



By-law
of
Oshawa Union Cemetery

Remembering the Past ~ Honouring the Future

Effective ~ January 2000

UNION CEMETERY

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A) Preface

Union Cemetery is located at the northeast intersection of King Street West and Thornton's Road North in the City of Oshawa, Regional Municipality of Durham.

In 1833, Robert N. Thornton (1806-1875), a Secessionist minister, arrived in Ontario County as a missionary from Scotland. By 1837, a Presbyterian congregation had been established, land purchased and a brick church constructed. This area is now known as the South Presbyterian section of the Cemetery with the earliest grave on record being that of Alexander Armstrong, interred in 1837. The church was destroyed by fire sometime after 1863. The area known as Thornton's Corners continued to grow, and in 1875, a charter in the name of Ontario Union Cemetery Company was sought and adjoining lands purchased by local citizens to form the present 29 acre site. In June of 1922, George McLaughlin secured all interest in the Cemetery and to ensure its proper care without commercialization, presented the United Cemeteries to the City of Oshawa to hold for the public good.

This by-law is presented pursuant to the *Cemeteries Act (Revised) of Ontario* and has been adopted by the Corporation of the City of Oshawa.

It is the Corporation's intent that this by-law provides:

- a) direction for the maintenance and administration of cemetery operations; and,
- b) benefit and protection for each person who has purchased or otherwise has interest in interment rights within Union Cemetery.

B) Interpretation

1. This by-law constitutes the rules of Oshawa Union Cemetery as approved by City Council and is not a municipal by-law in the legislative sense.
2. It is not the intention of this by-law to offend members of any gender group. However, all words and personal pronouns relating to words contained in this by-law must be read and construed as incorporating the correct gender of the person referred to in each case.
3. All words in this by-law must be read and construed as incorporating the singular or the plural in any case as applicable.

C) Definitions

1. "Act" means the Cemeteries Act (Revised), R.S.O. 1990, c.4.

2. “Care and Maintenance Fund” means the trust fund in which all monies received by the Corporation for the care and maintenance of lots, and markers are deposited and invested.
3. “Cemetery” means the lands and properties known as Oshawa Union Cemetery, located at 760 King Street West on Lot 16, Concession 2, City of Oshawa, Regional Municipality of Durham.
4. “Certificate of Interment Rights” means the certificate issued by the Corporation to the purchaser of interment rights.
5. “Commissioner” means the Commissioner of the Department of Operational Services or his successor or designate.
6. “Contract” means the contract for the provision of the Cemetery’s supplies and services.
7. “Corporation” means The Corporation of the City of Oshawa, owner of the Cemetery.
8. “Grave” means any burial space intended for an adult, and having a size of 102 cm (40 in) by 228 cm (90 in) in the Presbyterian Sections; 91 cm (36 in) by 244 cm (96 in) in the Lettered Sections; and either 122 cm (48 in) or 107 cm (42 in) by 274 cm (108 in) in the Numbered Sections. Burial space intended for infants only shall measure 137 cm (18 in) by 137 cm (54 in).
9. “Interment Rights” includes the right to require or direct the interment of human remains in a lot.
10. “Interment Rights Holder” means a person with the interment rights with respect to a lot and includes a purchaser of interment rights under the Act, or a predecessor of that Act.
11. “Lot” means an area of land in a cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum, columbarium or niche wall.
12. “Ministry” means the Ministry of Consumer and Commercial Relations for Ontario.
13. “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. For the purpose of this by-law, an Upright Marker shall be understood to mean any permanent memorial projecting more than 10 cm (4 in) above the ground.

14. “Mausoleum” means a building or structure, other than a columbarium, used as a place for the interment of the human remains in sealed crypts or compartments.
15. “Plan” means the geographic plan of the cemetery, approved by the Ministry of Consumer and Commercial Relations for Ontario.
16. “Register” means electronic or written records maintained in accordance with the Act.
17. “Registrar” means the Registrar appointed under the Act.
18. “Tariff” means the schedule of fees and charges as set out by the Corporation and approved by the Ministry.
19. “Transfer” means to make a gift, bequest or other transfer of an Interment Right without consideration.
20. “Treasurer” means the Municipal Treasurer of the Corporation of the City of Oshawa.
21. “Trust Funds” means those funds in which a trustee may invest, established for the purpose of the Act.

