

**The Corporation of The Town of Greater Napanee
By-law No. 2025-0018**

**A By-law to Regulate the Operation of Municipal Cemeteries in Accordance with the
Funeral, Burial and Cremation Services Act, 2002 (FBCSA), and to Repeal By-law 2022-
0063**

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

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 the FBCSA requires that a cemetery is to be operated in accordance with the Act and any applicable regulations;

AND WHEREAS Section 151 of O. Reg 30/11 provides that no cemetery by-law is effective until it is filed with and approved by the Registrar of the Bereavement Authority of Ontario;

AND WHEREAS the Town of Greater Napanee holds a license for both active and in-active cemeteries within the municipality;

AND WHEREAS the Council of the Corporation of the Town of Greater Napanee deems to expedient to repeal and replace By-law No. 2022-0063 in order to update its rules and regulations with respect to cemeteries;

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

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Section 1: General Provisions

1.1 Short Title

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

1.2 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.

1.3 Scope

This By-law applies to all cemeteries owned, operated and licenced by the Town of Greater Napanee. It applies to the activities and administrative duties that are carried out by cemetery staff. Also applies to all persons visiting municipal cemeteries. This By-law does not apply to cemeteries that are not licenced under the Town of Greater Napanee and are considered privately owned.

Section 2: Definitions

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

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Cemetery: land that is set apart or used as a place for the burial of human remains and, for greater certainty, includes all tombstones, grave markers and other monuments located thereon, and any buildings or structures located thereon for the permanent placement of human remains.

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

Cemetery Staff: means an employee of the Town of Greater Napanee identified by the Town as having responsibility and/or authority for the operations of municipal cemeteries.

Cemetery Services:

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

Columbarium: an aboveground structure designed for the purpose of entombment of cremated human remains in sealed compartments known as a niche.

Contract: For purposes of this By-law, all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the Town of Greater Napanee have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery By-law, 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.

Fees for Services By-law: means the Town of Greater Napanee By-law to 'Impose Fees or Charges for Services Provided, Costs Payable or Use of Property by the Town of Greater Napanee', as amended or replaced from time to time.

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

Grave: see **Lot**.

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 Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

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.

Lot: an area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

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 commemorate the location of a burial.

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

Officer: means a person appointed by Council as a municipal By-law Enforcement Officer, a Police Officer, or any other individual duly appointed to enforce this By-law.

Personal Representative: an Executor or Power of Attorney (POA), an administrator or an administrator with will be annexed.

Plot: two or more lots in respect of which the rights to inter/bury have been sold as a unit.

Price List: the annually reviewed published price list of cemetery services of The Corporation of the Town of Greater Napanee, found in the Fees for Services By-law as amended.

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

Section: an area of a cemetery consisting of Lots, Plots, Graves and Columbarium's.

Municipality or Town: refers to the 'Town of Greater Napanee'.

Vault: the outer protective container or liner for a casket or urn, normally made from concrete.

Section 3: General Rules and Regulations

3.1 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
- Closed for interments on Statutory Holidays

Cemetery Grounds:

- Open to the Public from Dawn to Dusk.

3.2 Entry, Access and Use Limitations

1. No person shall enter the cemetery or be within the cemetery after dusk. Police and authorized staff are exempt.
2. No business shall enter the grounds with the object of erecting a marker or monument except as specifically approved by cemetery staff.
3. Individuals visiting the cemetery will behave in a way that is generally respectful that shall not disturb any service being held.
4. The Town of Greater Napanee reserves the right and full control over the cemetery operations and management of land within the cemetery grounds.
5. No loitering or camping is permitted at any time.

3.3 Adult Supervision

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

3.4 Vehicles

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

3.5 Animals and Pets

1. All pets must be leashed while on cemetery grounds.
2. Owners shall remove pet feces from the cemetery.
3. No pet remains may be placed, interred and/or scattered on cemetery grounds.

3.6 Damage and Debris

1. No person shall damage, destroy, remove, or deface any property within the cemetery.
2. Any person doing any damage within the cemetery will be held responsible for the damages.
3. No person shall deposit garbage or leave damaged/unsightly items on the grounds of the cemetery.
4. Mementos that are placed at a gravesite that become damaged or broken will be removed and disposed of without notice.
5. Spring clean-up of cemeteries will begin on the Monday after April 15th of each year.
 - Rights Holders are responsible to remove any items they do not want discarded. (Recent burial sites are exempt).
 - The Town of Greater Napanee will supply garbage receptacles during this time.

