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**THE CORPORATION OF THE TOWN OF GREATER NAPANEE  
BY-LAW No. 2022-0063**

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**A by-law to regulate the operation of Municipal Cemeteries in accordance  
with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA)**

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**WHEREAS** the *Cemeteries Act*, R.S.O. 1990 was repealed and replaced by the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*;

**AND WHEREAS** the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and *Ontario Regulation 30/11*(O. Reg. 30/11) authorizes the owner of a cemetery to make regulations for laying out and selling lots and managing the cemetery for regulating burials therein and otherwise generally respecting the use of the grounds and for the execution of conveyances of lots or plots in the cemetery;

**AND WHEREAS** it is necessary to update the rules and regulations for The Corporation of The Town of Greater Napanee to be compliant with the Act;

**AND WHEREAS** The Corporation of The Town of Greater Napanee is the owner of multiple active and inactive cemeteries.

**NOW THEREFORE** the Council of the Corporation of the Town of Greater Napanee enacts as follows:

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## **SECTION 1: DEFINITIONS**

**Burial/Interment:** Opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

**Care and Maintenance Fund:** It is a requirement under the FBCSA and O. Reg. 30/11 and 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.

**Cemetery:** refer to the Cemeteries listed in Schedule "A".

**Cemetery Operator or Operator:** The Corporation of the Town of Greater Napanee.

**Cemetery Services:** in the respect of a lot means:

- a) Opening and closing of a grave
- b) Interring or disinterring human remains
- c) Construction of a foundation for a monument or marker
- d) Setting of Cornerstones.

**Columbarium:** an aboveground structure designed for the purpose of entombment of cremated human remains in sealed compartments.

**Contract:** 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

**Cornerstone:** any stone or other land markers set flush with the surface of the ground and used to indicate the perimeter location of a lot or plot.

**Bylaw Enforcement Officer:** means such one or more persons designated as provincial offence officers under the Provincial Offences Act, R.S.O. 1990, c.P.33, as amended, and appointed by the municipality for the purpose of enforcing the provisions of this by-law.

**Funeral, Burial and Cremation Services Act, 2002:** the legislation hereinafter known as "FBCSA".

**Grave (also known as a Lot):** any inground burial space intended for the interment of a child, adult, or cremated human remains.

**Human Remains:** remains of the deceased human being and includes a cremated human body.

**Inter:** burial of human remains and includes the placing of human remains in a grave.

**Interment Right(s):** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, or niche and to authorize the installation of a monument or marker.

**Interment Right Holder:** The person(s) authorized or entitled to inter human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

**Large Family Plot:** 8 graves sold together; 16' x16' or 16' x 20.

**Lot:** for the purposes of this bylaw, a single grave space.

**Marker:** any permanent memorial structure that is set flush and level with the ground and shall be used to mark the location of a burial lot.

**Monument:** any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Niche:** a compartment within a columbarium for the entombment of cremated human remains.

**Personal Representative:** an executor, an administrator or an administrator with will annexed.

**Plot:** for the purposes of this by-law, means a parcel of land, sold as a single unit, containing multiple lots up to 8 graves.

**Price List:** the annually reviewed published price list of cemetery services of The Corporation of the Town of Greater Napanee; please see Schedule "B".

**Registrar:** shall mean the Registrar appointed under the *Funeral, Burial and Cremation Services Act, 2002*.

**Section:** an area of a cemetery consisting of **Plots** and **Graves**.

**Municipality:** refers to the Town of Greater Napanee.

**Vault:** the outer protective container or liner for a casket or urn.

**Winter:** from October 15<sup>th</sup> to April 15<sup>th</sup> the following year.

## **SECTION 2: GENERAL RULES AND REGULATIONS**

### ***2.1 Entry-Access and Use Limitations***

#### **Hours of Operation:**

**Office Hours:** Monday to Friday: 8:30am-4:30pm; Closed on Statutory Holidays

**Interment Hours:** Monday to Friday: 9:00am-3:00pm, Saturday: 9:00am-1:00pm

- a) No person shall enter the Cemetery or be within the Cemetery after dusk. Police and authorized staff are exempt.
- b) No business shall enter the grounds with the object of erecting a marker or monument except as specifically approved by the Cemetery Staff.
- c) Individuals visiting the Cemetery will behave in a way that is generally respectful that shall not disturb any service being held.
- d) The Cemetery Operator reserves the right and full control over the cemetery operations and management of land within the cemetery grounds.
- e) No loitering or camping.

### ***2.2 Adult Supervision***

The Cemetery considers people over the age of 12 years to be adults. Children must be accompanied by an adult who will be responsible for their conduct.

### ***2.3 Vehicles***

- a) Bicycles, automobiles, and trucks shall be permitted but only on Cemetery roads. Off-road vehicles as defined in the Off-Road Vehicles Act are prohibited.
- b) Vehicles within the cemetery shall be driven with due decorum at a reduced rate of speed.

