THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING

BY-LAW NO. 2012/37

BEING A BY-LAW TO REPEAL BY-LAW 2008/28 AND 2010/61 AND TO ADMINISTER, MANAGE, REGULATE AND CONTROL THE MUNICIPAL CEMETERIES KNOWN AS

CACHE BAY CEMETERY
FIELD CEMETERY
SUNNYRIDGE CEMETERY
VERNER CEMETERY
WEST SIDE CEMETERY

WHEREAS the Corporation of the Municipality of West Nipissing has ownership of the following cemeteries:
- Cache Bay Cemetery
- Field Cemetery
- Verner Cemetery
- Sunnyridge Cemetery

AND WHEREAS the Cemeteries Act, R.S.O. 1990, Chapter C.4 as amended, came into force on April 1, 1992;

AND WHEREAS it is desirable and expedient to make provisions for the care and control of the aforementioned cemeteries;

AND WHEREAS the Cemeteries Act, R.S.O. 1990 Chapter C.4 as amended, allows the owner of a cemetery to pass By-laws affecting the operations of the cemetery;

AND WHEREAS no such By-law comes into force or takes effect until it is filed with and approved by the Registrar appointed under the Cemeteries Act, R.S.O. 1990, Chapter C.4 as amended;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING ENACTS AS FOLLOWS:

1. DEFINITIONS:

That the following be the definitions of the words as used in this By-law:

a) "Border" shall mean edging surrounding the perimeter of the flower bed.

b) "Burial" shall mean the opening and closing of an in-ground lot or plot for the disposition of human remains or cremated human remains.

c) "By-laws" shall mean the rules and regulations under which the Cemetery and Crematorium operates.

d) "Care and Maintenance Fund": It is a requirement under the FBCSA as herein defined, 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 Cemetery in accordance with Section 14 herein.

e) "Cemetery & Cemeteries" shall mean the Cache Bay Cemetery, the Field Cemetery and the Verner Cemetery.

f) "Certificate" shall mean a Certificate of Interment rights.

g) "Columbarium/Mausoleums" means a vault with niches for urns containing ashes of the dead.

h) "Contract" For the purposes of these By-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the Cemetery By-laws.

i) "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.
j) "Council" shall mean the Municipal Council of the Municipality of West Nipissing.

k) "Cremation plots" shall mean a burial space for cremated remains.

l) "Curbs" shall mean edging surrounding the perimeter of the cemetery lot.

m) "Depth" for the purpose of this By-law, length and depth will have the same meaning.

n) "FBCSA" means the Funeral, Burial and Cremation Services Act.

o) "Graves" shall mean any in-ground burial space intended for the interment of adult or cremated human remains.

p) "Grave" (cremation grave) shall mean any burial space 2' X 2' and intended for the burial of the cremated remains of a cremated body.

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

r) "Interment Right Certificate" means the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

s) "Interment Right Holder" means any person designated to hold the right to inter human remains in a specified lot.

t) "Lot": For the purposes of these By-laws, a lot is a single grave space.

u) "Marker" shall mean any stone of granite set flush and level with the surface of the ground to mark the location of the grave.

v) "Manager" shall mean the Cemetery Manager.

w) "Ministry" shall mean the Ministry of Consumer and Commercial Affairs.

x) "Monument" shall mean any permanent memorial projecting above the ground level and shall be of granite, bronze, installed within the designated space to mark the location of a burial or lot.

y) "Municipal Council" shall mean the Municipal Council of the Corporation of the Municipality of West Nipissing.

z) "Municipality, Corporation" shall mean the Corporation of the Municipality of West Nipissing.

aa) "Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.

bb) "Owner of the Cemetery" shall mean the Corporation of the Municipality of West Nipissing.

cc) "Perpetual Care" shall mean the maintenance of any plot in good order and condition but shall not extend to the care of flowers and shrubs thereon.

dd) "Perpetual Care Fund" shall mean the fund in which all monies received by the Municipality for perpetual care of plots or graves has been invested; this fund shall be held in trust by the Corporation of the Municipality of West Nipissing as required by the Cemeteries Act, Section 28.

e) "Plan" shall mean the Plan of the cemetery on display at the municipal hall.

ff) "Plot"- For the purposes of these By-laws, a plot is a parcel of land sold as a single unit, containing multiple lots.
gg) "Resident" shall mean a person residing in the Municipality at the time of death or who has continuously resided in the Municipality for a total of ten years prior to having moved to another community. This shall also include a current ratepayer.

hh) "Traffic" shall mean the Tariff or fee and charges set forth in Schedule "A" of this By-law.

2. ADMINISTRATION:

2.1 That the municipal cemetery be governed by the Board which will consist of two (2) councilors and three (3) outside representatives appointed by Council;

(a) This Board shall have the same term of office as a municipal council being four (4) years. Appointed members are to re-apply in written form to the Clerk. The Municipal Council will appoint and approve board members on a regular basis.

(b) Should any member miss three (3) consecutive meetings without being authorized to do so by resolution from the West Nipissing Municipal Cemetery Board, the position of the said member shall be declared vacant and the position shall be filled through the established procedure.

