

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
BY-LAW NO. 2012-155
BEING A BY-LAW FOR THE OPERATION OF
MUNICIPALLY OWNED CEMETERIES

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, Chapter 33, licences and regulates Cemeteries, Crematoriums, Funeral Establishments, Burial Sites, Casket Retailing Businesses, Marker Retailing Businesses, and the Operation of Transfer Services;

AND WHEREAS The Corporation of the City of Temiskaming Shores is licensed to operate, maintain and regulate four (4) municipally owned cemeteries;

AND WHEREAS in accordance with the Funeral, Burial and Cremation Services Act, 2002, no by-law made by a cemetery owner is effective until it is filed with and approved by the Registrar of the Funeral, Burial and Cremation Services Act, 2002;

AND WHEREAS Council for the City of Temiskaming Shores acknowledged receipt of Administrative Report CS-026-2012 at its October 16, 2012 Regular Council Meeting and approved the new proposed Municipal Cemetery By-law as presented by staff in order to incorporate the new regulations outlined in the Funeral, Burial and Cremation Services Act, 2002 and directed staff to present the said by-law for First and Second reading at the November 6, 2012 Regular Council Meeting prior to forwarding it to the Registrar for review and approval prior to Council's consideration of its Third and Final reading;

NOW THEREFORE the municipal council of The Corporation of the City of Temiskaming Shores enacts the following as a by-law:

1. That Council for the City of Temiskaming Shores adopts the attached regulations for the governing of municipally owned cemeteries, said regulations identified as Schedule "A" and forming part of this by-law;
2. That the said regulations come into force and effect on the date approval has been received from the Registrar; and
3. That By-law No. 2005-004 and all amending By-laws regulating our municipal cemeteries be hereby repealed.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical,

grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

READ a FIRST and SECOND TIME this 6th day of November, 2012.

MAYOR

CLERK

READ a THIRD TIME and FINALLY PASSED this day of , 2012.

MAYOR

CLERK



SCHEDULE "A"
TO BY-LAW 2012-155

**BY-LAW FOR THE REGULATING OF
MUNICIPAL CEMETERIES**

REGULATIONS FOR THE GOVERNING OF MUNICIPAL CEMETERIES

PREFACE	3
A) ADMINISTRATION	3
B) DEFINITIONS	4-6
C) PURCHASE, SALE & TRANSFER OF INTERMENT RIGHTS	6-8
D) INTERMENTS AND DISINTERMENTS	8-10
E) CARE OF LOTS - GENERAL	10-12
F) CARE OF LOTS - FLOWERS	12-13
G) MONUMENTS AND MARKERS - GENERAL INFORMATION	13-14
H) MONUMENTS	14-16
I) FLAT MARKERS AND COLUMBARIUM NICHE MARKERS	16-17
J) RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS	17-18
K) MORTUARY REGULATIONS	18-19
L) RULES FOR VISITORS	19-20
APPENDIX 1- INTERMENT RIGHTS/CEMETERY SERVICES – LOT	21-23
APPENDIX 2-INTERMENT RIGHTS/CEMETERY SERVICES-COLUMBARIUM	24-26

MOUNT PLEASANT, FARR HISTORICAL, VALLEYVIEW & PIONEER CEMETERIES

PREFACE:

This By-law governs the following cemeteries:

"Mount Pleasant Cemetery"

"Valleyview Cemetery"

"Pioneer Cemetery"

"Farr Historical Cemetery"

The Council of The Corporation of the City of Temiskaming Shores in the discharge of their responsibilities, appeal to the public to aid them by following this by-law, which has been adopted for the improvement and upkeep of the cemeteries, to keep it a becoming and respectful place for the burial of the dead.

The above mentioned Cemeteries are licensed to act as a cemetery in accordance with the Funeral, Burial and Cremation Services Act, 2002.

It is our hope that by a co-operative effort we can keep the cemetery attractive and peaceful.

A) ADMINISTRATION

1. The Corporation of the City of Temiskaming Shores reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer the by-law.
2. The Caretaker shall have custody of the cemetery under the direction of the Corporation. No interments or removal of bodies shall take place without notice to the Caretaker, and he shall see that a proper Burial Permit or other certificate required by law is furnished to him in each instance.
3. The Corporation 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, mausoleum crypt, monument, marker, save and except for direct loss or damage caused by gross negligence of the Corporation. The Corporation 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.

B) DEFINITIONS

"Burial" means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.

"By-laws" means the rules and regulations under which the Cemetery operates.