3.7 Limits on Cemetery Operations

1. No graveside service or disinterment's, 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.
2. Other dates may be excluded at the discretion of cemetery staff for practical reasons such as inclement weather or unforeseen issues.
3. Saturday interments, as well as other days when the cemetery is normally not in operation, will be subject to an additional fee that shall be listed in the cemetery price list found in the Fees for Services By-law.
4. In the event that the cemetery is not open, provision is made for temporary storage of human remains in the cemetery vault. Fees for this service shall be listed on the cemetery price list found in the Fees for Services By-law.

3.8 Right to Re-Survey

Cemetery staff have 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 and consent from the Registrar, FBCSA, BAO, where necessary.

3.9 Liability

The Town of Greater Napanee 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, monument, marker, or other article that has been placed in relation to an interment right, save and except for direct loss or damage caused by gross negligence of the cemetery staff.

3.10. Code of Conduct

1. As the owner of a cemetery, the Town reserves the right to establish and enforce a Code of Conduct to govern appropriate behaviour of cemetery staff, customers and visitors to a cemetery.
2. There will be zero tolerance for any type of disrespectful, threatening, or aggressive behaviour toward cemetery staff or other customers whether in person, over the phone, through email, or social media.
3. An Officer or cemetery staff may order any person believed to be contravening or have contravened any provision of this By-law:
 - to immediately desist from the activity constituting or contributing to such contravention; or
 - to leave the municipal cemetery immediately.
4. An Officer or a cemetery staff member may order any person engaging in an activity that requires a contract to provide the original copy of the agreement for inspection.
5. No person shall fail to comply with the order given by an Officer or a cemetery staff member.

3.11. By-law Amendments

The cemetery shall be governed by this By-law, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All By-law 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 for no less than four (4) weeks; and
- c) Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year (12-month period).
- d) All By-laws and By-law amendments are subject to the approval of the Registrar, FBCSA, Bereavement Authority of Ontario (BAO).

3.12. Public Register

As required by the FBCSA, a public register shall be maintained and made available to the public during regular office hours at the municipal office located at 99A Advance Avenue, Napanee.

Section 4: Interment Rights

4.1 Purchase of Interment Rights:

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in this cemetery By-laws. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the Town, providing such information as may be required by cemetery staff for the completion of the contract and the public register.

The purchaser will receive:

- a) A copy of the contract: All purchasers of interment rights must sign a contract with cemetery staff. This contract details the rights and obligations of both parties as well as their acceptance of this By-law.
- b) A copy of the cemetery By-law.
- c) A copy of the price list as set out in the Fees for Services By-law, as amended.
- d) The BAO's publication 'A Guide to Death Care in Ontario', also known as the 'Consumer Information Guide.'

The interment right certificate will be forwarded to the person(s) listed as the interment right holder(s) in the contract, after full payment is received.

Any charges associated with the exercise of rights, including interment(s) and the placing of monuments or 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 in accordance with the cemetery price list found in the Fees for Services By-law, as amended.

4.2 Cemetery Care and Maintenance on Lot/Niche Sales

1. 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 rights sold; and prescribed amounts for monuments and markers is contributed into the Care and Maintenance Fund.
2. The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity.
 - 40% (or minimum \$290) of the purchase price of one in-ground grave (24 square feet or larger)
 - 40% (or minimum \$175 – whichever is greater) of the purchase price of one child or cremation grave (smaller than 24 square feet)
 - 15% (or minimum \$165) of the purchase price of one niche.
3. Services that can be provided through this fund include:
 - Lawn care, re-leveling and sodding or seeding of lots
 - Maintenance of cemetery roads
 - Maintenance of perimeter walls, fences and vaults
 - Maintenance of cemetery landscaping
 - Maintenance of columbarium's

- Repairs and general upkeep of cemetery maintenance buildings and equipment
 - To the extent that income from the Care and Maintenance Fund permits, the Town will stabilize and secure markers and monuments within the cemetery as cemetery staff see fit.
4. See cemetery price list found in the Fees for Services By-law for contribution amounts, as amended.

Section 5: Cancellation, Resale, Transfer of Interment Rights

5.1 Cancellation of Interment rights within 30 Day Cooling-Off Period

A purchaser has the right to cancel an interment rights contract within 30 days of signing the interment rights contract, by providing written notice of the cancellation to the Town of Greater Napanee. The Town of Greater Napanee will refund all monies paid by the purchaser within 30 days from the date of the request for cancellation. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

Please note: Care and Maintenance Fund Contributions are not refundable except when interment rights are cancelled within the 30-day cooling off period.

