



**Arbor**  
Memorial

## **CEMETERY BYLAWS**

These bylaws are made to help ensure the preservation and proper operation of the cemeteries. They reflect accepted principles of cemetery management and our experience of over seventy (70) years.

Arbor Memorial Inc. (the “Company”) reserves the right to make amendments when it is deemed to be required, necessary, or desirable. Please check with the cemetery for the up-to-date bylaws, as amendments may be made from time to time.

Contact the cemetery office if you have any questions; 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)

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**Valley View Funeral Home & Cemetery**  
**14644-72nd Avenue**  
**Surrey V3S 2E7**

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**Hatley Memorial Gardens & Crematorium**  
**2050 Sooke Road**  
**Victoria V9B 1W3**  
**Colewood Cemetery**

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**Cedar Valley Memorial Gardens & Crematorium**  
**2347 Cedar Road**  
**Cedar (Nanaimo) V9X 1W1**

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**CEMETERY BYLAWS**

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## SECTION A

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### DEFINITIONS

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**1.0** Definitions and all regulations made thereto shall connote the meaning ascribed to them by the *Cremation, Interment and Funeral Services Act* and the *Business Practice and Consumer Protection Act* unless specified otherwise.

**1.1** In these bylaws:

**“base”** means the lower section of a two-piece monument fixed on a foundation;

**“burial permit”** means the legal document recognizing the registration of a death, pursuant to the *Vital Statistics Act*;

**“burial vault”** means a sealed outer receptacle that encloses a casket to prevent a grave from descending;

**“care fund”** means a fund for the maintenance and upkeep of a place of interment;

**“casket”** means a container used to enclose human remains for interment;

**“columbarium”** means a structure or building or an area in a structure or building that contains, as a part of the structure or building or as free standing sections that are used to store or inter cremated human remains in niches;

**“cremated remains”** means the human remains are cremated into human bone fragments;

**“disinterment”** means the removal of interred human or cremated remains, with the corresponding burial casket or container from a lot

**“double-depth lots”** means a lot that has been authorized for the interment of two caskets, one placed on top of the other. The first casket in the lot will be interred at twice the standard depth below ground level;

**“fee”** a payment made to the Company in exchange for a service or product;

**“Funeral Director”** means a licensed individual who arranges, conducts or directs funerals or the transfer of disposition of human remains, or to arrange burials, and who takes on various duties and responsibilities set out by the Company;

**“grave”** means an in-ground space intended for the interment of human remains or human cremated remains;

**“human remains”** means a deceased body of a person or infant in any stage of decomposition;

**“inscription”** means words or designs, carved, painted, or written on a tablet or monument;

**“interment”** means disposition by a burial of human or cremated remains in the ground, inurnment of cremated remains or in a columbaria niche, or entombment of human remains in a mausoleum;

**“lot”** means a space within a cemetery set out in a place of interment intended to be used for the interment of human or cremated remains;

**“marker”** means any bronze memorial set flush with the surface of the ground used to mark the location of a lot for the purpose of memorialization or deposit of human remains. A marker may also mean an ornament of bronze or granite affixed to a mausoleum/columbarium space or any other structure intended for the disposition of human remains;

**“memorial”** means a structure constructed within the cemetery to identify or commemorate a deceased individual, including but not limited to; a flat marker, tombstone, plaque or other markers on a grave or lot, monument or ornamentation or an inscription on a crypt or niche;

**“monument”** a 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: tablet and a base;

**“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;

**“niche”** means a designated space within a columbarium to store cremated human remains;

**“monument tablet”** the granite portion of the monument set on the monument base where inscriptions and markers are placed;

**“oversized monument”** means any monument and tablet greater than eighty-eight (88) inches or two hundred and twenty-three point five centimeters in width (223.5);

**“scattering”** means the irretrievable dispersal of cremated remains in an area of land or water within the cemetery premises;

**“transfer privilege”** means an interment may be allowed to be transferred by an Interment Rights Holder to another branch owned by the Company. Terms and Conditions may apply. Refer to section C;

**“urn”** means any permanent receptacle used for the encasement of cremated remains

## SECTION B

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### GENERAL PROVISIONS AND MAINTENANCE

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1. This bylaw shall be cited as “Province of British Columbia Cemetery Bylaw”.
2. These bylaws are to establish operational, administrative, and maintenance responsibilities regarding the Company and to improve and govern all the cemeteries in British Columbia owned by the Company.
3. These bylaws form part of the Cemetery Purchase Agreement.
4. Where interment rights are purchased jointly, it shall be recognized as tenants in common.
5. If a provision in these bylaws, at any point, is held invalid by a court of competent jurisdiction, the invalid section must be severed, and the remainder of these bylaws are still binding.
6. Previous bylaws and all amendments thereto are hereby repealed.
7. With respect to specific issues not enclosed in these bylaws, the Company reserves the right to do, which in its judgement, is deemed appropriate in the scenario.
8. The Company reserves complete control of the land, buildings, plantings, roads, utilities, books and records of the cemetery, and complete authority to administer these bylaws.
9. In the application and administration of these bylaws, all procedures will be conducted in accordance with applicable Provincial legislation and regulations.
10. No person or persons under the age of sixteen (16) shall be allowed admission into the cemetery unless they are accompanied by an adult.
11. The Company reserves the right to cancel interment services and/or prohibit entry into a section or the entire cemetery due to severe weather, unsafe road conditions, or any other circumstances that may arise and be perilous to the public, workers and company personnel.
12. The general public is only permitted access to the cemetery during regular hours of operation.
13. Cemetery operators reserve the right to refuse access to the cemetery at any time to any person or persons deemed disorderly.
14. No employee of the Company shall accept any offered gratuity.
15. No person or persons shall use cemetery grounds and roads for the purpose of skateboarding, snowboarding, or any competitive or non-passive recreation.
16. No firearms are permitted to be discharged unless it is authorized by the Company for a military funeral.