"Cemetery" means the

- i) Farr Historical and Mount Pleasant Cemetery located on Parcels 1314SST, 7101SST, 14419SST, being the North Part of Lot 13, Concession 2, and Lots 261 to 298 on Plan M-52N.B., formerly in the Township of Bucke, now forming part of the City of Temiskaming Shores, District of Temiskaming; or
- ii) Pioneer Cemetery located on Lot 297, Block C and G, formerly in the Town of New Liskeard, now forming part of the City of Temiskaming Shores, District of Temiskaming; or
- iii) Valleyview Cemetery located in Concession 2, formerly in the Town of New Liskeard, now forming part of the City of Temiskaming Shores, District of Temiskaming.

"Burial Permit" means a burial permit issued by the Division Registrar or its appointed agent.

"Care and Maintenance Fund" means a trust fund in which all monies received by the Corporation for the care and maintenance of lots, plots, markers and monuments have been invested. It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemeteries.

"Caretaker" means the person responsible for the operation of the Cemetery.

"Cemetery Operator" means The Corporation of the City of Temiskaming Shores.

"Child Lot" available ONLY in Pioneer and Valleyview Cemeteries means any burial space intended to receive not more than one (1) child interment and having a size of 1.524 meters (5') in length by .5588 meters (1'10") in width.

"Columbarium" means a structure designed for the purpose of interring cremated human remains in sealed compartments.

"Contract" means that for the purpose of this by-law, all purchasers of Interment Rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-law.

"Corner posts" means 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.

"Corporation" means The Corporation of the City of Temiskaming Shores who is also referred to as the cemetery operator.

"Cremation Lot" available ONLY in Pioneer and Valleyview Cemeteries means any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 0.660 meters (2'2") by 0.508 meters (1'8").

"Crypt" shall mean an individual compartment in a mausoleum for the entombment of human remains.

"Grave" also known as lot means any inground burial space intended for the interment of a child, an adult or cremated human remains.

"Interment Right" means the right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche, crypt and direct the associated memorialization.

"Interment Rights Certificate" means the document issued by the Corporation to the purchaser once the Interment Rights have been paid in full, identifying ownership of the Interment Rights.

"Interment Rights Holder" means a person designated to hold the right to inter human remains in a specified grave, lot, niche or crypt.

"Lot" means a single grave space.

"Marker" means a permanent memorial structure set flush and level with the surface of the ground, and used to mark the location of a burial.

"Monument" means a permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial.

"Niche" means a sealed individual compartment in a columbarium for the entombment of cremated human remains.

"Niche cover" means the panel in front of each of the columbarium compartments used to seal and secure cremated human remains.

"Non-resident" means a person who does not reside within the limits of The Corporation of the City of Temiskaming Shores.

"Office of the Corporation" means City Hall at 325 Farr Drive.

"Outer shell" means steel vault or rough box.

"Owner" means The Corporation of the City of Temiskaming Shores.

"Plan" means the plan of the cemetery, approved by the Ministry of Consumer and Business Services of Ontario.

"Plot" means two or more lots in which the rights to inter have been sold as a unit.

"Price List" means the Price List of cemetery fees and charges as set out by the Corporation.

"Public Register" means a register that is made available to the public during regular office hours.

"Resident" means a person who resides within the limits of The Corporation of the City of Temiskaming Shores.

"Urn" means a container designed to hold cremated human remains.

C) PURCHASE, SALE & TRANSFER OF INTERMENT RIGHTS

1. Interment Rights may be purchased from the Corporation at the rates listed in the cemetery's Price List on file in the office of the Corporation.
2. **EXCEPTION – Mount Pleasant Cemetery:**
In Mount Pleasant Cemetery, Interment Rights for a full casket burial can only be purchased for a deceased person, and at that time, the spouse and/or the special needs child or if the deceased is a child, the child's parents have the option to purchase the lot(s) next to the deceased to be reserved for his/her use only. In other words, we do not sell pre-need lots for full casket burials in Mount Pleasant Cemetery except in instances where the requirements of this section are met. **WE DO HOWEVER SELL PRE-NEED LOTS IF THE LOT IS TO BE USED SOLELY FOR THE PURPOSE OF INTERRING CREMATED HUMAN REMAINS.**

3. **A Care and Maintenance fee is applicable to each lot, marker, monument, or niche sold by the Corporation. The deposit to the Care and Maintenance Fund shall be as specified by the applicable.**
4. **Payments for Interment Rights shall be made at the office of the Corporation.**
5. **The Corporation shall provide each Rights Holder at the time of sale with:**
 - **a copy of the Contract;**
 - **a copy of the Cemetery By-law; and**
 - **a Certificate of Interment Rights, upon payment in full.**
6. **Purchasers of Interment Rights acquire only the right to direct the burial of human remains or cremated human remains in a grave or niche and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-law. The purchase of Interment Rights is not a purchase of Real Estate or real property.**

