

**THE CORPORATION OF THE  
MUNICIPALITY OF WAWA**

**By-Law No. 3187-19**

**BEING A LAW** to establish maintenance, management, regulation and control of cemeteries in the Municipality of Wawa.

**WHEREAS** The Corporation of the Municipality of Wawa has established the Woodland Cemetery upon those lands more particularly described EQ-118, EQ-119, Parcel 317, Township of Lendrum, being land set aside to operate as a municipal cemetery;

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

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

**AND WHEREAS** no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Section 151 of *O. Reg. 30/11* made under the *FBCSA, 2002, S.O. 2002, c.33*, as amended;

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

**NOWHEREFORE BE IT RESOLVED THAT** the Council of The Corporation of the Municipality of Wawa enacts as follows:

**1. DEFINITIONS**

In this by-law:

- 1.1 "Act" means the *FBCSA, 2002, S.O. 2002, c.33*, including any Provincial Regulations made pursuant to said Act, and *O. Reg. 30/11* and *184/12*.
- 1.2 "Burial" means opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.
- 1.3 "By-law" means the rules and regulations under which the Cemetery Operates.

- 1.4 Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.
- 1.5 "Contract" means for the purposes of these by-laws, all purchases of interment rights must sign a contract with the cemetery, detailing obligation of both parties and acceptance and receipt of the cemetery by-laws, Consumer Information Guide and price list.
- 1.6 "Cemetery" means the Woodland Cemetery, described as EQ-118, EQ-119, Parcel 317, Lendrum Township, Municipality of Wawa.
- 1.7 "Cemetery Administrative Clerk" means a member of the administration staff of The Corporation of the Municipality of Wawa who has been delegated responsibility for administration of the Woodland Cemetery or his/her designated alternate.
- 1.8 "Cemetery Service" means:
  - 1.8.1. Opening and closing of graves;
  - 1.8.2. Interring or disinterring human remains;
  - 1.8.3. Setting of corner posts and flat markers;
  - 1.8.4. Providing interment services including the provision, setting up and removal of artificial grass or ground cover, lowering devices, or other interment accessories at a grave site;
  - 1.8.5. Preparing flowerbeds, and planting flowers and shrubs; and
  - 1.8.6. Installing markers, monument foundations and monuments.
- 1.9 "Columbarium" means a structure containing individual compartments or Niches for the placement of human cremated remains.
- 1.10 "Council" means the Council of the Corporation of the Municipality of Wawa.

- 1.11 "Corner posts" means any posts or other land marker set flush with the surface of the ground and used to indicate the corners of a lot.
- 1.12 "Cremated Monument/Cremated Headstone Monument" means a monument with ashes located inside. Specifications are to be approved by the Director of Infrastructure Services or designate.
- 1.13 "Director of Infrastructure Services" means the Director of Infrastructure Services of The Corporation of the Municipality of Wawa, or any person appointed by the Director of Infrastructure Services or by the Chief Administrative Officer to be responsible for the cemetery.
- 1.14 "Flat Marker" means a grave marker which lies flat on the ground at the head of the grave, flush with the grass.
- 1.15 "Grave" (also known as "Lot") means any in ground burial space intended for the interment of an adult or cremated human remains.
- 1.16 "Interment" means the burial of human remains and includes the placing of human remains in a lot.
- 1.17 "Interment Rights" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot or niche, and direct the associated memorialization.
- 1.18 "Interment Rights Certificate" means the document issued by The Corporation of the Municipality of Wawa to the purchaser once the interment rights have been paid in full, identifying ownership and authority over of the interment rights.
- 1.19 "Interment Rights Holder" means any person designated to hold the right to inter human remains in a specified lot.
- 1.20 "Lot" means a single grave space.
  - 1.20.1 "Adult Lot" means a lot having minimum dimensions of five (5) feet (1.52m) by nine (9) feet (2.74m) intended for the burial of adults and/or cremated remains.
  - 1.20.2 "Infant/Cremation Lot" means a lot having minimum dimensions of three (3) feet (0.91m) by five (5) feet (1.52 m) intended for the burial of infants (age 12 months and under).

- 1.21 "Marker" means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial or lot.
- 1.22 "Monument" means any permanent memorial on a lot which projects above the surface of the ground within the designated space to mark the location of a burial or lot.
- 1.23 "Niche" means an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.24 "Personal Representative" shall mean an executor, executrix, administrator or administrator with Will annexed of the estate of a deceased individual or the attorney by power of attorney of a living individual.
- 1.25 "Pillow Monument" means a slant monument, measuring approximately sixteen (16) inches tall, which sits flat on the ground with the front of the stone angled back, creating a wedge shape.
- 1.26 "Plot" means a parcel of land, sold as a single unit, containing multiple lots.
- 1.27 "Register" means electronic or written records, kept in accordance with the Act.
- 1.28 "Resident" for the purposes of the purchase of Interment Rights means a person who resides in the Municipality of Wawa or who is the owner or tenant of land in the Municipality of Wawa, or the spouse of such owner or tenant.

**Hours of Operation: May 1 to November 30**

Visitation Hours: Monday to Sunday Sunrise to Sunset

Office Hours: Monday to Friday 8:30 a.m. – 4:30 p.m.

Burial Hours: Monday to Sunday 7:30 a.m. to 3:00 p.m.

**2. ADMINISTRATION**

- 2.1 The Corporation of the Municipality of Wawa reserves full control over the cemetery operations and management of land within the cemetery grounds.
- 2.2 The Director of Infrastructure Services or the Cemetery Administrative Clerk, or his/her designated alternates, shall:

- 2.2.1 Observe and carry out all of the provisions of this By-law, the Act and its Regulations, as may from time to time be amended.
- 2.2.2 Make, open and close all graves and niches in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council. An Interment Rights Certificate shall be furnished prior to an interment.
- 2.2.3 Attend all interments held in the cemetery and fill in all graves immediately after interments.
- 2.2.4 Attend to the regular and proper maintenance of the cemetery.
- 2.2.5 Perform such other duties as Council may from time to time require.
- 2.3 The Director of Infrastructure Services or the Cemetery Administrative Clerk may delegate any cemetery responsibilities or duties to other Infrastructure Services staff.
- 2.4 A map of the cemetery shall be attached to this by-law for information purposes and marked as Schedule "H".
- 2.5 The Cemetery Administrative Clerk shall maintain the public register that is available to the public without charge and such register will contain the following information:
  - 2.5.1 The plan of the cemetery.
  - 2.5.2 The name and address of each interment rights holder and location of the lot to which the rights pertain.
  - 2.5.3 The name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
  - 2.5.4 The name of each person whose remains are interred in the cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred,
  - 2.5.5 The particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.

- 2.5.6 Any other information required by the Act and regulations made thereunder.
- 2.6 The Municipality will not be held liable for any loss or damage from causes beyond their control and especially from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral, to any lot, plot, Columbarium, Niche, monument, or marker, save and except for direct loss or damage caused by gross negligence of the Municipality. The Municipality shall take reasonable precautions to protect the property of Interment Rights Holders but assume no liability or responsibility for the loss of, damage to any article or any type that is placed on any lot or plot.
- 2.7 This by-law shall be known and may be cited as the "Cemetery By-Law" of the Municipality of Wawa.
- 2.8 The Corporation of the Municipality of Wawa shall maintain a public register that is available to the public during regular office hours in accordance with Provincial Legislation – Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain public register that is available to the public during regular office hours, which may be amended periodically.

### **3. BY-LAW AMENDMENTS**

- 3.1 The cemetery shall be governed by these by-laws, and all procedures will comply with the Funeral Burial and Cremation Services Act, 2002 and Ontario Regulation No. 30/11 and 184/12, which may be amended periodically.
- 3.2 All by-law amendments must be:
  - 3.2.1 published once in a newspaper with general circulation in the municipality in which the cemetery is located;
  - 3.2.2 conspicuously posted on a sign at the entrance of the cemetery;
  - 3.2.3 delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installations.

- 3.3 All by-laws and by-law amendments are subject to approval of the Registrar, FBCSA, BAO.

#### **4. RULES AND REGULATIONS**

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

- 4.1. No person shall enter the cemetery, except through an established open entrance. Entry is at the visitors own risk.
- 4.2. Winter maintenance is not performed within the cemetery.
- 4.3. Children under the age of twelve (12) are welcome in the cemetery when 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 or markers.
- 4.4. No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- 4.5. No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles, motorcycles and personal assist scooters are permitted only on designated roadways.
- 4.6. Leashed pets are permitted on cemetery grounds. Owners must control their animals at all times and clean up after them.
- 4.7. Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 4.8. 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.
- 4.9. No person shall bring any alcoholic beverage upon the cemetery grounds.
- 4.10. No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.
- 4.11. No person shall engage in soliciting of any kind in the cemetery.

