

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER XXX-2025

A By-law to govern cemeteries owned and operated by The Corporation of the City of Vaughan and to repeal By-laws 180-92, 406-2002 and 144-2022.

WHEREAS on July 1, 2012, the *Cemetery Act*, R.S.O. 1990 c.4 was repealed and replaced by the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33 as amended (the "FBCSA") and associated regulations (O. Reg. 30/11, 184/12, 216/18 and 374/18);

AND WHEREAS pursuant to the provisions of subsection 150 (1) of Ontario Regulation 30/11 under the *FBCSA*, a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights;

AND WHEREAS the City owns and operates cemeteries across the City;

AND WHEREAS section 11 of the *Municipal Act*, 2001, S.O. 2001, c. 25, (the "*Municipal Act*") as amended, confers the power to the municipality to pass by-laws with respect to services and things that the municipality is authorized to provide;

AND WHEREAS section 434.1 of the *Municipal Act* states that a municipality may require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality passed under the *Municipal Act*.

AND WHEREAS subsection 53(7) of the *FBCSA*, and section 85 of Ontario Regulation 30/11 under the *FBCSA*, authorizes the Corporation of the City of Vaughan (the "City") to act as the trustee for care and maintenance money, fund, or account for cemeteries;

AND WHEREAS it is necessary to amend the rules and regulations for the City's cemeteries to be compliant with the *FBCSA*;

AND WHEREAS the Council of the Corporation of the City of Vaughan passed by-law 144-2022, a cemetery by-law to govern cemeteries owned and operated by the City, which was, among other things, meant to amend and repeal the City's old cemetery by-laws 180-92 and 406-2002;

AND WHEREAS by-law 144-2022 was supposed to come into force and effect upon being approved by the *Registrar* under the *FBCSA*;

AND WHEREAS the *Registrar* did not approve by-law 144-2022 and has suggested further amendments to by-law 144-2022, and therefore by-law 144-2022 has not come into force and effect;

AND WHEREAS the Council of the Corporation of the City of Vaughan desires to now repeal by-laws 144-2022, 180-92 and 406-2002 and replace them with this updated cemetery by-law;

NOW THEREFORE the Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

1.0 Short Title

- (1) This By-law shall be known and cited as the "Cemetery By-law".

2.0 Applicability and Scope

- (1) The provisions of this By-law apply to all *Cemeteries* owned and operated by the *City*.

3.0 Definitions and Interpretation

- (1) In this By-law, unless the context otherwise requires, words imparting the singular number shall include the plural, and words imparting the masculine gender shall include the feminine and further, the converse of the foregoing also applies where the context requires.
- (2) Wherever a word is used in this By-law with its first letter capitalized and the whole word italicized, the term is being used as it is defined in section 3.0(5) of this By-law. Where any word appears in ordinary case, the commonly applied English language meaning is intended.
- (3) Any reference to a statute, regulation, by-law or other legislation shall include such statute, regulation, by-law or legislation as amended, re-enacted, replaced, or superseded.
- (4) Notwithstanding section 3.0(2), in this By-law, terms defined in the *FBCSA* and any regulation made thereunder shall have the meaning ascribed to them unless expressly defined otherwise herein in section 3.0(5).
- (5) For the purposes of this By-law:

"Administrative Penalties By-law" refers to the City Administrative Penalties By-law 240-2024;

"Adult" means an individual eighteen (18) years of age or older;

"Applicant" means a *Person* who makes an application to the *City* for an *Interment Right*, an *Interment*, *Disinterment*, *Exhumation*, or a *Memorial* permit;

"At-need" means at the time of death or after a death has occurred;

"Burial Permit" means the legal document acknowledging the registration of a death issued under the *Vital Statistics Act*, R.S.O. 1990, c. V.4;

"Care and Maintenance Fund" means a trust fund established, held, and administered by the *City* in accordance with the *FBCSA* and held for the purpose of funding the long-term care and maintenance of the *Cemeteries*;

"Casket" (or "Container") means a receptacle used to enclose *Human Remains* for *Interment* but does not include a *Grave Liner*, burial vault, or an *Urn*;

"Cemetery" (or "Cemeteries") means any land owned, set aside, used, operated, or maintained by the *City* as a place of *Interment* of *Human Remains* or *Cremated Remains*, and includes any incidental or ancillary buildings on the land;

"Cemetery Plan" means the land surveys, *Lot* plans, *Lot* designations, *Interment Rights* designations, landscape plans, and all drawings and design documents for the *Cemeteries*;

"Cemetery Service" (or "Cemetery Services") means the supply of a service or good rendered at a *Cemetery* including, in respect of an *Interment Right*, a *Lot*, *Memorial*, or *Memorial* installation;

"Certificate of Interment Rights" means a document, set out in a form prescribed by the *City*, which describes an *Interment Right* and the terms and conditions that govern the *Interment Right* for a *Lot* in a *City Cemetery* and issued only after all *Lot* purchase *Fees* have been paid in full;

"Child" (or "Children") means an individual that is 1 year of age and older but less than 18 years of age;

"City" means The Corporation of the City of Vaughan and together or separately includes but is not limited to, the *Council* of the *City*, a department of the *City*, a *Person* appointed by *Council*, or their designate, who is responsible for *Cemetery* management, administration, operation, maintenance, and application and enforcement of this By-law, or a *Person* or *Persons* employed by the *City*, or an agent authorized by the *City* to perform work related to the development, management, operation, provision of service, care, and maintenance of a *Cemetery*;

"Contract" means a document, in a form prescribed by the *City*, which is in compliance with the *FBCSA* and sets out details relating to:

- (a) the purchase of an *Interment Right* for a *Lot* in a *Cemetery*;
- (b) the purchase of a permit for the approval to install a *Memorial* in a *Cemetery*;
- (c) a copy of the *City's Cemetery* By-law;
- (d) a copy of the consumer information guide;
- (e) a copy of the *City's Fees*;
- (f) the rights of a purchaser to a 30-day cooling off period in which the purchaser may cancel their *Contract* without penalty; and
- (g) the rights of a purchaser to sell back to the *City* an unused *Interment Right*.