### ***2.4 Animals and Pets***

- a) Pets must be leashed on Cemetery grounds.
- b) Owners shall remove pet feces from the Cemetery.
- c) No remains of pets may be interred or otherwise placed on Cemetery property.

### ***2.5 Prohibitions***

- a) No person shall bring alcoholic beverages to Cemetery properties unless it is necessary as a part of a specific funeral rite.
- b) No glass containers of any kind.

### ***2.6 Damage and Debris***

- a) No person shall damage, destroy, remove, or deface any property within the Cemetery.
- b) Any person doing any damage within the Cemetery will be held responsible for the damages.
- c) No person shall deposit garbage or damaged/unsightly items on the grounds of the Cemetery.
- d) Mementos that are placed at a gravesite that become damaged or broken will be removed and disposed of without notice.

- e) Spring Clean-Up of Cemeteries will begin on the Monday after April 15<sup>th</sup> of each year; Rights Holders are responsible to remove any items they do not want discarded.
  - i) Recent burial sites are exempt;
  - ii) The Cemetery Operator will supply garbage receptacles during this time.

### **2.7 Limits on Cemetery Operations**

- a) No graveside service, (dis)interment, or (dis)inurnment shall be held on Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day or any Sunday, except pursuant to a formal religious requirement or an Order of the Regional Medical Officer of Health, and with the approval of the Cemetery staff.
- b) Other dates may be excluded at the discretion of the Cemetery staff for practical reasons such as inclement weather or unforeseen issues.
- c) Interments on a Saturday as well as on other days when the cemetery is normally not in operation will cost an additional charge that shall be listed in the current Cemetery Price List.
- d) In the event that the Cemetery is not open, provision is made for temporary storage in the Cemetery vault for a fee as set out in the Cemetery Price List; Schedule "B".

### **2.8 Right to Re-Survey**

The Cemetery has the right at any time to 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.

### **2.9 Liability**

The cemetery operator 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 an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

### **2.10. Code of Conduct**

- a) There will be zero tolerance for any type of disrespectful, threatening, or aggressive behaviour; in person, over email, or via social media.
- b) The relevant Human Resources Policy of the Town of Greater Napanee are in effect with this Bylaw.
- c) A Bylaw Enforcement Officer or Cemetery Staff may order any person believed to be contravening or have contravened any provision of this By-law:
  - i) to immediately desist from the activity constituting or contributing to such contravention; or
  - ii) to leave the municipal cemetery immediately.
- d) A Bylaw Enforcement Officer or a Cemetery Staff may order any person engaging in an activity that requires a contract to provide the original copy of the agreement for inspection.
- e) No person shall fail to comply with the order given by an enforcement officer or a Cemetery Staff in subsections (a) or (b).

- f) 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.

### **2.11. Bylaw Amendments**

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.

*All bylaw amendments must be:*

- a) Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) Conspicuously posted on a sign at the entrance of the cemetery; and
- c) 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.
- d) All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.

### **2.12. Public Register**

Provincial legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

## **SECTION 3: CEMETERY SALE OF INTERMENT AND INURNMENT RIGHTS**

### **3.1 Purchase of Rights**

- a) All purchasers of Interment and Inurnment Rights must sign an Interment Rights Contract with The Town of Greater Napanee. This contract details the rights and obligations of both parties as well as their acceptance of these By-Laws
- b) The holder of these Rights acquires only the right and privilege of burial of the dead and of placing monuments or markers subject to the bylaws; an Interment Right is not any form of real property right.
- c) Any charges associated with the exercise of rights, including the placing of any markers on the site, are separate from the purchase price of the aforesaid rights and shall be charged at rates previously approved by the Town of Greater Napanee.
- d) The fee for this Right shall be set forth in the Cemetery Price List; Schedule "B".
- e) No Interment Rights shall be exercised until authorized by the Cemetery and until all arrears connected with the lot have been paid in full.

### **3.2 Care and Maintenance Trust Fund**

- a) It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; 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.

- b) Interest earned from this fund is used to provide care and maintenance of lots, plots, markers, and monuments at the cemetery.
- c) Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.
- d) See Cemetery Price List; Schedule "B" for contribution amounts.

#### **SECTION 4: RE-SALE, CANCELLATION, RE-PURCHASE, TRANSFER OF INTERMENT AND INURNMENT RIGHTS**

##### ***4.1 Re-Sale of Rights***

The Cemetery prohibits the re-sale of Interment or Inurnment Rights to a third party.

##### ***4.2 Cancellation of Rights***

The Rights Holder(s) may cancel the Rights Contract by written notice and have the Cemetery repurchase the Rights provided these have not yet been exercised, and subject to the following conditions/limits:

- a) Within 30 days (the cooling off period), a full refund of the amount will be paid on condition that the Rights have not been exercised.
- b) After 30 days, the Rights holder may ask the Cemetery to repurchase the Rights. The Cemetery reserves the right to refuse to repurchase the Rights. Should the Cemetery agree to a repurchase, the price shall be at the price listed on the current Cemetery Price List less the sum already set aside in trust for Care and Maintenance. The specific repurchase will be negotiated with the Cemetery and the sale must be completed within 30 days of the request.

