



Municipal Works Cemetery Services



By-Law # 2021 - 13
Effective: February 1, 2021

CITY OF NIAGARA FALLS**By-Law No. 2021 – 13**

A by-law to establish rules and regulations for the City of Niagara Falls municipal cemeteries.

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

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

AND 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;

AND WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, authorize The Corporation of the City of Niagara Falls 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;

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

AND WHEREAS the *Municipal Act, 2001*, further authorizes The Corporation of the City of Niagara Falls, amongst other things, to delegate its authority;

THE COUNCIL OF THE CORPORATION OF THE CITY OF NIAGARA FALLS ENACTS AS FOLLOWS:

1. DEFINITIONS

- 1.1 “Act” shall mean the *Funeral, Burial and Cremation Services Act, 2002*, (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” is a requirement under the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) and Ontario Regulation

30/11 and 184/12 (O. Reg. 30/11 & 184/12) that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

- 1.4 “Cemetery” shall mean land(s) set aside 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 Niagara Falls.
- 1.7 “Columbarium” means a structure designed for the purpose of interring cremated human remains in Niches or compartments.
- 1.8 “Contract” means the written form of agreement that is required to purchase Interment Rights and which details the obligations of both parties and acceptance of this Cemetery By-law. For purposes of these by-laws, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List/Fee Schedule.
- 1.9 “Council” shall mean the Municipal Council of The Corporation of the City of Niagara Falls.
- 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 Cemetery 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 in a Lot.
- 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 rights, the person named in the certificate of interment 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 a 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 of the Cemetery, as approved by the Bereavement Authority of Ontario.
- 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 remains over a designated area within a Cemetery with the knowledge and permission of the Manager of Cemetery Services, and in keeping with this Cemetery By-law.
- 1.28 "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.
- 1.29 "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 Hours of Operation

- 2.1 The Cemetery shall be open to conduct business as follows:
- 2.1.1 Office Hours: Monday - Friday, 8:00 a.m. to 4:00 p.m.;
- 2.1.2 Interment Hours: Monday - Saturday, 9:00 a.m. to 3:00 p.m.; and
- 2.1.3 Sundays and Holidays (Office and Interments): 10:00 a.m. to 2:00 p.m., strictly by appointment.

Payments and Fees

- 2.2 Cemetery fees are as 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 Fairview Cemetery.
- 2.5 A fee will be charged for the exchange or Transfer of Interment Rights pursuant to this By-law.
- 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 2.1.2, 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, acting as agents on behalf of Niagara Falls Cemetery Services, shall be 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 Cemetery Services who shall, with the assistance of such other employees and contractors of the City as required, perform the following duties:
 - 2.13.1 observe and undertake all of the provisions and requirements of this By-law and the Act;
 - 2.13.2 attend to the regular and proper administration, maintenance and operation of the Cemeteries; and
 - 2.13.3 perform such other duties as may, from time to time, be required.

General Conduct

- 2.14 The City shall operate, manage and maintain the Cemeteries.
- 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 Cemetery Services or their designee), 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 Cemetery Services, 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 Cemetery Services intends to exercise the authority to correct errors described above in section 2.18 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 Cemetery Services or their designee, 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 2.20 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 Cemeteries except through an established entrance.
- 2.24 No person shall enter or be within any Cemetery before dawn or after sundown.
- 2.25 Sections 2.24 and 2.25 do not apply to members of any police service, fire service or other emergency service 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 Cemeteries 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 Cemetery Services.
- 2.29 No person shall discharge any firearms on Cemetery property, except at military funerals.
- 2.30 No person shall bring any alcoholic beverages upon Cemetery property.

- 2.31 No person shall solicit work of any kind upon Cemetery property.
- 2.32 All visitors shall be fully clothed at all times.
- 2.33 All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By-Law Amendments

- 2.34 The Cemetery shall be governed by this By-law, and all procedures will comply with the Act and Ontario Regulation 30/11, and any amendment or replacement thereof.
- 2.35 This By-law and any amendments thereto are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).
- 2.36 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.
- 2.37 **All by-law amendments must be:**
 - 2.37.1 Published once in a newspaper with general circulation in the locality in which the cemetery is located;
 - 2.37.2 Conspicuously posted on a sign at the entrance of the cemetery;
 - 2.37.3 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; and
 - 2.37.4 All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA and BAO.

