

RECEIVED
NOV 15 2016

TOWNSHIP

OF

BLACK RIVER-MATHESON

CEMETERY POLICY

Cemetery Policies

Index

Section	Particulars	Page
	Cemeteries	1
I	Definitions	2
II	General Administration	5
	Purchase of Rights	5
	Notice of Resale and Transfer of Rights	6
	Cancellation or Resale of Interment Rights	7
	Cancellation of Interment Rights within 30 Day Cooling Off Period	7
	Resale of Interment Rights after 30 Day Cooling Off Period	8
	Permit Resale of Interment Rights to a Third Party	8
	Abandonment of Rights	9
	Fees	10
	Proper Respect	10
	Care of Property	11
	Finances	11
	Discretion	12
III	Operations and Maintenance	13
	Grounds Maintenance	13
	Care of Lots	13

Cemetery Policies

Index

Section	Particulars	Page
	General	14
IV	Markers	15
	Design and Construction	15
	Safety	17
	Miscellaneous	18
V	Burials and Disinterments	19
	Notice by Funeral Director	19
	Restrictions	20
	Interment Rights Holders	20
	Seasonal Burials	21
	Disinterments	22
	Caution	22
	General	22
	Miscellaneous	23

Corporation of the Township of Black River – Matheson

Cemetery Policies

These policies shall apply to all of the cemeteries within the jurisdiction of the Corporation of the Township of Black River-Matheson and include:

- 1) Shillington Cemetery
- 2) Greenhill Cemetery
- 3) St. Laurent (old) Cemetery
- 4) Val Gagné Cemetery
- 5) Hillcrest Cemetery
- 6) Watabeag Cemetery
- 7) Lakeside Cemetery
- 8) St. Laurent (new) Cemetery

The Corporation shall administer the cemeteries within the Township of Black River-Matheson as outlined in the following policies.

The cemetery maintenance and caretaker duties are performed by the Township of Black River-Matheson Department of Works and Operations.

The policies are subject to amendment from time to time as Council may deem necessary.

The policies shall be reviewed in their entirety every three (3) years.

Corporation of the Township of Black River – Matheson

Cemetery Policies

SECTION I

DEFINITIONS

1. In these policies:

(1) **“Act”** refers to the Funeral, Burial and Cremation Services Act (FBCSA);

→ **“BAC”** means Bereavement Authority of Ontario

(2) **“Care and Maintenance”** means:

- 1) with respect to grounds and lots, their preservation, improvement, embellishment and maintenance in perpetuity in a proper manner.
- 2) with respect to markers, to preserve and eliminate the risk to public safety.

(3) **“Care and Maintenance Funds”** means the funds and property received from an interment rights holder for the purpose of providing care and maintenance of a cemetery or of any particular part thereof.

(4) **“Caretaker”** means the employee(s) of the Township of Black River-Matheson.

(5) **“Cemetery”** means land that is set apart or used as a place for the interment of the dead in which human remains and ashes have been buried;

(6) **“Cemetery Services”** means:

- 1) the opening and closing of a grave,
- 2) interring or disinterring human remains,
- 3) providing temporary storage in a receiving vault,
- 4) construction of a foundation for a marker,
- 5) setting of corner posts,
- 6) maintaining of the cemetery grounds;

(7) **“Certificate”** means a certificate of interment rights issued by the municipality to the purchaser of a plot;

Corporation of the Township of Black River – Matheson

Cemetery Policies

- (8) “**Columbarium Monument**” means a marker designed for the purpose of storing the ashes of human remains that have been cremated;
- (9) “**Container**” means a rigid combustible container designed for the encasement of human remains;
- (10) “**Contract**” means, a written agreement for the sale by the Corporation of interment rights or cemetery services;
- (11) “**Corporation**” means the Corporation of the Township of Black River-Matheson;
- (12) “**Council**” means the Council of the Corporation of the Township of Black River-Matheson;
- (13) “**Cremated Remains**” means the residue (ashes) after cremation of the body and of the casket or container in which it was received;
- (14) “**Human Remains**” means a dead human body and includes a cremated human body;
- (15) “**Inter**” means the burial of human remains and includes the placing of human remains in a lot;
- (16) “**Interment Rights**” includes the right to require or direct the interment of human remains in a lot;
- (17) “**Interment Rights Holder**” means a person with interment rights with respect to a lot and includes a purchaser of interment rights, or their legal representative;
- (18) “**Lot**” means 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 and a niche or compartment in a columbarium;

