



THE CORPORATION OF THE TOWN OF RAINY RIVER

BY-LAW 1622-15

Being a by-Law to establish rules and regulations to be used in connection with Forest Lawn Cemetery.

WHEREAS Forest Lawn Cemetery in the Town of Rainy River is owned by the Corporation of the Town of Rainy River;

AND WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c. 33, O. Reg. 30/11, Sections 150 – 153 provide that a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment rights;

NOW THEREFORE BE IT ENACTED as a by-law of the Corporation of the Town of Rainy River as follows:

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These by-laws are the rules and regulations that govern Forest Lawn Cemetery and have been approved by the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Cemeteries Regulations Unit, Ministry of Consumer Services.

A. DEFINITIONS

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

By-laws: The rules and regulations under which the Cemetery (and/or Crematorium) operates.

Care and Maintenance Fund: 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 Cemetery.

Cemetery: The Forest Lawn Cemetery.

Cemetery Employee: An employee of the Corporation employed at the cemetery.

Cemetery Plan: A plan of the cemetery approved by the Ministry of Government and Consumer Services.

Clerk: The clerk of the Corporation.

Columbarium: Defined as follows:

- (a) A structure designed for the purpose of placing cremated human remains in a sealed compartment above ground.
- (b) "Personal columbarium" shall mean a monument (as defined below) which houses a receptacle for cremated remains.

Committee: The Forest Lawn Cemetery Committee in which, for the time being, is vested jurisdiction over the Cemetery.

Contract: For 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.

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.

Corporation: The Corporation of the Town of Rainy River, as cemetery operator.

Council: The municipal council of the Town of Rainy River.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

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

Interment: See "Burial".

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

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

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

Lot: For the purposes of these by-Laws a lot is a single grave space defined as follows:

- (a) "Adult grave" shall mean any burial space of 3.05 m by 1.22 m (10' x 4') and intended for the burial of one (1) full size casket and/or up to two (2) cremated remains.
- (b) "children's grave" shall mean any burial space of less than 1.52 m x 0.61 m (5' x 2') and intended for burial of an infant.

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

Ministry: The Ministry of Government and Consumer Services.

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

Niche: An individual compartment in a columbarium for the entombment of cremated human remains.

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

Price List: The tariff of fees and charges for interment rights and cemetery services and supplies, as revised from time to time, duly filed with the Registrar and not disallowed.

Registrar: The Registrar appointed under Funeral, Burial and Cremation Services Act.

Resident: Defined as follows:

- (a) A person who at the time of their death has been residing in the Town of Rainy River for a period of at least seven (7) months prior to their death.
- (b) A person who at the time of their death had been institutionalized or, who had been under the direct care of and living in the home of a member of their immediate family, providing

the person has been a resident of the Town of Rainy River for a period of at least seven (7) months prior to departure from the Town of Rainy River to be institutionalized or to reside with their immediate family.

Treasurer: The Treasurer of the Corporation of the Town of Rainy River.

Vault: A sealed shell made of pre-cast concrete or equal as approved by the Clerk placed entirely below the surface of the ground.

Wooden Rough Box: A reinforced plywood box sufficient enough in size to bridge a coffin, casket or urn over its entire length.

B. BYLAWS PERTAINING TO GENERAL INFORMATION

Hours of Operation: M-F 9:00 a.m. – 4:30 p.m. (closed on statutory holidays)

Visitation Hours: 24/7 access to cemetery grounds

Office Hours: M-F 9:00 a.m. – 4:30 p.m.

Burial Hours: M-F 11:00 a.m. – 2:00 p.m. (casket)

M-F 11:00 a.m. – 3:00 p.m. (urn)

Weekend burial of an urn requires prior approval.

No burials will take place on statutory holidays.

General Conduct:

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

No person may damage, destroy, remove or deface any property within the Cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

During a burial service all work in the immediate vicinity shall cease.

Children under the age of twelve years shall not be admitted to the Cemetery except in charge of an adult, who shall be responsible for their good conduct.

No horse, bicycle, vehicle or motor vehicle shall be ridden, or driven at a rate of speed greater than fifteen kilometres per hour, nor parked or left in or upon any portion of Cemetery except upon driveways thereof.

No horse, bicycle, vehicle or motor vehicle shall be parked or left on any driveway so as to obstruct traffic and whenever required the person in charge thereof shall remove the same.

