



BY-LAW 2012-xxx

A by-law to establish rules and regulations for
City of Markham Cemeteries

WHEREAS on July 1, 2012 the *Cemeteries Act*, R.S.O. 1990, c.4 was repealed and replaced by the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33;

AND WHEREAS subsection 53(7) of the *Funeral, Burial and Cremation Services Act*, 2002 S.O. 2002, c.33 (the "Act"), and section 85 of Ontario Regulation 30/11 under the Act, authorizes The Corporation of the City of Markham to act as the trustee for care and maintenance money, fund or account for cemeteries;

AND WHEREAS section 11 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, confers the power to a municipality to pass by-laws with respect to services and things that the municipality is authorized to provide;

AND WHEREAS it is necessary to update the rules and regulations for City of Markham Cemeteries to be compliant with the Act;

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

1. Short Title

1.1 This By-law may be called the "Markham Cemetery By-law."

1.2 Schedule "A" shall form part of this By-law.

2. Definitions

2.1 In this By-law:

"**Act**" means the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, Chapter 33, as amended, and the Regulations thereto.

"**Adult Lot**" means a Lot the size of which is sufficient for the Interment of a casket as designated on the cemetery Plan.

"**Board**" means the Markham Cemetery Board, an advisory board appointed by Council to provide strategic and planning-oriented advice and public input into the operation of Cemeteries, as required.

"**By-law**" means this By-law being the rules and regulations under which the Cemeteries operate.

"**Care and Maintenance Fund**" means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of Markham Cemeteries.

"**Cemetery**" means each cemetery operated by the City of Markham as set out in Schedule "A".

"**Certificate of Interment Rights**" means the certificate issued by the City to the purchaser of Interment Rights, once Interment Rights have been paid in

full, which specifies the ownership of the interment rights and any memorialization options.

"**City**" means The Corporation of the City of Markham.

"**Clerk**" means the City Clerk or his/her successor or designate.

"**Contractor**" means the person(s) appointed by the Clerk to administer the Cemeteries, and sell Interment Rights.

"**Cremation Lot**" means a Lot the size of which is sufficient for the Interment of only one or two urns containing cremated remains, as designated on the cemetery Plan.

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

"**Interment Rights**" means the right to require or direct the interment of human remains in a Lot.

"**Interment Rights Holder**" means a person with the Interment Rights with respect to a Lot.

"**Lot**" means an area of land in a cemetery containing, or set aside to contain human remains, including cremated human remains, and includes a tomb, crypt or compartment in a mausoleum, columbarium or niche wall.

"**Marker**" means any memorial, upright marker, tombstone, pillow marker, flat marker, plaque, headstone, cornerstone, or any other structure or ornament affixed to or intended to be affixed to a Lot.

"**Plan**" means the geographic plans of each Cemetery, approved by the Registrar.

"**Plot**" means two or more Lots in respect of which the rights to inter have been sold as a unit.

"**Price List**" means the tariff of rates for cemetery services and supplies maintained in accordance with the Act.

"**Registrar**" means the Registrar appointed under the Act.

"**Repurchase Price**" means the price set out in the Price List applicable at the time of repurchase less the amount paid by the Interment Rights Holder into the Care and Maintenance Fund, or the predecessor of such fund, in respect of Interment Rights, all in accordance with the Act.

"**Third Party Purchaser**" means any person who purchases Interment Rights upon resale, in accordance with the provisions of this By-law and the Act.

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

3. General Information

- 3.1 **ADMINISTRATION:** The business and affairs of the Cemeteries shall be managed and supervised by the City as represented by the Clerk, and the Clerk shall have authority to appoint one or more Contractors.
- 3.2 **MARKHAM CEMETERY BOARD:** The Board shall provide the City with strategic and planning-oriented advice for all Cemeteries in accordance with the Boards Terms of Reference as established by Council.

