



Corporation of the Municipality of Calvin Council Resolution

Date: May 28, 2024

By-Law 2024-33

Resolution Number: 2024-211

Moved By: Councillor *Latimer*

Seconded By: Councillor *Manson*

WHEREAS, By-Law 2024-33 being a By-Law to amend By-Law 2022-029 which regulates the Calvin Union Cemetery in the Corporation of the Municipality of Calvin,

AND WHEREAS, Council will impose changes as they are due to be reviewed and deems it necessary to amend the Cemetery Price List under schedules A as updated to By-Law 2024-32 being a By-Law to impose and consolidate the fees and charges for Municipal Services, Activities and for the use of its property,

1. Schedule "A" Cemetery Price List
2. Schedule "B" Authority for Internment
3. Schedule "C" Transfer Internment Rights
4. Schedule "D" Contract for the purpose of Internment Rights
5. Schedule "E" Certificate of Internment Rights

NOW THEREFORE BE IT RESOLVED THAT: Council of the Corporation of the Municipality of Calvin hereby approves the changes as attached, and that **By-Law 2024-33** be hereby imposed and ratified.

1. That the Mayor and ^{deputy} CAO are designated as the Signing Officers and are authorized to execute on behalf of the Corporation of the Municipality of Calvin.
2. That the attached be hereto and form part and parcel of this By-Law.
3. That By-Law 2022-029 and any other By-law inconsistent with this By-Law is hereby repealed.
4. This By-Law shall be enacted and ~~in~~ effect upon the signing thereof.
5. Council directs staff to forward this By-Law to the Bereavement Authority of Ontario (BAO) as required for final approval.

W. Mansfield
 _____ MAYOR *D. Mansfield* _____ CAO

Results:

Recorded Vote:

<u>Member of Council</u>	<u>In Favour</u>	<u>Opposed</u>
Grant	<input type="checkbox"/>	<input type="checkbox"/>
Latimer	<input type="checkbox"/>	<input type="checkbox"/>
Manson	<input type="checkbox"/>	<input type="checkbox"/>
Moreton	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Gould	<input type="checkbox"/>	<input type="checkbox"/>

CALVIN UNION CEMETERY

BYLAW 2024-033

(RULES & REGULATIONS)

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Schedule “A” Cemetery Price List

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Schedule “D” Contract for the Purpose of Interment Rights

Schedule “E” Certificate of Interment Rights

CALVIN UNION CEMETERY

1 Preface

Calvin Union Cemetery is situated in the Municipality of Calvin located at 60 Peacefull Lane, on Part Lot 20 Conc. 4, in the Municipality of Calvin in the District of Nipissing.

The Council of the Municipality of Calvin, in the discharge of their responsibilities, appeals to the public to aid them by following these by-laws, which have been adopted for the improvement and upkeep of the cemetery, to keep it an attractive and respectful place for the burial of the deceased. The Council of the Municipality of Calvin is licensed to act in accord with the *Cemeteries Act R.S.O., 1990 Chapter c.4.*

2 Definitions

- 2.1 “The Act” means the *Cemeteries Act (Revised), R.S.O. 1990, c.C.4*, as amended, until such time as it is repealed, or the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended, after it is proclaimed into force, including all Regulations enacted under these legislation.
- 2.2 “Care and Maintenance Fund” is the Trust Fund in which all monies received by the Cemetery for the care and maintenance of lots, plots and monuments have been invested. This Trust Fund is held by the Corporation.
- 2.3 “Cemetery” shall mean the Calvin Union Cemetery located on Part of Lot 20 Concession 4, 60 Peacefull Lane, in the Municipality of Calvin, in the District of Nipissing.
- 2.4 “Certificate of Interment Rights” shall mean the certificate issued by the Corporation to the purchaser of interment rights in either a lot or a plot which has been paid for in full.
- 2.5 “Clerk-Treasurer” shall mean the Clerk-Treasurer appointed by the Corporation of the Municipality of Calvin.
- 2.6 “Corner-posts” shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.
- 2.7 “Corporation” shall mean The Corporation of the Municipality of Calvin.
- 2.8 “Council” shall mean all the officially elected members of the Corporation of the Municipality of Calvin.