The owner of a horse, bicycle, vehicle or motor vehicle as well as any person in charge thereof, shall be liable for any damage or injury caused or sustained by or through the same in the Cemetery in violation of any of the provisions of this By-law or of the Regulations.

No dogs are permitted within the Cemetery.

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

No person shall break, injure or interfere with any tree or shrub, or pick, injure or remove any flower, wild or cultivated.

No person shall carry or bring any firearms within the Cemetery or discharge the same therein, except in connection with a Military funeral.

No person shall pay any money to any Cemetery employee in reward for any personal service or attention.

Any person disturbing the quiet or good order of the Cemetery by noise or other improper conduct, or who shall violate any of the By-laws or Regulations shall be compelled to leave the grounds forthwith.

General Administration:

Subject to the jurisdiction of Council, the Forest Lawn Cemetery shall be governed and controlled by the Forest Lawn Cemetery Committee.

Subject to the jurisdiction of the Council, the administration, management, maintenance and improvements of the Cemetery shall be the responsibility of the Municipal Clerk.

The Clerk shall keep such Registers, Records and Books as are necessary for properly recording all matters, acts, deeds and things pertaining to the Cemetery, and as may be prescribed.

The Treasurer shall keep such books, accounts and records as are necessary for properly recording and exhibiting all financial matters pertaining to the Cemetery, and as may be prescribed.

All revenue and other monies belonging or pertaining to the Cemetery shall be paid and received by the Treasurer.

The Clerk shall make and render such reports as may be prescribed or as the Council or Committee may require.

All fees and charges shall be in accordance with the price list filed with the Ministry which shall govern all matters pertaining thereto.

By-Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Registrar of the Cemeteries Regulation Unit of the Ministry of Consumer Services.

Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

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

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed in, or to be buried on, cemetery grounds.

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 part of the cemetery, subject to approval of the appropriate authorities.

C. BY-LAWS FOR THE CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws.

In accordance with cemetery by-laws, no burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights shall advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights (see section below).

Cancellation of Interment Rights within 30 Day Cooling-Off 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 operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

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

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.

Resale of Interment Rights after 30 Day Cooling-Off Period:

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Notice of Resale and Transfer of Interment Rights:

The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights at the price listed on the current price list. Transfers of interment rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

The cemetery operator prohibits the resale of interment rights to a third party and is not required to repurchase unused interment rights in a plot (more than one lot) if one of the interment rights in the plot has been exercised.

Care and Maintenance Fund Contributions:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

Requirements prohibiting resale of interment rights to a third party:

NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.

- If a rights holder(s) wishes to re-sell the interment rights and the cemetery operator's by-laws prohibit the third party resale of interment rights, the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the interment Right at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment rights holder requesting the resale of the rights must return the interment rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

D. BYLAWS PERTAINING TO BURIAL OF HUMAN REMAINS OR CREMATED REMAINS

- Interment rights holder(s) must provide written authorization prior to a burial or an entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains of cremated remains taking place.
- In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.
- Payment must be made to the cemetery before a burial can take place.
- The cemetery shall be given 24 business hours of notice for each burial of human remains.
- The opening and closing of graves, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- Cremated remains are not permitted to be scattered on a grave.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- One regular (casket) interment shall be permitted in each lot. In addition, a maximum of two (2) urns will be permitted, within the lot, and standard urn interment charges will apply to each. There shall be one charge for perpetual care and maintenance per lot. Placement of cremated remains within a personal columbarium shall be allowed to a maximum of four (4) urns per monument.
- No more than two (2) urns shall be allowed in any columbarium niche unit and the combined size of the containers shall not exceed 12" x 12" x 12".
- No burial other than that of the body or remains of a human being shall be permitted in any part of the Cemetery.
- A Burial Permit must be presented to the clerk or the clerk's designate before an interment will be permitted.