##### ***4.3 Repurchase Where Monument Exists on Site but No Rights Exercised***

Should any permanent monument or marker exist on the site in question, the Cemetery may repurchase the Rights less the cost of removing and disposing of the monument or flat marker.

##### ***4.4 Proof of Rights***

- a) In cases of transmission of ownership by Testamentary Disposition, Will, or Bequest of Rights, the Cemetery requires that production of a Notarized Copy of the Will or other evidence sufficient to prove ownership by inheritance.
- b) Interment of any other than the Rights Holder in a plot requires presentation to the Town of the written approval of the Interment Rights holder.
- c) If the Interment Rights Holder is deceased and there is no proof of transfer of Rights, then the Town will recognize the following people, in order of preference, as being the "personal representative" of the Interment Rights Holder:
  - spouse of the deceased;
  - children of the deceased (if more than one child, all must agree);
  - grandchildren of the deceased if no child is living (if more than one grandchild, all must agree); and

- great-grandchildren of the deceased if no child or grandchild is living (and so on if there is a lineal descendant).

If the deceased has no children, the order of preference is:

- the father of the deceased;
- the mother of the deceased;
- the brothers and/or sisters of the deceased;
- the grandparent or grandparents of the deceased; and
- the uncles, aunts, nephews, nieces and great grandparents of the deceased.

## **SECTION 5: INTERMENTS**

### **5.1 Burial Permit**

Before any interment may occur, the Burial Permit issued by the Division Registrar (or Deputy) showing that the death has been registered must be deposited with Cemetery staff.

### **5.2 Cremation Certificate**

Before an interment/inurnment of cremated remains may occur, the original Certificate of Cremation issued by the crematorium must be deposited with Cemetery staff.

### **5.3 Limits on Use of Lots**

- a) A newly purchased, single grave measures 4' x 8' or 4' x 10' and may contain one full burial as well as up to 4 cremation interments (dependent upon which Cemetery the interment will take place) OR only the number of cremation interments permitted, provided the Interment Rights Holder agrees.
- b) Double-depth interments are not permitted.

### **5.4 Contracts for Service**

- a) When individuals intend to exercise a Right previously purchased, they must also sign an Order for Interment Form and pay the open and close fees; see Schedule "B".
- b) No interment shall be conducted until all arrears connected with the lot have been paid in full.

### **5.5 Arranging a Burial**

- a) The cemetery shall be given 48 business hours of notice for each burial of human remains or cremated human remains.
- b) Payment shall be made to the cemetery operator before a burial may take place.
- c) The opening and closing of graves and niches of cremated remains shall only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

### **5.6 Winter Interments**

- a) Minimum 48 business hours of notice for each burial to allow for snow removal if applicable. There will be areas of the cemeteries, that where we foresee, will not work during the winter months due to terrain. This judgement will have to be made when an actual circumstance is known.

- b) There will be an additional fee for a winter interment, see Cemetery Price List; Schedule "B".
- c) There may be days that the weather will impede an interment or the preparation of the grave.
- d) Winter, in the case of this Bylaw, is from October 15<sup>th</sup> to April 15<sup>th</sup> the following year.

### **5.7 Errors in Grave Location**

- a) The Town of Greater Napanee shall not assume any responsibility for errors in the location of grave, when improper instructions have been given by the Rights Holder, or designate and not confirmed in writing prior to any action being taken by the Cemetery. All costs resulting from improper instructions received will be charged to the individual who ordered the service contract that gave rise to the error.
- b) Orders from Funeral Directors shall be construed as orders from Interment Rights Holders.

### **5.8 Concrete Vaults/Outer Liners**

- a) These are considered mandatory by the Cemetery only when required by the Medical Officer of Health who may also insist on a hermetically sealed container.
- b) The supplier installing the vault shall use its own equipment to install the vault subject to confirmation of specific arrangements for same with the Cemetery.

### **5.9 Soft Ground – Alternative Arrangements**

At times when the ground is soft from spring thaws, rain, or other cause where personal safety is at risk, committal services shall be held at a later date.

### **5.10 Scattering of Cremated Remains**

Scattering remains is not permitted

## **SECTION 6: DELAYED INTERMENT**

### **6.1 Temporary Storage when Burial Delayed**

If for any reason the Cemetery determines that a burial is not feasible on the day of the funeral, staff may direct that the committal service be held at a later date, and the body may be placed in the Cemetery's Vault for temporary storage. The burial shall take place as soon as conditions permit.