5.2 Resale of Interment Rights – Third-Party Resale Permitted

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery’s current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the Town of Greater Napanee is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery By-law and in keeping with the FBCSA and Ontario Regulations.

5.3 Requirements for a Third-Party Resale

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser with the following:

The interment rights certificate endorsed with the following:

- a) A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
- b) A signed confirmation by the Town that the person selling the rights is shown as the rights holder in the cemetery’s records.
- c) The date on which the rights are to be sold to the third-party purchaser.
- d) The name and address of the third-party purchaser.

A statement of any money owing to the Town in respect to the rights.

- a) A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that remain available.
- b) Any other documents in the rights holder’s possession relating to the rights.
- c) A copy of the current cemetery By-law.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the Town of Greater Napanee with the

endorsed certificate and any other information that the Town requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser shall be considered the current interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery By-law and the FBCSA.

The Town of Greater Napanee will apply an administration fee for the issuance of new interment right certificate(s) in accordance with the Town of Greater Napanee's price list as shown in the Fees for Services By-law, as amended. This price is separate from the re-sale price and goes directly to the Town of Greater Napanee.

Important Note: The Town will not issue a new certificate of interment rights or complete a sale if the original owner is unable to provide the Town with all required proof of ownership.

5.4 Repurchase Where Monument Exists on Site but No Rights Exercised

Should any permanent monument or marker exist on the site, the transferee or purchaser will be held responsible for the removal and disposal of the monument or flat marker at their own cost or negotiation with the current rights owner.

5.5 Transfer of Interment Rights

The Town of Greater Napanee permits the interment right holder to transfer their interment rights to another person. Transfers must be processed through the Town and the original rights holder must provide ownership documentation or a copy of a Will and Testament showing that they have executive rights to the lots, should the original owner be deceased. The rights holder will have to sign an authorization form permitting the transfer. The Town will apply an administrative fee, as set out in the Fees for Services By-law, as amended, which will be applied when conducting the transfer and upon issuance of a new interment right certificate. (The same obligations described above apply).

5.6 Proof of Interment Rights

1. In cases of transmission of ownership, cemetery staff requires a copy of the Will and Testament or other evidence sufficient to prove ownership by inheritance.
2. Interment of any human remains, other than the rights holder, requires presentation to cemetery staff with the written approval by the interment rights holder.
3. If the interment rights holder is deceased and there is no proof of transfer of rights and the original interment rights holder did not have a Will and Testament designating an Executor and/or Power of Attorney, then cemetery staff will recognize the following people, in order of preference, as being the "personal representative" of the interment rights holder:
 - a) spouse of the deceased.
 - b) children of the deceased (if more than one child, all must agree).
 - c) grandchildren of the deceased if no child is living (if more than one grandchild, all must agree); and
 - d) 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:

- a) the father of the deceased.

- b) the mother of the deceased.
- c) the brothers and/or sisters of the deceased (all must agree).
- d) the grandparent or grandparents of the deceased (all must agree); and
- e) the uncles, aunts, nephews, nieces and great grandparents of the deceased (all must agree).

5.7 Administration Fee for Resale or Transfer

In the case of a resale or transfer of rights, an administration fee applies for cemetery staff to issue a new interment rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the Fees for Services By-law, is also charged for replacement of lost or damaged certificates.

Cancellation rights for interment right contracts entered into prior to the allowance of third party resale by cemetery staff: rights holders are now permitted resale rights, or they still retain the rights set out in their contract or under previous legislation if written before July 1, 2012.

Section 6: Interments

6.1 Opening and Closing of Graves or Niches:

1. Cemetery staff shall be given a minimum 72 business hours of notice for a casket/urn burial or niche inurnment.
2. The opening and closing of graves and or niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
3. The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.
4. Interments or disinterment will not be scheduled on the days that are listed under Section 3.7 *Limits on Cemetery Operations*, unless special arrangements have been made and approved by cemetery staff. Additional fees may be charged on these days.
5. Cemetery staff will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, cemetery staff may be forced to prevent an interment from occurring. Should this occur, cemetery staff will make every effort to rebook the interment as soon as possible.

