

**THE CORPORATION OF THE TOWN OF MATTAWA  
BY-LAW NUMBER 17-07  
A BY-LAW TO ESTABLISH MAINTENANCE  
MANAGEMENT REGULATION AND CONTROL OF  
THE PINEHILL CEMETERY**

**WHEREAS** the Corporation of the Town of Mattawa has acquired the Pinehill Cemetery upon those lands more particularly described as Plan 2, Lot 278,279,332,333,330,335,331,334, Plan 2, Pt. Eight St. PNR-2265; PART 1 Plan 36R-4061, Part 1, Ontario Town of Mattawa, District of Nipissing, being land set aside to operate as a municipal cemetery;

**AND WHEREAS** it is desirable and expedient to make provisions for the care of the said cemetery;

**AND WHEREAS** Section 150 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, as amended, provides that the owner of every cemetery may pass by-laws governing the operation of the cemetery;

**AND WHEREAS** no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Section 151 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, as amended (FBSCA) and the Bereavement Authority of Ontario;

**AND WHEREAS** Section 10 (1) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes single-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Town of Mattawa enacts as follows:

**1) DEFINITIONS**

In this by-law:

- 1.1. "Act" means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, as amended, and regulations made thereunder.
- 1.2. "Burial" means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 1.3. "By-law" means the rules and regulations under which the Pinehill Cemetery operates.
- 1.4. "Care and Maintenance Fund" is a requirement under the FBSCA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is

conducted. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monument at the cemetery.

- 1.5. “Monument Care and Maintenance Fund” means the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing funds to maintain, stabilize, secure and preserve markers and monuments.
- 1.6. “Cemetery” means the Pinehill Cemetery.
- 1.7. “Cemetery Administrative Clerk” means a member of the administration of the Corporation of the Town of Mattawa who has been delegated responsibility for administration of the Pinehill Cemetery or his/her designated alternate.
- 1.8. “Cemetery Operator” means the Council of the Corporation of the Town of Mattawa.
- 1.9. “Cemetery Services means:
  - 1.9.1. Opening and closing of graves;
  - 1.9.2. Interring or disinterring human remains;
  - 1.9.3. Setting of corner posts and flat markers:
    - 1.9.3.1. Providing interment services including the provision, setting up and removal of artificial grass or ground cover, lowering devices, or other interment accessories at a grave site;
  - 1.9.4. Preparing flowerbeds, and planting flowers and shrubs; and
  - 1.9.5. Installing markers, monument foundations and monuments.
- 1.10. “Cremation Lot” means each individual parcel for which an Interment Rights Certificate has been issued or an area of land in the cemetery containing, or set aside to contain human cremated remains.
  - 1.10.1. “Cremation Lots” means a lot having minimum dimension of two (2) feet (0.6m) by four (4) feet (1.2m) intended for the burial of cremated remains.
- 1.11. “Cornerstone” means any stone or other marker set flush with the surface of the ground and used to indicate the corners of a lot.
- 1.12. “Contract” means for purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- 1.13. “Interment” means the burial of human remains and includes the placing of human remains or cremated human remains in a lot.

- 1.14. "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
- 1.15. "Interment Rights Holder" means the person who holds the interment rights with respect to a lot whether the person is the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.
- 1.16. "Interment Rights Certificate" means the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.17. "Lot" means each individual parcel for which an Interment Rights Certificate has been issued or an area of land in the cemetery containing, or set aside to contain human remains.
  - 1.17.1. "Lots" means a lot having minimum dimension of four (4) feet (1.2m) by eighth (8) feet (2.44m) intended for the burial of human and/or cremated remains.
- 1.18. "Marker" means any tombstone, plaque, headstone, cornerstone or other structure or ornament on a lot which is installed or intended to be installed flush with the surface of the ground.
- 1.19. "Monument" means any permanent memorial on a lot which projects above the surface of the ground.
- 1.20. "Personal Representative" shall mean an executor, executrix, administrator or administrator with will annexed, of the estate of a deceased individual or the attorney by power of a living individual.
- 1.21. "Plot" means two or more contiguous lots in which the interment rights have been sold as a unit.
- 1.22. "Price List" means the price list for all cemetery services provided by the municipality and approved by resolution of Council.
- 1.23. "Public Works Supervisor" means the Public Works Supervisor of the Corporation of the Town of Mattawa, or any person delegated by the Public Works Supervisor to be responsible for the cemetery.
- 1.24. "Scattering" shall mean the act of spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery's by-laws.