Liability

- 2.38 The Manager of Cemetery 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 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.
- 2.40 Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain an electronic and/or written public register that is available to the public during regular office hours.

Pets or Other Animals

- 2.41 No person shall permit an animal/pet to enter or remain in a 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. 2019-35.
- 2.42 No person shall bury the remains of an animal in a Cemetery.

Vehicular and Pedestrian Traffic

- 2.43 When operated within a Cemetery, motor vehicles shall travel exclusively over or upon the paved roadways of a Cemetery.
- 2.44 Motor vehicles shall not be operated within a Cemetery at a speed greater than twenty (20) kilometers per hour.
- 2.45 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 a Cemetery, shall be ridden, used or operated exclusively upon or over the paved roadways of the Cemetery.
- 2.46 When walking, jogging or running within a Cemetery, pedestrians shall walk, jog or run exclusively upon or over the paved roadways of the Cemetery.
- 2.47 All-terrain vehicles or snowmobiles may not be operated within a Cemetery for the purpose of amusement.
- 2.48 Any person travelling through a Cemetery must obey the instructions of City Staff and any traffic signs posted or erected by the City.

Right to Re-Survey and Re-Configure

- 2.49 The City may, at any time, re-survey, enlarge, diminish, re-plot, 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.

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 Cemetery 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 Cemetery 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 rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
- 3.2 Purchasers of Interment Rights acquire only the right to direct the Interment of human remains and the installation of Monuments, Markers and inscriptions, subject to the conditions set out in this Cemetery By-law. In particular, without limiting the generality of the foregoing, an Interment Right is not any form of real property right.
- 3.3 Upon payment in full, the City shall provide each purchaser of Interment Rights with:
- 3.3.1 a copy of the BAO's Consumer Information Guide;
 - 3.3.2 a copy of the Cemetery By-law; and
 - 3.3.3 a Certificate of Interment Rights or Scattering rights.
- 3.4 In accordance with this Cemetery By-law, no Interment, 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 or Scattering 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 then current Fee Schedule.
- 3.8 An Interment Rights Holder wishing to resell their Interment Rights must first advise the Manager of Cemetery Services of their intention, prior to seeking a third party buyer for their Interment Rights. The City (i.e. Manager of Cemetery Services) reserves the first right of refusal to repurchase the Interment Rights.
- 3.9 Only the Interment Rights Holder will be permitted to resell and/or transfer Interment Rights. In the cases of Transfer by Will or bequest, the Manager of Cemetery 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 notices 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.

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

- 3.13 If an Interment or Scattering has not taken place, the purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights Contract, by providing written notice of the cancellation to the Manager of Cemetery Services.

- 3.14 The Manager of Cemetery 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

- 3.15 Upon receiving written notice of cancellation from the purchaser of the Interment Rights, the Manager of Cemetery 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.
- 3.16 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 Cemetery Services, along with the written notice of cancellation.
- 3.17 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 after thirty (30) Day Cooling-Off Period

- 3.18 Unless the Interment Rights have been exercised, the purchaser retains the right to cancel the Contract or resell the Interment Rights.
- 3.19 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.
- 3.20 Any resale of the Interment Rights shall be in accordance with the requirements of this Cemetery By-law and in keeping with the Act.
- 3.21 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 Cemetery Services.
- 3.22 The City reserves the first right of refusal to repurchase the Interment Rights.

Resale of Interment Rights to a Third Party

- 3.23 An Interment Rights Holder must first offer the Interment Rights to the City. If the City does not wish to repurchase the Interment Rights, the Interment Rights may be sold privately to a third party for no more than

the current price listed on the Cemetery price list, as long as the sale or Transfer is conducted through the City (i.e. Cemetery Services) and the purchaser meets the qualifications and requirements as outlined in the City's Cemetery By-law.

