



OAKVILLE

THE CORPORATION OF THE TOWN OF OAKVILLE

BY-LAW NUMBER 2018-065

A by-law to establish rules and regulations for
Town of Oakville Cemeteries

COUNCIL ENACTS AS FOLLOWS:

DEFINITIONS

For the purposes of this by-law, and any forms, contracts or policies prepared in relation to this by-law:

ACT: shall mean the Funeral, Burial and Cremation Services Act, 2002, as amended and the Regulations thereto.

ADULT LOT: shall mean a lot designed for the in-ground interment of a full sized or adult container and **ADULT INTERMENT** shall mean the interment of human remains in such a container.

BEREAVEMENT AUTHORITY OF ONTARIO: shall mean the authority that administers provisions of the Act on behalf of the Ministry of Government and Consumer Services. BAO shall have the corresponding meaning.

BUSINESS HOURS: shall mean any hour between 8:30 a.m. and 4:30 p.m. on Mondays through Fridays excluding statutory holidays and other days on which the Town's Municipal Offices are not open for business.

BY-LAW: shall mean the rules and regulations under which the Cemeteries operate.

CARE AND MAINTENANCE FUND: shall mean the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the cemetery.

CARE AND MAINTENANCE FUND – MARKERS: shall mean the trust fund established pursuant to the Act and the Regulations thereto for the purpose of providing funds to maintain, stabilize, secure and preserve markers.

CEMETERY: shall mean each cemetery operated by the Town of Oakville including: Trafalgar Lawn Cemetery (1149 Dundas Street West), located on parts of Lots 22 and 23, Concession 1 NDS; St. Jude's Cemetery (258 Lakeshore Road West), located on part of Lot 17, Concession 4 SDS; Oakville/St. Mary's Cemetery, located on parts of Lots 15 and 16, Concession 3 SDS; Merton Cemetery, located on part of Lot 28, Concession 2 SDS; Bronte Cemetery, located on part of Lot 32, Concession 4 SDS; Wedgewood Cemetery, located on part of Lot 7, Concession 3 SDS; Palermo Cemetery, located on part of Lot 30, Concession 2, SDS, and; Munn's Cemetery,



located on part of Lot 15, Concession 1 SDS, in the Town of Oakville in the County of Halton.

CERTIFICATE OF INTERMENT RIGHTS: shall mean the certificate or deed issued by the Department to the purchaser, once Interment Rights have been paid in full, of the right to inter human remains in a lot, specifying the ownership of the Interment Rights and memorialization options.

CHILD LOT: shall mean a lot designed for the in-ground interment of a child sized container and **CHILD INTERMENT** shall mean the in-ground interment of human remains in such a container.

COLUMBARIUM: shall mean an above ground structure designed for the purpose of placing cremated human remains in a compartment.

COLUMBARIUM NICHE: shall mean a compartment within the Columbarium used to contain cremated human remains.

CORNER MARKER: shall mean a flat marker placed in the corner of an adult lot.

COUNCIL: shall mean the Council of The Corporation of the Town of Oakville.

CREMATED REMAINS LOT: shall mean a lot designated in the Master Plan for the in-ground interment of cremated remains.

CREMATED REMAINS INTERMENT: shall mean the in-ground interment of cremated human remains in a lot.

CREMATED REMAINS ENNICHEMENT: shall mean the placing of cremated remains into a columbarium niche.

CREMATED REMAINS PLACEMENT: shall mean the placing of cremated remains into the common burial ground designated in the Master Plan for the placement of cremated remains removed from a container.

CREMATED REMAINS SCATTERING: shall mean the scattering of cremated remains into the area designated in the Master Plan for the scattering of cremated remains removed from a container.

DEPARTMENT: shall mean the Parks and Open Space Department of the Town of Oakville.

DESIGNATED HOLIDAY: shall mean a day recognized by the Town to be observed as a holiday.

DIRECTOR: shall mean the Director of the Parks and Open Space Department of the Town of Oakville or designate.

DISINTERMENT: shall mean the exhumation (removal) of a container or cremated remains from a lot or niche and **DISINTER** shall have the corresponding meaning.



FLAT MARKER: is a marker placed so that the surface of the marker does not project above the surface of the ground.

FOOT MARKER: shall mean a flat marker placed at the foot of an in-ground lot.

HEAD OF THE LOT: shall mean the end of the in-ground lot designated as the head of the lot by the Master Plan or by the Director, and **FOOT OF THE LOT** shall have the corresponding meaning.

HEAD MARKER: shall mean a marker (flat, pillow or upright) placed at the head of the in-ground lot.

INFANT LOT; shall mean a lot designed for the in-ground interment of an infant sized container and **INFANT INTERMENT** shall mean the interment of human remains in such a container.

INTERMENT: shall mean the burial of human remains and includes the placing of human remains in a lot and **INTER** shall have the corresponding meaning.

INTERMENT RIGHTS: shall mean the right to require or direct the interment of human remains in a lot.

INTERMENT RIGHTS HOLDER: shall mean a person with Interment Rights with respect to a lot, niche or scattering right.

LOT: means an area of land in a cemetery containing, or set aside to contain, 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 memorial, upright marker, tombstone, plaque, headstone, cornerstone, or any other structure or ornament affixed to or intended to be affixed to a lot, columbarium niche or other structure or place intended for the placement of human remains.

MASTER PLAN: in respect of each cemetery shall mean the applicable plan of the cemetery filed with the Registrar showing the division of the cemetery into lots and describing the restrictions on use, if any, which relate to the lots.

OUTER CONTAINER: shall mean any shell (usually a crypt or vault) to be placed entirely below the surface of the ground for the purpose of holding a casket, container or urn.

PERSONAL REPRESENTATIVE: shall mean an executor, executrix, administrator or administrator with will annexed of the estate of a deceased individual or the attorney by power of attorney of a living individual.

PILLOW MARKER: shall mean a low tilted marker with a base similar to a flat marker and not exceeding 1 ft. (30 cm) in overall height.



POLICY or POLICIES: shall mean such policies regarding cemeteries within the Town of Oakville which may be adopted by Council from time to time.

PROCEDURE or PROCEDURES: shall mean such procedures regarding cemeteries within the Town of Oakville which may be adopted by the Department from time to time.

REGISTRAR: shall mean the Registrar appointed under the Act.

REPURCHASE PRICE: shall be determined by the Town of Oakville in respect of the interment rights in accordance with the Act.

SCATTERING RIGHT: shall mean the right to require or direct the placement or scattering of human remains in the common burial ground designated in the Master Plan for the placement or scattering of cremated remains removed from a container.

STONETOPPER: shall mean a wreath display that is securely fastened to an upright marker.

TARIFF: shall mean the tariff of rates for cemetery services and supplies for the Town.

TRANSFER: shall mean a gift, a bequest or any other transfer made without consideration as may be permitted under the Act.

TOWN: shall mean The Corporation of the Town of Oakville.

UPRIGHT MARKER: shall mean a marker which projects above the surface of the ground other than a pillow marker.

UPRIGHT MARKER BASE: shall mean the portion of the upright marker, constructed of granite, and set on the concrete upright marker foundation to provide stability for the upright marker.

UPRIGHT MARKER FOUNDATION: shall mean the in-ground concrete foundation, constructed the equivalent size of the upright marker base to a minimum of 4' (1.22 m) in depth.