RESALE AND TRANSFER OF INTERMENT RIGHTS

7. **The Corporation allows Interment Rights holders to sell or transfer their Interment Rights to a third party, at no more than the current price listed on the cemetery's Price List. No sale or transfer of Interment Rights shall be binding upon the Corporation until notice is given in writing to the Corporation specifying the name and address of the proposed transferee, the date of the transfer, and that such particulars have been entered in a register for that purpose. Upon receipt of such notice, the original Interment Rights Certificate, and payment of the associated transfer fee, the Corporation will issue a new Interment Rights Certificate to the third party purchaser.**

In cases of transmission of ownership by will or bequest of Interment Rights, the Corporation reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.

8. **The Corporation does not prohibit the resale of Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights however if the Corporation so desires to repurchase the Interment Rights, the Corporation may negotiate a purchase price less than the price on the Corporation's Price List so long as the seller acknowledges in writing being aware of the cemetery's Price List amounts for Interment Rights.**

CANCELLATION OF INTERMENT RIGHTS WITHIN A 30 DAY PERIOD

9. **A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract by providing written notice of the cancellation to the Corporation. The Corporation will refund all monies**

paid by the purchaser within thirty (30) days from the date of the receipt of the request for cancellation as well as the original Interment Rights certificate and service contract. If any portion of the Interment Rights has been exercised, the Interment Rights Holder is no longer entitled to cancel the contract or re-sell the Interment Rights.

10. Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Corporation to provide better or equivalent Interment Rights in that cemetery or to refund the amount that it would cost to purchase better or equivalent Interment Rights in the cemetery or if no Interment Rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold.

D) INTERMENTS AND DISINTERMENTS

1. No burials shall take place once the ground has reached a certain frost level making it too difficult for the opening of graves as determined by the Corporation from year to year. During the period of time when burials no longer can be performed, bodies shall be placed in the vault for spring interment.
2. The following interments are allowed in any single grave:
MOUNT PLEASANT, VALLEYVIEW AND PIONEER CEMETERIES
 - one (1) full casket interment can be made at the lower level with three additional cremated human remains interments on top; OR
 - if no full casket is placed in the grave then the cremated human remains of not more than four (4) persons is allowed in the grave; or
 - in a single grave in which a full casket containing human remains has been buried, a 24"x 12" (60.96cm X 30.48cm) infant container may be buried on top, provided space is available.
3. Outer shells, more specifically, rough boxes or steel vaults are allowed in the Cemetery however the use of a concrete container is not permitted.
4. Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
5. All interments shall be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.

6. **The Caretaker of the cemetery, his assistant or someone in the employ of the Corporation or in the employ of a Funeral Home shall be in attendance at each interment.**
7. **A burial permit issued by the Division Registrar, showing that the death has been registered, must be deposited with the Caretaker or the Corporation's Office before the interment. The fee for the opening of the lot, in accordance with the fee in the attached Price List, must be deposited with an official of the Corporation before interment can take place.**
8. **In the case of a cremated remains interment, the Certificate of Cremation and the prescribed fee for this service according to the Price List must be deposited with an official of the Corporation. The urn shall not be any larger than 24" x 12" for inground grave burial and no larger than 8" square or 8" in diameter by 8" high for niche.**
9. **An Interment Rights Holder that authorizes the interments of someone's remains or cremated remains in his/her Interment Rights shall be held responsible for charges incurred if the Corporation is unable to collect the said fees from the deceased estate.**
10. **When Interment Rights are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot/niche as may be requested.**
11. **No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Corporation, except under special circumstances, and by permission of the Corporation.**
12. **The interment fee includes the opening and closing of the lot or niche and this service shall only be paid for at the time that the service is needed.**
13. **No person shall remove human remains from a cemetery unless a certificate of a Medical Officer of Health or the Corporation confirming that the Act and its regulations have been complied with and is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the Act and its regulations.**
14. **The Corporation will exercise all due care during burials and interments, but is not responsible for damage to any casket, urn or other container sustained during disinterment.**

