# PARK LAWN LIMITED PARTNERSHIP

Owned and operated by: **PARK LAWN CORPORATION**Established 1892

# **BY-LAWS**



RIVERSIDE CEMETERY AND CREMATORIUM

ETOBICOKE

SANCTUARY PARK CEMETERY

**ETOBICOKE** 

WESTMINSTER CEMETERY, MAUSOLEUM AND CREMATORIUM

NORTH YORK

FOREST LAWN MAUSOLEUM AND CREMATORIUM

NORTH YORK

HILLCREST CEMETERY

WOODBRIDGE

# HISTORY OF PARK LAWN LIMITED PARTNERSHIP

In 1892 Riverside Cemetery Company ("the Company") was established in Toronto. For over 100 years, the Company has been actively engaged in providing cemetery services within Metropolitan Toronto at Riverside Cemetery; one of west Toronto's finest and best cared for non-sectarian burial grounds and at its other properties.

The Company established Riverside Crematorium in 1965 within the ten acre Riverside Cemetery, after realizing the number of cremations to number of deaths was rapidly increasing.

In 1972, the Company acquired secluded Westminster Cemetery; a twenty-six acre established burial ground located in a picturesque setting in North York surrounded by parklands. Westminster Crematorium was established and began operations with the most modern cremation facility in Ontario three years later.

In 1977, the Company amalgamated with the owners of the 15 acre Sanctuary Park Cemetery across Royal York Road from Riverside Cemetery to form Westside Cemeteries Limited.

Forest Lawn Crematorium was built in 1980 on a portion of the land, where in 1911, Forest Lawn Mausoleum was established. This three acre property was acquired in 1977. The Forest Lawn cremation operation can be compared to Westminster Crematorium; in each case the latest improvements have been incorporated.

Hillcrest Cemetery in Woodbridge was acquired in 1984 to serve this fast growing area.

In 2002, Westside Cemeteries Limited was acquired by Park Lawn Cemetery and a new company was formed. Now, known as Park Lawn Limited Partnership, it will proudly carry on the traditions of the Company.

#### TABLE OF CONTENTS

HISTORY Inside Front Cover
Addresses & Telephone
General Information Page 2
Sales and Transfer of Lots
General Bylaws Page 4
Interments Page 5
Memorials Page 7
Rules for Monument Dealers Contractors & Workmen
Gardening and Planting Page 10
Visitors Page 11
Cremation Page 12
Disposition of Cremated Remains Page 13
Cremation Bylaws
Mausolea Definitions
Man Locations of Cemeteries Inside Rack Cover

#### PARK LAWN LIMITED PARTNERSHIP

# Owned and operated by: PARK LAWN CORPORATION

Established 1892

### **BY-LAWS**

#### RIVERSIDE CEMETERY AND CREMATORIUM

1567 Royal York Road Etobicoke M9P 3C4

Tel: (416) 241-0861 Fax: (416) 243-8824

#### SANCTUARY PARK CEMETERY

1570 Royal York Road

Etobicoke M9P 3C3

Tel: (416) 244-9891

Fax: (416) 243-8824

### WESTMINSTER CEMETERY

MAUSOLEUM AND CREMATORIUM 5830 Bathurst Street (North of Finch Avenue)

North York M2R 1Y6

Tel: (416) 665-2015

Fax: (416) 665-0751

#### FOREST LAWN MAUSOLEUM

AND CREMATORIUM

4570 Yonge Street

North York M2N 5L6

Tel: (416) 225-3345

Fax: (416) 225-6005

#### HILLCREST CEMETERY

Woodbridge

(Mailing Address)

1567 Royal York Road

Etobicoke M9P 3C4

Tel: (416) 241-0861

Fax: (416) 243-8824

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#### **GENERAL INFORMATION**

Care and Maintenance: Our cemeteries are carried on under a Care and Maintenance Plan. All interment rights in lots, crypts and niches sold are covered by this plan. The Care and Maintenance amount received from the sale of lots, crypts, niches and markers is placed in a trust with a corporation registered under the Ontario Loan and Trust Corporations Act, and is invested in bonds and other securities. The income derived therefrom is generally available for the care of the properties.

Change in Bylaws: The Company may from time to time change, modify or repeal these bylaws or parts thereof in such manner as will best serve the interests of the properties under its care. Where it can be done without detriment to the interests of others, the Company may temporarily suspend or modify any bylaws without affecting their general application or enforcement.