- 1.25. "Scattering Rights Holder" means any person designated to hold the right to scatter cremated human remains in a specified lot or other designated area within the cemetery.

## **2. ADMINISTRATION**

- 2.1. The Public Works Supervisor or the Cemetery Administrative Clerk, or his/her designated alternates, including contractor, shall:
  - 2.1.1. Observe and carry out all of the provisions of this By-law, the Act and its Regulations, as may from time to time be amended;
  - 2.1.2. Make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council;
  - 2.1.3. Attend all interments held in the cemetery and fill in all graves immediately after interments;
  - 2.1.4. Attend to the regular and proper maintenance of the cemetery;
  - 2.1.5. Perform such other duties as Council may from time to time require.
- 2.2. The Public Works Supervisor or the Cemetery Administrative Clerk may delegate any cemetery responsibilities or duties to other municipal staff.
- 2.3. Survey
  - 2.3.1. Council has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities.
  - 2.3.2. Lots have been identified by numerical lot markers and shall not be removed under any circumstance.
- 2.4. The Cemetery Administrative Clerk shall maintain and make available for public inspection, during regular office hours and without charge, the following information:
  - 2.4.1. The Plan of the cemetery.
  - 2.4.2. The name and address of each interment rights holder and location of the lot to which the rights pertain.

- 2.4.3. The name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
  - 2.4.4. The name of each person whose remains are interred in the cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred.
  - 2.4.5. The particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.
  - 2.4.6. Any other information required by the Act and regulation made thereunder.
- 2.5. This by-law shall be known and may be cited as the “Cemetery By-Law” of the Corporation of the Town of Mattawa

### **3. RULES AND REGULATIONS**

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- 3.1. No person shall enter the cemetery, save through an established entrance.
- 3.2. No person, except municipal staff, peace officers or any person delegated by the Public Works Supervisor shall enter or be within the cemetery grounds before 7:00 a.m. or after 10:00p.m. Public visitation times are during daylight hours seven (7) days per week, year-round. Winter maintenance is not performed within the cemetery, entry is at the visitors own risk.
- 3.3. No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- 3.4. No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles and motorcycles are permitted only on designated roadways.
- 3.5. No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 3.6. No person shall bring any alcoholic beverage upon the cemetery grounds.
- 3.7. No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.

- 3.8. No person shall engage in soliciting of any kind in the cemetery.
- 3.9. No person shall operate a vehicle in excess of ten (10) Kilometers per hour within the cemetery.
- 3.10. No person shall operate any vehicle under any circumstances, except on the roadways designed for vehicular traffic. Cemetery staff and monument placement contractors are exempt for this section. See Section 13 for regulation for contractors.
- 3.11. No person shall engage in any activity which may damage the monuments or cemetery grounds (i.e. baseball, hockey, horseplay, etc...)
- 3.12. No person shall destroy, mutilate, deface, damage, injure or remove any monument maker, road, walk, fence, railing or other structure or works place in a cemetery.
- 3.13. No person shall willfully disturb persons assembled for the purpose of an interment of a body in a cemetery.
- 3.14. No person shall willfully disturb a quiet and good order of a cemetery by noise or other improper conduct.
- 3.15. Any person who violates this by-law or any provision thereof may be expelled from the grounds of the cemetery by the Public Works Supervisor and/or the Cemetery Administrative Clerk or other person acting under the authority of either the Public Works Supervisor or the Cemetery Administrative Clerk.

#### **4. SALE OF INTERMENT RIGHTS**

Interment rights shall be sold, subject to the following conditions and no lot shall be used for any purpose other than the burial of human remains:

- 4.1. A lot may be purchased by executing a contract in the form set forth in Schedule "A" to this by-law completed and signed by the purchaser or a personal representative of the deceased and by the Cemetery Administrative Clerk on behalf of the municipality, together with the payment of the purchase price set out in the Price List approved by resolution of Council.
- 4.2. At the time of sale, the municipality shall provide each interment rights holder with:
  - 4.2.1. A copy of the contract referred to in Section 4.1;
  - 4.2.2. Two copies of the Interment Rights Certificate;

- 4.2.3. A copy of the Cemetery By-law and any amendments thereto; and
- 4.2.4. A copy of the Price List approved by resolution of Council.
- 4.3. After the standard 30 day cooling off period for purchases, the municipality will retain the contribution made to the Care and Maintenance Fund as indicated on the contact.