"Council" means the elected Council of the City of Vaughan;

"Cremated Remains" means the human bone fragments and residue of other materials cremated with the *Human Remains* remaining after cremation;

"Deceased" means an individual who has died;

"Disinterment" means the removal of *Human Remains* or *Cremated Remains* from a *Lot* in which the remains are interred for the purpose of an alternative disposition or relocation;

"Exhumation" means the exposure of interred *Human Remains* for the purposes of viewing or examination and where such viewing or examination may occur in the *Lot* where the remains are interred, or the remains are removed from the *Lot* where they are interred, and the exhumed remains are re-interred into the same *Lot* after the viewing or examination has been completed;

"FBCSA" means the *Funeral, Burial, and Cremation Services Act, 2002*, S.O.2002, c. 33;

"Fee" or "Fees" means the *Fee* or price prescribed for a *Cemetery Interment Right*, *Interment* service or ancillary service or good as set out in the *City's Fees and Charges By-law 224-2023*;

"Funeral Service Provider" means a *Person* who carries on a business licensed to provide funeral services, bereavement rites and ceremonies;

"Grave Liner" means a receptacle with a lid, constructed of a durable material, which may or may not have a bottom, into which a *Casket* or an *Urn* is placed as part of an *Interment* and may include, but is not limited to, a wooden rough box, concrete or fiberglass liner, or lined concrete grave vault;

"Holiday" means any day or part of a day as may be proclaimed from time to time as a day of observance or a holiday to be observed by the *City*;

"Human Remains" means a deceased human body in any stage of decomposition, or the body of an *Infant* in any stage of decomposition. Note, for the purposes of these by-laws it does not include *Cremated Remains*;

"Infant" means an individual less than one (1) year of age and includes a stillborn *Infant*;

"Interment" means disposition by:

- (a) in-ground burial of *Human Remains* or *Cremated Remains*;
- (b) above ground entombment of *Human Remains*; or
- (c) above ground inurnment of *Cremated Remains*;

"Interment Authorization" means a document, set out in a form prescribed by the *City*, which is completed and signed *At-need* by the *Person* having the legal authority to authorize the *Interment* of *Human Remains* or *Cremated Remains* of a *Deceased*;

"Interment Right" means a right of use granted and acquired through purchase, inheritance or permitted transfer, in accordance with this By-law:

- (a) for the *Interment of Human Remains or Cremated Remains* in a *Lot* at a *Cemetery*;
- (b) for the installation of a *Memorial* on a *Lot* at a *Cemetery*; and
- (c) issued in accordance and compliance with the *FBCSA* and this By-law.

"Lot" (or "Lots") (or "Grave") (or "Graves") means a designated space in a *Cemetery* used or intended to be used for:

- (a) the *Interment of Human Remains, or Cremated Remains* under an *Interment Right*; and
- (b) the installation of a *Memorial* to memorialize a *Deceased*;

"Medical Officer of Health" means a *Person* appointed from time to time under the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7 to act as *Medical Officer of Health* in the Province of Ontario;

"Memorial" (or "Memorials") means a product used or intended to be used to identify a *Lot*, or to memorialize a *Deceased*, including but not limited to:

- (a) a flat marker, upright monument, plaque, or other form of marker on a *Lot*; or
- (b) other *Memorial* products approved by the *City* for installation at a *Cemetery*.

"Memorial Dealer" means a *Person* that offers for sale or installs *Memorials* for the public in the *Cemetery*;

"Municipal By-law Enforcement Officer" means a *Person* appointed as a municipal by-law enforcement officer pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, or section 55 of the *Community Safety and Policing Act*, 2019, S.O. 2019, c.1, Sched. 1 to enforce the provisions of this By-law.

"Order" means a written notice issued by a *Municipal By-law Enforcement Officer* directing a *Person* to take some action in order to comply with this By-law or correct a contravention of this By-law.

"Person" (or "Persons") means, and includes but is not limited to, a natural person, an individual, corporation, trust, partnership, fund, or an unincorporated association or organization. In this By-law, *Person* does not include the *City*.

"Personal Representative" means a *Person* who, or an agency that, by order of priority set out in the *Succession Law Reform Act*, R.S.O. 1990, c. S.26 has the right to control the disposition of the *Human Remains* or the *Cremated Remains* of a *Deceased*;

"Plot" means two or more adjacent *Lots* sold as a unit under a single *Contract*;

"Public Health Act" means the *Health Protection and Promotion Act*, R.S.O. 1990, c. H.7;

"Registrar" means the *Registrar* appointed under the *FBCSA*;

"Rights Holder" means a *Person* who:

- (a) has purchased an *Interment Right* to be held in their name for a *Lot* in a *Cemetery*;
- (b) has an *Interment Right* and is named on the *Certificate of Interment Rights* for a *Lot* in a *Cemetery*, but is not the original purchaser;
- (c) is the *Personal Representative* of a *Deceased* who has an *Interment Right* held in a *Deceased's* name for a *Lot* in a *City Cemetery*;
- (d) has, in compliance with this By-law, had an *Interment Right* transferred to be held in their name for a *Lot* in a *Cemetery*; or
- (e) is a legal heir or successor of a *Deceased Rights Holder* and by demonstration of a right of legal succession to the satisfaction of the *City* may be entitled to inherit control of a *Deceased's Interment Right* for a *Lot* in a *Cemetery*;

"Urn" means a receptacle used for the containment of *Cremated Remains*;

"Without Prior Notice" means that for maintenance and operational actions deemed necessary by the *City* there is no obligation of the *City* to make or provide, in any form or manner, advance notice of said action occurring, to a *Rights Holder*, the *Personal Representative* of a *Deceased* or their heir or successor.

- (6) Headings given to the sections, paragraphs or parts in this By-law are for convenience of reference only. They do not form part of this By-law and shall not be used in the interpretation of this By-law.

4.0 Administration

- (1) The *Cemeteries* are acquired, established, and laid out for the purpose of making approved *Cemetery Services* available to all *Persons* and are established more specifically to provide:
 - (a) suitable space for the *Interment of Human Remains* and *Cremated Remains*; and
 - (b) such other *Cemetery Services* as may be approved from time to time in the future by the *City*.
- (2) Schedule "A" sets out real properties that are set aside, held, laid out, developed, improved, used, operated, and maintained by the *City* as *Cemeteries* (active and inactive) and dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purpose.
- (3) The *City* is responsible for:
 - (a) the management, administration, records, control and charge of the

- Cemeteries* and the services and goods provided by the *City* therein;
- (b) maintaining, in accordance with the *FBCSA*, a register of all *Interments* and *Rights Holders* that is available at all times to the public for viewing during the regular office hours of the *City*;
 - (c) the direction of all *City* workers, and all outside contractors employed by the *City* to perform work within the limits of a *Cemetery*;
 - (d) refusing the admission of and removing or ordering the removal of any unauthorized product, adornment, material, tree, shrub, plant, or floral tribute brought into or placed at a *Lot* or in a *Cemetery* in contravention of this By-law; and
 - (e) refusing admission to or expelling from a *Cemetery* any *Person* if such action is warranted.
- (4) The administration of this By-law shall be performed by the Director, Parks, Forestry and Horticulture Operations, or her or his successor, and by any other such *Person* authorized for that purpose by the Director, Parks, Forestry and Horticultural Operations, or her or his successor.
- (5) The enforcement of this By-law shall be performed by *Municipal By-Law Enforcement Officers*.
- (6) The *City* shall:
- (a) have the full, and complete control, and management over the land, buildings, plantings, roads, utilities, books, records, and finances of the *Cemeteries*; and
 - (b) have the right to manage *Interments*, *Disinterments*, sale and resale of *Interment Lots*, transfer of *Lots*, survey, resurvey or alter the *Interment* areas, *Memorials*, roads and pathways, buildings, utility infrastructure, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of a *Cemetery* as they deem necessary or appropriate and subject to compliance with the *FBCSA*.

5.0 Cemetery Care and Maintenance

- (1) The *City* shall ensure:
- (a) the care and maintenance of its *Cemeteries* is performed in accordance with all applicable laws;
 - (b) the *Cemeteries* are maintained to an aesthetic appearance consistent with general community standards;
 - (c) the roads, entrances, pathways, grounds, and landscaping of the *Cemeteries* are maintained in a safe, operational, and good state of repair; and
 - (d) no public health nuisance or safety hazard arises from the operation of the

Cemeteries.