15. No interment shall be permitted in any lot where the Interment Rights have not been paid in full.
 16. Funeral Corteges within the cemetery shall follow the route indicated by the Caretaker.
 17. The Corporation reserves the right, at its cost to correct any error that may be made by it, in making interments, in the description of the lot, or the transfer or conveyance of any Interment Rights. The Corporation may cancel rights and substitute with other Interment Rights of equal value and in a similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representatives, at their last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and of the Interment Rights Holder.
 18. The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing or in person.
 19. Notice of each interment to be made shall be given to the Corporation or the Caretaker of the Cemetery at least twenty four (24) hours in advance, eight (8) hours of which must be regular working hours. The Corporation cannot be held responsible for having lots prepared for funerals unless such notice is given.
 20. Interments - Mount Pleasant, Valleyview/Pioneer Cemeteries:
There are no full interments performed in these cemeteries during the winter months unless ordered to do so by a representative of the Ministry of Health. Interments may be performed in these cemeteries on weekends or on a statutory holiday upon confirmation of the availability of the cemetery caretaker and are subject to extra charges as listed in the Price List.
 21. Outer shells, more specifically, rough boxes or steel vaults are allowed in the Cemeteries however the use of a concrete vault is not permitted.
- E) CARE OF LOTS - GENERAL
1. All lots and plots shall be maintained and kept properly graded, sodded and mowed by employees of the Corporation.

2. **No person shall do any work upon a burial lot without the permission of the Caretaker. Any commercial business related to the care of lots will require permission in writing from the Corporation. The Business will be required to obtain a business license from the Corporation, carry WSIB coverage and provide proof of insurance naming the Corporation as a third party insured.**
3. **Trees, shrubs, flowering or other plants may be cultivated on lots, but only such varieties that are in keeping with the general plan of the grounds and subject to the approval of the Caretaker. No trees or shrubs growing within any lot may be removed or altered without the consent of the Caretaker.**
4. **Dwarf evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the Caretaker.**
5. **The height of such shrubs and/or ornamental trees shall at no time exceed 0.91 meter (3 feet) above adjacent ground level.**
6. **The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage shall at no time exceed 35.56 cm. (14 inches), or obstruct adjacent lots.**
7. **Interment Rights Holders desiring outside gardeners to do work on their lots, are responsible for informing the gardeners of the Cemetery regulations with this respect.**
8. **If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs or parts thereof. Every attempt will be made to notify the Interment Rights Holder of such removal.**
9. **NO GLASS CONTAINERS of any kind are allowed in the cemetery at any time.**
10. **Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to cemetery workers and to visitors when neglected or broken are not allowed in the cemetery.**
11. **Cut-stone copings can only be installed by permission of, and under the supervision of the Caretaker.**

12. Rubbish shall not be thrown out on roads, walks or any part of the grounds, but must be placed in receptacles provided at convenient points on the grounds.
13. Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Caretaker shall remove the same.
14. No Interment Rights Holder shall change the grading of his lot, and in case of any such change, the Corporation may restore the lot to its original grade at the expense of the Interment Rights Holder.
15. No unauthorized person shall sod, move corner posts or lot markers.
16. The Corporation shall not be responsible for loss or damage to any articles left upon any lot or plot.

F) CARE OF LOTS - FLOWERS

1. 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.
2. During the months of May to September, artificial flowers in any form, including wreaths, are permitted at the head of graves or lots and in front of the marker, if one exists.
3. Vases, urns and flower stands not properly cared for or not filled with plants by June 20th in any year may be removed from the lot; and Any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Caretaker.
4. Flower beds not exceeding 45.72cm (18 inches) in width shall be permitted in front of the bases of monuments and where there is no monument, can only be made by permission of and under the supervision of the Caretaker. Planting of borders around lots is prohibited, AND WILL BE REMOVED TO FACILITATE GRASS CUTTING.
5. To preserve the orderly appearance in the Cemetery, any flower bed of the previous year which has not been planted by June 15th, may be sodded or seeded by the Corporation.

6. Flower beds require to be cleared of tender plants after the first frost of the autumn. Interment Rights Holders desiring to take any plants away should do so before their removal becomes necessary.
7. Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
8. Those who place potted plants or urns, not planted by the Corporation, are responsible for their upkeep and must remove them by the end of September.
9. Larger cement flower pots are allowed to remain after September on the cemetery lots but must be placed upside down as close to the monument base as possible.
10. Artificial wreaths without glass or plastic covers are allowed to remain on the lot year-round, provided they are securely fastened to the monument or mounted on a stand of at least 76.20cm (30 inches) high and securely anchored to the ground.