- 4.12. No person shall operate any vehicle under any circumstances, except on the roadways designated for vehicular traffic. Infrastructure Services staff, grounds maintenance contractors, funeral coach/hearse and monument placement contractors are exempt from this section. See Section 15 for regulations for contractors.
- 4.13. No vehicle shall be driven at a speed greater than fifteen (15) kilometres per hour within the cemetery or elsewhere than upon the roadways provided for vehicles.
- 4.14. No person shall engage in any activity which may damage the monuments or cemetery grounds (i.e. horseplay, etc.).
- 4.15. No person shall destroy, mutilate, deface, damage, injure or remove any monument, marker, road, walk, fence, railing or other structure or works placed in a cemetery.
- 4.16. No person shall willfully disturb persons assembled in a cemetery for any of the purposes listed below:
- a. an interment of a body and/or cremated remains;
  - b. a religious or civil service honouring the deceased.
- 4.17. No person shall willfully disturb the quiet and good order of a cemetery by noise or other improper conduct.
- 4.18. Discharging of firearms, other than regular volleys at burial services, is prohibited in and around the cemetery.
- 4.19. Any person who, while in the Cemetery, damages or moves any tree, plant, marker, fence, structure, or any other object usually erected, planted or placed in a cemetery, is liable to the Municipality and any Interment Rights Holders who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 4.20. Any article which is detrimental to the efficient maintenance of the cemetery or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, may be removed by the Municipality at its sole discretion. An article removed will be held at the Cemetery for collection. If not collected within sixty (60) days, it will be disposed of.



4.21. Any person who violates this by-law or any provision thereof, in addition to any other penalty hereunder, may be expelled from the grounds of the cemetery by the Director of Infrastructure Services and/or the Chief Administrative Officer/Clerk or other person acting under the authority of either the Director of Infrastructure Services or the Chief Administrative Officer/Clerk.

**5. SALE OF INTERMENT RIGHTS**

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

5.1 A lot may be purchased by executing a contract in the form set forth in Schedule "A" to this by-law completed and signed by the purchaser or a personal representative of the deceased and by the Cemetery Administrative Clerk on behalf of the municipality, together with the payment of the purchase price set out in the Price List as set out in Schedule "C" attached to and forming part of this by-law.

5.2 At the time of sale, the Municipality shall provide each interment rights holder with:

5.2.1 One (1) copy of the contract referred to in Section 5.1;

5.2.2 Two (2) copies of the Interment Rights Certificate; and

5.2.3 One (1) copy of the Cemetery By-Law and any amendments thereto.

5.3 A purchaser has the right to cancel an interment contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the Municipality. The Municipality will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

5.4 After thirty (30) days cooling off period, upon receiving written notice from the purchaser of the interment rights, the Municipality will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited in the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving such notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery staff along with the written notice of cancellation.

- 5.5 If any portion of the interment rights has been exercised, the purchaser, or the interment right holder(s) are not entitled to cancel the contract or re-sell the interment rights.
- 5.6 It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

## **6. CONDITIONS OF SALE**

- 6.1 The purchase price of an interment right shall be as set forth in the Price List as set out in Schedule "C" attached to and forming part of this by-law.
- 6.1.1 The purchase price for interment rights shall be divided as follows:
- (a) Care and Maintenance Fund 40% (or the minimum amount required by the Act, whichever is greater)
  - (b) General Fund 60% (or the balance of the purchase price after deducting the amount from 6.1.1 (a), whichever is lesser).
- 6.2 All payments must be made to the Municipality of Wawa, 40 Broadway Avenue, P.O. Box 500, Wawa, ON P0S 1K0, and the applicant shall receive a receipt for each payment. Unpaid amounts are subject to interest and may be collected by the Treasurer in accordance with the Municipality's policy on accounts receivable.
- 6.3 Where amounts for cemetery services, cemetery supplies, or interment rights due to the Municipality from a funeral establishment are unpaid after 30 days, the Chief Administrative Officer or his/her designate may, in addition to any other collection mechanisms provided herein, suspend provision of cemetery services or sale of interment rights to such funeral establishment until such amounts are paid.

- 6.4 Where the Treasurer determines that it is in the Municipality's interest to do so, the Treasurer may require that payment for interment charges, cemetery supplies or cemetery services must be made by cash, debit, cheques, money order or credit card.
- 6.5 The applicant shall not be entitled to an Interment Rights Certificate, as set out in Schedule "B" and noted in Section 5.2.2 above, until the purchase price is paid in full.
- 6.6 Any notice required by this By-Law to be given to the Interment Rights Holder shall be sufficiently given by regular mail or delivery to the address shown in the register kept by the Cemetery Administrative Clerk.

**7. TRANSFER OF INTERMENT RIGHTS**

- 7.1 The resale of interment rights by the holder to a third party is prohibited by The Corporation of the Municipality of Wawa.
- 7.2 An interment rights holder may request in writing that the Municipality repurchase the interment rights of lots at any time before they are used, and the Municipality shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:
  - 7.2.1 The repurchase price of interment rights shall be the price listed on the price list at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.
  - 7.2.2 The Interment Rights Holder shall return the original Interment Rights Certificates or provide an affidavit (Schedule "L") explaining why the certificates cannot be returned.
  - 7.2.3 The Interment Rights Holder requesting the resale must return the interment rights certificate to the Municipality and the rights holder must endorse the interment rights certificate, transferring all rights, title and interest back to the Municipality. The appropriate paperwork must be completed before the Municipality reimburses the rights holder.

- 7.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Municipality and by returning the original Interment Rights Certificate to the Municipality. Upon receipt of the notice, the required transfer fee as set out in Schedule "C" and the original Interment Rights Certificate, the Municipality shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate, a replacement may be issued upon payment of the applicable fee as per the Price List. Any subsequent transfer fee will also apply if the Interment Rights are being transferred.
- 7.4 Further to Section 7.3, any transfer of Interment Rights from a Resident to a Non-Resident, shall be subject to the applicable transfer fee plus the difference between the Resident and Non-Resident rate at the time of transfer.

## **8. INTERMENTS**

- 8.1 A person wishing an interment shall give notice to the Cemetery Administrative Clerk at least forty-eight (48) hours in advance of the proposed time of interment. The Municipality of Wawa cannot be held responsible for having lots prepared for funerals unless such notice is given.
- 8.2 No interment shall take place without a Burial Permit issued by the Division Registrar under the *Vital Statistics Act*, R.S.O. 1990, Chapter V.4 for full interments or an original *Certificate of Cremation* signed by the Superintendent, or designate of the crematorium for cremation interments.
- 8.3 No interment shall take place until the person making the arrangements for the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment/Services Contract as set out as Schedule "D". Such arrangements may be made by telephone but a faxed or scanned copy of the Interment/Service Contract Schedule "D" must be received by the Cemetery Administrative Clerk before the interment may take place. In the event the person making the arrangements for interment is not the Interment Rights Holder a Letter of Permission to Bury, Schedule "E", must also be completed, signed and dated by all known Interment Rights Holders and

forwarded to the Cemetery Administrative Clerk. Evidence satisfactory to the Cemetery Administrative Clerk of the municipality of the Interment Rights may be necessary to assist in determining proper authority to request interments.

8.4 The Director of Infrastructure Services or his/her designate shall not make any grave on any lot unless directed to do so by the Cemetery Administrative Clerk by way of either:

8.4.1 A Grave Warrant as set out in Schedule "G"; or

8.4.2 For assisted burials, under Section 164 of O. Reg. 30/11 made under the *FBCSA, 2002*, S.O. 2002, Chapter 33, as amended, a Grave Warrant indicating that the delivery agent, as defined in the *Ontario Works Act, 1997*, shall be responsible for all costs of such burial.

8.5 When the opening of a grave is required, not less than eight (8) business hours' notice of such requirement shall be given to the Director of Infrastructure Services or his/her designate by the Cemetery Administrative Clerk and such decision regarding the request under the notice requirement as noted in article 8.5 shall be at the discretion of the Director of Infrastructure Services. For the purpose of this section, Saturdays, Sundays, holidays and statutory holidays shall not be considered in determining working hours.