- (2) The *City* shall establish, set aside, invest in, and maintain a *Care and Maintenance Fund* for its *Cemeteries*.
- (3) For every *Interment Right* sold and *Memorial* installed in a *Cemetery*, a minimum contribution or percentage, in accordance with O.Reg. 30/11 of the *FBCSA*, of the *Fee* charged shall be set aside as a contribution to the *Care and Maintenance Fund*.
- (4) All *Care and Maintenance Fund* contributions shall,
 - (a) meet or exceed the rate of contribution set out for *Care and Maintenance Fund* contributions in O.Reg. 30/11 of the *FBCSA*; and
 - (b) be collected, held, and invested in accordance with all requirements of the *FBCSA*.
- (5) The principal of the *Care and Maintenance Fund* shall not be released without the consent of the *Registrar* and in accordance with provisions set out in the *FBCSA*. The *City* may accept voluntary donations to the *Care and Maintenance Fund* from any *Person* or organization.

6.0 General Rules and Regulations

- (1) The days and hours of operation of the *Cemeteries* and the *Cemetery* office, for the following purposes, shall be:
 - (a) **Cemetery Visiting:** *Cemeteries* are open every day of the year for visiting between 8:30 a.m. and sunset. No *Person*, without the express written permission of the *City*, shall be in a *Cemetery* between sunset and 8:30 a.m. the following morning;
 - (b) **Interment:** subject to provisions established in this By-law, *Interment* services may occur Monday through Friday:
 - i. between the hours of 8:30 a.m. and 2:30 p.m.; or
 - ii. an *Interment* that goes beyond 2:30 p.m., or an *Interment* requested outside of the hours prescribed above, or an *Interment* on a weekend or *Holiday*, is subject to the written authorization of the *City* and payment of an additional *Fee*;
 - (c) **Cemetery Arrangements:** *Cemetery* arrangements and the payment of *Cemetery Fees* shall be administered and coordinated through the City of Vaughan Joint Operations Centre, 2800 Rutherford Rd., Monday through Friday, from 8:30 a.m. to 4:30 p.m. The office is closed on Saturday, Sunday, days of observance and *Holidays* observed by the *City*.
- (2) Floral tributes may be placed at a *Cemetery* in accordance with the following rules:
 - (a) on the day of *Interment* and for a period of fourteen (14) days following *Interment*, all forms of floral tributes, including fresh cut flowers, wreaths, artificial and

- seasonal floral tributes are permitted to be placed on the *Lot*. After fourteen (14) days, flowers placed on the day of *Interment* may, *Without Prior Notice*, be removed and disposed of by the *City*;
- (b) between March 1 and October 31 only fresh cut flowers, placed on a *Lot* or displayed in a vase approved by the *City*, and placed at a location on the *Lot* established by the *City*, are permitted on a *Lot*;
 - (c) between October 31 through February 28 all forms of floral tributes, including fresh cut flowers, wreaths, artificial and seasonal floral tributes are permitted to be placed on a *Lot*, at a location on the *Lot* established by the *City*;
 - (d) all floral tributes are placed at a *Cemetery* with the understanding that, *Without Prior Notice*, a floral tribute may be removed and disposed of if the flowers have withered, become unsightly, detract from the general aesthetic of adjacent *Lots*, or pose a hazard to *Cemetery* visitors or workers conducting *Cemetery* maintenance; and
 - (e) a limit of one (1) flower vase of a design approved by the *City* and placed at a location established by the *City*, may be permitted for the placement of flowers at a *Lot*.
- (3) Placing any form of decoration, adornment, personal memento, or other extraneous object, unless in compliance with this By-law, is not permitted on any *Lot* in a *Cemetery*.
 - (4) Unauthorized items placed on any *Lot* or in any *City Cemetery* may, *Without Prior Notice*, be removed or ordered removed by the *City*. This includes, but is not limited to, photographs, pictures, frames, solar lights, boxes, shells, toys, wire screens, decorative rock, trellises, benches, or any other form of memorabilia.
 - (5) No open flame, candle, or burning of any substance or other material may take place inside a *Cemetery* without prior written authorization of the *City* and conducted only under the direct supervision of the *City*.
 - (6) The *City* is not liable for the deterioration, damage or loss of flowers, decorations, adornments, or any other item attached to or placed on a *Lot*, at a *Memorial* site or in a *Cemetery*.
 - (7) Except as may be provided for elsewhere in this By-law, no *Lot* or other part of a *Cemetery* may be decorated or altered in any manner by any *Person* other than the *City*, or an authorized agent of the *City*, without a written request made by the *Rights Holder* and the express written consent granted by the *City* in its sole discretion.
 - (8) No turfgrass, tree, shrub, plant, bulb, flower, or other decorative plant may be planted, pruned, cut down, removed, or otherwise altered on a *Lot* or anywhere else within the limits of a *Cemetery* without the express written consent of the *City* and where all such work shall be performed by the *City*, or by an authorized agent of the *City*.
 - (9) *Cemetery* roadways are for the exclusive use of *Interment* processions, *Cemetery*

visitors, or other *Persons* as may be approved by the *City*, and no vehicle shall exceed the speed of five (5) kilometers per hour, and every operator of a vehicle shall, at all times, obey the directions of the *City*.

(10) No *Person* shall drive or park a vehicle over any lawn, garden, or flower bed without the express written permission of the *City*, and as subject to the supervision of the *City*.

(11) Every *Person*, including those in funeral processions, upon entering and while within a *Cemetery*, shall follow every instruction of the *City*.

(12) In a *Cemetery*, no *Person* shall:

- (a) disperse, dispose of, or inter any *Cremated Remains* or bury any *Human Remains* except in compliance with this By-law and any rule or regulation made thereto;
- (b) define or delineate any *Lot* or group of *Lots* by a *Grave* cover, *Grave* cap, fence, railing, curb, hedge or by any other means that contravenes this by-law or its schedules;
- (c) willfully or negligently destroy, mutilate, deface, damage, vandalize, injure, or remove anything from a *City Cemetery*, including and without limitation, any *Memorial*, plant, flower, tree, rock, or other item located within the limits of a *Cemetery*;
- (d) carry out any activity other than attendance at an *Interment* or *Memorial* service or the visitation of a *Lot* for the purpose of paying respect to the dead;
- (e) drive a vehicle anywhere other than on a designated roadway for vehicles and in compliance with posted speed regulations or other directives;
- (f) operate a snowmobile or any other form of recreational vehicle or all-terrain vehicle;
- (g) conduct themselves in a manner so as to disturb the peace, quiet and good order of the *Cemetery* generally or an *Interment* or *Memorial* service being conducted therein.
- (h) discharge a firearm other than at a military funeral for which a firearm salute has been authorized by the *City* and is conducted under the direct command of an officer in charge and only during an *Interment* or *Memorial* service being conducted therein;
- (i) bring into or dump any rubbish, debris or other offensive item or matter or make an unauthorized removal of any *Cemetery* refuse, waste, or rubbish;
- (j) allow a *Child* or *Children* under the age of sixteen (16) years within the limits of a *Cemetery* that is not accompanied by a parent, guardian, or an *Adult*;
- (k) play any manner of sport, sports game, or sport activity within the limits of a *Cemetery*;

