

THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY

**BY-LAW NUMBER 2022-47**

TO ADOPT RULES AND REGULATIONS THAT GOVERN  
TOWNSHIP OF MADAWASKA VALLEY CEMETERY  
(also known as "Combermere Methodist Cemetery")

**WHEREAS** the rules and regulations have been approved by the *Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA)*;

**AND WHEREAS** the Council of the Corporation of the Township of Madawaska Valley hereby deems it desirable to pass such a By-law;

**NOW THEREFORE**, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MADAWASKA VALLEY ENACTS AS FOLLOWS:

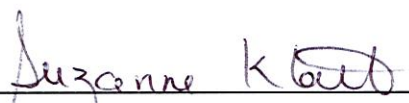
1. **THAT** the operation of the Township Cemetery, in addition to the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* and Regulations thereto, be governed by the terms and conditions as set out in the attached **Schedule 'A'** attached to and which forms part of this Bylaw.
2. **THAT** the fees for Township Cemetery are set out in the Township Schedule of Fee By-law and may be amended by Council from time to time.
3. **THAT** the Council of the Corporation of the Township of Madawaska Valley hereby authorizes and directs the Mayor and the Township CAO/Clerk to execute this By-law which sets rules and regulations for the care and control of the Township Cemetery.
4. **THAT** this Bylaw shall come into full force and effect on and after the approval of the Cemeteries Regulations Unit of the Ministry of Consumer Services.
5. **THAT** all other By-laws or parts of By-laws dealing with the care and control of the Township Cemeteries are hereby rescinded.

**READ A FIRST AND SECOND TIME THIS 19<sup>th</sup> DAY OF April, 2022.**

**READ A THIRD TIME AND FINALLY PASSED THIS 19<sup>th</sup> DAY OF April, 2022.**

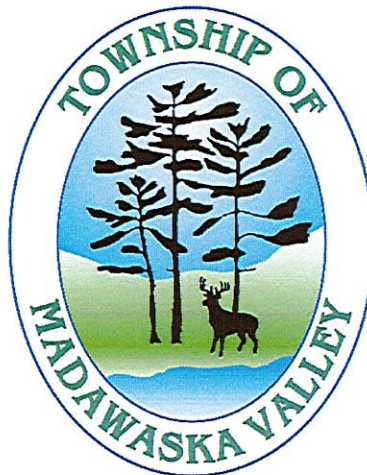


  
MAYOR – Kim Love

  
CAO/CLERK – Suzanne Diane Klatt

# TOWNSHIP OF MADAWASKA VALLEY CEMETERY

Schedule 'A' to Bylaw 2022-47



Township of Madawaska Valley

85 Bay Street, Barry's Bay, ON K0J 1B0  
Tel. (613) 756-2747 Fax (613) 756-0553

[www.madawaskavalley.ca](http://www.madawaskavalley.ca)

An accessible electronic version of this document is available at  
[www.madawaskavalley.ca](http://www.madawaskavalley.ca)

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## SECTION 1 - DEFINITIONS

**Burial:** The opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

**Bylaws:** The rules and regulations under which the Cemetery operates.

**Care and Maintenance Fund:** It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 and 184/12 (O. Reg. 30/11 & 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.

**Cemetery Operator:** Means the Corporation of the Township of Madawaska Valley.

**Contract:** For purposes of this by-law, all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-law, a copy of the Consumer Information Guide and the Price List.

**Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

**Grave:** (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

**Interment Right:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, or plot and direct the associated memorialization.

**Interment Rights Certificate:** The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

**Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.

**Lot:** For the purposes of this Bylaw a lot is a single grave space. Dimensions for a single grave is 4ft. x 10ft.

**Plot:** For the purpose of this Bylaw a plot is a parcel of land, sold as a single unit, containing two lots.

**Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a burial lot.

**Monument:** Any permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial or lot.

**Non-Resident:** Means a person who is not a resident elector as defined in the *Municipal Elections Act, 1996, S.O. 1996*, as amended from time to time, and who is not a resident of the Municipality as defined herein;

**Resident:** Means a registered owner of property in the Municipality, or a person who qualifies as a resident elector as defined in the *Municipal Elections Act, 1996, S.O. 1996*, or the spouse or dependent child of such an owner or resident elector.

