

Being a by-law to establish rules and regulations for all cemeteries owned and operated by the City of Oshawa, and to repeal and replace By-Law 76-2012, as amended.

Whereas the City of Oshawa is the owner of cemeteries identified in Section 3 of this By-law XX-2025 for the benefit of its residents;

And whereas the City of Oshawa is a licensed Cemetery Operator in the Province of Ontario;

And whereas in accordance with section 150(1) of Ontario Regulation 30/11 under the Funeral, Burial, and Cremation Services Act, 2002, S.O. 2002, c. 33, Cemetery Operators may establish bylaws governing the operation of cemeteries;

And whereas it is desirable for Council to continue to provide direction for proper maintenance and administration of cemetery operations;

Therefore it is enacted as a by-law of The Corporation of the City of Oshawa as follows:

## **1.00 Definitions**

1.01 Unless otherwise established within this By-law XX-2025, all definitions shall be as defined by the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, C. 33 ("FBCSA").

1.02 The definitions outlined in this section apply throughout this By-law whenever the term is used with its initial letters capitalized. Where the term appears in lower case letters, its ordinary meaning shall apply.

**"Active"** means a Cemetery that has Lots available for sale.

**"Authorized Representative"** means any person or persons authorized to act on behalf of another person. This may include the power of attorney, executor or heir. In a case where there are more than one Authorized Representative, the City may require written direction or consent from all such persons, in the City's sole and absolute discretion.

**"BAO"** means the Bereavement Authority of Ontario, a delegated administrative authority responsible for administering provisions of the FBCSA in Ontario.

**"Base"** the lower portion of a Monument that is both wider and longer than a Tablet and sits on the concrete foundation.

**"By-Law"** means this By-law 57-2025 to establish rules and regulations for all cemeteries owned and operated by the City of Oshawa.

**"Care and Maintenance Fund"** means the FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed

into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

**“Casket”** means a container, constructed primarily of wood, metal or other similar materials, enclosed on all sides, equipped with handles suitable for handling or transporting the Casket within the Cemetery and designed for the purpose of holding Human Remains.

**“Cemetery”** means any land owned and operated by the City of Oshawa, that is set aside for the Interment of Human Remains, and includes any Mausoleum, Columbarium or any other structure or building intended for the Interment of Human Remains that is situated on the land.

**“City”** means the Corporation of the City of Oshawa.

**“Commissioner”** means the City's Commissioner of Community and Operations Services or their designate.

**“Columbarium”** means a structure designed for the purpose of interring Cremated Human Remains in a Niche.

**“Contract”** means a written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication A Guide to Death Care in Ontario (“Consumer Information Guide”) and 3. The operator's current price list.

**“Contractor”** means any person, business or service provider that has a contract, with the City or any other third party to provide goods or services within the Cemetery.

**“Cremated Human Remains”** means the recoverable residual of Human Remains following the process of cremation or alkaline hydrolysis.

**“Crypt”** means an area within a Mausoleum designed to hold one or more Human Remains enclosed within in a Casket.

**“Disinterment”** means the removal of Human Remains or Cremated Human Remains from a Lot.

**“FBCSA”** means the Funeral, Burial, Cremation Services Act, 2002 S.O. 2002, Chapter 33, and any related Regulations as prescribed by the Province of Ontario.

**“Foot Marker”** means any permanent Memorial which has been set flush in the ground at grade and constructed of granite or bronze, installed within a designated space at the opposite end of the designated space for a Monument or Marker.

**“Grave”** means any in-ground space intended for the interment of Human Remains. See Lot.

**“Human Remains”** means a dead human body.

**“Inactive”** means a Cemetery that does not have Lots available for sale.

**“Interment”** means the placement of Human Remains or Cremated Human Remains in Lot.

**“Interment Rights”** includes the right to direct the Interment or disinterment of Human Remains in a Lot and to direct any memorialization associated with a Lot subject to the conditions set out in this By-Law.

**“Interment Rights Holder”** means the person(s) who holds the Interment Rights with respect to a Lot as named on the certificate of Interment Rights contained within the Register, and/or their Authorized Representative.

**“Interment Rights Certificate”** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

**“Item”** means any ornament, decoration, keepsake, floral decoration, flower, shrub, tree or any other personal property that is not a Memorial that has been placed or planted on or within a Lot.

**“Lot”** means an area of land or space within a structure in a Cemetery containing, or set aside to contain, interred Human Remains, and includes a Grave, Crypt, Niche and any other similar facility or structure.

**“Marker”** means any permanent Memorial which has been set flush in the ground and constructed principally of granite or bronze, installed in the designated space within the Lot.

**“Mausoleum”** means a structure, other than a Columbarium used as a place for the Interment of Human Remains in tombs, Crypts or compartments.

**“Memorial”** means any permanent granite, marble, bronze or similar material that has been approved for installation by the City and installed on a Lot or in an approved space immediately adjacent to a Lot.

**“Monument”** means any permanent Memorial that is constructed principally of granite or bronze, which has been installed in the designated space within the Lot on a concrete foundation and consists of at least a Base and a Tablet, or any Memorial that is provided or prescribed in relation to military, police or other service of the Federal or Provincial Governments.