- (l) bring any pet or animal, other than a certified personal assistance animal, into a *Cemetery*;
 - (m) otherwise violate any provision of this By-law.
- (13) No gratuity or extraordinary consideration shall be paid to or accepted by an employee or agent of the *City* for any service rendered in connection with a *City Cemetery*.
 - (14) Unless authorized in writing by the *City*, all work within a *Cemetery* shall be performed by the *City* or by authorized agents of the *City*. A *Person* other than those authorized agents of the *City* who perform work in a *Cemetery*, including a *Person* that performs work on behalf of a *Rights Holder* or *Personal Representative* of a *Deceased*, or their heir or successor shall supply to the *City*, prior to commencement of any work within the limits of a *Cemetery*, and in a form prescribed by the *City*, proof of Workplace Safety and Insurance Board coverage, Public Liability Insurance and Motor Vehicle Insurance in a form and amount acceptable to the *City*.
 - (15) Any contractor performing work on behalf of a *Rights Holder* or *Personal Representative* of a *Deceased* or their heir or successor within a *Cemetery* shall only do so under the supervision of the *City*.
 - (16) Any work being conducted in the vicinity of any *Interment* or *Memorial* service in a *Cemetery* shall be ceased until the conclusion of the service and those *Persons* attending the service have left the area where the service was being conducted.
 - (17) No work may be performed at a *Cemetery* except during the regular business hours of the *City*, or a *Cemetery*, except where work outside of said days or hours has been authorized in writing by the *City*.
 - (18) The *City* shall, at all times, have the right of passage in any manner it sees fit over every *Lot* and all the land of every *Cemetery* so as to ensure that *Cemetery* operations and maintenance can be performed in a safe, efficient, and timely manner.
 - (19) Notwithstanding subsection 6.0(12)(d) of this By-law, the *City* shall have the authority to conduct or permit to be conducted public or private events within a *Cemetery* that are, in the opinion of the *City*, deemed appropriate for and in keeping with the dignity and purpose of a *Cemetery*.
 - (20) In the instance a *Person* does not behave with proper decorum within a *Cemetery* or who disturbs the peace, quiet and good order of a *Cemetery* then the *City* may take such steps it deems appropriate to expel the *Person* from a *Cemetery* and bar them from entering into a *Cemetery* in the future.
 - (21) In the instance a *Person* contravenes any section of this By-law, the *Person* may be subject to the enforcement provisions as set out in Parts 13.0 and 14.0.

7.0 Interment Rights

- (1) The *City* reserves the right to limit the quantity of *Interment Rights* released for sale.
- (2) Possession of an *Interment Right*:

- (a) confers to a *Rights Holder*, a right to use, in compliance with this By-law, a *Lot* for the *Interment* of *Human Remains* or *Cremated Remains* of an individual or individuals named on a *Certificate of Interment Rights*;
 - (b) does not confer to a *Rights Holder*, any title to, ownership of, or interest in the land of a *Cemetery* or of a *Lot* therein or any other special privilege over any land of a *Cemetery*; and
 - (c) does not require the *City* to perform an *Interment* of *Human Remains* or *Cremated Remains* into a *Lot* until the *Rights Holder* complies in all other respects with this By-law and any rules and regulations made thereto as they relate to the *Interment* of *Human Remains* or *Cremated Remains*, or the purchase and placement of a *Memorial* and, without limitation, the payment of all *Fees*.
- (3) The *City* shall issue to the *Rights Holder*, paying in full the *Fee* for an *Interment Right*, a *Certificate of Interment Rights* in a form prescribed by the *City*, which sets out the *Lot* location and the rights of *Lot* use attributed to the purchaser identified on the *Certificate of Interment Rights*.
- (4) A *Rights Holder* shall have the authority to designate who may be authorized to use or to control the exercise of an *Interment Right* registered in their name.
- (5) A *Rights Holder*, at the time of purchase, shall reserve the right to use a *Lot* they have purchased for themselves or assign the right to another individual.
- (6) A *Rights Holder* may designate only one (1) *Lot* in a *Cemetery* for their own use.
- (7) The exercise of an *Interment Right*, every *Interment* or every other form of disposition of *Human Remains* or of *Cremated Remains* or installation of a *Memorial* within the limits of a *Cemetery* is subject to:
- (a) Compliance with all provisions of this By-law; and
 - (b) Payment in full of any applicable *Fee*.

8.0 Transfer/Resale/Reclamation of Interment Rights

- (1) *Interment Rights* for an unused *Lot* must only be surrendered back to the *City*.
- (2) The private sale or transfer of *Interment Rights* to a third party is prohibited under this By-law.
- (3) The sale of an *Interment Right* back to the *City* and any refund issued in relation to the surrender of an *Interment Right* shall be made in compliance with the *FBCSA*.
- (4) The surrender of an *Interment Right* back to the *City* shall be permitted providing:
- (a) there were no previous *Interments* in the *Lot* or *Plot* being surrendered;
 - (b) that if a *Memorial* has been installed on the *Lot* or *Plot* associated with the *Interment Right* being surrendered, the *Rights Holder* has agreed to remove it at

- its sole expense to the satisfaction of the *City* prior to the surrender of the *Interment Right*;
- (c) the original *Rights Holder* or their *Personal Representative* has made written application to the *City*, in a form prescribed by the *City*, stating their desire to surrender the *Interment Right*;
 - (d) the original *Certificate of Interment Rights* is surrendered to the *City*; and
 - (e) if the surrender occurs within thirty (30) days of the original date of purchase one hundred (100%) percent of the *Fees* paid for the *Interment Right* shall be refunded; or,
 - (f) if the surrender occurs thirty-one (31) or more days after the original date of purchase, an *Interment Right* shall be refunded at a value equal to one hundred (100%) percent of the current selling price of a similar *Interment Right* less the amount of contribution originally made to the *Care and Maintenance Fund*.
- (5) In the instance an unused *Interment Right* survives an original *Rights Holder* and evidence of assignment, transfer, inheritance, succession, or authority cannot be provided by the *Personal Representative* or heir of an original *Rights Holder* then the *City* shall have the authority to:
- (a) determine the *Person* or *Persons* who may be entitled to exercise a surviving *Interment Right* and under what conditions a surviving *Interment Right* may be exercised; or
 - (b) if a clear and distinct right of succession cannot be ascertained, prohibit the use of any surviving *Interment Rights* in a *Lot*.
- (6) Pursuant to the *FBCSA*, an *Interment Right* for an unused *Lot* or *Plot* may be reclaimed by the *City* if all of the following have occurred:
- (a) there are no *Interments* in, or *Memorials* on a *Lot* or *Plot* being reclaimed;
 - (b) not less than twenty (20) years have elapsed from the original date of purchase of the *Interment Right*;
 - (c) the *City* has had no contact from or with the original purchaser, their *Personal Representative*, heir, or successor for not less than twenty (20) years;
 - (d) an application in writing to declare the *Interment Right* abandoned and the intent to reclaim the *Interment Right* for resale has been made to the *Registrar*; and
 - (e) the *City* has satisfied any instruction or requirement of the *Registrar* to locate, contact or provide notice to the *Rights Holder*, their *Personal Representative*, heir, or successor and the *City* has had no response to the notice provided.
- (7) Pursuant to section 8.0(6), upon the *Registrar* declaring the *Interment Right* abandoned, the *City* may resell the abandoned *Interment Right* to another purchaser.