- 2.9 “Cremation Lot” shall mean any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 121.92 cm (48 in) x 60.96 cm (24 in).
- 2.10 “Grave” shall mean any burial space intended for an adult or a child and having a size of 1.22 m (4 ft) x 2.44 m (8 ft) (Old section) and 1.22 m (4 ft) x 2.74 m (9 ft) (New section).
- 2.11 “Interment Rights” includes the right to require or direct the interment of human remains in a lot.
- 2.12 “Interment Rights Holder” means the person who holds the interment rights with respect to a lot and includes a purchaser of interment rights under the Act.
- 2.13 “Lot” shall mean an area of land in a cemetery containing or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum.
- 2.14 “Marker/Monument” shall mean any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot or other structure intended for the deposit of human remains.
- 2.15 “Ministry” shall mean the Ministry of Consumer and Business Services for Ontario.
- 2.16 “Monument” shall mean any permanent marker projecting above the ground level.
- 2.17 “Plan” shall mean the plan of the cemetery, approved by the Ministry of Consumer Services for Ontario, Cemeteries Regulation Unit.
- 2.18 “Plot” means two or more lots in which the rights to inter have been sold as a unit.
- 2.19 “Staking Fee” shall mean the administrative/labour cost associated with municipal staff marking a monument or marker.
- 2.20 “Trust Fund” shall mean those funds in which The Public Trustee may invest, which are defined in the *Trustee Act, R.S.O. 1990*.

3 Administration

- 3.1 The Corporation reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act.
- 3.2 The Corporation shall prepare a budget, audit and financial statements annually, and set prices and resolve matters regarding the cemetery upkeep and maintenance.
- 3.3 The Corporation distinctly disclaims all responsibility for loss or damage from causes beyond its control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
- 3.4 The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.
- 3.5 The Corporation 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 Corporation may at its sole discretion, either cancel such grant and substitute other Interment Rights, or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account on such purchase. Notice will be given to the Interment Rights Holders by mailing it prepaid, first class, to the Interment Rights Holders or their legal representatives, at their last appearing address in the records of the Cemetery. In the event any such error may involve the disinterment of remains, the Corporation shall obtain the approval of any regulatory authority and the Interment Rights Holder.
- 3.6 This by-law may be at any time changed, amended, altered, appealed, rescinded or added to, upon the approval of the Council of the Corporation and the Registrar in accordance with the Act.

4 Sale and Transfer of Interment Rights

- 4.1 No person shall sell Interment Rights unless that person is authorized by, and does so on behalf of the Corporation.

- 4.1 No person shall sell Interment Rights unless that person is authorized by, and does so on behalf of the Corporation.
- 4.2 Interment Rights in Lots and Plots may be purchased from the Corporation at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the office of the Corporation. The rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
- 4.3 Purchasers of Lots acquire only the right and privilege of burial to interment of human remains and the placing of monuments or markers, subject to this by-law.
- 4.4 Payment for Interment Rights shall be made to the Corporation, at the office of the Corporation, during regular office hours and interment shall not be permitted in any Lot where the Interment Rights have not been paid in full.
- 4.5 Upon payment in full, the Corporation shall provide each purchaser of Interment Rights with:
 - a) a copy of the Contract for Interment Rights
 - b) a copy of this Cemetery by-law, and
 - c) a Certificate of Interment Rights.
- 4.6 All prices for Cemetery Lots and services are set out in the most recent Cemetery Price List that has been filed with the Ministry.
- 4.7 The purchaser shall pay the total sum owing, as set out in the Contract of Interment Rights Form, and as provided in the most recent Cemetery Price List plus all applicable taxes, within 10 business days from the date of signing of the Contract of Interment Rights. Failure to make full payment within the required time may lead to the termination of the Contract which shall deem the Contract null and void and the Certificate of Interment Rights to be revoked.
- 4.8 The deposit to the Care and Maintenance Fund shall be as specified in the Regulations made under the Act, refer to Price List
- 4.9 To ensure the accuracy of records, no transfer of any Interment Rights or any interest therein shall be binding upon the Corporation unless notice is given in writing to the CAO, specifying the name and address of the proposed transferee and date of transfer, and the original Certificate of Interment Rights (or Deed of Lot) returned if available, and such particulars have been entered in a register for that purpose. Upon receipt