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

8.7 The Municipality shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of Interment Rights Holders or their representatives. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner.

8.8 As per Schedule "F" an "Adult Lot " may not have more than one burial in any single adult lot except as follows:

8.8.1 The cremated remains of not more than four (4) persons; and up to two (2) cremated remains in the "Cremated Headstone Monument";

- 8.8.2 Or one (1) standard burial and four (4) cremated remains; and up to two (2) cremated remains in the "Cremated Headstone Monument";
- 8.8.3 Or four (4) cremated remains and two (2) infants; and up to two (2) cremated remains in the "Cremated Headstone Monument"; or
- 8.8.4 A 60.96 cm x 30.48 cm (24" x 12") infant container may be buried at the approval of the Director in a single lot in which a casket containing human remains has been buried, provided space is available and up to two (2) cremated remains in the "cremated Headstone Monument".
- 8.9 Each "Infant Lot" may have a total of three (3) interments, this consisting of one (1) infant casket and two (2) infant cremation burials. An "Infant Lot" shall be made available for the interment of infant remains only.
- 8.10 Only one (1) interment of cremated remains is permitted in a single niche within a columbarium. A maximum of two (2) interments of cremated remains shall be permitted in a companion niche within a columbarium. Due to size restrictions, urns may not be accommodated in a niche.
- 8.11 No interment equipment except that approved by the Municipality shall be used.
- 8.12 No grave shall be opened or closed except by Infrastructure Services staff.
- 8.13 No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.
- 8.14 Graveside services and interments shall be permitted on Monday to Friday between 9:00 a.m. and 3:00 p.m., and on Saturdays, Sundays, holidays and statutory holidays between 9:00 a.m. and 3:00 p.m. subject to an additional fee in accordance with the Price List in Schedule "C". Interments performed after 3:00 p.m. will be subject to an additional fee in accordance with the Price List in Schedule "C".
- 8.15 Summer Interment rates shall apply for the period from May 1 to November 30 in accordance with the Price List in Schedule "C".

- 8.16 Winter Interment rates shall apply for the period from December 1 to April 30 in accordance with the Price List in Schedule "C".

## **9. CREMATED REMAINS**

All regulations stated in Section 8 of this by-law pertain to this section plus the following:

- 9.1 No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this By-Law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased persons and the applicable fee(s) paid.
- 9.2 If cremated remains have been interred first in any lot and said lot may be considered for a future casket burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then right is forfeited for a future casket interment.
- 9.3 If the cremated remains must be removed in order for the burial of a casket to take place, a disinterment fee for each cremated remains moved shall apply. Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.
- 9.4 Each container holding cremated remains shall not exceed 16" x 16" in size to accommodate burial, unless prior permission is received from the Director of Infrastructure Services or his/her designate to use a larger container.

## **10. DISINTERMENTS**

- 10.1 The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder.
- 10.2 All disinterments shall occur in the presence of an Inspector of the Medical Officer of Health and the Director of Infrastructure Services or his/her designate and the requirements of the Act and regulations thereunder shall be observed.

- 10.3 Disinterment will be made by arrangement with the Director of Infrastructure Services or his/her designate through the Cemetery Administrative Clerk.
- 10.4 If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 10.5 Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment by the owner or someone designated by him/her. If the marker/monument is not removed, the Municipality will not be held liable for any damage that may be caused to the marker/monument.
- 10.6 In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- 10.7 The charge for disinterment shall be as set forth in the Price List in Schedule "C" attached to and forming part of this by-law.

## **11. LOT DECORATIONS**

- 11.1 Lot decorations shall be deemed to include all structures, ornaments, candles, plantings or other embellishments, with the exception of headstones, monuments and markers, which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance problems, no lot decorations shall be permitted except in accordance with the following rules with regard to the decoration of cemetery lots:
  - 11.1.1 No lot decorations permitted by this By-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.
  - 11.1.2 All funeral flowers, containers and other equipment shall be removed from the grave site within seven (7) days after the interment. If they are not removed within this time period, they will be considered abandoned and may be disposed of by Infrastructure Services staff.



- 11.1.3 Copings, fences, curbs, benches, walls, structures or wood and containers wholly or partially of glass, solar lights, or other equally perishable and destructible materials, are prohibited.
- 11.1.4 No person shall plant a flowerbed in the cemetery except with the Director of Infrastructure Services or his/her designates specific prior permission and in accordance with the following standards:
- (a) Flowerbeds are permitted and may be planted only on lots where an upright monument has been erected and are restricted to the area around or immediately adjacent to the monument.
  - (b) Flowerbeds shall not exceed 18" from the front of the monument and must be in a crescent or half-moon shape.
  - (c) Flowerbeds shall not be defined or enclosed by a fence, railing, concrete curb or any enclosure.
  - (d) Flowerbeds shall not encroach upon adjacent lots, drains, roads or walkways.
  - (e) Flowerbeds must be weeded and maintained by the lot owner.
  - (f) In the event of an interment or disinterment the flowerbed is the responsibility of the lot owner to replace if desired.
  - (g) The Director of Infrastructure Services or his/her designate may direct the removal of flowerbeds for which permission has not been given, or which otherwise does not comply with the cemetery by-law.
- 11.1.5 Only one (1) artificial or fresh wreath or one (1) artificial or fresh flower arrangement shall be permitted on any single lot from May 1 to October 15. If such decorations are not removed by the 15 day of October, they shall be considered abandoned and may be disposed of by the Infrastructure Services staff. Only one monument saddle style arrangement, one crook style hanger, or one wreath on a 3 point stand (no other ground decorations unless placed within a maintained flowerbed as described in Section which shall be placed at the head of the grave.

- 11.1.6 Only one (1) wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15 (e.g. Remembrance Day, Christmas, Easter, etc.). Such decorations must be removed within 30 days of placing them. If they are not removed within 30 days, they will be considered abandoned and may be disposed of by Infrastructure Services staff.
- 11.1.7 Planting of trees and shrubs is permitted, but may only be undertaken under the direction of the Director of Infrastructure Services or his/her designate. Only ornamental shrubs or dwarf nursery stock are allowed. Rose bushes are not permitted. Once planted, trees and shrubs become the property of the Municipality of Wawa at the cemetery. The Director of Infrastructure Services or his/her designate may direct the removal of trees and shrubs for which permission has not been given, or which otherwise does not comply with the cemetery by-law.
- 11.1.8 In order to preserve the appearance of the grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by Infrastructure Services staff. Grading, seeding, sodding, top dressing, fertilizing and watering of lots, sodding, seeding and covering of graves shall be done by Infrastructure Services staff only.
- 11.1.9 No person shall deposit any debris, decayed flowers, plants, hedge clippings or weeds that are generated from the maintenance of flowerbeds and shrubs, on roads, walks or any part of the cemetery grounds. Garbage receptacles are provided throughout the cemetery for the disposal of such material.
- 11.1.10 The Municipality shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage caused by Infrastructure Services staff. The Municipality shall not be responsible for flowers or articles removed from any lot or grave.
- 11.1.11 The Municipality may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.

## **12. MORTUARY REGULATIONS**

- 12.1 The Director of Infrastructure Services may direct the removal of a body deposited in the vault and inter it in a single lot at any time should the condition of the body render its interment necessary or expedient.
- 12.2 All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 12.3 All bodies must be removed from the vault by the 15 day of May in each year or at the discretion of the Director of Infrastructure Services.
- 12.4 The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred. Communicable diseases are those identified in RRO 1990, Regulation 557, Health Protection and Promotion Act, RSO 1990, Chapter H.7.
- 12.5 The Director of Infrastructure Services reserves the right to determine if the weather conditions are adverse enough to prevent a burial. If it is necessary, the vault may be used until the weather conditions permit the interment.
- 12.6 All bodies stored in the vault must be embalmed for health reasons.
- 12.7 No body shall be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

## **13. MARKERS AND MONUMENTS**

- 13.1 Except under authority of this by-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the Interment Rights Holder or legal representative, and the permission of the Director of Infrastructure Services or his/her designate have first been given.
- 13.2 The Municipality will take reasonable precaution to protect the property of Interment Rights Holders, but it assumes no liability for loss of, or damage to any Marker, Monument, or part thereof except where such damage or loss is directly attributable to its negligence.

