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**PINECREST
REMEMBRANCE**

Services Ltd.

COLE FAMILY OWNED SINCE 1924

Foreward

Please read this booklet. It contains the By-laws referred to in all Cemetery and Crematorium Documents: Pricelists, Contracts, and Interment Rights Certificates. It is important interment rights holders and others using the grounds or services available understand these by-laws. By Laws are based on over seventy five years of experience in cemetery management by Pinecrest Remembrance Services Ltd. (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 (the “Board”) of the Company appeals to the interment rights holders and the public to help them in furthering this objective by observing the following By-laws.

THESE BY-LAWS COVER THE FOLLOWING CEMETERIES
and CREMATORIUM OWNED OR OPERATED BY
PINECREST REMEMBRANCE SERVICES LTD.
(CEMETERY OPERATOR)

Pinecrest Cemetery & Crematorium

2500 Baseline Road, Ottawa, Ontario K2C 3H9
Tel: 613-829-3600

Highland Park Cemetery

2037 McGee Side Road, Carp, Ontario K0A 1L0
Tel: 613-831-4600

Merivale Cemetery

1884 Merivale Road, Ottawa, Ontario K2G 1E6
Tel: 613-829-3600



Glossary

AT-NEED CEMETERY SUPPLIES AND SERVICES:

Cemetery supplies and services which are purchased and provided after a death has occurred.

BURIAL:

The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

BY-LAWS:

The rules and regulations under which the Cemetery and Crematorium operates.

CARE AND MAINTENANCE FUND:

It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of lots, markers and monuments at the Cemetery.

CASKET OR COFFIN:

A container into which a body is placed prior to interment, entombment, or cremation; may be made of wood, or fiber-board.

CEMETERY:

The lands owned by the Company and set aside for the interment, entombment, scattering, cremation, and commemoration of human remains and includes all buildings, roads, paths, and other areas within the boundaries of the lands.

CEMETERY SERVICES:

Services available at the cemetery, such as interments, entombments, disinterments, disentombments, cremations, memorialization, visitation rooms, reception facilities, temporary storage facilities, providing tents or canopies, preparing flower beds, planting flowers, trees, or shrubs, and other services.

CEMETERY SUPPLIES:

Articles available at the cemetery for placement in the cemetery, such as memorials, cremation urns, memorial wreaths, and other supplies.



CONTRACT:

For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws

COLUMBARIUM:

A structure containing recesses or niches for the placement of cremated remains; may be part of a mausoleum or chapel (indoor or outdoor), or may be a free-standing structure.

CORNER POST:

A small marker supplied and installed by the Company to indicate the boundaries of a lot.

CREMATE (CREMATION):

To subject human remains to extreme heat (the process by which human remains are subjected to extreme heat); one method of preparing human remains for memorialization.

CREMATED REMAINS:

That which is left after a body is cremated; commonly called “ashes” but, in fact, are bone fragments.

CREMATION BURIAL PLOT:

See urn space.

CREMATION COMMON GRAVE:

An interment right set aside for the interment of a number of unclaimed urns containing cremated remains and marked with a number marker only; no memorial may be placed. The Company retains ownership of such interment rights.

CREMATION URN (“URN”):

A container into which cremated remains are placed prior to interment, inurnment, entombment, or scattering.

CREMATORIUM:

A building in which there are chambers for the purpose of cremating human remains.

CRYPT:

A compartment or vault, originally below ground but now most often found in a mausoleum, for above-ground entombment; also known as a tomb.

DISENTOMBMENT:

The removal of human remains from a crypt or niche.



DISINTERMENT:

The removal of human remains from the ground.

ENTOMB (ENTOMBMENT):

To place (the placement of) human remains in a crypt or niche.

FAMILY MONUMENT LOT:

A lot surveyed to include, in the purchase price, the interment rights and the monument situated on the lot at the time of purchase.

FUNERAL BURIAL CREMATION SERVICES ACT (FBCSA):

Provincial legislation under which all Cemeteries, Crematoriums and Funeral are regulated. The FBCSA (the Act) came into effect July 1,2012

GRAVE:

An area of land surveyed in varying sizes (adult, child, infant) for the in-ground interment of human remains.

HUMAN REMAINS:

The body or cremated remains of a deceased person.

INSCRIPTION:

Words used on a memorial or in a book to commemorate a life.

INTER (INTERMENT):

To place (the placement of) human remains under ground; also known as bury (burial).

INTERMENT RIGHTS:

The right to require or direct the interment or entombment of human remains in graves, lots, urn spaces, crypts, niches, and columbarium memorial plots, as well as authority to memorialize in accordance with cemetery by-laws.

INTERMENT RIGHTS CERTIFICATE:

A document, issued by the Company once interment rights are paid in full, specifying the ownership of the interment rights.

INTERMENT RIGHTS HOLDER (“RIGHTS HOLDER”):

A person, firm, or corporation owning the right to require or direct the use of interment rights; includes a person,



firm, or corporation to whom interment rights are transferred. Interment Rights Holders must be registered with the cemetery and hold a valid certificate issued by the cemetery to exercise their rights.

INURNMENT:

To place cremated human remains in an above ground columbarium niche.

LAWN CRYPT:

A concrete double-depth lawn crypt is installed below ground in a grave space and provides for the interment of two caskets

MANAGER:

The person appointed by the Company to be in charge of the cemetery.