- 3.24 The Interment Rights Holder intending to sell his or her right shall provide the following documents to the City, so that the Manager of Cemetery Services can confirm the ownership of the right and provide the Third Party Purchaser with the required Certificate, etc.:
 - 3.24.1 an Interment Rights Certificate endorsed by the current rights holder;
 - 3.24.2 a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available; and
 - 3.24.3 any other documentation in the Interment Rights Holder's possession relating to the rights.
- 3.25 The Third Party Purchaser will be provided with the following documents by the Manager of Cemetery Services:
 - 3.25.1 an Interment Rights Certificate endorsed by the current Interment Rights Holder;
 - 3.25.2 a copy of the Cemetery's current By-law;
 - 3.25.3 a copy of the Cemetery's current Fee Schedule;
 - 3.25.4 a copy of the BAO's Consumer Information Guide;
 - 3.25.5 a written statement of the number of Lots that have been used in the Plot and the number of Lots that remain available; and
 - 3.25.6 any other documentation in the Interment Rights Holder's possession relating to the rights.
- 3.26 The Manager of Cemetery Services will:
 - 3.26.1 require a statement signed by the Interment Rights Holder selling the Interment Rights, acknowledging the sale of the Interment Rights to the Third Party Purchaser;
 - 3.26.2 require confirmation that the person selling the Interment Rights is the person registered on the Cemetery records and that he or she has the right to resell the Interment Rights;

- 3.26.3 record the date of Transfer of the Interment Rights to the third party;
 - 3.26.4 require the name and address of the Third Party Purchaser; and
 - 3.26.5 issue a statement of any money owing to the City in respect to the Interment Rights.
- 3.27 Once the endorsed Certificate and all required information has been received from the Interment Rights Holder, and full payment has been received by the City, the Manager of Cemetery Services will issue a new Interment Rights Certificate to the Third Party Purchaser.
 - 3.28 Upon completion of the above listed procedures, and upon the issuance of the new Interment Rights Certificate, the Third Party Purchaser or transferee(s) shall be considered the current Interment Rights Holder of the Interment Rights, and the resale or Transfer of the Interment Rights shall be considered final in accordance with this Cemetery By-law and the Act.
 - 3.29 The Third Party Purchaser will be required to pay an administration fee for the issuance of a duplicate Certificate in accordance with the current Cemetery Fee Schedule.

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 Twenty-Five Dollars (\$25.00) 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 this 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, purchased before 1955, a contribution (as outlined in the Cemetery Fee Schedule) to the Care and Maintenance Fund will be collected at the time of each interment.

4. INTERMENTS, INURNMENTS, SCATTERING AND DISINTERMENTS

Interments, Inurnments and Scattering

- 4.1 The Interment Rights Holder must provide written authorization prior to an Interment 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:
 - 4.2.1 spouse of the deceased;
 - 4.2.2 children of the deceased (if more than one child, all must agree);
 - 4.2.3 grandchildren of the deceased if no child is living (if more than one grandchild, all must agree); and
 - 4.2.4 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:
 - 4.3.1 the father of the deceased;
 - 4.3.2 the mother of the deceased;
 - 4.3.3 the brothers and/or sisters of the deceased;
 - 4.3.4 the grandparent or grandparents of the deceased; and
 - 4.3.5 the uncles, aunts, nephews, nieces and great grandparents of the deceased.
- 4.4 A Burial Permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Cemetery Office prior to an Interment taking place. A Certificate of Cremation must be submitted to the Cemetery Office prior to the Interment of cremated remains or Scattering of cremated remains taking place.
- 4.5 Where the party requesting the interment activity is unable to provide evidence of ownership, the Manager of Cemetery Services may require the party requesting the interment to sign a waiver saving the City harmless from all subsequent claims from such interment activity.