**Secondary Interment:** For the purpose of this Bylaw, secondary interment shall mean the interment of cremated remains into a lot where a primary interment has been exercised.

## **SECTION 2 – GENERAL INFORMATION**

### **2.1 Locations and Hours of Operation**

#### Township Office Location

85 Bay Street, Barry's Bay, ON, K0J 1B0

#### Township Office Hours

Monday 9:00 a.m. to 4:00 p.m.

Tuesday to Friday 8:00 a.m. to 4:00 p.m.

#### Cemetery Locations

The Township of Madawaska Valley Cemetery  
(Combermere Methodist Cemetery)  
20 White Pine Crescent  
Combermere, Ontario

#### Cemetery Hours of Operation

Cemetery Visitation Hours: Sunrise to Sunset

\*Cemetery is open in winter months for visitation however, driveways are not maintained.

Burial of Cremated Remains:(By appointment)

Monday 9:00 a.m. to 4:00 p.m.

Tuesday to Friday 8:00 a.m. to 4:00 p.m.

Winter Burials:

The winter season shall be deemed to be from the first of November to April 30th, or as weather permits. No interments shall take place during this period.



## **2.2 Conduct**

The Township reserves full control over the Cemetery operations and management of land within the Cemetery grounds.

No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flowers, wild or cultivated, within the Cemetery.

No person shall change the grading of any lot. In the case of such change, the Cemetery Operator may restore the lot to its original grade at the expense of the Right Holder(s).

No person will make any walkways, cut any sod or move markers anywhere in the Cemetery.

No open flames including candles are permitted on Cemetery property, unless prior approval has been granted by the Cemetery Operator.

The dumping of domestic refuse (household garbage, yard debris, construction materials, etc.) is prohibited within the Cemetery grounds.

No pets are permitted in the Cemetery, except service animals.

Vehicles within the Cemetery, apart from Cemetery vehicles, shall not leave the roadways or park on the grass unless instructed to do so. Overnight parking on Cemetery property is prohibited, on exception of Cemetery equipment.

No person shall write upon, deface, mark or injure any monument, fence or other structure in the Cemetery.

Any person disturbing the quiet or good order in the Cemetery by noise or other improper conduct, or who shall violate any provision of this Bylaw, shall be compelled to leave the Cemetery forthwith.

Cemetery property is not to be used for any recreational activities (sports, hunting etc.)

### **2.3 Public Register**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all Cemeteries and Crematoriums to maintain a public register that is available to the public during regular office hours.

### **2.4 Bylaw Amendments**

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

All Bylaw amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the Cemetery is located.
- b) conspicuously posted on a sign at the entrance of the Cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the Cemetery during the previous year, if the Bylaw or Bylaw amendment pertains to markers or their installation.

All Bylaws and Bylaw amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario (BAO).

### **2.5 Right to Resurvey**

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.

### **2.6 Liability**

The Cemetery Operator will take reasonable precautions to protect the property of the Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear. In the event a monument or marker presents a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

## **SECTION 3 – INTERMENT RIGHTS**

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 Bylaw. In accordance with the Cemetery Bylaw, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate and contract 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.

### **3.1 Prices of Interment Rights**

The fees for a lot, plot, memorials/markers, interment, disinterment and any other applicable Cemetery fees as well as Care and Maintenance fund contributions shall be set forth in the Municipality's Schedule of Fees Bylaw.

### **3.2 Contract for an Interment Rights Certificate**

All purchasers of Interment Rights must sign a contract with the Township of Madawaska Valley for the Township Cemetery detailing obligations and acceptance by both parties.

### **3.3 Issue of Certificate**

The Interment Rights Certificate will be issued to only one of the Rights Holder(s) when payment in full has been made including any arrears connected with applicable lot or plot.

### **3.4 Form of Certificate**

Interment Rights will be conveyed in the form of an Interment Rights Contract and Certificate as adopted by the Township of Madawaska Valley.

### **3.5 Limits of Rights**

The Interment Rights belong only to the person or persons named on the Contract and Certificate and there is no transmission of interest through death except by Will or Estate and the issue of a new Interment Rights Certificate and Contract by the Township.

