

MATACHEWAN CEMETERY BY-LAW 2013-07:

SCHEDULE A:

Rules and Regulations of the Matachewan Cemetery

The Council of the Corporation of the Township of Matachewan in the discharge of their responsibilities, appeal to the public to aid them by following this by-law, which has been adopted for the improvement and upkeep of the cemetery, to keep it a becoming and respectful place for the burial of the deceased.

1.0 DEFINITIONS

- 1.1 *Cemetery* means the Matachewan Cemetery, Cairo MC MR 6321 PCL 7223SST REG, located on the south west corner of Margaret Street, in The Corporation of The Township of Matachewan
- 1.2 *Burial* means the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains
- 1.3 *Burial permit* means a burial permit issued by the Division Registrar or its appointed agent
- 1.4 *By-laws* means the rules and regulations under which the Cemetery operates
- 1.5 *Care and Maintenance Fund* means the requirement under the FBCSA that a percentage of the purchase price of all Internment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery
- 1.6 *Cemetery Manager* means the person responsible for the operation of the Cemetery
- 1.7 *Certificate of Interment rights* means the certificate issued by the Township to the purchaser of the interment rights in either a lot or a plot
- 1.8 *Clerk* means the Clerk of the Corporation of the Township of Matachewan
- 1.9 *Contract* means, for the purposes of this by-law, all purchasers or interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws
- 1.10 *Corner posts* means any stone or other land markers set flush with the surface of the ground and used to indicate the location of the lot or plot
- 1.11 *Cremation lot* means any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 0.660 metres (2'2" feet) by 0.508 metres (1'8" feet)
- 1.12 *Child lot* means any burial space intended to receive not more than one (1) child interment and having a size of 1.524 metres (5' feet) by 0.5588 metres (1'10" feet)
- 1.13 *Crypt* means an individual compartment in a mausoleum for the entombment of human remains
- 1.14 *Grave* means any burial space intended for an adult or child, and having a minimum size of 1.22 metres (4 feet) by 3 metres (10 feet)
- 1.15 *Interment right* means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization
- 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 *Interment rights holder* means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the Cemeteries Act, being chapter C.3 of the Revised Status of Ontario, or a predecessor of that Act
- 1.18 *Lot* means, for the purposes of this by-law, a single grave space
- 1.19 *Marker* means any permanent memorial structure that is set flush with the ground, and used to mark the location of a burial lot
- 1.20 *Ministry* means the Ministry of Consumer Services of Ontario
- 1.21 *Monument* means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot
- 1.22 *Non-resident* means a person who does not reside within the limits of the Corporation of the Township of Matachewan
- 1.23 *Owner* means the Corporation of the Township of Matachewan
- 1.24 *Plan* means the plan of the cemetery, approved by the Ministry of Consumer and Business Services of Ontario
- 1.25 *Plot* means, for the purpose of this by-law, a parcel of land, sold as a single unit, containing multiple lots
- 1.26 *Price list* means the price list of fees and charges as set out by the Township
- 1.27 *Register* means electronic, or written records, kept in accordance with the Cemeteries Act
- 1.28 *Resident* means a person who resides within the limits of the Corporation of the Township of Matachewan
- 1.29 *Scattering* means 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

- 1.30 *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
- 1.31 *Township* means the Corporation of the Township of Matachewan and its delegates
- 1.32 *Trust funds* means those funds in which a trustee may invest, which are defined in the 'Trustee' Act, R.S.O. 1989

2.0 ADMINISTRATION

2.1 The Corporation of the Township of Matachewan reserves full and complete control and management of the land, buildings, plantings, roads, trails, benches, utilities, books and records of the cemetery and the complete authority to administer the by-law.

2.2 The Township will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence in the Cemetery.

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

2.4 The **cremated remains** of pets and other lower animals are allowed to be buried (at time of burial only) with its owner on the Matachewan Cemetery grounds.

2.5 The Township has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

3.0 BY-LAW AMENDMENTS

3.1 The Cemetery shall be governed by this by-law, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

3.2 All by-law amendments shall be:

- Published once in a newspaper with general circulation in the locality in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation

3.3 All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services

4.0 SALE AND TRANSFER OF INTERMENT/SCATTERING RIGHTS

4.1 No person shall sell interment rights unless that person does so on behalf of the Township.

4.2 Interment rights of lots may be purchased from the Township at the Town Office during opening hours Monday – Friday, 9:00am to 4:30pm. Rates are available in Schedule B.