**“Niche”** means an above ground space within a Columbarium or other structure that is designed for the Interment of Cremated Human Remains.

**“Non-Monetary Transfer”** means to make a gift, bequest or transfer of Interment Rights without monetary or other consideration as may be permitted under the FBCSA.

**“Pillow Marker”** means any permanent Memorial that has been installed on a Lot that is not a Marker or a Monument. This includes any Memorial where any part of, or ornament affixed to the Memorial is set to project above the surface of ground.

**“Price List”** means a list of prices for cemetery supplies and services offered by the City maintained in accordance with the FBCSA.

**“Purchaser”** means a person that signs a Contract for the provision of Cemetery products or services, and/or Interment Rights.

**“Register”** means any electronic or written records pertaining to Interments or Interment Rights within the Cemetery maintained by the City in accordance with the FBCSA.

**“Tablet”** means the portion of a Monument that sits on top of the Base that is narrower and shorter than the Base.

**“Third Party Purchaser”** means any person who purchases Interment Rights upon resale, in accordance with the provisions of this By-Law and the FBCSA.

**“Urn Vault”** means an outer burial container that is designed to hold an urn and constructed primarily of concrete, or other similar materials, and does not require assembly other than the removal or placement of a lid or top portion.

**“Vault”** means an outer burial container that is designed to hold a Casket and constructed primarily of concrete or other similar materials and does not require assembly other than the removal or placement of a lid or top portion.

**“Vehicles”** means any mode of transportation, whether motorized or non-motorized, designed or used to transport people or goods from one place to another. This includes, but is not limited to, cars, trucks, motorcycles, bicycles, electric scooters, mopeds, and other similar conveyances, excluding equipment owned and operation by the City of Oshawa

## **2.00 Interpretation and Administration**

- 2.01 The City may, from time to time, amend this By-Law in order to best serve the interests of the Cemetery and the Interment Rights Holder in accordance with the FBCSA and O. Reg. 30/11 and 184/12. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.
- 2.02 In this By-Law a word defined in the singular has a corresponding meaning when used in the plural and vice versa.
- 2.03 The provisions of this By-Law apply to all cemeteries owned by the City of Oshawa.
- 2.04 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, those provisions shall be severed from this By-law and the remaining terms and provisions shall remain in full force and effect.

- 2.05 The Commissioner is responsible for the management, operation and maintenance of cemeteries owned by the City of Oshawa and is authorized to make decisions under this By-law, as well as administer and enforce this By-law.
- 2.06 The Commissioner may assign duties, delegate their ability to make decisions or delegate tasks under this By-Law whether in his or her absence or otherwise.
- 2.07 The Commissioner may re-survey, enlarge, reduce, re-plot, change or remove plantings, grade, close pathways, or roads, alter in shape, or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.
- 2.08 Where approval of any type from the Commissioner is required under this By-Law such permission may be refused or withdrawn by the Commissioner at any time in his or her sole discretion.
- 2.09 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.
- 3.00 List of Cemeteries Owned and Operated by the City of Oshawa.**
- 3.01 The City owns and maintains the following cemeteries, and any other cemetery which may become the responsibility of the City.

<b>Cemetery</b>	<b>Municipal Address</b>	<b>Status</b>
Union Cemetery	720 King Street West	Active
Pioneer Memorial Garden	185-201 Bond Street West	Inactive
Farewell Pioneer Cemetery	35 Harmony Road South	Inactive
Methodist Cemetery	65 Columbus Street East	Inactive
Bible Christian Cemetery	39 Columbus Street West	Inactive
Elim Cemetery	2501 Wilson Road North	Inactive
Harden Cemetery	420 Raglan Road West	Inactive
Mount Carmel Cemetery	1251 Raglan Road East	Inactive
Port Oshawa Pioneer Cemetery	Lakeview Park - Intersection of Birchcliffe Avenue and Kuane Avenue	Inactive

#### **4.00 Cemetery Administration**

- 4.01 The City reserves full and complete control and management of the lands, buildings, plantings, roads, utilities, books and records of Cemetery and complete authority to administer these By-Laws in accordance with the FBCSA.
- 4.02 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.
- 4.03 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 Item, Memorial or other personal property that is placed or left on a Lot or Cemetery. Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.
- 4.04 The Cemetery office will establish regular hours of operation. The Cemetery office will be closed on Saturdays and Sundays and all public holidays observed by the City. All sales or in-person general inquiries are to be made by appointment only.
- 4.05 The Cemetery grounds are open to the public daily from 30 minutes after sunrise to 30 minutes prior to sunset and visitors are asked to remember the respect due to those interred.
- 4.06 Notwithstanding section 4.04 or 4.05, the Commissioner may open or close the Cemetery, or otherwise limit or restrict public access or visitation, as required if the Commissioner, in their sole discretion, believes it is necessary.
- 4.07 The City reserves the right and its sole discretion to correct any error caused by the City with respect to the provision of Cemetery products or services, including Interment Rights, in the description of the Lot, and/or the transfer or conveyance of any Interment Rights. The City may, at its sole discretion, either cancel such grant or substitute other Interment Rights, or Lot of equal value, 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, to the last address appearing in the Register.
- 4.08 This By-law governing the Cemetery shall be strictly adhered to. In the application and administration of this By-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements. Where there is any doubt as to the interpretation of this By-law or the Cemetery plan, the Commissioner shall provide the necessary clarification and direction, in his/her sole and absolute discretion.

