



Arbor  
Memorial

## CEMETERY BY-LAWS

These cemetery By-laws are the rules and regulations that govern the operation of the Cemetery to help ensure the preservation and proper operation of the Cemetery. They reflect accepted principles of Cemetery management and our experience of over sixty years.

We suggest you check with the Cemetery for the up-to-date By-laws, as amendments may be made from time to time. These By-laws are approved by the Registrar, Bereavement Authority of Ontario.

Please contact the Cemetery office if you have any questions or; if you require further assistance, please write to:

Arbor Memorial Inc.  
Attention: Customer Service  
2 Jane Street, Suite 101  
Toronto, Ontario M6S 4W8  
[www.arbormemorial.com](http://www.arbormemorial.com)

# ONTARIO CEMETERIES

Brampton Funeral Home & Cemetery	Brampton
Burlington Memorial Gardens	Burlington
Capital Funeral Home & Cemetery	Nepean/Ottawa
Chapel Hill Memorial Gardens	Stoney Creek/Hamilton
Forest Lawn Funeral Home & Cemetery	London
Glendale Funeral Home & Cemetery	Etobicoke/Toronto
Glenhaven Memorial Gardens	Kingston
Glenview Memorial Gardens	Woodbridge/Toronto/Vaughan
Glen Oaks Funeral Home & Cemetery	Oakville/Mississauga
Greenlawn Memorial Gardens	Windsor
Highland Hills Funeral Home & Cemetery	Whitchurch/Stouffville/Gormley
Highland Memory Gardens	North York/Toronto
Memory Gardens Funeral Home & Cemetery	Breslau/Kitchener
Mount Lawn Funeral Home & Cemetery	Whitby/Oshawa
Pine Ridge Memorial Gardens	Ajax/Pickering
Pleasantview Funeral Home & Cemetery	Fonthill/St.Catharines
Resthaven Memorial Gardens	Scarborough/Toronto
Rosemount Memorial Gardens	Peterborough
Sunset Memorial Gardens	Thunder Bay
Victoria Memorial Gardens	Windsor
White Chapel Memorial Gardens	Hamilton

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## SECTION A

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### GENERAL ADMINISTRATION

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1. These Cemetery By-laws form part of the Cemetery Purchase Agreement.
2. The Company reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws.
3. In the application and administration of these By-laws, all procedures will be conducted in accordance with applicable Provincial legislation and regulations.
4. No employee of the Company shall accept any offered gratuity.

5. **Re-sale of Interment Rights:**

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

The Company permits Interment Right Holders to sell interment rights to a third party. The sale of interment rights can be authorized by the Interment Rights Holder named on the certificate, his/her executor, or legal representative. Proof of relationship is required and Interment rights must be paid in full.

**Transfers:**

Transfer benefits are only available to the original Interment Rights Holder (as named on the Purchase Agreement). Transfer benefits are permitted when the Interment Rights Holder has moved into the community in which the receiving cemetery is located. Interment rights must be paid in full prior to the transfer being completed.

To ensure the accuracy and completeness of Cemetery records, no re-sale or transfer of any interest shall be binding upon the Company or the Cemetery until the certificate of Interment Rights has been duly executed, administered and re-issued by the Company in the name of the new Interment Rights Holder. Only the Interment Rights Holder is permitted to transfer Interment Rights. Interment Rights must be fully paid in order to transfer or re-sell.

6. All applications for Cemetery services shall be in the appropriate form as provided by the Company.
7. All services are subject to fees as specified in the Cemeteries price list.

8. All markers and monuments must conform to the design of the garden, structure or building.
9. Hours of operation are posted at the Cemetery office.
10. The Company will convey the interment rights to the Purchaser upon payment in full. The Company reserves the right to refuse or remove any article, planting or ornamentations on the grave space, building or surrounding area if it does not comply with the overall appearance of the Cemetery.

## SECTION B

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### CEMETERY OPERATIONS AND MAINTENANCE

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1. All work within the Cemetery shall be performed only by the Company unless prior approval has been granted.
2. The Company shall have the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the Cemetery, subject to approval of the appropriate regulatory authority.
3. The Company retains the right of passage over every lot in order for Cemetery operations and maintenance to be performed effectively.
4. Any article which is detrimental to efficient maintenance, or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Company.

An article removed will be held at the Cemetery for collection. After 14 days the Company will dispose of any unclaimed item. The Company is not obliged to give notice of removal or disposition.

5. The Company does not allow anything to be planted in gardens, decorative items placed in trees, or any other decorative items that may impede maintenance of the Cemetery. The only exception is a Monument Garden Planting Plot.
6. **Floral decorations may be placed only in accordance with the following schedule:**
  - (a) From the first Monday of April to the first Monday of November next following, fresh cut flowers only may be placed on graves.
  - (b) From the first Monday of November to the first Monday of April next following, only winter wreaths on stable 68.58 cm. (27") minimum height metal stands may be placed on graves.
  - (c) For mausoleuia and columbaria buildings, floral decorations are permitted in accordance with the policy for each individual structure. Copies of the policies are available at the Cemetery office upon request.
  - (d) Floral decorations on monument lots must be placed in a vase unit of a design approved by the Company.
7. The Company reserves the right to remove wreaths and flowers which have deteriorated or withered or are otherwise unsightly.
8. The Company reserves the right to disallow or remove quantities of wreaths or flowers considered to be excessive.