17. All work within the cemetery shall be performed only by the Company, except with the prior written consent of the Company.
18. 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 change all or any part of the cemetery, subject to the approval of the appropriate regulatory authority.
19. The Company retains the right of passage over every lot to allow for cemetery operations and maintenance to be performed effectively.
20. Any article which is detrimental to efficient maintenance and constitutes a hazard to machinery, employees or visitors, is considered unsightly or does not conform to the natural beauty or design of the Cemetery, may be removed by the Company.
  - a. Any article removed will be held at the cemetery for collection. After 14 days the Company will dispose of any unclaimed item.
  - b. The Company is not obliged to give notice of removal or disposition.
21. The Company does not allow anything to be planted in gardens, decorative items placed in trees, or any other decorative items that may hinder the maintenance of the cemetery. No trees or plants growing within any lot may be removed or altered without the consent of the Company.
22. **Floral decorations may be placed only in accordance with the following schedule:**
  - a. From March 1st to November 1st next following, only fresh cut flowers may be placed on graves.
  - b. From November 1st to March 1st next following, only winter wreaths on stable metal stands with a minimum height of 68.58 cm. (27") may be placed on graves.
  - c. For all mausoleum and columbarium buildings, floral decorations are permitted in accordance with the policy for each 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.
23. The Company reserves the right to disallow or remove quantities of wreaths or flowers considered to be excessive.
24. The Company reserves the right to remove wreaths and flowers which have deteriorated, withered or are otherwise unsightly.
25. The Company is not responsible for deterioration, damage or loss of articles attached to crypts or niches. The Company reserves the right to remove any broken or deteriorated articles.

26. To reduce risks of fire and wax staining, open flame candles are not permitted inside buildings.
27. Grave covers must be approved by the cemetery before work or delivery can take place. For public safety, all approved grave covers will be a flamed or rough finished granite and not polished.
28. No lot or grave shall be defined or enclosed by a fence, railing, coping or by any other marking except in designated areas specified by the Company.
29. The dedication and donation of trees, memorial benches, memorial rocks and other selected features must be purchased from the Company. The dedication and donation of trees are not permitted to be installed/placed on registered lots. Application shall be made to the Company giving the specifications, design and materials and must be approved in writing before any work and can proceed.
  - a. All items and the site selection shall conform to the designated landscape plan of the cemetery under the direction of the Company.
  - b. Installation shall be performed by the Company and all costs shall be borne by the Interment Rights Holder.
  - c. The placement of dedicated items does not entitle the purchaser to any privileges to the land upon which the items are situated.
30. The Company owns various cemeteries and gardens that may be used for commercial photography. Please contact the Company's Administration Office to obtain a permit for all professional photoshoots within the authorized grounds.
  - a. All permit applications will require proof of insurance.
31. All applications for cemetery services shall be in the appropriate form as provided by the Company.
32. All services are subject to fees as specified in the cemeteries price list.
33. Hours of operation are posted at the cemetery office.
34. The Company will convey the interment rights to the purchaser when payment is paid in full and all other requirements are met. The Company reserves the right to refuse or remove any article, planting or ornamentalations on the grave space or surrounding area if it is deemed to not comply with the overall appearance of the cemetery.
35. The cemetery is not liable for any theft, loss, or damage, without limitation to any columbarium niche, mausoleum crypt, vases, bronze, memorial, monument, marker, or any other object that has been placed in respect to any disposition. The Company recommends the owner to get protection through an insurance provider; however, the decision whether to contact an Insurance Agent to discuss possible coverage options is entirely at the Interment Rights Holder's discretion.

## SECTION C

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### INTERMENTS AND DISINTERMENTS

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1. Before any interment can take place, the Company must receive the Burial Permit and Interment Rights authorization on the form as provided by the Company, duly signed by the Interment Rights Holder or their legal representative.
2. Resale of Interment Rights:
  - a. 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 Company. The Company will refund all monies paid by the purchaser within fifteen (15) days from the date of the request for cancellation.
  - b. The Company permits Interment Right Holders to sell interment rights to a third party.
  - c. Customers have the right to resell their interment rights once the Interment Rights contract has been paid in full.
  - d. The sale of the interment rights can only be authorized by the Interment Rights Holder named on the certificate, his/her executor, or legal representative. Proof of relationship is required.
  - e. All benefits offered on new sales such as the family security benefit, grandchild protection, selection change and the branch to branch transfer privileges will not transfer to the new owner when an owner to owner transfer has been completed.
3. Transfer of Rights of Interment. A Right of Interment may be transferred by an Interment Rights Holder to another family member. A transfer of Right of Interment will be permitted provided that:
  - a. Payment of the transfer of Right of Interment fee has been received in full;
  - b. Payment of all outstanding cemetery fees and charges owed by the original Interment Rights Holder has been received;
  - c. Completing the transfer of Right of Interment application form, setting forth details of the individual to whom the transfer is to be made, the compensation to be paid, if any, and any other information the Administrator may reasonably request is completed.

