



## CALVIN UNION CEMETERY BY-LAW

**BY-LAW NO. 2026-19**

**Resolution No: 2026-146**

**Moved by: Councillor** *Manson*

**Seconded by: Councillor** *Latimer*

WHEREAS the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) Ontario Regulation 30/11 (O. Reg 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO)

AND WHEREAS On October 24, 2025, Council for the Municipality of Calvin passed a resolution to revise the Fees and Charges, Schedule "H" By-Law 2025-11 referring to the Calvin Union Cemetery.

AND WHEREAS staff through a BAO Webinar had learned that the BAO needs to approve all Cemetery By-Laws;

AND WHEREAS it was brought to our attention that the language in our current By-Law 2011-001 is no longer valid nor meets the BAO's current standards;

AND WHEREAS the BAO and the Deputy Clerk have been working on complying with all required issues to ensure transparency, compliance, and clarity for interment rights holders since late 2025;

AND WHEREAS the BAO and The Municipality of Calvin have finalized a By-Law that meets the requirements set out by the BAO;

NOW THEREFORE BE IT RESOLED THAT Council for the Municipality of Calvin accepts By-Law 2026-19 known as Calvin Union Cemetery effective April 14, 2026 and this By-law shall come into force and take effect upon final passing thereof repealing all other Calvin Union Cemetery By-Laws.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO/Clerk



# CALVIN UNION CEMETERY

Hereinafter referred to as "the cemetery operator"

60 Peaceful Lane  
Municipality of Calvin, Ontario  
Tel: (705) 744-2700  
Website: <https://calvintownship.ca>  
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## Cemetery By-Laws

These by-laws are the rules that govern the operations of Calvin Union Cemetery located at 60 Peaceful Lane. They are in compliance with the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO).

Effective date: April 14, 2026

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## 1) Preface

Calvin Union Cemetery is located at 60 Peaceful 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 *Funeral, Burial and Cremation Services Act, 2002*.

## 2) Definitions

- 2.1 **"The Act"** means the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* as amended, until such time as it is repealed, or the FBCSA as amended, after it is proclaimed into force, including all Regulations enacted under this legislation.
- 2.2 **"Burial/Interment"** means the opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.
- 2.3 **"By-Laws"** means rules under which the cemetery and/or crematorium operates.
- 2.4 **"Care and Maintenance Fund"** is the FBCSA, O. Reg. 30/11 and O. Reg. 184/12 requires that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred or assigned; and prescribed amounts for monuments and markers, is contributed into the operator's care and maintenance trust 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 the cemetery, including markers and monuments, in perpetuity.
- 2.5 **"Cemetery"** shall mean the Calvin Union Cemetery located on Part of Lot 20 Concession 4, 60 Peaceful Lane, in the Municipality of Calvin, in the District of Nipissing.
- 2.6 **"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.

- 2.7 **"Clerk-Treasurer"** shall mean the Clerk-Treasurer appointed by the Corporation of the Municipality of Calvin.
- 2.8 **"Contract"** means a written contract between the cemetery operator and the purchaser of interment or scattering rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties, and acknowledging receipt of the cemetery by-laws, a copy of the BAO's publication *A Guide to Death Care in Ontario* ("*Consumer Information Guide*") and the operator's price list.
- 2.9 **"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.
- 2.10 **"Corporation"** shall mean The Corporation of the Municipality of Calvin.
- 2.11 **"Council"** shall mean all the officially elected members of the Corporation of the Municipality of Calvin.
- 2.12 **"Cremated Remains"** means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size
- 2.13 **"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).
- 2.14 **"Crypt"** means an individual compartment in a mausoleum for the entombment of human remains.
- 2.15 **"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).
- 2.16 **"Interment Rights"** includes the right to require or direct the interment of human remains in a lot.
- 2.17 **"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.
- 2.18 **Interment Rights Certificate:** The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific

interment rights.