9. The Company is not responsible for deterioration, damage or loss of articles attached to crypts or niches.

Articles which are broken or deteriorated will be removed by the Company.

10. To reduce risks of fire and wax staining, open flame candles are not permitted inside buildings.
11. In monument areas of the Cemetery so designated, an individual planting plot enclosed with a concrete curb may be provided. The planting plot will be of standard size and will be prepared and installed about the monument foundation by the Company. Annual plant material will be permitted within the curbed area. Application shall be made in the form as provided by the Company.
12. Grave Covers must be approved by the Cemetery before work or delivery can take place.
13. No lot or grave shall be defined or enclosed by a fence, railing, coping, or by any other marking.
14. The dedication and donation of trees, memorial benches and other selected features must be purchased from the Company and are not permitted to be installed/placed on registered lots.

## SECTION C

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### INTERMENTS AND DISINTERMENTS

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1. Before any interment the Company must receive the Burial Permit, and interment rights authorization in the form as provided by the Company, duly signed by the Interment Rights Holder or their legal representative.
  2. **Reasonable notice of interments is required:**
    - (a) Before an interment is to take place, twenty-four (24) hours notice of which eight (8) hours should be regular working hours. It should be noted during extreme weather conditions or disposition volume this notice period requirement may need to be extended.
    - (b) Before a disinterment is to take place, five (5) regular working days notice or as weather and ground conditions permit for the safety of employees.
  3.
    - (a) The scattering of cremated remains upon the surface of the Cemetery is not permitted.
    - (b) Cremated remains may be deposited below the surface of the ground in areas so designated by the Company.
    - (c) Interred cremated remains may be recovered upon request, at the prevailing price. The time of recovery is subject to the approval of the Company and may be dependent upon ground conditions.
    - (d) Cremated remains will not be recoverable from areas designated common ground.
  4. Except with the Company's prior written permission, only artificial grass, lowering devices and other equipment furnished by the Company shall be used.
  5. No interment shall take place except in the presence of an employee of the Company. All interments shall be consistent with the dignity of the Cemetery and general community standards.
  6. No casket or container may be disinterred without a court order or without the written consent of the legal representative of the deceased, with the exception of cremated remains, the medical officer must also be notified prior to any disinterment.
  7. The Funeral Director, Transfer Service Operator or other responsible person shall retain custody of the container until it is delivered to the Company's representative at the lot, the Cemetery Chapel, or Crematorium as the case may be.
  8. Prior to accepting custody, the Company is not liable for any delay in the interment and, after accepting custody, shall not be liable for any delay caused by circumstances beyond its control. The Company reserves the right to secure the container in a receiving area until the interment can be completed. The Company may request an interment service be held in the Cemetery Chapel, if a Chapel is available.
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9. For earth interment, remains must be enclosed in a casket sealed securely, dry and of sufficient strength to permit interment with the casket remaining intact. The casket and outer vault (outer vault mandatory for double depth burial spaces sold after July 01, 2002) must be of a size to permit interment within the dimensions of the lot.
10. The Company may require the supplier of an outer burial vault to install it under the direction of the Company.
  - (a) While within the Cemetery all contract workers and suppliers shall be subject to the Company health and safety policy and the staff dress code.
11. Not more than one interment shall be made in any single grave except:
  - (a) In areas designated for double depth interment, two (2) casket interments may be made. The first interment MUST be made at the lower level.
  - (b) Or; the cremated remains of two persons or an infant container approximately 76.2 x 30.5 cm. (30"x 12") may be interred at the head end of one adult grave in which a casket containing human remains has been or may be interred.
  - (c) If there are no casket interments in a grave, a maximum of three (3) cremated remains are permitted to be interred into a single or double depth grave.
  - (d) As is provided for in section C17 (b) of these By-laws.
12. Only one (1) casket shall be placed in one (1) crypt except in a companion crypt designated for the placement of two (2) caskets.
  - (a) A maximum of two (2) baby size caskets may be placed in a single mausoleum crypt. No other casket interments are permissible in the same crypt.

No crypt may be opened for a second interment without the prior permission of the Medical Officer of Health or equivalent authority, if necessary, and the Interment Rights Holder. All costs shall be borne by the party authorizing the interment.
13. Remains which are to be placed in a crypt, must be enclosed in a secure rigid and dry container of a size to permit placement in the crypt.
14. Use of a crypt liner, casket sealer or a crypt tray of a type approved by the Company, shall be required for interment in mausoleums so designated.
15. The cremated remains of one person may be interred in a crypt in addition to the casket, but only prior to or simultaneously with the interment of such casket.
16. All interments and placements of remains in a grave or crypt will only be permitted with an interment rights authorization signed by the lot/rights holder on record or their legal representative.



17. Cremated remains for interment in a niche or crypt must be enclosed in a polypropylene plastic urn or an urn made of other durable materials approved by the Company.
  - (a) In glass front niches, the type of urn must conform to the uniform plan of the columbarium as prescribed by the Company.
  - (b) The number of cremated remains to be placed in each niche is determined by the urn size and niche dimensions and in accordance with the designated policy for each columbarium.
18. The Company will exercise all due care in making interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
19. As the disinterment of remains from a crypt will require the used crypt space to be sanitized and restored, all costs thereof shall be borne by the party authorizing the disinterment.
20. A crypt liner or casket sealer, of a type approved by the Company, shall be required when placing disinterred remains in a mausoleum crypt.