2.2 The Council shall appoint a Cemetery Manager and as many assistants as may be required from time to time.

2.3 The Manager and/or his assistants shall:

a) observe and carry out all of the provisions of this By-law, the Cemeteries Act (Revised) and regulations made under the Act;

b) make, open and close all graves in the cemetery which may be required to be open or closed and allow no other person to do so, except upon the express direction of Council;

c) attend all interments held in the cemetery and fill in all graves immediately following interments;

d) attend to the regular and proper maintenance of the cemetery;

e) perform such other duties as Council may from time to time require;

f) The Manager may, in writing, delegate any responsibilities or duties to other cemetery staff.

3. GENERAL RULES AND REGULATIONS:

3.1 No person shall enter the cemetery except through an established entrance.

3.2 No person, except cemetery staff or peace officers, shall enter or be within the cemetery grounds between sunset and sunrise.

3.3 The Municipality or any of its authorized representatives are empowered and required to preserve order and decorum in the cemetery.

3.4 Children under the age of twelve years (12) are not admitted to the grounds except in the charge of an adult who shall be responsible for their conduct.

3.5 No gratuities or tips shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.

3.6 No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds, including motorcycles, unless part of a funeral procession.

3.7 No person shall allow or permit any animal to enter or remain in the cemetery. Pets brought into the cemetery by vehicles must remain in such vehicles.
3.8 Picnic parties or such other public gatherings not directly associated with a funeral service are prohibited in the cemetery.

3.9 No person shall bring any alcoholic beverages upon the cemetery property.

3.10 No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.

3.11 No person shall engage in soliciting of any kind in the cemetery.

3.12 All workers in any capacity within the cemetery including masons, carters, stonemasons, erecters or helpers are subject to the direction and control of the Manager, and to the provisions of this By-law.

3.13 No person shall operate any vehicle in excess of ten kilometres per hour within the cemetery and shall not leave the roadway nor park so as to block the roadways.

3.14 All persons, with the exception of the lot owners, and from their lots only, are prohibited from taking flowers, plants or other material from lots or graves in the cemetery or from picking flowers or breaking any tree, shrub or plant, or writing upon, or defacing any monument, fence or structure in or belonging to the cemetery.

3.15 Any complaints by lot owners or visitors should be made to the Manager and not to the workmen on the grounds.

3.16 Any decision of the Manager made under this By-law may be appealed to the Board or a Committee of Council.

3.17 Any person disturbing the peace, quiet and good order of the cemetery by noise or other improper conduct, or who violates any of these rules, may be expelled from the cemetery grounds.

3.18 Right to Re-survey

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 unsold part of a municipal cemetery, subject to approval of the appropriate authorities.

4. SALE OF LOTS:

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

4.1 Lots and graves may be purchased from the Municipality for cash at the tariff rates prescribed in Schedule “A” and payment shall be made at the Secretary-Treasurer’s office.

4.2 A pre-need burial lot may be purchased for cash or upon the installment basis. A contract in the form set forth in Schedule “B” to this By-law shall be executed by the purchasers and by the Manager on behalf of the Municipality. Where a purchase is made upon the installment basis, the full amount payable to the Care and Maintenance Fund as prescribed in the Tariff of Charges, shall be paid at the time the application is submitted. The balance shall be paid within ninety (90) days.

4.3 An at-need lot may be purchased by executing a contract in the form set forth in Schedule “C” to this By-law completed and signed by the purchaser or a personal representative of the deceased, together with payment of the purchase price set out in the Tariff of Charges applicable at the time.

4.4 Single lots shall be sold in rotation and no selection of such lots shall be permitted and not to exceed two except in special cases when approved by the Cemetery Board.

4.5 All monies received for Perpetual Care of lots shall be placed to the credit of a special account in a chartered bank, to be known as “The Perpetual Care Fund
Account" and shall be invested from time to time by the Municipal Treasurer under the guidance of Council.

4.6 All income from the monies received from Perpetual Care, whether in a chartered bank, together with all other income whatsoever source, shall be placed to the credit of a "Current Expense Account" and shall be used for the ordinary expense and maintenance and improvement of the cemetery.

4.7 Every purchaser of a lot shall abide to all existing or future regulations that exist or that may be established by the Municipal Council.

4.8 The Board may proceed to repossess the unused portions in any lots as provided by the Cemetery Act.

5. CONDITIONS OF SALE:

5.1 The purchase price of a lot shall be set forth in Schedule "A", Tariff of Charges.

5.2 All payments shall be made at the Municipal Office, and the purchaser shall receive a receipt for each payment.

5.3 The purchaser shall not be entitled to a Certificate of Interment Rights (C) purchased by him until the purchase price is paid in full.

5.4 The Manager may permit a purchaser to finance a purchase to a maximum of ninety (90) days from the date of execution of the account. If the purchaser does not pay the full purchase price within ninety (90) days, then the contract shall be of no further effect and all monies paid by the purchaser shall be refunded, except those which have been applied to the Care and Maintenance Fund.

6. TRANSFER/RE-SALE OF INTERMENT RIGHTS:

6.1 The purchaser may require, by written demand, that the cemetery repurchase the interment rights at any time before they are used.