NOTE: To ensure the accuracy and completeness of records of ownership of interment rights, no sale or transfer of any interest shall be binding upon the Company and the cemetery until a duly executed transfer has been deposited with the Company. Every transfer of ownership of interment rights after the original sale shall be made by the



registered holder, their legal representative or anyone who reasonably appears to have authority, pursuant to “order of priority” provisions, section 3 of the Cremation, Interment and Funeral Services Act 2004.

All applications for cemetery services shall be in the appropriate form as provided by the Company.

4. **Transfer Privilege:** Transfer benefits are only available to the original Interment Rights Holder (as named on the Purchase Agreement). Customers who purchased their interment rights directly from the Company will be allowed to request a branch to branch transfer of interment rights when the Interment Rights Holder has moved to and is domiciled into the community in which the receiving cemetery is located. Interments must be paid in full prior to the transfer being completed.
  - a. The Interment Rights Holder may select an alternative interment right that has a purchase price equal to or less than the current tariff price.
  - b. If the alternative interment right selected has a purchase price that is greater than the purchase price of the interment right purchased hereunder, the Purchaser shall pay the difference to the Company.
  - c. Once an alternative interment right is selected and all requirements are met and approved by the Company, the original interment right is forfeited.
  - d. 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.
5. Reasonable notice of interment is required.
  - a. Before an interment is to take place, twenty-four (24) hours of notice of which eight (8) hours are regular working hours. During extreme weather, ground conditions or disposition volume, this notice period requirement may need to be extended.
  - b. Before a disinterment is to take place, it must have the approval of the Regulator and Medical Officer of Health or equivalent authority and five (5) regular working days notice as weather and ground conditions permit for the safety of employees.
  - c. Additional notice will be required in winter months and during periods of wet weather.
6.
  - 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 and if the remains were interred in a permanent non-biodegradable urn.

- d. Cremated remains will not be recoverable from areas designated non-recoverable common ground or if it is interred in biodegradable cardboard or wood urns.
7. With the Company's prior written permission, only artificial grass, lowering devices and other equipment furnished by the Company shall be used.
8. No interment shall take place except in the presence of an employee of the Company.
9. All interments shall be consistent with the dignity of the cemetery and general community standards.
10. The Funeral Director, Transfer Service Operator or other responsible persons authorized by the Funeral Director shall retain custody of the container until it is delivered to the Company's representative at the lot, cemetery chapel, or the door of the crematorium as the case may be.
11. 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. In the event of 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.
12. For earth interments, remains must be enclosed in a casket that is sealed securely, dry and of sufficient strength to permit interment with the casket remaining intact when using a cemetery standard lowering device. The casket and outer vault must be of a size to permit interment within the dimensions of the lot.
13. Every earth interment must be made within the minimum standard of a concrete grave liner approved by the Company. The outer liner or vault must be of a size to permit interment within the dimensions of the lot.
14. The Company will require the supplier of an outer burial vault to install it under the direction of the Company.
  - a. All contract workers and suppliers within cemetery grounds shall be subject to the company staff dress code and health and safety policies.
15. No more than one (1) casket interment shall be made in any single grave except:
  - a. In areas designated for double depth interments where two (2) casket interments may be made. The first interment **MUST** be made at the lower level.

- b. That one (1) casket and two (2) cremated remains at the head of the space are allowed in the lot. Subsequent to all the full-size interments and two (2) cremated remains interred at the head of the space, an additional two (2) cremated remains will be also allowed, to a maximum of four (4) cremated remains, and an infant container approximately 76.2 cm. 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 four (4) cremated remains are permitted to be interred into a single or double depth grave.
  - d. As provided for in section 22 (b) of these bylaws.
  - e. Cremated remains interred in a lot, with respect to subsections a., b., and c. of this section, may be subject to a lot authorization fee per the current price list.
16. 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 a 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.
17. Remains that 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.
18. 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.
19. If space allows, cremated remains of an individual may be interred in a crypt in addition to the casket but only prior to or simultaneous with the interment of such casket. Failing this, a crypt may only be opened with the prior permission of the Medical Officer of Health or equivalent authority and the Interment Rights Holder. All costs shall be borne by the party authorizing the disinterment or re-opening procedure. The number of cremated remains placed depends on the space available after the casket interment, to a maximum of two (2).
20. All interments and placement of remains in a grave or crypt will only be permitted with an interment right authorization signed by the Interment Rights/lot holder or his/her legal representative on record at the cemetery.
21. An in-ground interment of an urn made of wood or biodegradable materials is not permitted without an outer container or vault.

