THE CORPORATION OF THE CITY OF BROCKVILLE
Bylaw Number 054-2026

A Bylaw of the City of Brockville to Establish the Maintenance, Management, Regulation and Control of Pet Cemeteries located at the Brockville Cemetery

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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 December 16, 2024 the City of Brockville received approval from and fulfilled all necessary requirements of the Consent Granting Authority, United Counties of Leeds & Grenville for the operation of a Pet Cemetery on the Brockville Cemetery property in lands severed from the north-east corner of lands formerly known as the Oakland Cemetery; and

WHEREAS pet burials will only be permitted in this location known as Pet Cemetery C; and

WHEREAS pet burials within other areas of the Brockville Cemetery property, including burials or scattering of pet remains in human burial areas, will not be permitted; and

WHEREAS this bylaw will be applicable to areas now closed to pet burials on the Brockville Cemetery property, referred to as Pet Cemetery A and Pet Cemetery B; and

WHEREAS section 10 of the Municipal Act S.O. 2001, Chap. C.25, as amended, confers the power to a municipality to pass bylaw 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 Pet Cemetery;

NOWTHEREFORE THE COUNCIL FOR THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

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1. DEFINITIONS

Burial/Interment (Pet): The opening of an in-ground lot and then the placing of a dead pet body or the remains of a cremated pet body in that lot, followed by closing the in-ground lot. Burial/interment for pet remains is only permitted in Pet Cemetery C.

Bylaw: The rules and regulations under which the pet cemeteries operate.

Cemetery Services: In respect of a pet burial lot;

(I) Opening and closing of a grave
(II) Interring of pet remains (pet body or pet cremated remains)
(III) Installation of a marker

Columbarium (Pet): Is a structure designed for the purpose of interring cremated pet remains in niches or compartments.

Contract: For purposes of this bylaw, all purchasers of pet interment rights, or related 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 Pet Cemeteries Bylaw, and the corresponding price list.

Contractor: Shall refer to any parties providing service contracted by either the Cemetery Operator and/or Interment Rights Holder. This shall include, but not be limited to, monument companies, landscaping firms, and suppliers of bereavement sector articles.

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.

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

Grave (Pet): see Lot.

Interment Right: The right to require or direct the interment of pet remains or cremated pet remains in a grave or lot 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 pet burial 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 pet 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 (Pet): An area of land in the pet cemeteries containing, or set aside to contain, interred pet remains.

Marker: A permanent memorial structure used to indicate the location of a pet burial. This includes any upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a pet burial lot.

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

Opening and Closing Fee: The fee charged by the cemetery operator to excavate a grave for the interment of pet remains and then refill the grave.

Operator: The Corporation of the City of Brockville

Pet: Any domesticated animal that commonly cohabits in family households for companionship or support. This term excludes exotic animals, farm animals, wild animals and any other animal defined by the municipality as a prohibited animal.

Pet Cemeteries: Shall mean the three pet cemetery areas located on the Brockville Cemetery grounds, referred to as Pet Cemetery A, Pet Cemetery B, and Pet Cemetery C. Burials are prohibited in Pet Cemetery A & Pet Cemetery B.

Pet Cemetery C: Shall mean the pet cemetery located at the Brockville Cemetery on *Concession 1 Part Lot 19 & Part Lot 20*, Township of Elizabethtown-Kitley, County of Leeds, that is adjacent to the Lyn Road (County Road 46). This land has been set aside to be used for the interment of pet remains.

Plot: For the purposes of these bylaws, means two or more lots in respect of which the rights to inter a pet body or pet cremated remains have been sold as a unit.

2. GENERAL INFORMATION

2.1 Hours of Operation:

Visitation: Sunrise to sunset, January 1 to December 31

Office Hours: May 1 to October 31, 1:00 pm – 4:00 pm

Burial: May 1 to October 31, weekdays from 9:00 am to 3:00 pm

2.1.1. No burials permitted on weekends, public holidays, or between November 1 to April 30.

2.2 General Conduct:

2.2.1. The Brockville Cemetery reserves full control over the operations and management of land within the pet cemeteries.

