

**THE CORPORATION OF THE CITY OF BROCKVILLE**  
**By-Law Number 042-2021 (as amended)**  
**Consolidated Copy**

*A By-Law of the City of Brockville to establish the maintenance,  
management, regulation and control of the Brockville Cemetery and to  
repeal previous By-laws (as amended by By-law 098-2021)*

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WHEREAS the Corporation of the City of Brockville has established the Brockville Cemetery upon those lands formerly known as the Oakland Cemetery, Old Brockville Cemetery, Old St. Peter's Cemetery and New St. Peter's Cemetery to operate as a municipal cemetery; and

WHEREAS ON July 1, 2012 the *Cemeteries Act*, R.S.O. 1990, c.4 was repealed and replaced by the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33; and

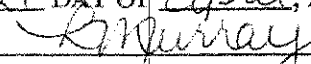
WHEREAS subsection 53(7) of the of the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33 (the "Act"), and section 85 of Ontario Regulation 30/11 under the Act, authorizes the Corporation of the City of Brockville to act as the trustee of a care and maintenance fund or account; and

WHEREAS the *Funeral, Burial and Cremation Services Act*, S.O. 2002, c.33 and Ontario Regulation 30/11 provides that an owner of a cemetery may make By-laws governing rights, entitlements, and restrictions with respect to interment and scattering rights in the said cemetery; and

WHEREAS section 10 of the *Municipal Act* S.O. 2001, Chap. C.25, as amended, confers the power to a municipality to pass by-laws with respect to services and things that the municipality is authorized to provide; and

WHEREAS it is necessary to update the rules and regulations for the Brockville Cemetery to be compliant with the Act;

NOW THEREFORE the Council for the Corporation of the City of Brockville enacts as follows:

CERTIFIED TRUE COPY  
THIS 21 DAY OF April, 2023  
  
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S. Lynn Murray, Deputy City Clerk  
City of Brockville

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## A. DEFINITIONS

**Act:** The Funeral, Burial and Cremation Services Act, 2002 (FBCSA)

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

**By-laws:** The rules and regulations under which the Cemetery (and/or Crematorium) operates.

**Care and Maintenance Fund:** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 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:** Shall mean the Brockville Cemetery located on *Concession 1 Part Lot 19 & Part Lot 20*, Township of Elizabethtown-Kitley, County of Leeds, being land set aside to be used for the interment of human remains.

**Cemetery Services:** In respect of a lot, crypt, or niche;

- (I) Opening and closing of a grave, crypt or niche
- (II) Interring or disinterring human remains
- (III) Construction of a foundation for a marker (applicable only to lot or crypt)

**Certificate of Interment Rights:** The document issued by the Brockville Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Columbarium:** Is a structure designed for the purpose of interring cremated human remains in niches or compartments;

**Contract:** For purposes of these by-laws, 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

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the Cemetery By-laws, a copy of the Consumer Information Guide and the Price List.

**Corner Posts:** Shall mean 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.

**Crypt:** An individual compartment in a mausoleum for the entombment of human remains.

**Die:** The part of an upright monument which can be engraved.

**Grave:** (also known as Lot) means any inground burial space intended for the interment of a human remains or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.

**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.

**Interment Rights Holder:** The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Lot:** For the purposes of this By-Law a lot is an area of land in the cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground or upright marker which protrudes above the ground and is used to mark the location of a burial lot.

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

**Municipality:** Shall mean the Corporation of the City of Brockville.

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**Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.

**Ontario Regulation 30/11:** O. Reg. 30/11

**Ontario Regulation 184/12:** O. Reg. 184/12

**Operator:** The Corporation of the City of Brockville

**Plot:** For the purposes of these by-laws, means two or more lots in respect of which the rights to inter have been sold as a unit.

**Registrar:** Shall mean the Registrar appointed under the FBCSA.

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

**Scattering Rights Holder:** Any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

## **B. GENERAL INFORMATION**

### **Hours of Operation:**

Visitation Hours: Sunrise to sunset

Office Hours:

Summer Hours: May 1 to October 31,

8:00 am – 12:00 pm (By appointment only)

1:00 pm – 4:00 pm (Drop In)

Winter Hours: November 1 to April 30,

8:00 am to 4:00 pm (By appointment only)

Burial Hours: Monday to Friday, 9:00 am to 3:00 pm  
Saturday and Sunday subject to availability and surcharge

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**General Conduct:**

1. The Cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.
2. No person may damage, destroy, remove or deface any property within the Cemetery.
3. All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.
4. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
5. Children under the age of twelve years are not admitted to the grounds unless accompanied by an adult.
6. Vehicles within the Cemetery shall be driven at a moderate rate of speed of no more than 20 km/h (15 mph) and shall not leave the avenues or park on the grass unless directed to do so by the Cemetery Operator.
7. No pleasure ATVs (all-terrain vehicles), dirt bikes or snowmobiles are allowed in the Cemetery.
8. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
9. Enquiries or complaints by plot owners or visitors shall be made to the Cemetery Office and not to the workmen or the grounds keeper.
10. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates any provisions of these policies and procedures may be expelled from the cemetery.

