

BYLAW NO. 94-349

AMENDED B
BYLAW * 591^

OF THE CORPORATION OF THE TOWNSHIP OF TEMAGAMI

BEING A BY-LAW GOVERNING the operation of the Temagami Cemetery, (Whispering Pines) pursuant to the Cemeteries Act (Revised), Revised Statutes of Ontario 1990, Chapter C-4 and Regulations.

NOW THEREFORE, the Council of the Corporation of the Township of Temagami enacts as follows:

I. GENERAL ADMINISTRATION

Definitions

Owner: means the Corporation of the Township of Temagami

Burial Permit Issuer: means the Division Registrar or their appointed agent

Contract Issuer: means the Municipal Clerk or his authorized agent

Cemetery: Whispering Pines Cemetery

Cemetery Manager: means the Township of Temagami Public Works Cemetery Foreman in charge of the cemetery operations, or his designate

Lot: means single grave space

Plot: means multiple lots

Ministry: means the Ministry of Consumer and Commercial Relations

Marker, means a permanent memorial structure mounted flush with the ground

Monument: means a permanent memorial structure that is not flush with the ground

II SALE AND TRANSFER OF LOTS

Price of Lots

Interment rights to lots shall be sold at prices set by the Owner and filed with the Ministry.

Contract

All purchasers of interment rights must sign a contract with the Temagami Cemetery, as adopted by the Owner and filed with the Ministry, detailing obligations of both parties and acceptance of the by-laws.

No Resale

No Interment Rights may be resold.

Transfer of Rights

If Interment Rights are transferred, the Rights Holder(s) must return the Interment Rights Certificate to the Owner, who will then issue a new certificate to the transferee.

Form of Certificate

Interment Rights shall be conveyed by such form of Interment Rights Certificate as adopted by the Owner and filed with the Ministry.

Issue of the Certificate

The Interment Rights Certificate shall be issued to only one of the Rights Holder(s) and only after all arrears connected with the lot have been paid in full.

Limits of Rights

The Interment Rights belong only to the persons named on the Certificate and there is no transmission of interest through death.

Cancellation

The Rights Holder(s) may at any time cancel the contract and have the Cemetery repurchase the Interment Rights, if no rights have yet been exercised subject to the following conditions:

The repurchase price shall be calculated as the original price paid minus the portion deposited in the Care and Maintenance Fund.

Arrears

No rights shall be exercised, transferred or services provided unless all arrears connected with the lots have been paid in full.

III INTERMENTS

Permits

A burial permit issued by the Division Registrar showing that the death has been registered or in the case of cremation, a Certificate of Cremation must be deposited with the Cemetery Foreman before an interment may take place.

Written Permission

Written permission must be submitted to the Owner for any interment, other than the Interment Rights Holder for each lot.

Charges Incurred

Persons ordering graves will be held responsible for charges.

Cremation Interments

Two cremation interments allowed per lot.

Lower Animals

Bodies of any lower animals shall not be placed in the cemetery.

Disinterments

All disinterments will be done in accordance with the Cemeteries Act.

Arrears

No interment or other services or supplies will be provided for a lot until all arrears connected with that lot have been paid in full.

IV MONUMENTS AND MARKERS

Lot

No more than one monument may be erected or placed on any lot. Flat markers flush with the ground and no wider than 32 inches (apron included) are allowed on any lot.

Foundations

All monuments taller than one foot shall have a four inch thick floating slab with reinforcing steel, surrounded by a four inch apron outside the foundation.

Installments

All markers are to be installed with the Manager or his designate assistant present.

Care and Maintenance

All markers installed in the Cemetery shall have the proper amount of money deposited in the Care and Maintenance Fund as regulated in the Cemeteries Act.

Height, Width and Thickness of Flat Markers

Flat markers must be not more than 4 inches thick and not more than 18 inches in length and 18 inches in width, and have a concrete apron around the marker to a depth of 4 inches and be flush mounted at ground level.

Height, Width and Thickness of Monuments

Monuments must conform to the following restrictions:

Adult & Child: Maximum size 4 feet in height, 32 inches in width and
8 inches in thickness - monuments 2 feet or less in
height must be 6 inches thick for a single plot.

Corner Posts

Length - 6 inches; Width - 6 inches; Height - 4 inches; flush mounted at ground level.

Footstones

One foot wide by 6 inches deep by 4 inches thick; flush mounted at ground level.

Type of Material

All markers or monuments must be constructed solely of natural stone or bronze.

Inscription

No inscription shall be placed on any marker which, in the opinion of the Cemetery Committee, is not in keeping with the dignity and decorum of the Cemetery.

Repair of Monuments

Any monument tested and found to be unable to resist a horizontal force of 50 ft/lbs. measured between 1' and 5' above the ground shall be laid down .

