THE CORPORATION OF THE TOWN OF SMITHS FALLS

BY-LAW #10730-2026

A By-law to regulate the sale of lots and the operation of Hillcrest Cemetery.

WHEREAS The Corporation of the Town of Smiths Falls is the owner of Hillcrest Cemetery;

AND WHEREAS the ***Funeral, Burial and Cremation Services Act, 2002*** (as amended and the Regulation pertaining thereto, states that no cemetery shall be established or enlarged, and no crematorium, columbarium or mausoleum shall be established or enlarged, altered or used , until the approval of the **Bereavement Authority of Ontario** has been obtained in the manner hereinafter provided;

AND WHEREAS it is deemed expedient to provide for an amended layout and design of interment lots at Hillcrest Cemetery and to establish the terms and conditions for the sale of such lots, the operation, and the use of Hillcrest Cemetery;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Smiths Falls enacts as follows:

1. DEFINITIONS AND INTERPRETATION

"Act" means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, as amended, and includes applicable regulations.

"Caretaker" means the person designated by the Town to supervise cemetery operations, or their designate.

"Cemetery" means Hillcrest Cemetery, owned and operated by the Town of Smiths Falls.

"Cemetery Operator" means the Corporation of the Town of Smiths Falls.

"Director" means the Town's Director of Community Services or their designate.

"Interment Rights" means the rights described in the Act to direct interment in a grave or niche and to authorize a marker, subject to the Act and these by-laws.

"Interment Rights Holder" means the person recorded by the Cemetery Operator as holding interment rights.

"Lot" means an individual grave or other designated space for interment, as recorded on the approved cemetery plan.

"Marker" means a flat memorial installed at or near ground level.

"Monument" means an upright or other above-ground memorial structure.

"Plot" means two or more lots for which interment rights were sold as a unit.

"Town" means the Corporation of the Town of Smiths Falls.

(a) Where a provision of these by-laws conflicts with the Act or its regulations, the legislation prevails. References to the Act include amendments and successor legislation.

(b) Interment rights do not convey ownership of cemetery land.

2. CEMETERY PLAN, LOTS AND CAPACITY

(a) The Cemetery shall be operated in accordance with the approved cemetery plan and applicable law. The location and dimensions of lots are those shown in the Cemetery Operator's records and approved plans.

(b) The existing lot categories include cremation lots (approximately 4 ft × 4 ft), older standard lots (approximately 3.4 ft × 8.5 ft), standard lots (approximately 4 ft × 11 ft), double lots (approximately 7 ft × 11 ft) and triple lots (approximately 10 ft × 11 ft). Actual dimensions and capacity shall be confirmed against the approved plan and records before any sale or interment.

(c) A standard lot may accommodate one full-body interment and, where space and applicable requirements permit, up to four additional interments of cremated remains. The capacity of older lots, cremation lots and other spaces shall be determined by the Cemetery Operator based on their dimensions, existing interments and applicable law.

3. ADMINISTRATION AND GENERAL CONDUCT

(a) The Town shall designate a Caretaker to oversee interments, grounds maintenance, contractor activity, public safety and the orderly operation of the Cemetery. Only the Caretaker or persons authorized by the Cemetery Operator may open or close a grave or niche.

(b) All persons shall conduct themselves respectfully and shall not interfere with a funeral, interment, memorial service or cemetery operations.

(c) No person shall damage or remove cemetery property, memorials, trees, plants, roads or structures; engage in sports or recreational games; discharge a firearm except as lawfully authorized for a ceremonial salute; or create a nuisance.

(d) Animals are not permitted in the Cemetery, except service animals as required by applicable law and animals expressly authorized by the Caretaker.

(e) Vehicles shall remain on designated roadways and shall not exceed 20 km/h. Access by heavy vehicles or equipment is subject to the Caretaker's direction.

(f) Public access is permitted during posted cemetery hours. Entry outside those hours requires permission from the Caretaker, except for emergency responders and authorized Town personnel performing their duties.

(g) Children under 12 years of age shall be accompanied by a responsible adult.

(h) Complaints and requests for operational exceptions may be submitted to the Caretaker or Director. The Director may authorize reasonable exceptions in writing where permitted by law and consistent with safety, dignity and the orderly operation of the Cemetery.