**By Law Amendments:**

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

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All by-law amendments must be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA and the Bereavement Authority of Ontario.

**Liability:**

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.

**Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

**Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

**Right to Re-Survey:**

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.

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### **C. CANCELLATION OR SALE AND TRANSFER OF INTERMENT RIGHTS**

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the Interment Rights Holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third-party buyer for their interment rights.

#### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

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

#### **Cancellation of Interment or Scattering Rights after the 30-Day Cooling-Off Period:**

Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the certificate of interment rights has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.



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**Care and Maintenance Fund Contributions:**

As required by the Funeral, Burial and Cremation Services Act, 2002, and O. Reg. 30/11 and 184/12, a percentage of the purchase price of all interment rights, scattering rights and the prescribed amount set out in the Act where there were no scattering rights sold, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

**Notice of Resale and Transfer of Interment or Scattering Rights:**

The resale or transfer of interment or scattering rights directly to a third party is prohibited. An interment rights holder wishing to resell their interment rights must make the request to the Cemetery Operator in writing. The Cemetery Operator will repurchase according to the Funeral, Burial and Cremation Act, 2002 and its associated regulations. The interment or scattering rights will be repurchased at the price listed on the Cemetery Operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request. If the certificate of interment rights has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice.

If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.

In accordance with cemetery by-laws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. A certificate of interment rights will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

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#### **D. BURIAL OR SCATTERING OF CREMATED REMAINS**

Interment or scattering rights holder(s) must provide written authorization prior to a burial or scattering. 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.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or scattering taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

In accordance with the FBCSA and O. Reg 30/11 and 184/12 the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains, or each scattering of cremated human remains.

Payment must be made to the cemetery before a burial can place.

The cemetery shall be given 24 business hours, or 3 business days of notice for each burial of human remains, cremated human remains or scattering of cremated human remains. Weekend burials or scatterings are upon availability and surcharge.

The opening and closing of graves, crypts and niches or the scattering of cremated remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

Cremated remains may be scattered within a designated area of the cemetery.

Cremated remains are not permitted to be scattered on a grave.

A scattering rights contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.

Once scattered cremated remains cannot be retrieved.

Human remains may only be disinterred in accordance to the FBCSA and its associated regulations. Written consent of the interment rights holder and prior notification of the medical officer of health must be received by the Cemetery Operator. 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.

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).

A maximum of one (1) casket interment and/or four (4) cremation interments are permitted in any single lot or grave. A lot designated for a child or infant are permitted a maximum of one (1) casket or cremation interment.

A maximum of two (2) cremation urns are permitted in any cremation lot or double niche. A maximum of one (1) cremation urn is permitted for a single niche.

Winter interments shall mean all interments between the first day of November in any year and the last day of April of the following year. Winter interments are subject to an additional surcharge.

## **E. MEMORIALIZATION**

### **General:**

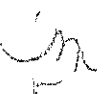
1. No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
2. No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Cemetery Operator.
3. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

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4. The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
5. The Cemetery Operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
6. All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.
7. 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 so as to remove the risk.
8. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
9. A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including dimensions, material of structure, construction details, and proposed location.
10. Memorials – Monuments, markers, plaques, etc. are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.

**Monuments:**

For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above the ground level.



1. No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the Cemetery.
2. Candle holders and vases may constitute part of a monument if they are made of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.
3. Candle holders must be included in determining the overall size of the memorial. A maximum of two (2) candle holders or vases shall be placed on the base of a monument. They must be centered on the end or ends of the base.
4. A candle holder must be adequately drained to prevent any collection of water and be fully enclosed on all sides by a door or lid.
5. No monument or marker will be delivered to the Cemetery without the Request for Installation form containing the following information:
  - a. the interment rights owner's name and address.
  - b. instructions for placement of the marker or monument.
  - c. the dimensions in the case of a flat marker.
  - d. in the case of a monument:
    - i. the dimensions of the die, height, width, length.
    - ii. the dimensions of the base, height, width, length.
    - iii. the overall size of the monument.
  - e. the appropriate amount for the care and maintenance fund in relation to the size of the marker/monument as set out in the FBCSA, must accompany the monument.
6. Every person installing a monument or marker in the Cemetery shall pay the prescribed amount, as set out in the FBCSA, to the care and maintenance fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
7. Every person wishing to install a marker in the Cemetery shall pay the amount prescribed by the FBCSA. No care and maintenance fee required when the existing memorial is replaced by the family.
8. If a monument or marker in a cemetery presents a risk to public safety because it is unstable, the Cemetery staff shall do whatever

is necessary by way of repairing, resetting or laying down the marker to remove the risk.

