



By-law No. 2022-xxx
By-law

Greenwood Cemetery

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The Corporation of the City of Owen Sound By-Law No.

A By-law to Provide for the Control, Regulation and
Management of Greenwood Cemetery

WHEREAS Section 10 of the *Municipal Act, 2001* provides that municipalities may provide any service that the municipality considers necessary or desirable for the public; and

WHEREAS the Council of The Corporation of the City of Owen Sound (the "City") passed By-law No. 2014-012 with respect to the regulation and management of Greenwood Cemetery on January 27, 2014; and

WHEREAS the subject by-law was filed with the registrar on August 26th, 2022 and approved by the registrar on September 26th, 2022; and

WHEREAS City Council deems it necessary and expedient to rescind By-law No. 2014-012 and replace it with the subject by-law to provide for the control, regulation and management of Greenwood Cemetery;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF OWEN SOUND HEREBY ENACTS AS FOLLOWS:

Part I. Preamble and Defined Terms

Short Title

1. This by-law may be referred to as the "Greenwood Cemetery By-law".

Purpose

2. This by-law has been enacted to establish a policy and procedures regulating the management and control of Greenwood Cemetery, to ensure that peace and order are maintained and the Cemetery is properly managed.

Headings

3. The division of this by-law into parts and the insertion of headings are for ~~over~~ reference only and shall not affect interpretation of the by-law.

References to Applicable Law

4. All references to applicable law are ambulatory and apply as amended from time to time.

Interpretation

5. For the purposes of this by-law:

"Care and Maintenance Fund" means the fund required under the Funeral, Burial and Cremation Services Act, 2002 where a set percentage of the purchase of all Interment Rights and Marker installations are contributed. Interest earned from this fund is used to provide care and maintenance of Lots and Markers in the Cemetery;

"Cemetery" means the lands set aside and approved for the interment of human remains and includes a mausoleum, or other such structures known as Greenwood Cemetery in the City;

"City" means The Corporation of the City of Owen Sound;

"Corner Posts" means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot;

"Columbarium" means a building or structure with Niches for the purpose of holding cremated remains in perpetuity;

"Crypt" means an individual compartment in a mausoleum for the entombment of human remains;

"Die" when referring to an Upright Monument, means the part of the Upright Monument which can be engraved;

"Disinter" means to dig up or remove interred human remains and "Disinterment" shall have a similar meaning;

"Flat Marker" means a Marker set flush with the surface of the ground;

"Funeral, Burial and Cremation Services Act, 2002" means the Funeral, Burial and Cremation Services Act, 2002, SO 2002, c 33 and the Regulations there under;

"Inter" or "Interment" means the burial of human remains and includes

the placing of human remains in a lot, tomb, crypt, compartment or Niche and Interment and Interred shall have a similar meaning;

“Interment Right” or “Interment Rights” means the right to require or direct the Interment of human remains in any Lot;

“Interment Rights Certificate” means the official documentation allowing the holder to direct the interment of human remains or cremated human remains in any Lot and/or to direct the installation of a Marker;

“Jewish Section” means the Northwest Section Ranges 40 and 41 lot numbers 3 to 32;

“Lot” or “Lots” means a single grave space;

“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;

“Memorial Service” means a planned gathering at a cemetery lot after the date of an interment of a casket or cremated remains, inurnment of cremated remains in a columbarium or scattering of cremated remains

“Muslim Section” means the Northwest Section Ranges 38 and 39 lot numbers 3 to 32” ;

“Natural Burials Section” means Greenwood Gardens Section, Ranges 44 and 44A;

“Niche” or “Niches” means an individual compartment in a columbarium for the entombment of cremated human remains;

“Plot” means two or more Lots where Interment Rights have been sold as a unit;

“Regulator” means the Bereavement Authority of Ontario;

“Scattering” means the act of spreading of cremated remains over a designated area within the Cemetery which shall be conducted in accordance with the provisions of this by-law;

“Scattering Gardens” means the land within the Cemetery that is set aside to be used for the scattering of cremated human remains;

“Statutory Holiday” means and includes New Year’s Day, Family Day, Easter Monday, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day and Boxing Day;

“Upright Monument” means any Marker projecting above ground level; and

“Vehicle” means vehicle as defined by the Highway Traffic Act, RSO 1990, cH.8.