9.0 Interment

- (1) Only *Human Remains*, or *Cremated Remains* shall be interred in a *City Cemetery*.
- (2) Every *Interment* of *Human Remains*, or *Cremated Remains* shall be conducted in a manner consistent with this By-law, the dignity of adjacent *Lots*, the *Cemetery*, and general community standards.
- (3) Every *Interment* into a *Lot* shall conform to the *Cemetery Plan* and *Interment Rights* established by the *City* for a *Lot*.
- (4) The following specifications shall constitute the *Lot* types and permitted *Interment* densities for *Lots* as they may be designed and surveyed for *Interments* in a *Cemetery*, unless the *City*, in its sole discretion, determines otherwise:
 - (a) **Human Remains Lot (not less than 24 square feet (2.23 square metres))**: limited to the single depth *Interment* of the *Human Remains* of one (1) individual and the secondary *Interment* of not more than two (2) *Cremated Remains*, or where no *Interment* of *Human Remains* is made in the *Lot* then the *Interment* of not more than Four (4) *Cremated Remains*;
 - (b) **Infant Lot (not less than eight (8) square feet (0.74 square metres))**: limited to the single depth *Interment* of the *Human Remains* of one (1) *Infant* and the secondary *Interment* of not more than the *Cremated Remains* of one (1) *Infant*, or where no *Interment* of *Human Remains* of an *Infant* is made in the *Lot* then the *Interment* of not more than the *Cremated Remains* of three (3) *Infants*; and
 - (c) **Cremated Remains Lot (not less than 4 square feet (0.37 square metres))**: limited to the *Interment* of the *Cremated Remains* of one (1) individual within a *Lot* with an area of less than (eight) 8 square feet (0.74 square metres), and four (4) individuals within a *Lot* with an area of greater than or equal to (eight) 8 square feet (0.74 square metres).
- (5) No *Interment*, *Disinterment* or *Exhumation* at a *Cemetery* shall be permitted until:
 - (a) it is ascertained the *Deceased* holds a valid *Interment Right* at a *Cemetery* or a *Rights Holder* at a *Cemetery* provides authorization for a *Deceased's Human Remains* or *Cremated Remains* to be interred in a *Lot* for which they hold an *Interment Right*;
 - (b) the *Personal Representative* of a *Deceased* completes, signs, and delivers to the *City*, in a form prescribed by the *City*, an *Interment Authorization* form;
 - (c) all outstanding *Fees* relating to the *Interment Right* being used, the *Interment Fee* and the *Fee* for any other *Cemetery Service* provided by the *City* to facilitate the *Interment*, has been paid in full to the *City*;
 - (d) proper notice, in a manner prescribed by the *City*, has been provided to the

City;

- (e) for *Human Remains*, a Province of Ontario *Burial Permit* has been submitted to the *City*;
 - (f) for *Cremated Remains*, a certificate of cremation has been submitted to the *City*; and
 - (g) where a death has occurred in a jurisdiction other than the Province of Ontario, a disposition document confirming legal registration of the death in the other jurisdiction, deemed acceptable to the *City*, has been surrendered to the *City*.
- (6) The *City* shall have the right to establish and assign *Interment* times and to control, limit or restrict the type and number of *Interments* that may occur in a *Cemetery* on a given day.
- (7) Advance notice for an *Interment* is required and the advance notice, along with all documents and *Fees*, related to an *Interment* shall be delivered to the *City*:
- (a) not less than forty-eight (48) hours in advance of a proposed *Interment*, where not less than sixteen (16) hours of the notice period are regular operating hours of the *City*;
 - (b) the failure to provide advance notice to the *City* may result in an *Interment* being delayed or denied; and
 - (c) no booking or notice for an *Interment* will be accepted by the *City* more than thirty (30) days in advance of a proposed date of *Interment*.
- (8) In the instance an *Interment* is requested in a time period shorter than the notice period set out in subsection 9.0(7)(a), the *Interment*, at the discretion of the *City*, may be accommodated subject to payment of an additional *Fee*.
- (9) Upon provision of proper authorization and notice to the satisfaction of the *City*, *Interments* at a *Cemetery*:
- (a) shall occur between 8:30 a.m. to 2:30 p.m. on Monday to Friday; or
 - (b) subject to payment of an additional *Fee*, may occur on a Saturday between 8:30 a.m. and 2:30 p.m.; and
 - (c) shall occur at a time provided and confirmed by the *City* and shall conclude within two (2) hours of the provided time.
- (10) *Human Remains* for *Interment* into a *Lot* shall be enclosed in a *Casket* or *Container*.
- (11) *Cremated Remains* for *Interment* into a *Lot* shall be enclosed in an *Urn*.
- (12) The *City* shall have the authority to modify, delay, or cancel an *Interment* service and limit or prohibit public access to a part or all of a *Cemetery*, where weather, road or grounds conditions, or other extraordinary circumstance may warrant or pose a hazard to the public, *City* staff or their agents.

- (13) The *Interment* and *Disinterment* of *Cremated Remains* shall only take place between April 1 and December 1. Exceptions to this policy will only be made to facilitate *Casket Interments* where existing *Cremated Remains Interments* require *Disinterment* and reinterment.
- (14) Only the *City*, or a contractor authorized by the *City* may excavate, prepare, and close an *Interment Lot* in a *Cemetery*.
- (15) The *Interment* of *Human Remains*, on an optional basis, may be made into a *Grave Liner* of a design approved for *Interment* by the *City*.
- (16) Where a *Grave Liner* that meets in every way the standard established by the *City* is proposed to be used then the:
 - (a) *City* shall supervise the installation of the *Grave Liner* into the *Lot*;
 - (b) installation of a *Grave Liner* shall be made at a day and time set by the *City*;
 - (c) purchase, delivery, and installation of a *Grave Liner* shall be at the expense of a *Personal Representative* of a *Deceased*, a *Rights Holder*, or their heir or successor; and
 - (d) installation of a *Grave Liner* may be subject to a *Fee* and the *Fee* shall be paid in full to the *City* prior to the delivery of a *Grave Liner* and installation into a *Lot*.
- (17) Where the secondary *Interment* of *Cremated Remains* is permitted into a *Human Remains Lot*, it is recommended that it only occurs after the *Interment* of the *Human Remains* has occurred.
- (18) Notwithstanding section 9.0(17), should the *Interment Rights* holder choose to inter *Cremated Remains* prior to the interment of *Human Remains* in a *Human Remains Lot* that permits the secondary *Interment* of *Cremated Remains*, the *Interment Rights* holder will be subject to a *Disinterment Fee* and shall acknowledge in writing and in a form to the satisfaction of the *City*, that the *Cremated Remains* will have to be disinterred to allow for the *Human Remains* to be interred which could result in, among other things, damage to the *Cremated Remains*.
- (19) The scattering of *Cremated Remains* on the surface of an *Interment Lot* or anywhere in the grounds of a *Cemetery* is prohibited.
- (20) Where an *Interment* is directed under the *Public Health Act*, written instructions with respect to all procedures to be followed for the *Interment*, to protect the health and safety of all *Persons* who may come into contact with the *Container* bearing the *Human Remains*, shall be provided to the *City* by a *Medical Officer of Health* or their agent in advance of the *Interment*.