- 4.10 In cases of Transfer by Will or bequest, the Corporation reserves the right to require the production of a notary copy of the Will or other evidence sufficient to provide proof of ownership.
- 4.11 An Interment Rights Holders may require, by written demand, the Corporation to repurchase the rights at any time before they are used.
- 4.12 The Corporation, after receiving such a demand, shall repurchase the Interment Rights within thirty (30) days of receiving the demand. The repurchase price shall be the price originally paid for the Interment Rights, less any amount that was designated for the Care and Maintenance Fund.
- 4.13 If the original selling price is unknown, the repurchase price shall be deemed to be \$100.00 as in accordance with the Act.
- 4.14 The Corporation is not required to repurchase the Interment Rights for more than four lots held by the same Interment Rights Holder within a twelve (12) month period as in accordance with the Act.
- 4.15 NO REFUND will be made for any Lot if any Interment Rights have been exercised.
- 4.16 In accordance with the Act any Interment Rights which are sold and not used for interment purposes after a period of twenty (20) years, may be considered abandoned. The Corporation may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Corporation may resell the Interment Rights.

5 Interment and Disinterment

- 5.1 No interment shall take place after frost and snow make digging or access to the cemetery inconvenient unless alternate vault storage is not available. No interment shall take place after November 30th .
- 5.2 Spring burials shall take place as soon as ground conditions at the cemetery allow, although every effort shall be made for spring burials from winter vault storage to take place by May 20th.

- 5.3 Not more than one burial shall be made in any single Lot except:
- a) that of the cremated remains of four persons, or
 - b) one infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, or
 - c) cremated remains of one person may be buried at the head end of a single grave in which a casket containing human remains has been buried.
- 5.4 Remains to be interred 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.
- 5.5 All interments must be authorized in writing by the Interment Rights Holder except when the interment is the Interment Rights Holder.
- 5.6 An employee of the Corporation shall be in attendance at each interment.
- 5.7 Before an interment may take place the following are required:
- a) a burial permit issued by the Divisional Registrar, showing that the death has been registered
 - b) the fee for the opening and closing of the Lot according to the fee found in the Cemetery Price List, must be deposited with someone in the employ of the Corporation
 - c) a signed Contract must be in place and full payment for Lot received.
- 5.8 Before a cremation interment or inurnment may take place the following are required:
- a) a cremation certificate
 - b) the prescribed fee for the opening and closing of the Lot according to the fee found in the Cemetery Price List, must be deposited with someone in the employ of the Corporation
 - c) a signed Contract must be in place and full payment for Lot received.
- 5.9 Persons requesting interments in Lots shall be held responsible for charges incurred.

- 5.10 When Interment Rights in a Lot 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 Plot as may be requested.
- 5.11 No Lot shall be opened for interment or disinterment by any person not in the employ of, or without the permission of the Corporation.
- 5.12 The price for Lot openings is based on the size of the Lot and the labour involved.
- 5.13 All disinterments shall be in accordance with the Act and its regulations. A burial certificate under the *Vital Statistics Act* is not required to reinter human remains that have been disinterred in accordance with the Act and Regulations.
- 5.14 No interment shall be permitted in any Lot where the Interment Rights have not been paid in full.
- 5.15 Funeral corteges within the cemetery shall follow the route indicated by the Corporation or by authorized personnel.
- 5.16 Arrangements for interment and disinterment shall be given to the office of the Clerk-Treasurer of the Corporation at least:
- a) forty-eight (48) hours, 12 hours of which must be regular working hours, prior to the intended date and time of interment
 - b) minimum three (3) weeks prior to the intended date and time of disinterment
 - c) in the case of spring interment, time and date of interment must be pre-arranged with the Corporation to ensure that the ground conditions at the cemetery are suitable for burial

The Corporation cannot be held responsible for having the Lots prepared unless such notice is given.

- 5.17 Normal hours of operation for the Cemetery are Monday to Friday 8:30 a.m. to 4:00 p.m. excluding Statutory Holidays.
- 5.18 Funerals and interments are permitted to be held between 9:00 a.m. and 3:00 p.m. Monday to Friday without additional charge.
- 5.19 The Corporation may permit funerals and interments to be held between the hours of 3:00 p.m. to dusk Monday to Friday, or during daylight hours on Saturday 10:00 a.m. to 12:00 noon and may charge additional fees at the rate as prescribed in the Cemetery Price List.