- 4.09 Unless approved by the Commissioner, payment in full for products or services shall be made in advance.
- 4.10 All payments shall be made to the 'City of Oshawa'.

## **5.00 Rules for Visitors**

- 5.01 The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
- 5.02 Minors must be accompanied by an adult at all times.
- 5.03 City representatives are empowered and are required to preserve order and decorum in the Cemetery. Any person who is loitering, disturbing the quiet and good order of the Cemetery, or who violates this By-law, may be expelled from the Cemetery by a City representative.
- 5.04 No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
- 5.05 Vehicles and bicycles shall not be operated to exceed a speed of 10 km/hr while within the premises of the Cemetery and shall not leave the roadways or park on the grass unless directed to do so by the City.
- 5.06 Other than those approved by the city, off-road motorized vehicles including all-terrain or utility vehicles, snowmobiles, maintenance equipment or any other motorized vehicle or equipment are prohibited.
- 5.07 No person may damage, destroy, remove or deface any property within the cemetery. Any person who in the Cemetery, damages, alters, or moves any turf, tree, plant, Memorial, 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, altered or moved by the person liable.
- 5.08 All pets must be kept on a leash and must remain on the road, parking lot, and sidewalks. Pet owners are responsible for cleaning up after their pets, properly disposing of waste in the receptacles provided, and for ensuring that their visit maintains the dignity of the site.
- 5.09 Waste, debris or other rubbish shall not be thrown on roadways, lots, walkways or any part of the grounds. Receptacles are provided where appropriate for the deposit of cemetery waste, debris, rubbish, weeds, decayed flowers, and plants. Disposal of household waste or personal waste other than that associated with permitted Cemetery uses is prohibited.

## **6.00 Interment Rights**

- 6.01 Subject to the availability of Lots, Interment Rights may only be purchased from the City in accordance with the FBCSA, which price shall include the portion specified by the FBCSA for deposit to the Care and Maintenance Fund.
- 6.02 At the time when Interment Rights are purchased from the City and paid in full, the City shall provide the Purchaser a copy of the Contract for the purchase of the Interment Rights, a copy of the of the current Cemetery By-Law, a copy of the price list and The BAO's publication A Guide to Death Care in Ontario, also known as the "Consumer Information Guide."
- 6.03 In accordance with the FBCSA, when Interment Rights have been paid in full the City shall provide the Interment Rights Holder with a certificate of Interment Rights. Where more than one Interment Rights Holder has been identified, the certificate of Interment Rights shall only be issued to the Interment Rights Holder appearing first in the Register.
- 6.04 Interment Rights for a Niche shall only be purchased from the City, except where an Interment Rights Holder sells their existing Interment Rights for a Niche to a Third-Party Purchaser in accordance with this By-Law.
- 6.05 The City shall be the sole provider of structures, Memorials, and Monuments that contain a Niche, and any structures, Memorials and Monuments containing a Niche which are not provided by the City are not permitted. The design of a structure, Memorial or Monument containing a Niche must be approved by the Commissioner, who may use their sole discretion to approve or deny a design. The City may also establish a fee for the Interment Rights to the area of the Cemetery where the private structure containing a Niche is situated in accordance with the Price List.
- 6.06 Interment Rights Holders shall inform the City immediately of any changes to the information contained within the certificate of Interment Rights.
- 6.07 In the event that the original certificate of Interment Rights cannot be located, a person claiming to be an Interment Rights Holder may request a new certificate of Interment Rights upon providing any documentation which is requested by the Commissioner and payment of the prescribed fee. It is within the Commissioner's sole discretion to decide whether to grant a new certificate of Interment Rights.
- 6.08 To ensure accuracy of the Register, no transfer of any Interment Rights or any interest therein shall be binding upon the City, unless an application for the transfer has been submitted, including necessary supporting documentation or any such other documentation as requested has been provided, the original certificate of Interment Rights returned if available, and the Commissioner approves of the transfer. Upon approval by the Commissioner and payment of the prescribed fee, the transfer shall be made and a new certificate of Interment Rights issued.
- 6.09 The City shall retain the Interment Rights to a Lot where an interment has taken place in accordance with the FBCSA and the price for the Lot including any amounts due to the Care and Maintenance Fund have not been paid in full.



