

THE CORPORATION OF THE CITY OF THOROLD

BY-LAW NO. 43-2025

A BY-LAW RESPECTING CEMETERY SERVICES IN THE CITY OF THOROLD

WHEREAS These by-laws are the rules that govern the operations of all cemeteries owned, operated, managed or maintained by the City of Thorold, as presented in Schedule A – Municipal Cemeteries Inventory. They are in compliance with the *Funeral, Burial and Cremation Services Act, 2002*, Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, *Funeral, Burial and Cremation Services Act, 2002*, Bereavement Authority of Ontario (BAO) (the “Registrar”);

WHEREAS The Corporation of the City of Thorold owns cemeteries for the benefit of its residents;

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002*, (FBCSA) and its regulations impart responsibility to the owners of cemeteries for their management, operation and care;

WHEREAS section 150(1) of Ontario Regulation 30/11 (O. Reg. 30/11) under the *Funeral, Burial and Cremation Services Act, 2002*, provides that the owners of cemeteries may make by-laws affecting the operation of the cemeteries;

WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, authorize The Corporation of the City of Thorold to pass by-laws necessary and desirable for municipal purposes, and in particular paragraphs 5 through 7 of subsection 10(2) authorize by-laws respecting the economic, social and environmental well-being of the municipality; the health, safety and well-being of persons; and the provision of any service or thing that it considers necessary or desirable for the public;

WHEREAS section 425 of the *Municipal Act, 2001*, authorizes The Corporation of the City of Thorold to pass by-laws providing that a person who contravenes a by-law of The Corporation of the City of Thorold passed under that Act, is guilty of an offence; and

WHEREAS the *Municipal Act, 2001*, further authorizes The Corporation of the City of Thorold, amongst other things, to delegate its authority.

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the City of Thorold enacts as follows:

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1. DEFINITIONS

- 1.1 “Act” shall mean the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*, (originally the *Cemeteries Act (Revised)*, R.S.O. 1990, c. C.4), as amended, and the regulations thereto.
- 1.2 “By-law” shall mean the rules and regulations under which the cemetery and all of its components, facilities and functions operate.
- 1.3 “Care and Maintenance Fund” The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund. If no scattering rights are sold but scattering is permitted, a prescribed minimum amount must be contributed to the fund when the scattering is conducted. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.
- 1.4 “Cemetery” shall mean land(s) set aside within the boundaries of the city of Thorold and approved for the interment of human remains as set out in Schedule “A” to this By-law.
- 1.5 “Cemetery Services” means services provided by a cemetery operator in respect of the interment of human remains or the scattering of cremated human remains at a cemetery and includes such services as may be prescribed.
- 1.6 “City” shall mean The Corporation of the City of Thorold.
- 1.7 “Columbarium” means a structure designed for the purpose of interring cremated human remains in niches or compartments.
- 1.8 “Contract” means a written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO’s publication *A Guide to Death Care in Ontario* (“Consumer Information Guide”) and 3. The operator’s current price list (Cemetery Services Fee Schedule).
- 1.9 “Council” shall mean the Municipal Council of The Corporation of the City of Thorold.
- 1.10 “Crypt” shall mean an individual compartment in a mausoleum for the interment of human remains.
- 1.11 “Designated Space” shall mean the area of a Lot designated in writing, from time to time, for the geographic location of monuments and markers by the Manager of Community Services.
- 1.12 “Fee Schedule” shall mean a list of prices of supplies and services maintained in accordance with the Act and this by-law.
- 1.13 “Human Remains” means a dead human body or the remains of a cremated human body.
- 1.14 “Inter” means the burial of human remains and includes the placing of human remains in a lot.

- 1.15 "Interment Rights" includes the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation of a monument or marker.
- 1.16 "Interment Rights Certificate" shall mean the document issued by the City to the purchaser, once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.17 "Interment Rights Holder" means the person who holds the interment rights with respect to a lot whether the person be the purchaser of the interment rights, the person named in the certificate of interment rights or such other person to whom the interment rights have been assigned.
- 1.18 "Lot" means an area of land in a cemetery containing, or set aside to contain, interred human remains and includes an in-ground grave, tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.
- 1.19 "Marker" means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains.
- 1.20 "Mausoleum" means a building or structure, other than a columbarium, used as a place for the interment of human remains in sealed crypts or compartments within the cemetery.
- 1.21 "Monument" shall mean any permanent memorial structure projecting above the ground installed to mark the location of an interment or lot.
- 1.22 "Niche" shall mean an individual compartment in a columbarium for the inurnment of cremated human remains.
- 1.23 "Plan" means the geographic plan/map of the cemetery, as approved and filed by/with the Bereavement Authority of Ontario (BAO).
- 1.24 "Plot" means two or more lots in respect of which the rights to inter have been sold as a unit.
- 1.25 "Register" means electronic or written records maintained by the City in accordance with the Act.
- 1.26 "Registrar" means the Registrar approved under the Act.
- 1.27 "Scattering" shall mean the act of spreading cremated human remains over a designated area within the cemetery with the knowledge and permission of the Manager of Community Services (or authorized designate), and in keeping with this cemetery by-law.
- 1.28 "Scattering Rights" includes the right to require or direct the execution of scattering cremated human remains and to authorize the appropriate inscription to memorialize the deceased, all in keeping with this by-law.
- 1.29 "Third Party Purchaser" means any person who purchases interment rights or scattering rights upon resale by an interment rights holder, in accordance with the provisions of this by-law and the Act.
- 1.30 "Transfer" means to make a gift, bequest or other transfer of interment rights without consideration, as may be permitted under the Act.