- 3.3 **CEMETERY OWNERSHIP:** All cemeteries are owned by the City. The purchaser of Interment Rights, in respect of any Lot or Plot, purchases only the right to inter human remains in a Lot subject to the various by-laws governing the cemetery and according to applicable statutes of the Government of Ontario. The ownership of the land remains with the City.
- 3.4 **LIABILITY FOR LOSS OR DAMAGE:**
- (a) The City assumes no liability or responsibility for the loss of, or damage to, any Lot, Marker, shrubs or article that may be placed on a lot or plot save and except as noted below.
 - (b) The City only assumes liability if, during the course of performing routine cemetery operations, the City or its employees or contractors should cause damage to any Lot or Marker.
 - (c) The City is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.
 - (d) Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder(s). The City is not responsible for the loss of or damage to any articles placed within a cemetery.
- 3.5 **BY-LAW CHANGES:** The City may, from time to time, change the by-Laws in order to best serve the interests of its Cemeteries and the Interment Rights Holders. All changes to the by-Laws are subject to the approval of Council and the Registrar.
- 3.6 **BY-LAW ADHERENCE:** All by-laws governing the cemeteries shall be strictly adhered to. Where there is any doubt as to the interpretation of this by-law or the Plan, the Clerk shall provide the necessary clarification. In the application and administration of this By-law, all procedures will be conducted in accordance with Provincial regulatory statutes and requirements.
- 3.7 **CARE & MAINTENANCE FUND CONTRIBUTION:** The cemeteries are maintained through the use of the Care and Maintenance Fund, and all Lots now sold by the City are covered by this plan and purchasers are required to contribute to this fund in accordance with the Act. Interment Rights Holders of Lots acquired prior to the introduction of the Care and Maintenance Fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance Price List, however the Lots in which interments took place prior to the introduction of the Care and Maintenance Fund in 1955 shall be maintained regardless of whether such payment is made.
- 3.8 **RIGHT TO RESURVEY:** The City expressly reserves the following rights and privileges to be exercised from time-to-time in accordance with any governing Provincial legislation in effect at the time:
- (a) To resurvey, enlarge, construct a building or structure, alter and/or diminish all or any portion of the Cemetery
 - (b) To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives
 - (c) To create or remove easements and rights of way over and through all of the cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other cemetery purpose provided that no interments or sale of Interment Rights have taken place in these areas.
- 3.9 **CEMETERY RESTRICTIONS:** No person shall:

- (a) inter or place or scatter remains in a Lot;
 - (b) disinter human remains;
 - (c) install or direct the installation of any marker;
 - (d) place decorations; or
 - (e) landscape any area,
- within a cemetery except in accordance with the provisions of this By-law.