4. SALE AND TRANSFER OF INTERMENT RIGHTS

(a) Interment rights may be purchased through the Town's approved interment rights contract and upon payment of the applicable fees. The Cemetery Operator shall issue an interment rights certificate in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.

(b) Interment rights may be transferred in accordance with Section 11 of this by-law. The rights holder or their authorized representative shall submit the required interment rights certificate and supporting documentation to establish their authority to transfer the rights. Applicable administrative fees shall be payable in accordance with the Town's approved fee schedule and applicable legislation.

(c) Where an interment rights holder is deceased, the Cemetery Operator may require documentation establishing the legal authority of the estate trustee, personal representative or other person entitled to act on behalf of the deceased. No transfer shall

be registered until the Cemetery Operator is satisfied that the requesting party has the necessary authority.

(d) The Cemetery Operator shall maintain accurate records of all purchases, transfers, interments and other transactions in accordance with applicable legislation.

5. CEMETERY OFFICE AND STORAGE FACILITIES

(a) The former Cemetery Chapel shall be designated for use as the Cemetery Office and for the storage of equipment, materials and supplies associated with cemetery operations.

(b) Access to the Cemetery Office and storage areas shall be restricted to authorized municipal employees and other persons permitted by the Caretaker.

(c) The building shall not be available for funeral services, memorial services, public gatherings or the storage of human remains.

(d) The Caretaker shall be responsible for overseeing the use of the building in accordance with applicable municipal policies and operational requirements.

6. FUNERALS, INTERMENTS AND MEMORIAL SERVICES

(a) Interments and associated site restoration shall normally occur between 8:00 a.m. and 4:00 p.m. on weekdays and between 8:00 a.m. and 3:00 p.m. on Saturdays. Interments on Sundays, statutory holidays or outside regular hours require prior approval of the Cemetery Operator and may be subject to additional fees in accordance with the Town's Fees and Charges By-law.

(b) A minimum of 36 hours' notice during regular business hours shall be provided for an interment and 10 days' notice for a memorial service. The Cemetery Operator shall make reasonable efforts to accommodate urgent circumstances and religious or cultural practices, subject to operational capacity and applicable legislation.

(c) Prior to any interment, the Cemetery Operator shall receive the applicable burial permit or cremation documentation, written authorization from the interment rights holder or other legally authorized person, and any additional documentation required under applicable

legislation. No interment shall proceed until the required documentation has been received and verified by the Cemetery Operator.

(d) The Caretaker shall authorize, coordinate and supervise the opening and closing of graves and niches. Funeral processions shall follow routes designated by the Caretaker.

(e) Only one full-body interment shall be permitted per individual lot, except where another arrangement is expressly authorized by the Cemetery Operator and permitted by applicable legislation. Additional cremated remains may be interred in accordance with the established capacity of the lot and applicable cemetery requirements.

(f) Vaults and other interment containers may be used where sufficient space exists and their use complies with applicable legislation and cemetery requirements.

(g) The funeral service provider shall be responsible for arranging, installing and removing lowering devices and grave dressings, and for placing the casket in the grave, subject to the direction of the Caretaker.

(h) Flowers and wreaths placed at a gravesite for a funeral service may remain temporarily and may be removed by the Caretaker beginning on the fourth day following the service, or earlier where necessary for safety or maintenance.

(i) Outer burial containers, including wooden burial shells, shall be permitted where their dimensions, construction and installation are compatible with cemetery operations and do not compromise the safety or integrity of surrounding graves, monuments or cemetery infrastructure. The Cemetery Operator shall make reasonable accommodation for religious or cultural burial practices in accordance with applicable legislation.

7. MARKERS AND MONUMENTS

(a) No marker or monument shall be installed, altered, relocated or removed without the prior written approval of the Cemetery Operator. Applicants shall provide written authorization from the interment rights holder or other legally authorized person, together with the proposed design, dimensions, inscription and location, and any applicable contractor documentation required under these by-laws. All markers and monuments shall comply with the Cemetery's established requirements for placement, materials and installation.

(b) Inscriptions shall be respectful and reasonably accurate. Where a memorial identifies a person interred elsewhere, the inscription shall not misrepresent the location of that person's remains.

(c) Markers and monuments shall be made of bronze, granite or another durable material approved by the Caretaker. Designs, attachments and foundations must be stable and suitable for cemetery conditions.