6.2 A purchaser may transfer interment rights subject to the terms and conditions herein contained.

6.3 a) A purchaser may gift, bequest or otherwise transfer his interment rights to another person, by giving notice of the transfer to the Manager. Upon receipt of the notice and the original Certificate, the Manager shall issue a new Certificate of Interment Rights to the Transferee. The consideration for such transfer shall not exceed the current prices established in this By-law.

b) The Interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with a required contract, etc.:

1. an interment rights certificate endorsed by the current rights holder
2. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available.
3. any other documentation in the interment rights holder(s)' possession relating to the rights

6.4 In the case of a transfer of Interment Rights, the transfer shall be recorded as follows:

a) In cases of transmission of ownership by will or bequest of interment rights, the Municipality reserves the right to require the production of a notary's copy of the will or other evidence to prove ownership. The Municipality recommends rights holders to bequeath them and to mention the lot number in their will.

b) In case of intestacy, or, where the lot has not been bequeathed in the Will, the Committee shall recognize as the Interment Rights Holder, that person listed as receiving the residue of the estate or, that party designated in an agreement in writing executed by the immediate heirs.
c) Letter from family members.

6.5 To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein will be binding upon the Municipality until notice is given in writing to the Cemetery Manager specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, the transfer will be made.

6.6 An interments rights holder may require, by written demand, the Municipality to repurchase the rights at any time before they are used. The Municipality will repurchase the rights within thirty days from the date the request was received. The Municipality is not required to repurchase interments rights in a plot in which any interment rights have been exercised.

6.6 If any portion of the interment rights has been exercised, the purchase or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

6.7 The repurchase price of interments rights will be the amount paid by the purchaser for the rights less the amount paid by the Cemetery Owner to the Care and Maintenance Fund. This also applies to all purchases or contracts that were made before this Act came into being.

6.8 If the original selling price is unknown, the repurchase price will be deemed to be $50.00 as according to the Cemetery Act, B.C. 1986.

6.9 a) The third party purchaser will be provided with the following documents by the cemetery operator:

i) an interment certificate endorsed by the current rights holder (Schedule E Part 1)
ii) a copy of the cemetery's current By-laws
iii) a copy of the cemetery’s current price list
iv) if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
v) any other documentation in the interment rights holder(s) possession relating to the rights.

6.9 b) The cemetery operator will require:

i) a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser (Schedule E Part 1)
ii) confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment rights
iii) record the date of transfer of the interment rights to the third party
iv) the name and address of the third party purchaser(s) (Schedule E Part 2)
v) a statement of any money owing to the Cemetery Operator in respect to the interment rights.

6.9 c) Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser and complete the Cemetery Operator Acknowledgement and Acceptance of the resale.

6.9 d) Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery By-laws and the FBCSA.

6.9 e) The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator’s current price list.
6.9 f) The cemetery operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment rights.

7. INTERMENT:

7.1 No interment shall take place without a Burial Permit nor until the person making arrangements for the interment has complied with the By-laws, rules and regulations applicable to burials. Persons making purchases or making arrangements for burials shall be responsible for all charges incurred.

7.2 The Manager shall not open any grave on any lot unless and until the person or persons ordering the grave first exhibit to his satisfaction either;

a) a contract respecting the purchase of Interment Rights and/or opening or closing charges, duly executed by the person responsible for the payment of the purchase price and opening charges;

b) for indigent burials, a warrant indicating that the Regional Welfare Administrator shall be responsible for all costs of such burial;

c) or whenever required by the Manager, a written order signed by the owner and delivered to the cemetery office. In the event that the order cannot be signed by an owner, it may be signed by a responsible person; however, the person signing shall be responsible for all charges in connection with the order;

d) for cremated remains burial, a certificate of Cremation signed by the superintendent of the Crematorium at which cremation took place.

7.3 Notice of the opening of a grave shall be given to the Manager not less than a full ten (10) working hours prior to the burial. Notice shall be given by the owner of the lot upon which the grave is to be opened, or by the owner’s agent. For the purposes of this Section, Saturdays, Sundays and holidays shall not be considered in determining working hours.

7.4 All funerals within the cemetery shall be under the direction of the Manager or his designate. Except under an order from the Medical Officer of Health, no interment shall be made on New Year’s Day, Good Friday, Easter Sunday, Easter Monday, Christmas Day or Civic Holiday. No burial shall be permitted on any Sunday. These days are set aside for visiting the cemetery.

7.5 The Manager may use single grave lots for single depth burials for indigents upon receiving a written order from the Regional Welfare Administrator to that effect.

7.6 The Municipality shall not be held responsible for errors in the location of graves on lots arising from improper instructions of lot owners. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner. Under no circumstances shall the Municipality assume responsibility for errors in opening graves where orders are given by telephone.

7.7 In those cases where the first burial in an adult grave is at sufficient depth and a steel or concrete vault has been used, a second adult burial above the first is permitted, but not more than two burials may be made in any one grave. In those cases where the first burial in an adult grave is at sufficient depth, an infant burial above the first adult is permitted at a 3’ depth.

7.8 No interment equipment except that provided by the Municipality shall be used, except as noted in sub-section 10 below.

7.9 No grave shall be opened or closed except by cemetery staff.

7.10 When concrete vaults or liners are used, they shall be installed by the supplier who shall use his own equipment.
7.11 If for any reason, the Manager determines that a burial cannot be made on the day of the funeral, he may direct that the body be placed in temporary entombment and the burial shall be made as soon after the day of the funeral as conditions permit. For such service, no charge shall be made for the use of the mausoleum.