22. Cremated remains for interment in a niche or crypt must be enclosed in a permanent non-biodegradable urn or polypropylene plastic container. For greater certainty, wooden urns and urns made out of biodegradable materials is not permitted.
  - 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.
23. No casket or container may be disinterred without a court order or a written consent and in the presence of the legal representative of the deceased, with the exception of cremated remains, the medical officer must also be notified prior to any disinterment.
24. The Company will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
25. 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.
26. 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 set out in section C 17 and 18 of these bylaws.
27. 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 sections C 12, 13, 17 and 18 of these bylaws. Any outer container and casket disinterred from another cemetery must be drained of water before delivery to a Company cemetery for re-interment. Disinterment from a company cemetery will, when necessary, require water from the outer container to be drained back into the original grave. The Company may 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.
28. (1) If human remains or cremated remains are interred in the wrong lot in a cemetery, mausoleum or columbarium, the Operator of the cemetery, mausoleum or columbarium must
  - (a) on the request of the person who has control of deposition

- of human remains or cremated remains, has the right to control the disposition of the human remains or cremated remains, disinter the remains from the wrong lot and re-enter them in
- i. the correct lot, if the correct lot is available, or
  - ii. a lot of equal value in a similar location as far as it is deemed reasonable by the Company and acceptable to the person who made the request if the correct lot is not available, and
- (b) within thirty (30) days after the re-interment, a director of the disinterment and the re-interment will be notified.
- (2) The Company will not charge a fee or disbursement in respect of any action taken under subsection (1).
  - (3) If the parties fail to agree on a lot under subsection (1)(a)(ii), either party may apply to a director to resolve the matter.
  - (4) A director may resolve the matter in any way the director considers appropriate and the director's decision is binding on the parties.
29. From July 1st, 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 1st, 2002, the provision will not be enforced.

## SECTION D

### MEMORIAL MARKERS

1. To maintain Company standards and quality, all memorial markers will be installed by the Company, subject to an installation fee, areas of the cemetery so designated shall be of bronze, except as provided in D3 and D4 in these bylaws.
  - a. All markers will be installed to conform to the approved plan of the cemetery.
  - b. Markers or other structures must conform to the approved colour scheme and plan of the cemetery.
2. The minimum and maximum percentages of the several components of bronze shall be as follows:

#### BRONZE MARKERS

	Minimum	Maximum
Copper	85%	90%
Zinc	4.5%	6%
Tin	5%	6%
Lead	0%	5%

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

3. In Colwood Burial Park, in areas so designated by the Company, markers may be also of granite and set flush with the ground. The granite thickness shall comply with section D5 of these regulations. Granite markers shall not be encased in concrete.
4. In areas so designated, markers of designs and materials approved by the Company may be attached to a garden wall or other structures provided for that purpose.
5. A bronze marker for ground installation shall be attached to the granite base so that a uniform border of 5 cm. (2") wide is shown on all sides. 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 electrolytically similar to the marker. Markers shall be attached securely by four or more of these features to the base. All base tops and bottoms shall be smooth finished.
  - a. Effective for all installations made in lots for markers sold after November 1, 1994. Every marker shall be attached to a granite base of a colour that conforms to the plan of the garden section as prescribed by the Company.

- b. Exceptions may be made for a base to match a marker and base design previously installed on the lot. The granite base must be not be less than 9 cm. (3 1/2") and not more than 13 cm. (5") in thickness.
  - c. For permissible exemptions only from section D 5(a) above, markers and vases may be attached to a concrete base, not less than 10.16 cm. (4") and not more than 13 cm. (5") in thickness. The concrete shall be dense, free from flaws, reinforced with steel bars or steel mesh and test to 20 MPA (3000 PSI). The concrete mix shall be consistent throughout the base and no concrete shall be placed to overlap concrete that is partially set.
6. Each scroll shall be attached securely to the marker by two or more bronze bolts of a minimum diameter of 0.38 cm. (1/8").
  7. No inscription or ornamentation may be placed on a memorial marker that does not keep with the dignity of the Cemetery.
  8. Logos and/or company symbols are not permitted without written permission from the image owner.
  9. Markers may be installed on each lot provided that it is installed in accordance with the following provisions:
    - a. Exceptions may be permissible for the installation of Department of Veteran Affairs sized markers with the prior consent of the Company.