MARKER:

A memorial with a flat and level surface upon which an inscription may be made; set flush with the ground except where attached to the feature wall adjacent to the interment rights.

MAUSOLEUM:

A structure containing one or more crypts and/or niches for the above-ground entombment of human remains.

MEMORIAL OR MEMORIALIZATON:

A means of commemorating a life; may take many forms, such as a marker, inscription, Book of Remembrance, monument, tree, landscape feature, or work of art.

MONUMENT:

Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

NICHE:

A recessed compartment, usually in a columbarium or mausoleum, into which urns containing cremated remains may be placed.

NUMBER MARKER:

A means of identifying the grave or lot number.

PLOT:

Two or more graves surveyed as a single unit.



**PRE-NEED ASSURANCE TRUST FUND
("PRE-NEED FUND"):**

A fund established to hold all monies received for pre-need cemetery supplies and services; monies are held for the benefit of the purchaser until that portion of the contract, in respect of which the money was paid, is utilized. For example: interment fee or cremation fee.

PRE-NEED CEMETERY SUPPLIES AND SERVICES:

Cemetery supplies and services that are purchased but not provided until the death of the person for whom the arrangements were contracted. Monies from the purchase of such cemetery supplies and services are placed in the Pre-Need Fund.

PURCHASER:

A person, firm, or corporation signing a contract associated to interment rights or cemetery supplies and services.

SCATTERING:

Shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

SCATTERING RIGHTS HOLDER:

Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery

SECTION:

An area within the cemetery surveyed into individual interment rights; allows for easy location (i.e. Section B, Lot 450).

SHARED MONUMENT LOT OR MEMORIAL WALL LOT:

A lot surveyed to include, in the purchase price, the interment rights and permission to place an inscription on the monument adjacent to the interment rights; the Company retains ownership of the monument.

URN SPACE:

An area of land surveyed for the in-ground interment of an urn containing cremated remains; also known as a cremation burial plot.



By-Laws

GENERAL INFORMATION

Care and Maintenance: The cemeteries are carried on under the Care and Maintenance Plan and 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 Loan and Trust Corporation Act, and is invested in bonds and other securities; The income generated from this fund is used to maintain, secure and preserve the cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- to stabilize, maintain, secure, and preserve markers in the cemetery

Extra Work: The special planting of flowerbeds, extra trimming where trees and shrubs now exist, and other special attention is termed Extra Work, for which a reasonable charge is made. Full particulars and estimates will be given free of charge on application to the General Manager.

By-Laws and Changes: The cemetery shall be governed by these by-laws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11.

The Company may from time to time change, modify or repeal the bylaws or part thereof in such manner as will best serve the interests of the properties under its care and in exceptional cases where it can be done without detriment to the interests of others, it may temporarily suspend or modify any bylaw without affecting its general application or enforcement. All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the entrance of the cemetery; and



c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

The Company may alter the boundaries or grading of any section or portion thereof from time to time and may modify or change roads, drives and walks subject to the approval of the Ontario Ministry of Consumer and Commercial Relations. 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 to ingress and egress over lots for all purposes for the proper maintenance and care of the cemetery.

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 cancelling 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 the event the error shall involve the interment of the remains of any person in such property, the interment rights holder of said property shall 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 of a container for cremated remains.

All notices required by any by-law, 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 addresses appearing in the books of the Company. If there is no address, a letter addressed to the holder or his legal representative at "Ottawa, Ontario" will be sufficient.

Notice of Resale and Transfer of Interment or Scattering Rights: Interment rights holders may first offer the



interment rights to the cemetery operator. If the cemetery operator does not wish to repurchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

CONTRACT SALE, CANCELLATION, AND TRANSFER OF INTERMENT RIGHTS

1. 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 a periodic payment plan, no interment shall be made therein until the purchase price has been paid in full, except in the case of lots containing not less than sixty square feet (5.52 square meters) and not more than two hundred square feet (188.4 square meters), permission will be granted for the interment in one half of the lot upon the purchaser executing an agreement to purchase and paying one half of the purchase money, in addition to the usual burial 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. No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

2. 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 Board and approved by the Ministry. Such Rights of Interment Certificates shall be subject to the existing regulations or such regulations as may from time to time be determined by the Board, as if embodied therein in full.

3. INTERMENT RIGHTS HOLDERS:

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be



issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights

4. CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAY COOLING-OFF PERIOD:

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

5. CANCELLATION OF INTERMENT OR SCATTERING RIGHTS AFTER THE 30 DAY COOLING-OFF PERIOD:

Upon receiving written notice from the purchaser of the interment or scattering rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

6. RESALE OF INTERMENT OR SCATTERING RIGHTS AFTER 30 DAY COOLING-OFF PERIOD

Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA. If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled



to re-sell the interment or scattering rights. The interment or scattering rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. an interment or scattering rights certificate endorsed by the current rights holder
2. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
3. if the resale involves scattering rights, a written statement of the number of scatterings rights
4. any other documentation in the interment or scattering rights holder(s) possession relating to the rights.