WINTER: shall mean the time period from November 1st to April 15th.





1.0 GENERAL INFORMATION

1.1 Hours of Operation

Interment Rights Holders and the general public can visit the cemeteries during daylight hours. Normal visiting hours shall be as follows:

- (a) Trafalgar Lawn Cemetery: . April 1st to October 31st: 7:30 am to 9:00 pm
November 1st to March 31st: 7:30 am to 6:00 pm
- (b) St. Jude's Cemetery: Daylight hours visitation only every day.
- (c) Oakville/ St. Mary's Cemetery: Daylight hours visitation only every day.
- (d) Merton Cemetery: - Daylight hours visitation only every day.
- (e) Bronte Cemetery: - Daylight hours visitation only every day.
- (f) Wedgewood Cemetery: - Daylight hours visitation only every day.
- (g) Palermo Cemetery: - Daylight hours visitation only every day.
- (h) Munn's Cemetery: - Daylight hours visitation only every day.

Office hours: The Cemetery Office is usually open between 8:30 a.m. and 4:30 p.m. on Mondays through Fridays excluding statutory holidays and other days on which the Town's municipal offices are not open for business.

Interment hours: Interments, enichements, scatterings and placements will be carried out between the hours of 9:00 am and 2:30 pm Monday through Friday. Additional service charges will apply for interments arriving at the cemetery after 2:30 pm. Arrangements can be made with the Cemetery office for burials on Saturdays, Sundays or Designated Holidays and will be subject to additional service charges according to the current tariff of rates.

1.2 Town of Oakville Property: All cemeteries are owned by the Town. Interment Rights Holders and public visitors enjoy the use of the cemetery at their own risk and shall be governed by the following:

- **Vehicles:** Vehicles shall not be permitted except on the roadways of the cemeteries, and vehicles shall not be permitted to travel in excess of 15 kilometres (10 miles) per hour. The owners of vehicles which cause damage to the cemetery shall be liable to the Department for the cost of repair of any damage caused by their vehicle.



- **Firearms:** No person shall bring into or discharge firearms in the cemeteries, except as may be authorized by the Department in writing in connection with volleys at funeral services.
- **Dogs, Cats, Pets, etc.:** No person shall permit a dog, cat, horse or other pet to enter into or remain within a cemetery.
- **No Damages to Property:** No person shall pick or direct a person to pick flowers or any other plants, wild or cultivated, or break or damage in any way any tree, shrub or plant in the cemetery, or write upon, deface, or cause damage in any way to any marker, fence or other structure in the cemeteries.
- **Soliciting:** No person shall solicit in any manner within the cemeteries.
- **Conduct on Cemetery Property:** Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in a manner which is not in keeping with the dignity of the cemetery shall be required to leave the cemetery.
- **Adult Supervision:** No person under 12 years shall enter the cemeteries unless attended by an adult responsible for their conduct or unless permission to enter has been obtained from the Department.
- **Alcohol/Drugs:** No person shall bring alcohol or drugs into any cemetery.
- **Photographing, Filming or Video-Taping:** Photographing, filming or video-taping of any part of the cemetery may only take place with the prior approval of the Department and a permit may be required.
- **Encroachment:** No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, sheds or other any other buildings.
- **Department Empowerment:** Cemetery staff is empowered to preserve order, dignity and decorum in the cemeteries.

1.3 Liability for Loss or Damage: The Town assumes no liability or responsibility for the loss of, or damage to, any Lot, Columbarium Niche, Marker, Upright Marker, Pillow Marker, garden bed (including border and plant material), shrubs or article that may be placed on an Interment Right save and except as noted below.

- 1.3.1 The Town only assumes liability if, during the course of performing routine cemetery operations, the Town or its employees should cause damage to any Lot, Columbarium Niche, Marker, Upright Marker or Pillow Marker;
- 1.3.2 The Town shall notify the interment rights holder (or designate) and ensure that the interment rights holder (or designate) is satisfied with the repair. If the



Town and the interment rights holder (or designate) disagree on whether a repair is acceptable, acceptability will be determined by a memorialist/headstone designer;

1.3.3 The Town shall be required to and will have the first opportunity to make a reasonable effort to correct the damage described in 1.3.2 above. If repair is not an option, or is considered unacceptable, the Department shall ensure the necessary replacement is completed; and,

1.3.4 For purposes of the liability described in 1.3.1 above, no damages are payable, in the case of a reasonably successful repair performed on the part of the Town or its employees.

The Town is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

The Department reserves the right to temporarily relocate an upright marker, marker or any decoration so that cemetery operations may be performed and will be replaced as soon as is practicable, no later than the following business day.

Any articles of remembrance placed on lots or at niches are the sole responsibility of the Interment Rights Holder(s). The Town is not responsible for the loss of or damage to any articles placed within a cemetery.

1.4 By-Law Changes and Adherence: The Town may, from time to time, change the By-Laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. All changes to the By-Laws are subject to the approval of Council and the Registrar.

- All by-laws governing the cemeteries shall be strictly adhered to. Where there is any doubt as to the interpretation of this by-law or the Master Plan, the Director shall provide the necessary clarification. In the application and administration of this by-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.
- The purchaser of Interment Rights, in respect of any Lot, Columbarium Niche or Scattering Right purchases only the right to inter subject to the various by-laws governing the cemetery and according to applicable statutes of the Government of Ontario. The ownership of the land remains with the Town of Oakville.
- This by-law shall be known and cited as the **CEMETERIES BY-LAW**.
- If a Court of competent jurisdiction declares any Section, or part of a Section, of this By-Law to be invalid, it is the intention of Council that the remainder of this By-Law shall continue to be in force.



1.5 Care & Maintenance Fund Contribution: The cemeteries are maintained through the use of the Care and Maintenance Fund, and all lots now sold by the Department are covered by this plan and purchasers are required to contribute to this fund in accordance with the Act. Interment Rights Holders of lots acquired prior to the introduction of the Care and Maintenance Fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance tariff, however the lots in which interments took place prior to the introduction of the Care and Maintenance Fund in 1955 shall be maintained regardless of whether such payment is made.

1.6 Director Responsibility and Authority: The Director is responsible for the management, operation and maintenance of the cemeteries operated by the Town and is authorized to administer and enforce this By-Law with delegated authority granted by Council to execute provisions of the By-Law, including the imposition of conditions as necessary to ensure compliance with this By-Law. The Director may assign duties or delegate tasks under this By-Law whether in his or her absence or otherwise

- The Director may enlarge, reduce, re-plot, change the boundaries of, or grade a cemetery upon approval of the Registrar as required under the Funeral, Burial and Cremation Services Act, 2002.
- Where approval of any type from the Director is required under this By-Law, such permission may be refused or withdrawn by the Director at any time in his or her sole discretion.
- The Director may correct any error made in the sale, purchase, transfer or repurchase or resale of interment rights and in correcting such error he or she may substitute a lot of equivalent value and similar location, or, cancel the transaction and refund all payments. The Director shall give notice to the Interment Rights Holder of both the error and the correction of the error, provided that no notice shall be required to be given in regard to a typographical error, error of calculation or similar error.
- The Director may correct any error made in an interment or enichement. The Director shall give notice to the Interment Rights Holder of both the error and the correction to the error once the error has been corrected, provided that no notice shall be required to be given in regard to a typographical error, error of calculation or similar error. In the event an error may involve a disinterment, the Director shall first notify any required regulatory authority.