- 6.10 An individual that wishes to obtain the Interment Rights for a Lot that is held by the City of Oshawa shall be required to establish to the satisfaction of the Commissioner that the individual is the Authorized Representative of the deceased interred within the Lot, and to pay any outstanding charges associated thereof with the Interment Rights and a transfer fee as prescribed in the current Cemetery Price List.
- 6.11 Subject to the provisions of this By-law and the FBCSA, and provided that no part of the Interment Rights have been exercised, the rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the City is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.
- 6.12 The Interment Rights Holder is responsible for any expenses associated with the removal and disposal of any Memorial that has been installed on the Lot.
- 6.13 Interment Rights to a Niche within a structure, Memorial or Monument are not eligible for repurchase by the City as established in section 6.11.
- 6.14 Where an Interment has taken place in a Niche within a structure, Memorial or Monument that has been installed on a Grave or Lot, the Interment Rights of an Interment Rights Holder are deemed to have been exercised as if an Interment has taken place within the Grave or Lot.
- 6.15 No person shall purchase Interment Rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The Interment Rights may not be sold to Third Party Purchasers for more than the price set out in the current Price List.
- 6.16 Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser with the following:
- The interment rights certificate endorsed with the following:
    - o A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
    - o A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
    - o The date on which the rights were sold to the third-party purchaser.
    - o The name and address of the third-party purchaser.
    - o A statement of any money owing to the cemetery operator in respect to the rights.
  - A written statement of the number of lots that have been used in the plot grounds to which the rights relate and the number of lots that remain available.
  - Any other documents in the rights holder's possession relating to the rights or requested by the Commissioner.
  - A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the City with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser shall be considered the current interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

- 6.17 A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.
- 6.18 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 FBCSA 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.
- 6.19 All Interment Rights held by more than one person are deemed to be held in joint tenancy, unless proven otherwise.
- 6.20 In the event of a dispute between two or more parties regarding the ownership of any Interment Rights, the Commissioner shall have the sole discretion to determine who the Interment Rights Holder(s) is/are.

## 7.00 Interment and Disinterment

- 7.01 Only Human Remains or Cremated Human Remains will be permitted for Interment within the Cemetery.
- 7.02 All Interments in a Lot must be authorized in writing by all Interment Rights Holder(s) or their Authorized Representative, except the Interment of an Interment Rights Holder in the Lot.
- 7.03 In cases where there is a dispute regarding the location or placement of an Interment, the Commissioner, in their sole discretion, shall decide where the Interment shall take place.
- 7.04 The Commissioner may, in their sole discretion, decide that an Interment or Disinterment:
- a) may take place despite any other provision of this By-Law provided that any other applicable statute, regulation or by-law is complied with.
  - b) shall not take place due to weather or ground conditions, or any condition that creates an unsafe condition.
- 7.05 A Purchaser requesting an Interment in a Lot shall be held responsible for charges incurred as agreed to in the Contract.
- 7.06 The Purchaser of Interment services and/or their agent(s) must notify the Cemetery of any death that was the result of contagious disease or violence, prior to arrangements being made for the Interment. Any additional costs necessary to protect the health and safety of any person shall be at the expense of the Interment Rights Holder or Purchaser, which must be paid prior to the Interment.
- 7.07 Unless prescribed by the FBCSA, no Interment shall be permitted in any Lot where either the Interment Rights or any other outstanding charges have not been paid in full.
- 7.08 The following things are required before an interment can take place:
- a) **Contract:** For each burial or entombment of human remains, or each scattering of cremated human remains, the purchaser or rights holder(s) must enter into a contract.
  - b) **Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act (i.e., Estate Trustee or authorized next of kin).
  - c) **Proof of Registration of Death:** A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing

that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

d) **Interment of Cremated Remains:** A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.

e) **Payment:** Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place.

7.09 Not more than one (1) Interment shall be made in any single Grave except:

- a) In areas designated for double depth Interment, two (2) Casket Interments may be made. The first Interment must be made at the lower level; or
- b) the Cremated Human Remains of four (4) persons may also be interred in a Grave in which a Casket containing Human Remains has been interred and where the Grave is greater than or equal to 2.23 square meters (24 square feet); or,
- c) the Cremated Human Remains of two (2) persons and a Casket having a maximum dimension of 91 centimeters by 46 centimeters (36 inches by 18 inches) may also be interred in a Grave in which a Casket containing Human Remains has been interred and where the Grave is greater than or equal to 2.23 square meters (24 square feet); or,
- d) the Cremated Human Remains of two (2) persons may be interred in a Grave that is greater than 0.37 square meters (4 square feet) but less than 2.23 square meters (24 square feet) that has been designated for the Interment of Cremated Human Remains.

7.10 For Graves designated as a child single depth, only the Interment of Human Remains or Cremated Human Remains of a child that was less than eighteen (18) years of age at the time of death will be permitted.

7.11 The Interment of a Casket in any Grave where Cremated Human Remains have previously been interred shall only be permitted at the sole discretion of the Commissioner.

7.12 Not more than two (2) Interments of Cremated Human Remains shall be permitted in a Niche except where otherwise designated on the certificate of Interment Rights.