10.0 Disinterment and Exhumation

- (1) Every *Disinterment* or *Exhumation* of *Human Remains* or *Cremated Remains* from a *Lot* in a *Cemetery* shall be made in compliance with the *FBCSA*, arranged by and

conducted under the supervision of a licensed *Funeral Service Provider*, engaged by and at the expense of an *Applicant*, and performed in a manner consistent with the dignity of adjacent *Lots*, the *City*, and general community standards.

- (2) In the instance an *Applicant* requests a discretionary *Disinterment* or *Exhumation* of *Human Remains* or *Cremated Remains* from a *Lot* under their control, the *Applicant* shall first provide in writing to the *City* at their expense, and in a form prescribed by the *City*, a document setting out:
 - (a) such proof as the *City* may request, up to and including sworn affidavits, to establish the identity and the legal right and authority of the *Applicant* to make the request;
 - (b) such other information as the *City* may request as to the purpose and reason for the *Disinterment*; and
 - (c) with the understanding the provision of such information may not bind the *City* to permit a discretionary *Disinterment*. However, the *City* will not arbitrarily refuse to permit a *Disinterment*.
- (3) The *City* shall notify the *Medical Officer of Health* prior to the *Disinterment* of any *Human Remains*.
- (4) No *Disinterment* or *Exhumation* shall be allowed until:
 - (a) the *Personal Representative* of the *Deceased* who has the right to authorize the *Disinterment* of a *Deceased's* remains has acquired, completed, duly signed, and provided to the *City* a *Disinterment* authorization, in a form prescribed by the *City*; and
 - (b) all outstanding *Fees* relating to an *Interment Right*, the *Disinterment* or *Exhumation* from the *Lot*, and any other service provided, or product supplied by the *City* to facilitate the *Disinterment* or *Exhumation*, have been paid in full to the *City*.
- (5) Except where ordered by a Court of competent jurisdiction or under the *Public Health Act*, no *Person* other than the *City* or a *City* approved contractor along with a duly contracted licensed *Funeral Service Provider* shall be permitted to be present at a *Disinterment*, or *Exhumation* of *Human Remains*, or *Cremated Remains* from a *Lot* in a *Cemetery*.
- (6) A licensed *Funeral Service Provider* employed at the expense of an *Applicant* for a *Disinterment* or *Exhumation* shall be responsible for the arrangement, performance, and supervision of:
 - (a) the physical removal of the interred *Human Remains* from the *Lot* and transfer of those remains into a *Container* that fully encloses the remains;
 - (b) the removal and disposition of any remnants of a *Casket*, *Container*, or *Grave Liner*;

- (c) the *City* shall not be compelled to handle or participate in the removal of exposed *Human Remains* from any *Lot* where a *Disinterment* or *Exhumation* is being performed.
- (7) Other than the recovery of the *Human Remains* or *Cremated Remains* readily apparent and present in a *Lot* opened for a *Disinterment* or *Exhumation* the *City* makes no representation or warranty as to what other material, personal effect or other extraneous item may be recovered as part of a *Disinterment* or *Exhumation* process.
- (8) A *Disinterment* or *Exhumation* in a *Cemetery* shall, without exception, be performed on a day and at a time of the *City's* choosing.
- (9) The re-interment of disinterred *Human Remains* or *Cremated Remains* into another *Lot* within a *Cemetery* shall comply with this By-law.
- (10) The *City* shall not be responsible for emotional, psychological, or physical injury that may occur to a living *Person*, or injury to *Human Remains*, or damage to a *Casket*, *Grave Liner*, *Urn*, or other form of burial *Container* sustained as part of an *Interment*, *Disinterment* or *Exhumation*.

11.0 Memorials: General Rules

- (1) Every *Memorial* and its installation in a *Cemetery* shall conform with this By-law and any policy, rule or specification established by the *City* that is current at the time a *Memorial* is to be installed.
- (2) Any *Memorial* that was installed prior to this By-law coming into effect is, only with respect to its original specifications and location, deemed to comply with this By-law.
- (3) It is the responsibility of a *Rights Holder*, the *Personal Representative* of a *Deceased*, or an organization or *Memorial* supplier acting on behalf of a *Personal Representative* of a *Deceased*, to arrange for the supply and installation of a *Memorial* on a *Lot*.
- (4) Every *Memorial* and the installation thereof shall conform to the *Cemetery Plan* established for a *Cemetery* and for the *Lot* on which a *Memorial* is proposed to be installed.
- (5) No *Memorial*, inscription, engraving, ornamentation, or combination thereof that is inconsistent with the dignity of adjacent *Lots*, the *Cemetery* or community standards shall be placed on any *Lot*.
- (6) No *Memorial* shall be installed on a *Lot* or inscription made on a *Memorial* until:
 - (a) an application that details the *Memorial* type with specifications describing fully the *Memorial's* proposed size, inscription design, material, and location have been submitted to the *City*, in a form known as the Application for Monument / Marker Approval Form prescribed by the *City*;
 - (b) it is determined by the *City* that the *Memorial* or inscription described on the

application complies in every way with the specifications set out for *Memorial* placement on the *Lot* where installation is proposed;

- (c) all *Fees* as relates to an *Interment Right*, *Interment* and *Memorial* installation, has been paid in full to the *City*; and

upon satisfying all of the above, a *Memorial* permit may be issued by the *City* to allow installation or inscription of a *Memorial*.

- (7) It is the responsibility of the *Applicant* for a *Memorial* permit to confirm the correct location for a *Memorial* proposed for installation and, in the case of a companion *Memorial* on a side-by-side *Lot*, to further confirm the correct layout for the companion inscription on the *Memorial*. The *City* shall bear no responsibility or financial liability for a *Memorial* where it can be shown this due diligence was not performed by the *Applicant*.
- (8) The *City* shall have the authority to refuse to issue a *Memorial* permit to an *Applicant* if the *Applicant* has failed to comply with the requirements of this by-law, or any requirement established by the *City* governing *Memorials* at a *Cemetery*. In the instance a refusal may occur, the *City* will inform the *Applicant* what is not compliant about the *Memorial* permit application and the steps that must be taken to resolve the deficiency within a reasonable timely manner.
- (9) The *City* shall have the authority to reject a *Memorial*, despite the prior issuance of a *Memorial* permit, when a *Memorial* delivered for installation at a *Lot* does not match the specifications described in a *Memorial* permit application or does not comply with the requirements of this By-law, or the *Memorial*, inscription, engraving, or ornamentation or combination thereof is, in the judgement of the *City*, inconsistent with the dignity of adjacent *Lots*, the *Cemetery* or community standards. In the instance a refusal may occur, the *City* will inform the *Applicant* what is not compliant about the *Memorial* delivered for installation and the steps that must be taken to resolve the deficiency within a reasonable timely manner.
- (10) Every *Memorial* at a *City Cemetery* shall be installed, relocated, or removed, subject to the direction of the *City*, by a *Person*, *Memorial* supplier or *Memorial Dealer*, or an agent authorized by the *City*.
- (11) The installation of *Memorials* shall occur only during the regular operating hours of a *Cemetery*, unless otherwise authorized in writing by the *City*.
- (12) The *City* shall be responsible to maintain the land on which a *Memorial* is placed or installed but shall not be responsible for the maintenance of any *Memorial*. The *City* shall not be liable for, or obligated to repair, any scratch, breakage, or damage to a *Memorial* in a *Cemetery*.
- (13) A *Rights Holder* or their *Personal Representative* is required to keep in good repair, at their expense and to the satisfaction of the *City*, all *Memorials* on their *Lot*.