The Company may alter the boundaries or grading of any section or portion of a cemetery from time to time and may modify or change roads, drives and walks. It also reserves the right to lay, maintain, operate, alter and change from time to time lines or gutters for water supply and drainage systems and generally to use the entire property for cemetery purposes with right of ingress and egress over lots for all purposes for the proper maintenance and care of the cemetery, subject to approval of the proper Ontario Ministry where necessary.

The Company shall not be responsible for the replanting or replacing in the event of the destruction of or damage to plants, shrubs or trees from causes other than negligence on the part of the Company. Its liability, if any, shall be fully satisfied by a reasonable effort to correct the same or by refunding monies paid to and received by it.

The Company reserves and shall have the right to correct any errors that may be made in cemeteries under its control, in making interments, disinterments or removals, or in the description, transfer, or conveyance of any interment rights, either by canceling such conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or by refunding the amount of money paid on account of the said purchase. In event the error shall involve the interment rights holder of said property should be notified and permission to correct the error obtained. The Cemetery shall also have the right to correct any errors in inscription, and, without limiting the generality of the foregoing, the inclusion of an incorrect name or date, either on a memorial or a container for cremated remains.

All notices required to be given to interment right holders may be given personally to the holders or may be mailed to the holders or their legal representatives, at their last post office address appearing in the books of the Company.

#### In these bylaws:

- 1. "Company" means Park Lawn Limited Partnership.
- "Interment Rights Holder" shall include heirs, executors and administrators of the Interment Rights Holder.
- 3. "Lots" shall mean sub-divisions of lots and shall also mean single graves, garden crypts or columbarium niches.
- 4. "Graves" shall mean any burial space sufficient for an adult.
- "Crypt" means an entombment space designated for the permanent deposit of one casket containing human remains.

#### SALE AND TRANSFER OF LOTS

#### -6. INSTALLMENT PLAN:

Interment rights ("rights") may be purchased on an installment plan and in advance of need.

#### 7. PRICES AND TERMS:

Rights in lots, crypts, niches, urn garden spaces and single graves for burial shall be sold at such prices and on such terms as may from time to time be fixed by the Company. Where sales are made on the installment plan, no interment shall be made therein until the purchase price has been paid in full, in addition to the usual interment charges. No Certificate shall be given until the purchase price is paid in full. No monument or marker shall be erected until the Certificate for the lot has been issued.

#### 8. FORM OF CERTIFICATE:

Interment rights in lots, crypts and niches shall be conveyed by such form of Certificate as may from time to time be adopted by the Company and approved by the Ministry. Such Rights of Interment Certificates shall be subject to the existing regulations and such regulations as may from time to time be determined by the Company, as if embodied therein in full.

#### 9. NOTICE OF TRANSFERS:

The Company permits the public sale of interment rights. To ensure the correctness of records of ownership of rights and interments, no sale or other transfer of rights or of any interest therein, shall be binding upon the Company until a transfer has been lodged with the Company which notice shall specify the name, address and any other applicable description of the proposed transferee, and such particulars shall be recorded in a Register kept for that purpose. All applicable paperwork must be completed and given to the Company before any transfer can take place. Upon acceptance of all changes a new Interment Rights Certificate will be issued to the transferee. Any and all costs, including transfer fees, must be paid in full before a transfer can take place. No transfer will be deemed complete until the Company has been notified.

#### 10. PROOF OF INHERITANCE:

As soon as possible after the death of an interment rights holder, ("holder"), or after the death of any one of the holders if the rights are in the name of more than one, the matter of future ownership and authorizations as to permission for further burials should be taken up with the Company. The governing document will be the deceased's Will which appoints an executor and may contain specific directions, or where no will can be found, Letters of Administration under which someone is authorized to act by a court.

#### 11. REMOVAL OF MEMORIAL WREATHS:

In order to preserve the proper appearance of the grounds, memorial wreaths may be placed on a lot from November 1st in each year to March 31st of the following year; after such date the Manager of each cemetery shall have them removed.

# 12. REMOVAL OF MEMENTOS, DECORATIONS AND OBJECTS:

To ensure neatness and to preserve the beauty of the cemeteries, the Manager of each cemetery shall have supervision of flowers and other removable mementos and objects placed upon crypts, graves and lots, and when it is necessary or desirable to remove same, shall do so.

#### 13. RUBBISH PROHIBITED:

Rubbish shall not be thrown on roads, walks or any other part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, and rubbish.

#### 14. FENCES, RAILINGS, HEDGES PROHIBITED:

Fences, railings, walls, cut-stone copings and hedges in or around lots are prohibited.

#### 15. MAINTENANCE OF MONUMENTS AND MARK-ERS:

While the Company is obliged to maintain all monuments, markers, and memorials ("markers") to ensure the safety of the public and to preserve the dignity of the cemetery, all other repairs and maintenance of markers is the responsibility of the holders.