- 4.6 In accordance with the Act, the purchaser of Interment Rights must enter into a Cemetery Contract, providing such information as may be required by the Manager of Cemetery Services for the completion of the Contract and the public Register, prior to each Interment of human remains, or each Scattering of cremated human remains.
- 4.7 Interments shall take place only if weather and ground conditions permit, in the sole discretion of the City.
- 4.8 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.
- 4.9 Unless otherwise approved by the Manager of Cemetery Services, the City shall be given at least three (3) days' (72 hours) notice for ordering the opening of an Interment (in-ground or Niche) of human remains or Scattering of cremated human remains.
- 4.10 The opening and closing of Lots or the Scattering of cremated remains may only be conducted by Cemetery Staff or those designated to do work on behalf of the Cemetery.
- 4.11 A Scattering rights Contract must be completed and the payment of the Scattering fee must be received before the Scattering of cremated human remains can take place.
- 4.12 Once scattered, cremated remains cannot be retrieved.
- 4.13 All funerals within the Cemeteries shall be under the jurisdiction of the Manager of Cemetery Services. No funeral service shall be held and no interment, inurnment or scattering shall be made in Cemeteries on Nationally designated holidays unless ordered by the Medical Officer of Health or otherwise approved by the Manager of Cemetery Services.
- 4.14 Neither the City nor the Manager of Cemetery Services or 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.
- 4.15 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.
- 4.16 No unauthorized person shall sod or move Corner Posts or Lot Markers.
- 4.17 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.

- 4.18 No interment equipment, except that provided by the City, shall be used, except that where burial vaults and liners are used, same shall be installed by a supplier who shall use his 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

- 4.19 Only one (1) full casket Interment per casket Lot is allowed.
- 4.20 Extra depth or double depth Interments are not permitted in any Cemetery unless otherwise permitted by the Manager of Cemetery Services. In the event of a double depth Interment, the use of a vault/liner/container is strongly recommended on the first interment.
- 4.21 Up to four (4) cremated human remains may be interred in a ***Cremation Plot***.
- 4.22 Up to five (5) cremated human remains may be interred in an adult single Lot if no full body Interment takes place.
- 4.23 Up to four (4) cremated human remains may be interred on top of an already existing full body Interment.
- 4.24 Only one (1) cremated human remains interment is permitted on top of an already existing full body Interment in a Veteran Lot.

Scattering

- 4.25 Scattering shall take place within the confines of the "Remembrance Garden" and "Memorial Woods" Scattering areas at Fairview Cemetery unless otherwise approved by the Manager of Cemetery Services. Cremated human remains shall be scattered or placed in the ground without the use of urns or containers of any kind.
- 4.26 No person shall place, install or otherwise locate a Monument, urn, Marker or other object, other than cremated human remains, within the "Remembrance Garden" or "Memorial Woods".

Disinterment

- 4.27 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 Cemetery Services.

- 4.28 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.
- 4.29 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.
- 4.30 Funeral Directors are responsible for the scheduling of all disinterments 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.
- 4.31 A certificate from, and/or notification to, the local Medical Officer of Health is not required for the removal of cremated remains.
- 4.32 Any flush or upright Markers or Monuments designating the location of an interment shall be removed from the Interment site at the time a disinterment is made. The expense shall be borne by the Interment Rights Holder.
- 4.33 In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin as per *FBCSA*, Section 102.1. Unless otherwise ordered by the Coroner's Office, the disinterment of human remains shall only be performed between May 1st and November 1st of each year and when conditions, in the opinion of the Manager of Cemetery Services, are suitable to guarantee that a safe removal can take place.

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 By-law 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.
- 5.3 No Monument, footstone, Marker or memorial of any description shall be placed, moved, altered, or removed, without permission from the Manager of Cemetery Services.

- 5.4 The Manager of Cemetery Services will take reasonable precautions to protect the property of Interment Rights Holder, but it assumes no liability for the loss of, or damage to, any Monument, Marker, or other structure, or part thereof.
- 5.5 The regulations governing Monuments and Markers shall be as set out in Schedule "B" to this By-law.
- 5.6 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.
- 5.7 Should any Monument or Marker present a risk to public safety because it has become unstable, the Manager of Cemetery 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 Cemetery 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 Cemetery 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, and the Interment Rights Holder and/or Monument/Marker retailer have been notified by the Manager of Cemetery Services.
- 5.11 Minor damage 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 April 30th and November 1st, unless the installation of an individual Marker is expressly approved in writing by the Manager of Cemetery 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.