- (14) In the event a *Memorial* is placed or installed on a *Lot* in a *Cemetery* and subsequently falls into a state of disrepair or is deemed unsafe by the *City*, or in any way does not comply with this By-law, the *City* shall document the condition of the *Memorial* and shall have the authority to:
- (a) lay down the *Memorial Without Prior Notice*; or
 - (b) request that the *Rights Holder* or their *Personal Representative* move, reinstall, repair, replace, or permanently remove the *Memorial* from the *Cemetery*, at the expense of a *Rights Holder* or their *Personal Representative* and should they fail to do so within a reasonable time the *City* may do so on their behalf and at their expense.
- (15) If a *Memorial* is installed prior to the date this By-law comes into effect, and in accordance with subsection 11.0(14)(b) the *City* requests that it be reinstalled, moved, fixed, replaced or permanently removed; the replacement, or repaired, or reinstalled *Memorial* shall be identical with respect to its original specifications and location, or it shall otherwise comply with the requirements of this By-law.
- (16) The surface of every in-ground *Lot* in a *Cemetery* shall be soil and turf grass.
- (17) The *City* may, *Without Prior Notice*, remove and restore the surface of a *Lot* with soil and turf grass, and dispose of any curbing, *Grave cover*, coping, fence, railing, hedge, planting, or any other form of delineation that is in an advanced state of disrepair, has created an unsafe ground condition, become a hazard to *Persons* using, visiting, or working in the *Cemetery*, or that has otherwise deteriorated to a state that is inconsistent with the dignity of adjacent *Lots* and the general aesthetic of the *Cemetery*.

12.0 Memorials: Specifications

- (1) Every *Memorial*, and the installation of every *Memorial* in a *Cemetery* shall conform to the *Cemetery Plan*, and any requirements pertaining to the *Lot* and the section of the *Cemetery* in which the *Memorial* is to be installed.
- (2) Every *Memorial* shall be constructed of granite, or bronze on a granite base, or of another permanent and durable material approved by the *City*.
- (3) The type and design of a *Memorial* and, the maximum width, depth, and thickness of a *Memorial* and, the form and style of a *Memorial* inscription is conditional on the type of *Lot* or *Lots* on which it is being installed.
- (4) *Memorial* installation shall be made under the supervision of the *City* and the cost of the *Memorial*, and its installation shall be borne by the *Applicant*.
- (5) The design, layout, dimensions, location of *Interments* and location and placement of *Memorials* for every *Lot* type in a *Cemetery* shall be those set out in the *Cemetery Plan* and this By-law.
- (6) *Memorial* dimensions set out in herein may have a variance of not more than plus

or minus 1.3 cm.

- (7) **FLAT GRANITE MARKER:** Every flat granite marker shall conform to the following specifications:

FLAT GRANITE			
SINGLE LOT	Maximum Length 61 cm (24")	Maximum Width 46 cm (18")	Minimum Thickness 10 cm (4")
DOUBLE LOT	Maximum Length 91 cm (36")	Maximum Width 46 cm (18")	
INFANT/ CHILD LOT	Maximum Length 46 cm (18")	Maximum Width 30 cm (12")	
CREMATION LOT	Maximum Length 46 cm (18")	Maximum Width 30 cm (12")	

- (8) Every flat granite marker shall be installed onto a foundation, installed at the *Applicant's* expense, which consists of:

- (a) sufficient excavation of the *Memorial* installation site;
- (b) placement and compaction of sufficient subsurface consolidated aggregate materials to ensure a stable and level, vertical and horizontal installation of the flat marker flush with the surface level of the *Lot*; and
- (c) placed on a reinforced concrete base not less than five (5) cm thick.

- (9) **FLAT BRONZE MARKER:** Every flat bronze marker shall conform to the following specifications:

FLAT BRONZE MARKER			
SINGLE LOT	Maximum Length 51 cm (20")	Maximum Width 36 cm (14")	Minimum Base Thickness 10 cm (4")
DOUBLE LOT	Maximum Length 81 cm (32")	Maximum Width 36 cm (14")	
INFANT/ CHILD LOT	Maximum Length 36 cm (14")	Maximum Width 20 cm (8")	
CREMATION LOT	Maximum Length 36 cm (14")	Maximum Width 20 cm (8")	

- (10) Every flat bronze marker shall be installed on a granite base that is:

- (a) not less than ten (10) cm thick;
- (b) have the top and bottom smooth finished;

- (c) have sides that are true and perpendicular with the top surface of the attached marker;
- (d) an exposed, smooth granite surface five (5) cm wide showing around each edge of the bronze marker; and
- (e) holes drilled through, to accommodate the attachment of the bronze marker with corrosion resistant, threaded bosses and washers, to be supplied by the *Memorial* supplier.

(11) Every flat bronze marker shall:

- (a) have the letters, numerals and ornamentation chased and buffed that shall not protrude more than one (1) cm above the surface of the marker, and each casting shall be true and free from defects and roughness, and further;
- (b) cast with sufficient integral bosses on the underside, tapped or drilled to receive anchor lugs or bolts which shall be non-corroding of a minimum diameter of one (1) cm and if metal, electrolytically similar to the marker; and
- (c) be securely attached to a granite base by four or more of the fasteners to a base. All base tops and bottoms shall be smooth finished.