The third party purchaser will be provided with the following documents by the cemetery operator:

1. an interment or scattering rights certificate endorsed by the current rights holder
2. a copy of the cemetery's current by-laws
3. a copy of the cemetery's current price list
4. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
5. if the resale involves scattering rights, a written statement of the number of scattering rights available
6. any other documentation in the interment rights holder(s) possession relating to the Rights

The cemetery operator will require:

1. require a statement signed by the rights Holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser;
2. require confirmation that the person selling the interment or scattering rights is the person registered on the cemetery records and that they have the right to re-sell the Interment or scattering rights;
3. record the date of transfer of the interment or scattering rights to the third party;
4. the name and address of the third party purchaser(s);
5. a statement of any money owing to the Cemetery Operator in respect to the Interment or Scattering Rights; Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment or scattering rights certificate to the third party purchaser. Upon completion of the above



listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

The cemetery operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment and scattering rights.

7. CARE AND MAINTENANCE FUND CONTRIBUTIONS:

As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, scattering rights and a prescribed amount of \$25.00 where there was no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30 day cooling off period

8. 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 General Manager. The governing document will be the deceased's Will which appoints an executor and which may contain specific directions, or where no will can be found, Letters of Administration under which someone is authorized by the court. The Cemetery will only recognize the registered holder of Interment rights, In the case of unclear, or deceased, Rights holders the requesting family must supply legal proof of entitlement to use the rights.



GENERAL BY-LAWS

9. TREES AND SHRUBS:

The planting of individual coniferous trees or shrubs are permitted in designated areas. Where permitted these plantings may be made on both sides adjacent to the monument. Where permitted on shared monument lots plantings may be made on the left side of the monument. No existing tree or shrub growing within any lot may be removed without the consent of the General Manager. If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way detrimental to the adjacent trees, lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Company may remove such trees or shrubs, or parts thereof. No replacements will be allowed. All planting of necessary trees and shrubs on no-monument sections are provided by the Company and no private plantings are permitted. The planting of trees, evergreens, deciduous shrubs or flowerbeds is not permitted on the corner of lots.

There is no planting of individual trees and shrubs permitted at Highland Park Cemetery.

10. 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 April 1st the following year; after such date the Superintendent of each cemetery shall have them removed without notification.

11. REMOVAL OF MEMENTOS DECORATIONS, ETC.:

To ensure neatness and to preserve the beauty of the cemeteries, the Superintendent of each cemetery shall have supervision of flowers and other removable mementos and objects placed upon graves and lots, and when it is necessary or desirable to remove same, he shall do so. If the article(s) are deemed to have any value, the holders shall be notified, where possible, giving such holder the right within 28 days to call for and take them away, and after the lapse of 30 days from mailing such notice, or after 30 days where no notice can be given, the same may be destroyed or otherwise disposed of.

NOTE: Refer to By-law #21

12. FLOWER SADDLES:

Due to the possibility of damage, Flower Saddles are not permitted on Memorials owned by the company, including Memorial Walls, Shared Monuments and Columbarium Niches.



13. ARTIFICIAL FLOWERS:

While natural flowers are preferred, artificial flowers are permitted providing they are in a vase, which can be turned into the ground when not in use; spiked flower vases are not permitted; faded artificial flowers and dead natural flowers will be removed.

14. RUBBISH PROHIBITED:

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

15. FENCES, RAILINGS, ETC. PROHIBITED:

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

16. MAINTENANCE OF MONUMENTS AND MARKERS:

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.

17. MONUMENTS OUT OF REPAIR:

The Superintendent of each cemetery shall from time to time report to the General Manager any lot upon which markers, foundations or other structures are out of repair; whereupon the General Manager shall notify the holder in writing of the fact and the Company may take such action as it considers appropriate to ensure the safety of the public and preserve the dignity of the cemetery.

18. IMPLEMENTS TO BE REMOVED:

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

19. 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.

20. CUTTING SOD, MOVING MARKERS:

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



21. CANDLE HOLDERS, CHAIRS, WIRE AND IRON WORK, SOLAR LIGHTS, ETC.:

Candles and inground candleholders are only permitted in designated locations adjacent to the left side of the base of an upright monument and must be made of bronze and plexiglass. A sample is available in the office. In areas where only flat markers are permitted, candle holders may be incorporated in a bronze marker in place of the flower vase, Lighting can only be placed in the flowerbed of an upright monument, they are not allowed on flat marker lots.

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

NOTE: Refer to By-law #11

22. BENCHES:

The design and location of all benches must be approved by the General Manager.

23. COMPANY NOT RESPONSIBLE:

The Company shall take reasonable precautions to protect the property of 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 or of any personal items and property brought into the cemetery.

GARDENING AND PLANTING

24. PERMITS:

Persons desiring to do planting or any gardening work must first obtain the permission and approval of the General Manager.

25. FLOWER PLANTING:

Providing a proper flower bed has been prepared by the Company, which will be done on payment of the fee, flowers may be planted by the holders or their representatives, except in feature or garden sections where all planting is done by the Company's staff. On lots where monuments have been erected the planting of flowers is restricted to the area 14 inches (36 centimeters) directly in front of the monument, or if no monument has been erected to the area designated as the memorial space.

26. REMOVAL OF SOD:

Except as approved in advance, no one except the company may disturb or remove the sod or do any work on any lot or grave.



27. NEGLECTED FLOWER BEDS:

To preserve the orderly appearance of the cemetery, any flower beds of the previous year which have not been planted by June 15th, may be sodded by the Company, and the cost charged to the holder. If any holder later desires a flower bed to be prepared for planting, the current charge will be made.

28. WIRE WORK AND HANGING BASKETS:

Wire work, iron rods and hanging baskets are prohibited.