## **5. CONDITION OF SALE**

- 5.1. The purchase price of an interment right shall be as set forth in the Price List.
  - 5.1.1. The purchase price for interment rights shall be divided as follows:
    - (a) Care and maintenance Fund                   40%  
(or minimum amount required by the Act, whichever is greater)
    - (b) General Fund   60%  
(or the balance of the purchase price after deducting the amount from 5.1.1  
(a), whichever is lesser).
- 5.2. All payments may be made to the Town of Mattawa, 160 Water Street, Mattawa, Ontario, POH 1V0, and the applicant shall receive a receipt for each payment. Unpaid amounts are subject to interest and may be collected by the Treasurer in accordance with the municipality's policy on accounts receivables.
- 5.3. Where amounts for cemetery services, cemetery supplies, or interment rights due to the municipality from a funeral establishment are unpaid after 30 days, the Cemetery Administrative Clerk or his/her designate may, in addition to any other collection mechanisms provided herein, suspend provision of cemetery services or sale of interment rights to such funeral establishment until such amounts are paid.
- 5.4. Where the Treasurer determines that it is in the municipality's interest to do so, the Treasurer may require that payment for interment charges, cemetery supplies or cemetery services must be made by cash, certified cheque or money order.
- 5.5. The applicant shall not be entitled to an Interment Rights Certificate, as set out in Schedule "B" and noted in Section 4.2.2 above, until the purchase price is paid in full.
- 5.6. Any notice required by this By-law to be given to the interment rights holder shall be sufficiently given by regular mail or delivery to the address shown in the register kept by the Cemetery Administrative Clerk.

## **6. TRANSFER OF INTERMENT RIGHTS**

- 6.1. The resale of interment rights by the holder to a third party is prohibited by the Corporation of the Town of Mattawa.

- 6.2 An interment rights holder any may request in writing that the municipality repurchase the interment rights of lots at any time before they are used and the municipality shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:
- 6.2.1 The repurchase price of interment rights shall be the price listed on the price list at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.
  - 6.2.2 The interment rights holder shall return the original interment rights certificates or provide an affidavit explaining why the certificates cannot be returned.
- 6.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the municipality and by returning the original Interment Rights Certificate to the municipality. Upon receipt of the notice, the required transfer fee as set out in the Price List and the original Interment Rights Certificate, the municipality shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate a replacement may be issued upon payment of the applicable fee as per the Price List, any subsequent transfer fee will also apply of the Interment Rights are being transferred.

## 7. INTERMENTS

- 7.1. A person wishing an interment shall give notice to the Cemetery Administrative Clerk at least forty-eight (48) hours in advance of the proposed time of interment. For the purpose of this section, Saturdays, Sundays, and statutory holidays may not be considered in determining work hours.
- 7.2. No interment shall take place without a Burial Permit issued by the Division Registrar under the *Vital Statistics Act*, R.S.O. 1990, c.V.4 for full interments or an original *Certificate of Cremation* signed by the Superintendent, or designate of the crematorium for cremation interments.
- 7.3. Pets or other animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 7.4. No interment shall take place until the person making the arrangements for the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment/Services Contract as set out in Schedule "C". Such arrangements may be made by telephone but a faxed or scanned copy of the Interment/Service Contract Schedule "C" must be received by the Cemetery Administrative Clerk before the interment may take place. In the event the person making the arrangements for interment is not the interment rights holder a Letter of Permission to Bury, Schedule "D", must also



be completed, signed and dated by all known interment rights holders and forwarded to the Cemetery Administrative Clerk. Evidence satisfactory to the Cemetery Administrative Clerk of the ownership of the Interment Rights may be necessary to assist in determining proper authority to request interments.

7.5. The Public Works Supervisor or his/her designate shall not make any grave on any lot unless directed to do so by the Cemetery Administrative Clerk by way of either:

7.5.1. A Grave Warrant as set out in Schedule “F”; or

7.5.2. For assisted burials, under Section 164 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33. as amended, a warrant indicating that the welfare administration shall be responsible for all costs of such burial.

7.6. When the opening of a grave is required, not less than eight (8) working hours notice of such requirement shall be given to the Public Works Supervisor or his/her designate by the Cemetery Administrative Clerk. For the purpose of this section, Saturdays, Sundays and statutory holidays may not be considered in determining working hours.

7.7. All funerals within the cemetery shall be under the direction of the Cemetery Administrative Clerk or his/her designate. Times of interment shall not be deemed to be set until confirmed by the Cemetery Administrative Clerk or his/her designate.

7.8. The municipality shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of interment rights holder or their representatives. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner.