2. CEMETERY RULES, REGULATIONS AND GENERAL INFORMATION

2.1 **Hours of Operation:** The Cemetery shall be open to conduct business as follows:

- Office Hours: Monday to Friday, 8:00 a.m. to 4:00 p.m.
- Interment Hours: Monday to Friday, 9:00 a.m. to 3:00 p.m.; and
- Saturdays, Sundays and Holidays (Office and Interments): 10:00 a.m. to 2:00 p.m., strictly by appointment and will be subject to overtime charges.

Payments and Fees

2.2 Cemetery fees are set periodically by the City.

2.3 The fees required for Cemetery services are illustrated in the Cemetery Services Fee Schedule which is available at the Cemetery Office.

2.4 All payments shall be made at the Cemetery Office at Lakeview Cemetery.

2.5 A fee will be charged for the exchange or Transfer of Interment Rights pursuant to this By-law. See 3.27 for further details.

2.6 No Interment services or supplies shall be furnished until all required payments have been received in full by the City.

2.7 No Certificate of Interment Rights shall be issued until thirty (30) days after payment has been received in full.

2.8 A fee will be charged for a disinterment pursuant to this By-law.

2.9 An additional charge will apply for Interments held outside of Interment hours as set out in Item 2.1, or on any legal holiday, or on a Sunday.

2.10 All fees, including the Marker Care and Maintenance Trust Fee, must be paid in full prior to the installation of a Monument or Marker.

2.11 Funeral directors are responsible for advising their clients of potential funeral late charges and all applicable surcharges.

2.12 No tips or gratuities are to be given to City staff by visitors or Interment Rights Holders, nor shall any City staff accept any.

Appointments and Cemetery Staff

2.13 The Chief Administrative Officer of the City shall appoint a Manager of Community Services who shall, with the assistance of such other employees and contractors of the City as required, perform the following duties:

- observe and undertake all the provisions and requirements of this By-law and the Act;
- attend to the regular and proper administration, maintenance and operation of the Cemeteries; and
- perform such other duties as may, from time to time, be required.

General Conduct

2.14 The City reserves full control over the cemetery operations, management of land and maintenance within the cemetery grounds.

- 2.15 City staff shall preserve order and decorum in each Cemetery.
- 2.16 Any person disturbing a service, or the quiet and good order of the Cemetery by noise or other improper conduct, gaming, inappropriate use/behavior (at the discretion of the Manager of Community Services or authorized designate), or who violates this By-law may be expelled from the grounds. Those found to be in repeat violation of this by-law, may be expelled from the grounds and charged with Trespassing.
- 2.17 The City may, at its sole cost and expense, correct any error caused by the City in administering Interments including, without limiting the generality of the foregoing, errors in describing lots or the transfer or conveyance of any Interment Rights. When performing such a correction, the City may take whatever actions, in the sole discretion of the Manager of Community Services (or authorized designate), it deems appropriate including, without limiting the generality of the foregoing, canceling a grant or substituting other Interment Rights for those granted in error, by substitution of a Lot of reasonably equal value, or refunding all money paid on account for the transaction involving the error.
- 2.18 In any circumstance in which the Manager of Community Services intends to exercise the authority to correct errors described above in section 2.17 of this By-law, he or she shall provide such notice to any affected Interment Rights Holder or other affected persons, as is reasonable in the circumstances.
- 2.19 The City, at the discretion of the Manager of Community Services (or authorized designate), may remove any article that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly, or does not conform to the natural beauty or design of the Cemetery.
- 2.20 Any article so removed pursuant to section 2.19 above will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty (30) days.
- 2.21 Where there is any doubt as to the interpretation and application of this By-law or the Plan, the interpretation of City staff shall govern.
- 2.22 In the application and administration of this By-law, all procedures and undertakings will be conducted in accordance with applicable provincial and federal regulatory instruments and requirements.
- 2.23 No person shall enter the Cemetery except through an established entrance.
- 2.24 No person shall enter or be within any Cemetery before dawn or after sundown.
- 2.25 Sections 2.23 and 2.24 do not apply to members of any police service, fire service or other emergency services and do not apply to City staff.
- 2.26 No person may damage, destroy, remove or deface any property within the Cemetery including, but not limited to, Markers, Monuments, artifacts, fences, railings, gates, trees, shrubs, plants or flowers.
- 2.27 No person shall deposit rubbish (household, yard waste, etc.) on the grounds of the Cemetery except in the receptacles provided.
- 2.28 No person shall organize, participate in, or permit a parade other than a funeral procession or other procession to honour the dead, within the

Cemetery, without the express written permission of the Manager of Community Services.

- 2.29 No person shall permit an animal/pet to enter or remain in the Cemetery except an animal/pet that is leashed and under the control of a person in accordance with the City's Animal Care and Control By-Law No. 79-2017.
- 2.30 No person shall discharge any firearms on Cemetery property, except at military funerals.
- 2.31 No person shall bring any alcoholic beverages upon Cemetery property.
- 2.32 No person shall solicit work of any kind upon Cemetery property.
- 2.33 All visitors shall be fully clothed at all times.
- 2.34 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By-Law Amendments

- 2.35 The Cemetery shall be governed by this By-law, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.
- 2.36 This By-law and any amendments thereto are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO) and do not come into force until approval is received.
- 2.37 All cemetery by-law amendments must be:
- Published once in a newspaper with general circulation in the locality in which the Cemetery is located;
 - Conspicuously posted on a sign at the entrance of the Cemetery;
 - Delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the By-law or by-law amendment pertains to markers or their installation.