6.2 Authorization, Information and Documents Required for a Burial

The following items are required before an interment can take place:

1. **Contract:** For each burial or entombment of human remains or of cremated human remains, the purchaser or rights holder(s) must enter into a contract as described in Section 3.1 Purchase of Interment Rights.
2. **Written Permission of Interment Rights Holder(s):** Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial or entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of

the interment rights holder in keeping with the '*Succession Law Reform Act*' i.e. Personal Representative, Estate Trustee, Executor or next of kin.

3. **Proof of Registration of Death:** A '**Burial Permit**' issued by the Register General or equivalent document showing that the death has been registered with the province must be provided to cemetery staff prior to a burial or entombment taking place.
4. **Interment of Cremated Remains:** A '**Certificate of Cremation**' must be submitted to cemetery staff prior to the burial of cremated remains. Cremated remains are **NOT** permitted to be scattered on any grave(s).
5. **Request for Interment:** An '**Order for Interment Form**' must be completed by family and/or the Funeral Director and submitted to cemetery staff prior to the burial. The opening and closing of graves and/or niches shall only be conducted by cemetery staff or those designated to do work on behalf of the Town.
6. **Payment:** Payment in full, shall be made to the Town of Greater Napanee before a burial may take place.
7. **Authorization of Social Services Agency:** If applicable, written instruction from a Social Services Administrator must be submitted to the Town before a burial financially assisted by a Social Services Agency may take place.

6.3 Burial Allowances for a Single Lot

1. A newly purchased, single grave measures 4' x 8' or 4' x 10' and may contain 1 full burial (1 casket) as well as up to 4 cremation (urn) interments (dependent upon which cemetery the interment will take place) **OR** 4 cremation (urn) interments.
2. Double-depth interments are not permitted.
3. Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. Cemetery staff are not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the Town. There will be additional dis-interment fees for the disinterment of cremated remains as part of the casket opening & closing costs (please see the cemetery price list in the Fees for Services By-law). Please also see further provisions under *Section 8: Disinterment*.

6.4 Concrete Vaults/Outer Liners

1. Concrete vaults or outer liners are only considered mandatory by cemetery staff when:
 - a. required by the Medical Officer of Health who may also insist on a hermetically sealed container; or
 - b. Cemetery staff who request the use of a vault due to water table issues, grading, sloping or embankments
2. If a family requests a vault or outer liner, the Funeral Director and/or interment right holder(s) shall contact cemetery staff.
3. Cemetery staff will make all arrangements for the installation of a concrete vault or outer liner in accordance with the 'Contractor Agreement' set out by the Town of Greater Napanee.

6.5 Winter Interments

1. A minimum of 72 business hours of notice shall be required for each burial to allow for snow removal if applicable. Cemetery staff reserve the right to designate certain areas of the cemetery as inaccessible for winter interments due to the property terrain and shall communicate such restrictions to the person(s) requesting a winter interment as soon as reasonably possible.
2. There will be an additional fee for a winter interment. Prices are set out in the Fees for Services By-law as amended.
3. There may be days that the weather will impede an interment or the preparation of the grave.
4. Winter, in the case of this By-law, is from November 15th to April 15th the following year.

6.6 Correction of Interment Errors

In case of an error made by cemetery staff during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot or niche, cemetery staff reserves the right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- a) In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by cemetery staff, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by cemetery staff.
- b) In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot or niche, cemetery staff, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.
- c) Cemetery staff shall not assume any responsibility for errors in the location of any lot, plot or niche when improper instructions have been given by the rights holder or designate and not confirmed in writing prior to any action being taken by cemetery staff. All costs resulting from improper instructions received will be charged to the individual who ordered the service that gave rise to the error. No further work will commence until all incurred fees have been paid in full to the Town.

Section 7: Delayed Interment

7.1 Soft Ground – Alternative Arrangements

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

7.2 Temporary Storage when Burial Delayed

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

7.3 Limitations on Temporary Storage

1. 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 the Fees for Services By-law as amended, for use of the cemetery vault.
2. No deceased person may be stored in the vault without payment in full.
3. Bodies in the vault must be placed in wood, metal or rigid plastic containers. Reinforced cardboard is not permitted.
4. In the event that a person has died of a contagious disease and placement in the cemetery vault is requested, cemetery staff retain the right to refuse placement in this vault or to require that the body be placed in a hermetically sealed container.
5. Cemetery staff may remove a deceased person from the vault and inter any time after the April 15th deadline should the condition of the body render its interment as necessary or expedient. Cemetery staff 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 the interment taking place.