29. REMOVAL OF RUBBISH:

Gardeners or florists employed by the holders to plant flowers, etc., shall remove all rubbish to such places of deposit as are provided for the purpose and must carry on their work under the direction of the Superintendent of the cemetery.

30. HOURS OF WORK:

Gardeners or florists or their employees shall not work in the cemeteries Sundays or public holidays or outside of the companies regular office hours.

31. REMOVAL OF SOIL:

Except as approved in advance, no soil may be removed from any part of the cemetery.

32. RESPONSIBILITY:

The Company shall not be responsible for replanting or replacing in the event of the destruction or damage of plants, shrubs or trees from causes other than negligence on the part of the Company.

INTERMENTS AND ENTOMBMENTS

33. BURIAL PERMIT:

A burial permit issued by the Division Registrar showing that the death has been registered, must be deposited with the General Manager, before an interment or entombment may take place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place. Payment must be received for the burial fee as well as for the rights in the space being utilized before the interment or entombment may take place.



34. 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. 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, as the Company cannot be responsible for any errors resulting from incorrect information or lack of specific information.

35. NOTICE REQUIRED:

Notice of each interment or entombment 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.

36. CHARGES INCURRED:

Persons ordering rights or interments will be held responsible for charges incurred.

**37. WRITTEN ORDER FROM HOLDER
NECESSARY:**

No interment or entombment 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 company or the office of the cemetery in which the interment or entombment is to occur and must be signed by a licensed cemetery representative.

38. 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.

39. OPENING OF GRAVES OR CRYPTS:

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

40. 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.



Two cremation interments plus one earth burial only; or three cremation interments only will be allowed in each single grave space.

41. 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 may think necessary. The disinterment, in accordance with such procedures or precautions may be made at the expense of the person applying.

42. INCLUDED IN INTERMENT OR ENTOMBMENT FEE:

The interment or entombment fee includes the opening and closing of grave, use of lowering or lifting devices when required, earth cover and other necessary services.

43. OVERSIZE & OUTER CONTAINERS:

A two grave lot side by side will have to be used if the width of a casket or outer container exceeds 34 inches (83.5 centimeters). Owing to the extra expense involved for maintenance, pineshell containers are not allowed in the cemetery. Fiberglass containers are not permitted. Certain areas of a cemetery require a specific outer container and this will be duly noted on the contract at the time of purchase and on the Rights of Interment Certificate.

44. LOWER ANIMALS:

Bodies of any lower animal shall not be placed in a cemetery.

45. 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 Board of Health. The Statutory Holidays are as follows: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

46. DISINTERMENTS:

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 the court



or as provided in the Cemeteries Act or the Regulations thereunder. A certificate from the local medical officer of health is not required for the removal of cremated remains.

47. BURIAL CONTAINER:

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.

MORTUARY REGULATIONS

48. DEPOSITING BODY:

When a body is to be deposited in the receiving vault an order must be obtained from the General Manager under the same conditions as are prescribed for interments, and a vault fee paid for winter storage. The remains must also be enclosed in a body pouch.

49. REMOVAL OF BODIES BY MAY 15TH:

All bodies must be removed from the vault by the fifteenth of May in each year, unless enclosed in an air-tight metallic casket or hermetically sealed zinc-lined box. The burial permit will be returned when the remains are removed from the vault.

50. CONTAGIOUS DISEASES:

The bodies of persons having died from contagious diseases cannot be admitted to the vault, but must be interred.

51. BODIES RECEIVED DURING SUMMER:

No body may be deposited in the vault from May 15th to November 1st, unless it is enclosed in an air-tight metallic casket or hermetically sealed zinc-lined box.

52. RIGHTS OF COMPANY TO REMOVE BODIES:

The Company may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made or at any time should the condition of the body render its interment necessary or expedient.

53. VAULT STORAGE FEE:

Fees for the vault storage are set forth in the pricelist.



MEMORIALS

54. PAYMENT IN FULL:

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

55. PERMISSION:

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

56 APPROVAL OF DESIGN:

No marker, burial vault or other structure shall be erected or placed on any lot until its design and the plans and specifications relative to the material, construction and proposed location thereof shall have been submitted to the General Manager who is satisfied that they meet all applicable By-laws. In order to ensure a high standard in the design and appropriateness of monuments to be erected, the advice of Company officials is at the disposal of holders. A marker should be designed with reference to its surroundings, consideration being given to the number, size and character of others near at hand. A duplicate of a nearby design is not desirable. Consideration should be given to the fact that a small marker of good design and finish is preferable to a larger one at the same cost but of inferior design and finish.

57. RESTRICTIONS:

Upright monuments are not permitted on single graves, urn spaces, or lots designated as no-monument lots unless otherwise noted on the Interment Rights Certificate.

Exceptions are in Section C, and Sections i and ii where permitted. Each monument shall not exceed three feet (2.77 meters) in height and the bottom of the base shall be 2 feet in length and 1 foot in width. The monument must not be less than 6 inches (15.5 centimeters) in thickness.

Hickeys may not exceed 20 inches (52 centimeters) in overall height and must not be less than 6 inches (15.5 centimeters) at the base of the die.



58. INSCRIPTION:

- a. No inscription shall be placed on any 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.
- b. To ensure quality control and integrity of design, inscriptions on memorials owned by the company, such as Feature Walls, Columbarium Niches and Shared Monuments, must be approved and placed by the company.