Scope

This by-law shall apply to all activities, business, interments, Cemetery staff, community organizations, religious service providers, and all persons visiting the Cemetery.

Part II. Cemetery Rules

General

6. No person shall disturb the quiet or good order of the cemetery with excessive noise or other nuisance or inappropriate conduct. Persons causing such a disturbance may be expelled from the grounds.
7. No person shall cause any litter, refuse, wrapper, container, waste or garbage to be thrown out on roads, walks or any part of the cemetery grounds.

8. No person shall possess any alcoholic beverage on cemetery property.
9. Any person in control of a pet in the Cemetery shall, at all times:
 - a. maintain control of the pet;
 - b. pick up pet leavings, and dispose in a waste container or carry bagged pet waste off the Cemetery grounds;
 - c. keep the pet off all turf areas.

Visitation Times

10. The Cemetery is open for visitation from dawn to dusk. .

Vehicular Parking and Traffic

11. All persons operating a vehicle in the Cemetery shall:
 - a. travel at a rate of speed less than 20 km/hr;
 - b. not cause damage to cemetery roads, parking areas or other property;
 - c. not cause a vehicle to leave the paved roadways; and
 - d. not travel on a road:
 - i. where a barricade has been erected to indicate the road is closed;
 - ii. which has not been cleared of snow; or
 - iii. in an otherwise unfit condition for vehicular travel.
12. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
13. Parking is only permitted in the Cemetery where:
 - a. the area is specifically designated to allow parking; or
 - b. during a scheduled interment or memorial service, vehicles may park on an internal road without leaving room for another vehicle to pass; or
 - c. a vehicle can be parked on the side of a road while allowing traffic to pass the parked vehicle without leaving the pavement.

Lot Alteration

14. Without written authorization from Cemetery staff, no person shall:
 - a. change the grade of a lot;
 - b. cut any sod;
 - c. move Corner Posts, markers or monuments; or
 - d. remove any flower, shrub or planter from a lot other than their own.
15. In the event that a person alters a lot contrary to section 15 of this by-law, the cost of any work undertaken by Cemetery staff to restore the lot to its original condition shall be paid for by the person who contravened section 15 or the owner of the lot.

Memorial Service

16. Prior to holding a memorial service , a person or group shall:
 - a. apply in writing to Cemetery staff at least 15 days before the proposed date; and
 - b. assume responsibility for damage to cemetery property and expenses incurred as a result of the memorial service through a service contract for the event.

Staff Exempt

17. While performing the duties of their job, Cemetery staff are exempt from Part 2

of this by-law.

Part III. Interment Rights

Reserved Sections

18. In order to offer services that best match specific cultural or religious criteria, the City may by agreement with a society, church or other organization, reserve a section of the Cemetery to be used exclusively for the Interment of deceased members of such society, church or other organization.
19. Upon such agreement being made, no person shall be issued an Interment Rights Certificate for a Lot in a reserved section unless the application to the City to purchase an Interment Rights Certificate is accompanied by written confirmation from such society, church or organization stating that they or the person on whose behalf they may be acting is entitled to burial in the reserved section. All licenses issued and services rendered by the City pursuant to this section shall be subject to payment at the regular rates prescribed by the Fees and Charges By-law.

Sale by City

20. Subject to s. 20, the City may sell Interment Rights for lots for a fee prescribed by the Fees and Charges By-law.
21. The payment of all fees owed to the City shall be made directly to the City and not through a third party service provider.
22. Extra depth Interment rights shall no longer be sold by the Cemetery.
23. All persons purchasing Interment Rights are required to sign a contract, and provide a copy of government issued photo identification, with the Cemetery agreeing to follow all obligations of an Interment Rights holder and all policies, rules and regulations of the Cemetery and the Regulator.

