

Being a by-law to establish rules and regulations for Union Cemetery.

Whereas Union Cemetery is located at the northeast intersection of King Street West and Thornton Road in the City of Oshawa; and,

Whereas on July 1, 2012 the Cemeteries Act, R.S.O. 1990, c.4 shall be repealed and replaced by the Funeral, Burial, Cremation Services Act, 2002 S.O. 2002, Chapter 33; and,

Whereas it is necessary to update the rules and regulations for Union Cemetery to be compliant with the Funeral, Burial, Cremation Services Act, 2002; and,

Whereas it is desirable for Council to continue to provide direction for proper maintenance and administration of cemetery operations.

It is enacted as a by-law of the Corporation of the City of Oshawa as follows:

### **Interpretation and Short Title**

1. This By-law may be called the “Cemetery By-law.”
2. All words and personal pronouns relating to words contained in the By-law must be read and construed as incorporating the correct gender of the person referred to in each case.
3. All previous by-laws of the Cemetery are hereby repealed and replaced with this By-law.

### **Definitions**

4. In this by-law:
  - 4.1. “Act” means the Funeral, Burial, Cremation Services Act, 2002 S.O. 2002, Chapter 33.
  - 4.2. “By-law” means this By-law being the rules and regulations under which the Cemetery operates.
  - 4.3. “Care and Maintenance Fund” means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the Cemetery including, but not limited to, maintenance of plots, lots, markers and monuments within the Cemetery.

4.4. "Cemetery" means the lands and properties known as Oshawa Union Cemetery, located at the municipal address of 760 King Street West Oshawa Ontario on lands legally described as:

**16301-0029 (LT)** LT 6 SHEET 16C PL 370 EAST WHITBY EXCEPT EXPROP PL 25; LT 7 SHEET 16C PL 370 EAST WHITBY; PT LT 15 SHEET 16C PL 370 EAST WHITBY PT 5 EXPROP PL D124798, PTS 3-8 EXPROP PL D371798 & AS IN D238775 EXCEPT PT 7 & 8 40R5485; PT LT 4 SHEET 16C PL 370 EAST WHITBY PT 1 40R12483 & PT 1 & 2 EXPROP PL D371798; S/T D124798E; OSHAWA S/T EASEMENT OVER PT LT 4 SHEET 16C PL 370, PART 2 ON 40R24720, AS IN DR589177 and **16301-0036 (LT)** PT LT 5 SHEET 16C PL 370 EAST WHITBY AS IN D539514; OSHAWA, and **16301-0035 (LT)** PT LT 4 SHEET 16C PL 370 EAST WHITBY PT 1 40R13730; OSHAWA

4.5. "Certificate of Interment Rights" means the certificate or deed issued by the City to the purchaser for interment rights, which specifies the ownership of the interment rights and any memorialization options.

4.6. "City" means The Corporation of the City of Oshawa, being both the owner and operator of Union Cemetery.

4.7. "Commissioner" means the Commissioner of Community Services or his/her successor or designate.

4.8. "Contract" means the contract for the provision of the Cemetery's supplies and services.

4.9. "Grave" means any burial space intended for an adult, and having a size of of 102 cm (40 in) by 228 cm (90 in) in the Presbyterian sections; 91 cm (36 in) by 244 cm (96 in) in the Lettered sections; and either 122 cm (48 in) or 107 cm (42 in) by 274 cm (108 in) in the Numbered sections. Burial spaces intended for infants only shall measure 137 cm (18 in ) by 137 cm ( 54 in).

4.10. "Interment Rights" includes the right to require or direct the interment of human remains in a Lot.

4.11. "Interment Rights Holder" means a person with the interment rights with respect to a Lot and includes a purchaser of interment rights under the Act, or a predecessor of that Act and it means a person with Scattering Rights.

4.12. "Lot" means an area of land in a cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum, columbarium or niche wall.