- 2.19 **"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.
- 2.20 **"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.
- 2.21 **"Ministry"** shall mean Ministry of Public and Business Service Delivery and Procurement (MPBSDP)
- 2.22 **"Monument"** shall mean any permanent marker projecting above the ground level.
- 2.23 **"Niche"** means an individual compartment in a columbarium for the entombment of cremated human remains.
- 2.24 **"Opening and Closing Fee"** means the fee charged by the cemetery operator to excavate a grave for an interment or to open and re-seal a niche of crypt for the entombment of a casket or cremated remain.
- 2.25 **"Plan"** shall mean the plan of the cemetery, approved/filed with The Bereavement Authority of Ontario.
- 2.26 **"Plot"** means two or more lots in which the rights to inter/bury have been sold as a unit.
- 2.27 **"Staking Fee"** shall mean the administrative/labour cost associated with municipal staff marking a monument or marker.
- 2.28 **"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, set prices and resolve matters regarding the cemetery upkeep and maintenance.

- 3.3 **Liability:** 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 and/or interment or scattering right, except for loss or damage caused by gross negligence of the cemetery operator.
- 3.5 **Correction of Interment Errors:** 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 **By-law Amendments:** The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.
- 3.7 **Right to Re-Survey:** The Cemetery 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 and consent from the Registrar, FBCSA, BAO, where necessary.
- 3.8 **Pet Interments:** Full body or cremated pet remains are not allowed to be interred or scattered anywhere on cemetery grounds.

#### **4) Resale, Cancellation and Transfer of Interment**

- 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 BAO and according to the plans approved by the BAO that are on file in the office of the Corporation. The rates for Interment Rights include the portion specified by the Act for depositing into the Cemetery's Care and Maintenance Fund.
- 4.3 Purchasers of Lots acquire only the right and privilege of burial to the 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:
  - 1) A copy of the Contract for Interment
  - 2) A copy of this Cemetery by-law
  - 3) Certificate of Interment Rights
  - 4) Consumer Information Guide
  - 5) Price List
- 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 BAO.
- 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. **Please refer to the Fees and Charges By-law.**
- 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.

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 **Cancellation of Interment Rights Within the 30-Day Cooling Off Period:**

A purchaser has the right to cancel a contract for interment or scattering rights within thirty (30) days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. However, if any portion of the interment/scattering rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

4.12 **Resale, Cancellation, or Transfer of Interment Rights After the 30-Day Cooling Off Period:**

RESALE OF INTERMENT RIGHTS IS PERMITTED. The rights holder has the right to sell their interment/scattering rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

**Requirements for Third-Party Resale:**

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following: \*

- The interment/scattering rights certificate endorsed with the following:
  - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
  - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
  - The date on which the rights were sold to the third-party purchaser.
  - The name and address of the third-party purchaser.

- A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots/scatterings that have been used in the plot/scattering grounds to which the rights relate and the number of lots/scatterings that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third-party purchaser shall be considered the current interment or scattering rights holder(s) and the purchase of the interment or scattering rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

**\*Transfer of Interment Rights**

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

**Administration fee for resale or transfer**

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

- 4.13 If the original selling price is unknown, the repurchase price shall be deemed to be \$100.00
- 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.
- 4.15 If any portion of the interment/scattering rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.
- 4.16 In accordance with the FBCSA, 2002, any Interment Rights that have

been sold but 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 of abandonment after making reasonable efforts and giving proper notice to locate the Interment Rights Holder or any beneficiaries.

If the Registrar is satisfied that the rights are abandoned, a declaration will be issued. If no appeal is filed within the time 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 30<sup>th</sup>.
- 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 20<sup>th</sup>.
- 5.3 **Burial Allowances in a Single Lot:** Not more than one (1) burial shall be made in any single Lot except:
  - that of the cremated remains of four (4) persons, **OR**
  - one (1) infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, **OR**
  - cremated remains of one (1) person may be buried at the head end of a single grave in which a casket containing human remains has been buried.
- 5.4 Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterment's as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterment** section.