Liability

- 2.38 The Manager of Community Services and City staff will not be held liable for any loss or damage, without limitation (including damage by the elements, acts of God, or vandals), to any Lot, Plot, Columbarium Niche, Mausoleum Crypt, Monument, Marker, or other article that has been placed in relation to an Interment Rights, save and except for direct loss or damage caused by gross negligence of the City.

Public Register

- 2.39 The City shall maintain an electronic and/or written public Register pursuant to the provisions of Section 110 of Ontario Regulation 30/11 and any amendment or replacement thereof. All cemeteries and crematoriums are required to maintain an electronic and/or written Public Register that is available to the public during regular office hours

Vehicular and Pedestrian Traffic

- 2.40 When operated within the Cemetery, motor vehicles shall travel exclusively over or upon the designated roadways.

- 2.41 Motor vehicles shall not be operated within the Cemetery at a speed greater than twenty (20) kilometers per hour.
- 2.42 Any form of wheeled or mechanized transportation including, without limiting the generality of the foregoing, bicycles, roller blades and skateboards, when ridden or operated within the Cemetery, shall be ridden, used or operated exclusively upon or over the designated roadways.
- 2.43 When walking, jogging or running within the Cemetery, pedestrians shall walk, jog or run exclusively upon or over the designated roadways of the Cemetery.
- 2.44 All-terrain vehicles, quads, or snowmobiles must not be operated within the Cemetery.
- 2.45 Any person travelling through the Cemetery must obey the instructions of City staff and any traffic signs posted or erected by the City.
- 2.46 Sections 2.44 through 2.49 do not apply to members of any police service, fire service or other emergency service and do not apply to City staff.

Right to Re-Survey and Re-Configure

- 2.47 The City may, at any time, re-survey, enlarge, diminish, replot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities (i.e. City Council) and consent from the Registrar, FBCSA, BAO, where necessary.
- 2.48 The City shall have charge of the sale of all interment rights and of all Cemetery supplies and services provided by the Corporation and will determine which, and in what order, lots, niches, and crypts are available for sale.
- 2.49 The City shall not sell interment rights to an unopened area of the cemetery prior to selling out a currently opened area.

Gifts to the Cemetery

- 2.50 All trees and structural gifts such as benches, birdbaths and sundials, as donations or elements in a donated area, must be approved by the Manager of Community Services and become the property of the City. Once installed, donated structures cannot be removed, painted or adjusted, in any way or form, by individuals. They are located at the approval of the Manager of Community Services, although every effort will be made to accommodate the request(s) of the donor. The donation is recognized for the lifetime of the plant or item. The City accepts no responsibility for damage, loss or replacement of any donated items.

3. INTERMENT RIGHTS

- 3.1 Subject to availability of Lots, Interment Rights may be purchased from the City. The Fee Schedule for Interment Rights includes the portion specified by the Act for deposit to the Care and Maintenance Trust Fund.
- 3.2 The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains and the installation of monuments, markers, and inscriptions, subject to the conditions set out in this cemetery by-law.

- 3.3 In accordance with the Act and regulations, the purchaser of interment or scattering rights must enter into a contract with the cemetery operator, providing such information as may be required by the City for the completion of the contract and the public register. Upon payment in full, the City shall provide the purchaser with the following:
- A copy of the Contract;
 - A copy of the Cemetery by-laws;
 - A copy of the Price List (Cemetery Services Fee Schedule);
 - A copy of the Interment Rights Certificate; and,
 - A copy of the BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."
- 3.4 In accordance with this By-law, no Interment, scattering, or installation of any Monument, Marker, inscription, or memorialization is permitted until the Interment Rights have been paid in full.
- 3.5 An Interment Rights Certificate will be issued to the Interment Rights Holder thirty (30) days after payment has been made in full.
- 3.6 Minors will not be permitted to purchase Interment Rights unless legally identified as the head of the family.
- 3.7 No person shall purchase Interment Rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The Interment Rights or Scattering Rights may not be sold to Third Party Purchasers for more than the price set out in the current Fee Schedule.
- 3.8 An Interment Rights Holder wishing to re-sell their Interment Rights must first advise the Manager of Community Services of their intention, prior to seeking a third-party buyer for their Interment Rights. The City (i.e. Manager of Community Services) reserves the first right of refusal to re-purchase the Interment Rights.
- 3.9 Only the Interment Rights Holder will be permitted to resell and/or Transfer Interment Rights. In the case of Transfer by Will or bequest, the Manager of Community Services shall have the right, in his or her sole discretion, to require the production of a notarized copy of the Will or other evidence sufficient to prove ownership.
- 3.10 Any Interment Rights which are sold by the City and not used for interment purposes after a twenty (20) year period may be considered abandoned. The City may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned, after making inquiries and giving reasonable notice(s) to find the Interment Rights Holder or beneficiaries. Upon being satisfied the rights are abandoned, the Registrar shall issue a declaration to the effect. If there is no appeal by the end of the time period allowed for appeal, the City may resell the Interment Rights.
- 3.11 Cemetery staff will make reasonable efforts to accommodate testamentary directions of rights holders provided such testamentary directions do not conflict with any statutes, rules and regulations including, without limiting the generality of the foregoing, the rules and regulations set out in this By-law.
- 3.12 Persons requesting interments in Lots shall be held responsible for charges incurred, as agreed to in the Contract.
- 3.13 Opening and closing of graves/lots/plots: The opening and closing of graves, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the City. For scattering of cremated remains, cemetery staff must be present. The cemetery retains