- 4.13. "Ministry" means the Ministry of Consumer Services for Ontario.
- 4.14. "Marker" means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains. For the purpose of this By-law, an Upright Marker shall be understood to mean any permanent memorial projecting more than 10 cm (4 in) above the ground.
- 4.15. "Mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of the human remains in sealed crypts or compartments within the Cemetery.
- 4.16. "Plan" means the geographic plan of the Cemetery, approved by the Ministry.
- 4.17. "Price List" means a list of prices of supplies and services maintained in accordance with the Act
- 4.18. "Register" means electronic or written records maintained by the City in accordance with the Act.
- 4.19. "Registrar" means the Registrar appointed under the Act.
- 4.20. "Repurchase Price" means a price determined by the City by establishing the amount paid by the holder for the rights less the amount the holder paid into the Care and Maintenance Fund, or the predecessor of such fund, in respect of interment rights, all in accordance with the Act.
- 4.21. "Scattering Rights" means the right to require or direct the placement or scattering of human remains in the common burial ground designated in the Plan for the placement or scattering of cremated remains removed from a container.
- 4.22. "Tariff" means the schedule of fees and charges as set out by the City and approved by the Ministry.
- 4.23. "Third Party Purchaser" means any person who purchases Interment Rights or Scattering Rights upon resale, in accordance with the provisions of this By-law and the Act.
- 4.24. "Transfer" means to make a gift, bequest or other transfer of Interment Rights without consideration as may be permitted under the Act.
- 4.25. "Treasurer" means the municipal treasurer of the City.

4.26. "Trust Funds" means those funds in which a trustee may invest, established for the purpose of the Act.

## **Administration**

5. The City reserves full and complete control and management of the lands, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act.
6. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and the City disclaims all responsibility for loss or damage from causes beyond its control, including, without limitation, damage or loss caused by the elements, acts of God, common enemy, thieves, vandals, strikers, mischief makers, explosions, accidents, invasion, insurrections, riots or order of any military or civil authority, whether damage be direct or collateral.
7. The City shall take reasonable precautions to protect the property of Interment Rights Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.
8. The City reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the Transfer or conveyance of any Interment Rights, caused by the City. The City may, at its sole discretion, either cancel such grant and substitute other Interment Rights, or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Notice will be given to the Interment Rights Holder by mailing it prepaid, first class mail to the Interment Rights Holder or their legal representative, at the last address appearing in the Register.
9. The City may, from time to time, change or amend this By-law in order to best serve the interests of the Cemetery and the Interment Rights Holders in accordance with the Act.
10. This By-law governing the Cemetery shall be strictly adhered to. Where there is any doubt as to the interpretation of this By-law or the Plan, the Commissioner shall provide the necessary clarification. In the application and administration of this By-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.

## **Sale and Transfer of Interment Rights**

11. Subject to availability of Lots, Interment Rights may be purchased from the City at the rates filed with the Ministry in accordance with the Act. The rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
12. Payments for Interment Rights shall be made to the Treasurer.

13. Upon payment in full, the City shall provide each purchaser of Interment Rights with:
  - 13.1. a copy of the Contract;
  - 13.2. a copy of the Cemetery By-law; and,
  - 13.3. a Certificate of Interment Rights or Scattering Rights.
  
14. Purchasers of Lots acquire only the right and privilege for the interment of human remains and placing of Markers, subject to this By-law.
  
15. Purchasers of Scattering Rights acquire only the right and privilege to require or direct the placement or scattering of human remains in the common burial ground designated in the Plan for the placement or scattering of cremated remains removed from a container.
  
16. To ensure accuracy of the Register, no Transfer of any Interment Rights or any interest therein shall be binding upon the City, unless application for the Transfer has been submitted, including necessary supporting documentation, and the original Certificate of Interment Rights or Scattering Rights returned, as required under 20.1. Upon receipt of such application and payment of the prescribed fee, the Transfer shall be made and a new Certificate of Interment Rights or Scattering Rights issued.
  