4. Sale and Transfer of Interment Rights

- 4.1 PURCHASE OF INTERMENT RIGHTS: Interment Rights may be purchased from the City at the price set out in the Price List applicable at the time of purchase.
- 4.2 CARE AND MAINTENANCE AMOUNT: Interment Rights sold shall be covered by a rate of care and maintenance set forth in the Price List applicable at the time of purchase.
- 4.3 CERTIFICATE OF INTERMENT RIGHTS: Each purchaser of Interment Rights shall be entitled to a Certificate of Interment Rights and signed contract for the purchase of Interment Rights. The Certificate of Interment Rights shall only be provided to the Interment Rights Holder when all indebtedness has been satisfied and all charges on the lot or lots have been paid.
- 4.4 SALES HOURS: The initial sale of Interment Rights will take place at an hour and place mutually agreed upon by the purchaser and Contractor.
- 4.5 RESALE OF INTERMENT RIGHTS:
 - (a) If any portion of the Interment Rights has been exercised, the purchaser(s), or the Interment Rights Holder(s) are not entitled to re-sell the Interment Rights.
 - (b) An Interment Rights Holder intending to sell their Interment Rights to a Third Party Purchaser must first allow the City to repurchase the Interment Rights at the Repurchase Price.
 - (c) Only in the event that the City, in its sole discretion, has decided not to repurchase the rights, may the Interment Rights Holder then sell the rights to a Third Party Purchaser.
 - (d) No person shall purchase Interment Rights for the sole or primary purpose of reselling the rights with a view to making a financial gain.
 - (e) The Interment Rights Holder may not sell rights to a Third Party Purchaser for more than the price set out in the then current Price List.
 - (f) No sale of Interment Rights to a Third Party Purchaser shall be binding upon the City until a Transfer Form, authorized by the Clerk, accompanied by the original Certificate of Interment Rights and payment of a Transfer Fee, in accordance with the current Price List, has been received by the City or Contractor. Upon receipt of the required documentation and payment the City shall amend its records and issue a new Certificate of Interment Rights. The original Certificate of Interment Rights cannot be transferred but must be returned to the Contractor.
- 4.6 TRANSFER OF INTERMENT RIGHTS: Interment Rights Holder may Transfer Interment Rights; however, no such Transfer of Interment Rights shall be binding upon the City until:
 - (a) notice in writing has been given to the Contractor specifying the name, address or other description of the proposed transferee and

date of transfer;

- (b) evidence satisfactory to the City of the ownership and transfer of Interment Rights has been filed with the City; and
- (c) payment of a transfer fee has been made in accordance with the Price List at the time of transfer;

Upon receipt of the required documentation and payment the City shall amend its records and issue a new Certificate of Interment Rights. The original Certificate of Interment Rights cannot be transferred but must be returned to the Contractor.

- 4.7 EXCHANGE OF INTERMENT RIGHTS: If the Interment Rights Holder(s) wishes to exchange their Interment Rights within any Cemetery, the Interment Rights Holder(s) must make a request to the Contractor in writing, which the Clerk may grant or deny. Where there is more than one Interment Rights Holder, the consent of all Interment Rights Holders shall be required. Any exchange of Interment Rights shall be subject to payment of the Transfer Fee in accordance with the Price List applicable at the time of exchange.

5. **Interments**

- 5.1 AUTHORIZATION IN WRITING: All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
- 5.2 INTERMENT HOURS: Interments will be carried out between the hours of 9:00 a.m. and 3:00 p.m. Monday through Friday, excluding Designated Holidays. Additional service charges will apply for interments arriving at the cemetery after 3:00 p.m. Arrangements can be made with the Contractor for burials on Saturdays, Sundays or Designated Holidays and will be subject to additional service charges according to the current Price List. Additional service changes will apply for Winter Burials between November 15th and March 31st.
- 5.3 ADVANCE NOTICE: Notice of an interment shall be given to the Contractor at least 24 hours in advance, 8 hours of which must be normal hours of operation. The Contractor is not responsible for having Lots prepared for funerals unless such notice is given.
- 5.4 FEES FOR INTERMENTS: Persons requesting interments in a Lot shall be held responsible for any charges incurred.
- 5.5 FEES OWING: No interment shall be permitted in any Lot where either the Interment Rights or any other outstanding charges have not been paid in full.
- 5.6 BURIAL PERMIT: Prior to any interment a burial permit issued by the Division Registrar under the *Vital Statistics Act*, R.S.O. 1990, c.V.4, as amended ("*Vital Statistics Act*"), shall be deposited with the Contractor, except as may be permitted by Section 55 of the Act.
- 5.7 CREMATION CERTIFICATE: Prior to the interment of cremated remains, a cremation certificate shall be deposited with the Contractor.
- 5.8 NUMBER OF INTERMENTS PERMITTED IN LOTS: The interment of human remains in a Lot shall be subject to the following restrictions:
- (a) in the case of Thornhill Cemetery:
 - i. Adult Lots: no more than two caskets shall be interred in a Lot designated as an Adult Lot, and in such case the casket interred at the lowest depth shall be placed in a vault or crypt

purchased by the Interment Rights Holder; or, one casket and the cremated remains of no more than six persons may be interred in a Lot designated as an Adult Lot.