1.7 Right to Resurvey: The Town expressly reserves the following rights and privileges to be exercised from time-to-time in accordance with any governing Provincial legislation in effect at the time:



- To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives
- To create or remove easements and rights of way over and through all of the cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas.

1.8 Cemetery Restrictions: No person shall:

- inter or place or scatter remains in a lot, columbarium niche or area designated for the placement or scattering of cremated remains;
- disinter human remains;
- install or direct the installation of any marker;
- place decorations;
- landscape any area; OR
- drive or park a vehicle,

within a cemetery except in accordance with the provisions of this By-law.





2.0 CONSUMER PROTECTION

2.1 Lot Sizes: Lot sizes may vary according to the specific lot. The master plan of the cemetery shall be used to verify locations of lots and their sizes.

2.2 Purchase of Interment Rights: Interment Rights may be purchased from the Town at the price set out in the current tariff. No person, group or organization shall be entitled to hold the interment rights for more than 20 lot spaces, unless more than 20 lot spaces were purchased and a Certificate of Interment Rights was issued prior to when this by-law came into force.

2.3 Care and Maintenance Amount: Lots sold shall be covered by a rate of care and maintenance set forth in the tariff applicable at the time of purchase, as prescribed in accordance with the Act.

2.4 Shaarei-Beth El Section: Council, by agreement with the Shaarei-Beth El Synagogue, has a section reserved in Trafalgar Lawn Cemetery to be used exclusively for the interment of deceased members of the Synagogue. No person shall be permitted to purchase lots in this section nor issued with a Certificate of Interment Rights unless an application to the Town is accompanied by a letter, signed by the then current Rabbi, stating that they are entitled to purchase in the reserved section.

2.5 Cemetery Account Payments: Payments for cemetery products and services shall be made at the Oakville Municipal Building, 1225 Trafalgar Road, Oakville, Ontario, L6H 0H3, in accordance with the Cemetery Operations Payment Procedure.

2.6 Certificate of Interment or Scattering Rights: Each purchaser of Interment or Scattering Rights shall be entitled to a Certificate of Interment or Scattering Rights and signed contract for the purchase of Interment or Scattering Rights. The Certificate of Interment or Scattering Rights shall only be provided to the Interment or Scattering Rights Holder when all indebtedness has been satisfied and all charges on the lot or lots have been paid. The Certificate of Interment or Scattering Rights shall specify: the date on which the interment or scattering rights are purchased or transferred; the name of the purchaser; the name and location of the cemetery; the size of the lot(s) or scattering ground; the number and location of the lot or scattering ground; the amount paid; marker restrictions; the amount deposited into the care and maintenance fund and shall be subject to the existing regulations or such regulations as may from time to time be determined upon by the Department, as if embodied therein in full.

2.7 Resale of Interment Rights: The resale of Interment or Scattering Rights by the Interment or Scattering Rights Holder to a third party is permitted, in accordance with the Act, before the rights are exercised.

2.7.1 The original Interment or Scattering Rights Holder must transfer the rights (see Section 2.8) and a new certificate would be issued to the third party

through the cemetery office. No person shall purchase interment rights or scattering rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The Interment or Scattering rights holder may not sell rights to a third party for more than the price set out in the then current tariff. Where there is more than one Interment Rights Holder, the consent of all Interment Rights Holders shall be required.

2.7.2 In the event the Interment Rights Holder is deceased, a copy of their Will and Certificate of Death, along with the appropriate transfer documentation shall be required in order to transfer the interment right.

2.7.3 The Interment Rights Holder agrees that the interment rights may be sold to a third party providing no interment rights have been exercised on the lot.

2.7.4 The Interment Rights Holder agrees that if the interment rights are sold to a third party, the Interment Rights Holder will:

2.7.4.1 endorse the Interment or Scattering Rights Certificate to include:

2.7.4.1.1 a statement acknowledging the sale to the third party purchaser;

2.7.4.1.2 the signature of the cemetery confirming that the person selling the rights has the authority to do so;

2.7.4.1.3 the date on which the rights were sold;

2.7.4.1.4 the name, address and phone number of the third party purchaser; and

2.7.4.1.5 a statement of any money owing to the cemetery in respect of the rights;

2.7.4.1.6 provide a copy of the current Cemetery By-Law to the third party purchaser;

2.7.4.1.7 provide a written statement that no interment rights have been exercised to the third party; and

2.7.4.1.8 provide any other documentation in the Interment Rights Holder(s) possession relating to the interment rights to the third party.

2.7.5 The Interment Rights Holder agrees that if the interment rights are sold to a third party, the Interment Rights Holder will provide the Town:

2.7.5.1 the endorsed Interment Rights Certificate, as per Section 2.7.4.1 above; and



2.7.5.1.2 any other information required to issue a new Interment Rights Certificate.

2.8 Transfer of Interment or Scattering Rights: In accordance with the Cemetery Operations - Transfer of Interment Rights Procedure, an Interment or Scattering Rights Holder may transfer Interment or Scattering Rights, however, no such transfer of Interment or Scattering Rights shall be binding upon the Town until:

- (a) notice in writing has been given to the Department specifying the name, address or other description of the proposed transferee and date of transfer;
- (b) evidence satisfactory to the Director of the ownership and transfer of Interment or Scattering Rights has been filed with the Town; and
- (c) payment of a transfer fee has been made in accordance with the tariff; and
- (d) any markers and/or foundations must be removed before the transfer can be completed at the cost of the person(s) requesting the transfer, unless the transferee confirms in writing to the Department that the transferee wishes to retain the existing marker and/or foundation.

Upon receipt of the required documentation and payment the Town shall amend its records and issue a new Certificate of Interment or Scattering Rights. The original Certificate of Interment or Scattering Rights cannot be transferred but must be returned to the Department. Where there is more than one Interment Rights Holder, the consent of all Interment Rights Holders shall be required.

2.9 Exchange of Interment Rights: In accordance with the Cemetery Operations - Exchange of Interment Rights Procedure, if the Interment Rights Holder(s) wishes to exchange or upgrade their Interment Rights within any Cemetery, the Interment Rights Holder(s) must make a request to the Department in writing, which the Department may grant or deny. Where there is more than one Interment Rights Holder, the consent of all Interment Rights Holders shall be required.





3.0 INTERMENTS

3.1 **Written direction for an Interment, Enrichment, Scattering or Placement:**

No interment, scattering or placement shall take place without the written direction of the Interment or Scattering Rights Holder or the Personal Representative of the Interment or Scattering Rights Holder.

3.2 Burial Permit: Prior to an in-ground interment, that is not cremated remains, a burial permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, c. V.4 shall be deposited with the Department.

3.3 Cremation Certificate: Prior to an interment, placement, enrichment or scattering of cremated remains, a certificate of cremation shall be deposited with the Department.

3.4 Contract Requirement: Prior to interment, placement, enrichment or scattering, the Interment Rights Holder or the Personal Representative shall enter into a contract for cemetery services in a form provided by the Town.