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

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

Cancellation of Interment Rights within thirty (30) Day Cooling-Off Period

- 3.15 A purchaser has the right to cancel a contract for interment or scattering rights within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the Manager of Community Services. The Manager of Community Services will, in turn, refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after the thirty (30) Day Cooling-Off Period

- 3.16 Upon receiving written notice of cancellation from the purchaser of the Interment Rights, the Manager of Community Services will cancel the Contract and issue a refund to the purchaser for the amount paid for the Interment (or Scattering) Right, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund.
- 3.17 This refund will be made within thirty (30) days of receiving said notice of cancellation. If the Interment Rights Certificate has been issued to the Interment Rights Holder, the Certificate must be returned to the Manager of Community Services, along with the written notice of cancellation.
- 3.18 If any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the purchaser of the interment rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.
- 3.19 If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights Holder, is not entitled to cancel the Contract or resell the Interment Rights.

Resale of Interment Rights to a third party

- 3.20 Unless the Interment Rights have been exercised, the purchaser retains the right to cancel the Contract or resell the Interment Rights.
- 3.21 Once payment for the Interment Rights has been made in full, and an Interment Rights Certificate has been issued, the Interment Rights Holder, as recorded on the Cemetery records, has the right to resell the Interment Rights to a third party.
- 3.22 Any resale of the Interment Rights shall be in accordance with the requirements of this By-law and in keeping with the Act.
- 3.23 If any portion of the Interment Rights has been exercised, the purchaser, or the Interment Rights Holder is not entitled to resell the Interment Rights unless otherwise approved by the Manager of Community Services.
- 3.24 The City reserves the first right of refusal to repurchase the Interment Rights.

- 3.25 The rights holder has the right to sell their interment/scattering rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the City's current price list (Cemetery Services Fee Schedule) at the time of resale. Before reselling the rights, the rights holder may first inquire whether the City is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.
- 3.26 The Interment Rights Holder intending to sell his or her rights shall provide the following documents to the City, so that the Manager of Community Services can confirm the ownership of the rights and provide the Third-Party Purchaser with the required documentation.

Requirements for Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser with the following:

The interment/scattering rights certificate endorsed with the following:

- A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
 - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
 - The date on which the rights were sold to the third-party purchaser.
 - The name and address of the third-party purchaser.
 - A statement of any money owing to the cemetery operator in respect to the rights.
 - A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available.
 - Any other documents in the rights holder's possession relating to the rights.
 - A copy of the current cemetery by-laws.
- 3.27 After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the city requires to issue a new certificate in relation to the rights.
- 3.28 Upon completion of the above listed procedures, and upon the issuance of the new interment rights by the City, the Manager of Community Services, the third-party purchaser shall be considered the current interment or scattering rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.
- 3.29 In the case of a resale or transfer of rights, an administration fee applies for the City to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the Cemetery Services Fee Schedule, is also charged for the replacement of lost or damaged certificates.

Care and Maintenance Fund Contributions

- 3.30 As required by sections 166 and 168 of O. Reg. 30/11, a percentage of the purchase price of all Interment Rights, and a prescribed amount of Thirty Dollars (\$30.00) where there was no Scattering Rights sold, and a prescribed amount for Monuments and Markers, is contributed into the Care and Maintenance Fund. Income from the Care and Maintenance

Fund is used to provide only general care and maintenance of the Cemetery. Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within the thirty (30) day cooling off period.

- 3.31 In the cases of Lots/Plots and/or Crypts, purchased before 1955, a contribution (as outlined in the Fee Schedule) to the Care and Maintenance Fund will be collected at the time of each Interment.

4. INTERMENTS, ENTOMBMENTS, INURNMENTS, SCATTERING, DISINTERMENTS, AND DISENTOMBMENTS

Interments, Entombments, Inurnments and Scattering

- 4.1 The Interment Rights Holder must provide written authorization prior to an Interment, Entombment or Scattering taking place. Should the Interment Rights Holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the Interment Rights Holder (i.e. Estate Trustee or Executor).
- 4.2 In the absence of an Estate Trustee and/or Executor, the City will recognize the following people, in the order of preference, as being the “personal representative” of the Interment Rights Holder:
- spouse of the deceased;
 - children of the deceased (if more than one child, all must agree);
 - grandchildren of the deceased if no child is living (if more than one grandchild, all must agree); and,
 - great-grandchildren of the deceased if no child or grandchild is living (and so on if there is a lineal descendant).
- 4.3 If the deceased has no children, the order of preference is:
- the father of the deceased;
 - the mother of the deceased;
 - the brother(s) and/or sister(s) of the deceased;
 - the grandparent or grandparents of the deceased; and,
 - the uncles, aunts, nephews, nieces, and great grandparents of the deceased.
- 4.4 The following items are required before an interment or scattering can take place:

Contract: For each burial or entombment of human remains, or each scattering of cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in Purchase of Interment Rights.

Written Permission of Interment Rights Holder(s): Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, scattering, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act (i.e., Estate Trustee or authorized next of kin).

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the Cemetery Office prior to an interment taking place.

Interment or Scattering of Cremated Remains: A Certificate of Cremation must be submitted to the Cemetery Office prior to the burial or scattering of cremated remains.