Private Transfer of Interment Rights

24. Subject to s. 20, any person may transfer unused Interment Rights back to the City in accordance with the *Funeral, Burial and Cremation Services Act, 2002*.
25. The sale of Interment Rights in the Cemetery by anyone other than the City is prohibited. Unused Interment Rights may be transferred to another party without financial reimbursement by completing the transfer portion of an Interment Rights Certificate.
26. All private transfers of unused Interment Rights are subject to the Transfer of Interment Rights Fee prescribed by the Fees and Charges By-law. No transfer is recognized until the transfer portion of the Interment Rights Certificate is completed and received by the City.

Rights and Privileges

27. The purchase of Interment Rights in accordance with this by-law:
 - a. may be at any time prior to need or use; and
 - b. provides the purchaser with the right and privilege to:
 - i. the interment of human remains; and
 - ii. install monuments or markers, subject to the provisions of this by-law.
28. The purchase of Interment Rights in accordance with this by-law, does not permit the Interment Rights holder to:
 - a. resell or transfer any Interment Rights which have been used; or
 - b. sub-divide any Interment Rights.

Service Fees

29. The sale of Interment Rights by the City shall include:
- a. perpetual care and maintenance of the Cemetery grounds; ;
 - b. leveling of sunken Lots to grade; and
 - c. general upkeep of Lots conducted at the discretion of Cemetery staff.
30. The Fees and Charges By-law prescribes additional fees for:
- a. care and maintenance and Interment services where Interment Rightshave been sold without said provisions;
 - b. Interment fees; and
 - c. other requested services which are performed by Cemetery staff.

Allocation of Revenues

31. Revenue from the sale of Interment Rights shall be allocated to operating or reserve funds as described in the Fees and Charges By-law.

Part IV. Interment Procedures

Conditions Required Prior to Interment

32. Cemetery staff shall be in attendance at each Interment and Disinterment.

Conditions Required Prior to Interment

33. Prior to conducting any Interment, all of the following preconditions shall be meet:
- a. notice given to Cemetery staff at least eight business hours before theproposed Interment;
 - b. submission of the Burial Permit or Cremation Certificate to the City;
 - c. written confirmation of:
 - i. the name, place of birth, residence, age, date of death, and sexof the deceased;
 - ii. the name and address of the funeral director and the nearestrelative of the deceased; and
 - iii. the date, time and location of the Interment, entombment orinurnment.
 - d. payment of all fees and service charges owed to the City;
 - e. verification that all caskets, cement vaults/liners and urns will fit theInterment space provided; and
 - f. written authorization from the Interment Rights holder to proceed andconfirmation of Interment Rights by:
 - i. an Interment Rights Certificate, contract or deed indicating therightful owner of the Interment Rights; or
 - ii. where evidence of ownership is unavailable, a signed IntermentRights and Services contract, saving the City harmless from all subsequent claims from such Interment activity.
 - g. For Internment Rights in a reserved section, submission of written authorization from the society, church or other organization stating that the Interment is entitled to occur in the reserved section.

Adverse Conditions

34. Interment services shall be held in the Mausoleum Chapel where Cemetery

Staff determine that conditions outside are not suitable for conducting an Interment due to:

- a. weather or ground conditions;
- b. the time of year from the first day of December to the first day of April; and
- c. other conditions which risk the safety of persons or may cause damage to Cemetery property.

35. There shall be no additional fee for Interment services held in the Mausoleum Chapel.

Scattering of Cremated Remains

36. Prior to the scattering of cremated remains, any person or persons making such a request shall:
 - a. submit an application to scatter cremated remains to Cemetery staff;
 - b. agree, in writing, that the cremated remains are non-retrievable once properly scattered; and
 - c. pay the Scattering of Cremated Remains fee as prescribed by the Fees and Charges By-law.
37. Scattering of cremated remains shall be performed by or in the presence of Cemetery staff in Cemetery Scattering Gardens.