4.3 The purchaser must provide the following documentation to the Township prior to interment:

- a) Payment and settlement of the selected cemetery lot or plot and all associated fees (see Schedule C of the current user fee by-law, or Schedule B of this by-law for cemetery pricing)
- b) A completed Cemetery Services Contract, Schedule D of this by-law

And in the case that the Recipient is deceased:

- c) A copy of the Certificate of Death and/or Cremation Certificate and/or Burial Permit, as issued by the Registrar General to show that the death has been registered with the province
- d) Copy of Executor's legal paperwork or other documentation showing who is authorized to act on behalf of the Interment Rights Holder(s)

4.4 The Township shall provide each Rights Holder at the time of sale with:

- a) A copy of the Cemetery Services Contract
- b) A copy of the Cemetery by-law
- c) A Certificate of Interment Rights, upon payment in full

4.5 Interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-law. In accordance with this cemetery by-law, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialisation is permitted until the interment rights have been paid in full. The purchase of interment rights is not a purchase of Real Estate or real property.

4.6 An interment and/or scattering rights holder has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The Township will refund all monies paid by the purchaser within thirty (30) days from the days of the request for cancellation.

4.7 If any portion of the interment or scattering rights has been exercised, the interment rights holder(s) are not entitled to cancel the contract.

4.8 In cases of transmission of ownership by will or bequest of Interment Rights, the Township reserves the right to require the production of a copy of the will or other evidence sufficient to prove ownership.

4.9 The Township prohibits the resale of interment or scattering rights to a third party and will repurchase these rights at the price listed on the current price list, less the Care and Maintenance amount that was paid at the time of purchase. This also applies to all purchases or contracts that were made before this Act came into being.

4.10 The Township is not required to repurchase unused scattering rights in a scattering ground if other scattering interment rights in the same scattering ground have been exercised.

4.11 Any purchaser of pre-need supplies or services from the Township may cancel, by written notice to the Township and by returning the original contract to purchase to the Township, at any time before the services or the supplies are provided. No supplies will be ordered or service supplied until the 30 day grace period has passed.

4.12 If an Interment/Scattering Right Holder(s) wishes to resell the interment or scattering rights, the Rights Holder(s) must make the request to the Township of Matachewan in writing. The Township of Matachewan will repurchase the interment or scattering rights at the price listed on the current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the Interment/Scattering Rights Holder(s) requesting the sale must be completed within 30 days of the request. The Interment or Scattering Rights Holder(s) shall:

- Endorse on the reverse side of the Interment/Scattering Rights Certificate, transferring all rights, title and interest to The Township of Matachewan
- Return the Interment/Scattering Rights Certificate to the Township of Matachewan

5.0 INTERMENTS AND DISINTERMENTS

5.1 No interment or scattering shall take place without the Interment/Scattering Rights Certificate or other such documentation to provide proof of purchase of the lot or plot.

5.2 If the documentation has not already been provided to the Township, a burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Township Office prior to burial, scattering or entombment taking place. A certificate of cremation must be submitted to the Township Office prior to the burial of cremated remains or scattering of cremated remains taking place.

5.3 In accordance with the FBCSA, the Purchaser of the Interment or Scattering Rights must enter into a Cemetery contract, providing such information as may be required by the Township for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains. The contract to be completed can be fund as Schedule D of this by-law.

5.4 Full payment must be made to the Township of Matachewan before an interment or scattering can take place. The interment fee includes the opening and closing of the lot and the registration of the interment.

5.5 All interments shall be authorized by the Interment Rights Holder except the interment of the Interment Rights Holder.

5.6 When interment rights are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot/plot as may be requested.

5.7 Notice of each interment to be made shall be given to the Township at the Town office at least thirty six (36) hours in advance, fifteen (15) hours of which must be regular working hours. The Township cannot be held responsible for having lots prepared for funerals unless such notice is given.