- 13.3 Minor scraping of the base portion of any Marker due to grass mowing, trimming, or other Cemetery maintenance operation shall be considered to be normal wear and tear.
- 13.4 All photographs attached to any Marker or Monument are the sole responsibility of the Interment Rights Holders.
- 13.5 No inscription or design will be placed on any Marker or Monument that, in the sole discretion of the Director of Infrastructure Services or his/her designate, is not in keeping with the dignity and decorum of the Cemetery.
- 13.6 Pillow Markers are permitted in the Cemetery at the discretion of the Director of Infrastructure Services or designate. Such marker shall be installed at the head end of lot, except where the alignment of existing nearby monuments justify another location as approved by the Director of Infrastructure Services or designate.
- 13.7 Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers/monuments are not permitted.
- 13.8 All monuments must be able to withstand a minimum of one hundred pounds (100 lbs.) of horizontal force applied anywhere on the monument without toppling. This must be achieved by the dry mode (no caulking).
- 13.9 The Director of Infrastructure Services or his/her designate shall not grant permission for installation or erection of a monument or marker on a lot unless all amounts owing to the Municipality for interment rights, cemetery services and cemetery supplies with respect to that lot, and the amounts required to be paid to the Municipality under Section 166 of *O. Reg. 30/11* made under the *FBCSA, 2002, S.O. 2002, c.33*, as amended, have been paid.
- 13.10 Every person installing a marker or monument shall pay to the Municipality the following amounts as prescribed under Section 166 of *O. Reg. 30/11* made under the *FBCSA, 2002, S.O. 2002, c.33*, as amended, and such amounts shall be credited to the Care and Maintenance Fund established under Section 14 of this by-law:
- 13.10.1 Zero dollars (\$0.00) + HST for the installation of a flat marker measuring less than 1,116.13 square centimetres (173 square inches).

- 13.10.2 Fifty dollars (\$50.00) + HST for the installation of a flat marker measuring at least 1,116.13 square centimetres (173 square inches).
  - 13.10.3 One hundred dollars (\$100.00) + HST for the installation of an upright monument measuring 1.22 metres (four feet) or Less in height and 1.22 metres (four feet) or less in length, including the base.
  - 13.10.4 Two hundred dollars (\$200.00) + HST for the installation of an upright marker measuring more than 1.22 metres (four feet) in either height or length, including the base,
- 13.11 No person shall cause a monument or marker to be erected or installed on a lot except in accordance with the following restrictions:
- 13.11.1 Both monuments and flat markers are permitted on all lots, subject to further restrictions in this by-law.
  - 13.11.2 No more than one monument may be erected or placed on any one lot.
  - 13.11.3 Up to four (4) flat markers are permitted to be placed on one (1) lot which contains one full casket burial and four (4) cremated remains or a lot containing four (4) cremated remains. Such flat marker may be placed over the area containing the cremated remains. No flat marker shall be placed on a lot within the first year of burial to allow for lot settlement.
  - 13.11.4 Only Flat markers shall be used on all infant lots.
  - 13.11.5 No monument shall occupy more than ten percent (10%) of the total area of the lot or plot upon which it is erected.
  - 13.11.6 Any person engaged in placing or removing a monument/marker shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean, orderly condition.
- 13.12 No person shall cause a monument to be erected or installed on a lot except in accordance with the following restrictions:

13.12.1 The base of each monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.

13.12.2 A monument shall not extend beyond the limits of the lot or plot on which it is erected.

13.12.3 When two monument dies are set on a single base, both dies shall be of the same size, shape and colour.

13.12.4 Every monument on a lot shall be installed on a concrete foundation, the design of which has been approved by the Director of Infrastructure Services or his/her designate and shall comply with the following table:

Table of Required Dimensions for Concrete Base			
Description of Lot or Plot	Maximum Length	Maximum Width	Minimum thickness of base level with ground
Single Lot (1.52 m (5') Wide)	54"	36"	4"
2 lots wide	108"	36"	4"

13.12.5 Every monument shall be placed at the centre of the head end of a lot except where the alignment of existing nearby monuments justifies another location as approved by the Director of Infrastructure Services or his/her designate.

13.12.6 The dimensions of a monument shall comply with the following table:

Table of Required Dimensions for Upright Monuments			
Description of Lot or Plot	Maximum Height	Maximum Length	Maximum Width
Single Lot (1.52 m (5') Wide)	36"	42"	20"
2 lots wide	36"	84"	20"
Pillow Monument	16"	42"	20"
Flat Monument	6"	42"	20"

- See diagram in Schedule H found on page 40

13.12.7 No foundations may be constructed after October 15 in any year and before May 15 in the following year.

- 13.13 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:
- 13.13.1 Flat markers shall be of granite or bronze only.
  - 13.13.2 Granite markers shall be not less than 4 inches (10 cm) in thickness and must be of uniform thickness throughout.
  - 13.13.3 Bronze markers must be attached to a concrete or granite base not less than 4 inches (10 cm) in thickness.
  - 13.13.4 The dimensions of a flat marker on an infant lot shall not exceed 12"x18" (30.4 cm x 45.7 cm).
  - 13.13.5 The dimensions of a flat marker on a /cremation lot shall not exceed 18"x30" (45.7 cm x 76.2 cm).
  - 13.13.6 The dimensions of a flat marker on an adult single lot shall not exceed 18"x30" (45.7 cm x 76.2 cm).
  - 13.13.7 Every marker shall be flush with the ground and shall be positioned in a location approved by the Director of Infrastructure Services or his/her designate.
  - 13.13.8 Bronze markers shall have the following percentage of alloy components: copper 87% to 89%, zinc 4% to 5%, tin 4% to 7%, and lead 1.5% to 2.5%.
  - 13.13.9 Bronze markers secured to a granite base shall be fastened with 3/8 inch brass, all thread bolts, nuts and washers.
  - 13.13.10 Bronze markers secured to a poured concrete base shall be fastened with a 3/8 inch brass anchor bolt.
- 13.14 Candle holders and vases may constitute part of a monument if it is made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of plastic material that is fire resistant.
- 13.14.1 Candle holders must be included in determining the overall size of the memorial.
  - 13.14.2 A maximum of two (2) candles or vases shall be placed on the base of the monument. It must be centered on the end or ends of the base.
  - 13.14.3 A candle holder must be adequately drained to prevent any collection of water.

- 13.14.4 Candle holders must be fully enclosed on all sides by a door or lid.

#### **14. CARE AND MAINTENANCE FUND**

"Cemetery Perpetual Care and Maintenance Fund": It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30-day cooling off period.

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

- 15.1 Any contract work to be performed within the cemetery requires the written preapproval of the Director of Infrastructure Services or his/her designate before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Director of Infrastructure Services or his/her designate and provide the necessary approvals before commencing work at any location on the cemetery property.
- 15.2 Prior to the start of any said work, contractors must provide proof of:
- i. WSIB coverage
  - ii. Occupational Health and Safety compliance standards
  - iii. Environmental Protection
  - iv. WHMIS
  - v. Evidence of liability insurance of not less than 2 million dollars
- 15.3 Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery 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.

- 15.4 Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- 15.5 Any employee of a contractor who damages any plot, marker, monument or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage, or injury. In addition, the employer of the said worker shall be liable.
- 15.6 Notice must be given in writing to the Corporation at least forty-eight (48) hours in advance of any monumental work to be done within the cemetery.
- 15.7 Notwithstanding any degree of direction and control exercised by the Director of Infrastructure Services or his/her designate over contractors and workers in any capacity within the Cemetery in no circumstances shall the relationship of employer and employee be deemed to arise between the Municipality and such contractors and workers.
- 15.8 Contractors shall undertake work during regular cemetery hours, unless by special permission of the Director of Infrastructure Services or his/her designate. No work shall be commenced on a Saturday that cannot be finished before 12 noon on that day.
- 15.9 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Municipality in the performance of their work.

## **16. COLUMBARIUM**

- 16.1 Payment must be made to the cemetery staff before an interment can take place.
- 16.2 Only the cemetery staff may open and seal niches for interments. This applies to the inside sealer and the niche front.
- 16.3 No person other than cemetery staff shall remove or alter niche fronts.

- 16.4 The cremated remains of not more than two persons will be interred in any one (1) niche.
- 16.5 The niche plate used shall be lettered and installed by the cemetery staff, and the cost will be collected at the time of the sale of the niche.
- 16.6 Photograph cases will not be allowed to be attached to the niche.
- 16.7 The cemetery staff reserves the right to remove any item placed or attached to the niche or surrounding area.
- 16.8 Should a niche be sold back to the cemetery, the current purchase price, less the amount set aside for care and maintenance will be paid.
- 16.9 The interment charge shall be as shown on the Cemetery Price List
- 16.10 The niches will be sold according to the numbering systems shown in the diagrams provided
- 16.11 The inside dimensions of the niche are 11 inches x 11 inches x 10 inches.