A replacement casket/container may also be required before placing disinterred remains in a mausoleum crypt, to provide the standards required as set out in section C13 of these By-laws.
21. All disinterments and/or re-interments shall be conducted under the direction of the Company and shall be consistent with health and safety standards and requirements.

All re-interments shall be consistent with C9 and C13 of these By-laws.

The Company will require any outer vault and casket that has been replaced to be removed from the Company Cemetery for disposal. All costs shall be borne by the party authorizing the disinterment.

Under no circumstances can a used casket be directed to the Company crematorium for disposal.
22. The Company reserves the right, at its cost, to correct any error that may be made by it in making interments; or in the description of the lot or transfer or conveyance of any interment rights, either to cancel such grant and substitute and grant in lieu thereof other interment rights or a lot of equal value and similar location as far as is reasonably possible and as may be selected by the Company; or refund all money paid on account of such purchase. In the event of any such error that may involve the interment or disinterment of remains, the Company shall have the right to remove the remains to another lot of equal value and similar location provided written permission of the Interment Rights Holder have been given and the approval of any regulatory authority is first obtained.
23. From July 1, 2002, all first interments in a double-depth burial space must be made in a vault or liner approved by the Company. If the burial space was purchased prior to July 1, 2002, this provision will not be enforced.

## SECTION D

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### MEMORIAL MARKERS

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#### 1. **General**

For the purpose of these By-laws:

**A Marker:** is any bronze memorial set flush with the surface of the ground used to mark the location of a lot. A marker may also mean an ornament of bronze or granite affixed to a mausoleum/columbarium space or other structure or location intended for the disposition of human remains.

No marker or other structure shall be installed or permitted on a lot until they have been approved by the Cemetery and all charges have been paid in full.

A marker will only be removed from a lot with written order from the Interment Rights Holder, except as required in the course of regular maintenance, an interment or for non-payment of the lot. Removals and re-installation will only be carried out by the Cemetery.

Markers or other structures must conform to the approved colour scheme and plan of the Cemetery.

No inscription or image shall be placed on any monument or marker which may be seen as offensive or is not in keeping with the dignity and decorum of the Cemetery.

#### 2. **Approval for Delivery and Installation**

Markers will be installed by the Company. An application for installation form (provided by the Cemetery) must be completed and submitted to the Cemetery office no less than five (5) days prior to the scheduled delivery of any marker or vase to the Cemetery.

The application must be signed by the Interment Rights Holder or their legal representative, specifying the grave location and approving lettering, finish and other details. The application may be submitted to the Cemetery office by the Interment Rights Holder or the Monument Dealer on behalf of the Interment Holder.

Deliveries will be accepted by the Cemetery Monday through Thursday during regular business hours and will be scheduled around interment services.

**The application shall be accompanied by:**

- (a) A certificate stating the alloy content of the bronze by analysis and the kind of finish and method of securing same.
- (b) A certificate stating the type of fasteners and the composition and strength of the base.
- (c) The installation fee.
- (d) The appropriate amount for payment to the Cemetery Care Fund as required by legislation.

Approval of the application for installation is subject to inspection of the marker and base by the Cemetery Property Manager and to their decision as to whether the memorial conforms to all By-laws.

Markers and vases from a supplier other than the Company will be accepted for installation during regular working hours provided that they comply with these By-laws and are delivered to the cemetery mounted on a base ready for installation. Markers or vases shall be delivered to the Cemetery for installation after the application has been approved.

If weather and ground conditions permit, installations will be made within thirty (30) days after receiving the marker at the Cemetery. Markers will not be accepted from an outside supplier for storage for a period longer than thirty (30) days.

### 3. BRONZE MARKERS

The minimum and maximum percentages of the several components of bronze shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Copper	85%	90%
Zinc	4.5%	6%
Tin	5%	6%
Lead	0%	5%

Markers must be cast with sufficient integral bosses on the underside, the bosses to be tapped or drilled to receive anchor lugs or bolts; these shall be non-corroding, of a minimum diameter of 0.95 cm. (3/8") and of metal compound similar to the marker. Markers shall be attached securely by four or more of these fasteners to a base. All base tops and bottoms shall be smooth finished.

A bronze marker for ground installation shall be attached to the base so that a uniform border 5 cm. (2") wide is shown on all sides.

Letters, numerals and ornamentation shall be chased and buffed and shall not protrude more than 0.95 cm. (3/8") above the flat surface of the memorial. Each casting shall be true and free from defects or roughness.

Each scroll shall be attached securely to the marker by two or more bronze bolts of a minimum diameter 0.38 cm. (1/8").

Effective for all installations made on lots for markers sold after February 1, 1994, every marker shall be attached to a granite base of a colour to conform to the plan of the garden section as prescribed by the Company.

No inscription or ornamentation may be placed on a memorial marker that does not keep with the dignity of the Cemetery.

In areas so designated, markers of designs and materials approved by the Company may be attached to a garden wall or other structure provided for that purpose.

Markers may be installed on each lot in accordance with the following provisions:

**Dimensions of Marker Excluding Base:**

Adult Size Grave (single) minimum width of grave space 100 cm. (39.37")

	Width	Depth
Single Depth minimum	60.96 cm. (24")	30.48 cm. (12")
maximum	60.96 cm. (24")	76.2 cm. (30")
Double Depth minimum	60.96 cm. (24")	45.72 cm. (18")
maximum	60.96 cm. (24")	76.2 cm. (30")

Adult Size two (2) grave lot, 200 cm. (78.74") wide

Companion marker minimum	81.28 cm. (32")	30.48 cm. (12")
maximum	152.4 cm. (60")	50.8 cm. (20")

**4. Garden Court**

In designated feature areas, markers may only be installed in the minimum and maximum sizes in accordance with the policy for each court area. Copies of the policies and the designated lot numbers are available at the Cemetery office upon request.