5.8 No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Township, except under special circumstances, and by permission of the Township. In the event that a private Grave Digger will be hired, said Grave Digger must meet with the Public Works Superintendent prior to every interment. The lot/plot to be excavated will be marked by the Public Works Superintendent.

5.9 No interments shall take place on or after 01 November and on or before 30 April in any given year, or with a certain frost level as determined by the Township, as the conditions will make it too difficult for the opening of graves. During this period, bodies shall be placed in the vault for spring burial. Interments will only be carried out during this period if ordered to do so by the Ministry of Health.

5.10 Refer to Schedule C of this by-law for information regarding interment rights in one grave.

5.11 Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.

5.12 The Public Works Superintendent, or someone in the employ of the Township shall be in attendance at each interment, unless otherwise stated by the Township.

5.13 Funeral Corteges within the Cemetery shall follow the route indicated by the Public Works Superintendent.

5.14 Cremated remains may only be scattered within a designated area of the Matachewan Cemetery, as shown in Schedule F: Matachewan Cemetery map. Cremated remains are not permitted to be scattered on a grave.

5.15 A Scattering Rights contract must be completed and the payment of all associated fees must be made in full before the scattering of cremated human remains can take place.

5.16 Once scattered, cremated remains cannot be retrieved.

5.17 Human remains may only be disinterred from a lot provided that the Township receives:

- Written consent (authorization) of the Interment Rights Holder,
- Proof of prior notification of the Medical Officer of Health,

In the case that the human remains to be disinterred are in a casket, the Township must also receive:

- A certificate from the local Medical Officer of Health

A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.

5.18 In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or next of kin(s).

5.19 The Township will exercise all due care in making burials and interments, but is not responsible for damage to any casket, urn or other container sustained during disinterment.

5.20 The Township reserves the right, at its cost, to correct any error that may be made by it, in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Township may either cancel such grant and substitute other interment rights, or lot of equivalent value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representatives, at their last appearing address in the records books of the Township. In the event any such error may involve the disinterment of remains, the Township shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

5.21 The Township shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements must be made in writing or in person.

6.0 MONUMENTS AND MARKERS - GENERAL

6.1 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.

6.2 For the purpose of the regulations, a marker shall be understood to mean any permanent memorial flush with the level of the ground.

6.3 Each lot or plot must have a minimum of one (1) permanent marker or monument meeting the minimum requirements of this by-law. Should a lot/plot not have a permanent monument/marker installed one (1) year after the date of a burial, the Township of Matachewan staff will order a marker meeting the minimum size requirements and the Interment Rights Holder shall be invoiced for the cost.

6.4 No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full. This includes charges for the Monument Care and Maintenance, and charges to be paid for by any social agency.

6.5 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Township.

6.6 No monument or marker shall be delivered or erected in the Cemetery without first submitting proper forms containing the following information:

- The Interment Rights Holder's name and address;
- The dimensions of the marker or monument;
- In the case of the monument: the dimensions of the die (height, width, length); the dimensions of the base (height width, length); the overall size of the monument;
- The contact information of the Monument dealer who will be installing the marker or monument
- Full payment of all cemetery fees, as laid out in Schedule B: Cemetery Price List, including the monument care and maintenance fee. The interest earned from this fund will be used to maintain the markers and/or monuments in a safe condition.

6.7 All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors and in conjunction with the Township Public Works Superintendent, subject to the conditions of this by-law.

6.8 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

6.9 No inscription shall be placed on any monument that is not in keeping with the dignity and decorum of the cemetery.

6.10 If a monument or marker in the Cemetery presents a risk to public safety because it is unstable, the Township shall do whatever necessary by way of repairing, resetting or laying down the marker to remove the risk. Every effort will be made to contact living relatives, however, the work may be carried out without having first contacted relatives.

6.11 Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.

- Candle holders must be included in determining the overall size of the memorial.
- A maximum of two candles or vases may be placed on the base of a monument and must be centred on the end or ends of the base.
- A candle holder must be adequately drained to prevent any collection of water.
- Candle holders must be fully enclosed on all sides by a door or lid.

6.12 Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Township to be normal wear.

6.13 The Township will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, or part thereof where such damage or loss is due to its negligence.

