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2023-012 (Original)	January 30, 2023	-

Consolidated for Convenience Only

This is a consolidation copy of a City of Owen Sound By-law for convenience and information. While every effort is made to ensure the accuracy of this by-law, it is not an official version or a legal document. The original by-law should be consulted for all interpretations and applications on this subject. For more information or to view by-laws please contact the Clerks Department

The Corporation of the City of Owen Sound

By-law No. 2023-012

A By-law to provide for the control, regulation and management of Greenwood Cemetery

WHEREAS Section 10 of the *Municipal Act, 2001* provides that municipalities may provide any service that the municipality considers necessary or desirable for the public; and

WHEREAS on January 27, 2014, the Council of The Corporation of the City of Owen Sound (the "City") passed By-law No. 2014-012 with respect to the regulation and management of Greenwood Cemetery; and

WHEREAS on August 26, 2022, the subject by-law was filed with the Registrar, of the Bereavement Authority of Ontario (the "Registrar"); and

WHEREAS on September 26, 2022, the subject by-law was approved by the Registrar; and

WHEREAS on January 16, 2023, City Council passed Resolution No. R-230116-017 directing staff to rescind By-law No. 2014-012 and replace it with the subject by-law to provide for the control, regulation and management of Greenwood Cemetery, in consideration of staff report CS-22-104, presented to the Community Services Committee on December 14, 2022;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF OWEN SOUND HEREBY ENACTS AS FOLLOWS:

Part I. Preamble and Defined Terms

Short Title

1. This by-law may be referred to as the "Greenwood Cemetery By-law".

Purpose

2. This by-law has been enacted to establish a policy and procedures regulating the management and control of Greenwood Cemetery, to ensure that peace and order are maintained, and the Cemetery is properly managed.

Headings

3. The division of this by-law into parts and the insertion of headings are for convenient reference only and shall not affect interpretation of the by-law.

References to Applicable Law

4. All references to applicable law are ambulatory and apply as amended from time to time.

Interpretation

5. For the purposes of this by-law:
"Care and Maintenance Fund" means a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance

fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

"Cemetery" means the lands set aside and approved for the interment of human remains and includes a mausoleum, or other such structures known as Greenwood Cemetery in the City;

"City" means The Corporation of the City of Owen Sound;

"Corner Posts" means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot;

"Columbarium" means a building or structure with Niches for the purpose of holding cremated remains in perpetuity;

"Contract" means all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

"Crypt" means an individual compartment in a mausoleum for the entombment of human remains;

"Die", when referring to an Upright Monument, means the part of the Upright Monument which can be engraved;

"Disinter" means to dig up or remove interred human remains and

"Disinterment" shall have a similar meaning;

"Flat Marker" means a Marker set flush with the surface of the ground;

"Funeral, Burial and Cremation Services Act, 2002" means the *Funeral, Burial and Cremation Services Act, 2002*, SO 2002, c 33 and the Regulations there under;

"Inter" or "Interment" means the opening of a lot and then the placing of dead human remains or cremated human in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium;

"Interment Right" or "Interment Rights" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker;

"Interment Rights Certificate" means 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;

"Jewish Section" means the Northwest Section Ranges 40 and 41 lot numbers 3 to 32;

"Lot" or "Lots" means a single grave space;

"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;

“Memorial Service” means a planned gathering at a cemetery lot after the date of an interment of a casket or cremated remains, inurnment of cremated remains in a columbarium or scattering of cremated remains

“Muslim Section” means the Northwest Section Ranges 36, 37, 38 and 39 lot numbers 3 to 32”;

“Natural Burials Section” means Greenwood Gardens Section, Ranges 44 and 44A;

“Niche” or “Niches” means an individual compartment in a columbarium for the entombment of cremated human remains;

“Plot” means two or more Lots where Interment Rights have been sold as a unit;

“Regulator” means the Bereavement Authority of Ontario;

“Scattering” means the act of spreading of cremated remains over a designated area within the Cemetery which shall be conducted in accordance with the provisions of this by-law;

“Scattering Gardens” means the land within the Cemetery that is set aside to be used for the scattering of cremated human remains;

“Statutory Holiday” means and includes New Year’s Day, Family Day, Easter Monday, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day Thanksgiving, Christmas Day and Boxing Day;

“Upright Monument” means any Marker projecting above ground level; and

“Vehicle” means vehicle as defined by the *Highway Traffic Act*, RSO 1990, c H.8.