7.9. As per Schedule “E” each “Lot” may have a total of:

7.9.1. Five (5) interments, this being a combination of one (1) casket and four (4) cremation burials; or

7.9.2. Six (6) cremation burials.

7.10. As per Schedule “E” each “Plot” may have a total of:

7.10.1. Ten (10) interments, this being a combination of two (2) caskets and eight (8) cremation burials; or

7.10.2. Twelve (12) cremation burials.

7.11. As per Schedule “E” each “Cremation Lot” may have a total of:

7.11.1. Two (2) cremation burials.

- 7.12 No interment equipment except that approved by the municipality shall be used.
- 7.13 The opening and closing of graves may only be conducted by municipal staff or those designated to do work on behalf of the municipality.
- 7.14 No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.
- 7.15 Grave side services and interments shall be permitted from Monday to Friday between 8:00 am and 4:00 p.m., and may be permitted on Saturdays, Sundays and statutory holidays and may be subject to an additional fee in accordance with the Price List.
- 7.16 Interments shall be permitted from May 1 to October 31, weather permitting, at the discretion of the Cemetery Administrative Clerk.

## **8. CREMATED REMAINS**

All regulations stated in Section 7 of this by-law pertain to this section plus the following:

- 8.1. No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this By-law. The comingling (the mixture of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person(s) and the applicable fee(s) paid.
- 8.2. If cremated remains have been interred first in any lot and said lot may be considered for future casket burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then rights is forfeited for a future casket interment.
- 8.3. If the cremated remains must be removed in order for the burial of a casket to take place, a disinterment fee for each cremated remains moved shall apply. Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.
- 8.4. Each container holding cremated remains shall not exceed 12" x 12" in size to accommodate burial, unless prior permission is received from the Public Works Supervisor of his/her designated to use a large container.

## **9. DISINTERMENTS**

- 9.1. The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder. A certificate from the Medical Officer of Health is not required for the removal of cremated remains.

- 9.2. All disinterments shall occur in the presence of an Inspector of the Medical Officer of Health and the Public Works Supervisor if his/her designate and the requirements of the Act and regulations thereunder shall be observed.
- 9.3. Disinterments will be made by arrangement with the Public Works Supervisor or his/her designate through the Cemetery Administrative Clerk.
- 9.4. If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 9.5. Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment by the owner or someone designated by him/her. If the marker/monument is not removed, the municipality will not be held liable for any damage that may be caused to the marker/monument.
- 9.6. The charge for disinterments shall be as set forth in the Price List.

## **10. LOT DECORATIONS**

- 10.1 The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to: the safety of all interment rights holders, visitors to the cemetery, municipal employees, contractors and volunteers, prevents the cemetery from performing general cemetery operations, or are not in keeping with respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 10.2 The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- 10.3 Flowers placed on a grave for a funeral shall be removed by municipal staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 10.4 Planting of flowers and shrubs are permitted but shall not exceed 18" from the front of the monument.
- 10.5 Solar lights are permitted but shall not exceed 18" from the front of the monument.
- 10.6 All memorial wreaths, flowers, and decorations shall be maintained and placed within 18" from the front of the monument.
- 10.7 Planting of trees is not permitted.
- 10.8 The municipality shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage caused by Town staff. The Town shall not be responsible for flowers or articles removed from any lot or grave.

- 10.9 The municipality may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.

## **11. MARKERS AND MONUMENTS**

- 11.1 Except under authority of this by-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the interment rights holder or legal representative, and the permission of the Cemetery Administrative Clerk or his/her designate have first been given.
- 11.2 Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments may be permitted at the direction of the Public Works Supervisor.
- 11.3 The Cemetery Administrative Clerk shall not grant permission for the installation or erection of a monument or marker on a lot unless all amounts owing to the municipality for interment rights, cemetery services and cemetery supplies with respect to that lot, and the amounts required to be paid to the Town under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, have been paid.
- 11.4 Every person installing a marker or monument shall pay to the municipality the amounts as prescribed under Section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, and such amounts shall be credited to the Care and Maintenance Fund established under Section 12 of this by-law.
- 11.5 No person shall cause a monument to be erected or installed on a lot except in accordance with the following restrictions:
- 11.5.1 Both monuments and flat markers are permitted on all lots and plots, subject to further restrictions in this by-law.
- 11.5.2 No more than one monument may be erected or placed on any one lot.
- 11.5.3 No more than one flat marker may be placed per interment on any lot or plot.
- 11.5.4 No monument shall occupy more than ten percent (10%) of the total area of the lot or plot upon which it is erected.
- 11.5.5 A concrete base shall be designed to have sufficient structural capacity and structural integrity to safely and effectively support the monument placed on it.
- 11.5.6 No inscription shall be made on any monument or markers which, in the opinion of Council, are not in keeping with the dignity and decorum of the cemetery.