- 4.5 **Payment:** Interment/scattering rights and all services must be paid for in full to the cemetery operator before a burial or scattering may take place.
- 4.6 Where the party requesting the Interment activity is unable to provide evidence of ownership, the Manager of Community Services may require the party requesting the Interment to sign a waiver saving the City harmless from all subsequent claims from such Interment activity.
- 4.7 In accordance with the Act, the purchaser of Interment Rights must enter into a contract providing such information as may be required by the Manager of Community Services for the completion of the contract and the public Register, prior to the execution of Interment Rights or Scattering.
- 4.8 Every effort will be made to complete an interment or scattering on the assigned day and time. If due to inclement weather/ground conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment or scattering cannot be made at the scheduled time, the City reserves the right to reschedule. The burial or scattering shall be completed as soon as possible.
- 4.9 All Interment scheduling is conducted by the City, based upon location, weather, City staff availability and the number of services requested by the Interment Rights Holder.
- 4.10 Unless otherwise approved by the Manager of Community Services, the City shall be given at least three (3) days' (72 hours) notice for ordering the execution of Interment Rights (in-ground, Niche or Crypt) or Scattering.
- 4.11 The opening and closing of Lots, Niches and/or Crypts; or scattering of cremated remains, may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.
- 4.12 A Scattering Contract must be completed, and the payment of the appropriate fee must be received before the Scattering is executed.
- 4.13 The process of scattering cremated remains is irreversible, therefore once scattered cremated remains cannot be retrieved.
- 4.14 All funerals within the Cemetery shall be under the jurisdiction of the Manager of Community Services. No funeral shall be held, and no Interment, Inurnment or Scattering shall be made in the Cemetery on Nationally designated holidays unless ordered by the Medical Officer of Health or otherwise approved by the Manager of Community Services.
- 4.15 Neither the City nor the Manager of Community Services nor City staff shall assume any responsibility for errors in the location of an Interment site that is a result of improper instructions by the Interment Rights Holder, or his or her designate.
- 4.16 No Interment Rights Holder shall change the grading of any Lot, and in the case of any such change, the City may restore the Lot to its original grade at the expense of the Interment Rights Holder.
- 4.17 No unauthorized person shall sod or move corner posts or Lot Markers.
- 4.18 Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the City, if so found.

- 4.19 No interment equipment, except that provided by the City, shall be used, except where burial vaults and liners are used, same shall be installed by a supplier who shall use their own equipment. An outer case/vault/liner must be installed at least five (5) hours before the Interment service takes place. The supplier shall be responsible for any damage to the grounds or casket caused due to the supplier's equipment or operator error.

Multiple Interments/Inurnments

- 4.20 Only one (1) full casket Interment per casket Lot is allowed.
- 4.21 Extra depth or double depth Interments are not permitted in any Cemetery unless otherwise permitted by the Manager of Community Services. In the event of a double depth Interment, the use of a vault/liner/container for the first casket interment is mandatory.
- 4.22 Up to four (4) cremated human remains may be interred in a **Cremation Plot**.
- 4.23 Up to eight (8) cremated human remains may be interred in an adult single Lot if no full body Interment takes place.
- 4.24 Up to four (4) cremated human remains may be interred on top of an already existing full body Interment.
- 4.25 Only one (1) cremated human remains Interment is permitted on top of an already existing full body Interment in a Veteran Lot.
- 4.26 Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the Disinterments section.
- 4.27 The number of Interments permitted in Crypts is limited as follows:
- Single Crypt – one (1) casket and one (1) urn*
 - Tandem Crypt – Two (2) caskets and two (2) urns*
 - Tandem Family Crypt – Four (4) caskets and four (4) urns*
- *urn(s) are to be placed inside the casket and interred at the same time.

Scattering

- 4.28 Scatterings shall be executed within the confines of designated Scattering areas at Lakeview Cemetery unless otherwise approved by the Manager of Community Services. Cremated human remains shall be scattered on the ground without the use of urns or containers of any kind.
- 4.29 No person shall place, install or otherwise locate a Monument, urn, Marker or other object, other than cremated human remains, within the designated Scattering areas, unless otherwise approved by the Manager of Community Services.

Disinterment

- 4.30 Human remains may be disinterred from a Lot provided that the written consent (authorization) of the Interment Rights Holder has been received by the Manager of Community Services.
- 4.31 All disinterments shall be in accordance with the Act and its regulations. A Burial Certificate under the *Vital Statistics Act* is not required to reinter human remains that have been disinterred in accordance with the Act and its regulations.
- 4.32 Disinterments shall be arranged through a funeral director. The local Medical Officer of Health must be notified before the removal of casketed human remains may take place. Notification to the local Medical Officer of Health is not required for the disinterment/removal of cremated remains.
- 4.33 Funeral directors are responsible for the scheduling of all disinterment's and all costs relating thereto including, casket/urn/vault removal and urn/vault sealing and resealing, together with any and all costs charged by the Niagara Regional Health Unit for its approval of the disinterment and its attendance upon same.
- 4.34 In special circumstances, the removal of human remains may also be ordered by one or more public officials (e.g. Court Order, Coroner's Office) without the consent of the Interment Rights Holder and/or next of kin as per the *FBCSA*, Section 102.1. Unless otherwise ordered by the Coroner's Office, the disinterment of human remains shall only be performed between the 1st day of May and the 1st day of November of each year and when conditions, in the opinion of the Manager of Community Services, are suitable to guarantee that a safe removal can take place. The city reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 4.35 The City is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
- 4.36 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 4.37 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