9. A double lot is only allowed two (2) headstones, two (2) footstones and four (4) corner posts. Due to the work involved to keep this level, the quantity permitted per lot will be restricted.
10. The maximum size monument allowed on a single lot is:
  - a. height 1.52 metres (5 ft)
  - b. width 86.36 cm (34 in)
  - c. base 86.36 cm (34 in)
  - d. die 20.50 cm (8 in)
11. Should the monument not exceed 100 cm (3 ft) overall height, the die may be 15.24 cm (6 in).
12. The minimum width of a base is controlled must not be smaller than 30.48 cm (12 in). No base shall be closer than 5.08 cm (2 in) to the lot width side lines on which it is to be installed.
13. Monuments cannot be placed "back to back".
14. Monuments must be placed at the head end of the lot except where alignment with existing nearby monuments justifies another location.
15. Approval of the location must be obtained from the Cemetery Operator before a monument is set.
16. The die stones must be installed on a granite base. The height of the base shall be a minimum of 10.16 cm (4 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.6 cm (3 in) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
17. No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery Operator.

18. All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery at the expense of the interment rights holder.
19. The charges for the construction of foundations are set forth in the price list.
20. The Cemetery Operator will provide all Monument Dealers with a standardized form for foundation orders.
21. All payments for foundations and related care and maintenance fees for monuments or markers will be solely collected by the Cemetery Operator directly from the purchaser.
22. All monuments taller than 30.48 cm (12 in) shall have a 1.22 metre (4 ft) deep foundation poured at the owner's expense.
23. All foundation installations may be delayed due to factors beyond the control of the Cemetery Operator without notice.
24. No foundations may be constructed after November 1st in any year and before April 30<sup>th</sup> in the following year, except with the permission of the Cemetery Operator. The timing of the installation of foundations will be at the discretion of the Cemetery Operator. The Cemetery Operator will, as is reasonable and taking into consideration the time period between November 1st and April 30<sup>th</sup> the following year when foundations may not be constructed, construct the foundations in the same year as they are purchased. Timing of foundation installation will be determined when the minimum number of five foundations have been purchased.
25. The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the interment rights holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Cemetery at the expense of the interment rights holder. Foundations will be not less than 1.22 metres (4 ft) deep and they will be set at the Cemetery Operator's direction.
26. The required concrete mix for foundations will be at the discretion of the Cemetery Operator.

27. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
28. Foundations must be cured for a minimum of 48 hours before placing the monument.
29. No concrete shall be placed until a representative of the Cemetery has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
30. Defective areas must be repaired to the approval of the Cemetery. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.27 cm (1/2 inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Cemetery Operator.

### **Markers:**

1. The Interment rights holder may on the receipt of his Rights Certificate, at his own expense, have an official of the Cemetery place bronze, stone or concrete landmarks 15.24 cm (6 in) square and not less than 15.24 cm (6 in) deep, dressed on all sides and bearing the lot and section number legibly and permanently marked thereon, at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.
2. Markers will be accepted for installation during regular working hours. If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
3. Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments.





- Single lot maximum 40.64 cm x 60.96 cm (16 in x 24 in)
  - Double lot maximum 60.96 cm x 81.28 cm (24 in x 32 in)
  - Cremation lot maximum 40.64 cm x 50.70 cm (16 in x 20 in)
4. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by employees of the Cemetery Operator, at the expense of the interment rights holder, on payment of the fee provided in the price list.
  5. One marker may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument and shall not exceed 40.64 cm x 60.96 cm (16 in x 24 in).
  6. Any flat marker that exceeds the standard width of 30.48 cm (12 in) can only be installed after a full interment has taken place.
  7. The minimum thickness for all flat markers including footstones is 10 cm (4 in).
  8. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

## **F. CARE AND PLANTING**

1. No one shall change the grading of a lot or plot without the permission of the Cemetery Operator, and if any change is undertaken without permission, the Cemetery Operator may restore the lot to its original grade, at the expense of the interment rights holder and/or the person changing the grade.
2. 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.
3. Flowers, potted plants, wreaths and baskets of flowers which have become withered or unsightly shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

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4. Flower beds not exceeding 45.72 cm (18 inches) in width shall be permitted in front of monuments and where there is no monument, can only be made by permission of the Cemetery Operator.
5. Planting of borders around lots is prohibited.
6. To preserve the appearance of the cemeteries, any flower bed of the previous year which has not been planted by June 15th may be sodded by the Cemetery and the cost charged to the Internment Rights holder.
7. Flower beds must be cleared of tender plants after the first frost of the autumn. Lot owners desiring to take any plants away should do so before their removal becomes necessary.
8. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical. Those who place potted plants or urns, not planted by cemetery staff, are responsible for their upkeep and must remove them by October 1st.
9. Only one artificial wreath or artificial flower arrangement without glass or plastic covers is allowed to be placed on the lot, provided it is securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground.
10. 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.
11. The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery staff, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