Scope

6. This by-law shall apply to all activities, business, interments, Cemetery staff, community organizations, religious service providers, and all persons visiting the Cemetery.

Part II. Cemetery Rules

General

7. No person shall disturb the quiet or good order of the cemetery with excessive noise or other nuisance or inappropriate conduct. Persons causing such a disturbance may be expelled from the grounds.
8. No person shall cause any litter, refuse, wrapper, container, waste or garbage to be thrown out on roads, walks or any part of the cemetery grounds.
9. No person shall possess any alcoholic beverage on cemetery property.
10. Any person in control of a pet in the Cemetery shall, at all times:
 - a. maintain control of the pet;
 - b. pick up pet leavings, and dispose in a waste container or carry bagged pet waste off the Cemetery grounds; and
 - c. keep the pet off all turf areas.
11. Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

12. Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
13. The Cemetery has the right at any time to re-survey, enlarge, diminish, 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.

Visitation Times

14. The Cemetery is open for visitation from dawn to dusk.

Vehicular Parking and Traffic

15. All persons operating a vehicle in the Cemetery shall:
 - a. travel at a rate of speed less than 20 km/hr;
 - b. not cause damage to cemetery roads, parking areas or other property;
 - c. not cause a vehicle to leave the paved roadways; and
 - d. not travel on a road:
 - i. where a barricade has been erected to indicate the road is closed;
 - ii. which has not been cleared of snow; or
 - iii. in an otherwise unfit condition for vehicular travel.
16. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
17. Parking is only permitted in the Cemetery where:
 - a. the area is specifically designated to allow parking; or
 - b. during a scheduled interment or memorial service, vehicles may park on an internal road without leaving room for another vehicle to pass; or
 - c. a vehicle can be parked on the side of a road while allowing traffic to pass the parked vehicle without leaving the pavement.

Lot Alteration

18. Without written authorization from Cemetery staff, no person shall:
 - a. change the grade of a lot;
 - b. cut any sod;
 - c. move Corner Posts, markers or monuments; or
 - d. remove any flower, shrub or planter from a lot other than their own.
19. In the event that a person alters a lot contrary to section 17 of this by-law, the cost of any work undertaken by Cemetery staff to restore the lot to its original condition shall be paid for by the person who contravened section 15 or the owner of the lot.

Memorial Service

20. Prior to holding a memorial service, a person or group shall:
 - a. apply in writing to Cemetery staff at least 15 days before the proposed date; and

- b. assume responsibility for damage to cemetery property and expenses incurred as a result of the memorial service through a service contract for the event.

Staff Exempt

21. While performing the duties of their job, Cemetery staff are exempt from Part 2 of this by-law.

Part III. Interment Rights

Reserved Sections

22. In order to offer services that best match specific cultural or religious criteria, the City may by agreement with a society, church or other organization, reserve a section of the Cemetery to be used exclusively for the Interment of deceased members of such society, church or other organization.
23. Upon such agreement being made, no person shall be issued an Interment Rights Certificate for a Lot in a reserved section unless the application to the City to purchase an Interment Rights Certificate is accompanied by written confirmation from such society, church or organization stating that they or the person on whose behalf they may be acting is entitled to burial in the reserved section. All licenses issued and services rendered by the City pursuant to this section shall be subject to payment at the regular rates prescribed by the Fees and Charges By-law.

Sale by City

24. The City may sell Interment Rights for lots for a fee prescribed by the Fees and Charges By-law.
25. The payment of all fees owed to the City shall be made directly to the City and not through a third-party service provider.
26. Fees shall be remitted to:
 - Greenwood Cemetery
 - 190 1st St. SW
 - Owen Sound Ontario
 - N4K 5S5
 - Hours of Operation are:
 - Monday to Friday, 9:00-16:00
 - Alternate times may be arranged by appointment.
27. Extra depth Interment rights shall no longer be sold by the Cemetery.
28. All persons purchasing Interment Rights are required to sign a contract, and provide a copy of government issued photo identification, with the Cemetery agreeing to follow all obligations of an Interment Rights holder and all policies, rules and regulations of the Cemetery and the Regulator.
29. A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Private Transfer of Interment Rights

30. The cemetery operator prohibits the resale of interment or scattering rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment or scattering rights cannot be prohibited so long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.
31. All private transfers of unused Interment Rights are subject to the Transfer of Interment Rights Fee prescribed by the Fees and Charges By-law. No transfer is recognized until the transfer portion of the Interment Rights Certificate is completed and received by the City.