#### 16. MONUMENT OUT OF REPAIR:

The Manager of each cemetery shall from time to time make note of any lot upon which markers, foundations or other structures are out of repair. Notice will be made to the Rights holder in writing of the fact and that the Company may take such action as it considers appropriate to ensure the safety of the public and preserve the dignity of the cemetery.

#### 17. IMPLEMENTS TO BE REMOVED:

Implements or materials used in doing any work within a cemetery by a holder shall be removed without delay and if this is not done the Manager of the cemetery may remove the same and charge any expense to the holder.

#### 18. GRADING OF LOTS:

No holder shall change the grading of any lot and in case of any such change the Company may restore the lot to its original grade, at the expense of the holder.

#### 19. CUTTING SOD AND MOVING MARKERS:

No person, unless authorized by the Manager, shall make any walk, cut any sod or move corner posts or markers in a cemetery.

### 20. CANDLE HOLDERS, CHAIRS, WIRE AND IRON WORK:

Candles and in ground candleholders are only permitted in designated locations adjacent to or on the base of an upright monument, and must not pose a safety concern. Samples are available in the cemetery office.

In areas where only flat markers are permitted, candleholders may be incorporated on a granite base in the memorial space on the lot.

No chair, wooden or wire trellis, arch or iron rods, pottery, glass, cellophane or similar articles shall be brought to or left upon any part of a cemetery.

#### 21. SATURDAY FUNERALS:

No Saturday funerals will be allowed in a Cemetery after 11:30 a.m. unless the committal service is being held in the cemetery chapel, which closes to funerals at noon.

#### 22. COMPANY NOT RESPONSIBLE:

The Company shall take reasonable precautions to protect the property of the holders but it assumes no liability or responsibility for the loss of, or damage to any marker, or part thereof or of any article of any type that may be placed on any lot, grave, crypt or niche.

#### INTERMENTS

#### 23. BURIAL PERMIT:

A burial permit issued by the appropriate authority showing that the death has been registered, must be deposited with the Manager, before interment may take place. Payment must be received for the burial fee as well as for the rights in the space being utilized before the interment may take place.

#### 24. EMPLOYEE MUST BE PRESENT:

An employee of the Company must be in attendance at each interment.

#### 25. INFORMATION REQUIRED:

In each case of burial, a written statement giving the name, place of birth, late residence (with street address, if any), age, date of death of the person to be interred, the name of the funeral director or transfer service must be furnished so that an accurate register may be kept by the cemetery. The type of outside case must be described, and the location of the grave to be opened should be accurately designated by a diagram drawn on the back of the statement, should it be out of the ordinary. The Company cannot be responsible for any errors resulting from incorrect information or lack of specific information.

#### 26. TELEPHONE ORDERS:

Where orders for interments are given by telephone, the Company will not be responsible for any errors or misunderstandings that may arise. The telephone order must be confirmed in writing before the interment takes place and signed by a licensed cemetery representatives as well as by the interment rights holders or their legal representatives.

#### 27. NOTICE REQUIRED:

Notice of each interment to be made shall be given to the cemetery office at least eight business hours previous thereto. The Cemetery cannot be responsible for having graves prepared for funerals unless such notice is given.

#### 28. CHARGES INCURRED:

Persons ordering rights or interments are responsible for charges incurred.

#### 29. WRITTEN ORDER FROM HOLDER NECESSARY:

No interment shall be made without the written order of the holder or the legal representative of the holder on the interment form delivered to the office of the Cemetery in which the interment is to occur.

#### 30. DEPTH OF EARTH OVER INTERMENT:

The outside container must be covered to a depth determined from time to time by the Cemeteries Act or the Regulations thereunder.

#### 31. OPENING OF GRAVES:

No grave will be opened for interment or disinterment by any person not in the employ of the Company.

#### 32. NUMBER OF INTERMENTS IN ONE GRAVE:

As a general rule one interment is permitted in one grave, except in certain designated areas where two interments may be made in a grave; in such cases this condition will be noted on the receipt and an extra charge may be made for the first interment.

#### 33. CONTAGIOUS DISEASES:

The remains of persons dying from contagious diseases are not to be disinterred except when the Medical Officer of Health, or other public officers having authority at the time, approve of the disinterment and prescribe such procedures or precautions as they consider necessary. The disinterment, in accordance with such procedures or precautions, will be made at the expense of the person applying.

#### 34. INCLUDED IN INTERMENT FEE:

The interment fee includes the opening and closing of grave, use of lowering device and earth cover and other necessary services.