D) Administration

1. The Corporation reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act.
2. The Corporation disclaims all responsibility for loss or damage from causes beyond its control, including without limitation, damage or loss caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots or order of any military or civil authority, whether damage be direct or collateral.
3. The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.

4. The Corporation reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Corporation may, at its sole discretion, either cancel such grant and substitute other Interment Rights, or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Notice will be given to the Interment Rights Holders by mailing it prepaid, first class mail to the Interment Rights Holder or their legal representatives, at their last appearing address in the register of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
5. This by-law may be at any time changed, amended, altered, appealed, rescinded or added to, upon the approval of the Corporation and the Registrar in accordance with the Act.

E) Sale and Transfer of Interment Rights

1. No person shall sell Interment Rights unless that person is authorized by, and does so on behalf of the Corporation.
2. Subject to availability of Lots, Interment Rights may be purchased from the Corporation at the rates filed with the Ministry and according to the Plan approved by the Ministry that are on file with the Corporation. The rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
3. Payments for Interment Rights shall be made to the Treasurer.
4. Upon payment in full, the Corporation shall provide each purchaser of Interment Rights with:
 - a. a copy of the Contract;
 - b. a copy of the Cemetery By-laws; and,
 - c. a Certificate of Interment Rights.
5. Purchasers of Lots acquire only the right and privilege to interment of human remains and placing Markers, subject to this By-law.
6. To ensure accuracy of the Register, no Transfer of any Interment Rights or any interest therein shall be binding upon the Corporation, unless application for the Transfer has been submitted, including necessary supporting documentation, and the original Certificate of Interment Rights returned if available. Upon receipt of such application

and payment of the prescribed fee, the Transfer shall be made and new certificate of Interment Rights issued.

7. In cases of Transfer by Will or bequest, the Corporation reserves the right to require the production of a notarized copy of the Will or other evidence sufficient to prove ownership.
8. In accordance with the Act, an Interment Rights Holder may require, by written demand, the Corporation to repurchase the rights at any time before they are used.
9. The Corporation after receiving such a demand shall repurchase the Interment Rights within thirty days after receiving the demand. The repurchase price shall be the price originally paid for the Interment Rights, less any amount designated for the Care and Maintenance Fund.
10. If the original selling price is unknown, the repurchase price shall be deemed to be \$50.00 in accordance with the Act.
11. NO REFUND will be made for any Lot if any Interment Rights have been exercised.
12. Any Interment Rights, which are sold and not used for interment purposes after a twenty-year period, may be considered abandoned. The Corporation 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 Holders or beneficiaries. Upon being satisfied the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Corporation may resell the Interment Rights.

F) Interments and Disinterments

1. All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
2. When Interment Rights for a Lot are held jointly by two or more persons, a Contract for interment will be accepted from either or any of them or their authorized representatives.

3. Persons requesting interments in Lots shall be held responsible for charges incurred as agreed to in the Contract.
4. 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. Before an interment can take place, a burial permit issued by the Divisional Registrar or designate, showing the death has been registered, and the signed Contract must be in place.
6. In the case of a cremation interment, the cremation certificate and the signed Contract must be in place.
7. Not more than one burial shall be made in any single Grave except:
 - a) in areas designated for double depth burial. In such cases, both the lower and upper level interments must include the use of a vault or crypt; and,
 - b) the cremated remains of not more than four persons.
8. Remains to be buried in a Grave 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 size of the Lot.
9. No Lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Corporation, except under special circumstances, and by permission of the Commissioner.
10. 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 regulations.
11. The Corporation 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.
12. Notice of each interment to be made shall be given to the Cemetery at least 24 hours in advance, 8 hours of which must be normal hours of operation. The Corporation is not responsible for having Lots prepared for funerals unless such notice is given.
13. Normal hours of operation for the Cemetery are Monday to Friday, between 8:00 a.m. and 4:00 p.m., excepting Statutory Holidays.