### **6.2 Limitations on Temporary Storage**

- a) The Cemetery Vault may be used for temporary storage over the winter. In all cases involving full burial, deceased persons stored in the aforesaid vault must be embalmed. See Schedule "B" for fees for use of the Cemetery Vault.
- b) No body may be stored in the Vault without payment in full.
- c) Bodies in the Vault must be placed in wood, metal or rigid plastic containers. Reinforced cardboard is not permitted.

- d) In the event that a person has died of a contagious disease and placement in the Cemetery Vault is requested, the Cemetery retains the right to refuse placement in this Vault or to require that the body be placed in a hermetically sealed container.
- e) All bodies shall be removed by April 15<sup>th</sup> or a date determined by the Cemetery staff, usually depending on weather.
- f) The cemetery may remove a body from the Vault and inter any time after the April 15<sup>th</sup> deadline should the condition of the body render its interment necessary or expedient. The Cemetery shall have sole authority to determine when such interment should take place. A reasonable effort will be made to contact the Interment Rights Holder and/or the Funeral Home prior to making the Interment taking place.

### **SECTION 7: DISINTERMENT OF REMAINS**

- a) No disinterment of human remains shall take place without the written approval of the Interment Rights Holder and after notification of The Medical Officer of Health as required by law. All disinterment's shall be performed in accordance with the FBCSA. All costs will be accepted by the Interment Right Holder or the party authorizing the disinterment. 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(s) as per FBCSA, Section 102.1.
- b) Disinterment or disinurnment of cremated remains requires approval of the Rights Holder requesting the action. All costs, including those associated with replacing the plaque for the niche, shall be at the expense of the Interment Right Holder.

### **SECTION 8: MONUMENTS AND MARKERS**

#### **8.1 General Requirements**

- a) The Cemetery requires advance notice in writing of the intent to install a monument.
- b) All monument and marker placements must be approved by the Cemetery before installation may take place.
- c) Permanent monuments and markers of any kind erected must be constructed solely of granite or bronze to recognized standards.
- d) No monument or marker shall be installed on a lot without the existing Interment Right Holder's written permission having been filed with the Cemetery.
- e) Monuments and markers must be installed centred at the head of the grave unless written approval to vary this arrangement is granted from the Cemetery.
- f) Markers for a cremation burial are to be flush to the ground (may be in addition to the upright monument).
- g) Single width lots may have one large marker, flat or upright, that shall be no larger than 30 inches wide including the base.
- h) A Personal/Family Sized Columbarium is acceptable; however, a smaller niche monument is not permitted – see Section 10.4 for more information.
- i) Pillow markers are acceptable, but only at the head of the grave, any other markers in the plot must be flat and flush to the ground.

- j) Homemade markers are permitted only temporarily; see Section 8.2.
- k) No items to be affixed to a columbarium.
- l) The Cemetery shall do all foundations. Exemptions may be made if the Monument Company provides their consumers a guarantee upon installing their own.
  - i) If permission is granted, the Monument Company must agree to, and sign, the Cemetery's document outlining foundation specifications; see Schedule "C".
- m) Double wide plots may have one large upright or flat marker flush to the ground up to 60 inches wide including the base.
- n) Large family plots shall only have one upright monument in the centre and any other markers will be flat and flush to the ground.
- o) The Cemetery has the right to determine the size and shape of any monument being placed in the cemetery. This will be determined on an individual basis.
- p) A Monument Installation or Addition Request Form must be submitted for approval prior to ordering or installing.

### **8.2 Temporary Markers**

- a) Temporary Markers may be installed to memorialize an interment on the site where such disposition has taken place.
- b) These markers shall be subject to the same approval process as a regular monument or flat marker.
- c) Care and Maintenance fees will not be applied to a Temporary Marker.
- d) Temporary Markers may only be installed for up to two years after the interment date; it is the responsibility of the Interment Rights Holder to collect upon expiry or it will be removed and discarded by Cemetery Staff without notice.
- e) Temporary Markers shall be constructed of material that will not shatter if such come in contact with maintenance equipment or parts thereof. Soft plastic, glass, cardboard or paper products, ceramic, or other crockery type materials will not be accepted.
- f) No sharp points or edges on the Temporary Marker.
- g) The marker must be heavy enough to stay in place or be secured in place by a bottom spike.
- h) The Temporary Marker shall not be more than 3ft in height and no more than 2ft wide.
- i) The marker shall not impede any other possible interments while in place.
- j) The Temporary Marker is permitted for one term only.

### **8.3 Payment**

No monument or marker shall be installed before payment is received for the Care and Maintenance Funds in accordance with the FBCSA. See Schedule "B" for fees.

### **8.4 Monument Height Restrictions**

All upright monuments must conform to the following height restrictions:

- a) Height is measured from the ground to the top of the die;
- b) Upright monuments up to 32 inches high must be at least 6 inches thick;
- c) Upright monuments from 32 inches to 48 inches in height must be at least 8 inches thick;
- d) Any upright monument higher than 48 inches must have plans submitted to the Cemetery for approval and may be rejected for practical or aesthetical reasons;
- e) The minimum thickness for flat markers and cornerstones is 4 inches.