59. 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 four inches (10 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. These posts will be allowed only on the lots having 60 superficial feet (18.5 meters) or more.

60. ONLY ONE MONUMENT TO A LOT:

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

61. DIMENSIONS OF UPRIGHT MONUMENTS:

Monuments on two grave plots shall not exceed 4 feet (1.2 meters) in height, bottom base 3 feet (92 centimeters) in length by 1 foot 8 inches (51 centimeters) in width. Monuments up to 4 feet (1.2 meters) in height must be 8 inches (20 centimeters) thick.

Monuments on three grave plots shall not exceed 5 feet (1.5 meters) in height, bottom base 4 feet 6 inches (1.35 meters) in length by 1 foot 10 inches (56 centimeters) in width.

Monuments on four grave plots shall not exceed 6 feet (1.8 meters) in height, bottom base 6 feet (1.8 meters) in length by 1 foot 10 inches (56 centimeters) in width.

Monuments from 4 feet (1.2 meters) to 6 feet (1.8 meters) in height must be 10 inches (26 centimeters) thick.

In monument areas where there are plots larger than four grave plots, the length of the base shall not exceed fifty percent of the width of the lot by 1 foot 10 inches (56 centimeters) wide by 6 feet (1.8 meters) in height. Neither the diestone, nor any part of a monument, may exceed the length or width of the base.



62. THICKNESS OF MONUMENT:

No diestone shall be less than eight inches (20.3 centimeters) in thickness at its base.

NOTE: For exceptions refer to by-law #57

63. FREE STANDING CROSSES:

Monuments in the form of free standing crosses must conform to the provisions set out in By-laws #65 & #66 and must be at least 8 inches(20.3 centimeters) in thickness.

64. BASES:

When a base and diestone are used, the base shall be of the same material as the diestone. High bases are not favoured by the Cemetery and unless of specially approved design shall not exceed twenty-five percent of the total height of the monument. Rough unfinished rock bases will not be accepted, and the bottom four inches of the base or monument must be of a “rock-pitch” finish.

65. DOWELLING:

All diestones, columns, limbs of crosses, etc., shall be dowelled to their bases. Doweling is to be a minimum 6” long, 5/8” stainless steel or aluminum shaft centered in the monument entering both the base and the diestone by 3” each. An exception may be permitted if in the judgement of the General Manager the base of sufficient area in relation to its height to ensure stability.

66. VERTICAL JOINTS:

To ensure stability, no mausoleum, vault, monument or other structure shall have any uncovered vertical joints.

67. OPEN URNS:

Open urns intended as receptacles for flowers and forming integral parts of a monument are not permitted. Openings drilled into bases for flower containers and vases are not permitted.

68. CAIRNS AND BOULDER MONUMENTS:

Cairns and boulder monuments require an appropriate setting and may not be installed without the permission of the Board.

69. STATUARY:

Statuary will only be permitted by the Board under exceptional circumstances and only in lots the size and location of which are considered by them suitable and when they are assured that the sculpture will be of artistic merit. The structure must be made of either granite or bronze.



70. SEATS:

Seats or benches of granite to be used as memorials may be permitted on approval of the design by the Board.

71. FOUNDATIONS:

Concrete foundations are required for all monuments and shall be installed by the Company at the holder's expense. The foundation of a monument shall be built in the designated space.

All foundations installed shall meet the following requirements:

- 1) Foundation base to start at top edge of lot.
- 2) Excavate base area to a depth of 12" (350mm).
- 3) Excavate base to a 4" border larger than the exact dimensions of the base of the monument.
Use vertical cut sides of excavation to form concrete base. Where soil will not act as form for concrete, over-excavate and use braced plywood forms.
- 4) Top of bridge(base) to have to be finished level and within 1/2" (13mm) of grade.
- 5) Drill piers(post holes) to a minimum depth of 5' (1524mm).
- 6) Maximum distance between piers=24" c/c(610mm).
Number of piers to be determined as follows:
 - a/ Foundation less than 36" (914mm) - 1 pier
 - b/ Foundation greater than 36" (914mm) and less than 60" (1524mm) - 2 piers
 - c/ Foundation greater than 60" (1524mm) and less than 72" (1829mm) - 3 piers
 - d/ Refer to drawings for details(available at Cemetery Office).
- 7) Clean out bottom of piers and compact firmly all loose soil with a long handled tamper.
- 8) Pour concrete immediately. Use a rod to compact concrete into piers.
- 9) Use trowel to finish all edges of base straight and smooth.
- 10) Materials:
 - a/ Concrete - $f'c=3000\text{PSI}(20\text{MPa})$
Max. slump = 4"
Max. 3/4" (20mm) aggregate
Provide air entraining agent to produce + or 6% air content
 - b/ Reinforcing Steel
-G30.12m deformed($f_y=400\text{MPa}$)
-Provide min. 3" (75mm) concrete cover
-for all steel



- 11) All implements, materials and surplus earth used in the performance of any work shall be removed from the cemetery site.
- 12) Notation B.U.L. Bottom upper level
B.L.L. Bottom lower level
c/c Centre to centre

NOTE: Refer to By-law #92 for insurance requirements.

If incorrect dimensions have been given on the application form, which must be signed by the holder, the foundation will be removed by the Company at the expense of the holder.