2.2.2. No person may damage, destroy, remove or deface any property within the pet cemeteries.

2.2.3. All visitors should conduct themselves in a quiet manner that shall not disturb any other visitors. Anyone who disturbs the quiet and good order by any noise or inappropriate action may be expelled from the pet cemeteries.

2.2.4. No parades shall be admitted to or be organized within the pet cemeteries.

2.2.5. Children under the age of twelve can visit the pet cemeteries if accompanied by an adult.

2.2.6. Vehicles within the pet cemeteries shall be driven at a moderate rate of speed of no more than 20 km/h (15 mph).

2.2.7. Parking for Pet Cemetery C will be limited to three designated spots, with dedicated driveway access near the Lyn Road (County Road 46). Eligible parking spaces will have posted signs.

2.2.8. Vehicles shall not leave the avenues or park on the grass surrounding the pet cemeteries unless directed to do so by the Cemetery Operator. Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.

2.2.9. No pleasure ATVs (all-terrain vehicles), dirt bikes or snowmobiles are allowed in the pet cemeteries.

2.2.10. Enquiries or complaints shall be made to the Cemetery Office and not to the workmen or the grounds keeper.

2.2.11. Any communication between Interment Rights Holder(s) and companies that sell memorialization or bereavement sector supplies or services are separate from the Cemetery Office. The Cemetery Operator is not responsible for any external provider that provides inaccurate information to Interment Rights Holder(s).

2.2.12. Interment Rights Holder(s) who have purchased, inherited, or were transferred Interment Rights that are not compliant with this bylaw shall have a small tag placed at their site and a letter outlining the deficiencies identified mailed to their address listed on file.

Interment Rights Holder(s) will be permitted up to thirty (30) days following the notice of deficiency to correct any items identified. Following this window, the Cemetery Operator reserves the right to remove or correct the items identified.

2.2.13. The Cemetery Office will not tolerate any verbal harassment, coercion, or bullying at any time.

2.3 Bylaw Amendments:

2.3.1. These bylaws and all procedures that comply with them, may be amended periodically. Bylaw amendments will be published on the City of Brockville website.

2.3.2. As this bylaw is for pet cemeteries, where only pet remains have or will be interred, it is not subject to the approval of the Registrar, Bereavement Authority of Ontario.

2.4 Liability:

2.4.1. 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, marker, or other article that has been placed in relation to an interment right save and

except for direct loss or damage caused by gross negligence of the cemetery.

2.5 Public Register:

2.5.1. The Brockville Cemetery Office will keep a public register for all pet burial lots sold. The public register will also contain information related to any interments that have taken place.

2.6 Pets or Other Animals:

2.6.1. The Brockville Cemetery will only permit pet burials within the section designated as 'Pet Cemetery C' located near the Lyn Road (County Road 46).

2.6.2. Visitors to the pet cemeteries who bring domesticated animals must have them on a leash and under their control at all times. Any domesticated animals considered to be running at large, aggressive, or violating Township of Elizabethtown-Kitley Bylaw 18-16 may be subject to fines.

2.7 Right to Re-Survey:

2.7.1. The Cemetery Operator 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 pet cemeteries, subject to approval of the appropriate authorities.

3. CANCELLATION OR SALE AND TRANSFER OF INTERMENT RIGHTS

3.1. Purchasers of interment rights only acquire the right to direct the burial of pet remains, and the installation of markers and inscriptions, subject to the conditions set out in this bylaw.

3.2. In accordance with this bylaw, no burial or installation of any marker is permitted until the interment rights have been paid in full. After payment is received, an interment rights certificate will be issued to the Interment Rights Holder(s).