General summary of size regulations for designated feature areas:

**Dimensions of Marker Excluding Base:**

Width Depth Adult size grave, 100 cm. wide

Only one marker size allowed	60.96 cm. (24")	76.2 cm. (30")
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Two (2) grave lot, 200 cm. wide

Companion marker minimum	111.76 cm. (44")	35.56 cm. (14")
maximum	152.4 cm. (60")	50.8 cm. (20")

(b) Markers proposed for installation that exceed maximum dimensions: stipulated in section D7 (a) and (b):

Single depth grave space - can only be installed after the standard size interment.

Bronze marker maximum	81.28 cm. (32")	182.88 cm. (72")
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5. Two (2) bronze markers may be installed on a single granite base in accordance with the following provision and specifications:

Such installations shall only be on designated adult size grave spaces to conform to the plan of the garden section as prescribed by the Company. See marker requirements in section D3.

6. A second marker may be installed, but only after all allowable standard size interments have been completed for that particular grave lot.

	<b>Width</b>	<b>Depth</b>
Adult Size Grave (single) minimum	60.96 cm. (24")	30.48 cm. (12")
maximum	60.96 cm. (24")	45.72 cm. (18")

	<b>Width</b>	<b>Depth</b>
Adult size two grave lot minimum	60.96 cm. (24")	30.48 cm. (12")
maximum	111.76 cm. (44")	35.56 cm. (14")

If the size of the second marker requires that it be installed across two graves, it may only be installed after all allowable standard size interments have been completed for both grave lots.

7. Markers for garden walls for adult standard size grave spaces shall be a bronze plaque in the dimensions of 60.96 cm. (24") width x 45.72 cm. (18") height.
8. Markers on small size children's graves shall have the following minimum and maximum dimensions:

**Dimensions of Marker Excluding Base**

(They may be of irregular shape)

	<b>Width</b>	<b>Depth</b>
minimum	26.03 cm. (10 1/4")	22.86 cm. (9")
maximum	60.96 cm. (24")	35.56 cm. (14")

The surface area of the base for a marker of irregular shape, shall have squared corners and straight sides showing a border of 5 cm. (2") to 10.16 cm. (4") wide.

**9. Memorialized Cremation Space**

Only one (1) marker may be installed on a cremation grave space provided that it conforms to the uniform plan of the section as prescribed by the Company.

The marker size is controlled by the dimensions of the particular lot in order to ensure aesthetic standards and one (1) marker size only is allowed on those lot sizes, so designated, all in accordance with the following provisions:

**Dimensions of Marker Excluding Base**

(a)	Width	Depth
Cremation grave space	91.44 cm. (36’’)	121.92 cm. (48’’)
Bronze marker size	40.64 cm. (16’’)	60.96 cm. (24’’)

- (b) Other smaller dimension cremation grave spaces designated for ground Bronze marker size: 55.88 cm. (22’’) x 25.4 cm. (10’’)
- (c) On cremation grave spaces measuring 45.72 cm. (18’’) x 30.48 cm. (12’’) or cremation common ground. No ground memorialization is permitted. Where available Bronze scrolls may be attached to designated memorial walls and cairns. The scroll size must conform with the uniform plan of the memorial wall and cairn as prescribed by the Company.
- (d) On cremation grave spaces exceeding 91.44 cm. (36’’) x 121.92 cm. (48’’), please refer to the Cemetery office for specific memorial requirements.

- 10. All flower vases for ground installation which may be separate or integral to the marker, are to be provided with a container so designed and of sufficient strength as to protect the vase in an inverted position in the ground.

The container shall be of a resilient, corrosion-resistant material, and shall be securely attached by not less than three (3) non-corrosive fasteners to the Bronze memorial. The bottom of the container shall be sealed, except for a drainage hole no larger than 3.81 cm. (1.5’’) in diameter.

All types of separate flower vases must be installed on a granite or concrete base which surrounds the vase and container. The surface area of the base shall be square. The fasteners, base materials, thickness and colour shall conform to specifications as outlined in Section D4 of these By-laws.

Only flower vases which can be inverted into the ground when not in use are permissible for permanent use on ground interments.

- 11. A separate or a personal memory vase may be installed on a lot in addition to a marker.

**12. Scrolls**

The number of scrolls or names placed on a marker is subject to the dimensions of the marker, with the following provisions: Adult size grave: minimum width of grave space 100 cm. (39.37’’)

### Dimensions of Marker Excluding Base

	Width	Depth
More than two (2) scrolls/names	60.96 cm. (24")	45.72cm. (18")

The maximum number of scrolls shall be subject to aesthetics and dimensions of the marker.

Provision for future scrolls must be identified before a marker is manufactured or installed.

Additional scrolls, where permissible, can only be ordered by the Interment Rights Holder on record or their legal representative.

13. A Bronze marker may be installed on a columbarium niche provided that it conforms to the design, colour and plan of the columbarium as prescribed by the Company.

A flower vase of a design approved by the Company may be installed on a niche front of columbarium so designated.