### **8.5 Cornerstone Restrictions**

- a) Cornerstones installed, must be in the corners of the plot in a location dictated by the Cemetery.
- b) Cornerstones must be installed flush to the ground.

### **8.6 Inscriptions**

- a) The Cemetery shall review and if they are acceptable pre-approve inscriptions and designs on all monuments. No inscription or design shall be placed on any monument or marker that is not in keeping with respectful tone of the Cemetery. The Cemetery shall have the sole authority to determine what is/what is not an appropriate inscription or design.
- b) Burial information, for example names and dates shall not be placed on the back of an upright monument unless the monument sits in the middle of a family plot.
- c) Memorialization on a niche is permissible within the allocated space and subject to Cemetery limitations; prices as set out in Schedule "B".
- d) Any marker or monument found to be in contravention of this bylaw may be removed without notice.

### **8.7 Unsafe Monument or Marker**

Any upright monument or marker found to be unsafe and presenting a risk to the public by reason of its possible instability shall be repaired, reset, or laid down to remove the risk.

### **8.8 Delivery and Installation**

- a) All contractors who are to install a monument or marker (including the foundation) shall give Cemetery Staff notice of the date/time they will be in the Cemetery to do the installation.
- b) The placement of a monument or marker shall not interfere with future interments.

### **8.9 Repair of Monuments and Markers**

- a) The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- b) Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
- c) Monuments, markers, plaques are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss, deterioration, or vandalism. These memorials should be protected by the Rights Holder's own insurance coverage (if applicable).

### **8.10 Foundations**

See Section 8.1 (I), but also the Cemetery reserves the right to inspect any holes to ensure compliance prior to pouring the foundation.

#### Upright Monuments:

- a) Must have a Foundation that has a minimum depth, below ground, of 3-4 feet and a surface that is large enough to place the individual monument base on top;

- b) Foundation must be made of concrete or granite.

***Flat Markers:***

- a) Must be set with a tamped base material, such as stone dust, to inhibit the stone sinking over time;
- b) Must be set flush to the ground;
- c) Must be at least 4 inches thick.

**SECTION 9: CARE OF LOTS**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure, and preserve the cemetery grounds and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots or scattering grounds;
- Maintenance of cemetery roads, sewers, and water systems;
- Maintenance of perimeter walls and fences;
- Maintenance of cemetery landscaping;
- Maintenance of mausoleum and columbarium; and
- Repairs and general upkeep of cemetery maintenance buildings and equipment.

**9.1 *Grading of a Lot***

- a) No person shall alter the grading of any lot;
- b) No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

**9.2 *Flowers and Planting***

- a) Flowers placed on a grave 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;
- b) No person shall plant trees, flower beds nor shrubs in the cemetery;
- c) All artificial flowers are to be off the ground in saddles or racks only;
- d) For graves with no upright monument, flowers may be set on the flat marker to not hinder grass upkeep;
- e) Compostable items, such as fresh cut flowers without wrapping, may be placed on the ground in front of a monument;
- f) Flower pots, vases, or other receptacles are not permitted on the ground.

**9.3 *Shepherd Hooks & Solar Lights***

Shepherd hooks and solar lights are not permitted.

**9.4 *Damage – Limitations of Cemetery Liability***

The Cemetery shall not be responsible for any damage to lots and structures or objects therein, nor for flowers or other articles removed from a grave.

### **9.5 *Decorating a Lot***

- a) Fences or borders of any type around lots are not permitted.
- b) The Cemetery reserves the right to disallow or remove quantities of memorial wreaths, flowers, or any other mementos considered to be excessive and as such diminishes the otherwise tidy appearance of the cemetery.
- c) Memorial wreaths may be placed from October 15<sup>th</sup> until April 15<sup>th</sup> the following year. In order to prepare the grounds for spring, wreaths must be removed prior to April 15<sup>th</sup>. Wreaths not removed by this date will be removed and disposed of by the Cemetery without notification.
- d) Items are not permitted in or on the ground.
- e) Figurines or other items placed at a grave must fit on the base of the monument without hanging over the edge and be heavy enough not to blow off. Any items that are deemed too large will be removed.

## **SECTION 10: OPENING AND CLOSING OF A NICHE**

### **10.1 *Niche Face***

The niche face is defined as the outside wall of the niche compartment. The niche face may contain the names and dates only or if it is single use (one name and date), a short verse may be added.

### **10.2 *Additional Condition Governing Cancellation of Columbarium Contract***

The Rights Holder(s) may cancel the contract by written notice and have the cemetery repurchase the Inurnment Rights provided the niche face has not been lettered and no inurnment has taken place.

### **10.3 *Opening and Closing of a Niche***

An inurnment opening or closing fee will apply as set in the Cemetery Price List; Schedule "B".