### **3.6 Interment of Rights Holder(s)**

Proof of lot ownership or interment rights must be presented to the Cemetery Operator or designate prior to, or at the time of, interment. If the original Deed or Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time frame to procure a new Deed or Certificate.

### **3.7 Interment of Other Than The Rights Holder(s)**

Written permission by the Interment Rights Holder must be submitted to the Cemetery Operator for any interment other than that of the Interment Rights Holder for each lot (including a lot within a plot).

### **3.8 The Cancellation of Interment Rights**

#### **Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

- A purchaser has the right to cancel an interment 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.

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

- Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator 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 into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract.

## **SECTION 4 – INTERMENT/DISINTERMENT**

### **4.1 Interment Permits**

A burial permit issued by the Divisional Registrar showing that the death has been registered, or in the case of cremation, a Certificate of Cremation, must be deposited with the Township of Madawaska Valley Clerk or designate before an interment may take place. The opening and closing of graves may only be conducted by Cemetery staff or those designated to do work on behalf of the Cemetery.

### **4.2 Responsibility for Charges**

Persons ordering interments will be held responsible for charges.

### **4.3 Standard In-Ground Interment**

- a) Only one (1) full interment may be made in any lot.
- b) In addition to one (1) full interment, two (2) cremated remains may be interred in any lot.
- c) A maximum of three (3) cremated remains can be interred in any lot.

### **4.4 Interment of Rights Holder(s)**

Proof of lot ownership or interment rights must be presented to The Township of Madawaska Valley Clerk or designate prior to, or at the time of, interment. If the original Deed or Certificate is believed to have been lost or destroyed, the Cemetery Operator must be notified immediately in order to accommodate the necessary time period to procure a new Deed or Certificate.

### **4.5 Contagious Disease**

If the body to be interred contains a contagious disease, this must be disclosed, and the cause of death given.

### **4.6 Interment Notice**

The Cemetery Operator shall be given a minimum of 48 hours of notice for each burial of human remains or cremated human remains.

### **4.7 Presence at Interments**

The Cemetery Operator or his or her designate will be in attendance at each interment.

#### **4.8 Disinterment**

All disinterment's will be done in accordance with the *Funeral, Burial and Cremation Services Act* and applicable regulations. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the Township Office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains. 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) as per *Funeral Burial and Cremation Services Act (FBCSA) section 102.1*.

#### **SECTION 5 – MEMORIALIZATION**

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

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

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

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

All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery Operator at the expense of the interment rights holder.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the Cemetery as determined by the Township.

In keeping with the Cemetery Bylaw, only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze, granite or marble.

No monument shall be delivered to the Cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Cemetery Operator.

## **SECTION 6 – CARE AND PLANTING**

A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the Cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of lots or plots
- Maintenance of Cemetery roads
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery landscaping
- Repairs and general upkeep of Cemetery

No person other than Cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the Cemetery.

No person shall plant trees, flowerbeds or shrubs in the Cemetery.

Flowers placed on a grave for a funeral shall be removed by the Cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the Cemetery.

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

Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the Cemetery.

Cut flowers are allowed on all lots must be placed in receptacles.

## **SECTION 7 – CONTRACTOR/MONUMENT DEALER**

Any contract work to be performed within the Cemetery requires the approval of the Township of Madawaska Valley before the work may begin. It is the responsibility of all contractors to report to the Township office and provide the necessary approvals before commencing work at any location on the Cemetery property.

- (a) Prior to the start of any said work, contractors will be required to provide the Township of Madawaska Valley with proof of insurance which has been deemed acceptable by the Municipality's insurer.
- (b) The Cemetery Bylaw applies to all contractors and all work carried out by contractors within the Cemetery grounds.
- (c) Contractors, monument dealers and suppliers shall not enter the Cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Cemetery Operator
- (d) No work will be performed at the Cemetery except during the regular business hours of the Cemetery, unless prior approval has been granted by the Cemetery Operator.
- (e) 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 a disturbance to any funeral or public gathering within the Cemetery.
- (f) 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.