72. REPAIRS OF MARKERS:

Should any marker, mausoleum, memorial or structure become unsightly, dilapidated or dangerous, the Company may repair it as it thinks best to ensure the safety of the public and to preserve the dignity of the cemetery. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

73. ORDER FOR REMOVAL OF MARKERS:

When any marker, memorial, or structure of any kind is to be removed, any inscription 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.

74. MATERIAL AND FINISH:

All markers, mausoleums and tombs shall be constructed of granite; flat markers may be of either granite or bronze. The bottom bed of all bases and markers must be cut level and true.

75. TOLERANCE OF MARKERS:

A tolerance of 1/4inch(6.35 millimeters) may be permitted over and under the specified dimensions of a monument or parts of a monument.

76. DEFINITION OF FLAT MARKER:

“Flat marker” means a memorial of granite or bronze with a flat and level surface set flush with the ground. The Board may specify certain sections and graves on which only bronze markers or only granite markers may be placed.

77. FLAT MARKERS ON LOTS:

One flat marker may be placed at each grave at the end of the grave farthest from the monument. If desired one flat marker may be placed in the designated monument space instead of a monument. Some areas may require a specific



material for the flat marker whether it be either bronze or granite or a combination of both. Flat markers at the foot of graves must not exceed 24 x 12 inches (60 x 30 centimeters).

78. FLAT MARKERS ON ADJOINING GRAVES:

Where rights in two adjoining single graves are held by one holder, one flat marker up to 48 x 18 inches (122 x 46 centimeters) face area including the base may be permitted at the head of the grave.

79. FLAT MARKERS ON SINGLE GRAVES:

Flat markers on single graves of 27 square feet(2.48 square meters) or more may have maximum face area of 28 x 18 inches(71x46 centimeters)including the base. On single graves of 24 square feet(2.2 square meters) the maximum face area of the flat marker will not exceed 28 x 16 inches(71x41 centimeters)including the base.

80. FLAT MARKERS ON INFANT AND CHILDREN'S GRAVES:

Flat markers on infants' and small children's graves may be a maximum of 12 x 10 inches(31x25.5 centimeters)face area and 16 x 10 inches(41x25.5 centimeters) respectively.

81. FLAT MARKERS ON URN GARDEN LOTS:

Flat markers on urn garden lots measuring 2 x 2 feet shall not exceed 16 x 9 inches including the base. Flat markers on urn garden lots measuring 3 x 3 feet shall not exceed 28 x 18 inched including the base.

82. BOOK MARKER:

Book markers are not permitted.

83. MARBLE:

Marble may be used only for the interior of buildings on surfaces which are not exposed to the weather.

84. GRANITE FLAT MARKERS:

Granite flat markers shall not be more than 5 inches (13 centimeters) not less than 3 inches (7.6 centimeters) in thickness throughout, and smoothly finished on the top and bottom surfaces. Rack face sides are allowed. Openings for flower containers and vases are not permitted. Flower vases which can be turned down into the ground when not in use may be used and they should be set in front of the granite flat marker.



85. BRONZE FLAT MARKERS:

The following special regulations shall apply to the use of bronze for flat markers in addition to all other regulations respecting flat markers:

- a) All bronze castings shall be true, free from weakening or minor defects, blemishes or imperfections, with smooth exposed surfaces. Rough, "sand-like", painted or pigmented lacquer finishes or ornamentations are not permitted.
- b) Bronze flat markers must be attached to a concrete or granite base of not more than 4 inches (10 centimeters) and not less than 3 inches (7.6 centimeters) in thickness. The concrete or granite base shall be set in the ground by the management and if the base is concrete the bronze flat marker shall be attached to the base by the dealer. In the case of granite bases being used there must be a two inch border and be a minimum of 3,000 pounds per square inch. The bronze flat markers must be securely attached to the base before delivery to the cemetery.
- c) The alloy in bronze flat markers shall consist of 86% to 89% copper 5% to 6% tin, 1.75% lead and 3.5% to 5% zinc, with not more than 1.5% other elements.
- d) Bronze flat markers used as memorials must be cast with sufficient integral bosses on the underside, the bosses to be tapped or drilled to receive at least four anchor lugs of brass or bronze from 3 inches (7.6 centimeters) to 4 inches (10 centimeters) in length, and not less than 3.8 inches (9.525 millimeters) in diameter.

86. MONUMENTS OVER INTERMENTS:

No monument shall be erected over a grave space in which there has been an interment.

87. SETTING OF FLAT MARKERS:

All flat markers shall be set in the ground by an employee of the Company.

88. FLAT MARKERS ON FEATURE WALLS:

On feature walls, one flat marker of bronze measuring 18 inches (45.2 centimeters) in height by 24 inches (61 centimeters) in width face area may be erected on that portion of the wall facing the interment space. To facilitate attaching, the flat markers are required to have a projection of not less than 3/8 inches (9.525 millimeters) in depth extending from the back of the flat marker around the perimeter. The flat markers shall be dark brown in color and have square-cut edges without borders, margins, or chamfered and beveled edges. The required color can be seen at the cemetery office.



89. IDENTIFICATION:

In order to facilitate identification and reduce vandalism, all markers installed in future regardless of size and material, shall show the number of the section and lot on the lower right hand corner in a legible and permanent manner. On monuments the lot number shall be shown on the base or tablet. The numerals shall not exceed 1/2 inch (12.7 millimeters) in height.