- ii. Cremation Lots: no more than the cremated remains of two persons shall be interred in a Lot designated as a Cremation Lot ; or,

(b) in the case of any other cemetery:

- i. Adult Lots: no more than one casket and the cremated remains of no more than six persons shall be interred in a Lot designated as an Adult Lot; or,
- iii. Cremation Lots: no more than the cremated remains of two persons shall be interred in a lot designated as a Cremation Lot.

5.9 CASKETS & URNS: Remains to be buried in a Lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the designated Lot as the case may be.

5.10 PERMISSION TO OPEN A LOT: No Lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Contractor, except under special circumstances, and by permission of the Clerk.

5.11 DISINTERMENT: 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.

5.12 CARE DURING INTERMENTS: The City will exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.

5.13 EXTRA FEES: Extra charges may be included in the Price List for:

- (a) double depth grave openings;
- (b) disinterments and reinterments;
- (c) funerals reaching the cemetery after 3:00 p.m.;
- (d) interments on Saturday, Sunday, or a Designated Holiday; and,
- (e) Winter interments between November 15th and March 31st.

5.14 WEATHER & GROUND CONDITIONS: Subject to the discretion of the City, interments shall take place only if weather and ground conditions permit in the sole discretion of City.

5.15 RESTRICTION ON INTERMENT OF ANIMAL REMAINS: No person shall inter in a Lot any remains, including any cremated remains that are not human remains.

6. Care of Cemetery & Lots

6.1 SAFETY & DIGNITY: The grounds of the Cemetery shall be maintained by the City to ensure the safety of the public and preserve the dignity of the Cemetery.

6.2 RESTRICTIONS: No person(s) shall:

- (a) place any fences, railings, other enclosures or hardscapes around any Lot;

- (b) plant any sod, plants, shrubs or trees, or establish any flowerbed without the permission of the Contractor;
- (c) place and leave any wreath, tripod, plant stand or memorialization upon any Lot, between April 15th and November 15th, that may interfere with grounds maintenance;
- (d) allow any candle, incense or flammable articles in the Cemetery unless part of an interment ceremony and under the direct supervision of an Interment Rights Holder or their representative;
- (e) change the grading of any Lot, and in case of any such change, the City may restore the Lot to its original grade at the expense of the Interment Rights Holder; or
- (f) place sod or move Markers without permission of the Contractor.

6.3 PERMITTED FLOWERS & MEMORIALIZATION: Interment rights holders, or their representatives, are permitted to:

- (a) place artificial flowers on a lot, provided they are placed in spiked containers placed immediately adjacent to the Marker;
- (b) place potted plants and planters on a lot, provided that they must be set on concrete pads placed immediately adjacent to the Marker and removed by September 30th in the respective year; and/or,
- (c) place artificial wreaths, without glass or plastic covers, on the Lot between November 15th and April 15th, provided they are securely fastened to the marker, or where there is no marker, mounted on an appropriate stand securely anchored to the ground;

provided that they are not detrimental to the general maintenance or appearance of the Cemetery as determined by the Contractor.

6.3 MAINTENANCE OF PLANTS & MEMORIALIZATION: The maintenance of any plant material growing on a Lot, or any temporary memorialisation, is the sole responsibility of the Interment Rights Holder. Interment Rights Holders shall:

- (a) maintain any plants, shrubs, trees or flower beds;
- (b) remove all tender plants from flowerbeds prior to September 30th in the respective year;
- (c) remove any potted plants or planters by September 30th in the respective year; and.
- (d) remove any artificial flowers that have become unsightly.

