

**By-laws for  
The  
Napane Cemetery  
Company**

Riverside Cemetery  
&  
Riverview Cemetery

Updated: January 2014

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# NAPANEE CEMETERY COMPANY

## SECTION 1- DEFINITIONS

In these By-Laws,

**Napanee Cemetery Company** shall mean Riverview and Riverside Cemetery.

**Cemeteries Act** means *The Funeral Burial and Cremation Services Act 2002 (FBCSA)* is the legislation that regulates the bereavement sector, which came into effect July 1, 2012. (S.O.2002 C.-33)

**The Cemetery** means Napanee Cemetery Company and its authorized agents.

**Lot** means a single grave space.

**Plot** means more than one adjacent lot purchased by the same party and having the potential to be used together.

**Cremation Lot** means an area for the earth burial of cremated remains only.

**Cremated Remains** means the remains/ashes of a person after cremation process in the crematory.

**Columbarium** means a structure above the ground with a number of specifically identified niches for the inurnment of cremated remains.

**A Niche** is one compartment of the columbarium set aside for above ground burial of cremated remains.

**The Board of Directors** means the individuals elected by the Rights' Holders to direct the work of the Napanee Cemetery Co.

**Directors** means the elected individuals who make up the Board of the Napanee Cemetery Company.

**Ministry** means the Ministry of Consumer Services of Ontario Cemeteries Branch and its heirs and successors at law.

**Interment Rights** means the formal right to direct the interment of human remains in a specific location In Napanee Cemetery.

**Interment Rights Holder** means the person named on the Interment Rights Certification and his or her legal heir at the time the right is to be exercised.

**Interment Rights Certificate** means the certificate issued to the Interment Rights Holder by Napanee Cemetery.

**Flat Marker** means any permanent memorial flush with the ground.

**Comer Markers** means any stone or other landmark set flush with the surface of the ground and used to indicate the corners of a lot or plot.

**Upright Monument** means any permanent memorial projecting above ground level.

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

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

- a) No person shall enter the Cemetery except through an established gate, nor shall they enter 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 Manager and, in the event of a dispute, the Board of Directors.
- c) Individuals visiting the Cemetery will behave in a way that is generally respectful of the purpose of the Cemetery.

### **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 Bicycles**

Bicycles, automobiles and trucks shall be permitted but only on Cemetery roads. Dirt bikes and similar vehicles are prohibited.

### **2.4 Animals and Pets**

- a) Pets must be leashed at all times on Cemetery grounds. Pet owners shall remove pet

feces from the Cemetery.

- b) No remains of pets maybe interred or otherwise placed on cemetery property.

## **2.5 Prohibitions**

- a) No person shall bring any alcoholic beverage to Cemetery properties unless it is necessary as a part of a specific funeral rite.
- b) No glass containers of any kind are permitted in the cemetery.

## **2.6 Damage**

No person shall

- a) Damage any marker, or structure within the Cemetery.
- b) Damage any tree, shrub, plant or flowers within the limits of the Cemetery.
- c) Damage any fence, railing, or gate used for the protection of the Cemetery.
- d) Discharge any firearms (except at a military funeral or ceremony).
- e) Cause a disturbance in the cemetery at any time.
- f) Create a nuisance in the Cemetery.

## **2.7 Debris**

No person shall deposit garbage on the grounds of the Cemetery. Plastic and dead flowers are to be removed by the lot owners.

## **2.8 Vehicular Traffic - Speed limit**

No person driving a vehicle shall:

- a) Leave the traveled portion of the road.
- b) Exceed a speed of 20 km/h on any portion of the grounds, except as may be required by the terrain and under circumstances specifically approved by the Manager.

## **2.9 Accountability for On-Going Cemetery Management**

- a) The individual designated by the Board of Directors as Cemetery Manager shall ensure that all cemetery business is conducted according to Board directions.

- b) All workers in any capacity within the Cemetery, including masons, carvers, stonecutters, monument contractors, vault dealers, helpers and volunteers are subject to the directions and control of the Manager while on Cemetery property.
- c) Any person doing damage to the ground will be held responsible for the damages.