- No interment shall be permitted on any lot or grave on which care and maintenance charges or the purchase price have not been paid.
- Interment Rights Holders shall not allow interments to be made in any lot or grave for remuneration.
- No interment shall be permitted unless the death has been duly registered as required by law.
- The Corporation assumes no responsibility for damages, should an interment be made in a wrong location due to wrong or insufficient information and any extra expense in connection with an error of this kind shall be paid by the parties ordering the interment.
- The Corporation reserves, and shall have the right to correct any errors that may be made by it either in making interments, dis-interments or removals, or in the description, transfer or sale of any interment rights, either by canceling such sale and substituting any sale in lieu thereof other interment rights of equal value and similar location as far as possible, or by refunding the amount of money paid on account of the said purchase. In the event such an error shall involve the interment of the remains of any person in such rights, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred, with written authority from the interment rights holder, to such other rights of equal value and similar location as may be substituted and conveyed in lieu thereof, and all charges incurred shall be borne by the Corporation.
- No burial shall be permitted unless and until the lot or grave wherein the same is to take place, is placed under the Care Maintenance Fund.
- No interment shall be made unless it is made a sufficient depth to give a covering of at least 0.61 m (2') of earth over the outside cover or shell of the coffin or other receptacle (excluding columbaria niches).
- No person other than an employee of the Cemetery shall open any grave for the purpose of burial or removal of a body.
- No casket interment shall be made on a weekend or a Public Holiday except on a doctor's certificate that burial must be made within twenty-four hours of death in accordance with the regulations of the Ministry of Health for the control of communicable diseases, or unless prior arrangements have been made with the Corporation.
- No interment shall be made unless twenty-four hours' notice of application for interment has been made to the clerk of the Corporation, Saturday and Sunday excepted.
- Urn Interments are permitted between the hours of eleven o'clock in the forenoon and three o'clock in the afternoon on days permitted under this by-law. Casket Interments are permitted between the hours of eleven o'clock in the forenoon and two o'clock in the afternoon on days permitted under this by-law.
- No disinterment shall be made without the written consent of the local Medical Officer of Health and the owner of the lot or grave, except on an order from the Court or as provided with the requirements of The Cemeteries Act, R.S.O. 1990 and the regulations and the disinterment shall be conducted under the supervision of the Medical Officer of Health.
- Prior to every burial there shall be delivered to the Office of the Clerk by the funeral director or some other person, a duly executed contract and the person signing such contract shall be responsible for all charges in connection therewith.
- It is highly recommended that no interment in a children's grave shall be permitted without the encasement of the casket in a wooden rough box. The Interment Rights Holder shall be responsible for the purchase of such vaults or rough boxes.
- Prior to the use of the mortuary building for winter storage, each casket must be encased within a wooden rough box. The interment rights holder shall be responsible for the purchase of this rough box.

E. BYLAWS PERTAINING TO MEMORIALIZATION

- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- Any Interment Rights Holder of any lot or grave having authorized the erection or construction of any Monument, Marker or Corner-Stone which interferes with or prevents the interment of anybody in the Cemetery shall remove said Monument, Marker or Corner-Stone at his/her own expense and on failure to do so at the request of the Clerk the Clerk shall do so forthwith and charge the cost of removal of said Monument, Marker or Corner-Stone to the Interment Rights Holder.
- A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one (1) monument shall be erected within the designated space on any lot plus one (1) marker.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze, brass, natural stone (i.e. granite) or other material approved by the cemetery operator.
- 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.
- Markers and footstones of bronze, brass or natural stone (i.e. granite) are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum: plot width less 6" allowance for concrete foundation.

Monuments in the 40's – 50's range of the plan of the cemetery shall be of uniform size to provide uniformity throughout the Range and shall be of the flat type, not more than 0.01 m x 0.3 m x 0.762 m (4" x 12" x 30"). The top and bottom bed of all these markers shall be cut level and true and shall be set flush with the surface of the ground.

Double lot maximum: plot width less 6" allowance for concrete foundation.

Monuments in the 40's – 50's range of the plan of the cemetery shall be of uniform size to provide uniformity throughout the Range and shall be of the flat type, not more than 0.01 m x 0.3 m x 1.2192 m (4" x 12" x 48"). The top and bottom bed of

all these markers shall be cut level and true and shall be set flush with the surface of the ground.

- All headstones shall be set on a concrete foundation extending three inches beyond the bottom base of the monument. Foundations for monuments, markers and corner posts shall be constructed as approved by the clerk to specifications which, from time to time are appropriate.

Cremation lot maximum: based on standard shutter size of niche in columbarium.

- A portion of the price of monument/marker installation is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and stabilize monuments and to ensure that monuments are not a liability to the cemetery.