3.5 Verbal Instruction: In the event that special instructions are taken verbally by the Department regarding the particulars or details of any interment, placement, enrichment or scattering, the Department shall not be responsible for errors. Verbal instructions shall be confirmed in writing by the Interment or Scattering Rights Holder(s) or Personal Representative of the deceased prior to a service by entering into a contract for cemetery services in a form provided by the Town.

3.6 Notice Required for Completion of Services: At least 12 working hours advance notice of a proposed interment, placement, enrichment or scattering shall be provided to the Department for Trafalgar Lawn and St. Jude's Cemetery and 20 working hours advance notice of a proposed interment for all other cemeteries, except in exceptional circumstances including a certificate of a medical practitioner requiring that interment be made within 24 hours of death as a matter of the control of a communicable disease within the meaning of the Health Protection and Promotion Act, R.S.O. 1990, c. H.7, or in the case of the interment of a member of a religious faith which requires that interment be completed as soon as possible after death. All necessary certificates and permits shall be deposited with the Department prior to the interment. For the purpose of this section, Saturdays, Sundays and Statutory/Designated Holidays shall not be considered working hours.

3.7 Interment Hours: Interments shall be allowed in the cemeteries only between the hours of 9:00 a.m. and 2:30 p.m. unless prior permission of the Department is granted.

3.8 Outer Containers: No outer container for the purpose of holding a casket or urn shall be placed in an in-ground lot without prior notice to the Department and unless such outer container is made of metal, concrete, stone or other material approved by the Director. Where an outer container is placed in an in-ground lot



it shall be placed entirely below the surface of the ground in accordance with the Act.

- 3.8.1 An outer container (crypt or vault) is a mandatory requirement at St. Jude's Cemetery for all interments in Blocks 79 – 99 inclusive, with the exception of cremated remains interments.

3.9 Number of Interments or Enrichments Permitted in Lots: The interment or enrichment of human remains in lots and columbarium niches shall be subject to the following restrictions:

- 3.9.1 Only one adult interment may be made in any adult lot unless specific written permission has been given by the Department at the time of the purchase of interment rights.
- 3.9.1.1 No more than two cremated remains interments shall be allowed in any cremated remains lot, except for Pondview Blocks 5 and 6 where no more than four cremated remains interments shall be allowed.
- 3.9.1.2 No more than four interments shall be allowed in any adult lot with the following combinations: four cremated remains interments or one adult interment plus three cremated remains interments.
- 3.9.1.3 No more than three interments shall take place in a child lot in the following combinations: one child interment and two cremated remains interments.
- 3.9.1.4 No more than one infant interment shall take place in an infant lot.
- 3.9.1.5 No more than two cremated remains enrichments shall be allowed in any columbarium niche. The combined size of any containers in the columbarium niche must be no greater than 11" x 11" x 11" (28 cm x 28 cm).
- 3.9.1.6 The Director shall have discretion to permit alternative interment or enrichment combinations.

3.10 Cremated Remains Placement and Scattering: Non-recoverable interment of cremated remains by way of placement or scattering in the cemeteries shall take place only in designated areas and only after the cremated remains have first been pulverized. The written authorization of the Department is required prior to placement or scattering of cremated remains by entering into a contract for cemetery services in a form provided by the Town. Cremated remains that have been placed without a container or scattered are non-recoverable.

3.11 Service Charges: The purchase of Interment or Scattering Rights does not include the opening and closing of the lot, niche or placement. Additional charges shall be incurred based on the supplies or services provided in connection with



the interment, enrichment, placement or scattering in accordance with the then prevailing tariff.

3.12 After Business Hours Interments: Any interments performed on Saturday, Sunday or holidays recognized by the Town of Oakville, and/or after 2:30 pm will be subject to the applicable surcharge in accordance with the then prevailing tariff.

3.13 Funeral Processions: Funeral processions within the cemetery shall follow any specified route within the cemetery indicated by the Department prior to interment, placement, scattering or enrichment.

3.14 Apparatus and Marquees: The use of any apparatus by the funeral home such as marquees is permitted only with the prior authorization of the Department. The funeral home shall be responsible for the installation and removal of any such apparatus and any repairs to the cemetery which may be required as a result of the use of such apparatus.

3.15 No Interment of Pets or Other Animals: Only human remains may be interred or placed in the cemeteries. Interment or placement of animal remains shall not be permitted.

3.16 Social Services Interments: The Department will assign the use of a single lot for an at-need interment pursuant to a signed contract with the Regional Social Services Administrator or designate.

3.17 Opening and Closing of Interment or Scattering Rights: Lots, Niches and Cremated Remains Placements shall be opened and closed only by the Department.

3.17.1 The Department may, from time to time, pass over lots for the purposes of conducting cemetery services and related operations of the Town and will ensure that a respectful route is exercised.

3.17.2 To ensure safe conditions are maintained at all times, families wishing to witness the closing of a lot or niche shall remain a minimum of thirty feet (9 m) from the open lot and must stand outside the delineated worksite.

3.17.3 Remains being buried in an adult or child-sized lot, must be delivered to the cemetery for burial in a closed casket or container.

3.17.4 Under no circumstances will any casket or container be opened on any cemetery property prior to the interment.

3.17.5 Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Department's control, an interment cannot be made at the scheduled time, the Department reserves the right to establish a temporary



set up and the interment shall be completed as soon as possible at a later time.

- 3.17.6 The Department reserves the right to temporarily relocate an upright marker, marker or any decoration so that cemetery operations involving the opening and closing of an in-ground lot may be performed.
- 3.17.7 The opening of an in-ground lot for interment may necessitate the temporary mounding of earth on adjacent lots. The Department reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent lots to their original condition as soon as possible following the closing of the lot.
- 3.17.8 Winter cremated remains interments may be limited by weather and soil conditions at the discretion of the Department.
- 3.17.9 Funeral flowers placed as decoration on an in-ground lot will remain for a minimum of five (5) days following the interment and will be removed at any time thereafter and disposed of by the Department.
- 3.17.10 The Department will exercise all due care in performing interments but is not responsible for damage to any casket, urn or other container sustained during either an interment or disinterment.
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4.0 DISINTERMENTS

4.1 Requirements for a Disinterment: Disinterments shall be conducted in accordance with the requirements of the Act, and shall be subject to the then prevailing tariff of rates. An agent or employee of the Department shall be in attendance at all times during a disinterment. No disinterment shall take place where there is any financial indebtedness to the Town for other cemetery products and services.

4.2 Written Consent Required: No disinterment shall take place without the written direction of the Interment Rights Holder or Personal Representative by entering into a contract for cemetery services in a form provided by the Town except as otherwise permitted by the Act or required by law. Evidence satisfactory to the Director of the ownership of the Interment Rights may be necessary.

4.2.1 The raising and lowering of remains from standard depth to extra depth is considered a disinterment.

4.3 Closure of Cemetery During a Disinterment: During a disinterment the cemetery shall be closed. Only those persons required or permitted by the Act or the Department to be in attendance at a disinterment shall be allowed entry to the cemetery during a disinterment.

4.3.1 The Department reserves the right to disallow any witnessing of the Disinterment if it feels at its sole discretion that the health or safety of anyone present may be at risk.

4.3.2 Disinterments will be completed at a day and time designated by the Department.

4.4 Damages to Containers: The Department will not be responsible for damage to any casket or container which occurs during the course of the Disinterment. A new casket or container may be required to facilitate a removal for which additional charges to the Interment Rights Holder or Personal Representative will apply.