**2.10 Cemetery Responsibility for Overseeing Interment and Entombments.**

The Cemetery Manager or his or her designated representative shall be in attendance at every interment, inurnment and entombment.

**2.11 Limits on Cemetery Operations**

- a) No funeral service, no (dis)interment or (dis)inurnment shall be held on Christmas Day, New Year's Day, Good Friday, or Sundays, except pursuant to a formal religious requirement or an Order of the Regional Medical Officer of Health, and with the prior approval of the Cemetery.
- b) Other dates may be excluded at the discretion of the Cemetery Manager 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 with other rates for services offered in the current Cemetery Rates and Fees document,
- d) In the event that the Cemetery is not open, provision is made for temporary storage in the Cemetery vault.
- e) The increasing use of oversized shell does not permit the board to assume responsibility for the number of grave openings that may be made in any lot.

**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 Napanee Cemetery as prescribed by the Board and approved by the Ministry. 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 By-Laws. 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 Board of Directors.
- c) Rights shall be conveyed to purchasers by a formally issued Rights Certificate issued at the time of purchase. The precise procedure and fees for exercising these shall be as prescribed by the Board and, where necessary, approved by the Ministry.
- d) The Rights Certificate shall be issued to only on Rights Holder and only after all arrears connected with the interment/inurnment right have been paid in full.
- e) The fee for this right shall be set forth in the Napanee Cemetery Fees and Charges as prescribed by the Board from time to time.
- f) 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**

The Provincial Government requires that a part of the purchase price of all lots and niches and generally of all Interment and Inurnment Rights shall be placed in formal trust for care and maintenance purposes. The current percentages/amounts may be subject to periodic revision by the Province of Ontario.

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

### **4.1 Re-sale of Rights**

Interment and Inurnment Rights may be re-sold to third parties provided the specific Rights being sold has not be exercised and further provided the Cemetery has been informed of the sale in writing. The Rights can then be transferred to the new owner. This transaction is subject to a transfer fee to be set by the Cemetery but that fee is not to be more than any provincially prescribed limits on same.

#### **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, 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 in no case be greater than the original purchase price less the sum already set aside in trust for Care and Maintenance. The specific re-purchase price will be negotiated with the Cemetery.
- c) Regardless of *time*, as a part of the repurchase transaction, the formal Certificate of Rights must be returned to the Cemetery.

#### **4.3 Repurchase/Resale where monument exists on site but no rights have been exercised.**

Should any permanent monument exist on the site that is being purchased/transferred, re-sale will only be permitted provided there is an agreement as to the disposition of the permanent monument acceptable to all parties, including the Cemetery.

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

- a) In cases of transmission of ownership by Testamentary Disposition, Will, or Bequest of Rights, the Cemetery requires the 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 Company of the written approval of the Interment Rights holder.

#### **4.5 Completion of Transfer of Rights**

If Rights are transferred, the Rights Holder must return the original interment and inurnment Rights Certificate to the Cemetery. The cemetery will then issue a new certificate to the transferee after the transferee pays the fee as prescribed in the Cemetery Fees and Charges.

#### **4.6 Prohibition of Sale, Transfer, Repurchase**

No sale, transfer or re-purchase of a Right to an individual lot shall be permitted where the Right has been exercised and one or more set of remains deposited in or on the agreed lot.

#### **4.7 Exception**

The sole exception to this result from use after transfer by demonstrable legal inheritance.

### **SECTION 5- INTERMENT ON CEMETERY BURIAL AN CREMATION LOTS**

#### **5.1 Burial Permit**

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

#### **5.2 Cremation Certificate**

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

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

An adult traditional grave measures 4X8 or 4X10 feet may contain one full burial interment, but may in addition contain the cremated remains of 4 additional people, provided the original purchaser has agreed.