NOTE: Adult size grave (single): minimum width of grave space is 100cm. (39.37")

	Width	Depth
Marker for one name on a single depth lot	Minimum 60.96 cm. (24") Maximum 60.96 cm. (24")	30.48 cm. (12") 76.20 cm. (30")
Marker for two names and a double depth grave	Minimum 60.96 cm. (24") Maximum 60.96 cm. (24")	45.72 cm. (18") 76.20 cm. (30")
Two grave lot, 200 cm. Companion Marker	Minimum 91.44 cm. (36") Maximum 152.4 cm. (60")	33.04 cm. (13") 50.80 cm. (20")

CEDAR VALLEY MEMORIAL GARDENS only, exception to section (i) of Bylaw D9 (a) above, in accordance with the following provision and specifications: Marker for two names and a double depth grave minimum 60.96 cm. (24") 45.72 cm. (18") maximum 60.96 cm. (24") 76.2 cm. (30")

- b. In designated Garden Court and 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 Garden Court areas:

### Dimensions of Marker Excluding the Base

PLEASE NOTE: Adult size grave - minimum width of grave space 100 cm. (39.37")

	Width	Depth
Adult size grave: One marker size only allowed	60.96 cm. (24")	76.2 cm. (30")
Two grave lot: 200 cm. (78.74") wide Companion Marker	Minimum 111.76 cm. (44") Maximum 152.4 cm. (60")	35.56 cm. (14") 50.8 cm. (20")

- c. Markers proposed for installation that exceeds maximum dimensions stipulated in section D 9, a and b:
  - i. For single depth grave space - can only be installed after the standard size interment.
  - ii. For double depth grave space - can only be installed after the second standard size interment
  - iii. Bronze marker maximum size: 81.28 cm. (32") 182.88 cm. (72")
- 10. **Scrolls** - The number of scrolls or names placed on a marker is subject to the dimensions of the marker, consistent with the following provisions: Adult size grave minimum width of grave space 100cm (39.37").
  - a. Provision for future scrolls must be identified before a marker is manufactured or installed.
  - b. Additional scrolls where permissible can only be ordered by the Interment Rights Holder on record, or their legal representative. May be subject to additional charges.
  - c. The maximum number of scrolls shall be subject to aesthetics and dimensions of the marker.
- 11. A second marker may be installed one foot up from the grave, or as local practice provides to allow memorialization of additional interment of cremated remains within the lot, but only after all allowable standard size interments have been completed for that particular grave lot.
  - a. 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.

### Dimensions of Marker Excluding the Base

	Width	Depth
Adult size single grave:	Minimum 60.96 cm. (24") Maximum 60.96 cm. (24")	30.48 cm. (12") 45.72 cm. (18")
Adult size two grave lot, 200 cm. (78.74")	Minimum 60.96 cm. (24") Maximum 111.76 cm. (44")	30.48 cm. (12") 35.56 cm. (14")

- 12. Two (2) bronze markers may be installed on a single granite base in accordance with the following provisions and specifications:



- a. 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.
- b. In the event both marker plaques are not installed at the same time, a single base will be substituted for a double base until the second memorial is ready to be installed.
  - i. Two bronze markers, each 60.96 cm. (24”) wide x 35.56 cm. (14”) depth, each with a round vase, installed on a granite base 142.24 cm. (56”) x 45.72 cm. (18”).
  - ii. Two bronze markers, each 60.96 cm. (24”) wide x 30.45 cm. (12”) depth, together with a single round vase assembled in the centre, installed on a granite base 157.48 cm. (62”) x 40.64 cm. (16”).
  - iii. Two bronze markers, each 60.96 cm. (24”) wide x 30.45 cm. (12”) depth, one below the other, with a single round vase assembled at the top of the base, installed on a granite base 71.12 cm. (28”) x 96.52 cm. (38”). Installation shall be completed by the Company and only after all allowable standard size interments have been completed for the grave lot. The Company is not responsible for the replacement of memorial products installed in the cemetery.
- 13. Markers for garden walls in designated areas 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.
- 14. Markers on small size children’s graves shall have the following minimum and maximum dimensions.
  - a. 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.

Dimensions of Marker Excluding the Base

Width	Depth
Minimum 26.03 cm. (10 1/4”)	22.86 cm. (9”)
Maximum 60.96 cm. (24”)	35.56 cm. (14”)

- 15. **Memorialized Cremation Space** - Only one (1) marker may be installed on a designated memorialized cremation grave space provided that it conforms to the uniform plan of the section as prescribed by the Company.
  - a. The marker size is controlled by the dimensions of the particular lot in order to ensure aesthetic standards and one (1) marker size are only allowed on those lot sizes so designated all in accordance with the following provisions:

### Dimensions of Marker Excluding Base

	Width	Depth
Cremation grave space	91.44 cm. (36")	121.92 cm. (48")
Bronze marker size:	40.64 cm. (16")	60.96 (24")
Other smaller dimension cremation grave spaces designated for ground memorialization –		
Bronze marker size	55.88 cm. (22")	25.4 cm. (10")
	Exception: Valley View 45.72 cm (18") x 22.86 cm (9")	

- b. 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 to the uniform plan of the memorial wall and cairn as prescribed by the Company.
  - c. On cremation grave spaces exceeding 91.44 cm. (36") x 121.92 cm. (48"), please refer to the cemetery office for specific memorial requirements.
16. Memorial Cremation Garden lot - Only one (1) marker may be installed on a designated memorialized cremation garden lot 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 and bases are only allowed on those lot sizes so designated all in accordance with the following provisions:

### Dimensions of Marker Excluding Base

	Width	Depth
Specific to: Hatley Memorial Gardens - Garden of Colwood C – Cremation Lot and Cedar Valley Memorial Gardens - Garden of Devotion – Singles		
Cremation Grave Space	76.20 cm. (30")	76.20 cm. (30")
Bronze Marker Size	20.32 cm. (8")	20.32 cm. (8")
Flat Granite Size	30.48 cm. (12")	30.48 cm. (12")
Other smaller dimensions: Memory Greene nature walk garden at Hatley Memorial Gardens – Edger lots		
Cremation Grave Space	45.72 cm. (18")	45.72 cm. (18")
Bronze Marker Size	22.86 cm. (9")	12.7 cm. (5")
Pillow Granite Size	33.02 cm. (13")	22.86 cm. (9")

17. All flower vases for ground installation which may be separate or integral to the marker, are to be
  - a. provided with a container so designated and of sufficient strength to protect the vase in an inverted position in the ground.
    - i. The container shall be on a resilient, corrosion-resistant material; and
    - ii. 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.
  - b. All types of separate flower vases must be installed in a granite or concrete base which surrounds the vase and container. The surface area of the base shall be square. The base materials, thickness, colour and fasteners shall conform to the specifications outlined in section D of these bylaws.
  - c. Only flower vases that can be inverted into the ground when it is not in use are permissible for permanent use on ground interments.
18. A separate or a personal memory vase may be installed on a lot in addition to a marker.
19. **Photographs** - Photographs may be attached to markers provided the following requirements are met:  
 Flush Markers - All images on flush bronze memorials must be cast in bronze; other photo images made of porcelain or resin are not acceptable.  
 Columbaria or Mausoleums Markers - Photographs are permitted and must conform to the design, material and standards of the building.
20. Two or four corner markers, maximum size 15.24 cm. x 15.24 cm. (6” x 6”) may be installed on each adult size lot. All corner markers must be inscribed with the lot number.
21. 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 with the following provisions:
  - a. A flower vase of a design approved by the Company may be installed on a niche front of columbarium buildings so designated;
  - b. Photograph cases of approved design may be attached to columbarium niches where size permits. Photograph proposals must be submitted for approval by the Company. See section D32.
  - c. Markers and flower vases shall be installed by the Company.
22. 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 Interment Rights Holder.
23. **Crypt Front** - A bronze marker may be installed on a mausoleum crypt

front or in mausoleums so designated, inscriptions and emblems may be etched on the granite insert, approved by the Company. It must conform to the uniform plan of the mausoleum as prescribed by the Company with the following provisions:

Inscription proposals including full specifications and layout must be submitted to the Company for approval.

#### Dimensions of Marker

	Width	Depth
Single or tandem crypt front	Minimum 60.96 cm. (24") Exception: Valley View Minimum 58.42 cm. (23")	35.56 cm. (14") Exception: Valley View 28.26 cm. (11.125")
Couch and double crypt front	Minimum 111.76 cm. (44")	35.56 cm. (14")

Bronze Frame Marker consists of a granite insert surrounded by a bronze frame, consistent with the style of the building. They may not be required to meet the components set out in D#2, D#4, and #D5 of these Bylaws.

24. a. A maximum of two (2) flower vases of a design approved by the Company, may be affixed to each crypt;
- b. A maximum of two (2) photograph cases of a design approved by the Company may be attached to each marker which is affixed to a crypt;
- c. A maximum of two (2) lamp holders of a design approved by the Company may be attached to niches.
25. Scrolls, corner markers, letters, flower vases, 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 the design, colour, size, material and location established for the mausoleum or columbarium to which they are to be attached.
26. Only an operator of the Company or the operator's staff employed by the Company may install in the place of interment a memorial marker purchased from a person other than the Company and the consumer will be charged a price that is no higher than the price that the Company charges for the installation of memorial markers of that type sold by the Company.
27. **Approval for Delivery and Installation:**
  - a. An application for installation provided by the Company 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.
  - b. No marker or vase shall be delivered to the cemetery until the application has been approved.

- c. 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.
  - d. The application may be submitted to the Cemetery Office by the Interment Rights Holder or the marker supplier on behalf of the Interment Rights Holder.
  - e. Approval of the application for installation is subject to an inspection of the marker and base by the cemetery property manager and to their discretion as to whether the memorial conforms to all regulations;
  - f. Deliveries will be accepted by the Cemetery Monday through Thursday during regular business hours and will be scheduled around interment services.
28. 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 the 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 paid in to the cemetery care fund as required by legislation.
29. Markers and vases from a supplier other than the Company will be accepted for inspection and installation during regular working hours Monday to Friday provided that they comply with these regulations and are delivered to the cemetery mounted on a base, ready for installation.
- a. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from an outside supplier for storage for a period longer than 30 days.
30. No marker shall be installed in the cemetery until all outstanding indebtedness to the company relating to the interment and the marker location has been paid in full.
31. Except as required in the course of regular maintenance, an interment or for non-payment, a marker shall be removed from a lot only on the written order of the lot owner and such removals shall be made by the Company only.
32. The Company will take all reasonable precautions to protect markers, vases 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 damages 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. To maintain Company standards and quality, all standard size monuments and monument foundations will be installed by the Company.
2. All monuments will be installed to conform to the approved monument standards and colour schemes of the garden within the cemetery. All monuments to be installed in areas of the cemetery so designated shall be of granite.
3. **Approval of Design and Installation:**
  - a. Approval of the application for installation is subject to the inspection of the monument and base by the cemetery Property Manager, and confirmation that the monument conforms to these bylaws, the specific garden standards and design requirements within the cemetery, and applicable 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 and consumers will be charged a price that is no higher than the price that the Company charges for the installation of memorials of that type sold by the Company;
  - b. after the application has been approved and complies with these bylaws, the monuments and vases supplied by a Monument Dealer will be accepted for installation and should be delivered to the service yard during regular working hours, Monday to Friday. All monuments will be pinned and set on the base at the time of delivery ready for installation;
  - c. if weather and ground conditions permit, the 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;
  - d. 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;
  - e. monument installation and inscription permit applications must be submitted on the form approved by the Company;
  - f. 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 to the Company. The submission has to be done by the Interments Rights