## CEMETERY CONTRACT

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
[www.madawaskavalley.ca](http://www.madawaskavalley.ca)

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### PURCHASER INFORMATION

Name: \_\_\_\_\_ (hereinafter the Purchaser),  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### RIGHTS HOLDER INFORMATION (if different from the Purchaser)

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### RIGHTS HOLDER #2 INFORMATION (if different from the Purchaser)

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Home Tel. Number: \_\_\_\_\_ Alt. Tel. Number: \_\_\_\_\_  
Email: \_\_\_\_\_

THIS CONTRACT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

### BETWEEN

The Township of Madawaska Valley

### AND

The Purchaser

Concerning Cemetery Interment Rights for the recipient(s) as identified  
in this contract.

-----  
The Purchaser [if different than the Recipient(s)] represents being legally authorized or charged with the responsibility for the Recipient(s) Cemetery Interment Rights specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.



APPENDIX 'A1'

INTERMENT RIGHTS CERTIFICATE

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
[www.madawaskavalley.ca](http://www.madawaskavalley.ca)

Interment Rights Certificate #

Pursuant to the Funeral, Burial & Cremation Services Act, 2002 and all the amendments thereto, BETWEEN:

The Township of Madawaska Valley Operating	Township of Madawaska Valley Cemetery (also known as Combermere Methodist Cemetery)
Address:	20 White Pine Crescent, Combermere, Ontario, K0J 1B0
Hereinafter called "The Cemetery Owner"	

AND \_\_\_\_\_, Hereinafter called "The Purchaser"

The total sum of \$ \_\_\_\_\_ has been paid to the Cemetery Owner of which \$ \_\_\_\_\_ is set aside in trust for the Care and Maintenance Fund with the Treasurer of the Township of Madawaska Valley-Cemetery Owner, in accordance with the provisions set out in subsection 53(14) of the *Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11*.

The Cemetery Owner hereby sells to the Purchaser, Burial Rights in the below named Block and Lot as shown on the approved plan of the Cemetery. Subject to the provisions of the *Funeral, Burial & Cremation Services Act, 2002 or Ontario Regulation 30/11* in effect thereunder and to the approved Rules and Regulations of the Municipality, which may be in effect from time to time.

APPENDIX 'A1'

Township of Madawaska Valley Cemetery (also known as Combermere Methodist Cemetery)

**Section:**                      **Row:**                      **Lot:**

Date of Purchase:

The Purchaser, by acceptance of this certificate indicated that the Bylaw governing the operation of the Cemetery have been received and read, and agrees to d the said Bylaw as well provisions of the *Funeral, Burial & Cremation Services Act, 2002* as if these were included as part of this certificate.

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

In WITNESS whereof the Cemetery Owner has affixed its signature by the hands of its proper signing officers this

\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

As per

\_\_\_\_\_  
Signature of Township Clerk or representative

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





APPENDIX 'B'

CANCELLATION OF INTERMENT RIGHTS

Township of Madawaska Valley  
85 Bay Street, Box 1000  
Barry's Bay, ON K0J 1B0  
Tel: (613) 756-2747 Fax: (613) 756-0553  
www.madawaskavalley.ca

By completing this form, the Purchaser seeks to cancel their contract with the Township of Madawaska Valley for interment rights. This form will only be accepted if the following has been satisfied:

- The Purchaser has provided the Municipality with the original Interment Rights Contract/Certificate
- Cancellation complies with the provisions set forth in the *Funeral, Burial & Cremations Services Act, 2002, S.O. 2002, c.33.*

If any portion of the interment rights has been exercised, by the purchaser, or the interment rights holder(s) cancellation of the contract will not be permitted.

PURCHASER INFORMATION

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

Certificate No.: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

☐ Cancellation of Interment Rights WITHIN 30 Day Cooling-Off Period

☐ Cancellation of Interment Rights AFTER 30 Day Cooling-Off Period

(Refund is subject to the cost of interment rights, less the amount deposited into the Care and Maintenance Fund, in accordance with the provisions set out in the *Funeral, Burial & Cremation Services Act, 2002*)

I, \_\_\_\_\_, (please print) hereby cancel all interest in the interment rights as provided in the Interment Rights Contract/Certificate No. \_\_\_\_\_.

Upon payment of all applicable refunds, the Agreement for Interment Rights between the Township of Madawaska Valley and the 'Purchaser' will be terminated.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Township Clerk or Representative Date