G) MONUMENTS AND MARKERS - GENERAL INFORMATION

1. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full.
2. No inscription shall be placed on any monument or niche door that is not in keeping with the dignity and decorum of the Cemetery.
3. All installations of monuments and markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the conditions of this by-law.
4. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Caretaker.
5. Candle holders and vases may constitute part of a monument if they are 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 a plastic material that is fire resistant.
 - Candle holders must be included in determining the overall size of the memorial.
 - A maximum of two candles or vases may be placed on the base of a monument and must be centered on the end or ends of the base.
 - A candle holder must be adequately drained to prevent any collection of water.

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

6. No monument or marker shall be delivered or erected in the Cemetery without first submitting proper forms containing the following information:

- **The Interment Rights Holder's name and address;**
- **Information on the placement of the marker or monument;**
- **The dimensions of the marker;**
- **In the case of a monument:**
 - **the dimensions of the die (height, width, length);**
 - **the dimensions of the base (height, width, length);**
 - **the overall size of the monument; and**

Any person installing a monument/marker in the Cemetery shall first pay the prescribed amount, as set out in the Act to the Cemetery's Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.

7. If a monument or marker in the Cemetery presents a risk to public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove any safety risk.

8. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

H) MONUMENTS

1. For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.

2. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.

3. The Corporation 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, or part thereof except where such damage or loss is due to its negligence.

4. The Corporation 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 it would interfere with any future interments.

5. Each full size cemetery lot is allowed one upright or one pillow monument at the head of the lot and an additional three (3) flat markers. If no upright or pillow monument is erected on the lot then four (4) flat markers are allowed. Due to the work involved to keep these monuments and markers level, we must restrict the quantity allowed on each lot.

6. The maximum size of a monument (die) allowed on a full size lot is:
Height 111.76cm. (44") from ground and including base
Width 76 cm (30") including the base
7. The maximum size of a monument (die) allowed on a double lot is:
Height 111.76cm. (44") from ground and including base
Width 142.24cm. (56") including the base
8. The minimum thickness of a die should be 15.24cm (6 inches).
9. The die stones must be installed on a granite base. The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 7.62 cm. (3 inches) of the surface of the base exposed on all sides. Bottoms of the base shall be smooth sawn.
10. The maximum width of a base is controlled by the width of the plot or lot where it will be installed. No base shall be closer than 7.62 cm (3 inches) to the lot width side lines on which it is to be installed.
11. Only family names on back of monuments will be permitted.
12. Unless adjoining lots are owned, both sides of the stone cannot be used. Monuments cannot be placed "Back-to-back" against another.
13. Monuments must be placed at the center of the head of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Caretaker before a monument is set.
14. All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.
15. No foundations may be constructed after November 15th and approximately before May 15th in any year, depending on weather conditions.
16. All markers taller than one foot shall have a foundation built by the Corporation or if a granite foundation is being purchased from the monument company, approval must be obtained from the Corporation to ensure placement in the designated space and proper dimensions of the foundation with a four inch apron around the monument base. If incorrect dimensions have been given on the application form, signed by the Interment Rights Holder and/or the marker supplier, the foundation must be immediately removed and rebuilt by the Corporation at the expense of the Interment

Rights Holder. Foundations will be constructed of no less than 10.16cm (4 inches) deep of concrete, and it shall rest on a compacted base. *Foundations must be cured for a minimum of 48 hours before placing the monument. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.*

I) FLAT MARKERS

1. Corner Posts:

The owner may, upon receipt of his Interment Rights Certificate and at his own expense, purchase bronze, stone or concrete corner posts (land marks 15.24cm or 6 inches square and not less than 15.24cm or 6 inches deep), and have the Corporation install them for a fee as outlined in the Price List, dressed on all sides and bearing the lot and section number or the family name legibly and permanently marked thereon, at the corners of the lot or lots conveyed to him, such posts to be planted flush with the ground.

2. Markers or footstones of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the Cemetery and the regulations deemed necessary as per the size of lot in that section. Its placement must not interfere with future interments. The following sizes include concrete if poured in wet concrete:

- single lot maximum 45.72cm x 60.96cm (18" x 24")
- double lot maximum 50.8cm x 106.68cm (20" x 42")
- cremation lot maximum 60.96cm x 45.72cm (24" x 18")

3. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them and shall be set by the Corporation, at the expense of the Interment Rights Holder.

4. Three (3) flat markers may be placed on each grave in addition to an upright or pillow monument. If no upright or pillow monument is erected on the lot then four (4) flat markers are allowed. The markers shall be placed on the lot in the locations as approved by the cemetery caretaker and each marker shall not exceed 45.72 cm x 60.96 cm (18" x 24").