Funeral Services

38. The City shall provide a map of the route for funeral processions within the Cemetery.
39. Funerals which require Cemetery staff to work beyond their normal work hours will be charged an additional fee as prescribed by the Fees and Charges By-law.

Containers

40. Caskets or other like containers are mandatory, and when used in the Cemetery shall be constructed of at least 19.05 millimeters ($\frac{3}{4}$ inch) pine or a material of equal strength or a container constructed by a manufacturer with the sole purpose of containing deceased remains for an interment.
41. A cement vault or liner or other permanent container shall be required for:
 - a. all casket interments made in "Memorial Gardens;" and
 - b. all extra deep interments.
42. Cremated remains for inurnment in a Niche or crypt must be enclosed in a polypropylene plastic urn or an urn made of other durable materials.
43. Containers for the purpose of interments in the Natural Burials Section shall be simple unfinished wood construction or similar biodegradable material that meets or exceeds the conditions of clause 39 of this bylaw, and be constructed without the use of metal, plastic or other durable material that does not biodegrade in natural soil conditions;

Number of Interments Permitted

44. The maximum number of interments in any one lot shall be determined by the type of lot as follows:
 - a. regular Interment Lot:
 - i. 1 standard depth Interment and the Interment of 4 cremated remains;
 - ii. 1 double depth Interment only where a double depth interment sold previously is contractually binding by the

Interment Rights Certificate, 1 standard depth Interment and the Interment of 3 cremated remains; or

- iii. the Interment of 5 cremated remains.
- b. infant Lot:
 - i. the Interment of 1 infant.
- c. cremation Lot:
 - i. the Interment of 4 cremated remains.
- d. any Niche:
 - i. the number of urns which fit within the Niche to a maximum of 2.

Part V. Disinterment Procedures

Approval

- 45. prior to any disinterment the following written approvals must be submitted to Cemetery staff:
 - a. the Medical Officer of Health; and
 - b. for Internment Rights in a reserved section, from the society, church or other organization.
 - c. consent of the Interment Rights Holder.
- 46. All requirements under the Funeral, Burial and Cremation Services Act, 2002 must be met in order for a Disinterment to proceed.

Conduct

- 47. Unless otherwise ordered by the Medical Officer of Health, Disinterments shall be conducted as determined by Cemetery staff as weather permits between May 1 to October 31.
- 48. The removal of human remains, not contained in a permanent outer container, must be completed by a certified funeral director.

Provision of a Container

- 49. If the original Interment container is damaged during disinterment such that it is rendered unusable, the Interment Rights Holder must supply a new container at their expense.

Removal of Private Memorials

- 50. Any Marker or Upright Monument, designating the location of the Interment, shall be removed at the expense of the Interment Rights Holder, at the time of disinterment.

Part VI. Mausoleum Vault Regulations

Storage Duration and Restrictions

- 51. All bodies to be placed in the mausoleum vault for winter storage must be stored in a casket or like container constructed on all sides of at least 19.05 millimetre ($\frac{3}{4}$ inch) pine or alternate material of equal strength approved by Cemetery staff. Light duty containers are not accepted for mausoleum vault storage.
- 52. All bodies must be removed from the mausoleum vault by the first day of May each year, unless storage of bodies is otherwise approved by Cemetery staff.
- 53. Interment in Greenwood Cemetery of all bodies previously stored in a Mausoleum Vault shall:

- a. be made at a time determined by the Cemetery staff, in cooperation with the funeral director.
54. No body may be deposited in the vault from the first day of June to the first day of December unless it is enclosed in an air tight metallic casket or hermetically sealed zinc-lined box, and with the permission of Cemetery staff.
55. Cemetery staff may, at any time, direct the removal and interment in a single grave of any body stored in the vault if required by the condition of the body.
56. The bodies of persons dying from contagious diseases shall not be admitted to the vault and must be interred.

