

## BY-LAW NUMBER 1-2016

Being a By-Law of

Woodlawn Crematorium

762 Woolwich Street, Guelph, ON, N1H 3Z1

519-822-1271

**WHEREAS** Woodlawn Crematorium, a division of Woodlawn Memorial Park (“**Woodlawn**”) is owned by the Guelph Cemetery Commission and licensed by the Bereavement Authority of Ontario to operate a crematorium pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.

**AND WHEREAS** this By-Law has been approved, and the Guelph Cemetery Commission Board of Directors, and is in effect as of January 2016.

**THEREFORE BE IT RESOLVED THAT** Woodlawn will at all times provide cremation supplies and services in accordance with the requirements of the *Funeral, Burial and Cremation Services Act, 2002*, its Regulations, Municipal laws and this By-law, as follows.

### INTERPRETATION

In this By-Law:

“**Act**” means the *Funeral, Burial and Cremation Services Act, 2002*;

“**Cremation Services Agreement**” means the contract between the Applicant and Woodlawn for the provision of cremation services as outlined by the terms therein;

“**BAO**” means Bereavement Authority of Ontario;

“**Applicant**” means a person who is purchasing and has entered into a Cremation Services Agreement with Woodlawn;

“**Recipient**” means the deceased who is to receive cremation services;

“**Registrar**” means the person appointed by the Deputy Minister in accordance with Section 3 of the *Act*;

“**Sales Representative**”: To offer sales support to a cemetery or crematorium, you need to be licensed as a Sales Representative to Sell Cemetery Supplies and Services or as a Sales Representative to Sell Crematorium Supplies and Services. With these licences an individual is only permitted to sell the supplies or services that his or her employer is authorized to sell.

“**Funeral Director**”: A funeral director by virtue of his licence can be authorized to sell Crematorium Supplies and Services on behalf of a Crematorium operator, so long as there is a business agreement in place between the Funeral Director and the Crematorium Operator. A Funeral Director is only authorized to sell funeral and transfer service supplies and services, on behalf of a licenced operator, that his or her employer is authorized to sell.

## **REQUIREMENTS FOR ACCEPTANCE OF RECIPIENTS**

1.1 Woodlawn will not accept delivery of any body for cremation unless it is in receipt of the following documents from a Funeral Establishment:

- (a) a copy of a Cremation Services Agreement, signed by both a Sales Representative and the Applicant;
- (b) an Ontario Coroner's Cremation Certificate;
- (c) a Burial Permit issued by the Registrar General showing that the death has been registered; and

In the case of a fetus less than 20 weeks a Burial Permit will not be issued by the Provincial registering authority. The Crematorium requires: a letter from a hospital or a medical practitioner in place of the Burial Permit.

## **RESTRICTIONS ON CREMATION**

### **1.2 Transportation**

All Recipients must be transported to Woodlawn in a container which has four sides, a top, and a solid bottom which allows for the use of rollers. Human remains delivered to the Crematorium for cremation must be delivered in a closed casket or ridged container that is fully combustible. By law, the Crematorium will not cremate caskets or containers made of, or containing, non-flammable or hazardous materials such as; white metal, mattresses, metal box springs, glass objects, chlorinated plastic or fibre-reinforced plastic.

Human remains only will be accepted for cremation.

### **1.3 Opening a Casket**

Recipients will be cremated in the container in which they arrive at Woodlawn.

Woodlawn will not open a container or casket without the express written permission of the Applicant or a Court Order, and in either case will only do so in the presence of the Funeral Director. Further, no extraordinary objects may be placed into the casket or cremation container. Woodlawn's decision with respect to what objects may be placed into the casket or cremation container shall be final and determinative.

### **1.4 Recycling of Materials**

Woodlawn will remove:

- any non-combustible materials attached to the exterior of containers or caskets
- and will make all reasonable attempts to recycle them as well as all metals retrieved from the cremation.

Woodlawn will allocate any proceeds realized from the sale of recycled materials to the Woodlawn Arbour Fund, which provides for the replacement and enhancement of Woodlawn Cemetery's tree canopy.

Due to the nature of the cremation process, no jewelry or other personal property or material will be recoverable after cremation and such property or material should be removed by the Applicant before the casket or cremation container is transferred to the Crematorium. Any personal property or material left in the casket or cremation container on transfer to the Crematorium shall be at the sole risk of the Applicant and Woodlawn shall not be responsible for the loss, damage or destruction of same.

Only organic material will be returned to the Applicant.

### **1.5 Prohibited Materials**

Woodlawn is prohibited by law from cremating a body which:

- (a) contains a pacemaker or radioactive implant, or
- (b) is in a container containing non-flammable or hazardous material, or chlorinated or fibre-reinforced plastic.

Woodlawn will require that all Sales Representatives ascertain from Applicants whether the Recipient to be cremated has a pacemaker or radioactive implant, or at any time had undergone any microscopic radioactive treatment such as Theraseed.

The Applicant is liable for any damages to the Crematorium, cremation equipment or injury to the Crematorium or Crematorium employees in the event that such device is not removed.

### **1.6 Co-Mingling of Remains**

Woodlawn will not, without written consent of the Applicant:

- (a) cremate the remains of more than one person at once; or
- (b) co-mingle cremated remains

### **DISCRETIONARY REFUSAL**

- 1.7 Woodlawn may at its sole discretion refuse to provide cremation supplies and/or services to any potential Applicant.

### **IDENTIFICATION OF RECIPIENTS**

- 1.8 Prior to transportation to Woodlawn, all Recipients will have been duly identified by name and date of birth by the Sales Representative.
- 1.9 The Sales Representative will have recorded the Recipient's name and other information as required on the Cremation Services Agreement, Ontario Coroner's Cremation Certificate, Burial Permit, upon which Woodlawn will rely for identification purposes.