## **G. CONTRACTOR/MONUMENT DEALER**

Any contract work to be performed within the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs,

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drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

WSIB coverage  
Occupational Health and Safety compliance standards  
Evidence of liability insurance of not less than \$5 million

1. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
2. Contractors shall give 24 business hours notice to the Cemetery Operator prior to beginning of work on cemetery grounds, unless exceptional circumstances arise.
3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
4. No work will be performed at the cemetery except during the regular business hours of the cemetery.
5. Contractors shall temporarily cease all operations if they are working in proximity to a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
6. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
7. Heavy loads shall not be permitted in the cemetery unless approved by the Cemetery Operator.
8. No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.

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9. No monument or marker will be removed without written permission from the Cemetery Operator and the Interment Rights Holder.
10. There shall not be a variance of more than 1.27 cm (1/2 inch) in the size of the base required as stated on the work order and the size of the monument delivered.
11. No monument dealer shall park on the grass unless otherwise directed to do so by the Cemetery Operator.
12. All implements and materials used in the performance of any work shall be placed where the Cemetery Operator may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Operator may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.
13. If bushes are allowed the intended monument should not exceed 50% of the lot width. i.e. 1.83 metres (6 ft) width allows for .91 metres (3 ft) monument and 45.72 cm (18 in) for each bush.

## **H. MORTUARY REGULATIONS**

1. The use of the storage vault for any cemetery other than the Brockville Cemetery shall be billed at the current rates.
2. The Cemetery Operator shall contact the funeral director to remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
3. All bodies must be removed from the vault by May 31<sup>st</sup> in each year.
4. The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
5. The Cemetery Operator reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it be deemed necessary, the vault may be used at no extra charge until the weather conditions permit the interment.

6. All bodies stored in the vault must be embalmed for health reasons.
7. No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.
8. Interment Rights Holders who desire the use of the chapel for funeral services may obtain same upon application to the Cemetery Operator.

### **I. COLUMBARIUM REGULATIONS**

1. All the general rules and regulations of the Brockville Cemetery shall apply to the columbarium.
2. No inurnment shall be made without the permission from the burial rights holder or a proper representative of the estate if the burial rights holder is deceased.
3. Niches will be opened only by the Cemetery Operator and sealed by them after an inurnment is made.
4. No person other than cemetery staff shall remove or alter niche fronts.
5. Each niche is intended for one or two urns.
6. It is advisable that the name of the person for whom inurnment is intended, be registered on the books of the Cemetery, so that no complications may arise when request for inurnment is made.
7. No inurnment shall be permitted until all payments due to the Cemetery have been made.
8. Flowers or wreaths are not to be placed against or near any part of the columbarium.
9. Glass vases or other breakable items shall not be placed around the columbarium.

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10. No transfer of burial rights to a columbarium niche shall be valid until approved by and recorded in the books of the Cemetery. A transfer fee will be charged.
11. The number of cremated remains to be placed in each niche is determined by the urn size and niche dimensions and in accordance with the designated policy for each columbarium.
12. No ornamentation shall be permitted on a columbarium niche.
13. The lettering on a columbarium niche shall comply with the specifications established.

#### **J. MAUSOLEUM REGULATIONS**

1. All the general rules and regulations of the Brockville Cemetery shall apply to the mausoleum.
2. Proper certificates of death and burial permits must accompany all bodies before entombment takes place in the mausoleum.

#### **K. SEVERABILITY**

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

#### **L. SHORT TITLE**

This By-law may be called the "Brockville Cemetery By-law".

#### **M. EFFECTIVE DATE**

This By-law shall come into force on the date it is approved by the Registrar in accordance with the Act.

*EM*

**N. REPEAL**

All by-laws of the City of Brockville previously providing for the maintenance, management, regulation and control of the Brockville Cemetery are hereby repealed.

Given under the Seal of the Corporation  
of the City of Brockville and Passed  
this 11<sup>th</sup> day of May, 2021

\_\_\_\_\_  
[M. Kalivas]  
Mayor

\_\_\_\_\_  
[S. MacDonald]  
City Clerk

Approved by the Bereavement Authority of Ontario  
Dated this 12 day of October, 2022  
Signed: Ray Porrill

<b>APPROVED</b>	<b>APPROUVÉ</b>
By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	Par le Régistrateur, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>October 12, 2022</u>	

CERTIFIED TRUE COPY  
THIS 24 DAY OF April, 2022  
\_\_\_\_\_  
S. Lynn Murray, Deputy City Clerk  
City of Brockville