#### 35. ANIMALS:

Animal bodies shall not be placed in a cemetery.

### 36. INTERMENTS ON SUNDAYS AND STATUTORY HOLIDAYS:

Except in cases of extreme necessity, such as danger of contagion or infection, or in case of an epidemic, interments or entombments shall not be made on Sundays or Statutory Holidays, unless by order of the local health authorities or the Board of Directors of the Company. The Statutory Holidays are: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing day.

#### 37. **DISINTERMENTS**:

Must be authorized by the Cemetery Manager.

No disinterment shall be made without the written consent of the local Medical Officer of Health and the interment rights holder, except on an order from a Court or as provided in the Cemeteries Act and the Regulations thereunder.

#### 38. INCLEMENT WEATHER:

In inclement weather the chapel may be used for a committal service where available after which the interment will take place at the discretion of the Manager of the Cemetery.

#### 39. CLOSED CONTAINER:

A Funeral Director must close the casket or container before it is lowered into the grave.

A body delivered to a cemetery for burial must be delivered in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of sufficient strength as to be equal in minimum weight to 3/4 inch (19.05 millimeters) of pine.

#### 40. MONUMENTS AND MARKERS:

Applications for foundations must be made in writing to the office of the Cemetery and signed by the lot owner and the monument dealer. Design of the monumental work to be erected with dimensions shown, the material and finish of each part specified must be submitted to the Manager and receive approval before orders for foundations will be executed. A monument should be designed with reference to its surroundings, consideration being given to the size and design of others near at hand.

41. Flat markers only will be allowed except in the area designated by the Company where a choice of either upright or flat markers will be allowed. Flat markers must be placed level with the ground not bigger than 30" x 24" per single grave, and not bigger than 54" x 24" on a two grave lot. Flat markers must be a minimum of 4" thick, and not more than a maximum of 6" thick. Only markers of granite or bronze are allowed.

In the upright memorial section, monuments for a single grave may have a maximum base of 30" x 14" x 6", and the die may be between a minimum 24" and a maximum

30" high and not less than 6" thick. Memorials for two grave lots must have a minimum base of 36" and not more than 60" x 14" x 6"and the die may be between a minimum of 30" and a maximum of 36" high and not less than 8" thick.

Free standing Crosses are not allowed.

Monuments shall be made of granite only, and rock edges are not allowed.

- No artificial or perishable material nor sandstone or limestone shall be allowed in a monument.
- 43. Only one monument shall be permitted on any lot.
- 44. No monument shall be less than six inches in thickness at its narrowest point and monuments eight inches in thickness shall not exceed three feet in height including base.
- 45. The foundation of the monument must be not less than the area of the base of the monument and if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt at the monument dealer's expense failing which the lot owner will be responsible for payment.
- 46. All foundations shall be put in by the Cemetery who shall perform all work in setting markers or preparing for erection of the monument and the charge of same shall be in accordance with the schedule of charges issued from time to time. Payment for foundations must accompany the order, which must be received at least fifteen days before setting is to be commenced. All orders must be signed by the lot owner.
- 47. Interment Rights Holders and monument dealers should always ascertain from the Cemetery as to whether markers are placed at the head or foot of the grave.
- 48. SHARED MEMORIALS, MEMORIAL WALL, INFANT & CHILDREN AND CREMATION LOTS:

#### (a) SHARED MEMORIALS

The purchase of interment rights in a lot, which includes a monument provided by the company, permits the purchaser the use of the face of the monument adjoining the lot for memorialization purposes, subject to the following conditions:

All inscriptions are subject to approval of the Manager.

If a monument dealer is providing the engraving, a full scale drawing showing all the detail of the proposal must be submitted to the Manager for approval prior to any work being undertaken. The holder will be held responsible for any costs, which arise when improper or unapproved work is undertaken, and any damage to the cemetery or another holder's property results.

#### (b) MEMORIAL WALLS

The purchase of interment rights in a lot on the wall, which includes the bronze marker provided by the company for attachment to the wall, is subject to the following conditions.

All inscriptions are subject to the approval of the Manager.

Attachment of the bronze marker to the wall must be completed by Company staff.

# (c) FLAT MARKER FOR INFANT AND CHILDREN GRAVES

Markers are allowed up to a maximum of 20" x 12". Markers must be granite or bronze set flush with the ground.

#### (d) CREMATION LOTS

Cremation lot markers must be granite or bronze up to a maximum of 16" x 10" set flush with the ground.

#### 49. ORDER FOR REMOVAL OF MARKERS:

When any marker, memorial or structure of any kind is to be removed, any inscription is to be made or cleaning done, the Company will allow such work to be done only when application has been made in writing by the interment rights holder with a description of the work proposed.