7.12 Interments will take place starting May 1 until November 15. Weather permitting. There will be no interments during the freezing and thawing season unless an order from the local Officer of Health is issued. Spring burials will be performed as soon as ground conditions permit. No burial after first snowfall; burials to resume in the spring.

7.13 The bodies of persons who have died from contagious diseases cannot be admitted to the mausoleum but must be interred.

7.14 The Cemetery vault must be empty by May 15th, weather permitting.

7.15 No un-embaired bodies will be place in the vault.

7.16 Caskets being stored in vault must be solid in construction with no less than four (4) handles.

7.17 A body will not be placed in a reinforced cardboard container for storage.

7.18 Remains to be buried in a lot must be enclosed in a container/coffin 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.

8. CREMATED REMAINS INTERMENT:

8.1 a) No cremated remains of bodies of deceased persons shall be buried in the cemetery except in accordance with the provisions of this By-law.

   b) No interment of cremated remains shall take place without a Cremation Certificate nor until the person making arrangements for the cremated remains interment has complied with the By-laws, rules and regulations applicable to burials. Persons making purchases or making arrangements for burials shall be responsible for all charges incurred.

8.2 Cremated remains of a body of a deceased person may be buried upon a lot purchased for such purpose.

8.3 a) A maximum of two (2) cremated remains burials shall be permitted in an ash burial lot.

   b) In the cremated remains section where markers are supplied with the purchase of a 2’x2’ lot, a maximum of 2 cremated remains burial shall be permitted.

8.4 A maximum of eight (8) cremated remains shall be permitted in a vacant adult lot - space permitting.

8.5 In those cases where a body has been buried in an adult grave at a sufficient depth, cremated remains of the body of a deceased person may be buried upon such grave, but not more than two burials of cremated remains shall be permitted in any such lot.

8.6 Where, in accordance with sub-sections (3), (4) and (5) above, there is more than one burial in a lot, then there shall be no more than one monument and two markers, or two markers on that lot.

8.7 Bodies of lower animals shall not be buried in the cemetery.

9. DISINTERMENT:

9.1 a) The disinterment of a body once properly interred, shall not be made without an Order signed by the Regional Medical Office of Health. An Order from the
local medical officer of health is not required for the removal of cremated remains.

9.1 b) 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).

9.2 All disinterments shall occur in the presence of an Inspector of the Regional Medical Office of Health and the Manager or his designate and the requirements of the Cemeteries Act (Revised) and regulations thereunder shall be observed.

9.3 Disinterments will be made by arrangement with the Manager.

9.4 If the burial was made in other than a permanent outer casing, a new outer casing must be supplied upon recommendation of the Regional Medical Office of Health.

9.5 Any markers or monuments designating the location of an interment shall be removed twenty-four hours prior to the time of disinterment. The charge for disinterments shall be as set forth in Schedule "A", Tariff of Charges.

10. CARE OF LOTS:

10.1 Lot decorations shall be deemed to include all ornaments, candles, plantings or other embellishments, with the exception of headstones, monuments and markers which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole or because they may intensify maintenance problems, no lot decorations shall be permitted except in accordance with the following rules:

a) No lot decorations permitted by this By-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.

b) Copings, fences, curbs, benches, steps, structures and containers of glass, or other equally perishable and destructible materials are prohibited.

c) Due to hazards created to workers, visitors, as well as monuments, during grass cutting operations, granular decorative stones will not be permitted in the cemetery.

d) Floral tributes are permitted if placed on a grave at the time of a funeral and shall be removed from plots by cemetery staff as soon as they become unsightly.

e) Flowerbeds are permitted in the upright monument areas only. All requests for flowerbeds must be given to the Manager. Flowerbeds will be no wider than fourteen (14) inches out from the front of the monument and no wider than the width of the lot.

f) Shepherd's hooks, lights may be place on a lot providing the item is placed up to/against the foundation of the monument/marker.

g) Artificial flowers are permitted in all sections of the cemetery except on flat markers, if they are properly secured to a monument.

h) Artificial wreaths and flowers may be placed and remain on graves only from the Friday prior to the first day of October to the first day of May. Only one artificial wreath or one artificial flower arrangement shall be permitted on any single lot and no more than two on any other plots. No plastic film is permitted on artificial wreaths or artificial flowers. If such decorations are not removed by the first day of May, they shall be considered abandoned and may be disposed of by the cemetery staff.

i) Except in cremated remains burial areas, additions of bronze ornaments such as candleholders, vases or statues bolted to the monument of the base itself in a secure and safe fashion shall be permitted.
j) The planting of shrubs will be mitted upon written request to the Manager, on each side of the monument, within lot lines, on the condition that these be controlled and trimmed so as not to obstruct the neighbouring monuments and grounds maintenance. Should these conditions not be respected, the shrubs will be removed.

k) Any workman within the vicinity of a service at the cemetery shall cease work until the conclusion of the service.

10.2 All grading, sodding, seeding, top-dressing, fertilizing and watering of lots, sodding and seeding and covering of graves and planting of trees and shrubs shall only be done by the Manager, cemetery staff and those authorized by the manager.