- 5.5 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.
- 5.6 All interments must be authorized in writing by the Interment Rights Holder except when the interment is the Interment Rights Holder.
- 5.7 An employee of the Corporation shall be in attendance at each interment.
- 5.8 Before an interment may take place, the following are required:
- a burial permit issued by the Divisional Registrar, showing that the death has been registered must be provided to the Corporation.
  - 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 employment of the Corporation
  - The contract signed must be in place and full payment for Lot received.
  - Interment Rights Holder's Consent
- 5.9 Before a cremation interment or inurnment may take place, the following are required:
- a cremation certificate
  - 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 employment of the Corporation
  - The contract signed must be in place and full payment for Lot received.
  - Interment Right Holders Consent
- 5.10 Persons requesting interments in Lots shall be held responsible for all charges incurred.
- 5.11 When Interment Rights for a Lot are jointly held by two or more people, an order will be accepted only if it is made by all Interment Rights Holders, or by their authorized representatives, for interment in the requested portion of the Plot.
- 5.12 No Lot shall be opened for interment or disinterment by any person not in the employ of, or without the permission of the Interment Rights Holder and Corporation.
- 5.13 The price for Lot openings is based on the size of the Lot and the labour involved. Please see the cemetery price list.

- 5.14 **Disinterment:** All disinterment 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.
- 5.15 Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.
- 5.16 In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.
- 5.17 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
- 5.18 Disinterment will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.
- 5.19 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.
- 5.20 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.
- 5.21 No interment shall be permitted in any Lot where the Interment Rights have not been paid in full.

- 5.22 Funeral corteges within the cemetery shall follow the route indicated by the Corporation or by authorized personnel.
- 5.23 **Notice Required:** Arrangements for interment and disinterment shall be given to the office of the Clerk-Treasurer of the Corporation at least:
- forty-eight (48) hours, 12 hours of which must be regular working hours, prior to the intended date and time of interment
  - minimum three (3) weeks prior to the intended date and time of disinterment
  - 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
- 5.24 The Corporation cannot be held responsible for having the Lots prepared unless such notice is given in writing.
- 5.25 **Hours of Operation:** Normal hours of operation for the Cemetery are Monday to Friday 9:00 a.m. to 3:00 p.m. excluding Statutory Holidays.
- 5.26 **Burial Hours:** Funerals and interments are permitted to be held between 9:00 a.m. and 3:00 p.m. Monday to Friday, without additional charge.
- 5.27 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, and may charge additional fees at the rate as prescribed in the Cemetery Price List.
- 5.28 The Cemetery will not perform any Sunday or Holiday interments unless ordered to do so by a representative of the Ministry of Health.
- 5.29 Extra charges are included in the Cemetery Fees and Charges By-Law for:
- Funerals reaching the cemetery after 3:00 p.m. on weekdays
  - Funerals reaching the cemetery during 10am- 12pm hours on Saturdays
  - disinterment's
- 5.30 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) **Memorialization**

- 6.1 No memorial or other structure shall be erected or permitted on a lot until all

charges have been **paid in full** and/or written consent is obtained from the cemetery operator.

- 6.2 To prevent interference with future interments and optimize cemetery maintenance, the cemetery operator reserves the right to set out the maximum size of monuments, their number and their location on each lot or plot.
- 6.3 Only one (1) monument and four (4) markers shall be erected within the designated space on any lot.
- 6.4 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- 6.5 A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details, and proposed location.
- 6.6 The installation of small-scale private mausoleums or columbariums (including niche monuments) may affect the total permitted interments within a lot or plot. In addition to the cemetery operator's approval, plans must be filed with the Registrar, BAO. Large-scale projects (15 cubic metres or greater) require the consent of the Registrar, BAO.
- 6.7 The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the cemetery operator.
- 6.8 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- 6.9 The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- 6.10 All monuments and markers shall be constructed of bronze or granite.
- 6.11 Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to these by-laws and the placement of such memorials shall not interfere with future interments.
- 6.12 Single lot maximum: 4' feet x 8' feet  
Double lot maximum: 4' feet x 9' feet  
Cremation lot maximum: 2' feet x 4' feet
- 6.13 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered normal wear and tear.

- 6.14 The cemetery operator 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, marker, or other structure, or part thereof unless it is as result of negligence by the cemetery.
- 6.15 Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.
- 6.16 Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.
- 6.17 Inscriptions on the back and sides of a monument are limited to only the surname and design features, with the cemetery operator's prior approval.

#### **7) Care of Lots - General**

- 7.1 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.
- 7.2 No person or contractor shall perform any installation or maintenance work in the cemetery without prior authorization of the Corporation.
- 7.3 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.
- 7.4 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.
- 7.5 Rubbish shall not be thrown out on roads, walks, or any part of the cemetery grounds.
- 7.6 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.
- 7.7 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.