7.13 Not more than one (1) Interment shall be permitted in a Crypt except;

- a) The Cremated Human Remains of one (1) person shall be permitted either prior to, or simultaneous to the Interment of a Casket; or,

- b) The Cremated Human Remains of four (4) persons, in which case no Casket Interment shall be permitted.
- 7.14 Human Remains to be interred must be enclosed in a Casket or other container that is enclosed securely on all sides, and of sufficient strength to permit safe handling and placement within the Lot with the container remaining intact. The Casket or container must be of a size to permit Interment within the designated Lot or Grave and in accordance with the requirements of the FBCSA.
- 7.15 Cremated Human Remains to be interred must be enclosed in a container that is enclosed securely on all sides, and of sufficient strength to permit safe handling and placement within the Lot with the container remaining intact. The container must be of a size to permit Interment within the designated Lot or Grave and in accordance with the requirements of the FBCSA.
- 7.16 In a Lot designated only for double depth Interment the first Interment must be enclosed within a Vault and made at the lower level of the Lot.
- 7.17 The City requires that the delivery, placement and installation of a Vault or Urn Vault is the responsibility of the supplier.
- 7.18 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
- 7.19 A Disinterment shall be performed in accordance with the FBCSA. A burial certificate under the Vital Statistics Act is not required to reinter Human Remains that have been disinterred in accordance with the FBCSA. A disinterment will be completed at a day and time as designated by the Cemetery. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. No persons shall be permitted to attend a Disinterment other than those permitted to attend by permission of the Commissioner or as required by law.

- 7.20 The disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.
- 7.21 Disinterments will be scheduled at a day and time designated by the cemetery operator.
- 7.22 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.
- 7.23 Human Remains that have been disinterred shall be placed in a replacement Casket or Vault prior to being transported within the Cemetery.
- 7.24 The fees for Disinterment do not include the associated costs of a replacement Casket or Vault, or professional services of qualified personnel as required, which must also be paid prior to the Disinterment.
- 7.25 Cremated Human Remains interred in a Grave are considered non-recoverable and may not be disinterred, unless they have been interred in a concrete, metal or other similar container having a minimum size of 0.03 cubic meters (1 cubic foot).
- 7.26 The City is not responsible for any damage to any Casket, Vault, Urn Vault, urn or other container sustained during either Interment or Disinterment.
- 7.27 Notice of each Interment to be made shall be given to the City at least 48 hours in advance, 16 hours of which must be during the Cemetery office's regular hours of operation. The City is not responsible for having Lots prepared for Interments unless such notice is given. For Crypt and Mausoleum Interments, notice shall be given to the City at least 72 hours in advance, 24 hours of which must be during the Cemetery office's regular hours of operation. The notice period shall not commence until all documentation, Contracts, payments or other such information as may be required has been provided to the City.
- a) Where sufficient notice of Interment is not provided, a Lot may be prepared for Interment at the discretion of the Commissioner.
- 7.28 The Cemetery does not offer Interment services on Sundays or public holidays observed by the City unless required by law.
- 7.29 Every effort will be made to complete the Interment on the assigned date and time. If an Interment cannot be completed due to inclement weather conditions, health and safety concerns, and/or any other conditions beyond the control of the City, the City reserves the right to establish a temporary set up for the Interment. The Interment shall then be postponed and rescheduled for an alternate date and time as soon as possible.

- 7.30 The fees for Interment do not include the cost of moving, replacing or reinstallation of any Memorial necessary for Interment within a Lot. Additional fees may apply and may include any costs associated with using professional services or other qualified personnel.
- 7.31 The City is not responsible for providing services associated with the handling, transportation or movement of Human Remains within the Cemetery.

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

- 8.01 No Memorial, Marker, Monument, foundation or other structure shall be erected, installed within the Cemetery or permitted on a Lot until accrued charges have been paid in full.
- 8.02 Interment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the City, all Memorials upon Lots with Interment Rights purchased prior to 1992.
- 8.03 The City will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, damage to any Memorial, Marker or Monument or part thereof.
- 8.04 Pillow Markers will only be permitted for installation due to repair or replacement.
- 8.05 Minor scraping, scratching or other superficial damage to any Memorial base or Item due to cemetery operations is considered normal wear and tear and is not compensable.
- 8.06 The City is not responsible for any loss or damage to any Pillow Marker, Memorial, or part thereof including features, adornments or ornamentation that projects above the surface of the ground.
- 8.07 The City reserves the right to determine the maximum size of Memorials, their number and their location on each lot.
- 8.08 No Memorial, Marker, Monument or other permanent memorial shall be placed, moved, altered or removed without permission of the City.
- 8.09 A photograph attached to a Memorial 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 without notice.
- 8.10 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. Items placed or attached to a Niche or at the base of the Columbarium may be removed and disposed of by the City without notice.

- 8.11 No inscription or Memorial design will be permitted that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Commissioner's ruling is final.
- 8.12 All Memorials shall be installed in the designated areas for each Lot as approved by the City.
- 8.13 No Memorials or Memorial inscriptions, alterations, removal, installation or delivery will be permitted except where provided by the City, or where the City's request for installation form is completed and contains the following information:
- a) Name and contact information of the Memorial supplier;
  - b) Name and address of the purchaser;
  - c) Name and location of the recipient
  - d) Interment Rights Holder's name and address;
  - e) Instructions for placement of Memorials on the Lot;
  - f) The overall size of the Memorial, including dimensions of the Base and Tablet as applicable.
  - g) A description of the Memorial including colour, design and any inscriptions or engraving; and,
  - h) The appropriate payment to the Care and Maintenance Fund in relation to the size of the Memorial as set out in the FBCSA, which payment must be paid prior to or together with delivery of the Memorial.
- 8.14 Every person installing a Memorial or requesting a Memorial to be installed in the Cemetery, shall pay the prescribed amount as set out in the FBCSA to the Care and Maintenance Fund.
- 8.15 If in the opinion of the Commissioner, a Memorial in the Cemetery presents a risk to public safety because it has become unstable, the City shall do whatever is necessary by way of removing, repairing, resetting or laying down the Memorial to remove the risk. The City will only use reversible processes to preserve and stabilize a marker. In addition, if the Memorial is removed, it will be placed in a storage area.
- 8.16 Notwithstanding any Memorial design or placement within a Lot as specified within this By-Law, the City reserves the right to approve other Memorial designs or placement within a Lot as may be requested to repair, replace or match an existing Memorial installed on a Lot or to preserve the historical features and design characteristics of the Cemetery. In cases of dispute the Commissioner's ruling shall be considered final.