Corporation of the Township of Black River – Matheson

Cemetery Policies

- (19) “**Marker**” means any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, or other structure or place intended for the deposit of human remains;
- (20) “**Mausoleum**” means a building or other structure used as a place for the interment of the dead in sealed crypts or compartments;
- (21) “**Minister**” means the Minister of Consumer Services
- (22) “**Ministry**” means the Ministry of Consumer Services;
- (23) “**Order**” means the written instructions of the interment rights holder to inter human remains;
- (24) “**Owner**” means the Corporation of the Township of Black River-Matheson;
- (25) “**Plot**” means two or more lots in which rights to inter have been sold as a unit;
- (26) “**Prescribed**” means prescribed by the regulations;
- (27) “**Registrar**” means the Registrar under the Funeral, Burial and Cremation Services Act;
- (28) “**Regulations**” means the regulations made by the Lieutenant Governor in Council under the Funeral, Burial and Cremation Services Act;
- (29) “**Section**” means an area of the cemetery that is designated by a number or a letter;
- (30) “**Tariff**” means the list of prices in effect from time to time as established by and approved by Council;
- (31) “**Trust Fund**” means a trust fund established in accordance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA);

Corporation of the Township of Black River – Matheson

Cemetery Policies

SECTION II

GENERAL ADMINISTRATION

- 1. Subject to the approval of the ^{Environment Authority of Ontario (EAO)} Ministry, Council is responsible for the administration of its cemeteries including policies, rules, regulations, and by-laws regarding the sale of lots, the setting of tariffs and fees, the erection of monuments or markers and the building of foundations for monuments or markers.
2. The Clerk or designate is authorized to sell lots, and to provide valid receipts for any cemetery dues, ensure that all records relating to its cemeteries are correct, and generally and without limiting the foregoing, to attend to the business of the cemeteries including authorizing the digging of lots, the erection of monuments, repairs thereto and the entering into of any agreements for the upkeep of lots.

PURCHASE OF RIGHTS

3. Lots may be purchased from the Clerk or designate in accordance with the most current miscellaneous user fee by-law.
4. Purchasers of lots acquire only the right and privilege of burial of the dead and of erecting a monument or marker, subject to the by-laws, and regulations in force from time to time.
5. Payment for lots shall be made at the Township of Black River-Matheson municipal office.
6. Each purchaser of a lot, upon payment of all indebtedness and all charges in connection with the lot, shall be entitled to a Certificate or Interment Rights.

Corporation of the Township of Black River – Matheson

Cemetery Policies

7. The certificate shall specify:
 - 1) the name and location of the cemetery in which the interment is to take place;
 - 2) the name and address of the interment rights holder;
 - 3) the amount paid;
 - 4) the location and area of dimensions of the lot;
 - 5) the date of purchase;
 - 6) the amount set aside in trust for perpetual care;
 - 7) the name of the trustee holding the perpetual care funds;
 - 8) a statement that if the interment rights holder resells or transfers the interment rights, the endorsed certificate must be returned to the operator before the operator is required to issue a new certificate.
8. All lots shall be sold at the rates set forth in the most current miscellaneous user fee by-law which provides that a portion of the sale price shall be set aside in the name of the Corporation for care and maintenance.
9. No lots shall be sold in the cemetery known as the St. Laurent (old) Cemetery in Ramore.

NOTICE OF RESALE AND TRANSFER OF INTERMENT RIGHTS

10. The interment rights holder may first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights at the current price less the original Care and Maintenance amount paid at the time of purchase, then the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

Corporation of the Township of Black River – Matheson

Cemetery Policies

11. In the case of a transfer of interment rights, the transfer shall be recorded as follows:
 - 1) in the case of a written notification from the interment rights holder;
 - 2) in the case of demise, by depositing with the Clerk or designate, a certified copy of the last will and testament and/or letters probate;
 - 3) in case of an intestacy, or, where the lot has not been bequeathed in the will, the Clerk or designate shall recognize as the interment rights holder, that person listed as receiving the residue of the estate or, that party designated in an agreement in writing executed by the immediate heirs;
 - 4) letter from family member(s).

CANCELLATION OR RESALE OF INTERMENT RIGHTS

12. Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, entombment, or installation of any monument, marker, inscription or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of real estate or real property. An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.

CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAY COOLING OFF PERIOD

13. A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment 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.

Corporation of the Township of Black River – Matheson

Cemetery Policies

RESALE OF INTERMENT RIGHTS AFTER 30 DAY COOLING-OFF PERIOD

(Cancellation of contracts after the 30 day cooling-off period only applies to contracts entered into prior to July 1, 2012)

14. Unless the interment rights have been exercised, the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the Act.

PERMIT RESALE OF INTERMENT RIGHTS TO A THIRD PARTY

15. The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate:
 - 1) an interment rights certificate endorsed by the current rights holder;
 - 2) if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
 - 3) any other documentation in the interment rights holder(s) possession relating to the rights.

16. The third party purchaser will be provided with the following documents by the cemetery operator:
 - 1) an interment rights certificate endorsed by the current rights holder;
 - 2) a copy of the cemetery's current by-laws;
 - 3) a copy of the cemetery's current price list;
 - 4) if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available;
 - 5) any other documentation in the interment right holder(s) possession relating to the rights.

Corporation of the Township of Black River – Matheson

Cemetery Policies

17. The cemetery operator will require:
 - 1) a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;
 - 2) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to resell the interment rights;
 - 3) the date of transfer of the interment rights to the third party;
 - 4) the name and address of the third party purchaser;
 - 5) a statement of any money owing to the cemetery operator in respect to the interment rights.
18. Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.
19. Upon completion of the above listed procedures, and upon the issuance of a new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the Act.
20. The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.
21. The cemetery operator may negotiate a purchase price only after the interment rights holder has first offered the interment rights back to the cemetery for the current price and the cemetery operator refused, and the interment rights holder was then unsuccessful in selling the rights to a third party and is now requesting the cemetery to re-purchase the rights at a negotiated price.

ABANDONMENT OF RIGHTS

22. Where no interment has been made in a lot for more than 50 years the Council may seek a declaration that the interment rights have been abandoned, in accordance with the Act.

Corporation of the Township of Black River – Matheson

Cemetery Policies

FEES

23. The fees for opening and closing lots are as set out in miscellaneous user fee by-law.
24. No gratuities shall, at any time, be given to any officer or employee for any personal service or attention. An officer or employee who violates this regulation is subject to dismissal.

PROPER RESPECT

25. Visitors are welcome at the cemeteries during the hours of 8:00 a.m. to sundown. Proper respect due to the deceased is expected at all times.
26. The caretaker shall preserve order and decorum in the cemeteries and ensure that all burials are conducted in a decent and orderly manner and that quiet and good order is maintained at all times.
27. No parades, other than funeral processions, shall be admitted to or organized within the cemeteries.
28. Children under the age of twelve years are not admitted to the grounds except under the care of an adult who shall be responsible for the conduct of the child.
29. Vehicles within the cemeteries shall be driven at a moderate rate of speed and shall not leave the avenues.
30. Proprietors of vehicles and their drivers shall be responsible for any damage caused by their vehicles.
31. Discharge of firearms, other than in regular volleys at burial services, is prohibited within and around the cemeteries.
32. No person shall bring any animal within the limits of the cemeteries.
33. No person shall play any game or sport in the cemeteries.

Corporation of the Township of Black River – Matheson

Cemetery Policies

34. No person shall willfully or unlawfully disturb persons assembled for the purpose of burying human remains in a cemetery.
35. No person shall commit a nuisance in the cemeteries.
36. The Council may restrict vehicular traffic due to road conditions, climate or any other reason the Council in its sole discretion may deem appropriate.
37. Soliciting of any kind on cemetery grounds is strictly prohibited.
38. Any willful violation of these rules shall result in the perpetrator being expelled from the cemetery grounds.

CARE OF PROPERTY

39. No person shall willfully destroy, mutilate, deface, injure or remove any tomb, marker or other structure placed in the cemeteries, or any fence, railings or other work for the protection or ornament of the cemetery or any such tomb, marker or other structure or of any lot in the cemeteries.
40. No person shall willfully destroy, cut, break or injure any tree, shrub or plant in the cemeteries, or willfully injure, destroy or deface any building, or structure, any road, walk or other works in the cemeteries.
41. All complaints with respect to the operation of the cemeteries should be made in writing at the office of the Clerk, at the municipal office of the Corporation of the Township of Black River-Matheson.

FINANCES

42. All fees are due upon receipt of statement.
43. No requests for the installation of foundations or approval of markers will be considered unless payment for foundation installation plus care and maintenance funds accompanies such request.