- 1.10 Woodlawn will place a metal identification tag with each Recipient intended for cremation, which will remain with the Recipient at all stages of the cremation process, and will be placed along with the cremated remains into the container in which the remains are released to the Applicant.
- 1.11 Each identification tag will have an identification number for the Recipient, the name 'Woodlawn, Guelph, ON', and other such information which Woodlawn may determine is necessary.
- 1.12 Woodlawn will record the name provided by the Sales Representative and the identification number assigned by Woodlawn in its Cremation Registry, pursuant to Section 1.8 of this By-Law.

## **RETURN OF CREMATED REMAINS**

**Packaging of Cremated Remains:** Cremated remains are placed in a Crematorium supplied Utility Urn, which is provided by the Crematorium without additional charge, or in an urn or container provided or purchased by the individual or family. In the event that the urn or container supplied will not hold all of the cremated remains, an additional container will be used.

**Cremated Remains of Children:** It should be clearly understood that there are little, if any, cremated remains following the cremation of a fetus or a very young child.

Adding additional mementos to cremated remains in their assigned urn may not be done without the express written consent of the Applicant. The Crematorium and its employees are not responsible for any valuable material left to be added.

Only organic material will be returned to the Applicant.

## **STORAGE OF CREMATED REMAINS**

- 1.13 Woodlawn will charge each Applicant a refundable deposit as per the Woodlawn Price List. The Cremation Services Agreement states the terms under which it will be refunded, which shall be as follows:
  - (a) upon collection of the remains within one (1) year of cremation, the Applicant will be entitled to a return of their full deposit;
  - (b) if at the end of one (1) year the cremated remains are still unclaimed, Woodlawn will attempt to contact the Applicant at the address listed on the Cremation Services Agreement. If the Applicant cannot be reached, or final disposition arrangements have not been made by the first anniversary of the cremation, Woodlawn may at their discretion inter the remains in a common grave within the Woodlawn Memorial Park or other such cemetery, in accordance with the requirements of the Act and this By-law;
  - (c) in the event that the Recipient's remains are not claimed within one year of cremation, will therefore be interred by Woodlawn. Woodlawn Memorial Park will be entitled to retain the full amount of the deposit, in consideration for storage and interment.
  - (d) the Applicant may retrieve the remains, and receive a refund of the deposit, at any time prior to the interment;

## **PRICE LIST**

- 1.14 Woodlawn will at all times maintain a current Price List, in accordance with the requirements of the *Act* and O.Reg. 30/11, and will provide cremation supplies and services for the fees contained therein. The Price List will specifically describe each item and service available for sale by Woodlawn, and will identify whether applicable taxes are included or are in addition to the prices as stated.

## **OPTIONAL SERVICES**

- 1.15 Woodlawn will normally require at least twelve (12) working hours notice to schedule a cremation.
- 1.16 Where an Applicant would like a cremation to be performed on a more urgent basis, and Woodlawn can accommodate such a request, Woodlawn may at its discretion charge an additional amount as identified in the Woodlawn Price List.
- 1.17 Where friends and family members wish to witness the loading of the recipient into the cremation chamber, additional notice may be required, and an additional fee will also be charged as identified in the Woodlawn Price List.
- 1.18 Woodlawn may at its sole discretion:
- (a) refuse any such request for viewing;
  - (b) limit the number of people who can attend, and/or
  - (c) restrict the length of time the viewers can be present.
  - (d) reserves the right to limit the number of floral tributes delivered to the Crematorium chapel. Floral tributes will be disposed of by the Crematorium staff and will not be cremated with the casket or cremation container.
- 1.19 If any Applicant proposes that the committal service include any distinct ritual requiring a small symbolic fire or the lighting of incense, such Applicant must first notify Woodlawn and obtain Woodlawn's prior approval and in addition any burning materials must be safely contained within a fireproof vessel to be supplied/approved by Woodlawn.

## **CREMATION REGISTRY**

- 1.20 Woodlawn will maintain a Crematorium Registry at the offices located at 762 Woolwich Street, Guelph, Ontario, in which shall be entered:
- (a) the name of each person who has been cremated at Woodlawn;
  - (b) the date of each cremation performed;
  - (c) the recipient's information as contained on their metal identification tag.
- 1.21 All entries into the Registry will be made within five (5) days of the latter of:
- (a) Woodlawn becoming aware of the information; or

(b) the cremation itself.

1.22 The Cremation Registry will be made available for inspection by the public at any time upon request and without charge.

## **RECORDS**

1.23 Woodlawn will keep the following documents for a minimum of six (6) years, in accordance with the requirements of O.Reg. 30/11 of the *Act*:

- (a) a signed copy of Cremation Services Agreements;
- (b) Coroner's Certificates;
- (c) Burial permits;
- (d) Price Lists, from the date when they were last in effect;
- (e) For cremated remains of which Woodlawn is in possession, other than for the purpose of interring or scattering:
  - (i) where the remains are claimed, the name and address of the person who claimed the remains, and the date on which they were claimed;
  - (ii) where unclaimed remains are interred in a common lot or cemetery, the date and place of interment.
- (f) all other records as required by the *Act*, which may be amended from time to time.

## **PROVISION OF DOCUMENTS**

1.24 All Applicants shall be offered and or provided with a copy of the following:

- (a) Woodlawn Price List;
- (b) this By-Law;
- (c) Consumer Information Guide;
- (d) A copy of their Cremation Services Agreement;

Woodlawn Crematorium will collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the crematorium public register. Woodlawn Crematorium does not rent or sell personal information to any third party organizations.