4.4.1 The Department will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Department cannot guarantee that it can retrieve a cremation urn or cremation container buried in a lot. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the Disinterment.

4.5 Removal of Markers from Lot(s): The cost for the removal of any markers and any foundations shall be paid by the individual(s) authorizing the disinterment.



4.6 Transportation out of Cemetery: The transporting of the deceased out of the cemetery is the responsibility of the party authorizing the Disinterment, including all costs associated therein. All required documentation (i.e. burial permit or certificate of cremation) will be provided to the authorized person on the day of the disinterment or receipt of the cremated remains.





5.0 CARE OF THE CEMETERY

5.1 Health and Safety of Visitors and Workers: The Department reserves the right to regulate the articles placed on a lot that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees; prevent the Department from performing general cemetery operations; or, are not in keeping with the dignity and decorum of the cemetery. Prohibited articles will be removed and placed in a pick-up area for collection on the cemetery grounds. Prohibited items include, but are not limited to, the following: glass containers; shepherd's hooks; metal stakes; plastic and glass solar lamps; ceramic and porcelain items; loose stones, and such other objects as may cause a hazard at the discretion of the Department.

5.2 Maintenance of Grounds: The Department shall maintain the grounds of the cemetery, including all lots, structures and markers, to ensure the safety of the public and to preserve the dignity of the cemetery. The Department, or authorized contractors, shall keep all in-ground lots graded, sodded and mowed and shall keep cultivated and trimmed all trees, shrubs, flowering or other plants of the cemetery that are planted by, or with the permission in writing of, the Department, where such permission shall be granted only in accordance with the provisions of this by-law.

5.2.1 Subject to weather conditions the Department will endeavour to restore the turf by sodding or seeding after adequate settlement has taken place following the interment.

5.2.2 All landscaping and maintenance of the cemetery shall be performed by the Department or authorized contractors. No person other than Department staff shall perform any landscaping or maintenance work within the cemetery without the authorization in writing of the Department. All landscaping and maintenance work performed by such other person shall be performed under the supervision of the Department. Without limiting the generality of the foregoing, no person shall make any walk, cut any sod, change the grade of any in-ground lot, move any corner post, memorial or marker in the cemetery or change or tamper in any way with the landscaping or fixtures of the cemetery without the written authorization of the Department. Any restoration work required in connection with any such change or tampering shall be at the expense of the person responsible.

5.3 Planting and Care of In-Ground Lots: Pruning of shrubs, and the installation and maintenance of flower beds is not looked after under the care & maintenance of the cemetery. Flowerbed maintenance, pruning, watering, etc. are the sole responsibility of the Interment Rights Holder(s). The Department reserves the right to remove all flowers, potted plants, wreaths, stonetoppers and baskets of flowers when they become withered or unsightly or for any reason that deems such removals to be in the best interest of the cemeteries as determined by the Department. The following decoration and landscaping of in-ground lots shall be permitted:



- 5.3.1 Fresh Flowers in Vases: Cut, fresh flowers only shall be permitted on in-ground lots designated for flat markers, upright markers or pillow markers, according to the Master Plan, provided the flowers are placed in vases approved by the Department. Vases may be incorporated as part of a marker or installed as a separate assembly. All vases must be inverted seasonally for the winter. In the event that a vase remains upright after November 1st, the Department shall remove and dispose of any flowers and invert the vase. Vases are not permitted at St. Jude's Cemetery within Blocks 114 – 116.
- 5.3.2 Flower Beds: Private flower beds are allowed only on lots which permit an upright or pillow marker (as determined by the cemetery master plan) in accordance with specifications outlined in Section 5.3.2.1. The Interment Rights Holder or Personal Representative must notify the Department prior to the installation to ensure by-law compliance.
- 5.3.2.1 The flower bed must be installed immediately in front of the marker and must not exceed 18 inches (45.72 cm) in depth from the base of the marker toward the foot of the in-ground lot (including any border/edging) and is no wider than the base of an upright marker or the width of a pillow marker. For lots in Blocks 100 and 101 at St. Jude's Cemetery the depth of the flower bed shall not exceed 6 inches (15.24 cm). Flower beds must have an approved border/edging constructed of pre-cast concrete or similar product. The height of such borders/edges shall not exceed 3" (7.62 cm) above the surface of the ground and shall not be attached to the base of the marker, in any way. The Department shall not be responsible for upkeep or damages to any flower bed or border/edging, except as may be caused by Department staff. No flower beds shall be permitted on in-ground lots designated for flat markers.
- 5.3.2.2 At the discretion of the Department, in the event that such flower beds do not conform to Section 5.3.2.1. and/or are not properly maintained in a manner which respects the dignity of the cemetery, the Interment Rights Holder will be notified in writing to adjust the size of or maintain the bed within a reasonable time period. If the bed is not adjusted or maintained by the deadline date provided, the Department will remove the flower bed and re-establish turf in its place. In the event that any flower bed from the previous year has not been planted or maintained by June 30 in the respective year the Department will remove the flower bed and re-establish turf.
- 5.3.3 Shrubs: Shrubs (evergreen or deciduous) are allowed only on lots which permit an upright or pillow marker (as determined by the cemetery master plan) where the marker is centered between two or more lots and in accordance with specifications as outlined in Section 5.3.3.1. The Interment



Rights Holder or Personal Representative must notify the Department prior to the planting of any shrubs to ensure by-law compliance.

- 5.3.3.1 Only one shrub shall be planted on either side of the marker so that the centre of the shrub is located diagonally from the front corners of the marker or base of the marker. The Interment Rights Holder is responsible for upkeep and maintenance of such shrubs and must be planted so as not to encroach into adjacent lots. Shrubs are not permitted on lots designated for flat markers, single upright markers or single pillow markers. Any shrubs that are encroaching into adjacent lots or prohibit the Town from performing an interment will be removed by the Department without prior notice.
- 5.3.3.2 At the discretion of the Department, in the event that shrubs do not conform to Section 5.3.3.1 and/or are not properly maintained in a manner which respects the dignity of the cemetery (with the exception of an immediate removal to perform an interment), the Interment Rights Holder will be notified in writing to maintain the shrubs within a reasonable time period. If the shrubs are not maintained by the deadline date provided, the Department will remove the shrubs and re-establish turf in their place.
- 5.3.4 Potted Plants: One potted plant shall be permitted to be placed on each in-ground lot seasonally from April 1 to October 31. Potted plants must be living (not artificial) and must be in a disposable container (no cast iron urns, wooden planters or other such containers are permitted). Staking or securing potted plants with wood, metal or other items is strictly prohibited. The Department reserves the right, without notice, to remove and discard any potted plant when they become withered, unsightly, or not respectful of the dignity of the cemetery.
- 5.3.5 Memorial Wreaths and Other Winter Arrangements: One uncovered wreath shall be permitted to be placed on each in-ground lot seasonally during “winter” . Wreaths must be securely fastened to the monument (stonetopper), or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths, stands, and other arrangements placed on lots will be removed by the Department after the winter or sooner in the event that they become unsightly. Stonetoppers are permitted to remain on monuments annually and do not require removal, unless they become faded and/or unsightly.
- 5.3.6 Artificial Flowers: Artificial flowers are permitted only during “winter”) with the exception of stonetoppers as described in Section 5.3.5. All artificial flowers must be removed after the winter, including any flowers and arrangements placed inside flower beds. Artificial flowers and arrangements are strictly prohibited during the non-winter time period when living plant material may be placed in the cemeteries. All artificial flowers and arrangements will be removed by the Department after the winter or sooner in the event that they become unsightly.