Rights and Privileges

32. The purchase of Interment Rights in accordance with this by-law:
 - a. may be at any time prior to need or use; and
 - b. provides the purchaser with the right and privilege to authorize:
 - i. the interment of human remains; and
 - ii. the installation of monuments or markers, subject to the provisions of this by-law.
33. The purchase of Interment Rights in accordance with this by-law, does not permit the Interment Rights holder to:
 - a. resell or transfer any Interment Rights which have been used; or
 - b. sub-divide any Interment Rights.

Service Fees

34. The sale of Interment Rights by the City shall include:
 - a. perpetual care and maintenance of the Cemetery grounds;
 - b. leveling of sunken Lots to grade; and
 - c. general upkeep of Lots conducted at the discretion of Cemetery staff.
35. The Fees and Charges By-law prescribes fees for:
 - a. care and maintenance and Interment services where Interment Rights have been sold without said provisions;
 - b. Interment fees; and
 - c. other requested services which are performed by Cemetery staff.

Care and Maintenance

36. A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds and markers. Services that can be provided through this fund include:
 - a. re-leveling and sodding or seeding of Lots or scattering grounds;
 - b. maintenance of cemetery roads, sewers and water systems;
 - c. maintenance of perimeter walls and fences;
 - d. maintenance of cemetery landscaping;

- e. maintenance of mausoleum and columbarium;
 - f. repairs and general upkeep of cemetery maintenance buildings and equipment;
37. No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
38. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.
39. Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

Allocation of Revenues

40. Revenue from the sale of Interment Rights shall be allocated to operating or reserve funds as described in the Fees and Charges By-law.

Part IV. Interment Procedures

Conditions Required Prior to Interment

41. Cemetery staff shall be in attendance at each Interment and Disinterment.
42. Prior to conducting any Interment, all of the following preconditions shall be met:
- a. notice given to Cemetery staff at least eight business hours before the proposed Interment;
 - b. submission of the Burial Permit or Cremation Certificate to the City;
 - c. written confirmation of:
 - i. the name, place of birth, residence, age, date of death, and sex of the deceased;
 - ii. the name and address of the funeral director and the nearest relative of the deceased; and
 - iii. the date, time and location of the Interment, entombment or inurnment.
 - d. payment of all fees and service charges owed to the City;
 - e. verification that all caskets, cement vaults/liners and urns will fit the Interment space provided; and
 - f. written authorization from the Interment Rights holder to proceed and confirmation of Interment Rights by:
 - i. an Interment Rights Certificate, contract or deed indicating the rightful owner of the Interment Rights; or
 - ii. where evidence of ownership is unavailable, a signed Interment Rights and Services contract, saving the City harmless from all subsequent claims from such Interment activity;
 - iii. should the interment or scattering rights holder be 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., Personal Representative, Estate Trustee, Executor or next of kin.

- g. For Interment Rights in a reserved section, submission of written authorization from the society, church or other organization stating that the Interment is entitled to occur in the reserved section.

Adverse Conditions

43. Interment services shall be held in the Mausoleum Chapel where Cemetery Staff determine that conditions outside are not suitable for conducting an Interment due to:
 - a. weather or ground conditions;
 - b. the time of year from the first day of December to the first day of April; and
 - c. other conditions which risk the safety of persons or may cause damage to Cemetery property.
44. There shall be no additional fee for Interment services held in the Mausoleum Chapel.

Scattering of Cremated Remains

45. Prior to the scattering of cremated remains, any person or persons making such a request shall:
 - a. submit an application to scatter cremated remains to Cemetery staff;
 - b. agree, in writing, that the cremated remains are non-retrievable once properly scattered; and
 - c. pay the Scattering of Cremated Remains fee as prescribed by the Fees and Charges By-law.
46. Scattering of cremated remains shall be performed by or in the presence of Cemetery staff in Cemetery Scattering Gardens.