Corporation of the Township of Black River – Matheson

Cemetery Policies

44. Interest at a rate as described in most current user fee by-law will be charged on any overdue accounts.

DISCRETION

45. Where a determination or judgment is required, or is implied, it shall be at the discretion of Council.

Corporation of the Township of Black River – Matheson

Cemetery Policies

SECTION III

OPERATIONS AND MAINTENANCE

GROUNDS MAINTENANCE

1. Every interment rights holder shall have his/her lot cared for by the Corporation. All lots are sold under the care and maintenance provisions of the Act.
2. In accordance with the requirements of the Act, the Council may undertake any improvements within its cemeteries and/or upon the lot from time to time.
3. The care and maintenance contract provides for the cutting of grass, sprinkling of the lawn, re-sodding, re-seeding, grading and leveling, when necessary, and general care and upkeep of the cemetery by the Corporation.
4. No person, other than an employee of the Township shall make any walks, cut any sod, plant any tree or other shrubbery, or remove any corner posts or lot markers within the cemetery.
5. The employees of the Township shall remove any plants or shrubbery which interferes with the upkeep of the cemeteries.
6. The Corporation and its employees shall not be responsible for loss of, or damage to, any portable article left upon any lot.

CARE OF LOTS

7. Shepherd hooks, vases, lights, etc may be placed on a lot providing the item is placed up to/against the foundation of the monument/marker. Any "free standing" apparatuses shall be removed without notice.
8. Artificial flowers and wreaths, vases, urns, flower stands, holders or other receptacles for flowers shall be removed by employees of the Township in October of each year unless items are placed on a lot as described in item # 7.

Corporation of the Township of Black River – Matheson

Cemetery Policies

9. The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
10. Curbing, fences and other enclosures are prohibited.
11. No monument or marker shall be placed on any lot until all charges have been paid.
12. Only such persons as are in the employ of the Township shall change the grading of a lot.

GENERAL

13. No work shall be performed by person(s) not employed by the Township, unless under the direction and/or supervision of an employee of the Township.

Corporation of the Township of Black River – Matheson

Cemetery Policies

SECTION IV

MARKERS

1. An interment rights holder, or his/her estate, is deemed to be the "owner" of any marker placed on his/her lot.

DESIGN AND CONSTRUCTION

2. No marker shall be erected or placed on any lot until its design and the plans and specifications relative to the material, manner of installation, construction and the proposed location thereof shall have been submitted to and approved by the Clerk or designate.
3. Municipal building permits and approval of the ^{Permitment Authority of Ontario} Ministry of Consumer Services and Council is required prior to the construction of any vault or other structure on any lot.
4. No inscription shall be placed on any marker, which is not in keeping with the dignity and decorum of the cemetery.
5. Council shall not permit the construction of a marker on a lot until the purchase price of the lot and all accrued charges have been paid in full.
6. Council shall not permit the installation of foundations, corner posts or free-standing crosses by any person other than an employee of the Township with the exception of flat markers which upon approval of the Township may be installed by authorized monument dealers.
7. The dimensions of a foundation shall allow a margin of 2" on each side of the lot.
8. The dimensions of a base shall allow a margin of 3" around the foundation.
9. Markers shall be of standard granite, marble, bronze or other imperishable material and only markers produced by a licensed manufacturer thereof shall be permitted. All upright markers shall not exceed 24 inches above the surface of the ground.

Corporation of the Township of Black River – Matheson

Cemetery Policies

10. Only one upright marker and one flat marker shall be erected upon any one lot and shall be placed within the space at the head of the lot. In a cremation lot, the flat marker may only be installed after all the cremation burials have taken place.
11. Only one double marker shall be erected upon any two lots and shall be placed within the space at the head of lots. One flat marker can be erected upon each one of the individual lots.
12. Flat markers of marble or granite are permitted but shall not exceed thirty six (36) inches by twenty (20) inches, with a depth of three to five inches. The upper surface shall be flat with no projections and shall be set flush to the ground.
13. Corner posts shall be granite or marble land markers, between six to seven inches square, and not greater than six inches deep, dressed on all sides, such posts to be planted flush with the ground.
14.
 - 1) All crosses, statuary, etc. should be pinned/doweled to the base of the marker using non-corrosive dowel and epoxy.
 - 2) Bases should not be attached to the foundation with any permanent sealant, only shimmed if required.
 - 3) Dies should be set on 5mm (3/16") shims at each corner.
 - 4) A minimum bead of ½" of monument setting compound should be set between the die and the base in order that an unbroken seal be made between the die and the base. Excess compound should be under cut and removed to avoid staining the material.
 - 5) Vertical joints will not be considered, unless established in such a way as to allow all water and/or moisture to escape.
15. All marker deliveries and/or installations should be reported to the municipal office.
16. All vehicles and other equipment required to install a marker should remain on the cemetery roads. Where access to turf areas is necessary, permission must be obtained in advance and suitable materials used to protect the turf. Any damage caused by such access must be reported to the municipal office and repaired by or at the expense of the monument company.