6.4 REMOVAL BY THE CITY: The City expressly reserves the right to:

- (a) enter onto a Lot to remove any flowers, plants, shrubs or trees planted on a lot without the permission of the Contractor;
- (b) enter onto a Lot to re-establish turf in the place of any approved flowerbed that has not been planted by June 30th in the respective year;
- (c) enter onto a Lot to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to be in the best interest of the Cemetery as determined by the City;
- (d) enter onto a Lot to remove any plants, trees or shrubs, or parts thereof, situated in any Lot that have become by means of their roots or branches or in any other way detrimental to the adjacent Lots, drains, roads or walks, or if they are prejudicial to the general appearance of the grounds or inconvenient to the public or performance of any interment;
- (e) to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy

appearance of the Cemetery;

- (f) enter onto a Lot to remove any vases, urns and flower stands not properly cared for and not filled with plants by June 30th in the respective year;
- (g) enter onto a Lot to remove any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable by the City; and,
- (h) remove and dispose of artificial wreaths after April 15th;

without notice and at the expense of the Interment Rights Holder.

6.5 WRITTEN PERMISSION: No person shall perform any installations or maintenance work upon a Lot without the knowledge and permission of the City or Contractor, and in the case of third parties, without with written authorization and instruction for any third party activities provided by the Interment Rights Holder to the Contractor.

6.6 GLASS CONTAINERS: No glass containers of any kind are allowed in the Cemetery at any time.

7. Monuments and Markers

7.1 UNPAID FEES: No marker or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.

7.2 DIGNITY & DECORUM: No inscription shall be placed on any marker which is not in keeping with the dignity and decorum of the Cemetery.

7.3 LIABILITY: The Cemetery will take reasonable precautions to protect the property of the Interment Rights Holder, but it assumes no liability for the loss of, or damage to, any marker or part thereof except where such damage or loss is due to its negligence. Minor scraping of the base of the upright monuments due to the turf mowing operation is considered by the Cemetery to be normal wear.

7.4 PUBLIC SAFETY: If a marker in the Cemetery presents a risk to public safety because it is unstable, the Cemetery is permitted to do whatever is necessary to reduce the risk.

7.5 PLACEMENT OF MARKERS: Markers must be placed at the centre of the head end of the Lot or Plot except where alignment with existing nearby monuments justifies another location. Markers cannot be placed “back to back” against another. Approval of the location must be obtained from the Contractor before the foundation is installed.

7.6 STABILITY OF MARKERS: All markers must be able to withstand a minimum of 100 lbs (45 kg) of horizontal force applied anywhere on the monument without toppling.

7.7 MATERIAL & FINISHES FOR MARKERS: All markers shall be constructed of bronze or natural stone.

7.8 UPRIGHT MARKERS: Upright markers shall be permitted on an Adult Lot, excluding a Cremation Lot, provided that:

- (a) the die stone (marker) is at least 8 inches (20 cm) thick;
- (b) the die stone (marker) must be installed on a granite base, the height of which shall be a minimum of 8 inches (20 cm);
- (c) the top surface of the base must be both wider and longer than the die stone in order to provide a minimum 2 inches (5 cm) border of the surface of the base exposed on all sides;
- (d) the bottom of the base shall be smooth sawn;