8.17 The purchase of a Lot which includes a shared Memorial provided by the City permits the Interment Rights Holder the use of the Memorial side facing their Lot for memorialization subject to the following conditions:

- a) All inscriptions and designs are subject to the prior approval of the City.
- b) The Interment Rights Holder will be held responsible for any costs which arise when improper or unapproved work is undertaken and for any damage to the shared Memorial, the Cemetery or the property of another Interment Rights Holder.
- c) The City will make reasonable efforts to notify the Interment Rights Holders that share the Memorial prior to removal of the Memorial for inscription.

## **9.00 Monuments**

9.01 Monuments are only permitted on Lots as indicated on the certificate of Interment Rights or as approved by the City.

9.02 All Monument designs must be approved by the City. The City reserves the right to charge a fee for the review and approval of any Monument or Memorial design.

9.03 Except where provided by the City, Monuments that include a Niche in the design are strictly prohibited.

9.04 All Monuments must conform to the following minimum design requirements:

- a) Constructed principally of bronze or granite.
- b) No uncovered vertical joints.
- c) The minimum height of a Base shall be 20 centimeters (8 inches).
- d) The minimum width of a Base shall be 35 centimeters (14 inches).
- e) No Base shall have less than 15 centimeters (6 inches) of rock pitch or rough edging along the bottom outside edges.
- f) A Base shall be both wider and longer than a Tablet so that a minimum border of 5 centimeters (2 inches) remains between the Tablet and edge of the Base on all sides.
- g) The minimum thickness of a Tablet shall be 20 centimeters (8 inches).
- h) A Tablet must be securely affixed to the Base by any means necessary to prevent the Tablet from separating from the Base.
- i) A maximum of two vases or candle holders are permitted to be installed on a Base, provided they are constructed of granite, bronze or stainless steel, and

adequately drained to prevent any collection of water. Candle holders must be full enclosed on all sides by a door or lid. If a translucent section is necessary, it must be made of unbreakable, heat-resistant glass. The Base must be of an adequate size to maintain a minimum border of 5 centimeters (2 inches) on all sides

- 9.05 The maximum length of a Monument Base is controlled by the width of the Lot where it will be installed. No part of a Monument or Base shall be closer than 15 centimeters (6 inches) to the sides of the Lot on which it is to be installed.
- 9.06 Dates of birth or death may not be placed on the back of any Monument unless the Interment Rights of the Lots on both sides of the Monument are owned by the same Interment Rights Holder.
- 9.07 All foundations for Memorials 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 Price List as the case may be.
- 9.08 Where reasonably possible, foundations shall be no less than 122 centimeters (48 inches) deep and shall extend no more than 5 centimeters (2 inches) on each side from the Base.
- 9.09 Any Monument that is provided or prescribed in relation to military, police or other service of the Federal or Provincial Governments shall be exempt from the minimum design requirements, provided the Memorial is in compliance with the design parameters or requirements prescribed by the appropriate Municipal, Provincial, or Federal Government or the respective agency to which the service applies.
- 9.10 Foundations will generally be installed at intervals to be determined by the Commissioner in their sole discretion, between May 1<sup>st</sup> and October 30<sup>th</sup> of each year, subject to the prevailing weather and ground conditions.
- 9.11 No Monument may be installed on a Lot until the foundation is complete and the City has authorized the installation. All Monuments are to be installed by the Monument provider at their own expense.

## **10.00 Markers and Foot Markers**

- 10.01 All Marker designs must be approved by the City.
- 10.02 Markers are permitted with size and quantity restrictions as determined by the City, taking into consideration the characteristics of the Lot and the Lot location within the Cemetery, and subject to the following restrictions:
  - a) One Marker is permitted in the designated space within each Lot or Grave.
  - b) One Foot Marker is permitted in a Grave or Lot that has a minimum length of 243 centimeters (96 inches).

- c) Except where permitted by the City, no Marker or Foot Marker shall be smaller than 1,110 square centimeters (172 square inches).
- d) No Marker or Foot Marker shall be placed closer than 15 centimeters (6 inches) to the sides of any Lot or Grave, except where the Marker is installed over the immediately adjacent Grave as requested by the Interment Rights Holder or where specified within this By-Law.
- e) The maximum width of any Marker or Foot Marker shall be 153 centimeters (60 inches).
- f) The maximum length of any Marker or Foot Marker shall be 51 centimeters (20 inches).