5. **MONUMENTS, MARKERS, STATUES AND FOUNDATIONS**

Monuments and Markers

- 5.1 The Interment Rights Holder shall be permitted to erect a Monument and maintain a flower bed in accordance with the provisions of this Bylaw at any time after having received an Interment Rights Certificate from the City.
- 5.2 No memorial or other structure shall be erected or permitted on a Lot until all charges have been paid in full and/or written consent is obtained from the City Manager of Community Services.
- 5.3 No Monument, footstone, Marker or memorial of any description shall be placed, moved, altered, or removed, without permission from the Manager of Community Services.
- 5.4 The Manager of Community Services will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Monument, Marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.
- 5.5 No person shall install, erect or permit the installation or erection of a Monument or Marker that does not comply with any provision of this By-law or the regulations governing Monuments or Markers, as set out in Schedule "B" to this By-law.
- 5.6 Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the City is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 5.7 Should any Monument or Marker present a risk to public safety because it has become unstable, the Manager of Community Services shall do whatever he or she deems necessary by way of repairing, resetting, or laying down the Monument or Marker or any other remedy so as to remove the risk.
- 5.8 The Manager of Community Services reserves the right to remove, at its sole discretion, any Marker, Monument, or inscription which does not comply with the regulations governing Markers and Monuments or which is not in keeping with the dignity and decorum of the Cemetery.
- 5.9 A Monument, private Mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Manager of Community Services, including dimensions, material of structure, construction details, and proposed location.
- 5.10 No Monument shall be delivered to the Cemetery for installation until the Monument foundation has been completed, time allowed for curing, and the Interment Rights Holder and/or Monument/Marker retailer have been notified by the Manager of Community Services.
- 5.11 Minor scraping of the base portion of a Marker due to Cemetery operations is considered to be normal wear and tear and is not compensable.
- 5.12 Markers for installations will be accepted at the Cemetery during normal hours of operation. If weather and ground conditions permit, installations will be made within twenty (20) working days of acceptance.
- 5.13 Markers will not be accepted from any Monument dealer for storage during the winter months.

- 5.14 Marker installation will be completed between the 30th day of April and the 1st day of November, unless the installation of an individual Marker is expressly approved in writing by the Manager of Community Services.
- 5.15 All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner. Photographs which are loose or are of a nature, or placed in a manner, unfitting for the Cemetery, may be removed by the City.
- 5.16 Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator cannot be held responsible for the loss or damage of any articles placed within the cemetery.
- 5.17 The regulations governing all Monuments and Markers shall be as set out in Schedule "B" to this By-law.

Other Markers – Crypts and Niches

- 5.18 All inscriptions for Crypts and Niches in Phase I and Phase III shall be made on a frosted panel in uniform sizes and Roman "V" sunk style of lettering. Samples of permitted sizes and types of lettering shall be kept on file and made available at Lakeview Cemetery.
- 5.19 In Phase IV Crypts and Niches will be adorned with bronze letters only as installed by the City, shall be used for all Niches and Crypts.
- 5.20 All crypts and niches installed, post 2024, will use bronze plaques available through Lakeview Cemetery.
- 5.21 Ceramic pictures with bronze covers having dimensions of approximately 5 1/8" x 3 1/4" are permitted on Crypt fronts only.
- 5.22 Application under Section 5 for inscription pursuant to Section 5.16 shall include the order between the applicant and contractor and a full-size layout.
- 5.23 The City reserves the right to manage the inscription, engravings, and memorialization of all Niche and Crypt fronts or install all lettering, vases, adornments, or any other approved attachment.

6. FLOWER BEDS AND DECORATIONS

Lot Decorations and Flower Bed Borders

- 6.1 No person shall plant trees, flower beds or shrubs in the Cemetery without the express and written approval of the Manager of Community Services.
- 6.2 Flowers placed on a Lot for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.
- 6.3 The City reserves the right to regulate the articles placed on Lots or Plots that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery, and Cemetery employees; prevents the City from performing general Cemetery operations; or are not in keeping with the respect and dignity of the Cemetery. Prohibited articles will be removed and disposed of without notification. Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot/plot.

- 6.4 Prohibited articles include, but are not limited to, articles made of hazardous materials including, but not limited to, non-heat-resistant glass (excludes glass attached to Monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches; and flammable materials.
- 6.5 Those who place potted plants or urns are responsible for their upkeep and must remove them by the 30th of September of each year, failing which the City will have them removed.
- 6.6 Borders are installed at the Interment Rights Holder's own risk and shall remain at the Interment Rights Holder's own risk throughout the operational life of the border. Due to maintenance and the general operation of the Cemetery, staff will not be responsible for breakage or damage of any kind.

Plant Materials

- 6.7 Neither the City nor City staff shall be responsible for any damage or removal of plant materials.
- 6.8 Planting and maintenance of flower beds is the responsibility of the Interment Rights Holder, and flowers, trees, bushes, etc. are planted at the risk of the Interment Rights Holder.
- 6.9 Bushes, shrubs, trees, unsightly plant material, or Lot decorations that are obstructing a Monument; are encroaching on an adjoining Lot; or are a hindrance to the maintenance and operation of the Cemetery will be removed at the discretion and direction of the Manager of Community Services.
- 6.10 Lot decorations and plant material are placed in a Plot or single Lot at the risk of the Interment Rights Holder. Cemetery staff and/or the City are not responsible for any damage or removal.
- 6.11 Flower Bed Standards and Regulations shall be as set out in Schedule "C" to this By-law.
- 6.12 No person shall install flower beds or permit the installation of flower beds that do not comply with any provision of this By-law or the regulations governing flower beds as set out in Schedule "C" to this By-law.