17. Subject to the provisions of this By-law and the Act, and provided that no part of the Interment Rights or Scattering Rights have been exercised, an Interment Rights Holder may sell their Interment Rights or Scattering Rights, as the case may be, to a Third Party Purchaser.
  
18. An Interment Rights Holder intending to sell their Interment Rights or Scattering Rights to a Third Party Purchaser must first allow the City to repurchase the rights at price to be negotiated between the City and the Interment Rights Holder. Only in the event that the parties cannot agree to a repurchase price or the City, in its sole discretion has decided not to repurchase the rights, may the Interment Rights Holder then sell the rights to a Third Party Purchaser.
  
19. No person shall purchase Interment Rights or Scattering Rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The Interment Rights or Scattering Rights may not be sold to Third Party Purchasers for more than the price set out in the then current tariff or Price List as the case may be.
  
20. An Interment Rights Holder intending to sell their Interment Rights or Scattering Rights to a Third Party Purchaser shall provide the City with the following documentation so that the City can confirm the ownership of the rights and provide the third party purchaser with the required documentation:
  - 20.1. An Interment Rights or Scattering Rights certificate endorsed by the current rights holder;

- 20.2. If the resale involves Interment Rights, a written statement of the number of Lots that have been used in a plot and the number of lots that remain available;
- 20.3. If the resale involves Scattering Rights, a written statement of the number of Scattering Rights involved; and
- 20.4. Any other documentation in the Interment Rights Holder's possession relating to the rights.

21. The Third Party Purchaser will be provided with the following documents by the City:

- 21.1. A new Certificate of Interment Rights or Scattering Rights;
- 21.2. A copy of this By-law;
- 21.3. A copy of the current Price List;
- 21.4. If the resale involves Interment Rights, a written statement of the number of Lots that have been used in a plot and the number of lots that remain available;
- 21.5. If the resale involves Scattering Rights, a written statement of the number of Scattering Rights involved; and
- 21.6. Any other documentation in the Interment Rights Holder's possession relating to the rights.

22. To complete the sale of Interment Rights or Scattering Rights to a Third Party Purchaser the City may also require:

- 22.1. A statement signed by the Interment Rights Holder(s) selling the Interment Rights or Scattering Rights acknowledging the sale of the rights to the Third Party Purchaser;
- 22.2. Confirmation that the person selling the Interment Rights or Scattering Rights is the person registered on the cemetery records and that they have the right to re-sell the Interment Rights or Scattering Rights;
- 22.3. A record setting out the date of the transfer of the Interment Rights or Scattering Rights to the Third Party Purchaser; and
- 22.4. A statement of any money owing to the City in respect of the Interment Rights or Scattering Rights.

23. Upon completion of the above listed procedures, and upon the issuance of a new Certificate of Interment Rights or Scattering Rights, the Third Party Purchaser shall be considered the current Internment Rights Holder and the resale or Transfer of the Interment Rights or Scattering Rights shall be considered final in accordance with this By-law and the Act.

24. In cases of Transfer by will or bequest, the Commissioner shall have the right, in his or her sole discretion to require the production of a notarized copy of the will of other evidence sufficient to prove ownership.

25. In accordance with the Act, an Interment Rights Holder may cancel the Interment Rights within thirty (30) days of signing the Contract by providing written notice of the

cancellation to the City. The City will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

26. No refund will be made for any Lot if any Interment Rights have been exercised.
27. Any Interment Rights, which are sold by the City and not used for interment purposes after a twenty-year period, may be considered abandoned. The City may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied the rights are abandoned, the Registrar shall issue a declaration to the effect. If there is no appeal by the end of the time period allowed for appeal, the City may resell the Interment Rights.