Section 8: Disinterment

1. Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains. In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.
2. Cemetery staff is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, cemetery staff cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, cemetery staff has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
3. Disinterment will be scheduled at a day and time designated by cemetery staff. Cemetery staff reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by cemetery staff to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
4. If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
5. Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with this By-law. If the lot or niche space from which a disinterment has occurred, is transferred or resold, the new interment right holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

Section 9: Monuments and Markers

9.1 General Requirements

1. No marker or other structure shall be installed or permitted on a lot until they have been approved by cemetery staff and all charges have been paid in full.
2. A marker will only be removed from a lot with written order from the interment rights holder, except as required in the course of regular maintenance, an interment or for non-payment of the lot. Removals and re-installation will only be carried out by cemetery staff.
3. The design approval is at the discretion of cemetery staff. (See *Section 9.6 Inscriptions*).
4. Monuments and/or markers will be installed by the Company, unless the Town is requested to complete the install. An application for installation form (provided by cemetery staff) must be completed and submitted to cemetery staff.
5. The application must be signed by the interment right holder or their legal representative, specifying the grave location and approving lettering, finish and other details. The application may be submitted to cemetery staff by the interment right holder or the Monument Dealer on behalf of the interment right holder.
6. The application must be accompanied by the appropriate amount of payment to the Town for deposit into the Cemetery Trust Fund as required by legislation.
7. Deliveries of monuments and/or markers will be accepted, only after the application has been approved, Monday through Friday during regular business hours and will be scheduled around interment services.
8. All monument and/or marker installations will be staked by cemetery staff for proper placement, where the stake represents the center of the monument and/or marker, unless written approval to vary this arrangement is made and approved by cemetery staff.
9. Installation is subject to inspection of the monument and/or marker and base by cemetery staff and to their decision as to whether the memorial conforms to all By-laws.
10. Replacement of foundation or a base of a monument must be authorized by the interment right holder and cemetery staff must be notified of the work to be carried out prior to the dismantling of any monument.
11. Permanent monuments and markers of any kind erected must be constructed solely of granite or bronze to recognized standards.
12. Markers for a cremation burial are to be flush to the ground (may be in addition to the upright monument).
13. Single width lots of 48" (4 feet) may have one large monument that shall be no larger than 36" (3 feet) in length and 38" (3.2 feet) in height, including the base, and a minimum of 6" (15.24cm) thickness.
14. Double wide lots may have one large upright monument up to 60" (5 feet) in length and 38" (3.2 feet) in height, including the base, and a minimum 8" (20.32cm) thickness. Large family plots (6 or more lots) shall only have one upright monument in the centre and any other markers will be flat and flush to the ground. For larger monument requests, that are unique to the lot owner, it will be at the discretion of cemetery staff.
15. Pillow markers are acceptable, but only at the head of the grave, any other markers in the lot must be flat and flush to the ground.
16. Homemade memorialization is NOT permitted.

17. To prevent interference with future interments and optimize cemetery maintenance, Cemetery staff have the right to determine the size and shape of any monument being placed in the cemetery. This will be determined on an individual basis.
18. No monument, footstone, cornerstone, marker or memorialization of any description shall be placed, moved, altered, or removed without permission from cemetery staff.
19. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.
20. Cemetery staff will take reasonable precautions to protect the property of interment right holder, but assumes no liability for the loss of, or damage to, any monument, marker or structure, or part thereof unless it is as a result of negligence by cemetery staff.
21. Memorials – monuments, markers, plaques, etc. are owned by the interment right holder and cemetery staff are not responsible for their loss or deteriorations. These memorials should be protected by the interment rights holder(s) own insurance coverage or stipulated in the contractors signed guarantee.
22. Personal monuments with niche compartments that hold cremated remains (inside the monument) are not permitted on individual lots. This does not apply to *Section 12.4 Personal Family Columbarium*.

9.2 Payment

No memorial or other structure (monument or marker) shall be erected or permitted on a lot or plot until payment is received in full for the Care and Maintenance Funds in accordance with the FBCSA. Applicable fees are set out in the Town's current Fees for Services By-law.

9.3 Cemetery Care and Maintenance of Monuments

As required under the FBCSA (including Regulation 30/11, Section 87), the following contributions will be remitted to an irrevocable cemetery care and maintenance trust fund. (Taxes will be applied at time of purchase).