7. CONTRACTOR/MONUMENT DEALER BY-LAWS

- 7.1 Any contract work to be performed within the Cemetery requires the written preapproval of the Interment Rights Holder and the Manager of Community Services, before the work may begin.
- 7.2 Preapproval is required for work including, but not limited to, landscaping, delivery of Monuments and Markers, and undertaking inscriptions, designs and drawings on Monuments and Markers.
- 7.3 Plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed must be provided by the contractor prior to performing said work.
- 7.4 It is the responsibility of all contractors to report to the Cemetery Office and provide the necessary approvals before commencing work at any location on the Cemetery property.

- 7.5 Prior to the start of any said work, contractors must provide proof of:
- WSIB coverage;
 - Occupational Health and Safety compliance standards;
 - Environmental Protection;
 - WHMIS; and,
 - Evidence of liability insurance of not less than \$5 million.
- 7.6 This By-law applies to all contractors and all work carried out by contractors within the Cemetery grounds.
- 7.7 Contractors, Monument dealers and suppliers shall not enter the Cemetery in the evening, on weekends or on statutory holidays, unless approval has been granted by the Manager of Community Services.
- 7.8 No work will be performed at the Cemetery except during the regular business hours of the Cemetery.
- 7.9 Contractors shall temporarily cease all operations if they are working within one hundred (100) metres of a funeral until the conclusion of the service. The City reserves the right to temporarily cease contractor operations, at its 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.
- 7.10 Contractors, Monument dealers and suppliers shall lay wooden planks on the Lots and paths over which heavy materials are to be moved, in order to protect the surface from damage. Costs for repair of damages will be at the expense of the contractor, worker or supplier.
- 7.11 All implements and materials used in the performance of any work shall be placed as directed by the City, and all rubbish and surplus earth or materials shall be removed when, and to where, and in such manner as the City may direct.
- 7.12 In the event the City's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
- 7.13 If any person or company desires to set a flat Marker, they must make written arrangements as to time of installation with Cemetery staff. A representative of the City must supervise all work, and the installer shall pay to the City the prescribed installation fee as established in the Fee Schedule.
- 7.14 All workers in any capacity within the Cemetery, whether as Monument dealers, vault suppliers, funeral directors, etc., are subject to the direction and control of the Manager of Community Services.
- 7.15 Any person working without the permission or authorization of the Manager of Community Services, or in contravention of this By-Law, will be removed from the Cemetery property.

8. ENFORCEMENT AND PENALTIES

- 8.1 In the event any provisions of this By-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- 8.2 Where a specific penalty is not provided for an offence under the Act, any person who contravenes any of the provisions of this By-law shall, upon

conviction, be liable for a fine as provided for in the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

9. REPEAL AND EFFECTIVE DATE

9.1 By-law Nos. 2072 (96) and 27-99 of The Corporation of the City of Thorold are hereby repealed effective upon the coming into force of this By-Law.

9.2 This By-law, upon approval by City Council and the Registrar of the *Funeral, Burial and Cremation Services Act, 2002*, shall come into force and effect on the 15th day of July, 2025.

10. GENERAL

10.1 The Schedules “A” through to and including “C” to this By-law are to be read as and shall form part of this By-law.

That this by-law shall come into force and effect on the 15th day of July, 2025.

Terry Ugolini, Mayor

Nicholas Debono, City Clerk

Schedule A

Municipal Cemeteries Inventory

Municipal Cemeteries Inventory

The City of Thorold administers, operates, and maintains eleven (11) Active and Non-active Cemeteries within the City limits.

Active Cemetery: Interment Rights are sold, and Interments continue to take place.

Semi-Active Cemetery: Interment Rights are not sold; however, Interments in previously sold lots may take place.

Non-Active / Historic Cemetery: Interment Rights are no longer sold, and burials no longer take place, however the Cemetery continues to be maintained by the City.

The following inventory lists the City's Active, Semi-Active and Non-active cemeteries:

ACTIVE CEMETERIES

CEMETERY NAME	LOCATION
Lakeview Cemetery	3651 Townline Road

NON-ACTIVE / HISTORIC CEMETERIES

CEMETERY NAME	LOCATION
Allanburg Graveyard	2368 Centre Street
Beaverdams Methodist Church Graveyard	1801 Beaverdams Road
Clark Family Burial Ground	Lot 212, Cataract Road
Old Beaverdams Burying Ground	Beaverdams Road
Old Lakeview Cemetery	3651 Townline Road
Overholt Cemetery	Lot 157, Anger Hill Road
Port Robinson Presbyterian Church Cemetery	Canby Street / Chippawa Creek Road
Upper Family II Burial Grounds	Lot 95, Centre Street
Carl / Misener Family Burial Ground	Lot 213, Carl Street
St. John's West Burial Ground	Lot 111, Holland Road