7.0 MONUMENTS

7.1 Should the individual request a wooden cross to be located on the cemetery lot/plot, the wooden cross must be constructed from cedar, and the cross must be accompanied by a permanent marker/monument meeting all regulations stipulated in this by-law.

7.2 The Township reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.

7.3 A single lot is allowed one upright monument and two (2) flat markers.

7.4 The maximum size of a monument (die) allowed on a single lot is:

- Height 111.76cm (44") from ground and including base
- Width 96.52cm (38") including the base

7.5 The maximum size of the monument (die) allowed on a double lot is:

- Height 111.76cm (44") from ground including base
- Width 142.24cm (56") including the base

7.6 The minimum thickness of a die should be 15.24cm (6").

7.7 The die stones must be installed on a granite base. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62cm (3") of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.

7.8 No monuments or materials required for placement will be accepted at the Cemetery prior to the completion of a suitable foundation.

7.9 The maximum width of a base is controlled by the width of the plot or lot where it will be installed. No base shall be closer to 7.62cm (3") to the lot width side lines on which it is to be installed.

7.10 Monuments must be placed at the centre of the head of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Public Works Superintendent before a monument is set.

7.11 No foundations may be constructed after November 15th in any year and approximately before April 30th in the following year, depending on weather conditions, as determined by the Council of the Corporation of the Township of Matachewan.

7.12 Unless adjoining lots are owned, both sides of the stone cannot be used. Monuments cannot be placed 'back-to-back' against another.

7.13 Only family names on back of monuments will be permitted.

7.14 No inscription will be placed on any monument which in the opinion of the Public Works Superintendent is not in keeping with the dignity and decorum of the Cemetery.

7.15 All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.

8.0 MARKERS

8.1 Corner Posts: The owner may on the receipt of his Rights Certificate and at his own expense, with the permission of the Township, place bronze, stone or concrete landmarks 15.24cm (6") square and not less than 15.24cm (6") deep, dressed on all sides and bearing the lot and section number legibly and permanently marked thereon, at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.

8.2 Two (2) markers may be placed at each grave in addition to the monument. The markers shall be placed in the centre and/or at the foot of the grave and shall not exceed 45.72cm x 60.96cm (18" x 24").

8.3 Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments.

- Single lot maximum 45.72cm x 60.96cm (18" x 24")
- Double lot maximum 50.8cm x 106.68cm (20" x 42")

8.4 The minimum thickness for all flat markers including footstones is 7.62cm (3") and the maximum thickness for all flat markers including footstones is 10.16cm (4").

8.5 All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

9.0 CARE OF LOTS

9.1 No person shall do any work upon a burial lot without the permission of the Township.

9.2 All lots and plots shall be kept properly graded, sodded and mowed by employees of the Township.

9.3 No Interment Rights Holder shall change the grading of his/her lot, and in case of any such change, the Township may restore the lot to its original grade at the expense of the Interment Rights Holder.

9.4 No unauthorized person shall sod, move corner posts or lot markers.

9.5 Copings, fences, curbs, benches or steps, will not be permitted in the Matachewan cemetery.

9.6 No glass containers of any kind are allowed in the cemetery at any time.

9.7 Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workmen and to visitors when neglected or broken are not allowed in the cemetery.

9.8 Absolutely no trees, shrubs, flowering or other plant may be cultivated in the soil within the Cemetery grounds, except for those cultivated by the Township. Although every effort will be made to contact the Interment Rights Holder(s), the Township reserves the right to remove, without notice, any trees, shrubs, flowering or other plant that is being cultivated without the consent of the Township.

9.9 Vases, urns, flower holders etc. must not be buried, but must be placed on top of the ground as close to the monument base as is practical.

9.10 Artificial wreaths, potted plants or urns not placed by the Township are allowed to remain on the lot from May 01 to October 31, provided they are securely fastened to the monument or mounted on a stand of at least 76.2cm (30") high and securely anchored to the ground and/or marker. Failure to remove the articles by October 31 will result in their removal, without notice, by Township staff.

9.11 Vases, urns and flower stands not properly cared for or not filled with plants by 20 June in any year may be removed from the lot; and, any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Township.

9.12 The Township reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered, untidy or unsightly, or for any other reason such removals are in the best interest of the Cemetery.