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 Cemetery 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.
- 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 The City reserves the right to inscribe all Niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- 6.6 Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30th of each year, failing which the City will have them removed.
- 6.7 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

- 6.8 Neither the City nor City Staff shall be responsible for any damage or removal of plant materials.
- 6.9 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.
- 6.10 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 Cemetery Services.
- 6.11 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.
- 6.12 The Flower Bed Standards and Regulations shall be as set out in Schedule "C" to this By-law.
- 6.13 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 Cemetery 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 (any or all may apply depending on your specific operation):

- 7.5.1 WSIB coverage;
 - 7.5.2 Occupational Health and Safety compliance standards;
 - 7.5.3 Environmental Protection;
 - 7.5.4 WHMIS; and
 - 7.5.5 Evidence of liability insurance of not less than Five Million Dollars (\$5,000,000).
- 7.6 This Cemetery 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, weekends or statutory holidays, unless approval has been granted by the Manager of Cemetery 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 Cemeteries, whether as Monument dealers, vault suppliers, funeral directors, etc., are subject to the direction and control of the Manager of Cemetery Services.
- 7.15 Any person working without the permission or authorization of the Manager of Cemetery 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. GREEN/NATURAL BURIAL SECTION(S)

- 9.1 Green/Natural Burial Site: the green/natural burial section of the cemetery has been designed and implemented in a way that demonstrates regard for the natural state of the earth, landscape and accompanying elements. Each green/natural Interment Lot allows for one interment right for human remains.
- 9.2 The Body: the deceased must be free from embalming solutions.
- 9.3 Grave Opening Preparation: graves are identified only by a numbered marker. Cemetery Services will take all reasonable precautions to open the grave in the least disturbing manner to the surrounding environment. Graves will not be dressed with decorative cemetery greens unless a request is made for this service. Cemetery Services will provide a rough cut (i.e. wildflowers and grasses cut no lower than ten inches from the ground) pathway to the grave.
- 9.4 Casket or Container for Full Body Interment: the casket, shroud or representative container specified for Interment of human remains shall be;
 - 1. Composed of sustainable and fully biodegradable fibers or materials.
 - 2. Free of non-biodegradable resins, glues or bonding agents.
 - 3. Composed of interior finishing fabricated from biodegradable fibers or materials.
 - 4. Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable.
 - 5. Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material.
 - 6. Free of

any memento, article or personal belonging that is composed of non-biodegradable materials. 7. Fashioned to include a supportive bottom that is stable and strong enough to be transported and placed on a grave set-up lowering device. The supportive bottom must be similarly made from sustainable and biodegradable materials.

- 9.5 Container for Cremated Remains Interment: the representative container specified for burial of cremated human remains shall be; 1. Composed of sustainable and fully biodegradable fibers or materials. 2. Free of non-biodegradable resins, glues or bonding agents. 3. Composed of interior finishing fabricated from biodegradable fibers or materials. 4. Free from high gloss finish lacquers, paints or prepared surfaces that are non-biodegradable. 5. Free of any interior liner, bag or wrapping that is fabricated from a non-biodegradable material. 6. Free of any memento, article or personal belonging that is composed of non-biodegradable material.
- 9.6 Containers: in addition, interment containers said to be of primary composition of plywood, particleboard or any other non-sustainable/non-biodegradable materials are prohibited from use in the green/natural burial section. The Manager of Cemetery Services, or authorized representative, will have ultimate decision on approval of a casket, shroud or representative container for an interment in a green/natural burial section.
- 9.7 Interment Process: the interment will take place as a direct Interment. Cemetery Services will lower the interment container into the earth by means of a standard lowering device. Earth will be either available on site or brought grave side to complete the interment. Efforts will be made to return the same earth back into the grave as was excavated.
- 9.8 Witnessing the Interment: the Manager of Cemetery Services may limit the number of witnesses to an interment service in the green/natural burial section due to any reason of preserving the environmental sanctity or health and safety of those persons attending the interment. All attendees will be under the supervision of Cemetery Services during the interment proceedings.
- 9.9 Unrecoverable Status: interred human remains or cremated human remains shall be considered non-recoverable from the interment date, and Cemetery Services shall have no obligation to recover the remains unless ordered by the provisions of legislation, regulation or court document. In the case of the Cemetery Services being ordered to recover human remains or cremated human remains, the Manager of Cemetery Services will hold the authorizing party accountable for all fees associated with the work performed.

