



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 83 - 2016

To govern the operation of Brampton Cemetery and other Cemeteries owned or operated by the Corporation of the City of Brampton and to repeal by-law 141-92, as amended.

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002* has been enacted to replace the *Cemeteries Act* and the *Funeral Directors and Establishment Act*,

AND WHEREAS pursuant to the provisions of subsection 150 (1) of O. Reg. 30/11 under the *Act, 2002*, a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights.

NOW THEREFORE the Council of The Corporation of the City of Brampton **ENACTS** as follows:

1. INTERPRETATION

Definitions

1.1 In this By-law:

“*Act*” means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended;

“Adult Lot” means a Lot designed for the in-ground Interment of a full sized adult casket;

“Business Hours” means the hours between 7:30 a.m. and 4:00 p.m. on Mondays through Fridays excluding statutory and Designated Holidays;

“Care and Maintenance Fund” means the trust fund established pursuant to the *Act* and Regulation thereto for the purpose of providing money for the care and maintenance of a Cemetery;

“Care and Maintenance Fund – Markers” means the trust fund established pursuant to the *Act* and Regulation thereto for the purpose of providing funds to maintain, stabilize, secure and preserve Markers

“Cemeteries” means the cemeteries as defined in the *Act* owned or operated by the City;

“Cemetery” means a cemetery as defined in the *Act* which is owned or operated by the City;

"Cemetery Services" includes:

- (i) opening and closing a Lot;
- (ii) interring or disinterring human remains;
- (iii) constructing a foundation for a Monument;
- (iv) setting corner posts and Flat Markers;
- (v) providing the following for an Interment service:
 - a. carrying and lowering device, and
 - b. ground cover; and
- (vi) preparing flowerbeds, and planting flowers and shrubs;

"Certificate of Interment Rights" means a certificate issued by the City identifying the ownership of the Interment Rights which include of the right to require or direct the interment of human remains in a Lot;

"Child Lot" means a Lot designed for the in-ground Interment of a child sized casket and intended for burial of children;

"City" means The Corporation of the City of Brampton;

"Contract" means a written agreement setting forth terms for the purchase of Interment Rights or Cemetery Services and supplies;

"Cornerstone" means any stone or other Marker set flush with the surface of the ground and used to indicate the corners of a Lot;

"Cremated Remains Interment" means the in-ground Interment of cremated human remains in a Lot;

"Cremated Remains Lot" means a Lot designated in the Master Plan for the in-ground Interment of cremated human remains;

"Department" means the Department of Planning & Infrastructure Services of the City, or such other organizational unit of the City which may be responsible for the Cemeteries from time to time;

"Disinterment" means the exhumation and removal of a casket or cremated remains from a Lot or Columbarium niche;

"Designated Holiday" means a day recognized by the City to be observed as a holiday;

"Entombment" means the placing of cremated human remains into a Columbarium niche;

"Flat Marker" means a Marker placed so that the surface of the Marker does not project above the surface of the ground;

"4-Lot Cremation Plot with a Monument Foundation" means a Plot, the purchase price of which includes the Interment Rights and the Monument Foundation;

"Head of the Lot" means the end of the in-ground Lot designated as the Head of the Lot by the Master Plan or by the Manager;

"Interment" means the burial of human remains and includes the placing of human remains in a Lot in a Cemetery;

"Manager" means the person responsible for day-to-day control and management of the Cemeteries, or a person designated by the Manager to serve as acting Manager in the absence of the Manager;

"Master Plan" in respect of a Cemetery means the applicable plan of the Cemetery filed with the Registrar showing the division of the Cemetery into Lots and describing the restriction on use, if any, which relate to the Lots;

"Monument" means a Marker which projects above ground level;

"Monument Base" means the portion of the Monument, constructed of granite, and set on the concrete Monument Foundation to provide stability for the Monument;

"Monument Foundation" means the in-ground concrete foundation, constructed the equivalent size of the Monument Base to a minimum of 5' (1.4 M) in depth;

"Outer Container" means any shell (usually a crypt or vault) to be placed entirely below the surface of the ground for the purpose of containing a casket or urn;

"Personal Representative" means an executor, an administrator or an administrator with will annexed, or an estate trustee, of the estate of a deceased person;

"Policies" means such Policies regarding Cemeteries which may be adopted by Council from time to time;

"Price List" means the schedule of fees and charges established by City Council for all Interment Rights, Cemetery Services and supplies that may be sold or the subject of charges by the City;

"Repurchase Price" means the price to repurchase Interment Rights as determined by the City in accordance with the Act;

"Scattering Rights" means the right to require or direct the scattering of human remains on the Scattering Ground of a Cemetery, designated in the Master Plan for the placement or scattering of cremated human remains;

"Scattering Rights Holder" means a person who holds the Scattering Rights with respect to a Scattering Ground;

"Shared Monument Plot" means a Lot, the purchase price of which includes the Interment Rights and permission to place an inscription on the City owned Monument adjacent to the Lot;

"Single Grave with Foundation" means a Lot, the purchase price of which includes the Interment Rights and the Monument Foundation;

"Transfer" means to make a gift, bequest or other Transfer of Interment Rights without consideration as may be permitted under the Act.

Words and Terms

- 1.2 Except as may be modified by this By-law and unless the context otherwise requires all words and terms in this By-law shall have the same meaning as in the Act.

Section Numbers and Headings

- 1.3 The section numbers and headings of this By-law are for convenience of reference only and shall in no way limit or affect the interpretation of this By-law.

2. ADMINISTRATION

Application

- 2.1 This By-law shall apply to the Cemeteries identified as described in "Schedule A" hereto.

Manager

- 2.2 The day-to-day control and management of the Cemeteries shall be exercised by the Manager.

- 2.3 All activities in and use of the Cemeteries shall be subject to the direction and

supervision of the Manager.

- 2.4 The Manager, acting through the Brampton Cemetery, will coordinate the operation of the other Cemeteries.
- 2.5 The Manager shall be responsible for receiving complaints in respect of a Cemetery.
- 2.6 The Manager shall be responsible for providing a copy of this By-law to every person who requests it in accordance with section 118 (1) of the Act, and a copy of the Price List to every person who requests it in accordance with section 68 of the Act.