9.13 Any article that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Township. Every effort will be made to contact the owners, but articles may be removed without notice.

9.14 The Township does not accept any responsibility for loss or damage to any articles left upon any lot or plot.

10.0 CONDUCT

10.1 No person other than the Township of Matachewan employees shall enter or remain in the Cemetery between the hours of 10:00pm and 7:00am of the following day.

10.2 The Public Works Superintendent and/or any Township staff are empowered and are required to preserve order and decorum in the Cemetery.

10.3 All visitors shall conduct themselves in a quiet and respectful manner while at the Cemetery.

10.4 Children under the age of twelve (12) years are welcome in the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct.

10.5 No person shall operate a vehicle, an off-road or competition motorcycle, a motorized snow vehicle, ATV (All Terrain Vehicle) or any other form of off-road vehicle within the Cemetery grounds.

10.6 No person shall bring or permit any animal to enter or remain in the Cemetery unattended.

10.7 No person shall bring alcoholic beverages in the Cemetery grounds.

10.8 No person shall play at any game or sport in the Cemetery.

10.9 No person shall deposit rubbish or debris in the Cemetery grounds, except in receptacles provided for such purposes.

10.10 No parades other than funeral processions shall be admitted to or be organized within the Cemetery.

10.11 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.

10.12 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.

10.13 No picnic shall be permitted in the Cemetery grounds.

10.14 Any person who, while in the Cemetery, damages or moves any tree, plant, marker, monument, fence, structure or any other object usually erected, planted or placed in a Cemetery, is liable to the Township and any Interment Rights Holders who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the previous state before anything was damaged or moved by the person liable.

10.15 Any person who shall have done or permits to be done, any interment or alteration to a lot or plot without following the procedure as outlined in this by-law, is liable to the Township and any Interment Rights Holders who, as a result, incurs damage or has their interment rights infringed. The amount of damages to be paid to the Township and/or Interment Rights Holder shall be the amount required to restore the Cemetery to the previous state before the damage or unauthorized alterations incurred by the person liable.

10.16 Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates these by-laws, will be expelled from the grounds.

10.17 Any complaints by Interment Rights Holders or visitors should be made to the Township in writing.

10.18 Donations to the Matachewan Cemetery care and maintenance fund can be made at the Township Office where an official receipt will be given for income tax purposes.

11.0 RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

11.1 No monument or marker shall be delivered to the Cemetery without the Interment Rights Holder having completed all necessary documentation and paid all applicable fees to the Township of Matachewan.

11.2 No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.

11.3 No monument or marker shall be installed without the Public Works Superintendent having first marked the location where the marker or monument is to be placed.

11.4 No monument or marker shall be removed without written permission from the Township Office.

11.5 All companies who do work in the Cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance.

11.6 All workers will maintain and leave the area of work in a clean and tidy condition. The areas affected by the process of installation of monuments/markers will be returned to their original condition by the contracting company.

11.7 All implements and materials used in the performance of any work shall be placed where the Public Works Superintendent directs it to be placed; and all rubbish and surplus earth shall be removed when, and to where, and in such a manner as the Public Works Superintendent may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.

11.8 There shall not be a variance of more than 1.27cm (1/2") in the size of the base required as stated on the work order and the size of the monument delivered.

11.9 The demeanour and behaviour of all workmen employed by others in the Cemetery, shall be subject to the control of the Town Office Staff.

11.10 Workers shall cease work, if in the vicinity of a funeral, until the conclusion of the service.

11.11 All work must be carried out during regular cemetery hours, unless by special permission from the Town Office.

11.12 Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition.

11.13 No monument dealer shall park on the grass unless otherwise directed to do so by the Public Works Superintendent.

11.14 Vehicles within the Cemetery shall be driven at no more than twenty (20) kilometres per hour and shall not leave the designated avenues or park on the grass unless directed to do so by the Public Works Superintendent.