16.12 Lettering must follow the example below:

<b>Single Niche</b>		
<b>Surname</b>	<b>Name</b>	<b>Date</b>
2 ½" Condensed Roman Lettering	2" Condensed Roman Lettering	3" Condensed Roman Lettering

Name/Initial

Surname

D.O.B (YYYY) – D.O.D (YYYY)

<b>Companion Niche – Companion #1</b>		
<b>Surname</b>	<b>Name</b>	<b>Date</b>
2 ½" Condensed Roman Lettering	2" Condensed Roman Lettering	3" Condensed Roman Lettering
<b>Companion Niche – Companion #2</b>		
<b>Surname</b>	<b>Name</b>	<b>Date</b>
2 ½" Condensed Roman Lettering	2" Condensed Roman Lettering	3" Condensed Roman Lettering

Name/Initial/Surname

D.O.B (YYYY) – D.O.D (YYYY)

Name/Initial/Surname

D.O.B (YYYY) – D.O.D (YYYY)

**17. COMPLAINTS**

- 17.1 Any person having occasion to make any complaint shall make it to the Cemetery Administrative Clerk or his/her designated alternate at the Municipal Office, and not to an employee on the cemetery grounds.
- 17.2 Any decision of the Director of Infrastructure Services or his/her designate made pursuant to this by-law may be appealed to the Council or the appropriate Standing Committee for the purpose of affording persons an opportunity to be heard in the place and stead of Council.

**18. PRICE LIST**

- 18.1 Subject to the *FBCSA, 2002*, as amended, and the regulations made thereunder, Council shall adopt a Price List herein shown as Schedule "C" to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such Price List may be amended by by-law of the Council as it, from time to time, deems fit.

**19. CONTRACTS AND CERTIFICATES OF INTERMENT**

- 19.1 The Contract for the purchase of Interment Rights is attached as Schedule "A" to this By-law.
- 19.2 The form of Certificate of Interment Rights is attached as Schedule "B" to this By-law.
- 19.3 The Contract for purchase of Services is attached as Schedule "D" to this By-law.
- 19.4 The Cemetery Administrative Clerk or his/her designated alternate is hereby authorized to execute on behalf of the Municipality, the Contracts referred to in Schedules "A" and "D", and the Certificate referred to in Schedule "B".

**20. PENALTIES**

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

**21. VALIDITY**

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

**22. EFFECTIVE DATE**

22.1 This By-Law shall come into force and take effect on April 2<sup>nd</sup>, 2019 and that By-Law No. 2016-07 be and is hereby repealed.

**23. SCHEDULES**

23.1 The Schedules attached hereto which are incorporated herein shall form part of the By-Law:

- a) Schedule "A" – Contract for Purchase/Transfer of Interment Rights
- b) Schedule "B" – Interment Rights Certificate
- c) Schedule "C" – Price List
- d) Schedule "D" – Interment Services Contract
- e) Schedule "E" – Letter of Permission to Bury
- f) Schedule "F" – Burials Permitted Per Grave
- g) Schedule "G" – Grave Warrant
- h) Schedule "H" – Map of Cemetery
- i) Schedule "I" – Disinterment Form
- j) Schedule "J" – Monument Installation Form
- k) Schedule "K" – Full Release / Indemnity Form
- l) Schedule "L" – Affidavit for Lost/Missing Interment Rights Certificate
- m) Schedule "M" – Conditions of Contract

**READ** a first, second, and third time and be finally passed this 2<sup>nd</sup> day of April, 2019.



  
\_\_\_\_\_  
RON RODY, MAYOR

  
\_\_\_\_\_  
CATHY CYR, CLERK

**SCHEDULE "A"**

**CONTRACT FOR PURCHASE / TRANSFER OF INTERMENT RIGHTS - WOODLAND CEMETERY**



The Corporation of the Municipality of Wawa  
 40 Broadway Avenue, P.O. Box 500  
 Wawa, ON P0S 1K0  
 Telephone: (705) 856-2244  
 Facsimile: (705) 856-2120

HST #108133414 RT 0001

Cemetery License #3262823-1

New Purchase       Transfer from \_\_\_\_\_  
 Address \_\_\_\_\_

**Sold/Transferred to:**  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

SECTION	ROW	LOT

INTERMENT RIGHTS	
RIGHTS HOLDER(S) _____	PERSON(S) RECEIVING INTERMENT RIGHTS _____
DATE _____	DATE _____
ADDRESS _____	ADDRESS _____

Attached for Transfers only:       Interment Rights Holder Certificate  
 Affidavit for Lost/Missing Interment Certificate

Description	Price	Qty.	Total
Grave (Lot)	\$		\$
Care and Maintenance	\$		\$
Transfer Fee	\$		\$
Refund	\$		\$
<b>HST #108133414RT0001</b>			\$
<b>Total</b>			\$

Repurchase price after 30 day cooling off period:  
 (TOTAL - Included Care and Maintenance)

IT IS AGREED between the parties that this Contract is subject to the Municipality of Wawa Cemetery By-Law and the Purchaser hereby acknowledges receipt of a copy of the Wawa Cemetery By-Law and the "Conditions of Contract" attached hereto and marked as Appendix "1" to the Contract for Purchase of Interment Rights have been read and understood.

\_\_\_\_\_  
 Purchaser/Transferor Signature

\_\_\_\_\_  
 Cemetery Administrative Clerk Signature

\_\_\_\_\_  
 Purchaser/Transferee Signature

\_\_\_\_\_  
 Date

**APPENDIX "1" TO SCHEDULE "A"  
TO THE CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
CONDITIONS OF CONTRACT**

The following Trusting provisions are in effect:

Adult Lot	40% of the purchase price or \$250.00, whichever is greater
Infant/ Cremation Lot	40% of the purchase price or \$150.00, whichever is greater
Niches	15% of the purchase price or \$100.00, whichever is greater

See Schedule "C" Price List for exact amounts.

**Contributions to the Care and Maintenance Fund for Markers and Monuments:**

Description	Fee	HST	Total
Flat marker measuring less than 1,116.13 square centimeters (173 square inches)	\$0.00	\$0.00	\$0.00
Flat marker measuring at least 1,116.13 square centimeters (173 square inches)	\$50.00	\$6.50	\$56.50
Upright monument measuring 1.22 meters (4 feet) or less in height and 1.22 meters (4 feet) or less in length, including the base.	\$100.00	\$13.00	\$113.00
Upright marker measuring more than 1.22 meters (4 feet) in either height or length, including the base.	\$200.00	\$26.00	\$226.00

**A contract for the purchase of Interment Rights includes:**

- The right of the purchaser to request, in written demand, the cemetery owner to repurchase the rights before they are used or exercised.
- The cemetery owner shall repurchase the interment rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by the current value for the rights less the amount the cemetery owner paid into the Care and Maintenance fund in respect of the interment rights, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- The private resale of interment rights by the purchaser is prohibited.
- In accordance with the By-laws of the cemetery, the following restrictions on the exercising of the interment rights are outlined under Items 8 and 9 of the Cemetery By-Law No. 3187-19 and amendments thereto.
- In exercising the interment rights contracted herein, the following documents are required: see Item 8.2 and 8.3 of the Cemetery By-Law No. 3187-19.
- In accordance with the By-Law of the cemetery, the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: see Item 4 Rules and Regulations of the Cemetery By-Law No. 3187-19 and amendments thereto.
- If a purchaser transfers an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then issue a new certificate of interment rights to the transferee upon payment of the applicable transfer fee. If the original certificate of interment rights has been misplaced, the cemetery owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.

- In accordance with the By-Law of the cemetery, the following restrictions on the transfer of interment rights apply: see Item 7 of the Cemetery By-Law No. 3187-19 and amendments thereto.
- The certificate of interment rights shall not be issued until the interment rights have been paid for in full.
- Interment Rights      Adult Lots - see Item 8.8, By-Law No. 3187-19  
Capacity:              Cremation Lots see Item 8.9, By-Law No. 3187-19  
                                Infant Lots— see Item 8.10, By-Law No. 3187-19
- Markers and Monuments:      see Section 13 of Cemetery By-Law No. 3187-19 and amendments thereto.