Arrears

No marker may be installed on a lot until all arrears connected with that lot have been paid in full.

Removal

The Cemetery reserves the right to remove any markers found to be in contravention of these regulations.

V PURCHASE OF PLOTS

PURCHASE PRICE

	Resident	Non Resident
Adult Lot& Child Lot	\$150.00	\$300.00
Provincial License Fee	\$ 0.00	\$ 10.00

VI CEMETERY SUPPLIES AND SERVICES

Purchase Price

Adult Interment Fee	\$175.00	\$175.00
Child Interment Fee	\$75.00	\$75.00
Perpetual Care Fund	\$150.00	\$150.00
Care and Maintenance Fund		
For Marker Installation:		
Monuments	\$100.00	\$100.00
Markers	\$50.00	\$50.00
Foundation Layout	\$ 25.00	\$ 25.00
Corner Post Layout \$ 25.00	\$25.00	
Transfer Interment Rights	\$25.00	\$ 5.00
Disinterment	\$500.00	\$1000.00

VII PLANTING AND FLOWERS

Fresh Flowers and Smaller Pots - Fresh flowers and smaller pots may be placed on a grave to commemorate special occasions, however, the Cemetery assumes no responsibility and will remove these and the containers when they become unsightly.

Flower Beds - No flowers or flower beds may be planted on the ground except in an area 12 inches in front of the monument, and no longer than the foundation. Flowers in vases are permitted in front of the monument only. No glass vases are permitted.

Trees and Shrubs -Only pyramid or globe cedars are permitted. The Owner reserves the right to remove any that do not conform, due to type or shape, and prune any that grow to large.

Animals Prohibited

No animals shall be permitted in the Cemetery.

Chairs, Trellis, Prohibited

No chair or bench, wooden or wire trellis, arch or iron rods or similar articles shall be brought to and left upon the lots.

Portable Articles

The Owner will not be responsible for loss or damage to any portable articles left in the Cemetery.

VIII ACCESS TO CEMETERY GROUNDS

Children under the age of 12 years shall not be permitted on the grounds, except in the charge of an adult who shall be responsible for their good conduct.

Attached hereto and forming part of this by-law are the following schedules:

Schedule 'A' being the contract for the purchase of interment rights;

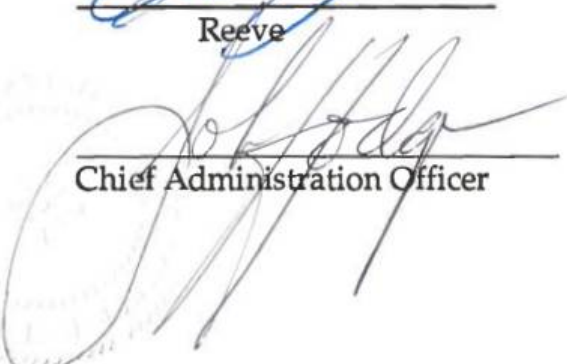
Schedule 'B' being the contract for the purchase of cemetery supplies and services; and,

Schedule 'C' being the Certificate of Interment Rights.

READ A FIRST, SECOND AND **THIRD** time and finally passed this H[^]day of
July, 1994.



Reeve



Chief Administration Officer

This is Schedule 'A' to By-Law No. 94-346^{^c1} of the
Corporation of the Township of Temagami

Reeve

CAO

CONTRACT FOR THE PURCHASE FOR
INTERMENT RIGHTS

THIS AGREEMENT made and executed in duplicate this day of _____
_____, 19__.

IN PURSUANCE OF the Cemeteries Act (Revised) and regulations and all amendments
thereto.

BETWEEN: the Corporation of the Township of Temagami
hereinafter called the "Owner"

AND

Name of Purchaser

Address

hereinafter called the "Purchaser"

Whereas the Purchaser wishes to purchase from the Owner the interment rights
described below in the: [] Whispering Pines

DESCRIPTION:

Adult Lot Section Row Lot Dimensions x _____
& Child Lot

having a volume of cubic as shown in the approved plan of the
Cemetery.

THEREFORE, the Owner and Purchaser agree as follows:

1. PURCHASE PRICE - The total purchase price shall be _____
dollars(\$), which sum includes the charger and all applicable taxes as
itemized below:

[] Adult & Child Lot	\$ _____
[] Other (Burial within existing occupied grave	\$ _____
[] Care & maintenance	\$ _____
Subtotal	\$ _____
G.S.T. (where applicable)	\$ _____
Total Sale	\$ _____

2. CARE AND MAINTENANCE - Forty percent (40%) of the purchase price set out in Clause 1 to this Contract shall be set aside for the care and maintenance fund and deposited with the Trustee of the Care and Maintenance Fund, provided that the minimum amount to be set aside shall be \$150.00.
3. RESALE - Resale of interment rights by the Purchaser is prohibited.