10.3 a) The Municipality shall not be responsible for any damages to lots and structures or objects thereon, or for flowers or articles removed from any lot or grave. The Municipality shall only be responsible for damage to monuments and/or markers caused by the Manager or cemetery staff. The Municipality will notify the immediate family of any damage.

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

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

10.5 Any article, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty of design of the cemetery, may be removed by the Municipality. Any article removed will be held at the Municipal Office for collection. If not collected, it will be disposed of after 30 days.

10.6 Rubbish shall not be thrown out on the roads, walkways or on any part of the grounds or buildings. Receptacles shall be provided at convenient points on the grounds for such purposes.

11. MEMORIAL SERVICES:

Prior to any Memorial Service being held in the cemetery, the Municipality shall be given fifteen (15) days notice in writing together with a satisfactory undertaking that the costs of repairing any damage which may be occasioned will be paid by the party conducting such a Memorial Service.

12. MARKERS AND MONUMENTS:

12.1 All monuments and headstones of any kind erected in the cemetery shall be constructed of granite and all markers shall be constructed of granite or shall consist of a bronze plate anchored in a concrete slab or granite foundation. Any other type of upright structure shall be in a concrete base subject to restriction in Section 12.

12.2 Every marker shall be flush and level with the ground and shall be positioned in a location approved by the Manager. Pillow (Hickey) shall have a minimum of 6" x 3" slope when on concrete or granite pad and shall be placed at the head of the grave only; otherwise they must be flat.

12.3 No memorial shall be placed upon a lot unless the purchase price and any other outstanding charges for such lot have been paid in full.

12.4 All markers shall be of uniform thickness of not less than four (4) inches.

12.5 On any lot designated for an infant or an adult, no memorial shall be wider than the width of the grave plot.

12.6 On any single grave lot, a pillow (hickey) shall not exceed forty two (42) inches in width by twenty (20) inches in length, excluding the cement border. In Cache Bay, where some lots are 3' x 7' this will be limited to thirty (30) inches.
12.7 On a multiple grave plot, no Pillo (ickey) shall exceed forty-eight (48") inches in width by twenty (20") inches in length, excluding cement border.

12.8 An upright memorial shall not be less than six (6) inches thick. Monuments installed by Veteran’s Affairs will be exempt.

12.9 In the cremation section, only bronze or granite flat markers shall be permitted, subject to the following conditions:

a) A bronze marker shall be a maximum of twelve (12) inches in size on a granite or concrete base and shall be set in a square cement border of not less than four (4) inches in thickness and shall be laid with the surface of the marker flush to the ground.

b) In the cremated remains section, all granite markers shall be laid with the surface of the marker flush to the ground and granite markers shall be no larger than 20 inches by 12 inches and shall be at least four (4) inches in thickness.

c) Temporary markers may be erected, but not for a period of more than twelve (12) months from the date of burial.

d) In the cremated remains section where markers are supplied by the owner, all granite markers shall be laid with the surface of the marker flush to the ground and granite markers shall be 20" X 12" and shall be at least four (4) inches in thickness.

12.10 Not more than one monument shall be erected on any one lot unless special permission is granted by the Municipality for placing it otherwise.

12.11 There shall be no liability by the Municipality for damaged monuments due to vandalism. The immediate family shall be notified by the Municipality of any damage.

12.12 In the case of a monument with a columbarium base designed to hold ashes, the weight of the die stone shall no exceed 50% of the carrying weight of the base.

12.13 Where two (2) lots are situated head to foot, there shall be no more than one monument and two markers or two markers and these will be placed at the head of the upper lot.

12.14 In accordance with Section 8.6 of this By-law, where two (2) markers are installed on a regular sized lot, these markers shall be a maximum of twenty (20) inches wide and sixteen (16) inches in depth; and

Where one marker is installed on a regular sized lot, this marker shall be a maximum of forty two (42) inches wide and twenty (20) inches in depth.

13. MONUMENT POSITION:

13.1 a) 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.

b) All monuments shall be placed at the centre of the head of the lot except where the alignment of existing nearby monuments justifies another location. Approval of the location of a monument must be obtained from the Manager before such monument is set.

13.2 No monument shall encroach on any adjoining lot.

13.3 No monument over twelve (12) inches in height shall be erected upon any lot unless the sub-base is of uniform thickness and the foundation is to the satisfaction of the Manager.

13.4 No monument, including the base, shall exceed three (3) feet in height.
13.5 All concrete foundations for upright monuments and Pillow (Hickey) shall be a maximum of forty-eight (48") inches in width, and twenty (20) inches in length. For Cache Bay where some lots are not the standard size of 4' X 8', the maximum shall be thirty-six (36") inches in width and twenty-four (24) inches in length and extending by three (3) inches the perimeter of the granite base. The concrete base for Pillow (Hickey) markers shall be a minimum of four (4) inches in thickness with a maximum of six (6) inches in thickness and extending by three (3) inches the perimeter of the granite base, constructed at the expense of the lot owner and no monument may be delivered to the cemetery until the foundation is completed. (See schedule 'D')

a) On a single grave lot, the base of a monument shall not exceed forty (40") inches in width. For Cache Bay, where some lots are not the standard size of 4'x8', the base of a monument shall not exceed twenty-eight (28") inches in width.

b) On double graves and family plots, a monument will be allowed as long as its base does not exceed 80% of the width of the lot. Maximum height to be restricted to four (4') feet including base.

c) All granite bases shall be a minimum of 6"(six inches) thick.