90. PHOTOCERAMICS:

The company requires the written consent of the rights holder(s) prior to the placement of the ceramic picture. If the ceramic picture is purchased through the company, a signed contract and payment of the requisite fees are also required prior to the placement of the ceramic picture. Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on markers set flush with the ground or on vases. The company is not responsible for loss or damage due to vandalism or other causes beyond our control.

91. SHARED MEMORIALS AND MEMORIAL WALLS:

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:

- a. All inscriptions are subject to approval of the General Manager and the content must comply with the requirement of #53 of the by-laws of the cemetery.
- b. If an outside supplier is providing the engraving a full scale drawing showing all the detail of the proposal must be submitted to the General Manager for approval prior to any work being undertaken.
- c. The holder will be held responsible for any costs which arise when improper or unapproved work is undertaken and for any damage to the cemetery or another holder's property.
- d. Subject to the provisions of By-law 37, only one interment is permitted in each grave. Ownership of the memorial remains the property of the Company and it will arrange for the repair, re-erection or replacement of damaged monuments, which have been damaged through accident or vandalism. Repairs and/or replacements shall be made from materials and designs as close to the original as available at the time the repairs are made. However, the Company's liability to repair or



replace monuments does not extend to acts of God, or war, or to civil disturbances.

- e. Due to the possibility of damage, Flower Saddles are not permitted on Shared Monuments and other memorials owned by the company including Memorial Walls and Columbarium Niches.

RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKMEN

92. PERMISSION TO EMPLOY CONTRACTORS:

A contractor employed to erect vaults, mausoleums or monuments, or to do any other work in a cemetery shall first present an application at the 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 sold at such price and on such terms as may from time to time be fixed by the Company and filed with the Minister of Consumer and Commercial Relations.

NOTE: Any person working in a cemetery must provide a certificate of Liability Insurance as well as proof of coverage by the Workplace Safety Insurance Board (WSIB).

93. WORKER'S BEHAVIOUR IN CEMETERIES:

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds. The conduct and behavior of all workers employed by others upon cemetery property shall be subject to the control of the Grounds 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 them from injury. Workers shall cease work if in the vicinity of a funeral until the conclusion of the service. Workers will not be allowed to work on the grounds Sundays or Public Holidays or after 5:00 p.m. on weekdays or after 12:00 p.m. Saturdays. Heavy loads shall not be permitted in the cemetery when the roads are in an unfit condition.

94. DELIVERY TO CEMETERIES:

Notice must be given at the office before any contract 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.



95. ADVERTISING:

Canvassing for orders or distributing business cards in the cemetery is forbidden. The placing of the monument dealer's name on any monument, marker, columbarium niche or mausoleum is not permitted.

VISITORS

Visitors are always welcome at the cemetery, crematorium, mausolea and columbarium during the times fixed by these by-laws. They are asked to remember the respect due to the dead.

96. ORDER AND DECORUM:

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

97. PARADES:

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

98. MEMORIAL SERVICES:

The Board may permit public memorial services of a sacred character 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.

99. CHILDREN:

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

100. PHOTOGRAPHS:

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

101. COMPLAINTS:

Any complaints by holders or visitors should be made at the cemetery office and not to workers on the grounds, and controversies with workers or others on the grounds are to be avoided.



102. 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 shall be responsible for any damage done by them or their drivers.

103. TURNING ON AVENUES:

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

104. PICNICS:

No picnics will be permitted on the grounds.

105. 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, fence or other structure or property in the Cemetery or belonging to the Company.

106. 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 by-laws, may be expelled from the grounds.

107. GRATUITIES PROHIBITED:

No gratuities shall at any time be given to any officer or employee, nor shall any reward be given for any personal services or attention. Any officer or employee who violates this rule may be at once dismissed.

108. PETS:

PETS are not allowed in the cemeteries, columbarium or mausolea.

109. BICYCLES:

Bicycles and motorcycles must be operated in a safe and proper manner in the cemeteries. Snowmobiles and All Terrain Vehicles are not allowed.



CREMATORIUM BY-LAWS

110. NECESSARY DOCUMENTS:

Before cremation can take place, the approved and completed form “Application for Cremation”, a crematorium contract, a coroner’s certificate, together with the burial permit must be delivered to the crematorium office, 2500 Baseline Road, Ottawa.

111. DELIVERY TO CREMATORIUM:

A body delivered to the crematorium for cremation must be delivered in a closed casket or container and must contain only the prescribed remains. It will then be cremated in such casket or container which must be made of wood or other readily combustible material equal in minimum strength to 5/8 inch pine.

112. REFUSAL TO CREMATE:

Without limiting its right to refuse to cremate in any case without assigning reasons as provided by the Cemeteries Act the Company will not cremate a body in a container made of or containing non-flammable or hazardous material or a material prescribed by the regulations under the Cemeteries Act, nor will it cremate a body in which a pacemaker or other prescribed device is implanted.

113. DISPOSAL OF CREMATED REMAINS:

A notice of each cremation to be made will be eight business hours. Cremated remains are placed in a sealed, plastic container, or in a container provided or purchased by the individual or family along with numbered stainless steel identification tags. In the event that the container supplied will not hold all of the cremated remains, an additional container will be used. A Refundable Fee is charged for cremated remains that are not immediately claimed. The cremated remains may remain at the crematorium for up to one year as prescribed in the FBCSA, if, within that year, the cremated remains are retrieved, a full refund of the deposit will be made. Cremated Remains that are NOT CLAIMED within the year will be interred in either the family location if the permission of the interment rights holder has been obtained, or a common ground area, there will be no refund issued and if placed in common ground they are not retrievable in the future.