Funeral Services

47. The City shall provide a map of the route for funeral processions within the Cemetery.
48. Funerals which require Cemetery staff to work beyond their normal work hours will be charged an additional fee as prescribed by the Fees and Charges By-law.

Containers

49. Caskets or other like containers are mandatory, and when used in the Cemetery shall be constructed of at least 19.05 millimeters ($\frac{3}{4}$ inch) pine or a material of equal strength or a container constructed by a manufacturer with the sole purpose of containing deceased remains for an interment.
50. A cement vault or liner or other permanent container shall be required for:
 - a. all casket interments made in "Memorial Gardens;" and
 - b. all extra deep interments.
51. Cremated remains for inurnment in a Niche or crypt must be enclosed in a polypropylene plastic urn or an urn made of other durable materials.
52. Containers for the purpose of interments in the Natural Burials Section shall be simple unfinished wood construction or similar biodegradable material that meets or exceeds the conditions of clause 39 of this this

bylaw, and be constructed without the use of metal, plastic or other durable material that does not biodegrade in natural soil conditions;

Number of Interments Permitted

53. The maximum number of interments in any one lot shall be determined by the type of lot as follows:
- a. regular Interment Lot:
 - i. 1 standard depth Interment and the Interment of 4 cremated remains;
 - ii. 1 double depth Interment only where a double depth interment sold previously is contractually binding by the Interment Rights Certificate, 1 standard depth Interment and the Interment of 3 cremated remains; or
 - iii. the Interment of 5 cremated remains.
 - b. infant and/or preferred cremation Lot:
 - i. the Interment of 1 infant and/or preferred cremation.
 - c. cremation Lot:
 - i. the Interment of 4 cremated remains.
 - d. any Niche:
 - i. the number of urns which fit within the Niche to a maximum of 2.

Part V. Disinterment Procedures

Approval

54. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains from the cemetery may take place. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the cemetery.
55. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
56. All requirements under the *Funeral, Burial and Cremation Services Act, 2002* must be met in order for a Disinterment to proceed.

Conduct

57. Unless otherwise ordered by the medical officer of health, Disinterment shall be conducted as determined by Cemetery staff as weather permits between May 1 to October 31.
58. The removal of human remains, not contained in a permanent outer container, must be completed by a certified funeral director.

Provision of a Container

59. If the original Interment container is damaged during disinterment such that it is rendered unusable, the Interment Rights Holder must supply a new container at their expense.

Removal of Private Memorials

60. Any Marker or Upright Monument, designating the location of the Interment, shall be removed at the expense of the Interment Rights Holder, at the time of disinterment.

Part VI. Mausoleum Vault Regulations**Storage Duration and Restrictions**

61. All bodies to be placed in the mausoleum vault for winter storage must be stored in a casket or like container constructed on all sides of at least 19.05-millimeter ($\frac{3}{4}$ inch) pine or alternate material of equal strength approved by Cemetery staff. Light duty containers are not accepted for mausoleum vault storage.
62. All bodies must be removed from the mausoleum vault by the first day of May each year, unless storage of bodies is otherwise approved by Cemetery staff.
63. Interment in Greenwood Cemetery of all bodies previously stored in a Mausoleum Vault shall:
- a. be made at a time determined by the Cemetery staff, in cooperation with the funeral director.
64. No body may be deposited in the vault from the first day of June to the first day of December unless it is enclosed in an airtight metallic casket or hermetically sealed zinc-lined box, and with the permission of Cemetery staff.
65. Cemetery staff may, at any time, direct the removal and interment in a single grave of any body stored in the vault if required by the condition of the body. A reasonable effort will be made to contact the Interment Rights Holder and/or the funeral home prior to the interment taking place;
66. The bodies of persons dying from contagious diseases shall not be admitted to the vault and must be interred.

Storage Fees

67. All bodies stored in the mausoleum vault that will not be interred in the Cemetery will be subject to a fee prescribed by the Fees and Charges By-law unless an alternative agreement exists.

Part VII. Lot Decorations**Cut and Artificial Flowers**

68. Placement of cut and artificial flowers shall only be permitted on Lots:
- a. in holders made of metal, plastic or other material which will not shatter;
 - b. up to a maximum of:
 - i. one holder on a single Lot, or

- ii. no more than two holders on two or more Lots that do not exceed the lot dimensions.
69. Unsightly flowers shall be removed without notice from Lots by Cemetery staff.
70. The City is not responsible for lost, stolen or damaged lot decorations.