### **Interments and Disinterments**

28. All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
29. When Interment Rights for a Lot are held jointly by two or more persons, a Contract for interment will be accepted from either or any of them or their authorized representatives.
30. Persons requesting interments in Lots shall be held responsible for charges incurred as agreed to in the Contract.
31. No interment shall be permitted in any Lot where either the Interment Rights or any other outstanding charges have not been paid in full.
32. Prior to any interment a burial permit properly registered and issued by the Division Registrar or their designate under the Vital Statistics Act, R.S.O. 1990, c. V.4, as amended, shall be deposited with the City and a signed Contract must be in place.
33. In the case of cremation interment, a cremation certificate under the Vital Statistics Act, R.S.O. 1990, c. V.4 and a signed contract must be in place.
34. Not more than one burial shall be made in any single Grave except:
  - 34.1. in areas designated for double depth burial, and in such cases, both the lower and upper level interments must include the use of a vault or crypt; or
  - 34.2. the cremated remains of not more than four persons.
35. Remains to be buried in a Grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining in tact. The container must be of a size to permit burial within the designated Grave site or Lot as the case may be.

36. No Lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the City, except under special circumstances, and by permission of the Commissioner.
37. All disinterments shall be in accordance with the Act and its regulations. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the Act and its regulations.
38. The City will exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.
39. Notice of each interment to be made shall be given to the City at least 24 hours in advance, 8 hours of which must be normal hours of operation. The City is not responsible for having Lots prepared for funerals unless such notice is given. For crypt mausoleum interment notice shall be given to the City at least 72 hours in advance, 24 hours of which must be normal hours of operation.
40. Normal hours of operation for the Cemetery are Monday to Friday, between 8:00 a.m. and 4:00 p.m., excepting Statutory Holidays.
41. The Cemetery will not do any interments on Sundays or Statutory Holidays unless ordered to do so by a representative of the Ministry of Health.
42. Extra charges are included in the Tariff of fees as per the Price List in force for:
- 42.1. double depth grave openings;
  - 42.2. disinterments and reinterments;
  - 42.3. funerals reaching the cemetery after 3:00 p.m.; and
  - 42.4. Saturday burials between 9:00 am and 2:00 p.m.
43. Subject to the discretion of the City, interments shall take place only if weather and ground conditions permit in the sole discretion of City.

#### **Care of Lots - General**

44. The grounds of the Cemetery shall be maintained by the City to ensure the safety of the public and preserve the dignity of the Cemetery.
45. No person or contractor shall perform any installations or maintenance work upon a Lot without the knowledge and permission of the City.



46. Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authorization and instruction for any third party activities.
47. No glass containers of any kinds are allowed in the Cemetery at any time.
48. The installation of borders, fences, railings, walls or hedges in or around a Lot or anything of any kind whatsoever to demark or delineate a Lot is prohibited. Nails, wires, wooden crosses, articles of glass or pottery or any other material that may create a hazard to workers or visitors are not allowed in the Cemetery.
49. No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the City may restore the Lot to its original grade at the expense of the Interment Rights Holder.
50. No unauthorized person shall sod or move corner posts or Grave Markers.
51. Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the City if so found.

#### **Care of Lots – Flowers, Shrubs and Trees**

52. Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder.
53. Subject to section 56 below, compact shrubs, flowering or other plants may be cultivated on Lots, but only such varieties that are in keeping with the general plan of the grounds and provided that such material is not cultivated in a manner to delineate the Lot boundary, and all such materials are subject to the approval of the Commissioner. No trees or shrubs growing within any Lot may be removed without the consent of the City.
54. Compact shrubs are permitted only on Lots having a minimum of 60 cm (24 in) of space between the edge of the Marker and the Lot boundary. The diameter of such shrubs at their widest point, including all foliage, shall at no time exceed 60 cm (24 in) or encroach upon adjacent Lots. The City must approve all plantings.
55. Anyone wishing to have a memorial tree planted in the Cemetery must have approval of the City.
56. If any trees or shrubs situated in any Lot have become by means of their roots or branches or in any other way detrimental to the adjacent Lots, drains, roads or walks, or if there are prejudicial to the general appearance of the grounds or inconvenient to the public or performance of any interment, the City may without notice remove such trees, shrubs or parts thereof at the expense of the Interment Rights Holder.