(d) No more than one upright monument is permitted on an individual lot. Flat markers shall be installed flush with the surrounding grade, without hazardous projections. A second marker or replacement corner marker may be permitted in an identified historic section where consistent with the established character and safety requirements.

(e) New corner markers are not permitted, except approved replacements of existing corner markers in identified historic sections.

(f) Before installation, the applicant shall pay any applicable care and maintenance contribution and obtain foundation approval. Flat markers, including footstones, shall be at least 10 cm thick unless otherwise approved in accordance with the applicable installation standard.

(g) No installation, removal, repair, engraving, maintenance or other work involving markers or monuments shall be undertaken within 100 metres of a funeral service or interment while it is in progress. Such work shall not be undertaken on Sundays or statutory holidays without the prior approval of the Caretaker. The Caretaker may also suspend work elsewhere in the Cemetery where it may disturb a funeral or interment.

(h) Marker and monument work may take place between 8:00 a.m. and 4:00 p.m. on authorized workdays, unless otherwise approved. Materials, equipment, litter and debris shall be removed or secured before work ends each day.

(i) Materials and equipment shall be delivered and placed as directed by the Caretaker. Contractors shall protect graves, paths, landscaping and other cemetery property. The Town may recover reasonable documented costs of damage or cleanup attributable to a contractor or other responsible person.

(j) Temporary markers may remain for up to one year. Before removing a temporary marker after that period, the Cemetery Operator shall make reasonable efforts to notify the rights holder, where contact information is available. Removal costs may be recovered where authorized by the applicable agreement and law.

(k) No memorial shall be installed until applicable charges have been paid and all required approvals obtained.

(l) The Town shall take reasonable care in carrying out cemetery operations. Ordinary wear resulting from reasonable maintenance may occur; nothing in these by-laws excludes liability that cannot lawfully be excluded.

(m) Where a marker or monument is unstable or presents a safety risk, the Cemetery Operator may take necessary steps to make it safe, including laying it down, resetting or repairing it. Preservation and stabilization shall use reversible processes where required by law. Reasonable notice shall be provided where practicable, but immediate action may be taken to address an imminent hazard.

(n) Where a proposed memorial or inscription raises concerns about safety, applicable law or the respectful character of the Cemetery, the Caretaker shall provide reasons for any refusal and refer disputed matters to the Director for review. An existing memorial shall not be removed solely on subjective grounds without appropriate notice and review, except where immediate action is required for safety.

8. PLANTING AND DECORATIONS

(a) The Caretaker may regulate grading, planting, trimming, maintenance and removal of vegetation to protect cemetery operations, safety and adjacent lots.

(b) New trees, shrubs and bushes shall not be planted on individual lots. Flowers and bulbs may be displayed only in approved above-ground containers attached to or integrated with a marker or monument. Existing plantings may be trimmed or removed where they are neglected, hazardous or encroach on another lot, with reasonable notice where practicable.

(c) No more than two removable wreaths or flower containers are permitted on an individual plot at one time. Empty containers, unsecured stands, glass, ceramic, sharp or breakable decorations, loose stones and ground-level solar lights are not permitted.

(d) Ground-level artificial decorations shall be removed by November 15 each year. Remembrance Day decorations placed on November 11 may remain for at least one week, subject to safety and weather conditions.

(e) The Caretaker may remove deteriorated, unsafe or non-compliant decorations. Where practical, identifiable items of material value shall be retained for a reasonable collection period; perishable or hazardous materials may be disposed of promptly.

9. COLUMBARIUM

(a) Each niche may accommodate the cremated remains of up to two persons, subject to its physical capacity and the applicable interment rights contract.

(b) The rights holder may designate in writing the persons whose cremated remains may be interred in the niche and may amend the designation while legally entitled to do so. Following the rights holder's death or incapacity, authorization shall be established in accordance with the Act, applicable law and satisfactory supporting documentation.

(c) Rights in a niche may be transferred only upon submission of the required documents, verification of authority and payment of applicable lawful fees.

(d) Only cremated human remains may be interred in a niche. All opening, closing and removal operations shall be coordinated or supervised by the Cemetery Operator.

(e) Niche plaques and inscriptions must be approved in advance. Engraving shall be arranged and paid for by the rights holder through a qualified supplier. Decorations and attachments to the columbarium are prohibited except as expressly permitted by the Cemetery Operator.

(f) Removal of cremated remains requires the authorization and documentation required by law, payment of applicable fees, and supervision by the Cemetery Operator. A private indemnity or receipt shall not replace statutory authorization.