SCHEDULE "B"

Interment Rights Holder Certificate
Woodland Cemetery



The Corporation of the Municipality of Wawa
40 Broadway Avenue, P.O. Box 500
Wawa, ON P0S 1K0
Telephone: (705) 856-2244
Facsimile: (705) 856-2120

This indenture made, in duplicate, this \_\_\_ day of \_\_\_

BETWEEN: The Corporation of the Municipality of Wawa
(hereinafter called the Grantor)
OF THE FIRST PART

AND: \_\_\_\_\_ (Name of Certificate Holder)
\_\_\_\_\_ (Address)
(hereinafter called the Grantee(s))
OF THE SECOND PART

WITNESSES that for the sum of \$ \_\_\_\_\_ (Sale price) plus \$ \_\_\_\_\_ (HST on sale)
HST paid to the Grantor, of which the sum of \$ \_\_\_\_\_ (Care and Maintenance Fund Allocation)
is set aside In Trust for Care and Maintenance in accordance with provisions of the FBCSA,
2002, the Grantor hereby sells to the Grantee interment rights in the single grave in
Woodland Cemetery:

Table with 3 columns: Section, Row, Lot

as shown on the plan approved by the Minister of Government and Consumer Relations and
having the dimensions of:

Table with 2 columns: Width (meters/feet), Length (meters/feet)

subject to the provisions of the FBCSA, 2002, and the Regulations in effect thereunder, and
subject to the approved By-Laws of the Grantor which may be in effect from time to time.

The Grantee, by acceptance of this indenture indicates that the by-law governing the
operation of the cemetery have been received and read and agrees to be guided by the
said by-law as well as the provisions of the FBCSA, 2002, as if these were included as part
of this indenture.

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

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

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

Purchaser Signature

Cemetery Administrative Clerk Signature

Purchaser Signature

Date

## SCHEDULE "C"

## Price List Woodland Cemetery



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

Prices are shown for Residents and Non-Residents:

1. "Resident" for the purposes of the purchase of Interment Rights means a person who resides in the Municipality of Wawa or who is the owner or tenant of land in the Municipality of Wawa, or the spouse of such owner or tenant.
2. The following Trusting Provisions are in effect and are shown as the Care and Maintenance Fee:

Adult Lot	40% of the purchase price or \$250.00, whichever is greater
Cremation Lot	40% of the purchase price or \$250.00, whichever is greater
Infant Lot	40% of the purchase price or \$150.00, whichever is greater
Niches	15% of the purchase price or \$100.00, whichever is greater

### SALE OF INTERMENT RIGHTS

Please refer to the Cemetery By-Law in its entirety for complete rules and regulations.

### LOT SALES

Description	General Fund	Care & Maintenance Fund	HST	Total
Adult Lot	\$250.00	\$250.00	\$65.00	\$565.00
Infant / Cremation Lot	\$150.00	\$150.00	\$39.00	\$339.00
Niche	\$150.00	\$100.00	\$32.50	\$282.50

### INTERMENT / DISINTERMENT FEES

Description	Adult Casket			Infant Casket/Cremation		
	Fee	HST	Total	Fee	HST	Total
Interment: Monday - Friday, 8:00 am - 3:00 pm	\$750.00	\$97.50	\$847.50	\$150.00	\$19.50	\$169.50
Interment: Monday - Friday, after 3:00 pm	\$950.00	\$123.50	\$1,073.50	\$225.00	\$29.25	\$254.25
Interment: Saturday	\$1,125.00	\$146.25	\$1,271.25	\$305.50	\$39.72	\$345.22
Interment: Sunday/Holidays	\$1,500.00	\$195.00	\$1,695.00	\$500.00	\$65.00	\$565.00
Shells over Feet Wide (additional fee)	\$150.00	\$19.50	\$169.50	\$150.00	\$19.50	\$169.50
Disinterment/Reinterment	\$3,498.00	\$454.74	\$3,952.74	\$478.00	\$62.14	\$540.14
Winter Fees (December 1 to April 30)	\$2,250.00	\$292.50	\$2,542.50	\$2,250.00	\$292.50	\$2,542.50

Description	Niche Wall (Single)			Niche Wall (Companion)		
	Fee	HST	Total	Fee	HST	Total
Interment: Monday - Friday, 8:00 am - 3:00 pm	\$600.00	\$78.00	\$678.00	\$1,200.00	\$156.00	\$1,356.00
Interment: Monday - Friday, after 3:00 pm	\$750.00	\$97.50	\$847.50	\$1,500.00	\$195.00	\$1,695.00
Interment: Saturday	\$900.00	\$117.00	\$1,017.00	\$1,800.00	\$234.00	\$2,034.00
Interment: Sunday/Holidays	\$1,200.00	\$156.00	\$1,356.00	\$2,400.00	\$312.00	\$2,712.00
Disinterment/Reinterment	\$185.00	\$24.05	\$209.05	\$370.00	\$48.10	\$418.10
Winter Fees (December 1 to April 30)	\$2,250.00	\$292.50	\$2,542.50	\$2,250.00	\$292.50	\$2,542.50

**MONUMENT (MARKER) – CARE AND MAINTENANCE FUND**

Description	Fee	HST	Total
Flat marker measuring less than 173 square inches	\$0.00	\$0.00	\$0.00
Flat marker measuring at least 173 square inches	\$50.00	\$6.50	\$56.50
Upright marker measuring four (4) feet or less height, and four (4) feet or less in length, including the base	\$100.00	\$13.00	\$113.00
Upright marker measuring more than four (4) feet in either height or length, including the base	\$200.00	\$26.00	\$226.00

**SUPPLIES AND SERVICES**

Description	Fee	HST	Total
Transfer of Interment Rights	\$20.00	\$2.60	\$22.60
Duplicate Certificate of Interment Rights	\$20.00	\$2.60	\$22.60
Monument or Marker Staking Order Fee	\$20.00	\$2.60	\$22.60
Out of Town Death Registration (burial permit)	\$13.27	\$1.73	\$15.00

**Interment Services Contract  
Woodland Cemetery**



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

Grave Warrant Number			
Plot Number			
Name of Deceased			
Date of Birth			
Place of Death			
Date of Death			
Next of Kin			
Date of Interment			
Time of Interment			
Type of Interment			
Type of Container			
Funeral Director			
Funeral Home			
Payment Method			
Billing Information			
Interment Rights Holder(s)			
Address			
Information Supplied by			
Notes			
<b>INTERMENT COSTS:</b>	<b>FEE</b>	<b>HST</b>	<b>TOTAL</b>
Interment Fee			

It is agreed between the parties that this contract is subject to the By-Law of the Municipality of Wawa with respect to the Woodland Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by this By-Law, a copy of which is attached, and that the Conditions of Contract attached have been read and understood.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Cemetery Administrative Clerk Signature

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

SCHEDULE "E"

Letter of Permission to Bury  
Woodland Cemetery



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

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

I/we, the undersigned \_\_\_\_\_  
owner(s) of the Interment Rights of the lot described as \_\_\_\_\_  
in the Woodland Cemetery, Wawa, ON do grant permission for the burial of:

**(Print Full Name and the Type of Burial - Casket or Cremation)**  
in the aforementioned cemetery lot.

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

Please Print Name(s) of Interment Rights Holders

Signature(s)

_____	_____
_____	_____
_____	_____
_____	_____

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

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

SCHEDULE "F"

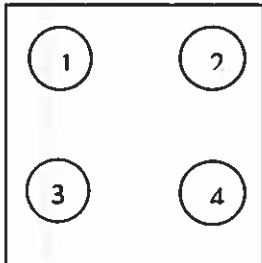
**Burials Permitted per Grave Type  
Woodland Cemetery**



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

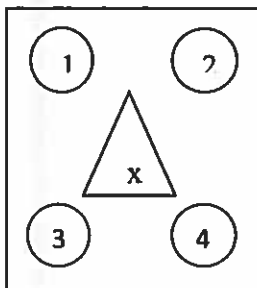
1. Adult Lots may have a total of one (1) burial in any single lot except as follows:

**OPTION #1**



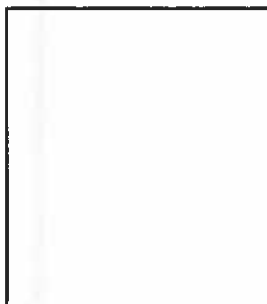
Four (4) cremated remains

**OPTION #2**



One (1) Standard burial and four (4) cremated remains

**OPTION #3**



A 60.96 x 30.48 cm (24" x 12") infant container may be buried at the approval of the director in a single lot in which a casket containing human remains has been buried, provided space is available.