- holder or the Monument Dealer and has been approved by the Company in writing and all applicable installation fees paid in full;
- g. all foundations must be installed by the Company;
  - h. no monument shall be installed on a grave space until:
    - i. The application is approved in writing by the Company;
    - ii. the installation fee is paid;
    - iii. appropriate amount of payment is made to the cemetery care fund as required by legislation;
    - iv. all outstanding indebtedness to the Company relating to the interment and the monument location has been paid in full;
    - v. for all oversized monument installations, proof of three (3) million dollars liability insurance coverage and WCB coverage has been provided by the Monument Dealer.
4. **Inscriptions** - Inscriptions and design shall be carved 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.
- a. No inscription or ornamentation which in the opinion of the Company is inconsistent with the dignity of the cemetery or general community standards shall be placed on any monument;
  - b. Logos and/or company symbols are not permitted without written permission from the image owner. No lettering, engraving and/or logos shall be placed on the sides of any monument;
  - c. in the event that this provision is contravened, the Company may take any action it deems necessary including removal of the memorial, monument or inscription at the cost of the lot owner or its successor;
  - d. the composition of all bronze, plaques and letters shall conform to analysis as outlined in section D of these bylaws.
5. Not more than one (1) monument shall be erected on any lot.
6. **Dimensions of Monuments Tablets:**
- a. No tablet shall be less than 20.3 cm. (8") in thickness at its base and no less than 15.24 cm. (6") in thickness at its narrowest point;
  - b. monument tablets up to 152.4 cm. (60") in overall height must be a minimum of 20.3 cm. (8") thick at its base and no less than 15.24 cm. (6") in thickness at its narrowest point;
  - c. 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. The thickness of the tablet must increase by 5.08 cm. (2") for every 60.96 cm. (24") in height, or part thereof, over 187.9 cm. (74"). The tablet at its narrowest point shall be no less than 5.08 cm. (2") of the required thickness at its base;
  - d. in calculating the overall height of the monument, the height of the tablet plus base is to be included."

NOTE: Secondary tablets such as wings on either side of the main tablet cannot be less than eight (8) inches in width and six (6) inches in thickness.

- e. minimum tablet width is measured at the base of the tablet;
- f. the maximum width of an acceptable tablet 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

NOTE: A single base can be up to 4 inches less than the total width of adjoining lots owned

Width Of Lot	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")	91.4 cm. (36")
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")	106.7 cm. (42")

Width Of Lot	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")	91.4 cm. (36")
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")	106.7 cm. (42")

Width Of Lot	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")



- g. monuments proposed for installations on lots larger than 243.8 cm. (96") in width must be submitted to the cemetery 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;
  - h. 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. Book Marker or Pillow type of monuments will not be permitted. No monument shall have any uncovered vertical joint.
7. **Dimensions of Monument Bases:**
- a. 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.;
  - b. 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;
  - c. the base height will match the thickness of the tablet;
  - d. openings drilled into bases for flower containers and vases are discouraged due to the risk of winter frost damage. The Company will not be responsible for any damage that may occur to bases.
8. **Dowelling/Pinning:**
- a. In order to provide for a safe installation, a monument should be able to withstand a horizontal force of 45.36kg (100lb);
  - b. all monuments will be installed using a single dowel pin located in the centre of the monument and base to secure a tablet stone to its base;
  - c. dowel holes should not be more than .31 cm. (1/8") larger than the dowel itself, and all dowels must be of non-corrosive material and must be a minimum 1.27 cm. (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;
  - d. a separate top, pagoda or other types, shall be pinned to its tablet using non-corrosive dowel pins and epoxy.
9. **Foundation:**
- a. Concrete foundations are required for all monuments. They will

- be constructed by the Company at the Interment Rights Holder's expense. The foundation shall be built in the designated space and in the appropriate dimensions of the monument base according to the construction design for the section as prescribed by the Company.
- b. If incorrect dimensions and location 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 by the Company at the expense of the Interment Rights Holder.
10. **Work on Monument:**
- a. No monument shall be removed or subjected to restoration, repair, inscription or any other work until the Company has received and approved an application from the Interment Rights holder describing the work to be performed.
  - b. All work must comply with the existing cemetery bylaws as they may be approved from time to time.
  - c. If an outside supplier is providing the inscription, a full scale drawing showing all the details of the proposal must be submitted to the Company for approval prior to any work being undertaken.
11. **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.
12. **Monuments over Interments:** No monument may extend over the area where a grave opening has been or will be located.
13. **Monument Care:**
- a. No monument may be erected or placed on any lot until the appropriate payment is made to the Cemetery Card Fund as required by legislation;
  - b. Interment Rights Holders are required to keep proper repair, at their own cost and to the satisfaction of the Company, all monuments upon their lots;
  - c. if a monument becomes a risk to public safety because it is unstable, the Company may take any action necessary to remove the risk in each case at the expense of the Interment Rights Holder;
  - d. minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the Company to be normal wear.
14. **Articles of Ornamentation:**
- a. 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.
  - b. 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.