- 11.5.7 Any person engaged in placing or removing a monument/marker shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean, orderly condition.
- 11.6 No person shall cause a monument to be erected or installed on a lot or plot except in accordance with the following restrictions:
  - 11.6.1 The base of each monument must be level and uniform in thickness so to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.
  - 11.6.2 A base or monument shall not extend beyond the limits of the lots or plot on which it is erected.
  - 11.6.3 When two monument dies are set on a single base, both dies shall be of the same size, shape and colour.
  - 11.6.4 Every monument on a lot or plot shall be installed on a concrete foundation, the design of which has been approved by the Public Works Supervisor or his/her designate.
  - 11.6.5 Every monument shall be placed at the centre of the head end of a lot or plot except where the alignment of existing nearby monuments justifies another location as approved by the Public Works Supervisor or his/her designate.
- 11.7 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:
  - 11.7.1 Granite markers shall not be less than 4 inches in thickness and must be of uniform thickness throughout.
  - 11.7.2 Bronze markers must be attached to a concrete or granite base not less than 4 inches in thickness
  - 11.7.3 Every marker shall be flush with the ground and shall be positioned in a location approved by the Public Works Supervisor or his/her designate.
- 11.8 Repair of Markers:
  - 11.8.1 If a cemetery monument /marker presents a risk to public safety because it is unusable, the cemetery operator shall do whatever is necessary to remove the risk, including repairing, resetting or laying down the marker.
  - 11.8.2 A cemetery operator shall only use reversible processes to preserve and stabilize a marker.

## **12. MORTUARY REGULATIONS**

- 12.1 The storage Vault of St Anne's and Pine Hill Cemeteries shall be used for winter storage and shall be subject to the Mortuary Regulations of St. Anne's Cemetery by-laws.
- 12.2 Permits for the use of the storage vault must be obtained from the Secretary-Treasurer. In all cases when obtaining the permit, a deposit shall be paid sufficient to cover all expense of interment and vault rent for the time stipulated for the body to remain in the vault.
- 12.3 Fees for the use of the vault set forth in the tariff of rates.
- 12.4 The Board may remove a body deposited in the vault and enter it in a single grave at any time after the expiration of the time for which payment has been made, or at any time should the condition of the body render its interment necessary or expedient.
- 12.5 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 12.6 Spring burials shall take place as soon as cemetery conditions allow. No spring burials on Monday.
- 12.7 The bodies of the person dying from contagious diseases cannot be admitted to the vault but must be interred.
- 12.8 The Board reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If necessary the vault may be used at no extra charge until the weather conditions permit the interment.
- 12.9 All bodies stored in our vault must for health reasons be embalmed.
- 12.10 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

## **13. REGULATIONS FOR CONTRACTORS AND WORKERS**

- 13.1 All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00).
- 13.2 All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with WSIB.
- 13.3 All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Public Works Supervisor or his/her designate and are further governed by the *Occupational Health and Safety Act* and Regulations with respect to proper safety wear.

- 13.4 Contractors shall lay planks on the in-ground lots and paths over which transport is required and at the request of the Public Works Supervisor or his/her designate shall utilize a cart or dolly to prevent damage. Damage determined to be caused by contractors shall be rectified by the municipality at the expense of the contractor.
- 13.5 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the municipality in the performance of their work.

#### **14. COMPLAINTS**

- 14.1 Any person having occasion to make any complaint shall make it to the Cemetery Administrative Clerk or his/her designated alternate at the municipality office, and not to an employee on the cemetery grounds.
- 14.2 Any decisions of the Public Works Supervisor or his/her designate made pursuant to this by-law may be appealed to Council.

#### **15. PRICE LIST**

- 15.1 Subject to the *Funeral, Burial and Cremation Services Act*, 2002, as amended, and the regulations made thereunder, shall adopt, by resolution, a Price List to regulate the fees and charges to be paid by persons purchasing interment rights in the said cemetery or requiring services to be performed therein. Such price List may be amended by Council as it, from time to time, deems fit.