1. Flat Marker (smaller than, 1,116.13 cm² / 173 in²) = \$0.00
2. Flat Marker (1,116.13 cm² / 173 in² or larger) = \$100.00
3. Upright Marker measuring 1.22 m (4ft) or less in height and 1.22m (4ft) or less in length, including the base = \$200.00
4. Upright Marker measuring more than 1.22 m (4ft) in either height or length, including the base = \$400.00

9.4 Monument/Marker Size Restrictions

1. The minimum thickness of a die stone shall be 6" (15.24cm). Should the monument exceed 3' feet overall height, the die thickness must be 8" (20.5cm).
2. The die stones must be installed on a granite base. The height of the base shall be a minimum of 8" (20.3cm). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 2" (7.6cm) allowing the surface of the base to be exposed on all sides. The bottom of the base shall be smooth sawn.
3. The minimum thickness for a flat marker is 4" (10.16cm).

9.5 Cornerstones

1. Cornerstone purchases are mandatory when purchasing a burial lot or plot.
2. The minimum thickness for cornerstones is 4 inches.
3. Cornerstones are ordered and installed flush to the ground by cemetery staff.

4. The purchaser will advise cemetery staff with what they would like to have as an inscription on the corner stones. Character limits may impact what can be inscribed on the stone. Cemetery staff will be responsible for relaying this information to the monument company of their choosing, on behalf of the purchaser.
5. Sunken cornerstones can be reset by contacting cemetery staff; applicable fees for this service are set out in the Fees for Services By-law.
6. Interment right holder(s) and/or Monument companies are prohibited from doing any work on cornerstones, monuments or markers unless authorized by cemetery staff, due to liability.

9.6 Inscriptions

1. Cemetery staff shall review inscriptions and designs on all monuments and markers, and if they are acceptable approve.
2. No inscription or design shall be placed on any monument or marker that is not in keeping with respectful tone of the cemetery. Cemetery staff shall have the sole authority to determine what is or is not an appropriate inscription or design. Such decisions shall be made giving consideration to the policies and procedures of the Town with respect to public imaging standards as well as the Town's obligations under the *Ontario Human Rights Code*.
3. Burial information, such as, 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.
4. Inscriptions other than names and dates may be permitted on the back of an upright monument, however the design must be submitted and approved by cemetery staff. (ex. the person's last name would be permitted).
5. The cemetery reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the cemetery operator. Any marker or monument found to be in contravention of this bylaw may be removed without notice.
6. Inscription on a Niche Panel, see *Section 12.1*.

9.7 Repair of Monuments and Markers and Deeming Unsafe

Cemetery staff will take reasonable precautions should any monument or marker present a risk to public safety because it has become unstable, cemetery staff shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk as described in O. Reg. 30/11, s. 159 (1).

Cemetery staff can be contacted by an interment right holder to have their marker and/or monument inspected due to sinking or leaning. Following the inspection, cemetery staff will provide the interment right holder with details on what can be done to fix their marker and/or monument. Should the monument be deemed safe by cemetery staff, the interment right holder may choose to have cemetery staff prepare a quote to have the marker lifted or monument straightened regardless of the stone not causing a risk to public safety. This does impose a fee to the interment right holder. Please refer to the Fees for Services By-law for pricing.

9.8 Foundations

All foundations for monuments and markers shall be built by, or contracted to be built for, the Town at the expense of the interment right holder. If foundation work is to be carried out by a Contractor and not cemetery staff, all contractors must follow the guidelines below.

(Foundation installation can be completed by cemetery staff should the interment right holder request Town services. Fees for this work is set out in the Fees for Services By-law).

Please note: All foundations are to be framed and wet poured. Cemetery staff are to inspect framework before concrete is poured.

Upright Monument Specifications:

- a) Foundations must be made of concrete or granite.
- b) Concrete will be 4 feet deep (48 inches).
- c) The foundation width and length must be the same dimension as the monument base.
- d) The foundation shall not rise above the grade of the surrounding ground level.
- e) The foundation shall be built in the designated space and in the proper dimension of the monument base and require a 2 inches (5.08 cm) border cap surrounding the monument base.
- f) The surface area of the foundation shall be flush with the surround ground level and shall provide a level surface free of defects.
- g) Defective areas must be repaired to the approval of cemetery staff.
- h) All rubbish and excavated material shall be removed from the excavation site to a place designated by cemetery staff.
- i) Foundations must be cured for a minimum of 40 hours before placing the monument.

Flat Marker Specifications:

- 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.