#### **5.4 Contracts for Services**

- a) When individuals intend to exercise a Right previously purchased, they must also sign a Contract for Cemetery Supplies/Services at rated adopted by the Board. They will be held responsible for all charges associated with the exercise of this right. The charges for supplies and services applicable will be at the rate in effect at the time of use.
- b) Approval of the Regional Social Services Department will be required for indigent burials. The fees set by the Board of Directors will apply. The Cemetery Manager will select the actual burial site.
- c) No interment shall be conducted until all arrears connected with the lot have been paid in full.

### **5.5 Procedure for Paying for Interment**

The set fee for opening and closing of the lot, as set in Cemetery Fees and charges applicable at the time of the transaction, must be deposited with Cemetery Management before any interment. The Cemetery shall remit all appropriate Ontario License fees to the Province.

### **5.6 Errors in Grave Location**

Napanee Cemetery 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 prior to any action being taken by the Cemetery. All costs resulting from improper instructions received will be charges to the individual who ordered the service contract that gave rise to the error.

### **5.7 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) Individuals selecting use of a full burial vault will arrange to have the vault installed by the supplier. The supplier shall use its own equipment to install the vault subject to confirmation of specific arrangements for same with the Cemetery.
- c) If the grave is on a hill and too steep or there is a risk for grave collapsing, vault set-up will be beside the grave.
- d) If there is no space for a vault on a 8 feet grave then burial shall be by casket only.
- e) All Cremation Vaults shall be supplied and installed by the Cemetery.

### **5.8 Soft Ground- Alternative Arrangements**

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

## **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, management 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. Charges for use of the Cemetery Vault shall be outlined in the current Napanee Fees and charges.
- b) No body may be stored in the Cemetery Vault without payment in full of the published fee for this storage.
- c) Bodies in the Cemetery 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 May 1st or a date determined by the Board, usually depending on the weather.
- f) The cemetery may remove a body from the Cemetery Vault and inter in any time 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.

## **SECTION 7 - DISINTERMENT OF REMAINS**

No disinterment of human remains shall take place without the written approval of the Interment Rights Holder or by order of the Courts and after notification of The Medical Officer of Health as required by law. All disinterment shall be performed in accordance with the Cemeteries Act. All costs will be borne by the Interment Right Holder or the party authorizing the disinterment. Disinterment or disinurnment of cremated remains normally requires approval of the Rights Holder requesting the action. All costs, including those associated with replacing the plaque for the niche, shall normally 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 marker placements must be approved by the Cemetery before Installation may take place.
- c) Monuments and markers of any kind erected must be constructed solely of granite or bronze to recognized standards.
- d) No monuments 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 centered at the head end of the lot unless written approval to vary this arrangement is granted from the Cemetery.
- f) Cremation lots shall have only flat markers 17 inches by 10 inches and set flush to the ground. These must be purchased through the Cemetery.
- g) Single width lots may only have one flat marker flush with the ground or one upright monument. These markers/monuments shall be no larger than 30 inches wide including base.
- h) No pillow markers of any size.
- i) No decorations are to be affixed to a columbarium.
- j) Double wide plots may have only one flat marker flush to the ground or one upright monument.
- k) Large family plots may have one upright monument the rest will be flat to the ground.
- l) The cemetery will be installing all foundations. The fee will be set out in the price list.
- m) The cemetery has the right to determine the size and shape of any monument being placed in the cemetery. Not all monument shapes and sizes will be allowed. This will be determined by the board on an individual basis.

### **8.2 Payment**

No monument or marker shall be installed without or before the payment of Care and

Maintenance Funds in accordance with the Cemeteries Act. These payment levels shall be as formally approved by the Cemetery.

### **8.3 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 Board for approval and may be rejected for practical or esthetical reasons.

### **8.4 Corner Marker Restrictions**

Corner markers installed, must be in the corners of the plot in a location dictated by the Cemetery. Corner markers must be installed flush to the ground.

### **8.5 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 the 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 allotted space and subject to Cemetery limitations.
- d) The board reserves the right to remove any monument or marker found to be in contravention of its By-Laws.

### **8.6 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. The cost of such repairs shall normally be borne by the Rights

Holder.

### **8.7 Delivery and Installation**

All markers shall be delivered to a time and location designated by the Manager and such markers shall be set in place. The charges for staking shall be as set forth in the tariff of Rates and are the responsibility of the Rights Holder.