F. BYLAWS PERTAINING TO CARE AND PLANTING

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots.
- Maintenance of cemetery roads, sewers and water systems.
- Maintenance of perimeter walls and fences.
- Maintenance of cemetery landscaping.
- Maintenance of mausoleum and columbarium.
- Repairs and general upkeep of cemetery maintenance buildings and equipment.

Where the required care and maintenance has not been paid, this work shall be done by the Corporation, notwithstanding that provision for such work has not been made under the Care and Maintenance Fund.

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery. In the case of any such change, the Corporation may restore the lot or grave to its original grade at the expense of the Interment Right Holder.

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery.

No person shall do any work upon a lot or grave without the written permission of the clerk.

The cemetery operator may move, plant or maintain any trees, shrubs, bushes, plants or sod on, or from, any part of the cemetery, other than a grave or lot.

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

Any flowers, plants, shrubs or trees planted in the Cemetery become the property of the Cemetery.

All lots and graves shall be kept properly graded, sodded, mown, and flowers, plants, shrubs and trees kept trimmed.

If any trees or shrubs situated in any lot or grave shall have become, by means of their roots, or branches, or in any other way detrimental prejudicial to the general appearance of the grounds or inconvenient to the public, the Clerk may remove such trees, or shrubs, or parts thereof, after thirty (30) days' notice to the Interment Rights Holder.

Vases, urns and flower stands not properly cared for may be removed from the lot or grave: and any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the Clerk. Glass vases are prohibited.

G. BYLAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED

The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with

the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.
- The Clerk, in the management, maintenance and improvement of the Cemetery, shall have the power at all times to enter in and upon every part of the Cemetery, without permission, let or hindrance, and to do, perform and execute such work as may be necessary, desirable or expedient for any such purpose, and without in any way rendering the Corporation or themselves liable in damages or otherwise whatsoever.
- Borders, fences, railings, walls, cut-stone copings, concrete or stone borders and hedges in or upon any lot or grave are prohibited. Existing enclosures which by reason of neglect or age have become unsightly may be removed.
- Rubbish shall not be thrown out on roads, walks or any part of the Cemetery and shall be disposed of under the direction of the Clerk.
- Implements or materials used in doing any work within the Cemetery shall be removed without delay and if this is not done, the Clerk may remove the same.
- The Corporation shall not be responsible for loss of or damage to any portable articles left upon any lot or grave.

H. CONTRACTOR/MONUMENT DEALER BYLAWS

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 municipal office and provide the necessary approvals before commencing work at any location on the cemetery property.

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

WSIB coverage
WHMIS
Evidence of liability insurance of not less than \$2 million.

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- No Monuments, markers or Corner-Stones shall be installed during the winter months without written approval by the Clerk.
- Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage. **And shall leave the area in which work was carried out in a neat and orderly condition.**
- All implements and materials used in the performance of any work by outside contractors shall be placed where the Clerk may direct, and all rubbish, and surplus earth shall be removed in such manner and at such time and to such place as the Clerk may order.

Failure to comply will result in any obstruction being removed and the expenses charged to the Interment Rights Holder of the lot.

- Any worker who damages any lot, Monument, Marker or Corner-Stone or other structure, or otherwise does any injury in the Cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employer shall also be liable therefore.
- Every contractor employed to erect Monuments, Markers or Corner-Stones or to do any other work in the Cemetery shall first present an application to the Clerk signed by the Interment Rights Holder of the lot or grave, requesting permission to employ such contractor to do the work therein specified. This application shall designate the lot or grave.
- The demeanour and behaviour of all workers employed by the others in the Cemetery shall be subject to the control of the Clerk.

I. COLUMBARIUM BYLAWS

- Payment must be made to the cemetery operator before an interment may take place.
- Only the cemetery operator may open and seal niches for interments. This applies to the inside sealer and the niche front.
- To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- No person other than cemetery staff shall remove or alter niche fronts.

J. CEMETERY PLAN

- The Cemetery Plan shall remain on file at the office of the Clerk.
- No alterations shall be made to the Cemetery Plan without the approval of the Council, expressed by resolution thereof, and the approval of the Ministry.
- No portion of the Cemetery, not subdivided into lots or single graves according to the Cemetery Plan, shall be sold or disposed of for the purpose of a burial or burials.
- All dealings with respect to any lot or grave shall be by reference to the Cemetery Plan.