Flat Marker Specification (if exceeds 30"x16"):

- c) Concrete will be 4 feet deep (48 inches).
- d) Outside dimensions of the foundation will be constructed to match the outside dimension of the flat marker.

Section 10.0 Contractor/Monument Dealer Regulations

1. Prior to the start of any said work, Contractors must provide cemetery staff with the following:
 - a) Evidence of valid liability insurance of not less than \$5,000,000 (five million) showing the Town as additionally insured.
 - b) Valid WSIB Certificate.
2. Contractors, monument dealers and suppliers must lay wooden planks on the burial lots and paths over which heavy materials are to be moved to protect the surface from damage.
3. Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by cemetery staff.
4. No work will be performed at the cemetery except during the regular business hours of the cemetery.
5. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. Cemetery staff reserve 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.

6. Contractors shall be respectful and allow reasonable time for the service to end before entering with their equipment.
7. The Town will not be held liable for any third-party installation work being completed on cemetery grounds. The responsibility lies with the contractor and the interment right holder.
8. Any uncomplete work by a Contractor may be completed by cemetery staff, depending on the work to be carried out, should the interment rights holder wish the work be completed. Cemetery staff may also contact the interment right holder should the work completed by the Contractor not be completed to cemetery staff standards. Applicable fees will be determined at the time depending on the severity of work required and will be the responsibility of the interment right holder to pay any associated fees.
9. The Contractor, monument dealer or supplier shall adhere to the details as described above under *Section 9.0 Monuments and Markers*, of this By-law for their work being carried out.

Section 11: Care of Lots and Plots

11.1 Grading of a Lot

1. No person shall alter the grading of any plot or lot.
2. 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.

11.2 Flowers and Planting

1. Flowers placed on a grave for a funeral shall be removed by cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
2. No person shall plant trees, flower beds nor shrubs in the cemetery.
3. All artificial flowers are to be off the ground in saddles or racks only.
4. For graves with no upright monument, flowers may be set on the flat marker to not hinder grass upkeep.
5. Compostable items, such as fresh cut flowers without wrapping, may be placed on the ground in front of a monument.
6. Flowerpots, vases, or other receptacles are not permitted on the ground.

11.3 Decorating a Lot

1. Trees or shrubs are prohibited from being placed in the cemetery unless authorized by cemetery staff.
2. Fences or borders of any type around plots and/or lots are prohibited.
3. Shepherd hooks and solar lights are not permitted.
4. Cemetery staff reserve 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.
5. Memorial wreaths may be placed from October 15th until April 15th the following year. In order to prepare the grounds for spring, wreaths must be removed prior to April 15th. Wreaths not removed by this date will be removed and disposed of by cemetery staff without notification.
6. Items are not permitted to be placed in or on the ground.

7. 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 12: Columbarium

12.1 Niche Panel

1. The niche panel is defined as the outside panel of the niche compartment.
2. Memorialization on a niche is permissible within the allocated space and subject to cemetery limitations. (Please speak with Cemetery staff).
3. The niche panel may contain names and dates or if it is single use (one name and date), a short verse or image may be added.
4. The interment right holder is responsible for contacting a monument company to have the niche plate personalized.
5. Monument companies must prepare and submit the 'Monument Installation or Addition Request Form' to cemetery staff.
6. Cemetery staff shall review inscriptions and designs on all niche plates, and if acceptable, approve.
7. No inscription or design shall be placed on the niche panel that is not in keeping with respectful tone of the cemetery. Cemetery staff shall have the sole authority to determine what is or is not an appropriate inscription or design. Such decisions shall be made giving consideration to the policies and procedures of the Town with respect to public imaging standards as well as the Town's obligations under the *Ontario Human Rights Code*.
8. The cost of inscription is between the interment right holder and the monument company.

12.2 Additional Condition Governing Cancellation of Columbarium Contract

The interment right holder may cancel the contract by written notice and have cemetery staff on behalf of the Town, repurchase the interment rights. This can only be completed provided that the niche panel has not been lettered, and no interment has taken place.

12.3 Opening and Closing of a Niche

1. An opening or closing is an interment, therefore a fee will be applied by cemetery staff, as set out in the Fees for Services By-law.
2. Niches can hold up to 2 urns. The space within the columbarium is 12" (H) x 12" (W) x 12" (L).
3. Town staff shall be contacted by the family and/or Funeral Home to schedule the interment within a niche.
4. Town staff shall provide an invoice to those ordering the interment.
5. Payment for the interment must be made in full prior to the opening of the niche.
6. Town staff will open the niche prior to family arriving to the cemetery, if possible. cemetery staff will be in proximity of the cemetery to close and seal the niche following the interment. Family and/or the Funeral Home Directors can advise cemetery staff if family would like to be present for the closing of the niche.