5.20 The Cemetery will not perform any Sunday or Holiday interments unless ordered to do so by a representative of the Ministry of Health.

5.21 Extra charges are included in the Cemetery Price List for:

- a) Funerals reaching the cemetery after 3:00 p.m. weekdays
- b) Funerals reaching the cemetery during 10am-12pm hours on Saturdays
- c) Use of Concrete Liner/Oversize Casket/Oversize Vault
- d) Disinterment

5.22 The increasing use of oversized outer containers (vaults) does not permit the Corporation to assume responsibility for the number of openings that may be made in any Lot or Plot. Should this situation occur additional Lots must be purchased.

6 Care of Lots - General

6.1 All Lots sold or assigned shall be maintained by the Corporation to ensure the safety of the public and preserve the dignity of the cemetery.

6.2 No person or contractor shall perform any installation or maintenance work in the cemetery without prior authorization of the Corporation.

6.3 The installation of borders, fences, railings, walls, wooden crosses, cut-stone coping, trees, shrubs, plants and hedges in or around lots, increases the cost of care and maintenance and may become unsightly. They are prohibited in the cemetery.

6.4 Nails, wires, articles of glass, glass containers or pottery or any other material that creates a hazard to workers and to visitors when neglected or broken shall be removed by the Corporation.

6.5 Rubbish shall not be thrown out on roads, walks, or any part of the cemetery grounds.

6.6 Implements or materials used in doing any work within the cemetery shall not be left unattended and shall be removed without delay by the Corporation if so found.

6.7 No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Corporation may restore the Lot to its original grade at the expense of the Interment Rights Holder.

- 6.8 No unauthorized person shall seed, sod or move corner posts or markers.
- 6.9 The Corporation shall not be responsible for loss or damage to any articles left upon any Lot.

7 Care of Lots – Flowers, Shrubs and Trees

- 7.1 Any flowers, trees or shrubs situated on any Lot that have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public may be removed by the Corporation without notice to the Interment Rights Holder.
- 7.2 Vases, urns, flower pots, if used, must be of the type that are fixed to the monument above ground level.
- 7.3 Flower boxes may not be built on graves.
- 7.4 Monuments may not be covered.
- 7.5 The Corporation reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason which the Corporation deems to be in the best interest of the cemetery.
- 7.6 Anyone wishing to have a memorial tree planted in the cemetery must have the approval of the Corporation. The location of such tree shall be determined by the Corporation and the planting of such tree shall be the responsibility of the Corporation.
- 7.7 Artificial wreaths are allowed to be placed on the Lot after November 1st provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed from the cemetery by April 30th or they shall be removed by the Corporation.

8 Monuments and Markers – General Information

- 8.1 No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
- 8.2 The Corporation will take reasonable precaution to protect the property of the Interment Rights Holders, but assumes no responsibility or liability for loss or damage, except where loss or damage is due to its own negligence.

- 8.2 The Corporation will take reasonable precaution to protect the property of the Interment Rights Holders, but assumes no responsibility or liability for loss or damage, except where loss or damage is due to its own negligence.
- 8.3 Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.
- 8.4 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 8.5 Vases may constitute part of a monument if they are made principally of bronze or stainless steel. A maximum of two vases may be placed on the base of a monument.
- 8.6 All photographs attached to any markers or memorials placed within the cemetery grounds, shall be the sole responsibility of the owner.
- 8.7 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery.
- 8.8 Every person installing a monument or marker in the cemetery shall pay the prescribed amount as set out in the Act, to the Corporation's Care and Maintenance Fund. The interest earned will be used to maintain the markers or monuments in a safe condition.
- 8.9 The required Care and Maintenance Fund amounts as set by the BAO are as follows:
- a) in the case of installing a flat marker measuring at least 439.42 sq. cm (173 sq. in), \$ 100.00.
 - b) in the case of installing an upright marker measuring 1.22 m (4 ft) or less in height and 1.22 m (4 ft) or less in length, including the base, \$ 200.00
 - c) in the case of installing an upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base, \$ 400.00 (*markers of this size are not permitted in the Cemetery - see 9.2 & 9.3*)
- 8.10 Only flat markers, level with the surface of the ground, may be installed in the designated Cremation area of the cemetery in order to allow for ease of grounds maintenance in that section. No monuments shall be permitted in this area.
- 8.11 If any monument or marker in the cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is