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

**8) Care of Lots - Flowers, Shrubs and Trees**

- 8.1 Should plant material (e.g., trees, shrubs, gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator and the area restored to lawn. The removal of plant material may also be necessary for the opening of a grave. The cemetery operator will not be held liable for the removal of any plant material.
- 8.2 Vases, urns, flowerpots, if used, must be of the type that are fixed to the monument above ground level.
- 8.3 Flower boxes may not be built on graves.
- 8.4 Monuments may not be covered.
- 8.5 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.
- 8.6 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.
- 8.7 No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- 8.8 Artificial wreaths are allowed to be placed on the Lot after November 1<sup>st</sup> 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 30<sup>th</sup>, or they shall be removed by the Corporation.

## **9. Monuments and Markers - General Information**

- 9.1 No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
- 9.2 The Corporation will take reasonable precautions 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.
- 9.3 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 and tear.
- 9.4 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Corporation.
- 9.5 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.
- 9.6 All photographs attached to any markers or memorials placed within the cemetery grounds, shall be the sole responsibility of the owner.
- 9.7 No inscription shall be placed on any monument which is not in keeping with the dignity and decorum of the cemetery.
- 9.8 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.
- 9.9 Required Care and Maintenance Fund amounts:
  - in the case of installing a flat marker (1,116.23 cm<sup>2</sup> / 173 in<sup>2</sup> or larger)
  - 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
  - in the case of installing an upright marker measuring more than 1.22 m (4 ft) in either height or length, including the base (*markers of this size are not permitted in the Cemetery*) **Please refer to the Fees and Charges By-law**
- 9.10 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 ground maintenance in that section. No monuments shall be permitted in this area.
- 9.11 Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems

necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

## **10. Monuments (Upright Markers)**

10.1 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 the 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.

10.2 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)

10.3 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)

10.4 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.

10.5 Not more than one (1) 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 adjoined Plots are owned and both sides of the stone can be used.

10.6 The minimum thickness of a die should be 15.24 cm (6 in).

10.7 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 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.

10.8 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.

- 10.9 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 in) deep and must be set as directed or in the space marked by someone in the employ of the Corporation.
- 10.10 The surface area of the foundation shall be flush with the surrounding ground level and shall provide a level surface, free from defects.

**11. Markers (Flat Markers), Corner Markers etc.**

- 11.1 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.
- 11.2 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.
- 11.3 One (1) 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.
- 11.4 Flat markers are to be flat on top and must be set level with the ground.
- 11.5 The minimum thickness for all flat markers including footstones is 10 cm (4 in).
- 11.6 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.
- 11.7 Markers will only be accepted for installation during regular working hours.
- 11.8 Within the area of the cemetery designated as the Cremation Area, only Flat Markers which are set flush with the ground are permitted.

## **12 Rules for Monument Dealers, Contractors and Workers**

- 12.1 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.
- 12.2 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.
- 12.3 Prior to the start of any said work, contractors must provide proof of evidence of liability insurance of not less than \$2 Million dollars
- 12.4 No work shall commence on Saturday or Sunday.
- 12.5 No monument or marker will be removed without written permission from the Corporation.
- 12.6 All companies who do work in the cemetery shall have Workplace Safety Insurance coverage for their workers as well as sufficient liability insurance.
- 12.7 To protect the grounds from surface damage and to ensure safety from injury, contractors, monument dealers, and suppliers must lay wooden planks on the burial lots and paths over which heavy materials are to be moved.
- 12.8 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.
- 12.9 The demeanor and behavior of all workmen employed by others and working in the cemetery shall be subject to the control of the Corporation.
- 12.10 The Corporation reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery. Workers shall cease work, if in the immediate vicinity of a funeral until the conclusion of the service.
- 12.11 All work must be completed during regular cemetery hours, unless with the special permission of the Corporation.
- 12.12 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 and/or marker in accordance with this by-law without charge to the Interment Rights Holder or to the Corporation.
- 12.13 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.