Corporation of the Township of Black River – Matheson

Cemetery Policies

17. Free-standing crosses are not permitted.
18. Columbarium markers are permitted. The cavity containing the cremated remains must not be visible when the memorial is standing and must be sealed after the cremated remains are placed inside. **see letter*

SAFETY

19. If a marker in a cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk.

All other maintenance and or repair are the responsibility of the owner of the marker and will be only done by a licensed installer.

20. An unsafe marker is defined as any marker which:
 - 1) is leaning away from plumb to the ground in an unsafe manner, as may be determined by the caretaker; and/ or
 - 2) if less than four feet high, is unable to resist sliding or overturning when subjected to a horizontal force of 50 pounds applied in any direction at any point on the base or die; and/or
 - 3) if four feet or greater in height, is unable to withstand sliding or overturning when subjected to a horizontal force of 100 pounds applied in any direction at any point on the base or on the die up to five feet above the ground; and/or
 - 4) at the discretion of the Clerk, presents a risk to the public safety.
21. To prevent injury by existing unsafe markers, the caretaker shall:
 - 1) lay any unsafe marker on its side as soon as possible, and thereafter the marker may be left laying down, or
 - 2) if a marker presents a risk because it is unstable, the caretaker shall do whatever is necessary to reduce or eliminate the risk to public safety.

Corporation of the Township of Black River – Matheson

Cemetery Policies

MISCELLANEOUS

22. In the event of damage to a marker as a result of vandalism, natural or other causes or events beyond the control of Council, the owner of a marker shall repair, restore or replace the marker as soon as may be reasonably possible.
23. Council does not accept responsibility for insuring markers. However, in the event that any damage to a marker is covered by a policy of insurance maintained by Council the owner of the marker shall indemnify and hold Council harmless for the deductible portion of such policy.
24. Restoration, alternation, or removal of any marker by the interment rights holder, shall be permitted only upon written application to the Clerk, and on such terms as Council shall deem necessary, and shall be done by a licensed installer. Only employees of the Township shall move or remove the foundation. Foundations shall be moved at the sole expense of the interment rights holder. Payment must be received in advance of work commencing.
25. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
26. The cemetery operator will take reasonable precautions to protect the property of interment rights holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.

Corporation of the Township of Black River – Matheson

Cemetery Policies

SECTION V

BURIALS AND DISINTERMENTS

1. No interment shall take place until all laws, rules and regulations respecting burials have been complied with. A burial permit or certificate of cremation is required before an interment can be conducted.
2. The caretaker of the cemeteries or other employee of the Township shall be in attendance at each interment.

NOTICE BY FUNERAL DIRECTOR

3. In the case of a burial, the Funeral Director, or family member for cremation burial, shall provide the Clerk with a written statement setting out:
 - a) the name of the deceased;
 - b) the place of birth;
 - c) the last residence of the deceased;
 - d) the age of the deceased;
 - e) the date of death;
 - f) the place of death;
 - g) the time of interment;
 - h) identify the lot into which the deceased is to be interred;
 - i) the name of the Funeral Director;
 - j) the type, length and width of the outside case to be interred;
 - k) if cremation, a copy of the cremation certificate.

In the case of ashes placed in a columbarium marker, the monument company shall provide the Clerk with a written statement setting out:

- 1) the name of the deceased;
- 2) the date of death
- 3) the place of death
- 4) a copy of the cremation certificate

Corporation of the Township of Black River – Matheson

Cemetery Policies

4. Prior written approval shall be sought from the Clerk or designate if it is the intention to use oversize caskets or outer shells, as not all lots can accommodate same. Council and staff accept no liability or responsibility where prior approval has not been sought.

RESTRICTIONS

5. Funerals shall be allowed in the cemetery only between the hours of 8:00 in the forenoon and 3:00 o'clock in the afternoon, except by permission of the Clerk.
6. Funeral corteges within the cemetery shall follow the route indicated by the caretaker.
7. No lot or vault shall be opened by any person not in the employ of the Township.
8. Only interment of human remains and ashes shall be permitted.
9. Only one interment of human remains, plus one remains of ashes or two remains of ashes shall be allowed in any one full lot. Only two remains of ashes shall be allowed in any one cremation lot. Ashes interred within a columbarium marker will be allowed in any one full lot. Ashes interred within a columbarium marker will be considered as an interment within a cremation lot.