Storage Fees

57. All bodies stored in the mausoleum vault that will not be interred in the Cemetery will be subject to a fee prescribed by the Fees and Charges By-law unless an alternative agreement exists.

Part VII. Lot Decorations

Cut and Artificial Flowers

58. Placement of cut and artificial flowers shall only be permitted on Lots:
- a. in holders made of metal, plastic or other material which will not shatter;
 - b. up to a maximum of:
 - i. one holder on a single Lot, or
 - ii. no more than two holders on two or more Lots that do not exceed the lot dimensions.
59. Unsightly flowers shall be removed without notice from Lots by Cemetery staff.
60. The City is not responsible for lost, stolen or damaged lot decorations.

Wreaths and Arrangements

Arrangements which are secured to an Upright Monument and do not touch the ground are permitted at any time.

Flower Beds

61. Flower beds shall only be planted as follows:
- a. after the installation of an Upright Monument;
 - b. in beds not to exceed 30.5 cm from the Upright Monument;
 - c. in front of an Upright Monument; and
 - d. on the side(s) of an Upright Monument where Internment Rights are owned.

Shrubs

62. Small deciduous shrubs and dwarf evergreen trees shall only be planted:
- a. with prior approval of the proposed planting plan including planting method and plant material;
 - b. with an approved supplies and services contract;
 - c.
 - d. on a Lot with an Upright Monument, with a maximum of one shrub on either side.
 - e. All planting costs are borne solely by the Internment Rights Certificate holder;

63. Unauthorized shrubs shall be removed without notice.

Structures and Objects

64. Copings, fences, benches, steps and other structures are prohibited and shall be removed by Cemetery staff without notice at a cost to the Interment Rights Certificate holder.

65. Any structures built on any lot previous to the adoption of these regulations, which have become unsightly by reason of neglect or age, shall be removed.

66. The following objects are prohibited and shall be removed without notice:

- a. candles, lamps and other flammable items; and
- b. flower pots, containers and decorations made of glass, ceramic, crockery or other material which may shatter.

Other Decorations

67. Any other decorations or objects which have not been specifically approved by Cemetery staff are not permitted and shall be removed at the expense of the Interment Rights Holder.

Special Provisions – Greenwood Gardens

68. Greenwood Gardens, Ranges 44 and 44A are designated as the Natural Burials Section, subject to conditions of Appendix B.

Special Provisions – Northwest Extension

69. The following Lot decoration provisions shall apply to the Northwest Extension:

- a. Ranges 40 and 41 lots 3 to 32 are designated as the Jewish Section under agreement
Ranges 38 and 39 lots 3 to 32 are designated as the Muslim Section under agreement

Part VIII. Memorialization

General

70. Flat Markers, foundations and bronze plaques shall only be installed or moved in accordance with this by-law by Cemetery staff after all service charges have been paid by the Interment Rights Certificate holder.

71. Contractors may install or remove an Upright Monument with permission from Cemetery staff and the Interment Rights holder.

72. All Markers shall conform to the specifications in schedule A of this by-law.

73. All cremation Niches must be memorialized with bronze plaques approved by Cemetery staff.

Permitted Locations and Placement

74. Upright Monuments shall only be permitted on a full size casket Lot with the exception of Memorial Gardens B.

75. Where permitted, only one Upright Monument shall be placed on a Plot.

76. Upright Monuments must be placed where designated unless written permission is given by Cemetery staff for an alternative placement. Unauthorized Markers will be removed at the expense of the Interment Rights holder.

77. Upright monuments are not permitted in the Natural Burials Section, Greenwood Gardens Ranges 44 and 44A.

Special Provision – Memorial Gardens Block 'B'

78. Only flat markers are permitted in the Memorial Gardens Block "B" subject to

the specifications in schedule A of this by-law.