(12) **UPRIGHT MONUMENTS:** Every upright monument, including the base, shall conform to the following specifications:

UPRIGHT MONUMENTS			
LOT TYPE	GRANITE TABLET		MATCHING GRANITE BASE
ONE LOT	Maximum Width 61 cm (24")	Minimum Height 61 cm (24")	Minimum Base Thickness of 15 cm (6")
TWO LOTS	Maximum Width 122 cm (48")	Minimum Height 61 cm (24")	
THREE LOTS	Maximum Width 142 cm (56")	Minimum Height 61 cm (24")	Base width shall not exceed tablet width by more than 15 cm (6") Minimum Border of 5 cm (2") polish finish exposed granite on surface of Base around all
FOUR LOTS	Maximum Width 163 cm (64")	Minimum Height 61 cm (24")	

			sides of tablet.
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- (13) No upright monument on its base shall have a combined height exceeding 107 cm (42") in height. Tablets shall have a minimum thickness of 15 cm (6").
- (14) Upright monuments extending over more than two (2) *Lots* may be considered, on a custom basis, subject to specifications established by the *City*.
- (15) Every monument tablet shall be pinned to its base using a stainless-steel dowel of not less than 1.3 cm diameter, and a length of not less than 15 cm extending equally into the tablet and base.
- (16) Every upright monument shall be installed onto a foundation, installed at an *Applicant's* expense, which shall consist of:
- (a) a minimum four feet (1.2m) excavation of the foundation installation site;
 - (b) installation of a reinforced concrete foundation from four (4) feet (1.2m) below grade to ground surface level with a length and width equal to the base of the monument to be installed, and of not less than twenty-five (25) MPa, sulfate resistant, air entrapments four (4) - seven (7) percent air content;
 - (c) a foundation installed with a finished surface flush to the ground level of the *Lot* so as to ensure a stable and level, vertical and horizontal installation of the monument and base above the surface level of the *Lot* is achieved.
- (17) No upright monument shall be installed over the space of a *Lot* that has been or may be opened to accommodate an *Interment of Human Remains*.
- (18) An upright monument with a design feature that is an integral part of the *Memorial* may be permitted so long as the *Memorial*, including the design feature, conform to the specifications set out herein.
- (19) The *City*, at its discretion and expense, or at the request and expense of an *Applicant*, may install, flush with the surface of a *Grave*, corner post markers at the *Grave* corners for the purpose of indicating and identifying the location of a *Grave* or *Plot*.

13.0 Offences and Fines

- (1) Any *Person* who:
- (a) contravenes this By-law;
 - (b) fails to comply with an *Order* of a *Municipal By-law Enforcement Officer* in order to achieve compliance with this By-law; or
 - (c) willfully interferes with, obstructs or assaults a *Municipal By-law Enforcement Officer* during the exercise or performance of their duties related to the administration and enforcement of this By-law,

is guilty of an offence.

- (2) If there is a contravention of any provision of this By-law, and the contravention has not been corrected, the contravention of the provision shall be deemed to be a continuing offence for each day or part of a day that the contravention remains uncorrected.
- (3) If an *Order* has been given by a *Municipal By-law Enforcement Officer* under this By-law, and the *Order* has not been complied with, the failure to comply with the *Order* shall be deemed to be a continuing offence for each day or part of a day that the direction is not complied with.
- (4) A *Person* guilty of an offence under this By-law shall be subject to the following fines:
 - (a) upon conviction, to a fine of not more than \$5,000.00;
 - (b) upon conviction for a continuing offence, to a fine of not more than \$200.00 for each day or part of a day that the offence continues and the total of all daily fines for the offence shall not be limited to \$5,000.00.

14.0 Administrative Penalties

- (1) Instead of laying a charge under the *Provincial Offences Act*, R.S.O. 1990, Chapter P.33, for a breach of any provisions of this By-law, a *Municipal By-law Enforcement Officer* may issue an administrative penalty to the *Person* who has contravened the By-law, as per the *Administrative Penalties By-law*.
- (2) If a *Person* is required to pay an administrative penalty under section 14.0(1), no charge shall be laid against the same *Person* for the same breach.
- (3) The amount of the administrative penalty for a breach under this By-law is \$300.
- (4) Every *Person* who contravenes this By-law, may be subject to an administrative penalty on each subsequent day in which the contravention continues.
- (5) If an *Order* has been given by the *Municipal By-law Enforcement Officer* and the *Order* has not been complied with, the *Person* to whom the *Order* was given may be subject to an administrative penalty on each day the *Order* is not complied with.

15.0 Repeal and Amendment of Other By-laws

- (1) By-laws 180-92, 406-2002, and 144-2022 are hereby repealed.
- (2) Schedule 1 of the *Administrative Penalties By-law* is hereby amended by including this By-law as a designated by-law.

16.0 Transition

- (1) Notwithstanding the repeal of by-laws 180-92, 406-2002, 144-2022, those by-laws shall continue to apply to any acts, omissions, or occurrences, and to any offences that took place prior to this By-law coming into effect.

17.0 Severability

(1) If any provision of this By-law or the application thereof to any *Person* or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the by-law which can be given effect without the invalid provision or application, and to this end the provisions of this By-law are severable.

18.0 Force and Effect

(1) This By-law shall come into full force and effect on the day that it receives approval from the *Registrar* as appointed under the *FBCSA*.

Voted in favour by City of Vaughan Council this _____ day of _____, 2025.

Steven Del Duca, Mayor

Todd Coles, City Clerk

Authorized by Item No. ____ of Report No. ____ of the Committee of the Whole(2).
Report adopted by Vaughan City Council on _____, 2025.
City Council voted in favour of this by-law on _____, 2025.
Approved by Mayoral Decision MDC XXX-2025 dated _____.
Effective Date of By-Law:

SCHEDULE "A"

ACTIVE CEMETERIES

- (a) Baker Cober Cemetery, 8799 Dufferin St., E Side of N of Hwy #7
- (b) Carrville United Church Cemetery, 910 Rutherford Rd., N side of Rutherford, W of Bathurst
- (c) Edgeley (Mennonite) Cemetery, 7981 Jane St., N of Hwy #7 E Side
- (d) Knox Vaughan Presbyterian Cemetery, 6316 Rutherford Rd.
- (e) Maple United Church Cemetery, 2000 Major Mackenzie Dr., N Side of Major Mackenzie, E of Keele
- (f) Nashville Cemetery, 10445 Huntington Rd., E Side of Huntington Rd, N of Major Mackenzie Dr, S of Nashville Rd
- (g) St. Paul's Presbyterian Cemetery, 10100 Pine Valley Dr., W Side of Pine Valley Dr, N of Major Mackenzie Dr.

INACTIVE CEMETERIES

- (a) Coleraine Wesleyan Methodist Cemetery, 7001 Major McKenzie Dr.,
- (b) Fisherville (Presbyterian) Cemetery, 1450 Steeles Ave. W
- (c) Hope Primitive Methodist Cemetery, Keele St., N of Teston Rd., W Side
- (d) McNaughton Memorial Cemetery, 20 Topaz Court – Maple
- (e) Old Methodist (Purpleville) Cemetery, Pine Valley Dr., S of Teston Rd., E Side
- (f) Old Presbyterian Church Cemetery, 10365 Pine Valley Dr., Major Mackenzie at Teston
- (g) Old Methodist (Kleinburg) 59 Nashville Rd.
- (h) Pine Grove Baptist Church Cemetery, 63 Gamble St., W of Islington Ave.
- (i) Rupert's Settlement (Sherwood) Cemetery, 621 Barrhill Rd.
- (j) St. Andrews Presbyterian Cemetery, 9851 Keele St., S of Major Mackenzie Dr., E side
- (k) St. Stephen's Anglican Cemetery, 2077 Langstaff Rd., E of Keele, S Side
- (l) Woodbridge Wesleyan Methodist Cemetery, 120 Meeting House Rd., E of Kipling
- (m) Hadwin Cemetery (located within Cranston Park), 491 Cranston Park Avenue, south/east corner of Cranston Park Avenue and Teston Road.