Wreaths and Arrangements

71. Arrangements which are secured to an Upright Monument and do not touch the ground are permitted at any time.

Flower Beds

72. Flower beds shall only be planted as follows:
- a. after the installation of an Upright Monument;
 - b. in beds not to exceed 30.5 cm from the Upright Monument;
 - c. in front of an Upright Monument; and
 - d. on the side(s) of an Upright Monument where Interment Rights are owned.

Shrubs

73. Small deciduous shrubs and dwarf evergreen trees shall only be planted:
- a. with prior approval of the proposed planting plan including planting method and plant material;
 - b. with an approved supplies and services contract;
 - c. on a Lot with an Upright Monument, with a maximum of one shrub on either side.
74. All planting costs are borne solely by the Interment Rights Certificate holder;
75. Unauthorized shrubs shall be removed without notice.

Structures and Objects

76. Copings, fences, benches, steps and other structures are prohibited and shall be removed by Cemetery staff without notice at a cost to the Interment Rights Certificate holder.
77. Any structures built on any lot previous to the adoption of these regulations, which have become unsightly by reason of neglect or age, shall be removed.
78. The following objects are prohibited and shall be removed without notice:
- a. candles, lamps and other flammable items; and
 - b. flowerpots, containers and decorations made of glass, ceramic, crockery or other material which may shatter.

Other Decorations

79. Any other decorations or objects which have not been specifically approved by Cemetery staff are not permitted and shall be removed at the expense of the Interment Rights Holder.

Special Provisions – Greenwood Gardens

80. Greenwood Gardens, Ranges 44 and 44A are designated as the Natural Burials Section, subject to the conditions in force at time of purchase of interment rights.

Special Provisions – Northwest Extension

81. The following Lot decoration provisions shall apply to the Northwest Extension:
- a. Ranges 40 and 41, lots 3 to 32 are designated as the Jewish Section under agreement
 - b. Ranges 36, 37,38 and 39, lots 3 to 32 are designated as the Muslim Section under agreement

Part VIII. Memorialization**General**

82. Flat Markers, foundations and bronze plaques shall only be installed or moved in accordance with this by-law by Cemetery staff after all service charges have been paid by the Interment Rights Certificate holder.
83. Contractors may install or remove an Upright Monument with permission from Cemetery staff and the Interment Rights holder.
84. All Markers shall conform to the specifications in schedule A of this by-law.
85. All cremation Niches must be memorialized with bronze plaques approved by Cemetery staff.

Permitted Locations and Placement

86. Upright Monuments shall only be permitted on a full-size casket Lot with the exception of Memorial Gardens B.
87. Where permitted, only one Upright Monument shall be placed on a Plot.
88. Upright Monuments must be placed where designated unless written permission is given by Cemetery staff for an alternative placement. Unauthorized Markers will be removed at the expense of the Interment Rights holder.
89. Upright monuments are not permitted in the Natural Burials Section, Greenwood Gardens Ranges 44 and 44A.

Special Provision – Memorial Gardens Block 'B'

90. Only flat markers are permitted in the Memorial Gardens Block "B" subject to the specifications in Schedule A of this by-law.

Existing Upright Monuments

91. Where part of a Cemetery Plot is sold with an existing Upright Monument:
- a. future Interments may only use a Flat Marker up to a maximum of two flat markers per lot; or
 - b. an agreement must be reached with the Interment Rights Holder to use the existing Upright Monument.

Marker Dealers and Manufactures

92. No Upright Monument shall be delivered to the Cemetery until the foundation is completed.

93. Prior to the construction of the foundation, Cemetery staff must be provided with the following:
- a. the exact measurements of the Marker base; and
 - b. at least fifteen days advance notice of the proposed date of installation.
 - c. Foundations shall be allowed to cure for 48 hours prior to the placement of a monument on the foundation;

Care and Maintenance Contribution

94. Where installed in the Cemetery, the following are subject to a Care and Maintenance Fee in accordance with the Fees and Charges By-law:
- a. any Upright Monument; or
 - b. any Marker over 436.9 sq. cm.