**15. Scope of Company's Responsibility:**

- a. The Company will take all reasonable precautions, to protect monuments and other property of Interment Right 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;
- b. 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.

## SECTION F

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### CREMATORIUM BYLAWS

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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. The right to authorize is as provided in the “Order of Priority” provisions of Section 5 of the Cremation, Interment and Funeral Services Act.
3. Each deceased individual delivered for cremation shall be enclosed in a casket or other container and it will be cremated in such a 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 pace-maker or any implanted mechanical life sustaining device, must be removed before the casket or container is delivered to the crematorium.
5. Transportation of the deceased to the crematorium must be in accordance with public health and general community standards and with appropriate liability insurance coverage.
6. After delivery to the crematorium, the casket or container shall not be opened by the crematorium staff without the written authorization of the Applicant/Legal Representative. The caskets or containers will only be opened by the Funeral Director or Transfer Service Operator engaged by the Applicant/Legal Representative and only as if directed by the Applicant/Legal Representative or a duly authorized representative.
7. 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 with the name of the deceased.
8. 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 will be placed with the cremated remains through all the cremation procedures and at the conclusion the disc is enclosed with the cremated remains in the primary urn or container.
9. 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.
    - a. Scheduling of all crematorium, cemetery chapel and committal room services is to be with the approval of the Company.
    - b. 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.
    - c. The use of the chapel/committal room and extra service requests may be subject to fees specified in the tariff of rates.
  10. 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 F, 9 of these bylaws);
    - b. for safety control purposes, a limit of up to six (6) designated witnesses may be permitted at 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.
  11. Arrangements may be made with the Company for services in the cemetery chapel/committal room, if a chapel/committal room is available (see section F of these bylaws).
    - 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. a licensed Funeral Director 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 at the Company's discretion;
  - 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.
12. 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.
  13. All services and cremations shall be consistent with the dignity of the crematorium, the cemetery and general community standards.
  14. 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.
  15. The unauthorized simultaneous cremation of more than one human remains within the same cremation chamber is specifically forbidden.
    - a. An Application may be made for the simultaneous cremation of a parent and infant and infants of the same family;
    - b. the authorized representative or legal custodian shall make an application for each human remains and shall exempt the Company from all liability for co-mingling of the products of the cremation process.
  16. 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 process 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. If the Applicant/Legal Representative'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.
    - c. Pre-authorization must be made by the same authorized Applicant/Legal Representative as for cremation and in the form provided by the Company.
  17. The Company will hold cremated remains pending instruction for final disposition.

- a. In a case where no person referred to in section 5(1)(a) to (k) of the Cremation, Interments and Funeral Services Act has claimed the right to control the disposition of cremated remains during the one (1) year period immediately following cremation, the cremated remains may be interred in a non-recoverable common grave in the Company cemetery, after all required conditions have been met. An invoice will be forwarded to the Applicant/Legal Representative for the prevailing charge.
  - b. Common ground is an area within the cemetery where no memorial may be placed on the ground. The Company will not guarantee that any particular urn or container of remains can be retrieved 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.
18. 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. The Company reserves the right to refuse to cremate without having to assign a reason.

## SECTION G

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### CONTRACTOR REQUIREMENTS

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1. A notice must be given to the Company before any monumental work is brought into the cemetery. No monument shall be delivered to the cemetery until the foundation is completed by the Company, and the work or erection of the monument can proceed forthwith.
2. **Contractors Performing Work in the Cemetery** - A contractor employed by the Company to install foundation and monuments, or to do any other work in the Cemetery shall have a signed contract and Health and Safety verification.
3. The contractor shall attach to the application, current proof of:
  - a. WSIB (Workers Compensation) coverage
  - b. Liability Insurance Coverage at a minimum of three (3) million dollars
4. **Behaviour:** The behaviour of all contractors and Monument Dealers within the cemetery shall be subject to the control of the Company and as approved by the Property Manager.
5. Contractors, masons and stonecutters must lay planks on the lots and paths over which materials are to be moved to protect them from injury.
6. Workers shall immediately cease work in the vicinity of a funeral until the service has concluded. 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.
7. No work may be performed except during the regular business hours Monday to Friday of the cemetery, unless preapproved by the Property Manager.
8. 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.
9. A contract worker who causes any damage or injury shall be held responsible for such damage or injury.
10. All rubbish and excavated material shall be removed from the cemetery by the contractor under the direction of the Company.