### **10.4 *Personal Columbarium***

- a) Must have minimum of 16 Niches;
- b) Rights Holder is responsible for the price of the Foundation;
- c) Rights Holder must sign an Order of Interment Form for each inurnment;
- d) The opening/closing and inscription fees apply as set out in Schedule "B";
- e) No selling of individual Niches;
- f) The Cemetery will hold the key for the Columbarium in order to properly account for inurnments;
- g) Graves are sold in 4ft x 8ft or 4ft x 10ft plots; one must purchase an appropriate amount of land to accommodate the base of the Family Columbarium;
- i) No in-ground burials permitted in a space purchased to construct a family Columbarium;
- h) The Columbarium plans will need to be approved by both the Cemetery as well as the Bereavement Authority of Ontario.



## **SECTION 11: DONATIONS AND MEMORIALS**

- a) All monetary and structural gifts may be accepted as donations or elements of a donation and must be approved by the Cemetery and become property of the Town.
- b) They are located at the approval of the Cemetery, although every effort will be made to accommodate the request of the donor.
- c) The Town accepts no responsibility for damage, loss, or replacement of any donated items.
- d) Once installed, donated structures cannot be removed, painted, or adjusted in any way or form by individuals.

## **SECTION 12: CONTRACTOR/MONUMENT DEALER REGULATIONS**

- a) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- b) Notice will be given to the Cemetery Operator detailing when they will be in the cemetery doing work
- c) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their 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
- d) Contractors shall not hover during a graveside service waiting to close the grave. Contractors shall be respectful and allow reasonable time for the service to end before entering with their equipment
- e) Contractors, monument dealers, and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage
- f) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator

## **SECTION 13: GENERAL PROVISIONS**

### **13.1 Short Title**

The short title of this by-law is the "Cemetery By-law".

### **13.2 Severability**

If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this By-law will be considered severed from the remainder of this By-law, which shall continue to be in full force and effect.

**SECTION 14: ENACTMENT**


**14.1 Repeal**

The by-laws of the Napanee Cemetery Company for Riverside and Riverview Cemetery, and any other by-laws or portions thereof conflicting with this by-law are hereby repealed and superseded.

**14.2 Coming into Force**

This By-law shall come into force and take effect on the date of approval by the Registrar.

Read a first and second time and finally passed this 13th day of September 2022.

  
Marg Isbester, Mayor

  
Jessica Walters, Clerk



<b>APPROVED</b> By the Registrar, <i>Funeral, Burial and Cremation Services Act,</i> 2002, Bereavement Authority of Ontario	<b>APPROUVÉ</b> Par le Registraeur, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation,</i> l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>September 19, 2022</u>	

**SCHEDULE "A"**  
**To Cemetery By-law No. 2022-0063**

Town of Greater Napanee Cemetery List  
*Licence #: 4690486*

**Active Cemeteries:**

*Riverside Cemetery* – 334 Church St, Napanee

- Plots Available for Purchase
- Interments Accepted

*Riverview Cemetery* – 336 Dundas St W., Napanee

- No Plots Available for Purchase
- Interments Accepted

*Roblin Cemetery* – 3136 Highway 41, Roblin

- No Plots Available for Purchase
- Interments Accepted

*St. Alban's Cemetery* – 10451 Highway 33, Adolphustown (process has started, records have not yet been transferred)

- Plots Available for Purchase
- Interments Accepted

*Mount Pleasant Cemetery* – 1513 County Road 1 W, Napanee, ON (transfer process has not yet started)

**Inactive Cemeteries (Note: \* = Private Property):**

- No Plots Available for Purchase
- No Interments Accepted

*Jaynes Cemetery* (aka Kimmett) – Conc. 3, Lot 18 (Richmond)

\**Baird Cemetery* (aka Edgar) – Conc. 4, Lot 13 (N. Fredericksburgh)

*Big Creek Cemetery* (aka Close's Mills) – Conc. 4, Lot 18 (N. Fredericksburgh)

\**Brown Cemetery* – Conc. 1, Lot 14 (Adolphustown)

*Bygott Cemetery (aka Parks or Baycircuit) – Conc. 4 Add., Lot 7,8 (N. Fredericksburgh)*

*Carscallen Cemetery (aka Wagar or Cuthill) – Conc. 4, Lot 11 (N. Fredericksburgh)*

*\*Diamond Cemetery – Conc. 3 Add., Lot 9 (S. Fredericksburgh)*

*\*Fisher Cemetery (aka Judge Fischer) – Conc. 3, Lot 14-17 (Adolphustown)*

*\*Garrison Cemetery – Conc. 3 Add., Lot 11 S. Fredericksburgh)*

*Hay Bay United Church – Conc. 3, Lot 18 (Adolphustown)*

*\*Hazelton Spencer Cemetery – Conc. 1 Add., Lot 9 (S. Fredericksburgh)*

*\*Kaiser Cemetery (aka Gosport) – Conc. 4, Lot 20-21 (Adolphustown)*

*Loyst Cemetery – Conc. 3 Add., Lot 6 (S. Fredericksburgh)*

*Lutheran Cemetery (aka Ebenezer or Chambers) – Conc. 4, Lot 23 (N. Fred)*

*\*Markle Cemetery – Conc. 1, Lot 6 (Richmond)*

*Empey Hill Cemetery (aka Martin) – Conc. 4, Lot 5 (Richmond)*

*\*Oliver Cemetery (aka Cemetery on C. Reynold's Farm or Deseronto Rd or Sagar Burial Ground) – Conc. 1, Lot 8 (Richmond)*