INTERMENT RIGHTS HOLDERS

10. Interment rights holders shall not allow interments to be made in lots for their personal remuneration.
11. For purposes of lot openings and interments, notice of not less than 48 hours shall be provided to the Clerk or designate in the manner provided, by the interment rights holder or by his/her agent.
12. Precise and proper instructions, in writing, shall be provided regarding the location of every burial, as the caretaker, the Corporation or its employees shall be held responsible for any errors resulting from misleading or insufficient information.

Corporation of the Township of Black River – Matheson

Cemetery Policies

13. All persons ordering and/or finalizing arrangements for burials shall be responsible for all charges incurred.
14. The fees for opening and closing lots are as set out in miscellaneous user fee by-law.

SEASONAL BURIALS

15. No winter burials shall be permitted. All cemeteries within the jurisdiction of Council shall remain closed during the winter months. Closure dates for the said cemeteries shall be established annually based on weather conditions, at the discretion of the Clerk and the Director of Works and Operations. Once the closure date has been established it shall not be opened until weather conditions permit in the spring.
16. With respect to spring burials for deaths occurring during the winter months and caskets stored in municipal vaults, the following shall apply:
 - a) Families must indicate to their Funeral Director at the time of making the funeral arrangements that they wish to be present at the spring burial.
 - b) The Funeral Director will be notified by letter, of the date and time of interment. It is the Funeral Director's responsibility to notify the family.
 - c) The Funeral Director must ensure that pallbearers are in attendance to remove the casket from the vault and place it in the coach, and from the coach to the lot.
 - d) Families who fail to respond as aforesaid or who fail to attend on the appointed date and time, shall receive no further notice and interments will commence no later than 15 minutes after the scheduled time.
 - e) The Clerk must receive confirmation from the Funeral Director as to their attendance, in addition to confirmation as to any other arrangements.
 - f) A Funeral Director who fails to respond as aforesaid or who fails to attend on the appointed date and time shall receive no further notice and the Clerk contact an alternate Funeral Director to assist at the interment.

Corporation of the Township of Black River – Matheson

Cemetery Policies

- g) A Funeral Director, who fails to attend as aforesaid, shall indemnify Corporation and save it harmless for any additional costs incurred by Corporation.

DISINTERMENTS

- 17. No disinterment shall be made without the proper notification of the local Medical Officer of Health and the written permission of the interment rights holder, except on an Order of a Court of competent jurisdiction, or as provided for in the Regulations.
- 18. The remains of persons dying from small pox, scarlet fever, measles, diphtheria, croup, bubonic plague, cholera, epidemic cerebrospinal meningitis or epidemic anterior poliomyelitis shall not be disinterred except in accordance with the requirements of the Act and the regulations made under The Public Health Act.

CAUTION

- 19. Interment rights holders are cautioned not to finalize any purchase for a marker or other structure to be erected on a lot until its design and the plans and specifications relative to it have been approved in writing by the Clerk or designate.

GENERAL

- 20. All opened lots shall be at least six inches from the boundary line of the lot and each lot shall be to a depth such that the outside cover or shell of the coffin or other receptacle is at least beneath the natural surface of the ground, and the coffin or other receptacle shall be immediately covered by at least three feet of earth.
- 21. The increasing use of oversized shells does not permit Council to assume responsibility for the number of grave openings that may be made in any plot.
- 22. The opening of caskets by cemetery staff on cemetery grounds is strictly prohibited.
- 23. The caretaker shall ensure that all interments are carried out in a decent and orderly manner and that quiet and good order is maintained in the cemetery at all times.
- 24. Anyone who disrupts an interment shall be liable to prosecution.

Corporation of the Township of Black River – Matheson

Cemetery Policies

MISCELLANEOUS

- 25. In the event of a request to house a non-interred individual during the winter months in our vaults the funeral home making the request will be required to pay in advance a fee as established in the miscellaneous user fee by-law. Upon payment access will be made available for our vault.

BAO		BEREAVEMENT AUTHORITY OF ONTARIO	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO			
APPROVED		APPROUVÉ	
In accordance with the <i>Funeral, Burial and Cremation Services Act, 2002</i>		Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	January 9, 2017		
File/Licence No. Numéro de Fiche/Permis	00230/all sites under 3264905-1		
By/ Par	<i>Cauchy Smith</i>		