Delegation of Authority

- 2.7 "Schedule A" to Delegation of Authority By-law 191-2011, as amended, is hereby further amended for greater certainty by adding to section 6.1 the following:

6.1 The Manager is authorized to execute Contracts for the purchase of Interment Rights or Cemetery supplies or services on behalf of the City, documents required to be filed under the Act.

Hours

- 2.8 The Cemeteries will be open to the public from 7:30 a.m. till dusk daily.
- 2.9 The business hours of the Brampton Cemetery office, located at 10 Wilson Ave, shall be 7:30 a.m. and 4:00 p.m. on Monday through Friday, or as may otherwise be determined by City Council, or in exigent circumstances by the Manager, excluding statutory and Designated Holidays.

Prices

- 2.10 The cost of all Cemetery Services and supplies provided by the City shall be in accordance with the rates set out in the Price List.

3. SALE AND TRANSFER OF INTERMENT RIGHTS

Sale and Transfer Authority

- 3.1 The sale and Transfer of Interment Rights shall be under the direction of the Chief of the Department.

Purchase

- 3.2 Interment Rights may be purchased from the City by the purchaser entering into a Contract with the City as required by the Act and paying the purchase price therefor.
- 3.3 The purchase price of Interment Rights or Scattering Rights in a Cemetery shall be as set out in the Price List.
- 3.4 The price of Interment Rights or Scattering Rights for each Lot and/or niche shall include an amount for the Care and Maintenance Fund.
- 3.5 The purchaser of a Lot shall have the Interment Rights to that Lot, which shall include the right to have Monuments and Markers installed in that Lot, subject to the restrictions and requirements of this By-law.
- 3.6 The purchaser of a niche shall have the Interment Rights to that niche which shall include the right to have an inscription on that niche, subject to the restrictions and requirements of this By-law.
- 3.7 The purchaser of Scattering Rights shall have the rights to that grounds and to have Monuments and Markers installed in that Lot, subject to the restrictions and requirements of this By-law.
- 3.8 The purchaser of a Shared Monument Plot shall have the Interment Rights to the Lot and the right to have an inscription on the Monument adjacent to the Lot, subject to the restrictions and requirements of this By-law.
- 3.9 The Care and Maintenance contribution on the Monument shall be split between the purchasers of the two Lots adjacent to the Monument and shall be included in the price.

Documents at Time of Sale

3.9.1 The Cemetery shall provide each purchaser at the time of sale or Transfer with:

- (i) a copy of the Contract;
- (ii) a copy of this By-law;
- (iii) a copy of the Price List;
- (iv) a copy of consumer information guide; and
- (v) upon payment in full, a Certificate of Interment Rights.

Documents upon Payment

3.9.2 The purchaser of Interment Rights or Scattering Rights shall receive, upon full payment, a Certificate of Interment Rights or a Certificate of Scattering Rights, as the case may be, showing:

(a) In the case of Interment Rights:

- (i) the name of the Interment Rights Holder,
- (ii) the location and dimensions of the Lot and/or niche to which the Interment Rights pertain;
- (iii) the date on which the Interment Rights were purchased or transferred, as the case may be;
- (iv) the amount paid by the purchaser for the Interment Rights;
- (v) the amount deposited into the Care & Maintenance Fund for the Interment Rights; and
- (vi) a statement that if the purchaser Transfers the Interment Rights, the certificate cannot be transferred but must be returned to the Cemetery which will issue a new certificate to the transferee;

(b) In the case of Scattering Rights:

- (i) the name of the Interment Rights Holder,
- (ii) the number of scatterings permitted to which the Scattering Rights pertain;
- (iii) the date on which the Scattering Rights were purchased or transferred, as the case may be;
- (iv) the amount paid by the purchaser for the Scattering Rights;
- (v) the amount deposited into the Care & Maintenance Fund for the Scattering Rights; and
- (vi) a statement that if the purchaser Transfers the Scattering Rights, the certificate cannot be transferred but must be returned to the Cemetery which will issue a new certificate to the transferee.

Inspection

3.10 A Cemetery shall make available for inspection a public register containing the following information:

- (i) the name and address of each Interment Rights Holder and location to which the rights pertain;

- (ii) the name and address of each original purchaser of Interment Rights that have been transferred to another person and the date on which the rights were transferred; and
- (iii) the name of each person whose remains are interred in the Cemetery, the location of the Lot in which the remains are interred and the date on which the remains were interred.

Transfer after Original Sale

3.11 Every Transfer of Interment Rights after the Original sale shall be made by the Interment Rights Holder or the Interment Rights Holder's legal representative giving to the Cemetery in writing the following:

- (i) the name and address of the transferee;
- (ii) description of the Interment Rights;
- (iii) the return of the original certification of rights; and
- (iv) evidence satisfactory to the City of the ownership and entitlement to a Transfer of the Interment Rights.

3.12 The charge for a Transfer of the Interment Rights after the original purchase shall be as set out in the Price List.

3.13 At any time before exercising Interment Rights, the Interment Rights Holder or the Interment Rights Holder's legal representative may request in writing the City to Transfer the Interment Rights of any Lot and/or niches to any other Lot and/or niches of equal value.

Resale

3.14 The resale of Interment Rights by the Interment Rights Holder to a third party before the rights are exercised is permitted, subject to compliance with the Act, provided that

- (a) the original Interment Rights Holder must Transfer the rights in accordance with this section 3.14, whereupon the City may issue a new certificate to a third party; and
- (b) the Interment Rights Holder shall not sell the rights to a third party for more than the price set out in the Price List.

Repurchase

3.15 The City may repurchase unused Interment Lots or Columbarium niches that were sold prior to July 1, 2012. The Repurchase Price will be the original amount paid at the time of the purchase.