Existing Upright Monuments

79. Where part of a Cemetery Plot is sold with an existing Upright Monument:
- a. future Interments may only use a Flat Marker up to a maximum of two flat markers per lot; or
 - b. an agreement must be reached with the Interment Rights Holder to use the existing Upright Monument.

Marker Dealers and Manufactures

80. No Upright Monument shall be delivered to the Cemetery until the foundation is completed.
81. Prior to the construction of the foundation, Cemetery staff must be provided with the following:
- a. the exact measurements of the Marker base; and
 - b. at least of fifteen days advance notice of the proposed date of installation.
 - c. Foundations shall be allowed to cure for 48 hours prior to the placement of a monument on the foundation;

Care and Maintenance Contribution

82. Where installed in the Cemetery, the following are subject to a Care and Maintenance Fee in accordance with the Fees and Charges By-law:
- a. any Upright Monument; or
 - b. any Marker over 436.9 sq. cm.

Monument Safety and Upkeep

83. Interment Rights Holders shall keep all Upright Monuments safe and free of damage.
84. Where Cemetery staff have determined that a Monument is in disrepair or unsafe and notified the Interment Rights Holder in writing:
- a. the owner must complete the repair within three months; or
 - b. Cemetery staff will complete the repair at the expense of the Interment Rights Holder.
85. Some wear and tear is expected on monument bases and flat marker edges due to normal groundskeeping practices. Bases and flat marker margins should be rough cut to limit the appearance of wear marks;
86. Cemetery Staff will take reasonable precautions to protect the property of Interment Rights holders;
87. The City of Owen Sound assumes no liability for the loss or damage to any monument save and except where it is determined that the damage occurred as a result of negligence in the performance of duties by Cemetery Staff;

Part IX. Contractors

Requirements

88. Every contractor entering the Cemetery for business purposes shall:
- a. provide proof of coverage under the *Workers' Compensation Act* and their Workers' Compensation Number to the City;
 - b. carry a minimum two million dollar liability insurance and provide the policy number and name of the Insurance Company to the City;

- c. comply with the service contract with the Cemetery, where applicable;and
- d. have the permission of holder of Interment Rights as required.

Responsibilities

- 89. The demeanour and behaviour of all contractors and their employees shall be consistent with all of the Cemetery rules outlined in Part 2 of this By-law.
- 90. Workers shall cease all work in the immediate vicinity of a funeral service, while the service is being performed.
- 91. Contractors shall be held responsible for any damage to Lots, Monuments or other property resulting from their work.

Working Time Restrictions

- 92. Contractors may only enter the Cemetery for business purposes between 7:30 am and 4:00 pm, Monday to Friday.
- 93. No contractor shall begin work that cannot be completely finished before the weekend, including cleanup, without written permission from Cemetery staff.

Part X. Enforcement

Penalty

- 94. Any person, organization or business who contravenes the provisions of this by-law is guilty of an offense and, upon conviction, is subject to the penalty set out in the *Funeral Burial Cremation Services Act, 2002*, or the *Provincial Offences Act*.

Part XI. Conflict and Transition

Conflict

- 95. In the event the provisions of this by-law are inconsistent with the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, its Regulations or any other Act, the provisions of the Act or Regulation shall prevail.

Terms Severable

- 96. The terms and provisions of this by-law shall be severable and should any term or provision be found by a court of competent jurisdiction to be legally unenforceable, in operative or invalid, the remainder of the by-law shall continue to be in full force and effect.

Repeal

- 97. By-law Number 2014-21 is hereby repealed.

Enactment

- 98. This by-law shall come into full force and effect upon the final passing thereof and receipt of approval from the Ministry of Consumer Services of Ontario and receipt of approval of short form wording under the *Provincial Offences Act*.

FINALLY PASSED this ____ day of September, 2022..

Ian C. Boddy, Major

Kristen M. Van Alphen, City Clerk