5. The minimum thickness for all flat markers including footstones is 7.62cm (3 inches) and the maximum thickness for all flat markers including footstones is 10.16 cm (4 inches).

6. All markers and monuments shall be constructed of bronze, granite or marble. The bottom bed of all bases and markers shall be cut level and true.

COLUMBARIUM NICHE MARKERS

7. **Niche covers serve as a memorial marker. Engraving of niche covers shall be scheduled through the Corporation. No other service provider shall be permitted to engrave the niche covers other than the one appointed by the Corporation. The cost of engraving will be based on the number of characters/letters and the cost per character/letter as quoted by the Corporation's service provider. Logos, artwork, and designs shall not be permitted however a photo of the deceased is allowed on the niche cover. In order to provide a neat and conformed appearance, the same font and border will be used consistently for all engravings on niche covers.**

J) RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

1. **No monument or marker will be delivered to the Cemetery without the proper paperwork as outlined in the**
2. **The length and width of the base shall be in accordance with the regulations for monuments.**
3. **No monument or marker will be delivered to the Cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.**
4. **No monument or marker will be removed without written permission from the Caretaker.**
5. **All companies who do work in the Cemetery, shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance.**
6. **Contractors, masons and stone-cutters shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.**
7. **There shall not be a variance of more than 1.27cm (½ inch) in the size of the base required as stated on the work order and the size of the monument delivered.**
8. **The demeanour and behaviour of all workmen employed by others in the Cemetery, shall be subject to the control of the Caretaker.**
9. **Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.**
10. **All work must be done during regular cemetery hours, unless by special permission of the Caretaker.**

11. No work shall be commenced on Saturday that cannot be finished, and the litter and debris must be removed by 4:00p.m. on that day.
12. Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
13. No monument dealer shall park on the grass unless otherwise directed to do so by the Caretaker.
14. All implements and materials used in the performance of any work shall be placed where the Caretaker directs it to be placed; and all rubbish and surplus earth shall be removed when, and to where, and in such a manner as the Caretaker may order. Otherwise the obstructions will be removed, and the expense charged to the monument dealer.
15. If a monument company desires to set a flat marker they must make written arrangements.
16. The erection of bushes or trees by individuals other than the Caretaker is not permitted in the cemetery.

K) MORTUARY REGULATIONS

1. The use of the Storage vault for any cemetery shall be billed at the rates as listed in the cemetery's Price List.
2. Permission for the use of the storage vault must be obtained from the Corporation.
3. Fees for the use of the vault are set in the cemetery's Price List.
4. The Caretaker may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for payment to be made, or at any time should the condition of the body render its interment necessary or expedient.
5. All Funeral Homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
6. All bodies must be removed from the vault as early as possible depending on the frost and thaw conditions in the Spring.

7. **The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.**
8. **The Caretaker reserves the right to determine if the weather conditions are adverse enough to prevent a burial.**
9. **It is recommended for health reasons that all bodies stored in the vault be embalmed or in a sealing pouch.**
10. **All bodies stored in our vault shall be placed in a wooden or metal casket.**

L) RULES FOR VISITORS

1. **Visitors are always welcome at the cemetery from 8:00a.m. until sundown.**
2. **The Caretaker and/or any of his assistants are empowered and are required to preserve order and decorum in the cemetery.**
3. **No parades other than funeral processions shall be admitted to or be organized within the cemetery.**
4. **Children under the age of twelve years are welcome in the cemetery grounds 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.**
5. **Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the designated avenues or shall not park on the grass unless directed to do so by the Caretaker.**
6. **No pleasure ATV (all terrain vehicles) or snowmobiles are allowed in the cemetery.**
7. **Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.**
8. **Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.**
9. **No dogs or other pets shall be allowed in the cemetery.**
10. **No picnic party shall be permitted in the cemetery grounds.**

11. 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 Corporation 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.
12. Any complaints by Interment Rights Holders or visitors should be made to the Caretaker of the Cemetery or to the Corporation's Office.
13. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws, will be expelled from the grounds.
14. 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 Corporation. An article removed will be held at the cemetery for collection. If not collected within sixty (60) days, it will be disposed of.
15. No tips or gratuities are to be given to cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by any cemetery worker. Donations can be made at the Corporation's Office where an official receipt will be given for income tax purposes.

AMENDMENTS TO THIS BY-LAW ARE DONE PERIODICALLY, THEREFORE IT IS RECOMMENDED TO CHECK WITH THE CORPORATION TO ENSURE THAT THIS BY-LAW HAS NOT BEEN REVISED FURTHER, BEFORE PERFORMING ANY WORK OR MAKING ANY PURCHASES.