114. FLORAL TRIBUTES:

More than six floral tributes will not be allowed in the crematorium building. These will be disposed of by the cemetery staff after the service, unless instructions are received from the family for their display on the cemetery grounds.



115. SCATTERING OF CREMATED REMAINS:

The scattering of cremated remains in the cemeteries will only be permitted in designated areas which may be developed by the company from time to time.

116. URNS:

Urns for the disposition of cremated remains may be purchased at the cemetery office.

117. WITNESSING CREMATION:

From time to time family members may wish to witness the placement of the casket or container into the cremation chamber. In order to ensure the safety of the public, and of the companies employees, no more than five family members and one clergy person may be permitted into the crematorium for this purpose.

MAUSOLEA

118. DESTRUCTION OR DAMAGE TO

MAUSOLEA:

- (a) Should the mausolea be destroyed or severely damaged by an act of God, war, civil insurrection or for any other reason beyond the control of the Company, the Company shall be under no obligation to rebuild the mausolea.
- (b) The Company's obligation shall be limited to placing the bodies in a temporary receiving vault and notifying crypt holders that their further instructions are required.

119. ENTOMBMENT RESTRICTIONS:

- (a) No entombment may take place unless the body is received in a substantially constructed casket or other suitable container, and no casket or container shall exceed 30 inches in width, 24 inches in height and 90.5 inches in length.
- (b) A crypt liner or casket sealer, of a type approved by the Company, shall be required when placing disinterred remains in a mausoleum crypt.
- (c) A casket tray supplied by the company must be used for all entombments.



120. COMMITTAL SERVICES:

Families wishing to witness the placing and entombment of the container following a committal service shall abide by the companies safety policies and must remain outside of safety barriers which will be erected by the company when lifting devices are in use.

121. 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.
- (b) No inscription work shall be undertaken until the fees and charges as set out in the tariff of rates have been paid in full.
- (c) No persons other than the employees of the Company shall remove or disturb crypt fronts.

122. ORNAMENTATION, PHOTOS, VIGIL LIGHTS, ETC.:

- (a) Vases (a sample of which is on display at the office) may be attached in the proper location on interior crypts only.
- (b) Any unauthorized installation will be immediately removed by the employees of the Company, and any expenses incurred in cleaning or repairing the crypt or mausolea will be assessed against the crypt holder and any further use of the facility will be prohibited until these amounts are paid.
- (c) Candle holders have been placed in appropriate fixtures by the Company for the use of holders. They may not be removed from these positions.
- (d) Photographs in bronze frames (a sample of which is on display at the office) may be attached to the crypt fronts in the appropriate location. The Company assumes no responsibility for damages to pictures.

123. FLORAL MEMORIALS AT COMMITTAL SERVICE:

Six floral memorials shall be permitted in the chapel during committal services. Additional floral memorial pieces may be displayed in the area designated by the General Manager adjacent to the chapel until sundown on the day of the funeral.

124. FLORAL MEMORIALS AT OTHER TIMES

- (a) All floral memorials shall be placed on stands or holders supplied by the Company and they shall



be placed in the location designated by the General Manager and they may not be removed except by employees of the Company.

- (b) No floral decorations “either fresh or artificial” may at any time be placed on the crypt or mausolea buildings (interior crypts exempt) and glass containers, crockery, shells, toys and similar ornaments or articles are prohibited, and if so placed, will be immediately removed by an employee of the Company.
- (c) Flowers, wreaths and designs placed against or near any part of the building which are liable to stain or deface the structure will be removed.

125. HEAVY ARTICLES:

No pedestals, urns, vases or other articles of a heavy or cumbersome character shall be placed in any part of the mausolea except in private rooms.

126. WIRE FRAMES:

Flower designs made on wire frames shall have the wire covered so as to prevent staining the marble.

127. POTTED PLANTS:

Potted plants will only be allowed in rooms or in sections with gates, and then only when in watertight containers.

128. CHAIRS, ETC.:

Chairs or settees will only be placed by the Company and in appropriate locations.

MEMORIAL WALLS

129. MEMORIAL WALLS:

- (a) For feature walls where only bronze memorials are allowed refer to Bylaw #83.
- (b) If an outside supplier is providing the engraving a full scale drawing showing all the detail of the proposal must be submitted to the General Manager for approval prior to any work being undertaken.
- (c) The holder will be held responsible for any costs which arise when improper or unapproved work is undertaken and for any damage to the cemetery or another holder’s property.
- (d) No shrubs or flower beds are permitted on or in front of the memorial walls. Flower vases are allowed.



COLUMBARIUM AND CREMATORIUM BURIAL PLOT

Special provision has been made for the care of cremated remains; full particulars can be obtained on application to the General Manager at the crematorium.

130. PERMANENT ENHANCEMENT:

Interment rights in niches for permanent custody may be purchased in the columbarium room at Pinecrest Cemetery.

131. LETTERING:

Lettering on the face of the niches and urn garden markers must be approved by the General Manager, and will be done by the company at prices fixed from time to time.

NOTE: All flowers must be in appropriate containers and set in the space provided by the company.



2500 Baseline Road
Ottawa, Ontario K2C 3H9.
Telephone: (613) 829-3600
Fax: (613) 829-8357
Email: info@pinecrest-remembrance.com