Care and Maintenance Fund Contributions

3.16 The amount required to be deposited to the Care and Maintenance Fund shall be determined as follow:

- (i) In the case of an in-ground Lot greater than 2.23 square meters (24 square feet) for the Interment of an adult, the greater of 50% of the Interment Rights price as set out on the Price List or \$250.00;
- (ii) In the case of an in-ground Lot smaller than 2.23 square meters (24 square feet) for the burial of a child or of cremated human remains, the greater of 50% of the Interment Rights price as set out on the Price List or \$150.00;
- (iii) In the case of a niche or compartment in a Columbarium, the greater of 15% of the Interment Rights price as set out on the Price List or \$100.00;

(iv) In the case of a Scattering Ground for only one Scattering Rights Holder, the greater of 40% of the Scattering Rights price as set out on the Price List or \$100.00;

(v) In the case of a Scattering Ground for more than one Scattering Rights Holder, the greater of 15% of the Scattering Rights price as set out on the Price List or \$25.00; and

(vi) In the case of a Scattering Ground for which there is no Scattering Rights Holders, \$25.00

Change of Address

3.17 The Interment Rights Holder shall notify the Cemetery in writing of any address change within twenty (20) calendar days of the change.

Notice

3.18 Any notice required by this By-law to be given to the rights holder shall be sufficiently given by mail or e-mail to the address shown in the register kept by the Cemetery.

4. INTERMENTS, ENTOMBMENTS AND DISINTERMENTS

Authorization

4.1 No Interment, Entombment or Disinterment shall be permitted without the written consent of the Interment Rights Holder of the Interment Rights Holder's legal representative.

Contract Requirements

4.2 Prior to an Interment, Entombment or Disinterment, the Interment Rights Holder or the Interment Rights Holder's legal representative shall enter into a Contract for Cemetery Services in a form required to satisfy the Manager of the ownership of the Interment Rights.

Outstanding Charges

4.3 No Interment, Entombment in or Disinterment from any Lot and/or niche shall be permitted unless and until all outstanding charges in respect of the subject Lot have been paid.

Remains

4.4 Only human remains may be interred or scattered in a Cemetery. Interment or scattering of animal remains shall not be permitted in the Cemeteries.

Payment

4.5 The Interment Rights Holder or the Interment Rights Holder's legal representative or the person arranging the funeral shall pay the Interment charges to the Cemetery before the Interment is to take place.

4.6 The Manager may request that payment of Interment charges be made by certified cheque or money order.

4.7 The services performed by the City which are included in Interment charges are:

- (i) The opening and closing of the Lot;
- (ii) Keeping the earth in the disturbed area level during settlement; and
- (iii) Restoring the turf by sodding or seeding after adequate settlement has taken place.

4.8 Extra charges as set out in the Price List of this By-law apply to the use of lowering devices, artificial grass, and other Interment accessories at the graveside when these are provided for by the City such as generally is the case for casket or plastic/fiberglass vault burials.

Funeral Director Responsibility

- 4.9 When a concrete vault or crypt is used, the lowering device, artificial grass and other accessories are the responsibility of the funeral director.
- 4.10 The use of any apparatus by a Funeral Director such as marquees shall be permitted only with the prior verbal authorization of the Manager. The funeral director shall be responsible for the installation and removal of any such apparatus and any repairs to a Cemetery which may be required as a result of the use of such apparatus.

Opening and Closing

- 4.11 Interment Lots or niches shall be opened and closed only by City Staff or authorized contractors for Interment, Entombment, Disinterment or disentombment.
- 4.12 The City shall have the right to relocate temporarily any Marker or decoration as the Manager may require so that Cemetery operations involving the opening and closing of an in-ground Lot may be performed.
- 4.13 The opening of an in-ground Lot for Interment or Disinterment may necessitate the temporary mounding of earth on adjacent Lots. The City reserves the rights 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.

Attendance at Closing

- 4.14 To ensure safe conditions are maintained at all times, families wishing to witness the closing of an in-ground Lot or Columbarium niche shall keep a safe distance from the open Lot as directed by the City.

Scheduling

- 4.15 Notice of a proposed Interment shall be given to the Manager at least forty-eight (48) hours before such Interment is to take place. The Manager may accept a shorter notice where in the sole determination of the Manager there are special circumstances.
- 4.16 No Interment shall be permitted on a Sunday or other statutory holiday, except where so required by a medical certificate and in accordance with the directions of the Manager.
- 4.17 The City shall have the right to schedule the date and time when Interments take place.
- 4.18 Every effort will be made to complete an Interment on the scheduled day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the City's control, an Interment cannot be made at the scheduled time, the City shall have the right to establish a temporary set-up and the Interment shall be completed as soon as possible thereafter.
- 4.19 In the event that special instructions are taken verbally by the Manager regarding the particulars or details of any Interment, the City shall not be responsible for errors. Verbal instructions shall, whenever possible, be confirmed in writing by the Interment Rights Holder or Personal representative of the deceased prior to a service being rendered by the City, by entering into a Contract for Cemetery Services in a form provided the City.

Interment Requirements

- 4.20 Before an Interment can take place, there must be deposited with the Manger:
- (i) a valid burial permit or cremation certificate;
 - (ii) payment of fees, or proof of payment by a copy of a receipt from the City for payment of all Interment charges;
 - (iii) written authorization from the Interment Rights Holder or the Interment Rights Holder's legal representative; and
 - (iv) a written statement setting out the deceased's name, the last place of residence, age, place of death, date of death, the address of deceased's nearest relatives, the date of Interment, the location of the Interment, and the person arranging the funeral.

4.21 If the person arranging a funeral has not paid the Interment charges and is unable to provide a copy of the receipt to the Manager, the Manager may permit the Interment to take place, if the payment cannot be made prior to the Interment because of special or unusual circumstances. Where such circumstances exist in the sole determination for the Manager, payment shall be made to the Cemetery no later than seven days after the Interment.

4.22 The Manager or his representative shall attend and supervise all Interments and Disinterments.

Register

4.23 The Manager and the Records Management section shall each keep a separate register for public inspection in which shall be entered:

- (i) the name of each person whose remains are interred in the Cemetery, the location of the Lot in which the remains are interred, and the date on which the remains were interred; and
- (ii) the particulars of each Disinterment of remains, including the names of the person who requested the Disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.