#### 50. INSCRIPTION:

No inscription shall be placed on any monument, marker or tablet, which is not in keeping with the dignity and decorum of the Cemetery. No lettering will be allowed on the side of a monument facing an adjoining lot where there is not room for a grave between the monument and the boundary of the lot.

#### 51. CORNER POSTS:

The holder may on the receipt of the Certificate, at the expense of the holder, have an official of the Company place bronze or granite land marks six inches (15.5 centimeters) square and not less than six inches (15.5 centimeters) deep, dressed on all sides and bearing the lot and section number or initial legibly and permanently marked thereon at the corners of the lots assigned to the holder, such posts to be set flush with the ground.

#### RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKMEN

#### 52. PERMISSION TO EMPLOY CONTRACTORS:

A contractor employed to erect mausolea or monuments or to do any other work in a cemetery shall first present an application at the cemetery office signed by the holder, requesting permission to employ such contractor to do the work therein specified. Such application shall designate the plot, section and lot.

An inspection fee shall apply to contractors and charged at such price and on such terms as may from time to time be fixed by the Company and filed with the appropriate Ministry.

NOTE: Any person working in a cemetery must provide a certificate of Liability Insurance as well as proof of coverage by Workers' Compensation.

#### 53. WORKER'S BEHAVIOUR IN CEMETERIES:

The conduct and behavior of all workers employed by others upon cemetery property shall be subject to the control of the Manager. Contractors, masons and stonecutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect lots and paths from injury. Such workers shall cease work in the vicinity of a funeral until the conclusion of the service. Such workers will not be allowed to work on the grounds Sundays or Public Holidays, after 5:00 p.m. on weekdays or after 12:00 p.m. Saturdays, without the written permission of the Manager. Heavy loads shall not be permitted in the cemetery when the roads are in an unfit condition.

#### 54. **DELIVERY TO CEMETERIES:**

Notice must be given at the cemetery office before any monumental work is brought into the cemetery. No monument work, except markers, shall be delivered to the cemetery until the foundation is completed, and until the contractor is ready to proceed with erecting the monument.

#### 55. ADVERTISING:

Canvassing for orders or distributing business cards in our cemeteries is forbidden.

#### GARDENING AND PLANTING

- 56. Lot owners are permitted to have flowerbeds. The planting area must not exceed the width of the lot or extend more than 24" from the memorial. If a memorial does not exist, then the memorial space of the lot would apply.
- 57. Persons planting flowers shall properly care for same during the growing season and remove them after the first frost leaving the bed in a neat and tidy condition.
- 58. The Company reserves the right to remove any trees, shrubs or flowers and remove or lay sod/seed where it is in the best interest of appearance for the cemetery. Cemetery procedures will from time to time require the removal of plantings; the company will not be held responsible for replacing these plantings.
- Any flowerbed not planted by June 15th may be sodded /seeded by the Cemetery.
- No trees, shrubs, flowers or cuttings of flowers may be removed without permission of the manager.

- 61. Vases and urns are permitted on any lot. To satisfy safety and maintenance concerns, these must be made of non-breakable material and be located next to the memorial. Where a memorial does not exist, the memorial space of the lot would apply. Cemetery procedures may call for the removal of these items. The Company will not be held liable for any article placed on a lot.
- 62. Wreaths and artificial flowers are permitted from November 1st through April 1st. After April 1st, wreaths and artificial flowers will be removed and disposed of by the Cemetery.
- 63. The cemetery will provide borders for a charge: fences, railings, walls, cut stone copings, and hedges in or around lots are prohibited. The Company will remove all borders that pose any safety or maintenance concerns.
- 64. Rubbish must be deposited in designated areas.

#### **VISITORS**

65. Visitors are always welcome at the cemetery, mausolea, columbarium and chapels during the posted visiting hours. They are asked to remember the respect due to the deceased.

#### 66. ORDERS AND DECORUM:

The cemetery staff is empowered and is required to preserve order and decorum in the cemeteries.

#### 67. PARADES:

No parades, other than funeral processions, shall be admitted to or organized within a cemetery.

#### 68. MEMORIAL SERVICES:

The Company may permit public memorial services of a sacred nature within a cemetery, but not more than one such service shall be conducted in each cemetery at the same time, and all such services shall be conducted in a quiet, decorous and reverent manner.

#### 69. CHILDREN:

Children under the age of twelve years are not admitted to the cemetery, mausolea, crematorium or columbarium unless accompanied by an adult, who is responsible for their conduct.