14. The Cemetery will not do any Sunday or Statutory Holiday interments unless ordered to do so by a representative of the Ministry of Health.
15. Extra charges are included in the Tariff of fees as per Schedule in force for:
 - a) double depth grave openings;
 - b) disinterments and reinterments;
 - c) funerals reaching the Cemetery after 4:00 p.m.; and,
 - d) Saturday burials between 9:00 a.m. and 2:00 p.m.
16. Subject to paragraph M.1., interments shall take place only if weather and ground conditions permit in the judgement of the Commissioner.

G) Care of Lots – General

1. The grounds of the Cemetery shall be maintained by the Corporation to ensure the safety of the public and preserve the dignity of the Cemetery.
2. No person or contractor shall perform any installation or maintenance work upon a Lot without the knowledge and permission of the Commissioner.
3. Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authority and instruction for any third party activities. No person shall enter the Cemetery outside of the normal hours of operation for these purposes without permission of the Commissioner.
4. No glass containers of any kind are allowed in the Cemetery at any time.
5. The installation of borders, fences, railings, walls or hedges in or around any Lot is prohibited. Nails, wires, wooden crosses, articles of glass or pottery or any other material that may create a hazard to workers and visitors are not allowed in the Cemetery.
6. No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Corporation may restore the Lot to its original grade at the expense of the Interment Rights Holder.
7. No unauthorized person shall sod or move corner posts or Grave Markers.
8. Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the Commissioner if so found.

H) Care of Lots – Flowers, Shrubs and Trees

1. Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder.
2. Subject to paragraph 3, compact shrubs, flowering or other plants may be cultivated on Lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Commissioner. No trees or shrubs growing within any Lot may be removed without the consent of the Commissioner.
3. Compact shrubs are permitted only on Lots having a minimum of 60 cm (24 in) of space between the edge of the Marker and the Lot boundary. The diameter of such shrubs at their widest point, including all foliage, shall at no time exceed 60 cm (24 in) or encroach upon adjacent Lots. The Commissioner must approve all plantings.
4. Anyone wishing to have a memorial tree planted in the Cemetery must have approval of the Commissioner.
5. If any trees or shrubs situated in any Lot have become by means of their roots or branches or any other way detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public or performance of any interment, the Corporation may without notice remove such trees, shrubs or parts thereof at the expense of the Interment Rights Holder.
6. Flower beds not exceeding 30 cm (12 in) in width shall be permitted within a Lot, adjacent to the base of the Headstone Marker. Raised edging is not permitted. Where there is no Marker, planting can only be done by permission of the Commissioner. Flower beds adjacent to Foot Markers are prohibited.
7. To preserve the orderly appearance in the Cemetery, the Corporation may re-establish turf in the place of any flowerbed that has not been planted by June 30, and the cost charged to the Interment Rights Holder.
8. Flowerbeds must be cleared of tender plants prior to September 30.
9. The Corporation reserves the right 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.
10. Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the headstone, and properly maintained and not detrimental to

the general maintenance of the Cemetery. No decorations are permitted at the Foot Marker.

11. Vases, urns and flower stands not properly cared for and not filled with plants by June 30 in any year may be removed from the Lot and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable may be prohibited or removed by the Corporation.
12. Potted plants and planters are permitted but must be set on concrete pads placed immediately adjacent to the marker. Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30, failing which the Commissioner will have them removed.
13. Artificial wreaths without glass or plastic covers are allowed to be placed on the Lot after November 1 provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed prior to April 30, failing which the Commissioner will have them removed.

I) Monuments and Markers - General Information

1. No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
2. Interment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery, all Markers upon Lots with Interment Rights purchased prior to 1955.
3. The Corporation will take reasonable precaution to protect the property of Interment Rights Holders, 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.
4. Minor scraping of the base portion of a Marker due to the turf mowing operation is considered by the Corporation to be normal wear.
5. The Corporation reserves the right to determine the maximum size of monuments, their number and their location on each Lot or plot. They must not be of a size that it would interfere with any future interments. Upright monuments are only permitted in the centre of a 4 grave (2 x 2) group of Lots.