10.03 All Markers and Foot Markers must confirm the following design specifications

- a) Constructed principally of bronze or granite.
- b) Have a uniform thickness of no less than 10 centimeters (4 inches) and no greater than 15 centimeters (6 inches). No sloped, bevel cut, or natural Markers will be permitted.
- c) The top and bottom of the Marker must be level and true.
- d) The sides of the Marker must be sawn, or rock pitched.

10.04 All Markers and Flat Markers shall be installed by, or contracted to be installed by, the City at the expense of the Interment Rights Holder, upon payment of the fee stipulated in the Price List as the case may be.

10.05 Except where required by the City, Markers placed in the corner of any Lot are not permitted for installation.

**11.00 Columbarium Memorials**

11.01 All Memorials placed on a Columbarium Niche must be purchased from the City at the price set out in the Price List.

11.02 Memorials installed on a Columbarium Niche must be constructed of bronze or granite only and will be of a design as specified by the City.

**12.00 Care of Lots – General**

12.01 Any individual placing or leaving any Item within the Cemetery does so at their own risk. The City is not liable for loss or damage to any Item left on any Lot or within the Cemetery.

12.02 The grounds of the Cemetery shall be maintained by the City to preserve the dignity and decorum of the cemetery.

- 12.03 Any Item or personal property left on any Lot or within the Cemetery that, in the opinion of the Commissioner, appears unsightly, is damaged, is offensive and/or inappropriate, and/or is otherwise prejudicial to the general appearance of the Cemetery, may be removed and disposed of without notice.
- 12.04 Interment Rights Holder(s) are responsible for the care and maintenance around any Memorial, when the placement of an Item does not permit safe and/or routine maintenance of the surrounding turf through regular cutting, trimming, or other maintenance activities. Failure to ensure proper maintenance of a Memorial may result in the removal and disposal of any Item without notice, to ensure the dignity of the cemetery and the safety of staff and others.
- 12.05 No person or Contractor shall perform any installations or maintenance work upon a Lot without the knowledge and permission of the City.
- 12.06 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.
- 12.07 Temporary candles made of heat-resistant glass are permitted provided they are monitored at all times. Candles that are not monitored will be removed and disposed of without notice.
- 12.08 Temporary memorials constructed of wood, metal or other durable non-hazardous materials will be permitted for a period of one year following the date of Interment provided they are properly maintained, and do not create any hazard or health and safety risk. Temporary memorials that are broken, unmaintained or hazardous may be removed and disposed of without notice at the discretion of the Cemetery. The size of a temporary memorial shall not exceed the size of a Memorial that would be permitted in accordance with this By-law.
- 12.09 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 and may be removed and disposed of without notice.
- 12.10 Any Item or personal property left on any Lot or within the Cemetery that contains or is made of hazardous materials or any other material that in the opinion of the Commissioner may create a hazard to workers or visitors, is not permitted and may be removed and disposed of without notice.

12.11 No person 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.

12.12 No unauthorized person shall move any Memorial in the Cemetery.

12.13 Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed and disposed of by the City if so found.

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

13.01 Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder for that Lot. Failure to properly maintain any plant material may result in removal or maintenance as required by City Staff at the expense of the Interment Rights Holder.

13.02 Subject to the restrictions and provisions set out in this By-Law, compact shrubs, perennials, flowering or other plants may be cultivated on Lots immediately adjacent to the Memorial, in the designated planting area.

13.03 A designated planting area not exceeding 45 centimeters (18 inches) is permitted directly adjacent to the front and sides of a Memorial that has been installed on a Lot. A planting area on the side of a Memorial shall only be permitted where there is a minimum of 60 centimeters (24 inches) between the Memorial and the Lot boundary.

13.04 The installation of raised edging or other materials to establish a border around a planting area or Memorial is prohibited and may be removed and disposed of without notice.

13.05 Planting areas are not permitted adjacent to a Foot Marker and may be removed and disposed of without notice.

13.06 Maintenance of any and all plant material that is planted, cultivated or placed on a Lot is the sole responsibility of the Interment Rights Holder. Failure to follow this stipulation may result in removal and disposal without notice.

13.07 Plant materials must not be cultivated in a manner to delineate the Lot boundary and or in any manner that impedes the City's ability to maintain the Lot or Cemetery. Failure to follow this stipulation may result in removal and disposal without notice.

13.08 Trees or shrubs supplied by the City growing within any Lot may not be removed without the consent of the City.

13.09 Spreading perennials, noxious weeds, and/or plants hazardous to the health and safety of any person are prohibited. Failure to follow this stipulation may result in removal and disposal without notice.

13.10 Only memorial trees purchased from the Cemetery in accordance with the current Price List will be permitted to be planted in Union Cemetery. The location and species of the

tree will be at the sole discretion of the City. No other memorial tree or tree of dedication will be permitted.