#### **16. CONTRACTS AND CERTIFICATES OF INTERMENT**

- 16.1 The Contract for the Purchase of Interment Rights is attached as Schedule "A" to this By-law.
- 16.2 The Interment Rights Certificate is attached as Schedule "B" to this By-law.
- 16.3 The Interment/Services Contract is attached as Schedule "C" to this By-law.
- 16.4 The Cemetery Administrative Clerk or his/her designated alternate is hereby authorized to execute on behalf of the municipality, the Contracts referred to in Schedules "A" and "C", and the Certificate referred to in Schedule "B".

#### **17. PENALITIES**

- 17.1 Every person who contravenes any of the provisions of this By-law is guilty of an offence, and upon conviction is liable to a fine of not more than Five Thousand Dollars (\$5,000.00) as provided for in the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

**18. VALIDITY**

- 18.1 If an Article of this By-law is, for any reasons, held by a Court of law or other Administrative Tribunal to be invalid, the remaining Articles shall remain in effect until repealed.
- 18.2 Where a provision of this By-law conflicts with the provision of another by-law in force within the Municipality, the provisions that establish the higher standards to protect the health, safety and welfare of the general shall prevail.

**19. LIABILITY**

- 19.1 The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, monument, markers, or other articles that have been placed in relation to an interment save and except for direct loss or damaged caused by gross negligence of the cemetery.

**20. EFFECTIVE DATE**

- 20.1 This By-law shall come into force and take effect on the date approval is received from the Registrar, Funeral, Burial and Cremation Services Act, 2002 (FBSCA), Bereavement Authority of Ontario.

**READ A FIRST AND SECOND TIME THIS 13<sup>TH</sup> DAY OF MARCH, 2017.**

**READ A THIRD TIME AND FINALLY PASSED THIS 13<sup>TH</sup> DAY OF MARCH, 2017.**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**



**Price lists, contracts, and the certificate of interment rights are no longer required to be filed with the Ministry as of July 1<sup>st</sup>, 2012 but cemeteries in Ontario must be in full compliance regarding these requirements.**

**SCHEDULE "A" TO BY-LAW NO. 17-07**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**PINEHILL CEMETERY**

The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

HST# \_\_\_\_\_

Cemetery Licence# \_\_\_\_\_

Sold to:	Name:	Date:
	Address:	
	Phone:	

<u>Item</u>	<u>Description</u>	<u>Price</u>	<u>Quantity</u>	<u>Sub-Total</u>
Interment Rights	Section XX Lot XXX Size of Lot X' x X' Care of Maintenance Fund			
<b>TOTAL:</b>				

Repurchased price after 30 days cooling off period: \_\_\_\_\_  
(**TOTAL** less Care and Maintenance)

It is agreed between the parties that this contract is subject to the Pinehill Cemetery By-Law and the purchaser hereby acknowledges receipt of a copy of the Pinehill Cemetery By-Law. The "Conditions of Contract" attached hereto and marked as Appendix "I" to the *Contract for Purchase of Interment Rights* have been read and understood.

**PURCHASER:**

\_\_\_\_\_  
(signature of Purchaser(s))

\_\_\_\_\_  
(signature of Purchaser(s))

**CEMETERY REPRESENTATIVE:**

\_\_\_\_\_  
(signature of Cemetery Administrative Clerk  
or his/her designate)

**APPENDIX “I”  
TO THE CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
CONDITIONS OF CONTRACT**

**The following trusting provisions are in effect in accordance with Section 12 of the Cemetery By-Law:**

1. Care and Maintenance Fund; and
2. Monument Care and Maintenance Fund.

See Price List for exact amounts.

**A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:**

- The rights of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used or exercised.
- The cemetery owner shall repurchase the interment rights within thirty days from the date the written demand was received.
- The repurchased price of the interment rights shall be determined by the current value for the rights less the amount of the cemetery owner paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- The private resale of interment rights by the purchaser is prohibited.
- In accordance with the By-Laws of the cemetery, the following restrictions in the exercising of the interment rights are outlined under Sections 7 and 8 of the Cemetery By-Law No. 17-07 and amendments thereto.
- In exercising the interment rights contracted herein, the following documents are required: see Sections 7.2 and 7.4 of the Cemetery By-Law 17-07.
- In accordance with the By-Laws of the cemetery the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: see Section 3 Rules and Regulations of the Cemetery By-Law 17-07 and amendment thereto.
- If a purchaser transfers an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then issue a new certificate of interment rights to the transfer upon payment of the applicable transfer fee. If the original certificate of interment rights has been misplaced the cemetery owner will issue a duplicate certificate of interment rights upon payment of the application fee.
- In accordance with the By-Laws of the cemetery, the following restrictions o the transfer of interment rights applies: see Section 6 of the Cemetery By-Law 17-07 and amendments thereto.
- The certificate of interment rights shall not be issued until the interment rights have been paid in full.
- Interment Rights Capacity:   Single Lots – see Section 7.9 of By-Law 17-07  
  Plots – see Section 7.10 of By-Law 17-07  
  Cremation Lots – see Section 7.10 of By-Law 17-07
- Markers and Monuments:                   see Section 11 of Cemetery By-Law 17-07