- 5.3.7 **Shatterproof Glass Vigil Lamps:** Shatterproof glass vigil lamps are permitted and may be located either as part of the marker or as a separate installation, according to the Master Plan. Vigil lamps shall be constructed of shatterproof glass. All vigil lamps on flat marker lots require the prior approval of the Department and must be able to be inverted so that they are flush with the earth surface during the winter. Lamps are also permitted inside approved flower beds on upright or pillow marker in-ground lots and are also permitted to be fastened onto upright marker bases. Lamps not in flower beds must be turned down seasonally for the winter. Installation shall be performed by the Department at the then prevailing tariff. Solar lamps are permitted as long as they are placed into an approved shatterproof vigil lamp holder.
- 5.3.8 **Candles:** Lighted candles, incense, or other flammable articles may be placed on an in-ground lot only when attended by an adult, including candles inside vigil lamps. All lighted candles and incense must be extinguished prior to leaving the cemetery. No glass containers are to be left in the cemetery at any time.
- Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the Interment Rights Holder(s). The Department does not assume any liability in this regard.
- 5.3.9 **Columbariums:** Wreaths, fresh flowers, and potted plants and flowers shall be permitted in an area designated by the Director near the columbarium niche units, subject to any restrictions or limits otherwise applicable under this by-law. Cut fresh flowers, potted plants, and artificial plant displays, stickers, letters, ceramic decorations, photographs or other items of remembrance are not permitted to be attached to or placed upon the columbarium.
- 5.3.10 **Trees:** Trees are owned by the Department and maintained in a consistent manner as Town of Oakville trees in its parks. No person shall place or install any border around nor plant flowers at the base of any tree. No decorative items are to be placed on or under any tree. The Department will not cut down or remove mature trees that have been planted on or near the plot to accommodate an interment.

5.4 Designated No Planting Area(s): The Town reserves the right to dedicate areas as no planting areas within the cemeteries.

5.5 Possible Removal of Flower Beds or Decorations: Plant material, flower beds and other approved decorations may have to be removed to facilitate cemetery operations. The Department will make reasonable efforts to preserve and reinstall the plant material, but does not assume responsibility or liability in this regard. Any reinstallations of flower beds will be completed using dimensions as specified in section 5.3.2.1.



5.6 Refuse in Cemetery: All litter shall be placed in waste receptacles provided by the Department at various locations in the cemetery. No person shall litter within a cemetery.

5.7 Personal Property Left on Lot(s): The Department shall not be responsible in any way for personal property lost or damaged in the cemetery. Implements, materials or any other articles of personal property left in the cemetery are subject to removal by Department staff, without return or compensation therefore.

5.8 Water Availability and Usage: Tap water is available at Trafalgar Lawn, St. Jude's and Oakville/St. Mary's Cemeteries only, from approximately early June to late October. The water provided is not potable water (not fit for drinking). It is to be used only for flowerbed and shrub maintenance.





6.0 MARKERS

Markers are permitted to be installed on lots in accordance with the Master Plan and any restrictions on the type of Marker or location of Marker that may be specified therein. Lots shall be designated for flat, upright or pillow markers in accordance with the Master Plan applicable at the time of sale of the Interment Rights in connection with the lot. Unless otherwise specified in this bylaw, markers shall only be installed at the head of lots or as approved by the Director.

6.1 Requirement Before Installation: New and/or replacement markers and foundations will only be installed on lots when all indebtedness to the Town for the purchase of cemetery products and services has been completed

6.2 Temporary Marker: Following an interment in an unmarked in-ground lot the Department shall install a temporary marker on the lot, such marker to remain in place for up to 180 days following the interment or until a permanent marker is installed (whichever date comes sooner). A temporary marker will not be installed where there is already a permanent marker on the lot(s).

6.3 Care and Maintenance Fund – Markers: Every person wishing to install a marker in a cemetery shall pay to the Department the amount prescribed by the Act to be deposited in trust to the Care and Maintenance Fund - Markers. The maintenance, stabilization, security and preservation of all markers in the cemetery shall be the responsibility of the Department, the cost of which shall be paid from the income on money deposited to the Care and Maintenance Fund - Markers in accordance with the Act.

6.3.1 Despite the foregoing in the event that trust funds were not collected in connection with markers sold prior to 1992, the Interment Rights Holder may be requested to contribute on a purely voluntary basis to the Care and Maintenance Fund - Markers at the prevailing rate approved by the Registrar.

6.4 Unstable Markers: In the event that a marker presents a risk to public safety because it is unstable, the Department shall make such repairs, or reset the marker or lay it down so as to remove the risk.

6.4.1 The Department shall use only reversible processes to preserve and stabilize a marker if the cost of so doing can be paid out of the income received by the Care and Maintenance Fund or out of funds from other sources. The Department shall only remove a marker if it cannot be preserved using income from the Care and Maintenance Fund - Markers. Whenever income from the Care and Maintenance Fund has been spent on stabilizing or restoring a marker, the Department shall record the particulars of the work done and money spent and make the information available in the Public Register.

6.5 Removal of a Marker: Markers may be removed by the Department on a temporary basis where necessary for the ongoing operation of the cemetery.



6.5.1 The Department reserves the right to remove, at its sole discretion, any marker or upright marker which is not in keeping with the dignity and decorum of the cemetery, providing notice to the Interment Rights Holder or Personal Representative

6.6 Installation Must be Completed by Department Staff: The installation, care and maintenance of markers or accessories thereto, including vases and vigil lights, shall be performed only by Department staff or such other persons as may be authorized in writing by the Department and all such work undertaken or agreed to be performed by any such other person shall be performed under the supervision of the Department. All markers installed by the Department shall be at the expense of the purchaser in accordance with the then prevailing tariff.

6.7 Written Consent: The Department requires the written consent of the Interment Rights Holder(s) on a marker design form that details the inscription to be placed on the marker, size dimensions, lot location(s) and finish prior to the manufacture of such marker. All markers shall be approved by the Department prior to installation. Prior to the installation of a marker or a foundation, the Interment Rights Holder or the Personal Representative shall enter into a contract for cemetery services in a form provided by the Town. Where the installation fee of a marker does not exceed \$250, no contract is required.

6.7.1 Written consent is also required for any additional inscription to be placed on any marker within the cemetery prior to the inscription being completed.

6.7.2 Unique designs for upright markers (including a boulder used as a memorial and memorial benches), which deviate from this by-law, must be submitted to and approved by the Department.

6.8 Material and Finish of Markers: All markers shall be constructed of granite and/or bronze material unless otherwise approved in Section 6.7.

6.9 Upright Marker Bases: Minor scraping of the upright marker base due to grass cutting is considered to be normal wear and not compensable

6.10 Inscriptions: Any inscription that is not in keeping with the dignity and decorum of the cemeteries, as determined by the Town, may be ordered removed without compensation.