Schedule C

CEMETERY PRICE LIST

as per

Schedule B – Fee Schedule of By-Law # 2013-07

Cemetery By-Law


Service	Resident Fees*	Non-Resident Fees
Grave Sites		
Lot	\$400.00+HST	\$600.00+HST
Scattering Rights	\$100.00+HST	\$200.00+HST
Interments		
Adult Full Interment – Business Day Burial	\$500.00+HST	\$800.00+HST
Adult Full Interment – Weekend & Holiday Burial (Subject to staff availability)	\$750.00+HST	\$1,000.00+HST
Child** Full Interment – Weekday Burial	\$250.00+HST	\$350.00+HST
Child** Full Interment – Weekend & Holiday Burial (Subject to staff availability)	\$350.00+HST	\$450.00+HST
Cremation Interment – Business Day Burial	\$100.00+HST	\$150.00+HST
Cremation Interment –Weekend & Holiday Burial (Subject to staff availability)	\$200.00+HST	\$300.00+HST
Winter Interments (Nov. 01 – Apr. 30)	Not Available	Not Available
Grave Care and Maintenance		
Care and Maintenance (Adult Grave)	\$250.00+HST	\$250.00+HST
Care and Maintenance (Child** Grave)	\$150.00+HST	\$150.00+HST
Care and Maintenance (Scattering Ground – no interment rights holder)	\$25.00+HST	\$25.00+HST
Monument Care: Flat marker measuring less than 1,116.13 sq.m (173 sq.in)	\$20.00+HST	\$20.00+HST
Monument Care: Flat marker measuring over 1,116.13 sq.m (173 sq.in)	\$50.00+HST	\$50.00+HST
Monument Care: Upright monument measuring less than 1.22m (4ft) in height or length***	\$100.00+HST	\$100.00+HST
Monument Care: Upright monument measuring over 1.22m (4ft) in height or length	\$200.00+HST	\$200.00+HST
Other Services		
Administrative Fee (in the case of refunds, transfers of interments rights or other)	\$50.00+HST	\$50.00+HST

MATACHEWAN CEMETERY BY-LAW 2013-07: SCHEDULE C
Interment Rights in One Grave

Option A
 (One Casket Interment)

_____ Ground Level

↓
 Minimum of 3ft of ground coverage to top of caskets




Minimum of 6ft of depth to the bottom of casket

Option B
 (One, Two or Three Urn Interments)

_____ Ground Level

↓
 Minimum of 3ft of ground coverage to top of urns

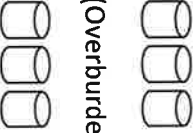


(One, two or three urn burials)

Option C
 (6 Urn Interments)

_____ Ground Level

↓
 Minimum of 3ft of ground coverage to bottom of urns




(Overburden)

Minimum of 6ft of depth to the top of urns

Option D
 (2 Casket Interments)

_____ Ground Level

↓
 Minimum of 3ft of ground coverage to top of caskets



(Overburden)

Minimum of 8ft of depth to the bottom of casket

services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Recipient #1

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

Recipient #2

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

Recipient #3

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

Recipient #4

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

Recipient #5

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

Recipient #6

Name: _____

Address: _____ Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

A. INTERMENT RIGHTS SALE*

Addition: _____ Lot: _____ Block: _____ Grave: _____

Type: _____ Area: _____ Purchase Price: \$ _____

Dimensions: _____ Care and Maintenance Fee*: \$ _____

*To be eligible for residents' rates, proof of permanent residency in the borders of The Township of Matachewan or Matachewan First Nation reserve is required.
** Contributions to the Care and Maintenance Fund are based on the price of interment rights. The minimum amount due is legislated by the Provincial Government.

B. INTERMENT SERVICE

Name of deceased: _____ Type: _____ Case: _____

Addition: _____ Lot: _____ Block: _____ Grave: _____

Date of interment: _____ Time of interment: _____

Date of Birth: (dd/mm/yyyy) _____ Date of Death: (dd/mm/yyyy) _____

Age: _____ Marital Status: _____ Residence: _____

Interment Rights Holder: _____ Residence: _____

Purchase Price: \$ _____

Alternate Grave Digger Name: _____ Telephone: _____

C. MONUMENT PLACEMENT / CARE AND MAINTENANCE

One upright monument only centred on 2 graves, permitted sizes as prescribed in Schedule A.