**SCHEDULE “B” TO THE BY-LAW NO. 17-07**  
**INTERMENT RIGHTS CERTIFICATE**  
**PINEHILL CEMETERY**

The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

This indenture made in triplicate on {Date of certificate }

**BETWEEN:**            The Corporation of the Town of Mattawa  
(hereinafter called the Grantor) of the first part,

**AND:**                    {Name of Certificate Holder}  
                              {Address of Certificate Holder}  
(hereinafter called the Grantee, to include the plural should more than one name appear above) of the section part.

**WITNESSES** that for the sum of \$ {Sale price} paid to the Grantor, of which the sum of \$ {Care and Maintenance Fund Allocation} is set aside in Trust for Care and Maintenance in accordance with provisions of the *Funeral, Burial and Cremation Services Act, 2002*, the Grantor hereby sells to the Grantee interment rights in the single grave designated as Section {Section #} Lot {Grave #} as shown on the plan approved by the Bereavement Authority of Ontario and having the dimensions of {X(x) feet by X(x) feet}, subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002, c.33*, as amended (FBSCA), Bereavement Authority of Ontario, and the Regulations in effect thereunder, and subject to the approved By-laws of the Grantor which may be in effect from time to time.

The Grantee, by acceptance of this indenture indicates that the By-Laws governing the operation of the cemetery have been received and read and agrees to be guided by the said By-laws as well as the provisions of the *Funeral, Burial and Cremation Services Act, 2002*, as if these were included as part of this indenture.

The Grantee, agrees that in the event of transfer of the said Interment Rights, this certificate cannot be transferred but will be returned to the Cemetery Owner who will issue a new certificate to the Transferee as per the stipulations within the By-Law.

With respect to the erection or installation of markers the Grantee, agrees to abide by the By-Laws of the Pinehill Cemetery, wherein restrictions on the erection or installation of markers are given and by which By-Laws are attached hereto.

**IN WITNESS**, whereof, the Grantor and Grantee have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**PURCHASER/GRANTEE:**

\_\_\_\_\_  
(signature of Purchaser(s)/Grantee)

\_\_\_\_\_  
(signature of Purchaser(s)/Grantee)

**CEMETERY REPRESENTATIVE:**

\_\_\_\_\_  
(signature of Cemetery Administrative Clerk  
or his/her designate)

**SCHEDULE "C" TO BY-LAW NO. 17-07**

**INTERMENT/SERVICES CONTRACT**

**PINEHILL CEMETERY**

The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

GRAVE WARRANT NO.	
DATE:	
NAME OF DECEASED:	
ADRESS OF DECEASED:	
PLACE OF DEATH:	
DATE OF DEATH:	
NEXT OF KIN:	
DATE OF BIRTH:	
PLACE OF BIRTH:	
DATE OF INTERMENT:	
TIME OF INTERMENT:	
CASKER/CREMATION BURIAL:	
GRAVE LOCATION:	
SHELL OR NO SHELL:	
TYPE OF MARKER:	
FUNERAL DIRECTOR:	
FUNERAL HOME:	
INTERMENT RIGHTS HOLDER(S):	
ADDRESS:	
PHONE NUMBER:	
INFORMATION SUPPLIED BY:	
NOTES:	
<b>INTERMENT FEE:</b>	

It is agreed between the parties that this contract is subject to the By-Laws of the Corporation of the Town of Mattawa with respect to the Pinehill Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by these by-laws, a copy of which is attached, and that the Conditions of Contracts attached have been read and understood.

**PURCHASER:**

\_\_\_\_\_  
(signature of Purchaser(s))

\_\_\_\_\_  
(signature of Purchaser(s))

**CEMETERY REPRESENTATIVE:**

\_\_\_\_\_  
(signature of Cemetery Administrative Clerk  
or his/her designate)

**SCHEDULE “D” TO BY-LAW NO 17-07**

**LETTER OF PERMISSION TO BURY**

**PINEHILL CEMETERY**

The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

This form is to be used jointly with Schedule “C” Interment/Services Contract when those financially responsible for interment/services costs are **not** the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Town of Mattawa to be matched with an Interment/Service Contract at the time of an interment/service request so interment/services may take place in an expeditious manner when needed.