6.11 Specifications for Upright Markers:

6.11.1 Single In-Ground Lot

The base shall be a maximum of 2' (.6 m) in width, 14" (35.56 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 3'6" (1.10 m) in overall height including the base. Should the width of the marker be the same as the base, bottom corners must be cut to a minimum of



2" (5.08 cm). The minimum thickness of the die stone shall be 8" (20.32 cm) at all points from top to bottom.

6.11.2 Double In-Ground Lot

The base shall be a maximum of 4'6" (1.40 m) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm) and the marker shall be a maximum of 4'6" (1.40 m) in overall height including the base. Should the width of the marker be the same as the base, bottom corners must be cut to a minimum of 2" (5.08 cm). The minimum thickness of the upright marker for markers up to 3'6" (1.10 m) in height shall be 8" (20.32 cm) at all points from top to bottom and shall increase by 1" (2.54 cm) in thickness for every foot or portion thereof over 3'6" (1.10 m) in height.

6.11.3 Triple In-Ground Lots or Larger Groups (side by side)

The width of the base shall be a maximum of 65% of the combined width of the adjacent lots, shall be a maximum of 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm). The total height of the marker must not exceed 4'6" (1.40 m) including the base. Should the width of the marker be the same as the base, bottom corners must be cut to a minimum of 2" (5.08 cm). The minimum thickness of the upright marker for markers up to 3'6" (1.10 m) in height shall be 8" (20.32 cm) at all points from top to bottom and shall increase by 1" (2.54 cm) in thickness for every foot or portion thereof over 3'6" (1.10 m) in height.

6.11.4 Four Lot In-Ground Blocks (back to back)

The base shall be a maximum of 4'6" (1.40 m) in width, 20" (50.8 cm) in depth with a minimum height of 6" (15.24 cm). The total height of the marker must not exceed 4'6" (1.40 m) including the base. Should the width of the marker be the same as the base, bottom corners must be cut to a minimum of 2" (5.08 cm). The minimum thickness of the upright marker for markers up to 3'6" (1.15 m) in height shall be 8" (20.32 cm) at all points from top to bottom and shall increase by 1" (2.54 cm) in thickness for every foot or portion thereof over 3'6" (1.10 m) in height.

6.11.5 Other Multiple In-Ground Lot Groupings

All designs for upright markers for any other type of multiple lot blocks will be subject to approval by the Department on the basis of individual merit prior to construction.

6.11.6 Marker Sizes for Block 100 and 101- St. Jude's Cemetery

The base width shall be determined by the number of lots purchased, however the maximum depth of the marker shall be 14" (35.56 cm) and the marker shall be a maximum of 3'6" (1.10 m) in overall height including the base. The minimum height of the base is 6" (15.24 cm). Should the width of the marker be the same as the base, bottom corners must be cut to a minimum of 2" (5.08 cm). The minimum thickness of the upright marker shall be 8" (20.32 cm) at all points from top to bottom.



- 6.12 Upright Marker Foundations:** Foundations for all upright markers will be installed by the Department to a depth of 4' (1.22 m), or to the depth of the interment, and shall be the same dimensions as the base of the marker. Foundation installation will be at the expense of the purchaser at the then prevailing tariff
- 6.12.1 Foundations will be installed on an intermittent basis only from May to November each year depending on the number of applications received at the discretion of the Department. A minimum of two weeks prior written notice is required for installation of a foundation.
- 6.13 Two upright markers on one base:** When two upright markers are being set on a single base, both upright markers shall be of the same size, shape and colour.
- 6.14 Ceramic photographs:** Ceramic photographs will be permitted to be affixed to Upright Markers provided the following conditions are met:
- 6.14.1 Any photograph shall be recessed in the face of the marker so that no part of the photograph projects beyond the face of the marker.
- 6.14.2 The purchaser of the marker shall execute a release of the Department saving the Department harmless from responsibility for damage to the photograph and the repair thereof, regardless of cause.
- 6.14.3 The Town does not accept any responsibility or liability for a ceramic photograph should it become faded, cracked, damaged or need to be removed.
- 6.15 Inscriptions on the Back of Upright Markers:** All inscriptions to be placed on the back of upright markers must be approved by the Department prior to the inscription being completed. Each in-ground lot location site must be checked for suitability. The Department reserves the right to decline a request for inscriptions on the back of upright markers based upon the Master Plan of the cemetery as well as adjacent lots.
- 6.16 Temporary Wooden Crosses:** One cross may be placed on an in-ground lot as a temporary marker following an interment and may be left for a maximum of one year from the date of the interment. Any cross that presents a health and safety risk or is placed on the lot for a period greater than one year, will be removed and disposed of by the Department without notice.
- 6.16.1 The cross must be placed at the head of lot in the area where the permanent marker will be placed.
- 6.16.2 Temporary crosses are not permitted on lots where a permanent marker exists.

**6.17 Specifications for Flat Markers and Pillow Markers:**

- 6.17.1 Flat Markers shall be flat and set flush with the surface of the ground. The upper surface of Flat Markers shall not contain projections with the exception of lettering or other embellishments which shall not project more than 1/4" (5mm) above the surface of the Flat Marker. Flat and pillow markers may be delivered to the cemeteries from March 1st – December 1st.
- 6.17.2 All flat and pillow markers must be made of granite and/or bronze.
- 6.17.3 In addition to the requirements of this section, bronze Flat Markers shall have a concrete or granite base with a border of up to 2" (5.08 cm).
- 6.17.4 Single In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 28" in width and 18" in depth [71.12 cm x 45.72 cm] (including any border) with a minimum thickness of 4" (10.16 cm) for a single lot.
- 6.17.5 Double In-Ground Lot: Flat Markers and Pillow Markers shall not exceed 48" in width and 18" in depth [121.92 cm x 45.72 cm] (including any border) with a minimum thickness of 4" (10.16 cm) for a double lot.
- 6.17.6 St. Jude's: For Blocks #72 to #78 inclusive at St. Jude's Cemetery markers shall not exceed 22" in width and 12" in depth [55.88 cm. x 30.48 cm.] (including any border) with a minimum thickness of 4" (10.16 cm).
- 6.17.7 Ceramic photographs or attachments shall not be permitted to be affixed to Flat or Pillow Markers.
- 6.17.8 Pillow markers shall be 8" / 5" (20 cm / 13 cm) slant with 2" (5 cm) set in ground Refer to Sections 6.16.4 and 6.16.5 for width and depth measurements.

6.18 Vases and Vigil Lights:

- 6.18.1 According to the Master Plan, a vase and/or vigil light may be permitted to be incorporated into a Flat Marker provided the vase and/or vigil light may be inverted or otherwise set flush with the surface of the Flat Marker when not in use. Vases and vigil lights are not permitted in St. Jude's Cemetery within Blocks 114 – 116.
- 6.18.2 Vases and vigil lights must be turned down, flush with the earth surface, during the winter. Any vases and vigil lights remaining upright after November 1st will be turned down by the Department and any flowers will be removed and discarded. In the event that an existing marker has been installed without a vase or vigil light being incorporated into same, approved separate assemblies may be installed as space permits at the discretion of the Director.