9 Monuments (Upright Markers)

- 9.1 For the purpose of the regulations, a monument shall be understood to mean any permanent marker projecting above ground level. The Corporation reserves the right to determine maximum size of monuments, their number and their location on each Lot or Plot in order to ensure that there is no interference with any future interments.
- 9.2 The maximum size monument allowed for one (1) Lot is:
Height 76.2 cm (30 in)
Width 66.04 cm (26 in)
Die 20.32 cm (8 in)
Base 35.56 cm (14 in)
- 9.3 The maximum size monument allowed servicing two (2) adjoining Lots is:
Height 66.04 cm (26 in)
Width 91.44 cm (36 in)
Die 20.32 cm (8 in)
Base 35.56 cm (14 in)
- 9.4 The maximum width of a base is controlled by the width of the Lot or Plot where it is to be installed. No base shall be closer than 7.62 cm (3 in) to the Lot width side lines on which it is to be installed.
- 9.5 Not more than one monument shall be erected on any one Lot, and this must be placed at the head of the Lot or the place reserved for the monument, unless adjoining Plots are owned and both sides of the stone can be used.
- 9.6 The minimum thickness of a die should be 15.24 cm (6 in).
- 9.7 The die stones must be installed on a granite base. The height of the base shall be a minimum of 20.32 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62 cm (3 in) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
- 9.8 All foundations for monuments must be supplied by a Monument Dealer /Supplier at the cost of the Interment Rights Holder. The Corporation does not construct or install foundations.
- 9.9 All foundations shall be placed in the designated space and constructed to properly support the monument and base. If the foundation is deemed by the Corporation to be insufficient to support the monument and base, the foundation must be immediately removed and rebuilt at the expense of the Interment Rights Holder. Foundations shall not be less than 10.16 cm

(4 inc) deep and must be set as directed or in the space marked by someone in the employ of the Corporation.

- 9.10 The surface area of the foundation shall be flush with the surrounding ground level and shall provide a level surface, free from defects.

10 Markers (Flat Markers, Corner Markers etc.)

- 10.1 The Interment Rights Holder may, upon receipt of the Certificate of Interment Rights, at his/her own expense and installed at the direction of a designate of the Corporation, place bronze, granite, marble or other equally durable stone material, metal or metal alloy land markers at the corners of the Lot or Lots conveyed to him/her. Such markers must be mounted flush with the ground.
- 10.2 Markers or footstones of bronze, granite, marble or other equally durable stone material, metal or metal alloy 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. Placement must not interfere with future interments.
- 10.3 One marker may be placed at each grave in addition to a monument. The marker shall be placed at the end of the grave farthest from the monument.
- 10.4 Flat markers are to be flat on top and must be set level with the ground.
- 10.5 The minimum thickness for all flat markers including footstones is 10 cm (4 in).
- 10.6 Flat marker dimensions for a single lot are maximum 30.48 cm (12 in) x 60.96 cm (24 in). The foundation shall be at least as long and as wide as the marker that will be resting upon it. The bottom bed of all bases and markers shall be cut level and true.
- 10.7 Markers will only be accepted for installation during regular working hours.
- 10.8 Within the area of the cemetery designated as the Cremation Area, only Flat Markers which are set flush with the ground are permitted.

11 Rules for Monument Dealers, Contractors and Workers

- 11.1 No monument or marker will be delivered to or installed in the cemetery without prior written notification to the Corporation and payment of the required fees.