Interment Restrictions

4.24 The Interment of human remains in Lots shall be subject to the following restrictions:

- (a) Only two casket Interments may be made in any Adult Lot unless specific written permission has been made by the Cemetery at the time of purchase of Interment Rights.
- (b) No more than six Interments shall be allowed in any Adult Lot with the following combinations; six Cremated Remains Interments; one casket Interment and five Cremated Remains Interments; two casket Interments and four Cremated Remains Interments.
- (c) No more than three Interments shall be allowed in a Child Lot in the following combination; one child Interment and two Cremated Remains Interments.
- (d) No more than three Interments shall be allowed in an infant Lot in the following combination; one infant Interment and two Cremated Remains Interments.
- (e) No more than two Cremated Remains Interments shall be allowed in any Columbarium niche. The combined size of any container to be place in the Columbarium niche must be no greater than the total internal dimensions within the niche.
- (f) For any of the Cremated Remains Lots, the following number of Interments permitted are as follows;
 - (i) One Cremated Remains Interment in a single grave Cremated Remains Lot;
 - (ii) Two Cremated Remains Interments in a 2 grave Cremated Remains Lot; and
- (g) Four Cremated Remains Interments in a 4 grave Cremated Remains Lot.
- (h) To ensure the safety of patrons and Cemetery staff, a concrete vault or crypt must be used for the Interment of a traditional burial in the Single Grave with Foundation.
- (i) The City will not cut down or remove mature trees that have been planted on or near a Plot by the Plot owner, to accommodate an Interment

Scattering

4.25 The scattering of cremated human remains shall be permitted in a memorial scattering area, at the base of a memorial tree, or in a grave or Lot, recognizing that due to the nature of this service, commingling of cremated human remains with others is inevitable.

4.26 Scattered cremated human remains cannot be recovered under any circumstance.

Removal of Containers and Equipment

4.27 All funeral flowers, containers and other equipment shall be removed from the grave site within seven days after the Interment, and will be removed at any time thereafter and disposed of by the Cemetery staff.

Disinterments

4.28 Disinterments shall only be permitted in accordance with the *Act*.

4.29 The City reserves the right to close a Cemetery for the purpose of Disinterment. Only those persons required or permitted by the *Act* shall be allowed entry to the Cemetery during a Disinterment.

4.30 The City reserves the right to disallow any witnessing of the Disinterment if in the sole discretion of the Manager the health or safety of anyone present may be at risk.

4.31 Disinterments will be completed at a day and time designated by the Manager.

4.32 The City will not be responsible for damage to any casket or Outer Container which occurs during the course of a Disinterment. A new casket or Outer Container may be required to facilitate a removal for which additional charges to the Interment Rights Holder or the Interment Rights Holder's legal representative will apply.

4.33 The City will not be responsible for damage to any cremation urn or cremation Outer Container which occurs during the course of a Disinterment. Due to the length of time a cremation urn has been buried and the conditions to which it has been exposed, the City will not guarantee that the City can retrieve a cremation urn or cremation container interred in a Lot. Where the condition of any cremation urn or cremation Outer Container disinterred may be unstable, a replacement urn may be required at the expense of the party requesting the Disinterment.

4.34 The transport of human remains out of a Cemetery is the responsibility of the party requesting the Disinterment, including all costs associated therewith. All required documentation (i.e. burial permits or certificate of cremation) will be provided to the requesting person on the day of Disinterment.

Charges

4.35 The charges for Interment and Disinterment shall be as set out in the Price List.

5. MONUMENTS AND MARKERS

Approvals and Consents

5.1 A Monument, Marker, or memorial shall not be erected or removed, or permitted to be erected or removed on a Lot without the written consent of the Interment Rights Holder or the Interment Rights Holder's legal representative, and with the permission and under supervision of the Manager.

5.2 An Interment Rights Holder(s) shall complete a form provided by the City that outlines the details of the inscription to be placed on a Marker, size dimensions, Lot location(s) and finish, prior to the manufacture of such Marker, and all Markers shall be approved by the City prior to the installation.

5.3 Written consent is required for any additional inscription to be placed on any Marker within Cemetery prior to the inscription being commenced.

5.4 Unique design 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 Manager.

Charges Required to be Paid

- 5.5 No Monument, Marker, memorial or other structure shall be permitted on a Lot unless and until all outstanding charges against that Lot have been paid.

When Removal Required

- 5.6 If Interment Rights are transferred, any Markers shall be removed before the Transfer is completed. The cost for the removal of Markers and any foundations shall be paid for by the individual(s) authorizing the Transfer.

Installation and Maintenance

- 5.7 The installation, care and maintenance of Markers, foundation or accessories hereof, including vases, shall be performed only by City staff or such other persons as may be authorized by the Manager. Any such work undertaken or agreed to be performed by any such other person shall be performed under the direction of the Manager. All Markers installed by the City shall be at the expense of the purchaser of the Marker in accordance with the Price List.

Requirements for Memorials

- 5.8 All Markers shall be constructed of granite and/or bronze materials unless otherwise approved in section 5.53 of this By-law.
- 5.9 Monuments, Markers and other memorials shall be free from physical defects when installed or erected.
- 5.10 The base of each Monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning the spalls or ships shall not be permitted.

Maintenance

- 5.11 Subject to section 5.12 the Manager shall be responsible to maintain the Monuments and Markers to ensure the safety of the public and to preserve the dignity of the Cemetery without charge to the Interment Rights Holders.
- 5.12 The City may charge the Interment Rights Holder for the cost of repair, stabilization or restoration of a Monument, Marker or memorial on Lots that were sold before 1955 and where payment to the Care and Maintenance Fund has not been made. The charge shall be as set out in the Price List.
- 5.13 In the event that a Marker presents a risk to public safety because it is unstable, the City, shall make such repairs, or rest the Marker or Lay it down so as to remove the risk. Any and all work is at the discretion of the Manager and subject to available funding.
- 5.14 Only reversible processes shall be used to preserve a Marker, subject to available funding. A Marker shall be removed only if it cannot be preserved.
- 5.15 Minor scraping of the upright Monument Base due to grass cutting is considered to be normal wear for which no repairs will be undertaken.
- 5.16 All Marker cleaning and or restorative processes undertaken by a person(s) or contractor, other than the City, requires prior approval of the Manager to ensure the methods and techniques will not irreversibly damage the Marker.

Removal of Markers

- 5.17 Markers may be removed by City Staff on a temporary basis where necessary for the ongoing operation of the Cemetery.
- 5.18 The City shall have the right in the sole discretion the Manager, to remove any Marker which is not in keeping with the dignity and decorum of a Cemetery.