- (e) the base shall be installed on a foundation constructed in accordance with Section 7.10 of the By-Law; and,
 - (f) the maximum size of the upright marker shall be:
 - i. Single Adult Lot: Height 34 inches (86 cm) including 8 inches (20 cm) base, width 26 inches (66 cm);
 - ii. Plots of two Adult Lots: Height 36 inches (91 cm) including 8 inches (20 cm) base, width 48 inches (122 cm); or,
 - iii. Plots of three or more Adult Lots: Height 38 inches (96 cm) including 8 inches (20 cm) base, width 54 inches (137 cm).
- 7.9 PILLOW MARKERS: Pillow Markers shall be permitted on an Adult Lot, provided that:
- (a) the pillow markers must be placed on a concrete pad not less than four inches in thickness or greater than six inches in thickness.
 - (b) the upper surface of the concrete pad shall extend three inches on all sides of the marker and be flush with the ground.
 - (c) the concrete pad may be installed on a foundation constructed in accordance with Section 7.10 of the By-Law;
 - (d) The maximum size for a pillow marker shall be:
 - i. Single Adult Lot: 18 inches x 24 inches (46 cm x 61 cm)
 - ii. Double Adult Lots: 18 inches x 48 inches (46 cm x 122 cm)
 - (e) The pillow marker shall be constructed so that the marker slopes from a height of:
 - i. 8 inches (20 cm) in the back to 5 inches (13 cm) in the front; or
 - ii. 6 inches (15 cm) in the back to 4 inches (10 cm) front.
- 7.10 FOUNDATIONS: The foundation on which the base or concrete pad, as the case may be, sits must be no less than 48 inches (122 cm) deep, and large enough to provide a 2 inch (5 cm) border on all sides of the base. The Foundation shall be installed by a City approved external contractor and paid for by the Interment Rights Holder.
- 7.11 FLAT MARKERS: Flat markers may be permitted on a lot provided that the placement must not interfere with the interment space. Flat markers are to be flat on top, level with the ground and 4 inches thick. The maximum size for a flat marker shall be;
- (a) Single Adult Lot: 18 inches x 24 inches (46 cm x 61 cm)
 - (b) Plots of two Adult Lots: 18 inches x 48 inches (46 cm x 122 cm)
 - (c) Single Cremation Lot: 16 inches x 20 inches (41 cm x 51 cm)
 - (d) Double Cremation: 18 inches x 24 inches (46 cm x 61 cm)
- 7.12 CORNER MARKERS: Interment Rights Holders may purchase corner markers to delineate the four corners of a Lot or Plot.
- 7.13 PHOTOGRAPHS: All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the Interment Right Holder.
- 7.14 CARE AND MAINTENANCE FUND: Every person wishing to install a marker in a cemetery shall pay the amount prescribed by the Act to be deposited the Care and Maintenance Fund.

8. Rules for Visitors

- 8.1 All visitors to the Cemeteries, including Interment Rights Holders, shall observe the following rules:

- (a) **VEHICLES:** Vehicles shall not be permitted except on the roadways of the cemeteries, or paths designated for such purposes, and vehicles shall not be permitted to travel in excess of 10 kilometres per hour. The owners of vehicles which cause damage to the cemetery shall be liable to the City for the cost of repair of any damage caused by their vehicle.
- (b) **FIREARMS:** No person shall bring into or discharge firearms in the cemeteries, except as may be authorized by the Contractor in writing in connection with volleys at funeral services.
- (c) **ANIMALS:** No person shall:
 - i. allow any animal under their ownership and/or control to enter into the Cemetery unless it is on a leash;
 - ii. shall allow any animal under their ownership and/or control to relieve itself on a Lot or Marker; and
 - iii. fail to clean up and remove from completely from the Cemetery property any excrement left by and animal under their ownership and/or control.
- (d) **DAMAGES TO PROPERTY:** No person shall pick or direct a person to pick flowers or any other plants, wild or cultivated, or break or damage in any way any tree, shrub or plant in the cemetery, or write upon, deface, or cause damage in any way to any marker, fence or other structure in the cemeteries.
- (e) **SOLICITING:** No person shall solicit in any manner within the cemeteries
- (f) **CONDUCT ON CEMETERY PROPERTY:** Visitors to the cemetery shall behave in a manner in keeping with the dignity of the cemetery. Persons behaving in a manner which is not in keeping with the dignity of the cemetery shall be required to leave the cemetery.
- (g) **ALCOHOL/DRUGS:** No person shall bring alcohol or illegal drugs into any cemetery.
- (h) **PHOTOGRAPHING OR FILMING:** Photographing, filming or video- taping of any part of the cemetery may only take place with the prior approval of the Clerk and a permit may be required.
- (i) **ENCROACHMENT:** No person shall cause or permit any encroachment onto cemetery lands including, but not limited to, compost piles or compost containers, woodpiles, fences, gates, sheds or other any other buildings.