I/we, the undersigned \_\_\_\_\_

Owner(s) of the Interment Rights of the lot/plot described as \_\_\_\_\_

In the Pinehill Cemetery, {*address of Cemetery*}

**(Print Full Name and the Type of Burial – Casket)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the aforementioned cemetery lot.

Please Print Name(s) of Interment Rights Holders

Signature(s)

_____	_____
_____	_____
_____	_____



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

No interment will take place unless the Burial Permit of the Certificate of Cremation, the Interment/Services Contract and this permission form are received from the Interment Rights Holder(s) or there representative(s) by the Town of Mattawa along with the prescribed fee for the opening of the grave. Restrictions may apply, please consult the Cemetery By-Law.

**SCHEDULE “E” TO BY-LAW NO. 17-07  
BURIALS PERMITTED PER GRAVE TYPE  
PINEHILL CEMETERY**

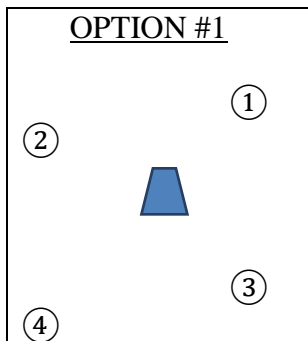
The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

**1. Lots (4’x8’)** may have a total of:

1.1. Five (5) interments, this being a combination of one (1) casket and four (4) cremation burials; or

1.2. Six (6) cremation burials.

According to the following guidelines:

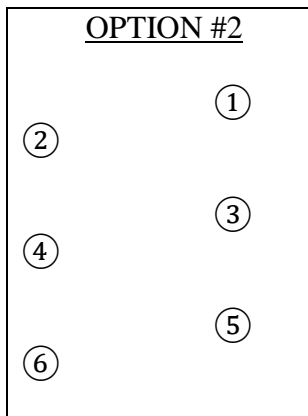


One Casket



Plus

Four cremation burials



Six Cremation burials



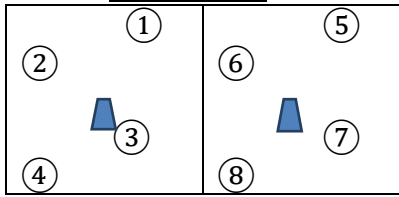
**2. Plots (8’ x 8’)** may have a total of:

2.1. Ten (10) interments, this being a combination of two (2) casket and eight (8) cremation burials; or

2.2. Twelve (12) cremation burials:

According to the following guidelines:

OPTION #1



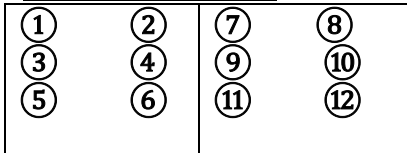
Two Caskets



Plus

Eight cremation burial

OPTION #2



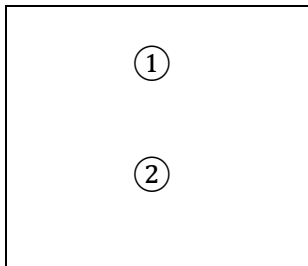
Twelve

Cremation Burials

**3. Cremation Lots (2' x 4')** may have a total of:

3.1. Two (2) cremation burials

According to the following guidelines:



Two cremation burials

**SCHEDULE "F" TO BY-LAW NO 17-07**

**GRAVE WARRANT**

No. \_\_\_\_\_

**PINEHILL CEMETERY**

The Corporation of the Town of Mattawa  
160 Water Street, PO Box 390  
Mattawa, ON. P0H 1V0  
705-744-5611 ~ [info@mattawa.ca](mailto:info@mattawa.ca)

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

TO: \_\_\_\_\_

**RE: Opening and closing of lot/plot**

You are hereby required to make a grave in:

Section: \_\_\_\_\_

Lot (Grave): \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Funeral Director: \_\_\_\_\_

Funeral Home: \_\_\_\_\_

Shell: \_\_\_\_\_  
Yes No

Casket: \_\_\_\_\_

Date and Time of Funeral: \_\_\_\_\_

Date and Time of Interment: \_\_\_\_\_

\_\_\_\_\_  
(signature of Cemetery Administrative Clerk  
or his/her designate)