Interment Rights Holder: _____ Type of lot/plot: (Single / Double / Child)

Monument Supplier: _____ Date of Monument Installation: _____

Monument Size: _____ Monument Material: _____

Monument: (Flat / Standing) _____ Monument Inscription: _____

Monument Care and Maintenance Fee*: \$ _____

*Care and Maintenance Fund contribution for marker and monument installation: In accordance with the FBCSA and Ontario Regulation 30/11, contributions as are detailed in the current Matachewan Cemetery By-law, Schedule B: Cemetery User Fees, will be made to the Care and Maintenance Fund for every installation of a marker or monument.

TOTAL FEE TO BE SUBMITTED TO THE TOWNSHIP OF MATACHEWAN: \$ _____

PAYMENT TERMS:

Payment in full is required before an Interment Rights Certificate will be issued, a burial can take place, or memorialisation can be erected. Payments can be made at the Matachewan Township Office or by mail to P.O. Box 177, Matachewan, ON, P0K 1M0 by cash, cheque or money order only. Cheques and money orders are to be made out to The Township of Matachewan.

FOR OFFICE USE ONLY: Date Received: _____ Payment Received: _____

Paid By: _____ Proof of Estate: _____ Death/Cremation Certificate: _____

Proof of Interment Rights: _____ Asyst Marked: _____ CGIS Marked: _____ Map Marked: _____

CONTRACT TERMS AND CONDITIONS

This contract is subject to provisions of the Township of Matachewan Cemetery By-law, as amended, and the Cemeteries Act and regulations thereunder, as amended.

The Township of Matachewan Cemetery By-law governs the administration and operation of the Municipal Cemetery and sets out the exercise of interment rights in the Cemetery, and the requirement and restrictions respecting the purchase of cemetery supplies and services from a source other than the Township of Matachewan.

Regulations:

The Interment Rights Holder owns the interment rights to a single lot/plot. The Interment Rights Holder must abide by the regulations stipulated in the current Cemetery by-law, including the installation of a monument, maintenance of a flowerbed or other memorialisation.

Cemetery Fees:

The fees for various cemetery services, administrative and operational functions are outlined in the current Matachewan Cemetery By-law, Schedule B: Cemetery User Fees. The public will receive thirty (30) days notice of any changes to the Cemetery Fees Schedule.

Late payments will have 5% interest added to the account on the first day of default and the first day of each calendar month thereafter.

If the Interment Rights have not been exercised, non-payment of the full amount after three (3) months will result in the cancellation of this agreement. The Township will notify the Purchaser in writing of the cancellation and will refund any payments less the administration fee.

Care and maintenance Fund:

'Perpetual care and maintenance' means the continual care, maintenance and improvement of cemetery grounds, as governed by the Province of Ontario and outlined in the Cemeteries Act. A trust fund is set up by the Township where monies allocated from fees charged for interment rights sales and monument installation. The fees are laid out in the current Matachewan Cemetery By-law, Schedule B: Cemetery User Fees.

Refund:

If the above Interment Rights have not been used, the Interment Rights Holder may, in writing to the owner within thirty (30) days from the signing of the contract, cancel this contract and receive a full refund. If the Purchaser and the Interment Rights Holder are not the same person, it is the Interment Rights Holder who will receive the refund.

Resale Rights:

The Interment Rights Holder understands that in signing this contract, he/she is prohibited in the resale of the Interment Rights to another private individual.

After 30 days of signing the contract, the Interment Rights Holder may resell the lot/plot back to The Township of Matachewan. All documents pertaining to the original sale must be returned to the Township office. An administration charge will apply, in accordance with the current Cemetery User Fees schedule. If the Purchaser and the Interment Rights Holder are not the same person, it is the Interment Rights Holder who will receive payment.

Subdivision of Interment Rights

No Interment Rights Holder(s) may subdivide and sell or transfer a portion of an Interment Rights.

Interment Rights Service:

Only the Interment Rights Holder can state who is to be interred in a plot, single lot or niche. If the Interment Rights Holder is deceased, the personal representative or Executor of the estate will assume this right.

The 'Burial Permit or Cremation Certificate' and 'Contract for Cemetery Services' must fully detail the information of the deceased in order for the Township staff to make an accurate registration. These documents, written consent of all surviving Rights Holder(s), plus full payment, must be received by Township staff prior to an interment, cremation, entombments, disinterment, disentombments, and the placement of markers, monuments, inscriptions or ceramic photographs.