Inspection after Work

5.19 The Manager and the Treasurer will keep the following information for inspection without charge when money has been spent from the Care and Maintenance Fund, on stabilizing or restoring a Marker:

- (i) the particulars of the work done; and
- (ii) the amount of money spent.

Care and Maintenance Fund Marker Contributions

5.20 Unless provided in the Price List every person, before installing a Marker in a Cemetery, shall pay to the City not less than the following amounts:

- (i) No charge for Care and Maintenance Fund - Markers for the installation of a Flat Marker measuring less than 1, 116.13 square centimeters (173 square inches);
- (ii) Fifty dollars (\$50.00) for Care and Maintenance Fund – Markers for the installation of a Flat Marker measuring at least 1,116.13 square centimeters (173 square inches);
- (iii) One hundred dollar (\$100.00) for Care and Maintenance Fund – Markers for the installation of an upright Monument measuring 1.22 meters (4 feet) or less in height and 1.22 meters (4 feet) or less in length, including the base; and
- (iv) Two hundred dollars (\$200.00) for Care and Maintenance Fund – Markers for the installation of an upright Monument measuring more than 1.22 meters (4 feet) in either height or length, including the base.

5.21 The Treasurer shall pay all money received by a Cemetery under section 5.20 into the Care and Maintenance Fund Markers established for the Cemetery.

Delivery

5.22 A Flat Marker shall be delivered to the operation area as directed by the City. An upright Monument shall be delivered to the Cemetery location designated on the Certificate of Interment Rights, only after the upright foundation has been installed and the Marker retailer has been notified by the City.

Monument Requirements

5.23 Only one Monument or Flat Marker over 24" x 30" shall be erected or placed in the Monument section on any one Plot.

5.24 Only one Monument shall be erected or place on any 5 Lot Plot.

5.25 A Monument shall not occupy more than ten percent (10%) of the total area of the Lot o Lots upon which it is erected.

5.26 A Monument may not be erected or constructed on a Lot that is three feet (3') (=0.9m) in width and eight feet (8') (=2.4m) in length.

5.27 A Monument to be erected on a Lot that is three feet six inches (3'6") (=1.1m) in width and ten feet (10') (=2.6m) or eleven feet (11') (2.9m) in length shall be no longer than three feet (3') (=0.9m) and no wider than sixteen inches (16") (=0.4m) including the base.

5.28 A Monument shall be made of granite only and shall not be less than eight inches (8") (=0.2m) in thickness at its narrowest point and not higher than four feet six inches (4'6") (=1.4m) including the base.

5.29 A Monument to be erected on a two Lot Plot shall be no longer than four feet and six inches (4'6") (=1.4m) and no wider than sixteen inches (16") (=0.4m) at the base.

5.30 A Monument to be erected on a 4 Lot or 5 Lot Plot shall be no longer than seven feet (7') (=2.1m) and no wider than eighteen inches (18") (=0.46m) at the base.

- 5.31 Where a Monument is to be erected on a 4-Lot Cremation Plot with Monument Foundation,
- (a) notwithstanding section 5.23 of this By-law, the Monument shall be no longer than two feet (2') (=0.61m) and no wider than fourteen inches (14") (=0.36m) at the base.
 - (b) notwithstanding section 5.28 of this By-law the Monument shall be no higher than three feet (3') (=0.91m).
- 5.32 The lettered part of the Monument (Monument die) shall not be less than eight inches (8") (=0.2m) for up to three feet six inches (3'6") (=1.1m) in height.
- 5.33 Monument dies between three feet six inches (3'6") (=1.1m) and four feet six inches (4'6") (=1.4m) shall be ten inches (10") (=0.25m) in thickness.
- 5.34 At the replacement of existing Monuments which are higher than four feet six inches (4'6") (=1.4m), two inches (2") (=5cm) in thickness shall be added to the die for every foot higher than four feet six inches (4'6") (=1.4m).
- 5.35 To ensure quality control and integrity of design, inscriptions on the shared Monument must be approved and placed by the City.
- 5.36 No inscription shall be placed on the back or side of a Monument adjacent to a Lot or walkway.
- 5.37 Notwithstanding section 5.36 inscriptions may be placed on the back of a Monument where the ownership of the adjacent Lots are the same Interment Rights Holder, or in the case of Shared Monument Plots.
- 5.38 The charges for inscription shall be set out in the Price List of this By-law.
- 5.39 All foundations for Monuments shall be constructed by the City upon the written request to the Manager for the approval with all dimensions and particulars, and at the cost to the Interment Rights Holder as set out in the Price List.
- 5.40 The depth of a foundation for any Lot shall be no less than 5 feet (=1.5m) and shall be the same dimension as the base of the Monument.
- 5.41 Foundation(s) will be installed on an intermittent base only from June to November each year depending on the number of application received. A minimum of one week prior notice is required for installation of a foundation.
- 5.42 The Monument Foundation shall be centered between the lots in the Monument section of the Plot.
- 5.43 In the case of a 5 Lot Plot, there is no Monument section on these Plots, the Monument Foundation shall be centred on one of the unoccupied Lot only.
- 5.44 Notwithstanding section 5.23 of this By-law, more than one Monument may be erected on a Plot that has been sub-divided and held by different Interment Rights Holders.
- 5.45 Ceramic photographs are permitted to be affixed to a Monument providing the following conditions are met:
- 5.46 Any photographs shall be recessed in the face of the Monument so that no parts of the photograph project beyond the face of the Monument.
 - 5.47 The purchaser of the Monument shall execute a release of the City saving, the City harmless from responsibility for damage to the photograph and the repair thereof, regardless of cause.
 - 5.48 The City will not be responsible or liable for a ceramic photograph should it become faded, cracked, damaged or need to be removed.

