standard Upright Monument - Child	\$	1,050.00
	<u>Care Fund Contribution</u>		<u>375.00</u>
	TOTAL	\$	1,425.00

4.3	Memorial Installation	\$	125.00
	Foundation		250.00
	<u>Care Fund Contribution</u>		<u>125.00</u>
	TOTAL	\$	500.00

5.0 OTHER FEES

5.1	Records / Administration Fee	\$	250.00
	<i>Including but not limited to transfer of interment rights / issue duplicate certificate of interment rights / records search, etc.</i>		