#### 70. PHOTOGRAPHS:

Photographs shall not be taken of any part of the cemetery, mausolea, columbaria or crematoria without permission in writing from the Manager.

#### 71. **COMPLAINTS:**

Any complaints by holders or visitors must be made at the cemetery office to a family service counsellor, and not to workers on the grounds. Controversies with workers or others on the cemetery grounds are to be avoided.

#### 72. VEHICLES:

Vehicles within the cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the avenues. Owners of vehicles are responsible for any damage.

#### 73. TURNING ON AVENUES:

Automobile drivers and others shall not turn their vehicles on the avenues but shall drive around the section on their way out of the cemetery.

#### 74. PICNICS:

Picnics are not permitted on the cemetery grounds.

#### 75. DAMAGE TO PROPERTY:

No person shall break or remove any flowers, either wild or cultivated or any tree, shrub or plant, or write upon, deface or in any way damage any monument, marker, fence or other structure or property in the Cemetery.

#### 76. IMPROPER CONDUCT:

Any person disturbing the quiet and good order of the cemetery, mausolea, crematorium or columbarium by noise or other improper conduct or who violates these bylaws, will be expelled from the cemetery grounds.

#### 77. **DOGS**:

Dogs are not allowed in the cemeteries, columbaria, crematoria or mausolea.

#### 78. BICYCLES:

Bicycles and motorcycles must be operated in a safe and proper manner in the cemeteries.

79. Snowmobiles are not allowed in the cemeteries.

#### **CREMATION**

#### THE CREMATION PROCESS

Riverside Crematorium and Forest Lawn Crematorium each contain a Chapel available to all faiths and all or any part of a funeral service may be performed in the Chapel. The casket or container rests on a catafalque or church truck until completion of the service and is not removed to the cremation area until all concerned have left the Chapel.

Cremation always takes place in the closed casket or container in which the remains are received from your funeral director or removal service.

In the actual process of cremation the closed casket or container is placed into the gas fired cremation chamber. In approximately two hours the remains are cremated.

The cremated remains weigh about 2 kg. after processing and are carefully placed in a temporary container. The final disposition of the cremated remains is to be given on our Application/Contract for Cremation.

# DISPOSITION OF CREMATED REMAINS

#### COMMON GROUND INTERMENT

If it is the wish of the next of kin that the cremated remains be kept at the Crematorium, interment in Common ground in the Cemetery is available. Remains may not be recovered after interment in Common Ground. Cremated remains that are to be interred in Common Ground will be retained at Riverside, Forest Lawn, or Westminster Crematorium for 60 days and then interred.

#### CREMATION INTERMENT LOTS AND URNS

An urn is a container in which cremated remains are permanently retained. Our display selection of urns ranges from the most simple box type to cast bronze or ornamental marble with various inscriptions available.

Cremation interment lots, prices of which are available upon request, are provided in different sections of Park Lawn Cemetery, Riverside Cemetery, Sanctuary Park Cemetery and Westminster Cemetery.

Cremation Lots will accommodate up to two sets of cremated remains. Cremated remains may be interred in a single grave lot with an earth burial.

"Columbarium" (niches for above ground permanent custody of cremated remains in urns.)

Columbarium niches are provided both indoors and outdoors for single or double inumment and are faced with a protective and ornamental front of glass (where the urn is exposed to view) bronze, marble or granite. Prices are available upon request.

#### **MEMORIALIZATION**

A memorial is a focus for memories. Small bronze plaques, inside or outside niches, tasteful urns of all kinds and cast bronze sculptured urns, also pictures of those to be remembered, are part of our memorial section.

#### ARRANGING CREMATION

Cremation in Ontario is arranged at need in the usual manner through a Funeral Director or transfer service of your choice who will provide necessary forms.

It is always advisable to prearrange when emotions are under control. For those who wish, we will accept prepayment for our cremation services, which is deposited into our Pre-Need Trust Assurance Funds held by a trust company and not withdrawn until our service has been performed.

In Ontario, the disposition of your body is at the discretion of your legal representative. Other written instructions are only advisory and not binding. Accordingly, those interested in cremation should let their legal representative and family know ahead of time.

#### OTHER INFORMATION

Riverside Crematorium, Forest Lawn Crematorium and Westminster Crematorium may be visited during normal business hours and otherwise by appointment with our Manager providing there is no cremation in progress or service about to take place.

Each Manager's office is open during normal business hours and our personnel will be glad to supply any other information concerning cremation or memorialization that you may require

Care and Maintenance is included in the price of every cremation interment lot and columbarium niche since a portion of your purchase price is deposited with and administered by a trust company to assure future care.