Marker Requirements

- 5.49 Flat Markers shall be of granite or bronze only.
- 5.50 Only one Flat Marker shall be placed on any one Lot, grave, infant Lot, children Lot or cremation Plot.
- 5.51 Flat Markers shall be flat and set flush with the surface of the ground. The upper surface of Flat Markers shall not contain projection with the exception of lettering or other embellishments which shall not project more than ¼" (5mm) above the surface of the Flat Marker.
- 5.52 Ceramic photographs or attachment are permitted to be affixed to Flat Markers subject to approval of the City. Ceramic photographs are subject to the conditional outlined in section 5.45 through 5.48 of this By-law.
- 5.53 Following an Interment in an unmarked in-ground Lot, a temporary Marker, on the Lot, is permitted and may remain in place for up to 90 days following the Interment. A temporary Marker will not be installed where there is already a permanent Marker on the Lot.
- 5.54 Notwithstanding section 5.55 of this By-law, no Flat Marker shall be permitted on a 4-Lot Cremation Plot with a Monument Foundation.
- 5.55 Flat Markers and bronze Markers shall be permitted to be installed on Lots within following dimensions:
- (j) Infant Lot shall not exceed 12" x 18" (30.4 cm x 45.7 cm)
 - (ii) Children Lot shall not exceed 12" x 20" (30.4 cm x 50.8 cm)
 - (iii) Cremation Plot:
 - a. single Lot shall not exceed 10" x 12" (25.4 cm x 30.4 cm)
 - b. 2 Lots shall not exceed 12" x 20" (30.4 cm x 50.8 cm)
 - c. 4 Lots shall not exceed 18" x 30" (45.7 cm x 76.2 cm)
 - (iv) Adult Lot shall not exceed 24" x 30" (60.9 cm x 76.2 cm)
 - (v) Flat Markers and bronze Markers that are over 24" x 30" (60.9 cm x 76.2 cm) may be installed in the Monument section of the Plot in place of an upright Monument within the following dimensions:
 - a. 2 Lot Plot shall not exceed 20" x 48" (53 cm x 1.3m)
 - b. 4 Lot Plot may install two (2) Markers that shall not exceed 20" x 48" (53 cm x 1.3m).
- 5.56 Granite Markers that are set flush in the ground shall be not less than 4" (10cm) in thickness and must be of uniform thickness throughout.
- 5.57 Bronze Markers that are set flush in the ground must be attached to a concrete or granite base with a border of up to 2" (=5.08cm) and not less than 4" (=10.16cm) in thickness.
- 5.58 Bronze Markers shall have the following percentage of alloy components – copper 87 to 89% - zinc 4 to 5% - tin 4 to 7 % and lead 1.5 to 2.5%;
- 5.59 Bronze Markers secured to a granite base shall be fastened with 3/8 inch brass, all thread bolts, nuts and washers; and

- 5.60 Bronze Markers secured to a poured concrete base shall be fastened with a 3/8 inch brass and or bolt.
- 5.61 Notwithstanding section 5.50 of this By-law, only a granite Flat Marker having dimensions of 20"x12"x4: (50cmx30cmx10cm) shall be permitted for the cremation Plots in Lots 1 to 48, Range B, Block D of the Brampton Cemetery, showing the Lot number and all requested inscriptions. The Marker shall be made of Laurentian pink granite with steeled face finish, sown back and rock edges. The inscription of the Marker shall be sunken lettering with black litho paint.
- 5.62 To ensure quality control and integrity of design, inscriptions on niche front must be approved and placed by the Brampton Cemetery.
- 5.63 Only uniform size and style of vernanco lettering with brown highlighting shall be placed on the granite niche front.
- 5.64 The charges for inscription shall be as set out in the Price List of this By-law.
- 5.65 A vase may be permitted to be incorporated into a Flat Marker provided the vase is turned down or inverted or otherwise set flush with surface of the Flat Marker when not in use.
- 5.66 Vases must be turned down, flush with the earth surface, during the winter months, which is November 1st to April 1st of the following year. Any vases remaining upright after November 1st will be turned down by City staff and any flowers will be removed and discarded, in the event that an existing Marker has been installed without a vase being incorporated into same, approved separate assemblies may be installed as space permits at the discretion of the Manager.

6. RULES AND REGULATIONS

Prohibited Articles on Lots

- 6.1 The City shall have the right to regulate the articles placed on a Lot that pose as a threat to the safety of Interment rights Holders, visitors to the Cemetery and City staff, that prevent the City from performing general Cemetery operations, or are not in keeping with the dignity and decorum of the Cemetery.
- 6.2 Prohibited articles can be removed and disposed of without notification at the sole discretion of the Manager. Prohibited articles include but are not limited to glass containers, shepherd's hooks, metal stakes, plastic and glass solar lamps, ceramic items, loose stones, and such other objects as may cause a hazard.

Maintenance of Grounds

- 6.3 The Manager will be responsible for maintenance of the grounds of a Cemetery, including all Lots, structures and Markers, to ensure the safety of the public and to preserve the dignity of the Cemetery, including keeping all in-ground Lots graded, sodded and mowed, and all trees, shrubs, flowering or other plants planted by the City cultivated and trimmed.
- 6.4 The Manager will be responsible to establish turf for burial Interments that take place between the months of September through April, by the end of the following June subject to delays for inclement weather.
- 6.5 No person other than City Staff or authorized contractors shall perform any landscaping or maintenance work within a Cemetery without the written authorization of the Manager.
- 6.6 No person shall make any walkway, cut any sod, change of any Lot, cause to be moved any Cornerstone, memorial or Marker in a Cemetery or change or tamper in any way with the landscaping or fixtures of a Cemetery, without authorization of the Manager.

Any restoration work required as a result of contravention of this provision shall be at the expense of the person responsible for such contravention.

- 6.7 No person shall enclose an in-ground Lot except as permitted in the By-law.
- 6.8 No plant material shall be placed or planted without the Manger's prior permission.
- 6.9 The City may remove flowers, plants, shrubs, trees or other landscaping and plant decoration installed contrary to, or otherwise not in compliance with, this By-law.
- 6.10 The City may remove any flowers, plants, shrubs, trees or other landscaping and plant decoration that encroach upon adjacent Lots, drains, roads or walkways.
- 6.11 Flowers and shrubs may be planted only on Lots where an upright Monument has been erected and are restricted to the area around or immediately adjacent to the Monument.