3.3. The purchase of interment rights is not a purchase of Real Estate or real property.

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

3.5. Cancellation of Interment Rights:

3.5.1. To cancel a contract for interment rights, the interment rights holder must provide the cemetery operator with written notice of cancellation and the interment rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

3.5.2. If written notice of cancellation is received by the Cemetery Operator within 30 days of the contract being signed and no interment rights have been used, the Cemetery Operator will refund all monies paid by the purchaser in full. The money will be refunded within 30 days from the date listed on the written cancellation notice.

3.5.3. If written notice of cancellation is received by the Cemetery Operator after 30 days of the contract being signed and no interment rights have been used, the Cemetery Operator will issue a refund to the purchaser for the amount paid for the interment rights less the Pet Cemetery Reserve Fund contribution. The money will be refunded within 30 days from the date listed on the written cancellation notice.

3.6. Pet Cemetery Reserve Fund:

3.6.1. A prescribed amount for lots or markers shall be contributed to a dedicated reserve fund for the pet cemeteries. Prescribed amounts are deposited 30 days after they are received by the cemetery operator. Contributions are not refundable.

3.6.2. The prescribed amounts are as follows. Tax is not included in fees listed:

- Lot – 40% of purchase price before tax
- Marker (less than or equal to 173 square inches) - $50 per marker
- Marker (larger than 173 square inches)- $100 per marker

3.7. Notice of Resale and Transfer of Interment Rights:

3.7.1. The Cemetery Operator prohibits the resale of interment rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the Cemetery Operator will refund/repurchase the interment rights at the price listed on the current price list, less any Pet Cemetery Reserve Fund contribution amount previously paid. The Cemetery Operator reserves the right to refuse to cancel a contract for interment rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).

3.7.2. The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the Cemetery Operator and in accordance with these bylaws, the rights holder may transfer the interment rights to another person for no consideration (no money). Transfers must be processed through the Cemetery Operator, and the following must be provided.

- The interment/scattering rights certificate endorsed with the following:
  - A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
  - A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment 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 copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
  - The date on which the rights were transferred to the third-party (transferee).
  - The name and address of the transferee.
- A written statement regarding the lots rights that are being transferred and confirmation that they have not been used.
- Any other documents in the rights holder's possession relating to the rights.

- A copy of the current cemetery bylaws must be provided the transferee.

3.7.3. Once all required documentation and information has been received by the Cemetery Operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the transferee(s), and the transferee(s) shall be considered the current interment rights holder(s) of the interment rights. The resale or transfer of the interment rights shall be considered final and the Public Register for the pet cemeteries will be updated.

3.8. Administration fee for transfer:

3.8.1. In the case of a transfer of interment rights, an administration fee applies for the Cemetery Operator to issue a new rights certificate to the transferee. The fee, which is set out on the pet cemeteries price list, is also charged for replacement of lost or damaged certificates.

4. BURIAL

4.1 Authorization, Information and Documents Required for a Burial:

4.1.1. Interment rights holder(s) must provide written authorization prior to a burial. Should the interment 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.

4.1.2. The purchaser of interment 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 pet remains.

4.1.3. Payment must be made to the Cemetery Office before a burial can place.

4.2 Notice Required:

4.2.1. The cemetery shall be given 8 business hours, or 1 business day of notice for each burial of pet remains or cremated pet remains.

4.2.2. Burials are not permitted on weekends, public holidays, or between November 1st and April 30th of any given year.

4.2.3. The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the cemetery operator may be forced to prevent an interment from occurring. Should this occur the cemetery operator will make every effort to rebook the interment as soon as possible.

4.3 Opening and Closing of Graves/Lots:

4.3.1. The opening and closing of graves or lots may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

4.3.2. The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

4.3.3. The cemetery reserves the right to temporarily relocate a marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment has been completed.

4.3.4. Remains must be delivered to the cemetery for interment in a closed casket, rigid container or shroud. Pet cremated remains delivered to the cemetery for interment must be in a rigid container or urn.

4.4 Scattering of Cremated Pet Remains

4.4.1. Scattering of cremated pet remains is prohibited in the pet cemeteries and all areas of the Brockville Cemetery designated for human burials.