- 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 work shall be commenced on Saturday or Sunday.
- 11.4 No monument or marker will be removed without written permission from the Corporation.
- 11.5 All companies who do work in the cemetery shall have Workplace Safety Insurance coverage for their workers as well as sufficient liability insurance.
- 11.6 Contractors, masons and stone-cutters shall lay planks on the Lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
- 11.7 There shall not be a variance of more than 1.27cm (1/2 in) in the size of the base required as stated on the work order and the size of the monument delivered.
- 11.8 The demeanor and behavior of all workmen employed by others and working in the cemetery shall be subject to the control of the Corporation.
- 11.9 Workers shall cease work, if in the immediate vicinity of a funeral until the conclusion of the service.
- 11.10 All work must be completed during regular cemetery hours, unless by special permission of the Corporation.
- 11.11 Any monument or marker which has been set in violation of this by-law shall be removed from the grave site by the monument company. It shall be the responsibility of the monument company to reset the monument or marker in accordance with this by-law without charge to the Interment Rights Holder or to the Corporation.
- 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 Corporation.
- 11.14 All implements and materials used in the performance of any work shall be placed where the Corporation may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the

Corporation may order, otherwise the obstructions will be removed, and the expenses charged to the monument dealer.

12 Rules for Visitors

- 12.1 Visitors are always welcome at the cemetery during the normal hours. They are asked to remember the respect due the deceased.
- 12.2 The employees/staff of the Corporation are empowered and are required to preserve order and decorum in the cemetery.
- 12.3 No parades other than funeral processions shall be admitted to or be organized within the cemetery.
- 12.4 Children under the age of twelve years are not admitted to the grounds unless accompanied by an adult who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
- 12.5 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Corporation.
- 12.6 No All Terrain Vehicles (ATV's), dirt bikes or snow machines are allowed in the cemetery.
- 12.7 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.8 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
- 12.9 No dogs or other pets shall be allowed in the cemetery at any time except by special request made in advance to the Corporation.
- 12.10 No picnic party shall be permitted in the cemetery.
- 12.11 Any person who, while in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Corporation and to any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.

- 12.12 Any complaints by Interment Rights Holders or visitors should be made in writing to the Corporation and not to workmen on the grounds. Confrontation and controversies with workmen or others on the grounds are to be avoided.
- 12.13 Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. All rubbish must be removed by the owner or placed in the receptacles that are provided on the grounds for deposit of weeds, decayed flowers, plants, etc.
- 12.14 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these rules, shall be expelled from the grounds.
- 12.15 Any articles which are detrimental to efficient maintenance or constitute a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the Corporation. An article so removed, will be held at the cemetery for collection. If not collected, it will be disposed of after one month.
- 12.16 The gates must be kept closed at all times.

13 Complaints

- 13.1 Any person having occasion to make complaint with regard to the cemetery shall make it in writing to the Clerk-Treasurer of the Corporation and not to an employee on the cemetery grounds.

14 Gifts to the Cemetery

- 14.1 The Corporation gratefully accepts all donations made to the Calvin Union Cemetery.
- 14.2 All trees and structural gifts, such as benches, birdbaths, sundials etc. must be approved by the appropriate staff of the Corporation and once approved and accepted shall become the property of the cemetery.
- 14.3 All trees and structural gifts must not be removed, painted or adjusted in any way or form by individuals without prior approval of the Corporation.
- 14.4 Location of donated trees, plants or elements in the cemetery must be decided by the appropriate staff of the Corporation. Every effort will be made to accommodate the location requested by the donor.
- 14.5 Donated gifts are recognized for the life of the tree, plant or item.



Corporation of the Municipality of Calvin

CORPORATION OF THE MUNICIPALITY OF CALVIN CEMETERY PRICE LIST Schedule "A"

CALVIN UNION CEMETERY

License number: 3289839

PRICE LIST

Operated by the Corporation of the Municipality of Calvin

1355 Peddler's Dr., R.R. #2
Mattawa, ON. POH 1V0

Phone: 705-744-2700

Fax 705-744-0309

Contact: Administration (address and phone as above)

BURIAL, ENTOMBMENT AND OTHER CEMETERY SUPPLIES AND SERVICES

1. Purchase of the Lot --Interment Rights -- (In-ground Burial)

i. prices for any in-ground burial interment rights							
	Lot Description	Section	Size	Interment Rights	Care & Maintenance BAO Requirement	HST	Total Selling Price
A.	Single Grave	OLD	4' x 8'	\$330.00	\$290.00	\$ 80.60	\$700.60
B.	Single Grave	NEW	4' x 9'	\$350.00	\$290.00	\$ 83.20	\$723.20