8.2 **PRESERVING ORDER & DIGNITY:** City Staff and the Contractor are empowered to preserve order, dignity and decorum in the cemeteries.

9. Gifts to the Cemetery

9.1 The City gratefully accepts donations to the Cemeteries. All trees and structural gifts, such as benches, birdbaths and sundials as donations or elements in a donated area, must be approved by the Clerk, 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 Clerk, 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.

10. Enforcement

- 10.1 Any City Municipal By-law Enforcement Officer or other City Staff may order any person believed to be contravening or have contravened any provision of this By-law:
- (a) to immediately desist from the activity constituting or contributing to such contravention; or
 - (b) to leave the municipal cemetery immediately.
- 10.2 Any City Municipal By-law Enforcement Office or City Staff may order any person engaging in an activity that requires a contract to provide the original copy of the agreement for inspection.
- 10.3 No person shall fail to comply with an order given by a City Municipal By-law Enforcement Officer or City Staff in subsections (1) or (2).
- 10.4 No person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this By-law.
- 10.5 Every person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine and any other penalties imposed pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P-33, as amended.

11. General

- 11.1 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.
- 11.2 This By-law shall come into force on the date it is approved by the Registrar in accordance with the Act.
- 11.3 By-law 178-93 is repealed in its entirety upon the coming into force of this By-law.

READ A FIRST, SECOND, AND THIRD TIME AND PASSED THIS
DAY OF _____, 2012.

MARTHA PETTIT
ACTING CITY CLERK

FRANK SCARPITTI
MAYOR

Schedule “A”

List of Markham Cemeteries

| <u>Cemetery Name</u> | <u>Lot/Concession</u> | <u>Municipal Address</u> |
|--|------------------------------|---------------------------------|
| Angus Glen Farm | Lot 22, Concession 5 | <i>not applicable</i> |
| Bethel-Lunau | Lot 8, Concession 4 | 8050 Warden Avenue |
| Brownsburger (Boyle) | Lot 23, Concession 9 | 10390 Reesor Road |
| Buttonville | Lot 15, Concession 4 | 9171 Woodbine Avenue |
| Byer | Lot 23, Concession 8 | 10451 Highway 48 |
| Cashel | Lot 26, Concession 6 | 10835 Kennedy Road |
| Clendennen | Lot 16, Concession 8 | 56 Miramar Drive |
| Eckardt | Lot 7, Concession 6 | 7872 McCowan Road |
| First Markham Baptist | Lot 22, Concession 8 | 10080 Ninth Line |
| Hagerman Hill East | Lot 6, Concession 6 | 7791 Kennedy Road |
| Hagerman Hill (West) Old Methodist | Lot 6, Concession 5 | 7782 Kennedy Road |
| Pingle Burying Place | Lot 22, Concession 6 | |
| Quantztown | Lot 15, Concession 6 | 9112 McCowan Road |
| Raymer | Lot 15, Concession 8 | 3 Wales Avenue |
| Reesor Pioneer | Lot 14, Concession 10 | 9035 Reesor Road |
| St. John’s 5th Line | Lot 2, Concession 5 | 7285 Warden Avenue |
| St. John’s Lutheran | Lot 13, Concession 4 | 8933 Woodbine Avenue |
| Thompson (on Box Grove Golf Course) | Lot 5, Concession 8 | <i>not applicable</i> |
| Thornhill Cemetery | Lot 30, Concession 1 | 1 Church Lane |
| Thornhill Methodist | Lot 33, Concession 1 | 11 Normark Drive |
| Wurtz (Munts) | Lot 13, Concession | 10 Reesor Road |