Only two (2) full size traditional interments and four (4) cremation interments or any combination up to six (6) interments with no more than two (2) full size interments.

Monument Installation:

Only the Interment Rights Holder has the right to erect and maintain a monument. Only one monument per plot or single lot is permitted. Where a monument already exists, only flat markers are permitted. The monument will be placed at the centre of the head end of the plot or single lot, or the middle of a six grave plot. Monuments and markers must be constructed from bronze, marble or granite. There are size restrictions for monuments, depending on the Section and type of lot/plot it will be placed on.

Interment Rights Holder(s) request to remove memorialisation:

A marker, monument, or memorialisation purchased and/or installed by anyone other than the Rights Holder(s) may be removed by the Cemetery staff on the written request of the Rights Holder(s).

Causes beyond the Cemetery Operator’s control:

The Cemetery Operator cannot be responsible if unable/prevented from carrying out this contract due to causes beyond its control.

Inquiries:

All inquiries or concerns should be received in person at the Matachewan Township Office, at 1 Moyneur Avenue, Matachewan or by calling (705) 565-2274, Monday through Friday 9:00am to 4:30pm.

Privacy Policy:

Personal Information: The Purchaser acknowledges and provides consent to permit The Corporation of The Township of Matachewan to collect, use and disclose personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery/crematorium public register. The Purchaser also understands that The Corporation of The Township of Matachewan does not rent or sell personal information to third party organizations.

Consumer Information Guide and Cemetery Price List:

By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government’s Consumer Information Guide (where made available by the Registrar) and the cemetery price list at the time of entering into this contract.

{ _____ } I hereby acknowledge I have been offered and/or received a copy of the Ontario Government’s Consumer Information Guide and Cemetery Price List.

I have reviewed the Contract’s terms and conditions and hereby confirm that the Interment Rights, and specified in this contract (including the attached payment schedule, if applicable) are complete and correct. I direct the operator to proceed with the sale of the Interment Right(s), as identified in the contract in accordance with the Cemetery by-laws, which are now or at any time hereafter in force.

{ _____ } I hereby acknowledge I have received and reviewed a copy of the Cemetery’s by-laws.

The terms and conditions set out in this contract expire on the 180th day unless executed by the Purchaser and the Operator. The contract date set out on Page 1 is the date on which this contract is accepted by the Operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the Operator in accordance with the contract’s terms and conditions.

Purchaser Signature: _____ Date: _____

Accepted on behalf of the Operator by:

Licensee name: _____ Licence #: F90255

Licensee Signature: _____ Date: _____



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

CEMETERY BY-LAW 2013-07 Schedule E: Certificate of Interment Rights

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
THE MATACHEWAN CEMETERY
Cemetery Operator Licence #: F90255
P.O. Box 177
Matachewan, ON
POK 1M0
T: (705) 565-2274
F: (705) 565-2564

Pursuant to the Funeral, Burial and Cremation Services Act and Regulations thereunder, as amended, this Contract made
in duplicate on the _____ day of _____, 20____
BETWEEN: The Corporation of the Township of Matachewan (herein after 'the Township')
AND _____ (herein after 'the Purchaser')

Witness that in consideration of the total sum of \$ _____, including \$ _____ for the
Care and maintenance Fund, the receipt of which is hereby acknowledged, the Parties hereto agree that the Purchaser
will receive the services as indicated below, in return for fees.

The Township agrees to assign to the Purchaser the Interment Rights described as: _____

Contract Reference Number: _____ Date of Purchase: _____

The Purchaser by the acceptance of this indenture indicates that the By-law governing the operation of the Cemetery
has been received and read, and agrees to be guided by the said By-law as well as the provisions of the Funeral, Burial
and Cremation Services Act as if these were included as part of this indenture.

The Purchaser understands that in signing this contract, he/she is prohibited in the resale of the Interment Rights to
another private individual, but can transfer the rights back to the Township of Matachewan.

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

In witness whereof the Cemetery has caused its corporate seal to be hereunto affixed by the hands of its proper signing
officers this _____ day of _____, _____ and the Purchaser has affixed his/her signature.

Purchaser: _____ Name: _____

Purchaser: _____ Name: _____

Licensee: _____ Name: _____ Licence Number: F90255