57. Flower beds not exceeding 30 cm (12 in) in width shall be permitted within a Lot, adjacent to the base of the Headstone Marker. Raised edging is not permitted. Where there is no Marker, planting can only be done by permission of the City. Flower beds adjacent to foot Markers are prohibited.
58. To preserve orderly appearance in the Cemetery, the City may re-establish turf in the place of any flowerbed that has not been planted by June 30 in the respective year, and the cost shall be charged to the Internment Rights Holder.
59. Flowerbeds must be cleared of tender plants prior to September 30 in the respective year.
60. The City reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to be in the best interest of the Cemetery as determined by the City.
61. Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the Marker, and properly maintained and not detrimental to the general maintenance of the Cemetery. No decorations are permitted at the foot Marker.
62. Vases, urns and flower stands not properly cared for and not filled with plants by June 30 in the respective year may be removed by the City from the Lot and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable may be prohibited and/or removed by the City.
63. Potted plants and planters are permitted but must be set on concrete pads placed immediately adjacent to the Marker. Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30 in the respective year, failing which the City will have them removed.
64. Artificial wreaths without glass or plastic covers are allowed to be placed on the Lot after November 1 in any respective year provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed prior to the following April 30, failing which the City will have them removed.

#### **Monuments and Markers – General Information**

65. No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
66. Internment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery, all Markers upon Lots with Internment Rights purchased prior to 1955.

67. The City will take reasonable precaution to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Marker or part thereof, except where such damages or loss is due to the negligence of the City.
68. Minor scraping of the base portion of a Marker due to cemetery operations is considered to be normal wear and tear and is not compensable.
69. The City reserves the right to determine the maximum size of monuments, their number and their location on each Lot. They must not be of a size that it would interfere with any future interments. Upright monuments are only permitted in the centre of a 4 Grave (2 x 2) group of Lots.
70. No monument, footstone, Marker or memorial of any kind shall be placed, moved, altered or removed without permission of the City.
71. Markers for installations will be accepted at the Cemetery during normal hours of operation. If weather and ground conditions permit, installations will be made within twenty working days of acceptance. Markers will not be accepted from any monument dealer for storage during the winter months. Marker installation will be completed between April 30 and November 1 only.
72. Candle holders and vases may constitute part of a headstone Marker if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of unbreakable, heat resistant glass or of a plastic material that is fire resistant. In addition:
- 72.1. candle holders are included in determining the overall size of the Marker;
  - 72.2. a maximum of two candles or vases may be placed on the base of a monument and must be centered on the ends of the base;
  - 72.3. a candleholder must be adequately drained to prevent any collection of water; and,
  - 72.4. candleholders must be fully enclosed on all sides by a door or lid.
73. All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner. Photographs which are loose or are of a nature or placed in a manner unfitting for the Cemetery may be removed by the City.
74. Despite the above section, no person shall place or attach photographs, flowers, reeds, or other material on a niche or at the base of the columbarium. Articles placed or attached to niches or at the base of the columbarium may be removed by the city.
75. No inscription or design will be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Commissioner's ruling is final.

76. No Marker will be delivered to the Cemetery without the request for installation form containing the following information:

- 76.1. the Interment Rights Holder's name and address;
- 76.2. instructions for placement of Markers;
- 76.3. the overall size of the Marker, including dimensions of the base and die as applicable.
- 76.4. a description of the Marker including colour, design and inscriptions; and,
- 76.5. the appropriate payment to the Care and Maintenance Fund in relation to the size of the Marker/monument as set out in the Act, which payment must be paid prior to or together with delivery of the Marker.