Appendix 1 to By-law No. 2012-155
**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS
OR
CEMETERY SERVICES OR SUPPLIES**
c/o 325 FARR DRIVE
HAILEYBURY, ONTARIO
P0J 1K0
Tel 705-672-3363 – Fax 705-672-3200

BILL TO:	
INTERMENT RIGHTS TO:	
BUSINESS PHONE #	HOME PHONE #
DATE:	
DECEASED:	
PLACE OF DEATH:	
DATE OF DEATH: N/A	DATE OF INTERMENT:
LOT(S) DESCRIPTION:	
➤	
FUNERAL DIRECTOR:	
SERVICES:	COSTS:
PURCHASE OF LOT	
CARE&MAINTENANCE FUND LOT	
INTERMENT FEES	
VAULT FEE	
LICENCE FEE	
Foundation installation	
Care & Maintenance on Marker	
Sub-Total	
H.S.T.	
TOTAL SALE	
Please make cheque payable to: "City of Temiskaming Shores"	
It is agreed between the parties that the contract is subject to the By-law of the Cemetery, and the purchaser hereby acknowledges receipt of a copy of the Cemetery By-law and that the "Conditions of Contract" on the reverse have been read and understood.	
Signature of Purchaser(s):	
Signature of Cemetery Representative:	
(see reverse side)	

CONDITIONS OF CONTRACT

CEMETERY agrees with the Purchaser as follows:

1. The following trusting provisions are in effect:

➤ Contribution to Care and Maintenance Fund is as follows:

Lot:	40% of lot price or \$150.00 whichever is greater	
Marker:	Flat marker over 172sq.inches	\$ 50.00
	Pillow marker	\$ 50.00
	Upright monument up to 4ft. in width	\$100.00
	Upright monument over 4ft. in width	\$200.00

2. CANCELLATION OF INTERMENT RIGHTS WITHIN A 30 DAY PERIOD

A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the purchaser within thirty (30) days from the date of the receipt of the request for cancellation as well as the original Interment Rights Certificate and Service Contract. If any portion of the Interment Rights has been exercised, the Interment Rights Holder is no longer entitled to cancel the contract or re-sell the Interment Rights.

3. RESALE OF INTERMENT RIGHTS

The Cemetery allows the resale of Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights however if the Cemetery so desires to repurchase the Interment Rights, the Cemetery may negotiate a purchase price less than the price on the Cemetery's Price List so long as the seller acknowledges in writing being aware of the cemetery's Price List amounts for Interment Rights.

4. In accordance with the Cemetery By-law, certain restrictions on the exercise of interment rights apply.

5. In exercising the interment rights contracted herein, the following documents are required: Interment Order.

6. If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the Cemetery who shall issue a new certificate of interment rights to the transferee upon receipt of the original Certificate of Interment Rights.

CERTIFICATE OF INTERMENT RIGHTS

PURSUANT to the Funeral, Burial and Cremation Act.

BETWEEN: _____ CEMETERY, a body licensed under the laws of the Province of Ontario, having its Head Office at 325 Farr Drive, Haileybury, Ontario (hereinafter called the "**Cemetery**")

AND:

(hereinafter called the "**Purchaser**")

In consideration of the sum of _____ Dollars (\$_____), receipt of which is hereby acknowledged and which included the sum of _____ Dollars (\$_____) for Care and Maintenance.

The Cemetery agrees to assign to the Purchaser the interment rights described as:

Date of Purchase: _____

The Purchaser by the acceptance of this indenture indicates that the By-law governing the operation of the cemetery has been received and read, and agrees to be guided by the said By-law as well as the provisions of the Funeral, Burial and Cremation Act as if these were included as part of this indenture.

The Purchaser agrees that in the event of transfer of said interment Rights by the purchaser, this Certificate cannot be transferred but will be returned to the Cemetery who will issue a new Certificate to the Transferee.

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

In witness whereof the Cemetery has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this _____ day of _____, _____ and the Purchaser has affixed his/her signature.