Flowers and Plantings

- 6.12 Flowerbeds shall not exceed 18" (45.72 cm) from the front of the Monument and is no wider than the Cornerstones of the Plot. The flowerbed must be in a crescent or half-moon shape.
- 6.13 Flowerbeds shall not be defined or enclosed by a fence, railing, hedges or any enclosure.
- 6.14 Flowerbeds may have an approved border constructed of precast concrete or similar product. The height of such border shall not exceed 1" (7.62 cm) above the surface of the ground and shall not be attached to the base of the Monument, in any way.
- 6.15 Dwarf shrubs may be planted on in-ground Lots where an upright Monument is centered between two or more Lots only, provided such shrubs are planted at the Head of the Lot and placed on either side of the upright Monument. Such shrubs must be planted so as not to encroach into adjacent Lots.
- 6.16 No Flowerbeds or shrubs shall be permitted on in-ground Lots designated for Flat Marker.
- 6.17 Care and Maintenance of flowerbeds and shrubs on the Lot is the responsibility of the Interment Rights Holder.
- 6.18 Any debris, decayed flowers, plants, hedge clippings or weeds that are generated from the maintenance of flowerbeds and shrubs shall not be left out on roads, walks, or any part of the grounds of a Cemetery, but shall be placed in garbage receptacles provided throughout the Cemetery for the deposit of such material.
- 6.19 Flowerbeds of the previous year, which have not been planted by June 15th may be sodded by Cemetery staff at the cost of the Interment Rights Holder.
- 6.20 Flowerbeds are required to be cleared of tender plants by mid-October or after the first killing frost.
- 6.21 In the event flowerbeds and shrubs are not properly maintained in a manner which respects the dignity of the Cemetery, such flowerbeds and shrubs may be removed by the City without notice.
- 6.22 Cut flowers and potted plants may be placed on in-ground Lots, provided that non-glass containers are used. Such flowers and or plants may be removed by Cemetery staff when they become unsightly.
- 6.23 Containers for potted plants must not exceed 1 cubic foot (=0.028 cubic meters) and weigh no more than 25 pounds (11.34 kg).

- 6.24 Vases and flower stands shall be placed so as not to interfere with care of the Lots.
- 6.25 Winter wreaths may be placed on Lots or graves and a designated area by the Columbarium after November 1 and must be removed before April 1 of the following year.
- 6.26 Artificial plants and flowers may be placed on Monuments provided the proper containers are used. Such flowers and plants may be removed and disposed of by the City, without notice, when they become faded or unsightly.
- 6.27 The City may remove flowers, shrubs or any plant material to facilitate an Interment within an in-ground Lot. Although the City will make reasonable effort to preserve and reinstall such plant material, the City will have no responsibility or liability in this regard. Any reinstallation will be completed within the dimensions specified in section 6.12.
- 6.28 The City shall not be responsible in any way for personal property lost or damaged in a Cemetery. Implements, material or any articles of personal property left in the Cemetery are subject to removal by City staff, without return or compensation therefor.
- 6.29 No person shall place or attach in any way, flowers, ceramic or photoplex pictures, decorations or any other articles onto or to any part of the Columbariums, and any such articles may be removed by City staff without notification.
- 6.30 Notwithstanding section 6.29, Floral tokens, potted plants, wreaths and sprays may be placed at the base of the Columbariums on Easter, Mother's Day, Father's Day, All Souls Day and Christmas Day. The City staff may remove and dispose of these articles the following business day.
- 6.31 Floral tokens from funeral services may be placed in the designated area by the Columbarium, and may be removed and disposed of the following day by City staff.

Processions

- 6.32 Funeral processions within a Cemetery shall follow only the route approved by the Manager in advance.
- 6.33 No parades, other than funeral processions following a route approved under section 6.32, shall be admitted to or organized within a Cemetery without the written permission of the Manager.

Contractors

- 6.34 All contract work must be performed during the Business Hours of the Cemetery, unless special permission is granted by the Manager.
- 6.35 Contractors shall cease operations which may be a disturbance to or disruption of a funeral or public gathering within a Cemetery, and the City shall have the right exercisable at the sole discretion of the Manager to require that contractors temporarily cease such operations, until the conclusion of a funeral service.
- 6.36 Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright Monuments, Flat Markers, vases or any other articles in the Cemetery. Contractor shall lay planks on the in-ground Lots and paths over which heavy materials are to be removed in order to prevent damage. Any damage caused by contractors shall be rectified by the City at the expense of the contractors or the Interment Rights Holder who hired the contractor.
- 6.37 Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour and attire. Shirt and pants or shorts (where appropriate) must be worn at all times. Additional personal protective equipment must be worn when the work

being performed requires it in accordance to the *Occupational Health & Safety Act*. Contractors who fail to comply will be asked to leave the Cemetery grounds.

- 6.38 Contractors working within a Cemetery must remove all implements, equipment and rubbish from the Cemetery at the conclusion of the work and at the end of a work day, unless prior permission to leave materials and equipment has been obtained from the City. All work sites must be secured when left unattended.
- 6.39 No work shall continue past Saturday noon without the permission of the Manager and all material, litter and debris shall be removed by the end of each day.
- 6.40 All authorized persons performing work in a Cemetery shall conduct themselves in a manner in keeping with the dignity of the Cemetery and shall respect any restrictions, Policies or regulations which may be required by the City in the performance of their work.

Vehicles

- 6.41 Vehicles shall only be driven within a Cemetery on roads designated for vehicles and at a moderate rate of speed not to exceed 15 km per hour.

Work

- 6.42 No person, other than an employee of the City shall work on a Lot unless authorized to do so by the Interment Rights Holder.
- 6.43 A person, other than an employee of the City, shall only do work in a Cemetery or upon its grounds with the permission of the Manager and subject to the Manager's direction and supervision.
- 6.44 No person shall grade, sod, landscape, plant or leave flowers, tree or shrubs, place decorative devices or containers for flowers upon any Lot or anywhere in a Cemetery, except in accordance with this By-law.