77. Every person installing a Marker, or requesting a Marker to be installed in the Cemetery, shall pay the prescribed amount, as set out in the Act and Regulations, to the Care and Maintenance Fund. The interest earned from the Care and Maintenance Fund will be used by the City to maintain the Markers in a safe condition.

78. If a Marker in the Cemetery presents a risk to public safety for whatever reason, the City shall do whatever is necessary by way of repairing, resetting or laying down the Marker to remove the risk.

79. All foundations for Markers shall be built by, or contracted to be built for, the City at the expense of the Interment Rights Holder, upon payment of the fee stipulated in the Tariff or Price List as the case may be.

### **Upright Markers**

80. The maximum size of Upright Markers allowed on a 4 Grave (2 x 2) plot is:

Height – 152 cm (60 in)

Width – 122 cm (46 in)

81. The maximum width of a base is controlled by the width of the plot or Lot where it will be installed. No base shall be closer than 30 cm (12 in) to the sides of the Lot on which it is to be installed. No base shall be less than 35 cm (14 in) in width.

82. The minimum thickness of a die stone shall be 20 cm (8 in).

83. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 8 cm (3 in) of the surface of the base exposed on all sides.

84. All foundations for Upright Markers shall be built by, or contracted to be built for, the City at the expense of the Interment Rights Holder, upon payment of the fee stipulated in the Tariff or Price List as the case may be.

85. Foundations shall be no less than 122 cm (48 in) deep and shall extend 5 cm (2 in) on each side from the Marker base. All foundations shall be constructed between April 30 and November 1 only.

### **Flat Markers**

86. Flat Markers are permitted with size and quantity restrictions determined by the City, taking into consideration the Lot condition and location within the Cemetery. A Flat Marker's placement must not interfere with future interments. Size limits are:

Single lot maximum	-	40 cm x 56 cm (16 in x 22 in)
Double lot maximum	-	40 cm x 92 cm (16 in x 36 in)
Infant lot maximum	-	30 cm x 45 cm (12 in x 18 in)
Cremation marker	-	30 cm x 45 cm (12 in x 18 in)
Foot marker	-	30 cm x 45 cm (12 in x 18 in)

87. Each single Grave may be marked on the ground with a flat headstone Marker only, set in concrete with a 10 cm (4 in) edge, with installed height no to exceed 10 cm (4 in) above grade.

88. One foot Marker may be placed at each Grave in addition to the headstone. The Marker shall be placed at the foot of the Grave.

89. Foot Markers are to be flat on top, not set in concrete and installed level with the ground so a lawnmower can pass safely over them. Foot Markers shall be set by the City, at the expense of the Interment Rights Holder, on payment of the fee set out in the Tariff or Price List as the case may be.

90. The minimum thickness for all flat Markers including foot Markers is 10 cm (4 in).

91. All Markers shall be constructed of bronze, granite and/or marble, with the exception of columbarium markers which shall be in bronze only. The bottom bed of all bases and Markers shall be cut level and true.

92. Corner Markers are not permitted.

93. Pillow Markers are not permitted.

### **Rules for Monument Dealer, Contractors and Workers**

94. No Marker will be delivered to the Cemetery without the proper documentation in accordance with section 76 above.

95. Marker dealers must state on each order the date they wish foundations ready and must give at least twenty working days notice before the work is required.

96. No Upright Marker will be delivered to the Cemetery until the foundation is completed and the supplier is ready to proceed with the work of placement.
97. All companies, who do work in the Cemetery, shall meet the obligations of the City's purchasing agreement, including requirements for worker and liability insurance coverage.
98. Contractors shall be under the supervision of the City and their conduct shall be subject to the control of the City. Contractors shall cease all work at the order of the City's Representatives for any reason and shall normally only supply services during the normal hours of operation.
99. No concrete shall be placed until a representative of the City has approved the grades and all loose material is removed from the site. The finished surface shall be flush with the surrounding ground level and shall provide a level surface free of defects.
100. No contractor or supplier of services shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood in order to protect the surface from damage. Costs for repair of damages will be at the expense of the contractor, worker or supplier.
101. All implements and materials used in the performance of any work shall be placed as directed by the City, and all rubbish and surplus earth or materials shall be removed when, and to where, and in such manner as the City may direct. In the event the City's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
102. If any person or company desires to set a flat Marker, they must make written arrangements as to time of installation with the Cemetery. A Representative of the City must supervise all work, and the installer shall pay to the City the prescribed installation fee as established in the Tariff or Price List as the case may be.