Signature of Purchaser: _____

Signature of Purchaser: _____

Signature of Cemetery: _____

Appendix 2 to By-law No. 2012-155
**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS
CEMETERY SERVICES OR SUPPLIES
FOR CEMETERY COLUMBARIUM
C/O City of Temiskaming Shores 325 Farr Drive
Haileybury, Ontario P0J 1K0
Tel 705-672-3363 – Fax 705-672-3200**

BILL TO:	
INTERMENT RIGHTS TO:	
BUSINESS PHONE #	HOME PHONE #
DATE:	
NAME OF DECEASED (if applicable):	
PLACE OF DEATH:	
DATE OF DEATH:	DATE OF INTERMENT:
FUNERAL DIRECTOR:	
NICHE DESCRIPTION:	
RESERVED FOR:	
RESERVED FOR:	
SERVICES:	COSTS:
PURCHASE OF NICHE	
CARE & MAINTENANCE FUND ON NICHE	
INTERMENT FEES (payable at time needed)	
Sub-Total	
H.S.T.	
TOTAL SALE	
Please make cheque payable to: "City of Temiskaming Shores"	
It is agreed between the parties that the contract is subject to the Cemetery By-law and Price List and by executing this contract the purchaser hereby acknowledges receipt of a copy of the said By-law and Price List.	
Signature of Purchaser(s):	
Signature of Cemetery Representative:	

If a purchaser wishes to transfer or sell the interment rights, the purchaser shall give notice of the transfer or sale to the City of Temiskaming Shores who shall issue a new certificate of interment rights to the transferee.

(See reverse side)

CONDITIONS OF CONTRACT

The Cemetery agrees with the Purchaser as follows:

1. The following trusting provisions are in effect:
 - Contribution to Care and Maintenance Fund is as follows:
Lot: 15% of niche price or \$100.00, whichever is greater
2. CANCELLATION OF INTERMENT RIGHTS WITHIN A 30 DAY PERIOD
A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract by providing written notice of the cancellation to the Cemetery. The Cemetery will refund all monies paid by the purchaser within thirty (30) days from the date of the receipt of the request for cancellation as well as the original Interment Rights Certificate and Service Contract. If any portion of the Interment Rights has been exercised, the Interment Rights Holder is no longer entitled to cancel the contract or re-sell the Interment Rights.
3. RESALE OF INTERMENT RIGHTS
The Cemetery allows the resale of Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights however if the Cemetery so desires to repurchase the Interment Rights, the Cemetery may negotiate a purchase price less than the price on the Cemetery's Price List so long as the seller acknowledges in writing being aware of the cemetery's Price List amounts for Interment Rights.
4. In accordance with the Cemetery By-law, certain restrictions on the exercise of interment rights apply (refer to the attached copy of the By-law and Price List),
5. In exercising the interment rights contracted herein, the following documents are required: Cremation Certificate.
6. If a purchaser wishes to transfer or sell its interment rights to a third party, the purchaser shall give notice of the transfer/sale to the Cemetery who shall issue a new certificate of interment rights to the transferee upon receipt of the original Certificate of Interment Rights.
7. Niche covers serve as a memorial marker. No other service provider shall be permitted to engrave the niche covers other than the one appointed by the Cemetery from time to time. The cost of engraving the niche cover is the responsibility of the niche owner. Logos, artwork, designs, or pictures shall not be permitted. In order to provide a neat and conformed appearance, the same font will be used consistently for all engravings on niche covers. Each niche cover will have a standard border. The font and the border style will be determined by the Cemetery.

The certificate of interment rights shall not be issued until the interment rights have been paid for in full.

CERTIFICATE OF INTERMENT RIGHTS
CEMETERY COLUMBARIUM

PURSUANT to the Funeral, Burial and Cremation Act.

BETWEEN: _____CEMETERY, a body licensed under the laws of the Province of Ontario, having its Head Office at 325 Farr Drive, Haileybury, Ontario and hereinafter called "**CEMETERY**"

AND:

hereinafter called the "**Purchaser**"

In consideration of the sum of _____ Dollars (\$_____), receipt of which is hereby acknowledged and which included the sum of _____ Dollars (\$_____) for Care and Maintenance.

The Cemetery agrees to assign to the Purchaser the interment rights in the Cemetery for:

Description of Niche: _____

Date of Purchase: _____

The Purchaser by the acceptance of this indenture indicates that the Cemetery By-law and Price List has been received and read, and agrees to be guided by the said By-law as well as the provisions of the Funeral, Burial and Cremation Act as if these were included as part of this indenture.

The Purchaser agrees that in the event of transfer of said interment Right by purchaser, this Certificate cannot be transferred but will be returned to the Cemetery who will issue a new Certificate to the Transferee.

With respect to the inscription of niche, the Purchaser agrees to abide by the Cemetery By-law, attached hereto, wherein restrictions on the engraving of the niche are given.

In Witness Whereof the Cemetery has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this _____ day of _____, 20____ and the Purchaser has affixed his/her signature.

Signature of Purchaser: _____

Signature of Purchaser: _____

Signature of Cemetery: _____