Monument Safety and Upkeep

95. Interment Rights Holders shall keep all Upright Monuments safe and free of damage.
96. Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
97. Where Cemetery staff have determined that a Monument is in disrepair or unsafe and notified the Interment Rights Holder in writing:
- a. the owner must complete the repair within three months; or
 - b. Cemetery staff will complete the repair at the expense of the Interment Rights Holder.
98. Some wear and tear is expected on monument bases and flat marker edges due to normal groundskeeping practices. Bases and flat marker margins should be rough cut to limit the appearance of wear marks;
99. Cemetery Staff will take reasonable precautions to protect the property of Interment Rights holders;
100. The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

Part IX. Contractors

Requirements

101. Every contractor entering the Cemetery for business purposes shall:
- a. provide proof of coverage under the Workers' Compensation Act and their Workers' Compensation Number to the City;
 - b. carry a minimum two-million-dollar liability insurance and provide the policy number and name of the Insurance Company to the City;
 - c. comply with the service contract with the Cemetery, where applicable; and

- d. have the permission of the holder of Interment Rights as required.

Responsibilities

102. The demeanour and behaviour of all contractors and their employees shall be consistent with all of the Cemetery rules outlined in Part 2 of this By-law.
103. Workers shall cease all work in the immediate vicinity of a funeral service, while the service is being performed.
104. Contractors shall be held responsible for any damage to Lots, Monuments or other property resulting from their work.

Working Time Restrictions

105. Contractors may only enter the Cemetery for business purposes between 7:30 am and 4:00 pm, Monday to Friday.
106. No contractor shall begin work that cannot be completely finished before the weekend, including cleanup, without written permission from Cemetery staff.

Part X. Enforcement

Penalty

107. Any person, organization or business who contravenes the provisions of this by-law is guilty of an offense and, upon conviction, is subject to the penalty set out in the Funeral Burial Cremation Services Act, 2002, or the Provincial Offences Act.

Part XI. Conflict and Transition

Conflict

108. In the event the provisions of this by-law are inconsistent with the provisions of the Funeral, Burial and Cremation Services Act, 2002, its Regulations or any other Act, the provisions of the Act or Regulation shall prevail.

By Law Amendments:

109. The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.
110. All by-law amendments must be:
- a. Published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - b. Conspicuously posted on a sign at the entrance of the cemetery; and
 - c. Delivered to each supplier of markers who has delivered a marker to the cemetery during the year, if the by-law or by-law amendment pertains to markers or their installation.
111. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

Terms Severable

112. The terms and provisions of this by-law shall be severable, and should any term or provision be found by a court of competent jurisdiction to be legally unenforceable, in operative or invalid, the remainder of the by-law shall continue to be in full force and effect.

By-law Repealed

113. By-law No. 2014-012 is repealed.

Effective Date

114. The by-law shall come into full force and effect on the date that it is passed as which time all by-laws policies and resolutions that are inconsistent with the provisions of this by-law are hereby repealed, revoked or rescinded, as the case may be, insofar as it is necessary to give effect to the provisions of this by-law.

FINALLY PASSED AND ENACTED this 30th day of January, 2023.

Signature on file _____
Mayor Ian C. Boddy

Signature on file _____
Briana M. Bloomfield, City Clerk

Schedule 'A' to By-law 2023-012 – Mandatory Marker Specifications

Upright Monument Specifications		
Foundation	6' deep Constructed of concrete by Cemetery staff	
Base	Single Lot:	24" Maximum Length 14" Maximum Thickness 6" Minimum Height 8" Maximum Height
	Double Lot:	48" Maximum Length 14" Maximum Thickness 6" Minimum Height 8" Maximum Height

If overall height of Monument exceeds 36", tablet must be 8" thick and base 14" thick.
 Maximum overall height is 48" including base.
 Larger lots or special orders to be discussed and approved on a case-by-case basis.

Special Provisions – Upright Monument Specifications	
Infant and Preferred Cremation	Maximum Base Size 24"x 12"x 8" Maximum Overall Height of 32"

Flat Marker Specifications		
Construction	The bottom of the base shall be cut level and true. Edges must be smooth to ease installation and reduce frost heaving.	
Any Single Lot	Maximum Size	24"x 12"x 4"
Memorial Gardens Block B	Maximum Size	24"x 12" x 4" on 1 lot 42" x 18" x 4" on 2 lots 48" x 18" x 4" on 3 lots
Concrete Foundation	Required when marker exceeds:	30"x16"