Original - Purchaser Copy - Owner

4. CEMETERY BY-LAWS - Copies of the By-laws governing the operation of the Cemetery and the exercise of interment rights in the Cemetery, hereinafter referred to as the "By-Laws", are attached hereto and have been received and read, and the Purchaser agrees to be guided by the said By-laws, as well as the provisions of the Cemeteries Act (Revised) and regulations made thereunder, as if there were respecting cemetery supplies and services from a source other than the Cemetery.
5. CERTIFICATE OF INTERMENT RIGHTS - A Certificate of Interment Rights will not be issued until the interment rights have been paid for.
6. REPURCHASE BY CEMETERY OWNER - Subsection 23 (1) of the Cemeteries Act (Revised) provides that an interment rights holder may require, by written demand, the Owner to repurchase the rights at any time before they are used. Subsection 30 (1) of the Regulation further provides that the repurchase price shall be determined by establishing the amount paid by the Purchaser for the rights (as set out in Clause 1 of this Contract) less the amount the Owner paid into the Care and Maintenance Fund in respect of the interment rights (percentage set out in Clause 2 of this Contract).
In accordance with these requirements, the repurchase price to be paid by the Owner for each lot to which the interment rights relate shall be:

_____ dollars (\$)_____

7. LIMITATIONS - RESTRICTIONS - The following limitations and restrictions apply to the exercise and transfer* of the interment rights:
*NOTE: "Transfer" means a gift, bequest or other transfer made without consideration.
8. DOCUMENTS - Before a person may exercise the interment rights, the following documents must be provided to the Owner:

☐ Interment Order

☐ Certificate of Interment Rights

☐ Other (specify)_____
9. CONDITIONS OF CONTRACT - It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an interment right:

- (a) the purchaser shall give notice of the transfer* to the cemetery owners and return the original Certificate of Interment Rights to the Owner: and
- (b) the Owner shall issue a new Certificate of Interment Rights to the transferee. O.Reg. 132/92, s. 27 (3).

*NOTE: "Transfer" means a gift bequest or other transfer made without consideration.

10. DATE OF PURCHASE- ____ I ____ / ____ I

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Signature of Owner
(or licensed representation)

Witness

Signature of Purchase

This is Schedule 'B' to By-law No. 94³⁴³ of the
Corporation of the Township of Temagami

Reeve

C.A.O.

CONTRACT FOR THE PURCHASE OF
CEMETERY SUPPLIES AND SERVICES
(AT-NEED)

THIS AGREEMENT made and executed in duplicate this day of
 , 19 .

IN PURSUANCE OF THE Cemeteries Act (Revised) and regulations and amendments
thereto.

BETWEEN: _____
hereinafter called the "Owner"

AND: _____
(Name of the Purchaser)

of _____
(Address)
hereinafter called the Purchaser

WHEREAS the Purchaser wishes to purchase from the Owner the supplies and services
described below:

1. Purchase Price - Total purchase price shall be _____
_____ dollars (\$ _____), which sum includes the
charges and all applicable taxes as itemized below:

[]	Interment Fee	\$ _____
[]	Foundation	\$ _____
[]	Amount to Care and Maintenance Fund For Marker Installation	\$ _____
[]	Other	\$ _____
[]	Ontario License Fee (inclusion optional)	\$ _____
[]	SUBTOTAL	\$ _____
[]	GST (#R)	\$ _____
[]	BALANCE DUE	\$ _____

2. DATE OF PURCHASE - ____ / ____ / ____

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

SIGNED, SEALS AND DELIVERED
IN THE PRESENCE OF:

Witness

Signature of Owner
(or licensed representative)

Witness

Signature of Purchaser

Original - Purchaser

Copy - Purchaser

This is Schedule 'C' to By-law No. 333^{5^} of the
Corporation of the Township of Temagami

Reeve

C.A.O.

CERTIFICATE OF
INTERMENT RIGHTS

IN PURSUANCE OF the Cemeteries Act (Revised) and regulations and all amendments thereto.

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

hereinafter called the "Owner"

hereby confers upon:

(Name of the Interment Rights Holder)
hereinafter called the "Rights Holder"

Interment rights as below in the:

[] Whispering Pines hereinafter called the "Cemetery"

DESCRIPTION:

Adult Lot Section Row Lot Dimensions _____ x _____
& Child Lot

having a volume of cubic as shown in the approved plan of the Cemetery.

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

Amount paid by Purchaser for interment rights \$ _____

Amount deposited in Care and Maintenance Fund \$ _____

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

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

MARKERS - THE BY-LAWS of the Cemetery contain specific restrictions on the erection or installations of markers. For full particulars, reference should be made to such By-laws.

Signature of Owner (or licensed representative)

Original - Rights Holder Copy - Owner