4.5 Disinterment:

4.5.1. The disinterment of pet remains, or pet cremated remains is prohibited.

4.6 Burial Allowances:

4.6.1. A maximum of one (1) casket interment or two (2) cremation interments are permitted in any single pet burial lot or pet burial grave.

4.7 Articles placed within graves/lots:

4.7.1. The only items permitted within a pet burial lot will be a casket, burial shroud, or urn. Caskets, burial shrouds, and urns must be made of natural materials such as wood, stone, porcelain, or cotton.

5. MEMORIALIZATION

5.1 General:

5.1.1. The Cemetery Operator will provide a standardized form for all marker installations. The standardized form must be submitted prior to any installation or delivery. The following information must be provided:

- 5.1.1.1. The Interment Rights holder's name and address.
- 5.1.1.2. Lot information for the marker installation.
- 5.1.1.3. The dimensions of the marker, including the length, width, thickness, and height (if applicable).

5.1.2. Each pet burial lot is allowed one (1) marker at the head of the lot. Markers cannot be installed across multiple pet burial lots.

5.1.3. Only markers made of bronze, marble or granite are permitted.

5.1.4. The marker shall be installed in the designated space at the head of the pet burial lot. Markers cannot be placed "back-to-back".

5.1.5. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.

5.1.6. The bottom bed of all bases and markers shall be cut level and true.

5.1.7. The Cemetery Operator reserves the right to determine the maximum size of markers, their number and their location on each lot. They must not be of a size that would interfere with any future interments.

5.1.8. All payments for marker installations and related contributions to the Pet Cemetery Reserve Fund will be solely collected by the Cemetery Operator directly from the Interment Rights Holder.

5.1.9. A Pet Cemetery Reserve Fund contribution shall be required when a marker installed prior to October 23, 2020 is replaced.

5.1.10. No marker shall be erected, installed, delivered or permitted on a lot until the cemetery operator is satisfied that all fees have been paid in full, and the standardized marker installation form has been submitted.

5.1.11. No marker of any description shall be placed, moved, altered, or removed without prior notification to the Cemetery Operator.

5.1.12. There shall not be a variance of more than 0.64 cm (1/4 inch) in the size of the marker request on the installation form and the marker that is delivered.

5.1.13. Minor scraping of the edges of a marker due to lawn maintenance is considered to be normal wear.

5.1.14. 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 marker, or part thereof unless it is as a result of negligence by the cemetery.

5.1.15. Concrete foundations for markers are not permitted. The cemetery operator shall install alternate marker supports at the expense of the interment rights holder.

5.1.16. Should any 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 marker or any other remedy so as to remove the risk.

5.1.17. The Cemetery Operator reserves the right to remove at its sole discretion any marker or inscription which is not in keeping with the dignity and decorum of the pet cemeteries.

5.1.18. Markers are owned by the Interment Rights Holder. The Cemetery Operator is not responsible for their loss or deterioration. Markers should be protected by the Interment Rights Holder's own insurance coverage.

5.1.19. The Cemetery Operator assumes no responsibility or liability for any photograph, including porcelain images, or etchings on a memorialization item that have become lost, faded, cracked, damaged, or that may need to be removed.

5.1.20. If someone who is not an employee, contractor, or approved supplier installs, changes, or removes a marker, they do so at their own risk and are responsible for any damage, loss, or injury.

5.1.21. The Cemetery Operator reserves the right to make exceptions for any replacement memorialization item installed prior to October 23, 2020, so long as the memorialization item does not pose a hazard to visitors or interfere with maintenance efforts.

5.2 Lots purchased or established prior to October 23, 2020:

5.2.1. For lots purchased or established prior to October 23, 2020, one flat marker or one pillow marker may be installed at the head of a single burial lot.

5.2.2. Each flat marker can be a maximum of 40.64 cm x 55.88 cm (16 in x 22 in) in size. It must be a minimum of ? cm (4 in) thick.

5.2.3. Each pillow marker can have a maximum base size of 40.64 cm x 55.88 cm (16 in x 22 in). The pillow marker, including base, can be a maximum of 30.48 cm (12 in) tall.