6. No monument, footstone, Marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Commissioner.
7. Markers for installation will be accepted at the Cemetery during normal hours of operation. If weather and ground conditions permit, installations will be made within twenty working days of acceptance. Markers will not be accepted from any monument dealer for storage during the winter months. Marker installation will be completed between April 30 and November 1 only.
8. Candle holders 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 an 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) candleholders must be fully enclosed on all sides by a door or lid.
9. All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.
10. No inscription or design will be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Commissioner's ruling is final.
11. No Marker will be delivered to the Cemetery without the Request for Installation form containing the following information:
 - a) the Interment Rights Holder's name and address;
 - b) instructions for placement of the Marker;
 - c) the overall size of the Marker, including the dimensions of the base and die as applicable;
 - d) a description of the Marker including colour, design and inscription; and,
 - e) the appropriate payment to the Care and Maintenance Fund in relation to the size of the Marker/monument as set out in the Act must accompany the delivery of the Marker.
12. Every person installing a Marker, or requesting a Marker to be installed in the Cemetery, shall pay the prescribed amount, as set out in the Act and Regulations, to the Care and Maintenance Fund. The interest earned from the Fund will be used to maintain the Markers in a safe condition.

13. If a Marker in the Cemetery presents a risk to public safety for whatever reason, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the Marker to remove the risk.

J) Upright Markers

1. The maximum size of Upright Marker allowed on a 4 grave (2 x 2) plot is:
 Height - 152 cm (60 in)
 Width - 122 cm (48 in)
2. The maximum width of a base is controlled by the width of the plot or Lot where it will be installed. No base shall be closer than 30 cm (12 in) to the sides of the Lot on which it is to be installed. No base shall be less than 35 cm (14 in) in width.
3. The minimum thickness of a die shall be 20 cm (8 in).
4. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 8 cm (3 in) of the surface of the base exposed on all sides.
5. All foundations for Upright Markers shall be built by, or contracted to be built for, the Corporation at the expense of the Interment Rights Holder, upon payment of the fee stipulated in the Tariff.
6. Foundations shall be no less than 122 cm (48 in) deep and shall extend 5 cm (2 in) on each side from the Marker base. All foundations shall be constructed between April 30 and November 1 only.

K) Flat Markers

1. Flat Markers are permitted with size and quantity restrictions determined by Commissioner, taking into consideration the Lot condition and location within the Cemetery. Its placement must not interfere with future interments. Size limits are:

-- single lot maximum	40 cm x 56 cm	(16 in x 22 in)
-- double lot maximum	40 cm x 92 cm	(16 in x 36 in)
-- infant lot	30 cm x 45 cm	(12 in x 18 in)
-- cremation marker	30 cm x 45 cm	(12 in x 18 in)
-- foot marker	30 cm x 45 cm	(12 in x 18 in)

2. Each single Grave may be marked on the ground with a flat Headstone Marker only, set in concrete with a 10 cm (4 in) edge, with installed height not to exceed 10 cm (4 in) above grade.
3. One Foot Marker may be placed at each grave in addition to the headstone. The Marker shall be placed at the foot of the Grave.
4. Foot Markers are to be flat on top, not set in concrete and installed level with the ground so a lawnmower can pass safely over them. Foot Markers shall be set by the Corporation, at the expense of the Interment Rights Holder, on payment of the fee set in the Tariff.
5. The minimum thickness for all Flat Markers including Foot Markers is 10 cm (4 in).
6. All Markers shall be constructed of bronze, granite or marble. The bottom bed of all bases and Markers shall be cut level and true.
7. Corner Markers are not permitted.
8. Pillow Markers are not permitted.