- 12.14 No monument dealer shall park on the grass unless otherwise directed to do so by the Corporation.
- 12.15 All implements and materials used in the performance of any work shall be placed only in locations directed by the Corporation. All rubbish, surplus earth, and other debris must be removed when, where, and in such manner as the Corporation may order; otherwise, the Corporation may remove such obstructions at the expense of the monument dealer or contractor.
- 12.16 For the safety of all visitors and staff, work sites must be secured when left unattended. Contractors working within the cemetery are required to remove all implements, equipment, and garbage from the cemetery at the end of each workday and upon completion of the work.
- 12.17 Burials shall not be performed by anyone other than that of the Corporation.

### **13 Rules for Visitors**

- 13.1 Visitors are always welcome at the cemetery during the normal hours. All visitors should conduct themselves in a quiet manner that shall not disturb other visitors, or any service being held.
- 13.2 The cemetery operator reserves full control over the cemetery operations and management of land within the cemetery grounds.
- 13.3 No person may damage, destroy, remove or deface any property within the cemetery.
- 13.4 The employees/staff of the Corporation are empowered and are required to preserve order and decorum in the cemetery.
- 13.5 No parades other than funeral processions shall be admitted to or be organized within the cemetery.
- 13.6 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.
- 13.7 Vehicles within the cemetery shall be driven at a moderate rate of no more than 10 kilometers an hour and shall not leave the avenues or park on the grass unless directed to do so by the Corporation.
- 13.8 No All-Terrain Vehicles (ATV's), dirt bikes or snow machines are allowed

in the cemetery.

- 13.9 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 13.10 Discharging firearms, other than in regular volleys at burial services, is prohibited in and around the cemetery.
- 13.11 No dogs or other pets shall be allowed in the cemetery at any time except by special request made in advance to the Corporation.
- 13.12 No picnic party shall be permitted in the cemetery.
- 13.13 Any person who, while in the cemetery, damages or moves any tree, plant, marker, 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 damage 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.
- 13.14 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.
- 13.15 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.
- 13.16 Any articles which are detrimental to efficient maintenance or constitute a hazard to machinery, employees or visitors, or are unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the Corporation. Any article removed will be held at the cemetery for collection. If not collected, it will be disposed of after one (1) month.
- 13.17 The gates must always be kept closed.

#### **14 Complaints**

- 14.1 Any complaints or concerns from Interment Rights Holders, visitors, or any other persons regarding the cemetery shall be made in writing to the Clerk-Treasurer of the Corporation and not to workmen or other employees on the cemetery grounds. Confrontations or controversies with workmen or other staff are to be avoided at all times.

## **15 Gifts to the Cemetery**

- 15.1 The Corporation gratefully accepts all donations made to the Calvin Union Cemetery.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 Donated gifts are recognized for the life of the tree, plant or item.

**For Cemetery Price List: Please refer to the Fees and Charges By-law  
Schedule "H"**

Schedule "A"

**AUTHORITY FOR INTERMENT  
CALVIN UNION CEMETARY**



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

Please be advised that I/We, \_\_\_\_\_ hereby  
authorize the burial

*(Interment Rights Holder/Beneficiary)*

of \_\_\_\_\_ to take place in  
*(Name of Person to be Interred)*

Lot \_\_\_\_\_ Plot \_\_\_\_\_ in the Calvin Union Cemetery.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ at the  
Municipality of Calvin

Signed : \_\_\_\_\_ Witness: \_\_\_\_\_  
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Schedule "B"



**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 1VO.

Please be advised that I/We \_\_\_\_\_ being the Interment  
*(PRINT full names of owners)*

Rights Holder/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 full names of new interment rightsowners)*

Given under my Hand this \_\_\_\_\_ day of \_\_\_\_\_

**Signature:** \_\_\_\_\_  
*(Name of owners)*

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Municipal Clerk-Treasurer  
*(once form has been completed and all 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

Schedule "C"

Contract No: \_\_\_\_\_



**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., Mattawa, ON. P0H 4V0**  
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 Internment Rights Holders(s) listed above have the rights to direct/consent to the burial, and memorialization associated with the Internment 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 \$ \_\_\_\_\_ TOTAL SALE \$ \_\_\_\_\_

BALANCE due within 10 days of SIGNING \$ \_\_\_\_\_

(30 Day "Cool-off" or waiting Period begins on date of signing)

**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



Schedule "D"

**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., 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.

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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.

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**ORIGINAL TO PURCHASER**

**COPY TO CEMETERYOWNER**