- 6.19 Foot Markers:** One flat marker may be installed as a foot marker at the foot of an Adult Lot or Child Lot, provided such marker shall not exceed 22" in width and 10" in depth [55.88 cm x 25.4 cm] or 20" in width x 12" in depth [50.8 cm x 30.48 cm] (including any border) with a minimum thickness of 4" (10.16 cm). Vases and vigil lights shall not be permitted to be incorporated into a foot marker.
- 6.20 Corner Markers:** Flat markers may be installed as corner markers on adult lots or child lots, provided they do not exceed 6" x 6" (15.24 cm x 15.24 cm) with a minimum thickness of 4" (10.16 cm.) Vases and vigil lights shall not be permitted to be incorporated into a corner marker.
- 6.21 Markers on Columbarium Niches:** One bronze memorial wreath plaque measuring exactly 11" in width and 7 3/4" in height (28 cm x 19.5 cm) shall be purchased through the Town of Oakville and affixed on each columbarium niche.
- 6.22 Areas for Placement and Scattering of Cremated Remains:** No head or foot markers are permitted within areas designated for the non-recoverable placement or scattering of cremated remains. Bronze memorial plaques measuring exactly 6" x 2" (15.24 cm x 5.08 cm) and manufactured so that the back is as flat as possible, without bosses or studs, may be affixed to a common upright marker provided by the Town in the placement area. Bronze memorial plaques (in varying sizes) may be placed in the area designated for markers near the scattering locations at the approval and discretion of the Department.
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7.0 REGULATIONS FOR CONTRACTORS AND WORKERS

7.1 Public Liability and Insurance: All contractors performing work in a cemetery are required to produce evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00). There shall be a deductible amount of not more than two thousand five hundred dollars (\$2,500.00) applicable to each claim under such policy.

7.2 Workplace Safety and Insurance Board (WSIB): All contractors performing work in a cemetery shall be required to produce evidence of good standing with WSIB. Prior to commencing any work in a cemetery, the contractor shall pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act, provided that if the contractor fails to so pay the assessment or compensation, the Department may make payment of the assessment or compensation to WSIB and deduct or collect such expenses from the contractor.

7.3 Occupational Health and Safety Act: All contractors performing work in the cemeteries shall comply with the requirements of the Occupational Health and Safety Act and Regulations thereto.

7.4 Supervision by Department Staff: All work performed by contractors shall be under the supervision of the Department, and shall be done in accordance with the specifications of the Department including any safety manuals.

7.5 Deliveries of Markers: Flat markers shall be delivered to the cemetery operations area as directed by the Department. Flat and pillow markers may be delivered to the cemeteries from March 1st – December 1st. Upright markers shall be delivered to the cemetery only after the upright marker foundation has been installed and the marker retailer has been notified by the Department.

7.6 Code of Conduct and Behaviour: All persons performing work in the cemetery agree to act in a manner that is consistent with the current Town's procedures and policies pertaining to code of conduct. These policies can be found on the Town's website.

7.6.1 The Town of Oakville is committed to maintaining a healthy, safe and supportive workplace for all employees that is free from discrimination and harassment. All employees are to be treated with respect and dignity in keeping with the Town's values of accountability, dedication, honesty, innovation, respect and teamwork. The policy applies to all Town employees (including but not limited to full-time, part-time, students, volunteers, temporary and interns), councillors, contractors, consultants, works and every person accessing Town property, services, events and programs. All persons agree to act in a manner that is consistent with the current Town's policy regarding respectful conduct, including the associated procedures.



7.7 Performing Work on Cemetery Grounds:

- 7.7.1 Work shall be conducted daily between 8:00 am and 5:00 pm Monday to Saturday, including any work related clean up, unless alternate arrangements are authorized by the Department prior to the commencement of work;
- 7.7.2 Contractors shall temporarily cease all operations if they are working within fifty feet (15 m) of a funeral until the conclusion of the service. The Department 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.

7.8 Written Authorization: No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Department. Such work will be authorized upon receipt of a request in writing from the Interment Rights Holder(s) or Personal Representative, in which the work proposed is described subject to the restrictions in this by-law.

7.9 Vehicle Weights: Vehicles in excess of 10,000 kg G.V.W. shall not enter the cemetery without the prior authorization of the Department.

7.10 Contractor's Liability: Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright markers, flat markers, pillow markers, vases, or any other article or natural feature in the cemetery. Contractors shall lay planks on the in-ground lots and paths over which heavy materials are to be moved in order to prevent damage. Any damage caused by contractors shall be rectified by the cemetery at the expense of the contractors.

7.11 Contractor Attire and Conduct: Contractors performing work within the cemetery are responsible for their actions, conduct, behaviour and attire. Shirts and pants or shorts (where appropriate) and CSA approved "green patch" safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the cemetery grounds.

7.12 Removal of Implements and Waste: Contractors working within the cemetery must remove all implements, equipment and waste from the cemetery at the conclusion of the work or at the end of each work day, unless prior permission to leave materials and equipment has been obtained from the Department. All work sites must be secured when left unattended.

**8.0 CONTRAVENTION OF BY-LAW**

8.1 Where the Director is satisfied that there has been a contravention of this By-Law, the Director may make an order requiring the Interment Rights Holder or Personal Representative of the lot and any other persons responsible for the contravention to do such work as may be necessary to correct the contravention.

8.2 An order under subsection 8.1 shall set out:

8.2.1 reasonable particulars of the contravention adequate to identify the contravention and the location of the lot on which the contravention occurred; and,

8.2.2 the work to be done and the date by which the work must be completed.

8.3 An order under subsection 8.1 may require work to be done even though the facts which constitute the contravention of this By-Law were present before this By-Law came into force.

8.4 In default of any work directed or required by the Director under this section being done by the person directed or required to do it, as set out in 8.1, the work shall be done at the person's expense.

8.5 The Town may recover the costs of doing any work under subsection 8.4 by invoice, by action or, as a last resort, by adding the costs to the tax roll and collecting them in the same manner as property taxes, if applicable.

8.6 The costs in subsection 8.5 shall be determined based upon the amount of work required to correct the contravention.

**9.0 APPEAL**

- 9.1 Any Interment Rights Holder or Personal Representative of the lot, or any other person responsible for a contravention, to whom an order has been directed may appeal the decision to the Appeals Committee within 21 business days of the date of the notice.
- 9.2 The person requesting the appeal shall deliver to the Director:
- (a) a written request with reasons for the appeal; and
 - (b) payment of the appeal fee as set out in the rates and fees schedule approved by Council as part of the annual budget approval process,
- 9.3 Upon receipt of a letter of appeal, an order to comply will be held in abeyance pending the decision of the appeals committee or the BAO (subsection 9.5).
- 9.4 By-law 2010-163, a by-law to delegate certain powers to the Oakville Appeals Committee, is hereby amended by adding to a new subsection:
- “Appeals filed in accordance with the Cemetery by-law relating to the rules and regulations for Town of Oakville Cemeteries.”
- 9.5 The decision of the appeals committee is final unless the Town or Department receives notification that the same appeal has been brought forward to the Bereavement Authority of Ontario, in which case the decision of the BAO is final.

Every person who contravenes a provision of this by law is guilty of an offence and upon conviction is liable to a fine of not more than \$5,000.00 as provided for in the Provincial Offences Act, R.S.O., 1990, c.P.33. Town of Oakville By-law 2012-011 is hereby repealed effective upon the coming into force of By-law 2018-065.

PASSED this 30th day of April, 2018.

Rob Burton

MAYOR

Vicki Tytaneck

CLERK