### **8.8 Repair of Monuments and Markers**

The ongoing effects of time may result in the need to repair monuments. This shall normally be the responsibility of the Right Holder at the time of repair.

## **SECTION 9 - CARE OF LOTS**

### **9.1 Grading of Lot**

No person shall alter the grading of any lot.

### **9.2 Flowers**

All artificial flowers are to be off the ground in saddles or racks only.

### **9.3 Flat Markers**

Only flat markers 17 inches by 10 inches and set flush to the ground may be installed on a cremation lot. These must be purchased through the Cemetery. No permanent plant material shall be permitted in flat marker sections.

### **9.4 In-Ground Plantings**

Only 8" flower beds are allowed. No trees or shrubs allowed.

### **9.5 Shepherd Hooks**

Shepherd hooks are not permitted.

### **9.6 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.

## **SECTION 10- COLUMBARIUM**

### **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. Any additions work must be approved by the board.



## **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 Cemetery Fees and Charges.

## **SECTION 11-ADMINISTRATION**

**11.1** The Corporation of Napanee Cemetery Company shall be administered by a Board of Directors consisting of not fewer than 5 people.

**11.2** An elected Board of Directors shall assume office immediately following election at the Annual Meeting of the Interment Rights Holders.

**11.3** The Board of Directors consisting of Chair, a Vice-Chair, Treasurer, Secretary and any other position that the Board determines to be necessary.

**11.4** The Board of Directors may enact from time to time as it determines necessary, any By-Law or policy to regulate the good order of the Cemetery and to set tariffs. Revised by-laws will require confirmation at the Annual Meeting of Interment Rights Holders or at a special meeting of Interment Rights Holders called for the purpose of reviewing revised By-laws, the specific procedure to be decided by the Board of Directors considering the good of the Company generally.

**11.5** The Chair is entitled to a tie-breaking vote in the case of a tie vote at Board or Interment Rights Holders' meetings.

**11.6** Meetings of both Rights Holders and the Board of Directors shall be managed in accordance with Robert's Rules of Order.

**11.7** The Board of Directors shall set regular meeting dates and times. The Secretary of the Board shall advise all Directors of any changes to the set dates and times as well as the locations of meetings as soon as possible.

**11.8** Attendance of at least 50% of the elected Board members shall constitute a quorum. Attendance may be in person or, if agreed to by the Board, in such other electronic form as can be demonstrated to permit reasonable participation in both discussion and shall not vote on the matter.

**11.9** Any member of the Board of Directors having a commercial, monetary or beneficial interest in a matter to be discussed and voted upon by the Board shall declare a conflict of interest and shall absent themselves from the room and discussion and shall not vote on the matter.

**11.10** Any member of the Board who misses three consecutive meetings of the Board without good reason shall be considered to have resigned from the Board and a replacement shall be appointed.

**11.11** Any interim vacancy on the Board of directors may be filled on an Interim basis until the next Annual Meeting. Any such members shall stand for election at the following Annual Interment Rights Holders Meeting.

**11.12** Each Interment Rights Holder shall be entitled to one vote at Annual or a Special Meeting. An Interment Rights Holder may be represented at the Annual Meeting and at any meeting of the Interment Rights Holders, by a member of the Interment Rights Holder's family. By written authority, the Interment Rights Holder may appoint an agent to act on his/her behalf.

**11.13** A special meeting of the Interment Rights Holders may be called by the Board of Directors or by written request of six Interment Rights Holders for the purpose of dealing with special matter or Issue which shall be stated in the Notice of Meeting and in the written request.

**11.14** Notice in a local newspaper of the Annual or any Special Meeting of the Interment Rights Holders shall be published at least once not less than 30 days before the date of the meeting, and, as required, posted in such other ways and meeting such information requirements as are specified by the provincial Cemeteries Act.

**11.15** The Chair of the Board shall preside at all Interment Rights Holders meetings. In the absence of the Chair, the Vice Chair or another officer of the Executive shall take on the position of Chair.