13.6 Any person engaged in placing or removing a monument shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment immediately upon completion of the work so that the site is left in a clean and orderly condition.

13.7 All foundations for monuments and/or other structures are the responsibility of the monument dealers or a designate as assigned by the Cemetery Board. The location is to be identified by the Cemetery Manager prior to any installation of same.

13.8 The owner may, on receipt of his Certificate, at his own expense, have a Cemetery Manager or designate identify the four corners and only then would the owner be allowed to install corner posts on the four corners of the said lot.

13.9 When any monument, gravestone or memorial of any kind is to be removed, or any inscription made or cleaning done, permission shall be obtained by the Board. Application for such permission shall be made in writing by the owner of the lot, with a description of the work proposed. Monument dealers can advise the Board on behalf of family.

13.10 Every contractor employed to do work in the cemetery shall first present an application to the Manager signed by the lot owner or his representative, requesting permission to employ such contractor to do the work herein specified. The application shall designate the section and lot.

13.11 Any workmen who damage any lot, tombstone, monument or other structure, or otherwise do any injury in the cemetery, shall be personally responsible for such damages or injury, and in addition thereto, their employer shall be liable therefore.

13.12 All work must be done during regular cemetery hours, unless arrangements are made with the Cemetery Manager.

13.13 No work shall be commenced on Saturday that cannot be finished, and the litter and debris removed, by the hour of noon on that day.

13.14 Heavy loads shall not be permitted on the cemetery ground when the roads are in an unfit condition.

13.15 No inscription shall be placed on any monument or marker which, in the opinion of the Municipality, is not in keeping with the dignity and decorum of the cemetery.

14. SAFETY

14.1 If a monument in a cemetery presents a risk to public safety because it is unstable, the Manager shall arrange to lay down the monument so as to remove the risk.
14.2 All other maintenance is the responsibility of the cemetery owner.

14.3 In the event of damage to a marker or monument as a result of vandalism, natural or other causes or events beyond the control of the Committee, the owner of a marker shall repair, restore or replace the maker as soon as may be reasonably possible.

14.4 Restoration, alteration, or removal of any marker or monument by the interment Rights Holder, shall be permitted only upon written application to the Manager and on such terms as the Committee shall deem necessary.

15. **TARIFF OF CHARGES:**

Schedule "A" attached to this By-law shall form the Tariff of Charges to regulate the fees to be paid for the purchase of lots or services in the cemetery. The Tariff of Charges may be amended from time to time by Council as it deems appropriate and subject to the approval of the Registrar appointed under the *Cemeteries Act (Revised)* R.S.O. 1990.

16. **CONTRACTS AND CERTIFICATES OF INTERMENT:**

16.1 The Contract for the purchase of Interment Rights or Cemetery Supplies or Services is attached as Schedule "C" to this By-law.

16.2 The form of Certificate of Interment Rights is attached as Schedule "C" to this By-law.

16.3 The Manager is hereby authorized to execute, on behalf of the Municipality, the Contract referred to in Schedule "B" and the Certificate referred to in Schedule "C".

17. **REQUIREMENTS FROM CONTRACTORS**

   a) Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

   b) Prior to the start of any said work, contractors must provide proof of the following:

      - WSIB coverage
      - Occupational Health and Safety compliance standards
      - Environmental Protection
      - WHMIS
      - Evidence of liability insurance of not less than Two Million Dollars ($2,000,000.00)

   c) All cemetery By-laws apply to all contractors and all work carried out by contractors within the cemetery grounds. (See 3.12 also)

18. **COLUMBARIUM (draft only – likely to be added to or amended)**

   a) Payment must be made to the cemetery operator before a Columbarium interment may take place.

   b) Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

   c) To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or to install all lettering, vases, adornments or any other approved attachment.

   d) No person other than cemetery staff shall remove or alter niche fronts.
19. **PENALTIES:**

Every person who contravenes any of the provisions of Section 3 of this By-law is guilty of an offence and on conviction is liable to a fine of not more than five thousand ($5,000.00) dollars, exclusive of costs. Procedures shall be by way of the Provincial Offences Act.

20. **EFFECTIVE DATE:**

This By-law shall come into effect upon receiving the approval of the Ministry of Consumer Services and upon receiving third reading by the Municipal Council of the Corporation of the Municipality of West Nipissing.

21. **BY-LAWS REPEALED:**

That By-laws 2008-28, and 2010/61 are hereby repealed.