SCHEDULE "G"

Grave Warrant  
Woodland Cemetery



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

Grave Warrant Number: \_\_\_\_\_

**TO:** Infrastructures Services Department

**RE: Opening and closing of Lot**

You are hereby required to make a grave in:

Plot Number: \_\_\_\_\_

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

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

Type:     Casket                       Cremation                       Niche

Container:                       Yes                       No

If Yes, Type: \_\_\_\_\_

1	2
3	4

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

Date and Time of Internment: \_\_\_\_\_

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

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

\_\_\_\_\_  
(please print name - staked by)

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

\_\_\_\_\_  
(please print name - dug by)

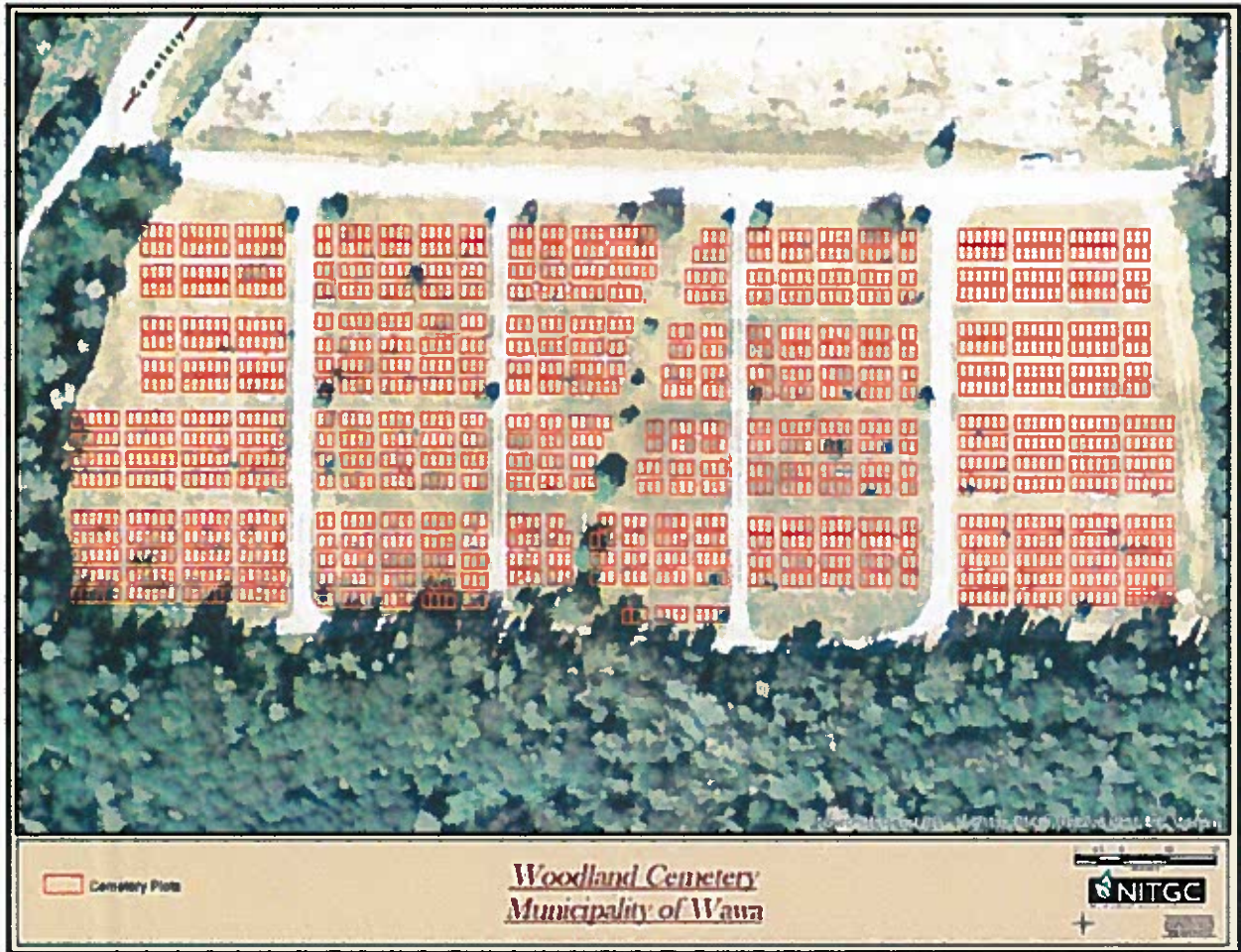
Date: \_\_\_\_\_

SCHEDULE "H"

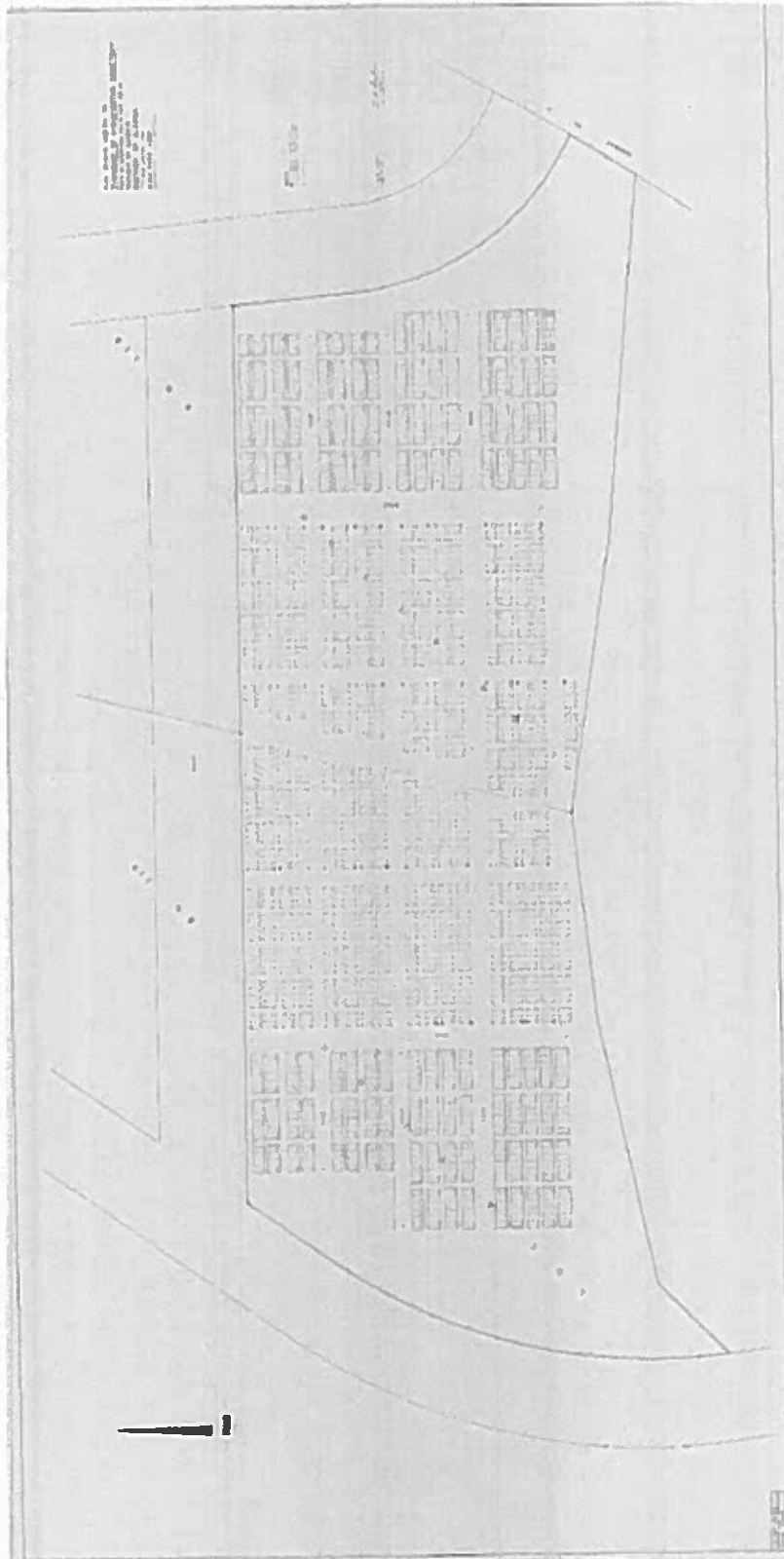
Map of Cemetery



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120







**SCHEDULE "I"**

**Disinterment Form**



The Corporation of the Municipality of Wawa  
 40 Broadway Avenue, P.O. Box 500  
 Wawa, ON P0S 1K0  
 Telephone: (705) 856-2244  
 Facsimile: (705) 856-2120

HST REGISTRATION NO. R108133414

Telephone (705) 856-2244

PLOT NUMBER		
SECTION	ROW	LOT

REQUESTOR	
NAME	
ADDRESS	
PHONE	
DATE	
RELATIONSHIP TO DECEASED	

DETAILS OF DISINTERMENT	
NAME OF DECEASED	
DATE OF BIRTH	
DATE OF DEATH	
REASON FOR DISINTERMENT	
LOCATION OF RE-INTERMENT	
PERSON(S) TO BE PRESENT	
PROPOSED DATE	
PROPOSED TIME	

FEE	
Disinterment	
HST (Where applicable)	
<b>TOTAL FEE</b>	

I hereby consent that the cremated remains of the deceased named above may be disinterred or removed from the lot stated.