Markers and flower vases shall only be installed by the Company. Photograph cases of approved design may be attached to columbarium niches where size permits. Photograph proposals must be submitted to the Company for approval - See section D20.

14. When transferring lots, manufactured markers must conform to the plan of the section, columbarium or mausoleum. Arrangements may be made to replace the marker to conform at the expense of the Rights Holder.
15. **Crypt Front**

A Bronze marker may be installed on a mausoleum crypt front provided that it conforms to the uniform plan of the mausoleum as prescribed by the Company with the following provisions:

#### Dimensions of Marker

	Width	Depth
Single or Tandem Crypt Front	60.96 cm. (24")	35.56 cm. (14")
Couch or Double Crypt Front	111.76 cm. (44")	35.56 cm. (14")

In mausoleums so designated, inscriptions may be bronze letters securely attached by an adhesive compound approved by the Company. Inscription proposals, including full specifications and layout, must be submitted to the Company for approval.

16. Bronze Frame Marker consists of a granite panel surrounded by a bronze frame, consistent with the style of the building. They are not required to meet the components set out in D#3 of these By-laws.

## Dimensions of Bronze Frame Marker

Single or Tandem Crypt Front		
Frame	28"	16"
Granite Panel	25 3/8"	13 3/8"

Couch or Double Crypt Front		
Frame	40"	16"
Granite Panel	36 7/8"	13 3/8"

In mausoleums so designated, inscriptions and emblems may be etched on the granite panel. Inscription proposals including full specifications and layout must be submitted to the Company for approval.

17. (a) Not more than two (2) flower vases of a design approved by the Company may be affixed to each crypt.  
(b) Not more than two (2) photograph cases of a design approved by the Company may be attached to each marker which is affixed to a crypt.
18. Markers, photograph cases or lamp holders to be attached to crypts or niches shall be installed only by the Company and shall comply with the specifications of design, colour, size, material and location established for the mausoleum or columbarium, memorial wall or cairn to which they are to be attached.

### 19. Photographs

Photographs may be attached to markers provided the following requirements are met:

#### **Flush Markers**

Images must be cast in bronze. Photographs comprised of porcelain will not be installed.

#### **Columbaria or Mausoleums Markers**

Photographs are permitted and must conform to the design, material and standards of the building.

20. The Company will take all reasonable precautions to protect markers, vases, and other property of Interment Rights Holders from loss or damage.

The Company is not liable for any loss or damage, without limitation (including damage by the elements, Acts of God, thieves, vandals, strikers or by order of any military or civil authority), save and except for direct loss or damage caused by gross negligence of the Company and its employees.



## SECTION E

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### MEMORIAL MONUMENTS

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#### 1. For the purpose of these By-laws:

**Monument:** is any memorial structure projecting above the ground level intended for the memorialization of human remains. A monument is made up of at minimum two (2) parts: a tablet and a base.

**Monument Tablet:** The granite portion of the monument set on the monument base where inscriptions and markers are placed.

**Monument Base:** The granite portion of the monument set on the concrete foundation. All bases must match the tablet in colour.

**Monument Foundation:** The in-ground concrete foundation that provides stability for the monument.

All monuments to be installed in areas of the Cemetery so designated shall be of granite. All monuments will be installed to conform to the approved plan, monument standards and colour scheme of the garden within the Cemetery.

**Oversized Monuments:** Is any monument and tablet greater than eighty eight (88) inches, two hundred and twenty three point five (223.5) centimeters in width.

#### 2. Approval of Design and Installation:

Approval of the application for installation is subject to the inspection of the monument and base by the cemetery Property Manager, and confirmation the monument conforms to the By-laws and the specific garden standards and design requirements within the cemetery, and payment of the applicable installation fees. Installations of monuments under eighty eight (88) inches, two hundred and twenty three point five (223.5) centimeters in width will only be performed by the Company.

After the application has been approved and comply with these by-laws the monuments and vases supplied by a Monument Dealer will be accepted for installation during regular working hours Monday to Friday and should be delivered to the service yard. All monument will be pinned and set on the base at the time of delivery ready for installation

If weather and ground conditions permit, installation will be made within thirty (30) days after receiving the monument at the cemetery. Monuments will not be accepted from Monument Dealers for storage for a period longer than thirty (30) days.

Oversized monuments are to be installed by the Monument Dealer on the Company's foundation, when ground and weather conditions permit, under the direction of the Property Manager and in compliance with Arbor's Health and Safety Program and Policies. Appropriate ground covering and other measures must be taken to protect the landscape and surrounding memorials and monuments as approved by the Property Manager.

Monument installation and inscriptions permit application must be submitted on the form proved by the Company. See section E-2 for the approval requirements.

No oversized monuments shall be erected or placed on any lot until plans and specifications including its design, materials, method of construction and proposed location have been submitted in the Company by the Interments Rights Holder or the Monument Dealer and have been approved by the Company in writing and payment of the applicable installation fees.

**No monument shall be installed on a grave space until:**

- (a) The application is approved in writing by the Company;
- (b) The appropriate amount of payment is made for the Installation Fee and Cemetery Care Fund as required by legislation
- (c) All outstanding indebtedness to the Company relating to the interment and the monument location has been paid in full
- (d) For oversized monument installation proof of three (3) million dollar liability insurance coverage and WSIB coverage has been provided by the Monument Dealer.