10. CANCELLATION OF INTERMENT RIGHTS

(a) A purchaser may cancel a contract for interment rights by providing written notice to the Cemetery Operator, subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.

(b) Where a contract is cancelled within the statutory 30-day cooling-off period, the Cemetery Operator shall issue a refund in accordance with the Act, including any applicable exceptions for supplies or services already provided.

(c) Cancellation requests received after the statutory cooling-off period shall be considered in accordance with the Act, its regulations and the terms of the applicable contract.

(d) Interment rights that have been exercised shall not be eligible for cancellation or resale, except as otherwise permitted by applicable legislation. Where a plot contains multiple lots, the cancellation or resale of unused interment rights shall be subject to the Act and its regulations. Nothing in this section prevents the lawful transfer or succession of interment rights in accordance with applicable legislation.

11. RESALE AND TRANSFER OF UNUSED RIGHTS

(a) The resale or transfer of unused interment rights to a third party is permitted, subject to the *Funeral, Burial and Cremation Services Act, 2002*, its regulations and these by-laws. All resales and transfers shall be processed through the Cemetery Operator.

(b) The resale price shall not exceed the current price for equivalent interment rights as listed on the Cemetery Operator's price list.

(c) The interment rights holder and the purchaser or transferee shall provide all documentation and disclosures required by legislation, including the properly endorsed interment rights certificate. Upon verification of the transaction, the Cemetery Operator shall update its records and issue a new certificate to the purchaser or transferee.

(d) No person shall purchase interment rights for the sole or primary purpose of reselling those rights for financial gain, except as otherwise permitted by legislation.

(e) The Cemetery Operator may charge an administrative fee for processing a resale or transfer, as established in the Town's approved fee schedule and permitted by legislation.

(f) The Cemetery Operator may, at its discretion, agree to repurchase unused interment rights. Nothing in this section creates an obligation to repurchase such rights except where required by legislation.

12. CONTRACTORS AND MONUMENT DEALERS

(a) Contractors and monument dealers shall obtain the written authorization of the rights holder and the Cemetery Operator before undertaking work. Applications shall include plans, specifications, location, proposed dates and required permits or approvals.

(b) Before commencing work, contractors shall provide evidence of applicable workplace safety compliance, WSIB coverage or lawful exemption, and commercial general liability insurance of not less than $3 million, unless a different amount is approved by the Town following a documented risk assessment.

(c) Contractors shall report to the cemetery office before beginning work and comply with the Caretaker's directions. Work is permitted only during approved hours and must cease during nearby funeral services as set out in section 7(g).

(d) Contractors shall use suitable protective materials when transporting heavy items across graves or paths and shall promptly repair or pay the reasonable cost of damage attributable to their operations.

13. FEES, CHARGES AND ADMINISTRATIVE DOCUMENTATION

(a) All fees and charges associated with the purchase of interment rights, interments, disinterments, monument installations, transfers and other cemetery services shall be established in accordance with the Town of Smiths Falls Fees and Charges By-law, as amended from time to time, and applicable legislation.

(b) The Cemetery Operator shall maintain the contracts, certificates, applications, forms and records necessary for the administration of Hillcrest Cemetery in accordance with the *Funeral, Burial and Cremation Services Act, 2002*, its regulations and these by-laws.

(c) Such documents shall include, as applicable, the Interment Rights Purchase Contract, Interment Rights Certificate, Transfer of Interment Rights Form, Interment Authorization Form, Monument Installation Application and Columbarium Agreement.

(d) The Cemetery Operator may update administrative forms and documents as necessary, provided that such changes comply with applicable legislation and do not alter the substantive requirements of these by-laws.

(e) The Cemetery Operator shall maintain the approved Cemetery Plan and associated records and make them available for inspection in accordance with applicable legislation.

14. REPEAL AND COMMENCEMENT

(a) Upon the effective date of this by-law, By-law 7373-98 and any subsequent amendments governing the same subject matter are repealed, to the extent applicable.

(b) This by-law shall take effect only after all applicable notice, filing and approval requirements under the Act and regulations have been satisfied, including approval by the Registrar of the Bereavement Authority of Ontario where required.

Read a first and second time this 19th day of October, 2026

Read a third time and passed this 19th day of October, 2026

Mayor

Clerk