[Signatures]

**CLERK**
Price lists, contracts, and the certificate of interment rights are no longer required to be filed with the Ministry as of July 1st 2012 but cemeteries in Ontario must be in full compliance regarding these requirements.
THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Adult Lot: 40% of the purchase price or $250.00 – whichever is greater
Cremation Lot: 40% of the purchase price
Niche: 15% of the purchase price or $100.00 – whichever is greater

CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

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

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

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

1) The cemetery owner shall repurchase the interment rights within thirty (30) days from the date the written demand was received.
2) The repurchase price of the interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount that the cemetery owner paid into the Care and Maintenance Fund, or the predecessor of such a fund, in respect of the interment rights.
3) In accordance with the Cemetery By-laws, the following restrictions on the exercising of the interment rights apply: See Sec. 7 & 8 of West Nipissing Cemetery By-law 2012/______.
4) In exercising the interment rights contracted herein, the following documents are required: **Burial Permit/Certificate of Cremation
   **Certificate of Interment Rights
5) In accordance with the Cemetery By-laws, the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: See Sect. 12 & 13 of West Nipissing Cemetery By-law 2012/______.
6) If a purchaser transfers an interment right, the purchase shall give notice of the transfer to the cemetery owner and return the original certificate of interment rights. The cemetery owner shall issue a new certificate of interment rights to the transferee.
7) In accordance with the Cemetery By-laws, the following restrictions apply on the transfer of interment rights: See Section 6 of the West Nipissing Cemetery By-law 2012/______.
8) The certificate of interment rights shall not be issued until the interment rights have been paid for.
9) The certificate of interment rights shall be issued within thirty (30) days from full payment of the contract.
10) Payment under this contract shall be applied first to the purchase of the rights before being applied to the purchase of any other supplies or services under the contract.

A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS

1) The purchaser has the right to cancel the contract within the thirty-day period following the day that the contract is made.
2) The purchaser’s right to cancel survives the thirty-day period until such time as the cemetery owner provides the cemetery supplies and services.
3) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty-day period immediately following the day the contract is made.
4) The purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than thirty days after the contract is made. Such service is the lesser of 10% of the amount paid by the purchaser for the pre-need supplies and services, together with any income earned by the cemetery owner of the 10% since the purchase or $200.
SCHEDULE "B" TO BY-LAW

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SUPPLIES OR SERVICES**

Operator Licence Number 3290233
THE MUNICIPALITY OF WEST NIPISSING

Verner Cemetery - Site Licence 02722
Field Cemetery - Site Licence 02735
Sunnyside Cemetery - Site Licence 02739
Cache Bay Cemetery - Site Licence 02760

THIS AGREEMENT made and executed in duplicate this ______ day of ________ 20____ IN PURSUANCE OF THE CEMETERIES ACT and regulations and all amendments thereto.

BETWEEN:

THE MUNICIPALITY OF WEST NIPISSING
(Name of the Owner of the Cemetery)
a body licensed under the laws of the Province of Ontario in having its head office at
Suite 101, 225 Holditch Street, Sturgeon Falls, ON P2B 1T1
Telephone Number 705-753-2250 hereinafter called the "Owner"

AND:

(Name of Purchaser)
of
(Address) hereinafter called the "Purchaser"

WHEREAS the Purchaser wishes to purchase from the Owner the interment rights below in the
Cemetery hereinafter called the "Cemetery"

Description: Provide full particulars of the location and dimensions of the lot to which interment rights apply. (Where interment rights are in a private structure (i.e. mausoleum or columbarium, indicates the total number of niches or compartments in the structure.)

<table>
<thead>
<tr>
<th>Section Number</th>
<th>Lot Number</th>
<th>Dimensions X</th>
<th>(including area)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Columbarium</td>
<td>Number</td>
<td>Total number of Niches</td>
<td></td>
</tr>
</tbody>
</table>

Having a volume of ______ cubic _________ as shown in the approved plan of the Cemetery.

THEREFORE, the Owner and the Purchaser agree as follows:

1. **PURCHASE PRICE** – The total purchase price shall be ___________ dollars ($ _________), which sum includes the charges and all applicable taxes as itemized below:

   - Adult Lot $ ___________ SUB TOTAL $ _________
   - Columbarium Niche
   - Cremation Lot $ _________ TOTAL SALE $ _________
   - Other (List) $ _________ Less down payment ( _________)
   - $ _________ Net amount to be Financed
   - $ _________ BALANCE DUE $ _________

   such amount to be paid in _________ installments of _________ dollars ($ _________) each.

2. **CARE AND MAINTENANCE** - Forty percent (40%) of the purchase price set out in Clause 1 to this Contract shall be set aside for care and maintenance and deposited with the Trustee of the Care and Maintenance Fund.

3. **COLUMBARIUM** - This Contract relates to interment rights in a private structure which is subject to the Cemetery's By-laws.

   □ NO  □ YES Number of niches or compartments in structure _________.
SCHEDULE "B" TO BY-LAW 2012

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SUPPLIES OR SERVICES

☐ PRE-NEED ☐ AT NEED

Operator Licence Number 3290233
THE MUNICIPALITY OF WEST NIPISSING

Verner Cemetery - Site Licence 02722  ☐
Field Cemetery – Site Licence 02735  ☐
Sunnyridge Cemetery – Site Licence 02739  ☐
Cache Bay Cemetery – Site Licence 02760  ☐

THIS AGREEMENT made and executed in duplicate this __________ day of __________, 20__ IN PURSUANCE OF THE CEMETERIES ACT and regulations and all amendments there to.