**3. Inscriptions:**

Inscriptions and design shall be carving on the face of the tablet, or may be a bronze plaque securely attached by non-corrosive fasteners to the face of the tablet, or bronze letters securely attached by an adhesive compound approved by the Company to the face of the tablet, or may be a bronze plaque recessed into granite side panels 20.3 cm. (8") thick, with a granite panel top or a bronze pagoda or other type top.

No inscription or ornamentation which is inconsistent with the dignity of the Cemetery or general community standards shall be placed on any monument. Logos or Company symbols are not permitted.

In the event these provisions are contravened, the Company may take any action necessary including removal of the memorial, monument or the inscription, at the cost of the Interment Rights Holder or its successor.

The composition of all bronze, plaques and letters shall conform to the analysis as outlined in section D of these By-laws.

**4. Only one Monument to a Lot:**

Not more than one (1) monument shall be erected on any lot.

**5. Dimensions of Monuments - Tablets:**

No tablet shall be less than 20.3 cm. (8") in thickness.

Monument tablets up to 152.4 cm. (60") in overall height must be a minimum of 20.3 cm. (8") thick at its base.

Those monument tablets greater than 152.4 cm. (60") to 213.4 cm. (84") in height must have a minimum thickness of 25.4 cm. (10") at its base. Thickness of the tablets must increase by 5.08 cm. (2") for every 60.96 cm. (24") in

height, or part thereof, over 187.9 cm (74"). When calculating the overall height of the monument, the tablet and base are both to be included.

Note: Secondary tablets, for example wings on either side of the main tablet, cannot be less than eight (8) inches in width and six (6) inches in thickness.

- (a) The minimum, tablet width is measured at the base of the tablet.
- (b) The maximum width of an acceptable tablet and its base is conditional upon the width of the grave or upon the combined width of the appropriate graves on which it will be installed, as in accordance with the following provisions:

**SUMMARY OF SIZE REGULATIONS FOR UPRIGHT MONUMENTS**

<b>WIDTH OF LOT</b>		
	101.6 cm. (40") single	203 cm. (80") double
<b>TABLET DIMENSIONS</b>		
Width - maximum	81.3 cm. (32")	182.9 cm. (72")
Width - minimum	60.9 cm. (24")	76.2 cm. (30")
Height - minimum	45.7 cm. (18")	60.9 cm. (24")
Thickness - minimum	20.3 cm. (8")	20.3 cm. (8")

<b>BASE DIMENSIONS</b>		
Width - maximum	91.4 cm. (36")	193 cm. (76")
Width - minimum	76.2 cm. (30")	91.4 cm. (36")

<b>WIDTH OF LOT</b>		
	121.9 cm. (48") single	243.8 cm. (96") double
<b>TABLET DIMENSIONS</b>		
Width - maximum	101.6 cm. (40")	223.5 cm. (88")
Width - minimum	60.96 cm. (24")	76.2 cm. (30")
Height - minimum	45.7 cm. (18")	60.9 cm. (24")
Thickness - minimum	20.3 cm. (8")	20.3 cm. (8")

<b>BASE DIMENSIONS</b>		
Width - maximum	111.8 cm. (44")	233.7 cm. (92")
Width - minimum	76.2 cm. (30")	91.4 cm. (36")

<b>WIDTH OF LOT</b>		
	101.6 cm. (36") single	203 cm. (72") double
<b>TABLET DIMENSIONS</b>		
Width - maximum	81.3 cm. (28")	182.9 cm. (64")
Width - minimum	60.9 cm. (24")	76.2 cm. (30")
Height - minimum	45.7 cm. (18")	60.9 cm. (24")
Thickness - minimum	20.3 cm. (8")	20.3 cm. (8")

<b>BASE DIMENSIONS</b>		
Width - maximum	91.4 cm. (32")	193 cm. (68")
Width - minimum	72.6 cm. (30")	91.4 cm. (36")

Monuments proposed for installation on lots larger than 243.8 cm. (96") in width must be submitted to the Company for approval. Prior to ordering a monument confirm the width of the lot to ensure the base does not exceed the actual lot(s) size.

(c) Sculptures and crosses in the form of a cross tablet that are an integral block shall conform to all tablet dimension requirements including thickness. Monuments in the form of free standing crosses will not be permitted. Pillow type monuments will not be permitted. No monument shall have any uncovered vertical joint.

**6. Dimensions of Monument Bases:**

All tablets are to be installed on a granite base of the same matching colour. The height of the base shall be a minimum of 20.3 cm. (8"). The top surface of the base must be both wider and longer than the tablet in order to provide a minimum border of 5.1 cm. (2") of the surface of the base exposed on all sides. Base tops shall be polished finish, bottoms must be smooth sawn and sides must be rock pitch to a minimum of 6 inches from the bottom; only the top 2 inches may be polished. The maximum width of a base is conditional upon the width of the grave or graves on which it will be installed. No base shall be closer than 5.1 cm. (2") to the lot width side lines on which it is to be installed. The width and thickness of any sub-base or plinth installed on top of the base must provide for a minimum two (2) inch border of the surface of the base exposed.

**7. Tolerance in Dimensions:**

A tolerance of 1.27 cm. (1/2") over and under the dimensions of a monument or parts of a monument will be permitted.

**8. Dowelling/Pinning:**

In order to provide for a safe installation, a monument should be able to withstand a horizontal force of 45.36 kg. (100 lbs.). A dowel pin shall be used to secure a tablet stone to its base.