5.3 Lots purchased or established after October 23, 2020:

5.3.1. For lots purchased or established after October 23, 2020, one flat marker may be installed at the head of a single burial lot.

5.3.2. Each flat marker can be a maximum of 40.64 cm x 55.88 cm (16 in x 22 in) in size. It must be a minimum of ? cm (4 in) thick.

5.4 Marker Installations:

5.4.1. Markers will be accepted for installation during regular working hours from May 1st to October 31st of any given year. 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.

5.4.2. Flat markers shall be set by employees of the Cemetery Operator.

5.4.3. All marker installations may be delayed due to factors beyond the control of the Cemetery Operator without notice.

6. PLANTING, GARDENS, AND DECORATIONS

6.1. The following items are prohibited in the pet cemeteries:

6.1.1. Planting of any kind, including flower beds, landscaping borders, potted plants, shrubs, and trees.
6.1.2. Vases, candle holders, statues, figurines, candles, shepherd hooks, wreaths, and baskets.
6.1.3. Any type of article containing explosive or hazardous materials, alcohol, carbonated beverages, juice, or food.

6.2. Fresh flowers may be placed on top of a grave immediately following a burial. Cemetery Staff shall remove them after seven days to protect the sod and maintain the tidy appearance of the pet cemeteries.

6.3. No one shall change the grading of a lot without the permission of the Cemetery Operator. 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.

6.4. The Cemetery Operator reserves the right to regulate the articles placed on lots that pose a threat to the safety of all interment rights holders, visitors, that prevents the performance of general cemetery operations, or that are not in keeping with the respect and dignity of the pet cemeteries.

6.5. Prohibited items or articles will be removed and disposed of without notification.

6.6. 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 pet cemeteries.

7. CONTRACTOR/MONUMENT DEALER

7.1. Any contract work to be performed within the pet cemeteries requires the written pre-approval of the Interment Rights Holder and the Cemetery Operator before the work may begin.

7.2. It is the responsibility of all contractors to report to the Cemetery Office and provide the necessary approvals before commencing work at any location within the pet cemeteries.

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

7.3.1. WSIB coverage
7.3.2. Occupational Health and Safety compliance standards
7.3.3. Evidence of liability insurance of not less than $5 million

7.4. These bylaws apply to all contractors and all work carried out by contractors within the pet cemeteries.

7.5. Contractors shall give 24 business hours notice to the Cemetery Operator prior to beginning of work within the pet cemeteries, unless exceptional circumstances arise.

7.6. No work will be performed or deliveries accepted at the pet cemeteries outside of regular business hours listed on Page 5 of this bylaw.

7.7. 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 pet cemeteries or adjacent spaces.

7.8. 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.

7.9. Heavy loads shall not be permitted in the pet cemeteries unless approved by the Cemetery Operator.

7.10. No monument dealer shall park on the grass unless otherwise directed to do so by the Cemetery Operator.

7.11. 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.

8. MORTUARY REGULATIONS

8.1. The use of the storage vault at the Brockville Cemetery for pet remains is prohibited.

9. COLUMBARIUM REGULATIONS

9.1. Private or public columbaria are prohibited within the pet cemeteries.

10. MAUSOLEUM REGULATIONS

10.1. Private mausoleums or crypts are prohibited within pet cemeteries.

11. SEVERABILITY

11.1. In the event any provision(s) of this Bylaw 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.

12. SHORT TITLE

12.1. This Bylaw may be called the "Brockville Pet Cemeteries Bylaw".

13. EFFECTIVE DATE

13.1. This Bylaw shall come into force on the date it is approved by Brockville City Council.

14. REPEAL

14.1. All Bylaws of the City of Brockville previously providing for the maintenance, management, regulation and control of the Brockville Pet Cemetery are hereby repealed.

Approved by Council on the 28th day of July 2026.
Deemed passed on the 31st day of July 2026

Mayor

City Clerk