\_\_\_\_\_  
 NAME (PRINT)

\_\_\_\_\_  
 SIGNATURE

SCHEDULE "J"

Monument Installation Form



The Corporation of the Municipality of Wawa
40 Broadway Avenue, P.O. Box 500
Wawa, ON P0S 1K0
Telephone: (705) 856-2244
Facsimile: (705) 856-2120

Monument Company: Name/Address: \_\_\_\_\_

Interment Rights Holder(s): Name/Address: \_\_\_\_\_

Name(s) Appearing on the Monument: \_\_\_\_\_

Woodland Cemetery Plot Number: \_\_\_\_\_

Instructions for marking the placement of the marker or monument: \_\_\_\_\_

Dimension in the case of a flat marker: \_\_\_\_\_

In the case of a monument:
The dimensions of the die, height, width, length \_\_\_\_\_
The dimensions of the base, height, width, length \_\_\_\_\_
The dimensions of the foundation-height, width, length \_\_\_\_\_
The overall size of the monument \_\_\_\_\_
A description of the monument, colour and design \_\_\_\_\_

The appropriate amount of the Care and Maintenance Fund in relation to the size of the marker/monument as set out in the Cemeteries Act, R.S.O. 1990, must accompany the monument. Fees payable to the Municipality of Wawa are as follows.

Check off appropriate size of monument for invoicing:

- Flat marker measuring at least 173 square inches \$50.00
Upright marker measuring 4 feet or less and 4 feet or less in length \$100.00
Upright marker measuring 4 feet either height or length/including base \$200.00

Please refer to Municipality of Wawa By-Law No. 3187-19 regarding regulations.

Date of Installation: \_\_\_\_\_

Signature of Monument Company Official

Municipality of Wawa
Signature of Official marking plot

Date

Date

Fax completed form to 705-856-2120



SCHEDULE "L"

**Affidavit for Lost/Missing Interment Certificate**



The Corporation of the Municipality of Wawa  
40 Broadway Avenue, P.O. Box 500  
Wawa, ON P0S 1K0  
Telephone: (705) 856-2244  
Facsimile: (705) 856-2120

To Whom It May Concern,

I, \_\_\_\_\_, am the Interment Rights Holder for Plot(s) \_\_\_\_\_ at the Woodland Cemetery.

I attest that I have lost my original Interment Rights Certificates. I take full responsibility for any actions that may arise from misrepresentations stated herein.

A replacement certificate is not required as I intend to transfer my plot back to the Municipality of Wawa.

Please send a replacement certificate to:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DECLARED before me at )  
The Municipality of Wawa )  
In the District of Algoma )  
In the Province of Ontario )  
This \_\_\_ day of \_\_\_\_\_ )  
 )  
 )  
 )  
\_\_\_\_\_)  
A Commissioner, etc. )

\_\_\_\_\_  
(Declarant)

## SCHEDULE "M"

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**Conditions of Contract**


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The Corporation of the Municipality of Wawa  
 40 Broadway Avenue, P.O. Box 500  
 Wawa, ON P0S 1K0  
 Telephone: (705) 856-2244  
 Facsimile: (705) 856-2120

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**CONDITIONS OF CONTRACT**  
 As per By-Law 2019

**THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:**

Adult Lot	40% of the purchase price or \$250, whichever is greater
Child/Infant Lot	40% of the purchase price or \$150, whichever is greater
Niche	40% of the purchase price or \$100, whichever is greater

**CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:**

Flat marker, less than 173 square inches	\$0
Flat marker, 173 square inches or more	\$50
Upright monument up to 4 feet in height or width	\$100
Upright monument more than 4 feet in height or width	\$200

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

The rights of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used.

- The cemetery owner shall repurchase the interment rights within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount the cemetery owner paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect to the interment rights.
- In accordance with the By-Laws of the Cemetery, the following restrictions on the exercising of the interment rights apply:
  - No burials shall take place between December 1<sup>st</sup> and April 30<sup>th</sup>, unless weather permits an extension, or the Winter Burial fee is paid in full.
  - The Director or his designate, or someone in the employ of the Corporation shall be in attendance at each interment.
  - Persons requesting interments in lots or plots shall be held responsible for charges incurred.
  - Not more than one burial shall be made in any single adult lot except as follows, (i) the cremated remains of not more than four (4) persons; (ii) one (1) standard burial and four (4) cremated remains; (iii) two (2) cremated remains and two (2) infants; or (iv) a 24 inch by 12 inch infant container may be buried at the approval of the Director in a single lot in which a casket containing human remains has been buried, provided space is available.
  - Remains to be buried in a lot must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. Such container must be a size to permit burial within the size of the lot.
  - No interment rights certificate will be issued until all indebtedness has been satisfied.
  - Notice of interment shall be made at least 24 hours in advance, 8 hour hours in which must be regular working hours.
  - No interments will be conducted on Sunday or Statutory Holidays, unless ordered to do so by a representative of the Ministry of Health.
- In exercising the interment rights contracted herein, the following documents are required:
  - Burial Permit or Certificate of Cremation;
  - Written Interment Order from the Rights Holder or their representative has been deposited with a Cemetery Official along with the prescribed fee for the opening of the grave or niche.
- In accordance with the By-Laws of the cemetery the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery:
  - All lots and plots shall be maintained and kept properly graded, sodded and mown by employees of the Corporation. No person shall do any work upon a burial lot without the permission of the Director. All plantings must be approved by the Director.
  - Borders, fences, railings, walls, cut-stone coping and hedges are prohibited.
  - No marker or other structure shall be erected or permitted on a lot until all charges have been paid in full, and installation approved by the Director.
  - Installation of monuments, markers and foundations shall be arranged with the Rights Holder through monument dealers or contactors.
  - No monument or marker to be delivered to the cemetery without the Request for Installation Form submitted to the cemetery official.
  - Candle holders and vases may constitute part of the monument
- If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
- In accordance with the By-laws of the cemetery, the following restrictions on the transfer of interment rights apply:
  - Interment rights in lots and plots may be purchased from the Corporation at the rates and according to the plans filed with the Ministry.
  - The prices for Interment Rights include the application portion for deposit to the Cemetery's Care and Maintenance Fund.
  - Purchaser of Interment Rights acquire only the right and privilege of burial of the dead and, constructing or placing monuments subject to the Cemetery by-law.
  - The Interment Rights Holder may require the Cemetery to repurchase the rights at any time before they are used. The Cemetery shall repurchase the Rights within thirty (30) days from the date that the request was received.
  - No refund will be made for any lot if any Interment Rights have been exercised.
- The resale of interment rights by the purchaser is prohibited.
- The certificate of interment rights shall not be issued until the interment rights have been paid for.

**A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDE THE FOLLOWING CANCELLATION RIGHTS:**

- The purchaser has the right to cancel the contract within the thirty-day period following the day that the contract is made.
- The purchaser's right to cancel survives the thirty-day period until such time as the cemetery owner provides the cemetery supplies and services.
- The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty-day period immediately following the day the contract is made.
- The purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than thirty days after the contract is made. Such service is the lesser of 10% of the amount paid by the purchaser for the pre-need supplies or services, together with any income earned by the cemetery owner of the 10% since the purchase or \$200.00