Dowel holes should not be more than .31 cm. (1/8") larger than the dowel itself and all dowels must be made of stainless steel and must be a minimum 1.27cm. (1/2") in thickness. Dowel pins must be centred on the base and installed in a dry mode. Dowel pins must be not less than 15.24 cm. (6") in length, evenly extended into both the tablet and its base.

A separate top, pagoda or other type, shall be pinned to its tablet using stainless steel dowel pins and epoxy.

**9. Foundations:**

Concrete foundations are required for all monuments. They will be constructed by the Company at the Interment Right Holder's expense.

The foundation shall be built in the designated space and in the appropriate dimensions of the monument base. If incorrect dimensions have been given on the application form signed by the Lot/Rights Holder and/or the supplier, the foundation shall be immediately removed and rebuilt at the expense of the Interment Rights Holder.

Foundations will be not less than 121.9 cm. (48") deep and they will be set parallel to and on the back lot line.

The required concrete mix for foundations will be:

20.5 MPA

75 mm. slump

20 mm. aggregate

5% +/- 1% Air Entraining agent

Trowel finish all edges.

The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.

Foundations must be cured for a minimum of 48 hours before placing the monument.

**10. Work on Monuments:**

No monument shall be removed or subjected to restoration, repair, inscription or any other work until the Company has received and approved application from the Interment Rights Holder describing the work to be performed. All work must comply with the existing Cemetery By-laws as they may be approved from time to time.

**11. Monuments Over Interments:**

No monument may extend over the area where a grave opening has been or will be located.

**12. Monument Care:**

No monument may be erected or placed on any lot until the appropriate payment is made to the Cemetery Care Fund as required by legislation.

If a monument becomes a risk to public safety because it is unstable, the Company may take any action which is necessary to remove the risk.

Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the Company to be normal wear.

**13. Articles of Ornamentation:**

Candle holders and lanterns are not permitted to be attached in any manner to any tablet without the approval of the Company.

Family emblems and photos are permitted to be attached to a tablet as long as they do not protrude more than 2” from the tablet. They must be level with the monument base.

Lanterns, statuary and any other articles of ornamentation of a type approved by the Company may be placed on a monument base in a manner approved by the Company.

**14. Scope of Company’s Responsibility:**

The Company will take all reasonable precautions to protect monuments, and other property of Interment Rights Holders from loss or damage, however, the Company is not liable for any loss or damage, without limitation (including damage by the elements, Acts of God, thieves, vandals, strikers or by order of any military or civil authority), save and except for direct loss or damage caused by gross negligence of the Company and its employees.

The Company will not be responsible for loss or damage to any decorative item or portable article left upon any lot or monument or the improper attachment of any article to a monument.

**15. Shared Monuments:**

The purchase of a lot which includes a monument to be provided by the Company permits the purchaser the use of the face of the memorial adjoining the lot for memorialization, subject to the following conditions:

- (a) All inscriptions are subject to the prior approval of the Company.
- (b) The Interment Rights Holder will be held responsible for any costs which arise when improper or unapproved work is undertaken and for any damage to the Cemetery or the Property of other Interment Rights Holder by him or his agents.
- (c) The Internment Rights Holder that shares the monument will be notified in advance of the removal of the monument for inscription.

## SECTION F

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### CREMATORIUM BY-LAWS

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1. Only human remains will be received for cremation.
2. Prior to each cremation, an Application for Cremation and Instructions for Disposition of the Cremated Remains, in the form provided by the Company, and all requisite certificates and documents shall be completed fully, duly signed, and submitted to the Company together with the fee specified in the tariff of rates.
3. Each deceased individual delivered for cremation shall be enclosed in a casket or other container and it will be cremated in such casket or container. The casket or container must be made of combustible materials, be sufficiently rigid to eliminate deflection of its base and be dry and secure. In addition:
  - (a) No cremation will be made when the casket or container contains materials prohibited by statute or regulation.
  - (b) The casket or container must be of a size to permit placement within the cremation chamber.
  - (c) The exterior non-combustible or hazardous attachments on the casket or container will be removed before cremation.
  - (d) No extraneous objects may be placed in the casket or container.
4. For the safety of the staff and to avoid damage to the equipment. A heart pacemaker or any implanted mechanical life sustaining device must be removed before the casket or container is delivered to the crematorium.
5. After delivery to the crematorium, the casket or container will not be opened by the crematorium staff without the written authorization of the Applicant/ Legal Representative, and then caskets or containers will only be opened by the Funeral Director or Transfer Service Operator engaged by the applicant and only as if directed by the applicant or a duly authorized representative.
6. Identification of the deceased shall be made before delivery to the crematorium, and is the sole responsibility of the Authorized Applicant/ Legal Representative for cremation. Caskets and cremation containers must arrive at the crematorium clearly marked with the name of the deceased.
7. Company crematorium procedures ensure proper identification while the deceased are in the custody of the Company and throughout the cremation process. A heat resistant customized identification disc is placed with the remains through all the cremation procedures and at the conclusion the disc is enclosed with the cremated remains in the primary urn or container.
8. Cremation shall take place as soon as Company schedules allow and with consideration to religious customs, but no sooner than permitted by any regulatory statute or policy.

Scheduling of all Crematorium and Cemetery Chapel and Committal Room services is to be with the approval of the Company.

Reasonable notice is required for extra service requests. Normally notice will be twenty-four (24) hours of which eight (8) hours should be regular working hours. The use of the Chapel/Committal Room, extra service requests, may be subject to fees specified in the tariff of rates.