- 13.11 Any plant material that is detrimental to any Lot, drain, road and/or walk, and/or if it detracts from the general appearance of the grounds, and/or if it creates an inconvenience to the public or the City, the City may remove and dispose of such plant material at the expense of the Interment Rights Holder without notice.
- 13.12 An Interment Rights Holder is solely responsible for the removal of shrubs on their Lots, including the trunk and roots. An Interment Rights Holder will be solely liable for any damage to property and/or equipment which is caused by their removal of, or alternatively their failure to remove, the trunks and/or roots of shrubs on their Lot.
- 13.13 To preserve an orderly appearance in the Cemetery, the City may re-establish turf in the place of any planting area that has not been planted by June 30 of the current year, and the cost of doing so shall be charged to the Interment Rights Holder.
- 13.14 Planting areas must be cleared of annual flowers and other tender plants prior to November 1 of the current year.
- 13.15 Potted plants and/or artificial or fresh cut flowers are permitted between April 1 and October 31 of each year provided they are placed in a vase constructed of wood, metal or other durable non-hazardous materials, and are placed immediately adjacent to the Memorial, maintained in a state of good repair and not detrimental to the general maintenance of the Cemetery. No potted plants and/or artificial or fresh cut flowers or decorations are permitted at a Foot Marker. Failure to follow these stipulations may result in removal and disposal without notice.
- 13.16 The City has the right to remove and dispose of all floral decorations, flowers, potted plants, wreaths, baskets of flowers or any other articles or items left on any Lot or within the Cemetery without notice when, in the sole discretion of the Commissioner, they are or become hazardous, damaged, withered, unsightly, and/or for any other reason that the Commissioner deems such removals to be in the best interest of the Cemetery.
- 13.17 Vases, urns and flower stands not properly cared for and not filled with plants by June 15<sup>th</sup> in the current year may be removed and disposed of by the City from the Lot or Cemetery without notice, and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable by the Commissioner may be removed and disposed of by the City from the Lot or Cemetery without notice.
- 13.18 Artificial wreaths or other floral tributes without glass or plastic covers are allowed to be placed on the Lot after November 1 in each year, provided they are securely fastened to the Monument, or where there is no Monument, mounted on an appropriate metal stand securely anchored to the ground. All wreaths and wreath stands must be removed prior to April 30<sup>th</sup> of each year, failing which the City will have them removed and disposed of without notice.

## **14.00 Mausoleum Regulations**

- 14.01 All Human Remains other than Cremated Human Remains to be interred within a Mausoleum or Crypt must be embalmed, and placed in a sealed, leak-proof Casket.
- 14.02 For a private mausoleum where in the opinion of the Commissioner repairs are necessary and the Interment Rights Holder is unable and/or unwilling to make those repairs, the Cemetery may remove the Human Remains from the private mausoleum and reinter them elsewhere in the Cemetery at a location chosen by the City. The City may take down and remove the structure, at its expense. In that event, all claim to, or in the land and the private mausoleum by the Interment Rights Holder shall cease and come to an end. The City shall make reasonable efforts to advise the Interment Rights Holder in advance, in the event the actions described in this paragraph become necessary.
- 14.03 At the sole discretion of the City, an Interment Rights Holder who hold Interment Rights within the Mausoleum may be provided a key to a Mausoleum for access when the Cemetery grounds are open and shall be responsible for locking the door to the Mausoleum upon their exit.
- 14.04 Visitation by the general public or an Interment Rights Holder that does not have a key to a Mausoleum is generally permitted during the Cemetery office hours of operation, subject to the operational requirements of the Cemetery. An appointment must be scheduled in advance.

## **15.00 Rules for Monument Dealers, Contractors and Workers**

- 15.01 All Contractors who do work in the Cemetery, shall meet the requirements as established by the City, including requirements for worker and liability insurance coverage. It is the responsibility of all Contractors to inform themselves of all requirements put in place by the City.
- 15.02 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 for any reason and shall only supply services during the normal hours of operation unless otherwise directed by the City.
- 15.03 No concrete foundation shall be placed on a Lot until the City has approved the grading of the Lot and all loose material is removed from the site to the satisfaction of the City. The finished surface of the foundation shall be flush with the surrounding ground level and shall provide a level surface free of defects.
- 15.04 No Contractor shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood where required during the course of their work in order to protect the surface from damage. Any costs for the repair of any damages caused by the Contractor will be at the sole expense of the Contractor.

15.05 For the safety of all visitors and staff, all work sites must be secured when left unattended. All materials used by a Contractor 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 in accordance with the direction given by the City. In the event the City's direction is not followed, any materials or works may be removed at the Contractor's expense.

#### **16.00 Gifts and Donations**

16.01 The City gratefully accepts donations or gifts to the Cemetery.

16.02 Memorial benches must be made of granite and can only be purchased through the Cemetery and may not be set on any Lot.

16.03 All donated trees and structural gifts, such as features, birdbaths and sundials, 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. Their placement shall be made at the sole discretion 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 and/or replacement of any donated items.

#### **17.00 Short Title**

17.01 This By-law may be referred to as the "Cemetery By-Law".

#### **18.00 Repeal and Replace**

18.01 By-Law 76-2012, as amended is hereby repealed and replaced with this By-Law.

18.02 This By-law shall come into force on the date of its passing.

By-law passed this Twenty-sixth day of May, 2025

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Mayor

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City Clerk