BETWEEN:

THE MUNICIPALITY OF WEST NIPISSING
(Name of the Owner of the Cemetery)
a body licensed under the laws of the Province of Ontario, in having its head office at
Suite 101, 225 Holditch Street, Sturgeon Falls, ON P2B 1T1
Telephone Number 705-753-2250

AND:

(Name of Purchaser)
of __________
(Address)
hereinafter called the "Owner"

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

THEREFORE, the Owner and the Purchaser agree as follows:

1. PURCHASE PRICE – The total purchase price shall be __________ dollars ($_______), which sum includes the charges and all applicable taxes as itemized below:

☐ Interment $ __________
☐ Sale of an Interment Rights
☐ Opening and closing of a lot
☐ Amount to Care and Maintenance for marker Installation
☐ Other (list)

Ontario Licence Fee (Inclusion optional) __________

SUB TOTAL __________

HST __________

TOTAL SALE __________

Less down payment (_______)

Net amount to be financed __________

BALANCE DUE __________
SCHEDULE "C" TO BY-LAW 2012/

CORPORATION OF THE MUNICIPALITY OF WEST NIPISSING
INTERMENT RIGHTS CERTIFICATE

Certificate # ___________________ Date purchased: ________________
Contract #: __________________

<table>
<thead>
<tr>
<th>Rights Holder(s) Name</th>
<th>Rights Holder(s) Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Record the rights Holder(s) Information)</td>
<td>(Record the rights Holder(s) Information)</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>City:</td>
<td>City:</td>
</tr>
<tr>
<td>Province:</td>
<td>Province:</td>
</tr>
<tr>
<td>Postal Code:</td>
<td>Postal Code:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cemetery Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cemetery Address:</td>
</tr>
<tr>
<td>Phone #: 705-753-2250</td>
</tr>
<tr>
<td>Interment Right Location:</td>
</tr>
<tr>
<td>Interment Right Type:</td>
</tr>
<tr>
<td>(Detailed description of the location with lot &amp; plot number)</td>
</tr>
<tr>
<td>Price:</td>
</tr>
<tr>
<td>(Show a minimum of $250.00 or 40% of the purchase price)</td>
</tr>
<tr>
<td>Area: (Show square meters or dimensions)</td>
</tr>
<tr>
<td>Interment Right Capacity: (see Sections 7 &amp; 8 of By-law)</td>
</tr>
<tr>
<td>Memorialization Permitted: (See sections 11-13 of By-law)</td>
</tr>
</tbody>
</table>

Please refer to the Cemetery By-laws provided to you at the time of purchase for a complete listing of By-laws that apply to your specific Interment Right.

The Cemetery By-law permits Private transfer or resale, allowing the Rights Holder(s) to only transfer their Rights back to the Cemetery Operator for the current value in effect on the Cemetery Price list at the time of transfer.

The Interment Rights Certificate must be returned to the Cemetery Operator if the Rights Holder(s) wish to transfer their rights to a third party purchaser, a transferee, or back to the Cemetery Operator. If the original Interment Rights Certificate is misplaced, the Cemetery Operator must issue a duplicate certificate in order to complete the transfer of ownership of the Interment Rights, and the Cemetery Operator is entitled to charge an administration fee (as shown on the Cemetery Price List) for the issuance of a duplicate certificate.

Authorized signature ___________________ (Date Certificate was issued) ___________________
SCHEDULE “E”- Part 1 to BY-LAW 2012/

RESALE ENDORSEMENT OF INTERMENT RIGHTS

PART 1 - RIGHTS HOLDER(S) ENDORSEMENT OR RESALE

I/we, the rights Holder(s) registered on the cemetery records hereby wish to resell the Interment Rights in Section ____________ Lot __________, in the ____________________ Cemetery, __________________ (Address of Cemetery) to the third party purchaser (the “Transferee(s)”).

I/we certify that the Interment Rights are being resold in accordance with the Funeral Burial and Cremation Services Act, Ontario Regulation 30/11, and the Cemetery By-laws. I/we further certify that the resale is for an amount no greater than the value on the cemetery price list in effect, at the time this resale is completed. I/we hereby acknowledge and direct the ______________ Cemetery to resell the Interment Rights to the Transferee(s) listed below.

Signed: __________________________
(Rights Holder’s name)

(Note: If there is more than one Rights Holder, all living Rights Holders should sign the endorsement certificate.)

SCHEDULE “E”- Part 2 to BY-LAW 2012/

RESALE ENDORSEMENT OF INTERMENT RIGHTS

PART 2 - ACKNOWLEDGEMENT OF TRANSFEREE(S)

I/we the Transferee(s) acknowledge that we have received a current copy of the Cemetery By-laws from the Rights Holder(s). I/we have reviewed the Cemetery By-laws as they may apply to the Interment Rights and hereby agree to abide by the Cemetery By-laws and certify that I/we meet all necessary qualifications and restrictions under those By-laws. I have been informed by the Rights Holder(s) that the Interment Rights being resold contains _____ Lots, and that _____ Lots have been utilized and _____ remain available for future use.

Transferee’s Name: ____________________________
Address: ___________________________________
City: _______________________________________
Province: __________________ Postal Code: _______

Signed: ___________________________________

(Note: If there is more than one Transferee, all transferees should be listed in full on the endorsement certificate in order to register their names and addresses on the cemetery records.)
SCHEDULE “E”- Part 3 to BY-LAW 2012/

RESALE ENDORSEMENT OF INTERMENT RIGHTS

PART 3 - CEMETERY OPERATOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE RESALE

[Text of the endorsement form, details not visible in the image]

Accepted on behalf of the ____________________________ Cemetery.

Licensee: ____________________________ License #: ____________________________

Date of Resale: ____________________________