### **Mortuary Regulations (Storage)**

103. The City shall have the right to determine if adverse weather or ground conditions shall prevent a burial in the Cemetery. If it is deemed necessary, the storage vault may be used, at no extra charge, until conditions permit the interment.
104. Contracted use of the storage vault shall be billed at the rates shown in the Tariff or Price List as the case may be.
105. The burial permit and interment information must accompany the human remains when delivered to the Cemetery for storage. A storage Contract shall be entered into at that time.

106. The City may remove human remains from storage and inter it in a single Grave at any time after the expiration of the storage Contract, or at any time the condition of the body renders the interment necessary or expedient.
107. All human remains must be removed from the storage vault by May 1 in each year.
108. The remains of persons having died from contagious diseases cannot be admitted to the storage vault.
109. All human remains stored in the vault must be embalmed.
110. No human remains shall be placed in a reinforced cardboard container for storage. Only remains placed in a wooden or metal casket may be stored in the vault.

### **Mausoleum Regulations**

111. Should the Care and Maintenance Fund for a private vault become exhausted and further repairs become necessary, the Cemetery may remove the human remains from the vault and reinter the same elsewhere in the Cemetery. The City may take down and remove the structure, at its expense. In that event, all claim to, or in the land and vault by the former Interment Rights Holder shall cease and be at an end. The City shall make reasonable efforts to advise the Interment Rights Holder in the event the actions described in this paragraph become necessary.
112. Interment Right Holders who have Interment Rights within the mausoleum are provided a key to the Mausoleum for access during regular visitor hours as defined in section 115 and are responsible for locking the door to the mausoleum upon exit.

### **Rules for Visitors**

113. Visitors are welcome at the Cemetery daily during day light hours and are asked to remember the respect due to the interred.
114. City Representatives are empowered and are required to preserve order and decorum in the Cemetery.
115. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this By-law may be expelled from the grounds.
116. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
117. Vehicles within the Cemetery shall be driven so not to exceed a speed of 10 km/hr and shall not leave the roadways or park on the grass unless directed to do so by City Representatives.

118. No pleasure all terrain vehicles or snowmobiles are allowed in the Cemetery.
119. Any person who in the Cemetery, damages or moves any turf, tree, plant, Marker, fence, structure or other thing usually erected, planted or placed in the Cemetery is liable to the City and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
120. No dogs or other pets shall be allowed in the Cemetery.
121. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of rubbish, weeds, decayed flowers, plants, etc.
122. No tips or gratuities are to be given to City Representatives by visitors or Interment Rights Holders, nor shall any City Representative accept any.
123. The City may have removed any article that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery. Any article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty days.

### **Gifts to the Cemetery**

124. The City gratefully accepts donations to the Cemetery. All trees and structural gifts, such as benches, birdbaths and sundials as donations or elements in a donated area, must be approved by the Commissioner, and become the property of the City. Once installed, donated structures cannot be removed, painted or adjusted in any way or form by individuals. They are located at the approval of the Commissioner, although every effort will be made to accommodate the request(s) of the donor. The donation is recognized for the lifetime of the plant or item. The City accepts no responsibility for damage, loss or replacement of any donated items.



**General**

125. In the event any provisions of this By-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

126. This by-law shall come into force on the date of its passing

By-law passed this twenty-fifth day of June, 2012.

Mayor

City Clerk