9. In order for families to observe a distinctive ritual, arrangements may be made with the Company to witness the commencement of the cremation process.
  - (a) To allow for scheduling, prior notice is required (see section F8 of these By-laws).
  - (b) For safety control purposes, a limit of up to six (6) designated witnesses may be permitted in the cremation operations area.
  - (c) The Company may require witnesses to the cremation to sign a waiver from liability for any trauma or hazardous experience.
  - (d) Proceedings within the crematorium shall be under the sole direction of the Company.
  - (e) The closed casket or container will be inserted into the cremation chamber by the crematorium staff. The initial engaging of the cremation mechanical equipment will signify the conclusion of the witnessing procedure and the operations area will be vacated immediately.
  - (f) Only the crematorium staff are allowed to remain in the crematorium during the cremation process and the subsequent procedures.
10. Arrangements may be made with the Company for services in the Cemetery Chapel/Committal Room, if a Chapel/Committal Room is available (see section F8 of these By-laws).
  - (a) A limited time of specific duration will be allotted by the Company for each service in order to accommodate all requests for services in the Chapel/Committal Room. In consideration for the next family service, the Chapel/Committal Room must be vacated at the expiration of the time allotted.
  - (b) Funeral Director Class One must be designated to direct the service and to communicate with the Company staff.
  - (c) Memorial flowers will be removed from the Chapel/Committal Room immediately following a service. In the absence of specific instructions the flowers will be disposed of.
  - (d) Parking for Cemetery Chapel/Committal Room services shall be under the direction of the Company. No parking will be permitted on designated emergency vehicle routes and other restricted areas.
11. The Company reserves the right to limit the quantity of wreaths and flowers received at the crematorium and the number placed in the Chapel/Committal Room.



12. All services and cremations shall be consistent with the dignity of the Crematorium, the Cemetery and general community standards.
13. If a distinctive ritual requires a small symbolic fire or the lighting of incense, any burning materials must be safely contained within a fireproof metal or earthenware vessel approved by the Company.
14. The unauthorized simultaneous cremation of more than one human remains within the same cremation chamber is specifically forbidden. Application may be made for the simultaneous cremation of a parent and infant and infants of the same family. The authorized representative or legal custodian shall make application for each human remains and shall exempt the Company from all liability for co-mingling of the products of the cremation process.
15. Insofar as possible, all recoverable residual shall be removed from the cremation chamber. Any metal residue, non-combustible casket or container interior materials and identifiable body prosthesis, bridgework or similar items will be separated and recycled by the Company. Any proceeds of recycling will be donated to charity. The cremated remains will be further mechanically reduced in size to permit placement within the urn or crematorium container.
  - (a) In the event that the Applicant's choice of urn or the funeral home's choice of a temporary container will not hold all of the cremated remains, an additional crematorium container will be supplied by the Company.
  - (b) The supplementary container of cremated remains may, upon application, be interred in common ground in the Company Cemetery at no additional charge. Pre-Authorization must be made by the same Authorized Applicant/Legal Representative as for cremation and in the form provided by the Company.
16. The Company will hold cremated remains pending instruction for final disposition. The storage of cremated remains may be subject to a storage fee. Where instructions for disposition of the cremated remains have not been given by the applicant one (1) year following cremation, the cremated remains will be interred in a common ground in the Company Cemetery closest to the crematorium, after all requisite conditions have been met. An invoice will be forwarded to the Applicant for the prevailing charge. Common ground is an area within the Cemetery where no memorial may be placed on the ground. The Company cannot retrieve these remains at a later date. Arrangements may be made for a memorial scroll to be added to a common Memorial Cairn or Wall if available in the Cemetery.
17. Prior to accepting custody of the casket or container, the Company is not liable for any delay in the cremation and, after accepting custody, shall not be liable for any delay caused by circumstances beyond its control. In the event of circumstances beyond its control, the Company reserves the right to secure the casket or container in a receiving area until the cremation can occur.
18. The Company reserves the right to refuse to cremate without having to assign a reason.

## SECTION F

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### CONTRACTOR REQUIREMENTS

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To maintain Company Standards and quality, all monuments and monument foundations will be installed by the Company.

- I. Contractors Performing Work in the Cemetery.
  - (a) A contractor employed by the Company to install foundations and monuments, or to do any other work in the Cemetery, shall have a signed contract and Health and Safety verification.

The contractor shall attach to the application, current proof of:

- (i) WSIB (Workers Compensation) coverage
  - (ii) Liability Insurance coverage at a minimum of Three (3) million dollars.
- (b) Behaviour: The behaviour of all contractor and Monument Dealers within the Cemetery shall be subject to the control of the Company and as approved by the Property Manager. Contractors, masons and stonecutters must lay planks on the lots and paths over which materials are to be moved, to protect them from injury. Workers shall immediately cease work in the vicinity of a funeral, until the conclusion of the service. Heavy loads will not be permitted in the Cemetery in the spring of each year when roads are in a condition unfit to support them.

No work may be performed except during the regular business hours Monday to Friday of the Cemetery, unless preapproved by the Property Manager.

All implements and materials used in the performance of any work shall be placed as the Company Property Manager directs, and all rubbish and surplus earth shall be removed in such manner as they may order, otherwise, the obstructions will be removed and the expense charged to the Interment Rights Holder. A contract worker who causes any damage or injury shall be held responsible for such damage or injury.

All rubbish and excavated material shall be removed from the Cemetery by the contractor under the direction of the Company.