L) Rules for Monument Dealer, Contractors and Workers

1. No Marker will be delivered to the Cemetery without the proper documentation in accordance with paragraph I.11.
2. Marker dealers must state on each order the date they wish foundations ready and must give at least twenty working days notice before the work is required.
3. No Upright Marker will be delivered to the Cemetery until the foundation is completed and the supplier is ready to proceed with the work of placement.
4. All companies, who do work in the Cemetery, shall meet the obligations of the Corporation's purchasing agreement, including requirements for worker and liability insurance coverage.
5. Contractors shall be under the supervision of the Commissioner and their conduct shall be subject to the control of the Corporation. Contractors shall cease all work at the

Commissioner's order for any reason and shall normally only supply services during the normal hours of operation.

6. No concrete shall be placed until a representative of the Corporation has approved the grades and all loose material is removed from the site. The finished surface shall be flush with the surrounding ground level and shall provide a level surface free of defects.
7. No contractor or supplier of services shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood in order to protect the surface from damage. Costs for reparation will be at the expense of the contractor, worker or supplier.
8. All implements and materials used in the performance of any work shall be placed as directed by the Commissioner, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Commissioner may direct. In the event the Commissioner's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
9. If any person or company desires to set a Flat Marker, they must make written arrangements as to time of installation with the Cemetery. An employee of the Corporation must supervise all work, and the installer shall still pay to the Corporation the prescribed installation fee as established in the Tariff.

M) Mortuary Regulations (Storage)

1. The Commissioner reserves the right to determine if adverse weather or ground conditions shall prevent a burial in the Cemetery. If it is deemed necessary, the storage vault may be used, at no extra charge, until conditions permit the interment.
2. Contracted use of the storage vault shall be billed at the rates shown on the Tariff.
3. The burial permit and interment information must accompany the human remains when delivered to the Cemetery for storage. A storage Contract shall be entered into at that time.
4. The Commissioner may remove human remains from storage and inter it in a single grave at any time after the expiration of the storage Contract, or at any time the condition of the body renders the interment necessary or expedient.
5. All human remains must be removed from the storage vault by May 1 in each year.

6. The remains of persons dying from contagious diseases cannot be admitted to the storage vault.
7. All human remains stored in the vault must be embalmed.
8. No human remains shall be placed in a reinforced cardboard container for storage. Only remains placed in a wooden or metal casket may be stored in the vault.

N) Mausoleum Regulations

Should the Care and Maintenance Fund for a private vault become exhausted and further repairs become necessary, the Cemetery may remove the human remains from the vault and reinter the same elsewhere in the Cemetery. The Corporation may take down and remove the structure, at its expense. In that event, all claim to, or in the land and vault by the former Interment Rights Holder, shall cease and be at an end. The Commissioner shall make reasonable efforts to advise the Interment Rights Holder in the event the actions described in this paragraph become necessary.

O) Rules for Visitors

1. Visitors are welcome at the Cemetery daily during daylight hours and are asked to remember the respect due to the interred.
2. The Cemetery staff is empowered and is required to preserve order and decorum in the Cemetery.
3. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law may be expelled from the grounds.
4. No parades other than funeral processions shall be admitted to or be organized within the Cemetery.
5. Vehicles within the Cemetery shall be driven so not to exceed a speed of 10 km/hr and shall not leave the roadways or park on the grass unless directed to do so by Cemetery staff.
6. No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the Cemetery.
7. Any person who, in the Cemetery, damages or moves any turf, tree, plant, Marker, fence, structure or other thing usually erected, planted or placed in the Cemetery is

liable to the Corporation and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.

8. No dogs or other pets shall be allowed in the Cemetery.
9. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of rubbish, weeds, decayed flowers, plants, etc.
10. No tips or gratuities are to be given to Cemetery workers by visitors or Interment Rights Holders, nor shall any Cemetery worker accept any.
11. The Commissioner may have removed 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. Any article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty days.

P) Gifts to the Cemetery

The Corporation gratefully accepts donations to Oshawa Union Cemetery. All trees and structural gifts, such as benches, birdbaths and sundials, as donations or elements in a donated area, must be approved by the Commissioner, and become the property of the Cemetery. They cannot be removed, painted or adjusted in any way or form by individuals. They are located at the approval of the Commissioner, although every effort is made to accommodate the request of the donor. The donation is recognized for the lifetime of the plant or item.

Parks Services Branch
September 8, 1999