*Quaker Cemetery – Conc. 3, Lot 21 (Adolphustown)*

*Rombough Cemetery (aka New Sillsville) – Conc. 2, Lot 8 (S. Fredericksburgh)*

*Sandhill Cemetery (aka McCabe or Bay Centre) – Conc. 3 Add., Lot 1 (N. Fred)*

*Selby Anglican Cemetery – Conc. 4, Lot 21 (Richmond)*

*Sexsmith Cemetery – Conc. 4, Lot 14 (Richmond)*

*Shorey Burial Place Cemetery – Conc. 7, Lot 29 (N. Fredericksburgh)*

*\*Sicker Hill Cemetery – Conc. 2, Lot 16 (S. Fredericksburgh)*

*\*Smith Cemetery – Conc. 3, Lot 13 (Richmond)*

*Spookhorn Cemetery – Conc. 7, Lot 23-25 (N. Fredericksburgh)*

*St. Mary Magdalene Cemetery (aka old Anglican Church) – Conc. 2, Lot 23*

*Trumpour Cemetery – Conc. 3, Lot 29 ( Adolphustown)*

*Upper Gap Aboriginal Cemetery (aka BAGE-2 Burial Site) – Conc. 1, Lot 22 (S. Fred)*

*\*Vandewater Cemetery – Conc. 2, Lot 6 (S. Fredericksburgh)*

*\*Alkenbrack Cemetery – Conc. 3, Lot 16 (S. Fredericksburgh)*

*\*Sedore Cemetery (aka Wesplain East) – Conc. 10, Lot 15 (Richmond)*

*\*Westplain Cemetery (aka Westplain West or Wayte Cemetery) – Conc. 10, Lot 12 (Richmond)*

*\*Cemetery on D. Arnold's Farm (aka Old Westplain Cemetery) – Conc. 10, Lot 12 (Richmond)*

*Windover Cemetery (aka Pinegrove) – Conc. 8, Lot 14 (Richmond)*

*Old Woodstock – Conc. 5 Add, Lot 13 (Richmond)*

**SCHEDULE "B"**  
**To Cemetery By-law No. 2022-0063**

**Town of Greater Napanee**

124 John St, PO Box 97

Napanee, ON K7R 3L4

Cemetery Operator Licence #: 4690486

Chelsie Bowen

Sales Representative Licence #: 4749245

613-776-1103

[cbowen@greaternapanee.com](mailto:cbowen@greaternapanee.com)

**Price List Effective January 1, 2023**

*Payments to be Made in Full before a Burial can take place.*

<u>Sale of Interment Rights</u>	<u>Price</u>	<u>HST</u>	<u>C&amp;M</u>	<u>TOTAL</u>
		<i>(C&amp;M included in the price – not taxed)</i>		
<b>Single Grave</b> 1 full burial + 4 cremations permitted	\$1409.40	\$109.93	\$563.76	\$1519.33
				+
<b>Cornerstones</b> (set of 4 required per plot)	\$200.00	\$26.00	N/A	\$226.00
				<b>= \$1745.33</b>
<b>Columbarium</b> Level 1 (bottom)	\$1036.74	\$113.33	\$165.00	\$1150.07
Level 2	\$1148.40	\$126.90	\$172.26	\$1275.30
Level 3	\$1252.80	\$138.43	\$187.92	\$1391.23
Level 4 (top)	\$1357.20	\$149.97	\$203.58	\$1507.17

<u>Interment</u>	<u>Date</u>	<u>Price</u>	<u>HST</u>	<u>TOTAL</u>
<i>(burial open/closing per human remains ex. 2 urns = price x2)</i>				
<b>Casket</b>	Weekday	\$1148.40	\$149.29	\$1297.69
	Saturday Morning	\$1461.60	\$190.01	\$1651.61
	Saturday Afternoon	\$1670.40	\$217.15	\$1887.55
<b>Cremation</b> (per remains)	Weekday	\$730.80	\$95.00	\$825.80
	Saturday	\$887.40	\$115.36	\$1002.76
<b>Columbarium</b>	Weekday	\$261.00	\$33.93	\$294.93
	Saturday	\$313.20	\$40.72	\$353.92

*\* No interments shall take place on a Sunday or any Holiday except in accordance with the direction of the Medical Officer of Health*