- 9.10 Re-establishing the Burial Site: the burial site will be allowed to naturally settle over time. The earth will be over-seeded with a recognized wildflower seed mix after the interment process is completed and thereafter with re- establishment of soil grade levels through the natural settlement process. Where possible, native trees and shrubs will also be planted. At the discretion of the Manager of Cemetery Services, families may request for a native “Memorial Tree” to be planted on, or near to the lot.
- 9.11 Memorialization: for green/natural burial, the practice of individual memorialization will not be permitted. A communal memorial stone that is sourced naturally will be used to establish simple inscriptions. All inscriptions must be approved by the Manager of Cemetery Services, or authorized representative, before being inscribed on the communal memorial stone. Each inscription will follow sequentially with one line provided for the name of the deceased and one line for the year of birth/death of the deceased. No emblems or design elements will be inscribed beyond the name and dates named above. Every inscription will be uniformly directed by the Manager of Cemetery Services in regard to lettering size, font and occupied space. All inscriptions will be processed by Cemetery Services in terms of timing of work, establishing the contractor used to perform the work and fees for service.
- 9.12 Keeping a Clear Site: no other memorials, flowers, articles or personal effects may be left behind at the green/natural burial section. Any said flowers, articles or personal effects found in the green/natural burial section will be removed and stored by Cemetery Services for collection. If not collected, it will be disposed of after thirty (30) days. Cemetery Services retains the right to limit access to pedestrians or vehicles into the green/natural burial section in keeping of the environmental sensitivities within the site.
- 9.13 Maintenance of the site: no regular maintenance will be performed on the green/natural burial site. The wild flower mix may be mowed, or a prescribed burn may be implemented, to control the invasion of non-native species and promote the health of native species. The site will be left to naturally evolve and develop with minimum disturbances. Native trees and shrubs may be planted at the discretion of the Manager of Cemetery Services. No watering or fertilizing will take place of the seeded areas. The Manager of Cemetery Services will have ultimate authority to manage, maintain and alter the interment areas, communal memorial stone and pathways at his/her sole discretion.

10. REPEAL AND EFFECTIVE DATE

10.1 By-law Nos. 2016-24 and 2016-76 of The Corporation of the City of Niagara Falls are hereby repealed.

10.2 This By-law, upon approval by City Council and the Registrar of Funeral, Burial and Cremation Services Act, 2002, shall take effect on February 1, 2021.

11. GENERAL

11.1 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.

Read a first, second, third time and passed. Signed and sealed in open Council this 19th day of January, 2021

.....
William G. Matson, City Clerk

.....
James M. Diodati, Mayor

Schedule A

Municipal Cemeteries Inventory

Municipal Cemeteries Inventory

The City of Niagara Falls administers, operates and maintains a number of 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 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
All Saints Church Cemetery	Robinson St. & Grey Ave.
Fairview Cemetery	Stanley St. & Morrison St.
Lundy's Lane Cemetery	Lundy's Lane & Montrose Rd. (lot 132)
Stamford Green Heritage Columbarium (Old St. John's Anglican Church)	Portage Rd. & Brooks St.
Stamford Presbyterian Burial Grounds	St. Paul St. & Brock St.
Willoughby United Congregational Church Cemetery	Sauer Rd. & Ort Rd.

SEMI-ACTIVE CEMETERIES

CEMETERY NAME	LOCATION
Drummond Hill Cemetery	Buchner Place at Drummond Rd.
Willoughby United Congregational Church Cemetery	Sauer Rd. & Ort Rd.