#### **CREMATION BY-LAWS**

- 80. Before cremation may take place at Forest Lawn Crematorium, Riverside Crematorium or Westminster Crematorium, a Cremation Contract, Coroner's Certificate and Burial Permit must be delivered to the Crematorium office.
- 81. A body of a deceased person delivered to Forest Lawn Crematorium, Riverside Crematorium, and Westminster Crematorium will be cremated in the closed casket or container in which it is received. The casket or container must be of wood or other readily combustible material, and the human deceased body is the only allowable content in the container.
- 82. Our Managers reserve the right to refuse to cremate where a body is enclosed in a casket or container made of asbestos, bronze, fiberglass, plastic, steel or any other substance which may impair or cause damage to the cremation retort or difficulty in the cremation process. All noncombustible material will be removed and disposed of by the crematorium.
- 83. Cremated remains will be placed in a temporary cremation container which will be furnished by Forest Lawn Crematorium, Riverside Crematorium, and Westminster Crematorium without additional charge and which may be left at the Crematorium for a period of 60 days following cremation. If instructions satisfactory to the Crematorium respecting the disposition of the cremated remains by the Crematorium are not given on the Cremation Contract, the remains shall be placed in Common Ground. The fee for interment and recovery of remains from Common Ground shall be at the rates on the Price List in effect at the time.
- 84. The fee for cremation includes cremation, supply of sealed container and shall be at the rates on the Price List in effect at the time and does not include the use of the Chapel for committal services.

- 85. No cremation will take place until the charges are paid.
- 86. No cremation will take place on Good Friday, Christmas Day or Boxing Day except where a local Board of Health or regulatory agency directs that a body be cremated forthwith.
- 87. Floral tributes will not be received in the Crematorium but provision will be made for their display on the adjoining grounds. After the service floral tributes will be removed.
- 88. Persons under the age of 12 years shall not be admitted to the Crematorium except under the supervision of a person 18 years of age or over who is responsible for their conduct
- 89. The charge for the interment of cremated remains shall be at the rates on the Price List in effect at the time.
- 90. All urns shall be properly sealed. The design material and/or the inscription on urns must be approved by the Manager of the Crematorium unless they are to be interred.
- No scattering of cremated remains in our Cemetery is permitted in any area.
- 92. For the purpose of determining charges for cremation under our Price List, a child shall be considered to be a person 5 years of age and under, a youth shall be considered to be a person from 6 to 10 years of age and an adult shall be considered to be a person 11 years of age and over.
- 93. All the General By-Laws of the Company shall apply to the respective Crematorium therein in so far as the nature of the case permits.

#### 94. COLUMBARIUM NICHES:

The Company must order lettering on all columbarium niche fronts.

The Company must order engraving of urns or nameplates in some designated glass fronted niches.

Personal affects may be placed inside niches at the discretion of the Cemetery Manager.

Cut flowers, potted plants and artificial flowers will be allowed in front of niches in appropriate containers. Flowers will be discarded when they become faded or unsightly.

No attachments will be allowed on niche fronts.

#### **MAUSOLEA DEFINITIONS**

#### APPLICATION OF THE BY-LAWS

These by-laws adopted by the Company are for the common good of all holders of interment rights in crypts and the preservation of the natural beauty of the structure. For the purposes of the following sections the ensuing definitions apply.

#### **CRYPT**

"Crypt" means an entombment space designed for the permanent deposit of one casket containing human remains, which following such deposit shall be sealed with a masonry seal, and this seal shall not subsequently be broken or the crypt opened except under the authority of the interment rights holder, the local Medical Officer of Health, an Order of the Attorney General for Ontario or a coroner who has issued his warrant.

#### **ENTOMBMENT**

"Entombment" means the permanent placement of human remains in a crypt, which is then sealed.

#### HOLDING OF INTERMENT RIGHTS

"Holding of Interment Rights," means only the grant of entombment to a purchaser and the privilege to provide an approved style of inscription on the crypt front.

#### 95. RIGHT TO ENTOMB:

- a) The issuance of a holder's Certificate by the Company conveys the right and privilege of entombment of human remains to the number expressed by the number of crypts set out in the certificate.
- b) The cremated remains of one adult or one child in an urn or other suitable container may be entombed in a crypt in place of a casket.

# 96. PROOF OF INHERITANCE OR SUCCESSION OF OWNERSHIP:

Upon the death of a crypt holder, the entombment right in any unused crypt is under the control of the executor or administrator of the deceased's estate. Executors or Administrators should notify the Manager of the new ownership of the rights in any unused crypts by forwarding notarized copies of the Will and the appropriate transfer fees.