2. Purchase of Cremation Lot--Internment Rights (In-ground Burial)

i. prices for any in-ground burial of cremated human remains where only flat markers are allowed							
	Lot Description	Section	Size	Interment Rights	Care & Maintenance BAO Requirement	HST	Total Selling Price
A.	Two Urns	CREMATION AREA	2' x 4'	\$ 150.00	\$ 175.00	\$42.25	\$367.25

3. Interment Services (Burial Services--Opening and Closing)

i. prices for opening and closing the grave only				
	Description	Price	HST	Total Price
A.	In-ground burial of adult/child over 3 years	\$595.00	\$77.35	\$672.35
B.	In-ground burial of infant 0-2 years	\$250.00	\$32.50	\$282.50
C.	In-ground burial of cremated human remains	\$250.00	\$32.50	\$282.50
D.	Additional if using concrete liner, oversize casket or oversize vault	\$200.00	\$26.00	\$226.00
iii. price for late hour opening and closing of grave				
A.	Weekdays after 3:00 p.m.	add \$200.00	\$26.00	\$226.00
B.	Saturday hours 10am-Noon	add \$350.00	\$45.50	\$395.50

4. Disinterment Services

i. prices for disinterment of human remains from the ground			
	Description		Total Price
A.	Disinterment of full casket with metal or concrete vault		\$ 1000.00
B.	Disinterment of full casket (no vault)		\$2000.00

5. Other Supplies and Services

- i. Transfer of Interment Rights \$100.00 + HST
- ii. Monument/Marker Staking Fee \$45.00 + HST

Schedule "B"

**AUTHORITY FOR INTERMENT
CALVIN UNION CEMETERY**

To: **Calvin Union Cemetery**
c/o The Corporation of the Municipality of Calvin
1355 Peddlers Dr., R.R.#2
Mattawa, Ont. P0H 1V0.

Please be advised that I/We, _____ hereby authorize the burial
(Interment Rights Holder/Beneficiary)

of _____ to take place in Lot _____ Plot _____ in the Calvin Union
(Name o Person to be Interred)

Cemetery.

Signed and dated this _____ day of _____, _____ at the Municipality of Calvin

Signed : _____ Witness: _____

Schedule "C"

**TRANSFER INTERMENT RIGHTS
CALVIN UNION CEMETERY**

To: **Calvin Union Cemetery**
c/o The Corporation of the Municipality of Calvin
1355 Peddlers Dr., R.R.#2
Mattawa, Ont. P0H 1V0.

Please be advised that I/We _____ being the Interment Rights Holder/s
(PRINT Full Name/s of Owner/s)
of Lot/s _____ Plot _____ do hereby authorize the Corporation of the
Municipality of Calvin to transfer interment rights of Lot/s _____ Plot _____
in the Calvin Union Cemetery to the said _____
(PRINT Name of New Interment Rights Holder)

Given under my Hand this _____ day of _____, _____.

Signature: _____
(Name of Owner/s)

Witness: _____

Signature of Municipal Clerk-Treasurer
(once form has been completed and fees have been received)

Date Transfer Completed

Note: All applicable fees as per the Rate of Tariffs must be received in the office prior to the completion of Transfer.
Thank you.

Contract No: _____

**CORPORATION OF THE MUNICIPALITY OF CALVIN
CALVIN UNION CEMETERY**

**CONTRACT FOR THE PURCHASE OF
INTERMENT RIGHTS**

THIS AGREEMENT made and executed the _____ day of _____, _____

IN PURSUANCE OF the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33

BETWEEN: **CALVIN UNION CEMETERY**, (Corporation of the Municipality of Calvin "Owner")
a body licensed under the laws of the Province of Ontario,
License No. CM 01781, having its head office located at:
1355 Peddlers Dr., R.R. #2, Mattawa, ON. P0H 1V0
Phone: (705)744-2700 Fax: (705)744-0309

AND:

(Name of Interment Rights Holder(s))

Of _____
(Address and Phone of Interment Rights Holder(s))

The Interment Rights Holder(s) listed above have the rights to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the Cemetery By-laws.