12.4 Personal Family Columbarium

1. Graves are sold in 4ft x 8ft or 4ft x 10ft lots; one must purchase an appropriate amount of land to accommodate the base of the family columbarium.

2. Care and Maintenance fees will be applied according to how many in-ground burial lots are used to house the family columbarium.

For Personal/Private Columbarium the greater of:

15 percent of the sum of,

- a. the total price of the columbarium, including the prices associated with each stage of the process, from the obtaining of approvals, through design and construction, and including installation and readiness for interment purposes,
 - b. the price of the land associated with the columbarium, and
 - c. the price of all of the interment rights associated with the columbarium; and
 - i. \$115 multiplied by the number of niches and compartments in the columbarium. *O. Reg. 30/11, s. 167 (2); O. Reg. 258/21, s. 9 (1-3).*
3. The columbarium must have a minimum of 16 niches.
 4. The columbarium plans will need to be approved by both cemetery staff and the BAO.
 5. No in-ground burials are permitted in a space purchased to construct a family columbarium.
 6. Cemetery staff will be responsible for hiring the contractor to complete the foundation installation for which the columbarium will sit on; foundation will be no less than 4 feet in depth.
 7. Interment right holder(s) will be responsible for covering the price of the foundation, as set out in the Fees for Services By-law; Selling of individual niches in a family columbarium is prohibited.
 8. The interment right holder must sign an 'Order of Interment Form' for each interment.
 9. Interments can be restricted to only family members with the rights' holder determining who can be placed in a niche until they pass away. After that it can be determined by the executor of the estate, legal counsel or next of kin with authorization from the rights' holder or family to make such decisions.
 10. Opening and closing fees apply, as set out in the Fees for Services By-law, as amended.
 11. Cemetery staff will hold the key for the family Columbarium in order to properly account for interments.

Section 13: Donations and Memorials

1. All monetary and structural gifts may be accepted as donations or elements of a donation and must be approved by the Town of Greater Napanee and become property of the Town.
2. Location of the structural gifts will be at the approval of the Town of Greater Napanee, although every effort will be made to accommodate the request of the donor.
3. The Town accepts no responsibility for damage, loss, or replacement of any donated items.
4. Once installed, donated structures cannot be removed, painted, or adjusted in any way or form by individuals.

Section 14: Enforcement

1. Every person who contravenes any provisions of this by-law shall be guilty of an offence and, upon conviction, is subject to a fine as provided by the *Provincial Offences Act, R.S.O. 1990, c.P.33*, as amended.
2. All provisions of this by-law may be enforced by a Municipal By-law Enforcement Officer.
3. In addition to any other remedy, if an Officer is satisfied that a contravention of this by-law has occurred, the Officer may:
 - a. Make an order requiring the person who contravened this by-law to discontinue the contravening activity;
 - b. Make an order requiring the person who contravened this by-law to do work to correct the contravention; or
 - c. Exercise the Town's rights pursuant to the *Trespass to Property Act*.
4. Every person who acts in contravention of this by-law so as to cause the Town to incur costs due to their actions shall, in addition to any penalty provided for herein, be liable to the Town for all expenses incurred for the purpose of repairing or replacing damaged property or removing unauthorized materials, and such expenses may be recovered by court action.

Section 15: Enactment

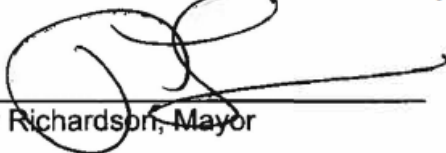
15.1 Repeal

By-law No. 2022-0063 is hereby repealed.

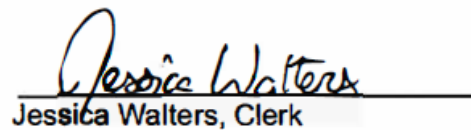
15.2 Coming into Force

This By-law shall come into force upon final passage and upon written approval from the Registrar of the Bereavement Authority of Ontario.

Read a first and second time and finally passed this 25th day of February, 2025



Terry Richardson, Mayor



Jessica Walters, Clerk