# 97. REMOVAL OF REMAINS AND OPENING OF CRYPTS:

In accordance with the requirements of the Company, crypts in use may not be opened nor any human remains be removed from a crypt without:

(a) the written permission of the registered crypt holder, the Company's knowledge, and an order from the local Medical Officer of Health, who will also arrange for the appropriate supervision of the removal; or

- (b) the order of a court of competent jurisdiction; or
- (c) the order of the Attorney General or Solicitor General for Ontario or
- (d) the order of a coroner.

#### 98. ENTOMBMENT:

- (a) No entombment will be permitted in any crypt where there are outstanding fees or service charges.
- (b) No entombment may take place unless the body is received in a substantially constructed casket or other suitable container.
- (c) A crypt liner or casket sealer, of a type approved by the Company, shall be required when placing disinterred remains in a mausoleum crypt.

# 99. FLORAL MEMORIALS AT MAUSOLEA COMMITTAL SERVICE:

Three floral memorials shall be permitted in the chapel during committal services. Additional floral memorial pieces may be displayed in the area designated by the Manager adjacent to the Mausoleum building or roadway for 48 hours after the funeral.

#### 100. INSCRIPTIONS ON CRYPT FRONTS:

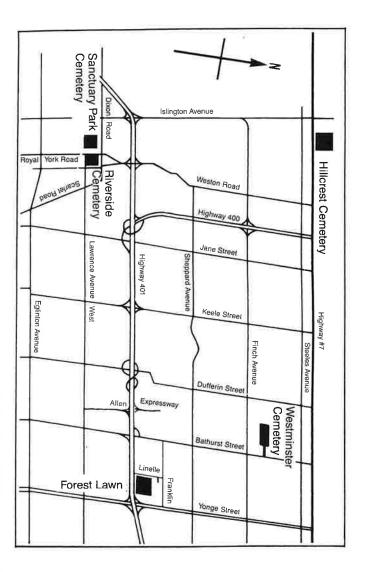
- (a) All inscriptions on crypt fronts shall be executed by the Company to the standard design and sizes approved by the Company, a sample of which is on display at the cemetery office.
- (b) Only one bronze plaque with dimensions 24" x 14" on a single mausoleum crypt and 24" x 18" on a double mausoleum can be installed on a mausoleum crypt front.
- (c) No Persons, other than the employees of the Company shall remove or disturb crypt fronts.

#### 101. ORNAMENTATION AND PHOTOS:

- (a) Not more than two porcelain or photoplex pictures in bronze frame of size 9 cm. x 12 cm. only in oval shape as per samples on display at Cemetery office may be installed, each to commemorate one person. The Company assumes no responsibility for damage to pictures.
- (b) Candleholders: Must be of bronze material and size as per samples on display at the office. Not more than one candleholder can be installed per mausoleum crypt front.
- (c) Vases: Only two bronze material vases and size as per samples on display at the cemetery office can be installed on the crypt front.
- (d) Bronze Crosses: Only one bronze cross as per sample on display can be installed on the crypt front.

#### 102. FLORAL MEMORIALS:

- (a) Floral tributes will be disposed of 48 hours after the entombment.
- (b) All flowers must be placed inside the vases attached to the mausoleum crypt front. Artificial flowers are permitted all year. Cut flowers are permitted only from April 1 to October 31. No flowers or any other articles can be placed on the mausoleum sidewalk or floor, as it is an obstruction.
- 103. The Cemetery shall not be responsible for loss of flowers or ornaments on mausoleum crypt fronts.
- 104. The Cemetery reserves the right to prevent or remove any object which is injurious to the general good or appearance of the Cemetery.
- 105. No ornament or decorations other than those mentioned and in numbers indicated will be permitted.
- 106. The Cemetery staff only, may install bronze decorations, or any articles or work to be performed on mausoleum crypt front.
- 107. Nothing to be placed on a crypt panel that overlaps another crypt panel.
- 108. Shelves are not permitted.
- 109. Plastic candles are not allowed nor candles that are too large to fit inside the candleholders.
- 110. Cemetery is not responsible for objects attached to the crypt fronts by interment rights holder that are lost or stolen.



Please read this booklet. It contains the Bylaws referred to in the Certificates and Receipts, which are issued for interment rights in lots, graves, crypts, niches and urn garden spaces. These bylaws are based on over one hundred years of experience in cemetery management by the Company. Their sole object is the protection and beautification of burial places under the care of the Company and to ensure that no deterioration of the present aesthetic qualities take place. It is with the utmost confidence, therefore, that the Board of Directors of the Company appeals to the interment rights holders and the public to help them in furthering this objective by observing the Bylaws.