DESCRIPTION OF LOT(S)

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

MEMORIALIZATION PERMITTED: _____

PURCHASE PRICE: The total purchase price shall be \$ _____ which sum includes the charges and all applicable taxes as outlined below:

Single Adult Grave OLD Section \$ _____

Single Adult Grave NEW Section \$ _____

Cremation Lot \$ _____

SUBTOTAL \$ _____ DOWNPAYMENT REC'D AT TIME OF SIGNING \$ _____

HST \$ _____ BALANCE **DUE WITHIN 10 DAYS OF SIGNING** \$ _____

TOTAL SALE \$ _____ (30 Day "Cool-off" or waiting Period begins on date of signing)

**CORPORATION OF THE MUNICIPALITY OF CALVIN
CALVIN UNION CEMETERY**

**CERTIFICATE OF
INTERMENT RIGHTS**

IN PURSUANCE OF the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33

WHEREAS interment rights have been paid for, in the amount specified below, under a Contract for the Purchase of Interment Rights:

CORPORATION OF THE MUNICIPALITY OF CALVIN

A body licensed under the laws of the Province of Ontario, having its head office at:

1355 Peddlers Dr., R.R. #2, MATTAWA, ON POH 1V0

Hereinafter called the "Owner"

Hereby confers upon:

Hereinafter called the "Rights Holder"

Interment rights as described below in the:

CALVIN UNION CEMETERY

Hereinafter called the "Cemetery"

DESCRIPTION OF LOT(S) – Provide full particulars of the location and dimensions of the lot(s) to which interment rights apply.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

SECTION _____ LOT NUMBER _____ DIMENSIONS _____ x _____

Having a volume of _____ sq ft.

Date of purchase/transfer of interment rights: _____/_____/_____

Amount paid by Purchaser for interment rights: \$ _____

Amount deposited into Care and Maintenance Fund : \$ _____

TRANSFER OF INTERMENT RIGHTS: If the Purchaser transfers the interment rights herein conferred, this Certificate cannot be transferred but must be returned to the Owner, who will issue a new Certificate to the Transferee.

* "Transfer" means to make a gift, bequest or other transfer of an interment right without consideration.

MARKERS – The By-laws of the Cemetery contain specific restrictions on the erection or installation of markers. For full particulars, reference should be had to such by-laws.

Signature of Owner (or licensed representative)

Personal information contained on this form, collected pursuant to the Cemeteries Act (Revised) and Regulations thereunder will be used for the purposes of that Act. Questions should be directed to the Freedom of Information and Privacy Coordinator at the institution responsible for the procedures under that Act.

ORIGINAL TO PURCHASER

COPY TO CEMETERY OWNER

CARE AND MAINTENANCE: In the case of an in-ground grave over 24 sq. ft. will be 40% of the selling price or \$250.00, whichever is greater. In the case of an in-ground grave under 24 sq. ft. will be 40% of the selling price or \$150.00 whichever is greater.

TRANSFER or RESALE OF INTERMENT RIGHTS: By the Purchaser is prohibited. The Cemetery prohibits private transfer or resale of Interment Rights. The Rights Holder (s) may only transfer their Rights back to the Cemetery Owner for the current amount in effect on the Cemetery's Price List at time of transfer. The Interment Rights Contract must be returned to the Cemetery Owner if the Rights Holder(s) chooses to resell or transfer the Interment Rights to a third party Purchaser. A new Interment Rights Contract will be issued by the Cemetery Owner to a third party Purchaser upon registration of transfer. Refer to the Cemetery By-laws provided to you at the time of purchase for the complete By-laws applicable to your specific Interment Rights.

DOCUMENTS: Before a person may exercise the Interment Rights, a signed Contract must be in place and full payment for the Lot(s) must be received by the Cemetery Owner and the following documents must be provided to the Cemetery Owner:

Burial permit issued by the Divisional Registrar or Cremation Certificate

Authority for Interment Rights (signed by Interment Rights Holder if Interment is other than Interment Rights Holder)

Fee for opening and closing of Lot as per the Cemetery Price List must be paid to the Cemetery Owner

IN WITNESS WHEREOF the Owner and the Purchaser have hereunto set their hands and seal(s)

Witness

Signature of Cemetery Owner (or licensed Representative)

Witness

Signature of Purchaser

Witness

Signature of Purchaser