NON-ACTIVE CEMETERIES

CEMETERY NAME	LOCATION
Byer Burial Ground	Bossert Rd. at Niagara Pkwy. (lot 8, conc. 1)
Dell Cemetery	Rexinger Rd. at Willodell Rd. (lot 7, conc. BF)
Gonder Burial Ground	Willoughby Dr. at Sherk Rd. - across Miller Creek (lot 6, conc. 1)
Lampman Burial Plot	Garner Rd. at Shriners Creek
Lapp Cemetery	Detenbeck Rd. at Niagara Pkwy (lot 11, conc. 1)
Lundy's Lane United Church Cemetery	Lundy's Lane & Lowell Ave.
Lutz Burial Ground	Miller Rd. at Niagara Pkwy (lot 15, conc. 1)
Lyon's Creek Cemetery	Old Lyon's Creek Rd. & Schisler Rd. (lot 2, conc. 4)
McCredie (Misoner) Burial Plot	McCredie Rd. at Willodell Rd. (lot 13, conc. 7)
Miller (1) Cemetery	9841 Niagara Pkwy (lot 17, NPC Sew. Rd. 26)
Miller (2) Burial Ground	Montrose Rd. at Ridge Rd. (lot 1, conc. 7)
Willick Burial Ground	Detenbeck Rd. & Sodom Rd. - near Willoughby Town Hall (lot 11, conc. 3)
Redmond Burial Ground	Lundy's Lane & Hanan Ave.
Young Cemetery	Grassy Brook Rd. at McKenny Rd. (lot 10, conc. BF)

Schedule B

Monument and Marker Procedures and Regulations

Monument and Marker Procedures and Regulations

1. A maximum of one Monument per Lot shall be erected within the designated space on any Lot, unless otherwise approved by the Manager of Cemetery 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 Cemetery 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 Cemetery Services.
6. Foundations shall only be constructed between April 1st and November 1st of each year, unless otherwise ordered by the Manager of Cemetery 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 four inches (4 in.).
9. All Monuments, bases and Markers must be made of granite or bronze unless otherwise approved by the Manager of Cemetery Services or 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 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 Cemetery Services or their authorized representative.
18. The following provide the *maximum* dimensions for Monuments and Markers that are allowed in Niagara Falls Municipal Cemeteries:

Lot / Plot Size	Accepted Monuments (Confirm Location)	Maximum Base Size	Maximum Monument Size
Single Cremation Lot (One Urn)	Flat Marker	No Base	14x12x04
Double Cremation Lot (Two Urns)	Flat Marker	No Base	24x14x04
Cremation Plot (Four Urns)	Flat, Pillow, Bevel, Upright (Confirm For Location)	34x14x08	30x08x30
Infant Lot	Flat, Pillow, Bevel, Upright (Confirm For Location)	34x14x08	30x08x30
Adult Single Lot	Flat, Pillow, Bevel, Upright (Confirm For Location)	34x14x08	30x08x30
Adult Double Plot	Flat, Pillow, Bevel, Upright (Confirm For Location)	60x16x10	54x10x50
Adult Triple Plot	Flat, Pillow, Bevel, Upright (Confirm For Location)	90x16x16	84x10x50

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 eighteen inches (18 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 eighteen inches (18 in.) in front of the Monument and the width must allow for 6 inches of turf to the Lot edge/boundary.
 - c. Cremains Lot 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 natural stone or concrete, measuring no higher than three inches (3 in.) above the ground, will be allowed to enclose a flower bed.
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. The border shall not extend past the designated dimensions of the flower bed and shall be no higher than three inches (3 in.) above the ground.
6. Hanging baskets may be placed flush to a Monument, but shall not extend past the flower bed dimensions.
7. Flowerbeds must be cleared of tender plants prior to September 30th of each year.
8. All baskets, clay pots or other receptacles must be removed from the Cemetery no later than November 30th of each year.
9. Memorial wreaths and/or seasonal decorations may be placed in the Cemetery on or after November 30th of each year.
10. Wreaths and/or seasonal decorations must then be removed annually no later than April 1st. Those not removed by April 1st will be removed and disposed of by the City without notification.

11. 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.
12. 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.
13. Vases, urns and flower stands not properly cared for and not filled with plants by June 30th 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.
14. Potted plants and planters are permitted within the allotted garden area.
15. Only artificial flowers may be placed in Columbarium Niche vases, and they must not extend past the height and width of the Niche. All other ornaments and/or decorations, as well as deteriorating artificial flowers, will be removed by City staff without notification.
16. 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.