Prohibited Activity

- 6.45 No person shall:
- (i) destroy mutilate, deface, injure or remove any tomb, Monument, Marker or other structure placed in a Cemetery or any fence, railing or other work for the protection of ornament of a Cemetery, of any such tomb, Monument, Marker or other structure or of any Lot in a Cemetery;
 - (ii) destroy, cut, break or injure any tree, shrub or plant in a Cemetery, or injure, destroy or deface any building or structure or any road, walk or other works in a Cemetery;
 - (iii) play an games or sports in a Cemetery;
 - (iv) discharge firearms in a Cemetery, except at a military funeral; and
 - (v) disturb any person or persons assembled for the purpose of an Interment of a body in a Cemetery.
 - (vi) permit a dog, cat, horse or other pet to enter into or remain within a Cemetery
 - (vii) Filming, photographing or video-taping any part of the Cemetery may only take place with the prior approval of the Manager and a permit may be required.
- 6.46 The Manager and his staff may request Peel Regional Police to lay charges under the *Act* against any person who commits a nuisance in a Cemetery or who wilfully and unlawfully disturbs persons assembled for the purpose of interring human remains in a Cemetery.
- 6.47 Any person disturbing the quiet and good order of a Cemetery by noise or other improper conduct or any person who violates this By-law, may be expelled from the grounds of the Cemetery by the Manager or other employees of the City.

7. TITLE, EFFECT AND REPEAL

Title

7.1 This By-law may be referred to as the "Cemeteries By-law".

Effective Date

7.2 This By-law will become effective upon approval hereof by the Registrar under s. 151 of O. Reg. 30/11 made under the Act.

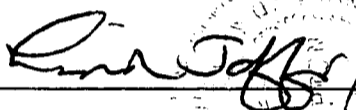
7.3 Repeal

By-law 141-92, as amended, and any By-law governing the operation of the Cemeteries in force as of the enactment of this By-law, are hereby repealed.

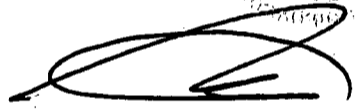
ENACTED THIS 11th day of May, 2016.

Approved as to
form.
10 /May/2016
DS
Denis Squires

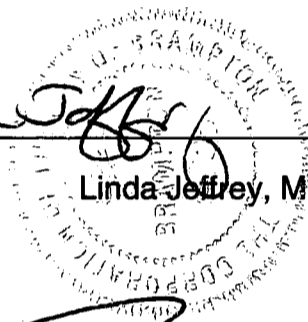
Approved as to
content.
10 / May / 2016
GL
Gary Linton



Linda Jeffrey, Mayor



Peter Fay, City Clerk



SCHEDULE 'A'

Cemeteries owned by The Corporation of the City of Brampton to which this By-law applies.

1. Alloo Cemetery - Site # 03177 - Part of Lot 15, Concession 4, W.H.S., southwest of Wanless Drive and Creditview Road.
2. Brampton Cemetery – Site # 03162 - 10 Wilson Avenue.
3. Cheyne Cemetery – Site # 03183 - Part of Lot 14, Concession 1E, east side of Highway #10, south of County Court Boulevard.
4. Eventide Cemetery (Peel County Manor) –Site # 03167 – Lot 9 Concession WHS 1 Brampton, 525 Main St. N., behind Peel Manor Nursing Home.
5. Air Canada Crash Site Cemetery- Site # 05224 - Part Lot 9 , Concession 9 , ND Toronto-Gore, East side of Degrey Drive, North of Panhill Drive
6. Fourth Line (Huttonville Cemetery) -Site # 03168 - Part of Lot 9, Concession 4, W.H.S., east side of Mississauga Road, north of Queen Street West.
7. Grahamsville United Church Cemetery – Site # 03185 - Part of Lot 15, Concession 6, west side of Airport Road, south of Steeles Avenue East.
8. Harrison-Hewgill Cemetery (St. Mary's Anglican) – Site # 04895 – Lot 9 Concession 10 ND Toronto- Gore , south side of Castle Oaks Cross, east of The Gore Road
9. Harrison United Church Cemetery – Site # 03169 - Part of Lot 9, Concession 5, E.H.S., east side of Torbram Road, north of North Park Drive.
10. Hilltop-Gore Cemetery – Site # 03179 - Part of Lots 3 and 4 , Concession 9, west side of Gore Road south of Highway #7.
11. Kennedy Road Burial Site – Site # 05207- Lot 14 Concession 2 E WHS, Toronto Twp. East bank of Etobicoke creek, east of Kennedy Road.
12. Lundys Cemetery –Site # 03170 - Part of Lot 10, Concession 3, E.H.S., west side of Dixie Road, north of North Park Drive.
13. Main Street North Cemetery (Old Brampton Cemetery) – Site # 03163 - 350 Main Street North, east side of Main Street North, north of Vodden Street.
14. Mount Olivet Cemetery – Site # 03172 - Part of lot 9, Concession 3, E.H.S., west side of Dixie Road, north of North Park Drive.
15. Mount Zion Cemetery- Site # 03176 - Part of Lot 1, Concession 6, W.H.S., east side of Winston Churchill Boulevard, north of Steeles Avenue West.
16. Old Methodist (Old Grahamville)- Site # 03173 - Part of Lot 2, Concession 6, E.H.S., east side of Torbram Road, north of Steeles Avenue East.
17. Old Zion (Bertrams) – Site # 03166- Part of Lot 16, Concession 1, W.H.S., north west corner of Highway #10 and Wanless Drive.
18. Page Cemetery – Site # 03174 - Part of Lot 7, Concession 6, W.H.S., west side of Heritage Road, south of Highway #7.
19. Rice Estate – Site # 03186 - south side of Ray Lawson Boulevard west of Highway #10, top of bank, east side of Fletcher's Creek.
20. Shiloh Cemetery – Site # 03180 - Part of Lot 17, Concession 12, west side of Highway #50, south of Mayfield Road.
21. Snell Cemetery- Site # 03189 - southwest corner of Kennedy Road North and Sandalwood.
22. St. John's Castlemore Cemetery – Site # 04910 - Part of Lot 9, Concession 9, West side of The Gore Road, south of Fitzpatrick Drive.

23. St. John's Snelgrove Cemetery – Site # 03190 - Being composed of Lot 19, Plan CH - 8, east side of Highway #10, south of Mayfield Road.
24. St. Mary's Tullamore Cemetery – Site # 03175 - Part of Lot 17 Concession 6 E.H.S., West side of Airport Road, south of Mayfield Road.
25. Woodhill Cemetery – Site # 03182 - Part of Lot 5, Concession 9, east side of Airport Road, south of Highway #7.
26. Zion Cemetery – Site # 03187 - Part of Lot 15, Concession 1, E.H.S., south side of Conservation Drive, east of Highway #10.