Schedule B

Monument and Marker Procedures and Regulations

Monument and Marker Procedures and Regulations

1. A maximum of one (1) Monument per Lot shall be erected within the designated space on any Lot, unless otherwise approved by the Manager of Community Services.
2. Flat Markers must be installed so that the top is level with the ground.
3. A proper foundation is required prior to the installation of any Monument.
4. All foundations for Monuments and Markers shall be built by, or contracted to be built for, the Manager of Community Services at the expense of the Interment Rights Holder.
5. Foundations shall be made of concrete and extend to approximately four feet (4 ft.) below the ground. Foundations shall be as long as the Monument base, or longer if required by the Manager of Community Services.
6. Foundations shall only be constructed between the 1st day of April and the 1st day of November of each year, unless otherwise ordered by the Manager of Community Services.
7. Foundations are not required for Markers and pillow/bevel Monuments where a base is less than thirty inches (30 in.) by fourteen inches (14 in.) and base and die is no higher than twenty-eight inches (24 in.) inclusive.
8. Where a foundation is not required, stone dust must be placed under the Marker or Monument to a minimum depth of four (4 in.) inches.
9. All Monuments, bases and Markers must be made of granite or bronze unless otherwise approved by the Manager of Community Services (or authorized designate).
10. Wooden crosses are only allowed on a temporary basis of up to one (1) year and must not exceed the height and width of the allowed Monument for the applicable Plot.
11. Candleholders and vases may constitute part of a headstone Marker if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of unbreakable, heat-resistant glass or of a plastic material that is fire resistant. In addition:
 - a. candleholders are included in determining the overall size of the Marker;
 - b. a maximum of two (2) candles or vases may be placed on the base of a Monument and must be centered on the ends of the base;
 - c. a candleholder must be adequately drained to prevent any collection of water; and
 - d. candle holders must be fully enclosed on all sides by a door or lid.
12. Statues may only be placed at the sides of a Monument and must be secured to the base.
13. Statue dimensions shall not extend more than six inches (6 in.) above the Monument and shall not extend past the width of the base dimensions.
14. Statues shall be constructed of bronze, Kozmolux or a similar non-deteriorating material.
15. The City is not responsible for any theft or vandalism to Monuments, Markers or Lot decorations of any kind.
16. A "Marker Care and Maintenance" trust fee, as defined in Section 166 of Ontario Regulation 30/11, will be charged for Monuments/Markers. This one-time fee is

placed in a Trust Fund for the care and maintenance of the Cemetery.

17. Inscriptions on the backs of monuments will be restricted to the family names, unless written permission for additional text is granted by the Manager of Community Services or their authorized representative.
18. The following provide the *maximum* dimensions for Monuments and Markers that are allowed in Cemeteries administered, operated and/or maintained by the City of Thorold:

Lot / Plot Size	Accepted Monuments	Maximum Base Size (inches)	Maximum Monument Size (inches)
Single Cremation Lot (One Urn)	Flat Marker	No Base	14x12x04
Double Cremation Lot (Two Urns)	Flat Marker	No Base	24x12x04
Cremation Plot (Four Urns)	Flat, Pillow, Bevel, Upright (Confirm For Location)	32x14x08	28x08x30
Infant Lot	Flat, Pillow, Bevel, Upright (Confirm For Location)	32x14x08	28x08x30
Adult Single Lot	Flat, Pillow, Bevel, Upright (Confirm For Location)	32x14x08	28x08x30
Adult Double Plot	Flat, Pillow, Bevel, Upright (Confirm For Location)	64x16x10	56x10x50

Schedule C

Flower Bed Standards and Regulations

Flower Bed Standards and Regulations

1. Flower bed dimensions are as follows:
 - a. Single - dimensions will not exceed fourteen inches (14 in.) in front of a Monument and no longer than the base of the Monument. Plant material, including bushes, are not permitted at the sides of a Monument.
 - b. Double Plot or more - dimensions will not exceed fourteen inches (14 in.) in front of the Monument and the width must not exceed the base of the monument.
 - c. Cremation Plot or infant/baby Lot - dimensions will not exceed twelve inches (12 in.) in front of the Monument, nor the length of the Monument. Plant material, including bushes, are not permitted at the sides of a Monument.
 - d. Flat Marker Sections and Flat Markers Over Top of Graves - plant material, potted plants and ornamental structures of any kind are not permitted around flat Markers.
2. Only borders made of concrete, measuring no higher than three inches (3 in.) above the ground, will be allowed to enclose a flower bed. The border shall not extend past the designated dimensions of the flower bed and are to be installed by the Cemetery Services staff at a cost to the family.
3. Bushes, shrubs or trees are not permitted on Lots. All plant material must not exceed three feet (3 ft.) high nor extend past the flower bed dimensions, at maturity. Rose bushes, or thorny plants, of any kind are not permitted.
4. Borders, plant material and decorations are not permitted behind a Monument.
5. Hanging baskets may be placed flush to a Monument but shall not extend past the flower bed dimensions.
6. Flowerbeds must be cleared of tender plants prior to the 30th day of September of each year.
7. All baskets, clay pots or other receptacles must be removed from the Cemetery no later than the 30th day of November of each year.
8. Memorial wreaths and/or seasonal decorations may be placed in the Cemetery on or after the 30th day of November of each year.
9. Wreaths and/or seasonal decorations must then be removed annually no later than the 15th day of April. Those not removed by April 15 will be removed and disposed of by the City without notification.
10. Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the Marker and properly maintained and not detrimental to the general maintenance of the Cemetery.
11. No decorations are permitted outside of the allotted garden space. Any placed outside of the allotted garden space will be removed by the City without notification.
12. Vases, urns and flower stands not properly cared for and not filled with plants by the 30th day of June of each year may be removed by the City from the Lot and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable may be prohibited and/or removed by the City without notification.
13. Potted plants and planters are permitted within the allotted garden area.
14. Only artificial flowers may be placed in Columbarium Niche and Mausoleum Crypt vases, and they must not extend past the height and width of the Niche/Crypt. All other ornaments and/or decorations, as well as deteriorating artificial flowers, will be removed by City staff without notification.
15. Lot decorations that are considered to be a safety hazard to the public, including but not limited to wire and/or plastic fencing, oversized and falling shepherd hooks, thorny shrubs, ornamental stones and rocks, etc., will be removed without notice to the Interment Rights Holder.