

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 09 - 862

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

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

I. GENERAL ADMINISTRATION

Definitions

Owner: means the Corporation of the Municipality of Temagami

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

Columbarium: means a structure with niches for funeral urns to be stored

Contract Issuer: means the Municipal Clerk or his authorized agent

Cemetery: means Whispering Pines Cemetery

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

Interment: means the burial of remains in a lot

Inurnment: means placement of cremated remains in a niche

Interment Rights: means the authorization for Interment and Inurnment

Lot: means single grave space of six (6) feet wide by ten (10) feet long

Plot: means multiple lots

Ministry: means the Ministry of Small Business and Consumer Services, Cemetery
Regulations Unit

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

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

Niche: means a shallow recess of 12 inches wide x 12 inches high x 18 inches deep for the placement of cremated remains

Urn: means a closed container made of ceramic, glass, metal, wood, granite or marble

II. SALE AND TRANSFER OF LOTS

Price of Lots and Niches

Interment rights to lots and niches 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 Whispering Pines 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 or transferred nor 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 lots will be held responsible for charges.

Interments or Inurnments

Per Lot: One (1) Burial, **or** One (1) Burial and One (1) Cremation **or** Two (2) cremations

Per Niche: Two (2) Cremations

Interment or Inurnments are for human remains only

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 or one Flat Marker may be erected or placed on any lot. Individual or Family Columbarium monuments are not permitted.

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 Cemetery 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 32 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 four (4) feet in height, Thirty-two (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

Width - Six (6) inches; Length - Six (6) inches; Height - Four (4) inches; flush mounted at ground level.

Footstones

Width - Twelve (12) inches; Length - Six (6) inches; Thickness - Four (4) inches; 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 Board, 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 AND NICHES

Purchase Price

The purchase price of lots and niches shall be as per the applicable schedule to the current Municipal User Fee by-law.

VI. CEMETERY SUPPLIES AND SERVICES

Purchase Price

The purchase of Cemetery Supplies and Services shall be as per the applicable schedule to the current Municipal User Fee by-law.

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. Borders, fences, gravel and mulch or any other types of structure are not permitted.

Trees and Shrubs

Only pyramid or globe cedars are permitted on either side of the monument or marker. The Owner reserves the right to remove any that do not conform, due to type or shape, and prune any that grow too 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 or 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. NICHES AND URNS

Niche Price

The total niche price, as listed with the Ministry, includes: inurnment rights, care and maintenance fees, inurnment of one (1) urn, opening of the niche front for urn placement and closing of the niche front. The second inurnment price will be for the opening of the niche front for urn placement and closing of the niche front.

Cremated Remains

All remains placed in a niche must be in an urn.

Dimension of Urn

The dimension of the urn must be so as to fit in the purchased niche of Twelve (12) inches wide by Twelve (12) inches high by Eighteen (18) inches deep. If the niche is intended for the inurnment of more than one urn, the dimensions of the urns must be adequate to accommodate those urns in the same niche. The Cemetery Owner reserves the right to refuse inurnment of any urn or urns which is oversized or in any way inappropriate for use in the specified niche.

Niche Doors

In order to preserve the appearance and uniformity of the Columbarium(s) all niches must be inscribed with memorialization approved by the Cemetery Owner. All niches will have the name, birth date and death date of each person who is to be inurned in any niche. A sample of the style and type of the niche memorialization used for the Columbarium(s) will be available at the Municipal Office of Temagami. Only etched inscriptions will be permitted. Small etched designs on the niche door are allowed on the approval of the Cemetery Owner.

IX. 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 time this 23rd day of July 2009.

READ a second and third time and finally passed this 23rd day of July 2009.



MAYOR



CAO/Clerk

2. CARE AND MAINTENANCE- Forty percent (40%) of the purchase price for a Cemetery Lot or 15% of the purchase price for a niche set out in Clause 1 to this Contract shall be set aside for the care and maintenance fund, provided that the minimum amount to be set aside shall be \$_____.
3. RESALE - Resale of interment rights by the Purchaser is prohibited.
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.
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 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
Burial Certificate	Cremation Certificate
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)

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NOTE: Transfer means a gift, bequest or other transfer made without Consideration.

10. DATE OF PURCHASE _____

IN WITNESS WHEREOF the owner and the purchaser have hereunto set their hands and seal

**SIGNED, SEALED AND
DELIVERED IN THE PRESENCE
OF:**

WITNESS

SIGNATURE OF OWNER
(Or licensed representation)

WITNESS

SIGNATURE OF PURCHASER

2. DATE OF PURCHASE: _____

IN WITNESS WHEREOF the owner and the purchaser have hereunto set their hands and seal

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

WITNESS

SIGNATURE OF OWNER
(Or licensed representation)

WITNESS

SIGNATURE OF PURCHASER

This is Schedule 'C' to By-Law No. 09 - 862
of the Corporation of the Municipality of
Temagami

MAYOR

CAO

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 Purchase of Interment Rights:

BETWEEN: Corporation of the Municipality of Temagami

Owner (Hereinafter called the Owner)

Hereby confers upon: _____
Interment Rights Holder
(Hereinafter called the Rights Holder)

Interment rights as below in the Whispering Pines Cemetery

DESCRIPTION: Row Lot Niche _____

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 interments 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 installation of markers. For full particulars, reference should be made to such by-laws.

Signature of Owner (or licensed representative)