<u>Disinterment</u>	<u>Price</u>	<u>HST</u>	<u>TOTAL</u>
<b>Casket</b>	Double the Interment Fee	As Applicable	-
<b>Urn</b>	Double the Interment Fee (ground or niche)	As Applicable	-

<u>Other Fees</u>	<u>Price</u>	<u>HST</u>	<u>TOTAL</u>
<b>Upright Monument Foundation</b>	\$500.00	\$65.00	\$565.00
<b>Vault Storage (winter months)</b>	\$500.00	\$65.00	\$565.00
<b>Winter Burial Surcharge</b>	\$100.00	\$13.00	\$113.00
<b>Deed/Interment Rights Transfer Fee</b> <i>* No Sales Allowed</i>	\$200.00	\$26.00	\$226.00
<b>Niche Inscription Name and DOB</b>	\$325.00	\$42.25	\$367.25
<b>Niche Inscription Date of Death</b> (at a later date)	\$225.00	\$29.25	\$254.25
<b>Custom Work (min. 1hr)</b>	\$65/hour	As Applicable	-
<b>Custom Work (winter months)</b>	\$75/hour	As Applicable	-
<b>Monument Cleaning</b>	\$75.00	\$9.75	\$84.75
<b>Staking</b>	\$50.00	\$6.50	\$56.50

**Care and Maintenance Fund Contributions for Monuments/Markers**

*(As prescribed by the Funeral, Burial & Cremation Services Act)*

<u>Size</u>	<u>Price</u>	<u>HST</u>	<u>TOTAL</u>
<b>Flat Marker</b> (Smaller than 173 square inches)	\$0.00	\$0.00	\$0.00
<b>Flat Marker</b> (Greater 173 square inches or greater)	\$100.00	\$13.00	\$113.00
<b>Upright Marker</b> (Less than 4ft in height or length, including the base)	\$200.00	\$26.00	\$226.00
<b>Upright Marker</b> (More than 4ft in height or length, including the base)	\$400.00	\$52.00	\$452.00

Price List Effective January 1, 2022 to December 31, 2022

Description		Price	HST	Total	Care & Maintenance Contribution (Trust)	
<b>Sales</b>	Single Grave	\$ 1 350.00	\$ 175.50	\$ 1,525.50	\$ 540.00	
	Corner Markers (required per plot)	\$ 175.00	\$ 22.75	\$ 197.75		
	Columbarium	Level 1 (bottom)	\$ 1 000.00	\$ 130.00	\$ 1,130.00	\$ 165.00
		Level 2	\$ 1 100.00	\$ 143.00	\$ 1,243.00	\$ 165.00
		Level 3	\$ 1 200.00	\$ 156.00	\$ 1,356.00	\$ 180.00
		Level 4 (top)	\$ 1 300.00	\$ 169.00	\$ 1,469.00	\$ 195.00
<b>Interment</b>	Casket	Weekday	\$ 1 100.00	\$ 143.00	\$ 1,243.00	
		Saturday Morning	\$ 1 400.00	\$ 182.00	\$ 1,582.00	
		Saturday Afternoon	\$ 1 600.00	\$ 208.00	\$ 1,808.00	
	Cremation	Weekday	\$ 700.00	\$ 91.00	\$ 791.00	
		Saturday	\$ 850.00	\$ 110.50	\$ 960.50	
	Columbarium	Weekday	\$ 250.00	\$ 32.50	\$ 282.50	
		Saturday	\$ 300.00	\$ 39.00	\$ 339.00	
	<b>Additional Services</b>					
	Monument Foundation	\$ 500.00	\$ 65.00	\$ 565.00		
	Vault Storage	\$ 500.00	\$ 65.00	\$ 565.00		
	Deed Transfer Fee	\$ 200.00	\$ 26.00	\$ 226.00		



**SCHEDULE "C"**  
**To Cemetery By-law No. 2022-0063**

**Foundation Installation Agreement**

Company Name: \_\_\_\_\_

**Step 1:** *Skip to Section 2 if you have already filled this section in for the year and there are no changes*

WSIB Coverage: \_\_\_\_\_

Insurance Policy #: \_\_\_\_\_

**Step 2:**

Date of Installation: \_\_\_\_\_

Type of Foundation (circle one):            Upright Monument or Flat Marker

Last Name on the Monument/Marker: \_\_\_\_\_

I, the undersigned, agree to install the foundation for an upright monument and/or a flat marker to the specifications as set in the Town of Greater Napanee's Cemetery Bylaws; Section 8.9:

**Upright Monuments:**

- a) Must have a Foundation that has a minimum depth, below ground, of 3-4 feet and a surface that is large enough to place each individual monument base on top
- b) Foundation must be made of concrete or granite

**Flat Markers:**

- a) Must be set with a tamped base material, such as stone dust, to inhibit the stone sinking over time
- b) Must be set flush to the ground
- c) Must be at least 4 inches thick

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

*Office Use*

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

*(Town of Greater Napanee Cemetery Staff)*