K. IMPLEMENTATION OF BY-LAW

By-law Number 1513-09, of the Town of Rainy River is hereby rescinded upon By-Law 1622-15 coming into force.

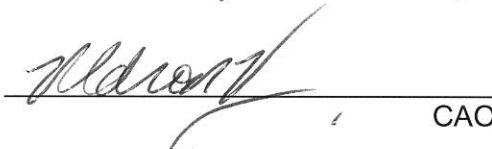
Please see the current Miscellaneous User Fees By-law for all costs.

This By-law shall take effect and come into force upon approval from The Ministry of Government and Consumer Services for the Province of Ontario.

Read this first time in open Council this 13th day of October, 2015.



Mayor



CAO

Read this second time in open Council this 13th day of October, 2015.

Rebecca J. Ewald

Mayor

William J. ...

CAO

Read this third and final time in open Council this 13th day of October, 2015.

Rebecca J. Ewald

Mayor

William J. ...

CAO

THE CORPORATION OF THE TOWN OF RAINY RIVER
BY-LAW NUMBER 1622-15
SCHEDULE "A"
FOREST LAWN CEMETERY SCHEDULE OF RATES

	INTERMENT RIGHTS	CARE & MAINTENANCE	TOTAL
PURCHASE OF LOT			
Resident	\$175.00	\$250.00	\$425.00 + HST
Non-Resident	\$255.00	\$250.00	\$505.00 + HST
Resident – Care & Maintenance for lots purchased before 1955.		\$175.00	\$175.00 + HST
Non-Resident – Care & Maintenance for lots purchased before 1955.		\$200.00	\$200.00 + HST
INTERMENT – CASKET			
Resident	\$500.00		\$500.00 + HST
Non-Resident	\$650.00		\$650.00 + HST
Resident Child	\$100.00		\$100.00 + HST
Non-Resident Child	\$200.00		\$200.00 + HST
INTERMENT – URN			
Resident	\$200.00		\$200.00 + HST
Non-Resident	\$300.00		\$300.00 + HST
EXTRA CHARGES			
Interment – Casket during winter months (December 1 through April 30)	\$150.00		\$150.00 + HST
Interment – Casket on days of rest (Saturday, Sunday and Statutory Holidays) are generally not allowed but if allowed by the Cemetery Committee (Summer months May 1 through November 30).	\$300.00		\$300.00 + HST
Interment – Casket on days of rest (Saturday, Sunday and Statutory Holidays) are generally not allowed but if allowed by the Cemetery Committee (Winter months December 1 through April 30).	\$600.00		\$600.00 + HST
Interment – Urn on days of rest (Saturday, Sunday and Statutory Holidays) if allowed by the Cemetery Committee.	\$150.00		\$150.00 + HST
Interment of Urn – into a monument	\$50.00		\$50.00 + HST
Resident – Steel, Concrete or Fiberglass Vaults or Other Materials Used.	\$100.00		\$100.00 + HST
Non-Resident – Steel, Concrete or Fiberglass Vaults or Other Materials Used.	\$200.00		\$200.00 + HST
Mortuary – Applicable to out of town residents only.	\$ 50.00		\$ 50.00 + HST
Transfer Fee – Applicable to all sales or other transfer of Interment Rights or any interest therein, and to the issuing of a new Certificate of Interment Rights.	\$ 35.00		\$ 35.00 (flat rate)
Licence Fee – Applicable to casket burials only (as required by Funeral Director).	\$ 20.00		\$ 20.00 + HST

	Installation		
MONUMENTS			
Flat Marker	\$125.00	\$ 50.00	\$175.00 + HST
Upright Monument (up to 4' in height of width)	\$200.00	\$100.00	\$300.00 + HST
Upright Monument (over 4' in height or width)	\$400.00	\$200.00	\$600.00 + HST
Columbarium			
Purchase of a Niche (accommodates two sets of remains)			
Resident (includes placement of one set of remains & granite engraving)	\$1050	\$157.50	\$1207.50 + HST
Non-Resident (includes one placement of remains & granite engraving)	\$1250	\$187.50	\$1437.50 + HST
Second Placement of remains	\$100		\$100 + HST

PRICE LIST APPROVAL DATE: October 13, 2015

PRICE LIST EFFECTIVE DATE: October 13, 2015