

THE CORPORATION OF THE TOWN OF COBALT

BY-LAW NO. 2024-32

Being a By-Law for the Operations of the Silverland Cemetery

WHEREAS the Corporation of the Town of Cobalt recognizes and has adopted By-Laws that pertain to the operation of a Cemetery within the Town of Cobalt;

AND WHEREAS the Silverland Cemetery was purchased by the Town of Cobalt on November 24, 1927;

AND WHEREAS the Town of Cobalt's Silverland Cemetery was established on July 27, 1931 in the Township of Buck in the District of Temiskaming and being part of the South half of Lot 10 Concession 1;

AND WHEREAS the Town of Cobalt is licensed to operate, maintain and regulate the Silverland Cemetery;

AND WHEREAS the Town of Cobalt shall be responsible for the monuments as set out in the Funeral, Burial and Cremations Services Act, 2002;

AND WHEREAS the Corporation has followed the process required and all procedures comply with the Funeral, Burial and Cremations Act, 2002 and Ontario Regulation 30/11;

AND WHEREAS in accordance with the Funeral, Burial and Cremations Act, 2002, no By-Law made by a cemetery operator is effective until it is filed with and approved by the Registrar;

AND WHEREAS Council of the Corporation of the Town of Cobalt acknowledges receipt of Staff Report 2024.08.20.01 at its August 20, 2024 Regular Meeting of Council and approves the new Silverland Cemetery By-Law in order to incorporate the regulations as outlined in the Funeral, Burial and Cremations Act, 2002 and directs staff to forward it to the Registrar for review and approval;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Cobalt hereby enacts as follows:

1. That the Council for the Town of Cobalt adopts the attached regulations for the governing of the municipally owned Silverland Cemetery identified as Schedule "A";
2. That all By-Laws and resolutions, or parts thereof, contrary hereto and inconsistent herewith be and the same are hereby repealed;
3. That this By-Law shall come into force and take effect on the date its approval has been received from the Registrar; and
4. That the Clerk for the Town of Cobalt is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-Law and schedule after the passage of this By-Law, where such modifications or corrections do not alter the intent of this By-Law.

TAKEN AS READ a first, second and third time and passed this 20th day of August, 2024.

AND FURTHER THAT the said By-Law be signed and sealed by the Mayor and Clerk.



Mayor



Clerk



**THE CORPORATION OF THE
TOWN OF COBALT**

Schedule "A" to
By-Law 2024-32

BY-LAW FOR THE OPERATIONS OF THE SILVERLAND CEMETERY

Part 1 General Provisions

1.1 Short Title

This By-Law shall be cited as the "Silverland Cemetery Operations".

1.2 Preamble

The Council of the Corporation of the Town of Cobalt, in the discharge of their responsibilities, appeal to the public to aid them by following this By-Law, which has been adopted for the improvement and upkeep of the cemetery, to keep it a becoming and respectful place for the burial of the deceased.

The Silverland Cemetery is licensed to act as a cemetery in accordance with the Funeral, Burial & Cremation Services Act, 2002 (FBCSA 2002).

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

The cemetery shall be governed by these By-Laws, and all procedures will comply with FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

All By-Laws and By-Law amendments are subject to approval by the Registrar, FBCSA, and the Bereavement Authority of Ontario (BAO).

1.3 Administration

- a) The Corporation of the Town of Cobalt reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the cemetery and complete authority to administer the By-Law.
- b) The Corporation, as required under the provincial legislation – Section 110 or O. Reg. 30/11, requires the cemetery to maintain a public register that is available to the public during regular office hours.
- c) The Corporation distinctly disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.
- d) The Corporation shall take reasonable precaution to protect the property of interment rights holders, but they assume no liability or responsibility for the loss or damage to any article or item that is placed on any lot or plot.

- e) The Corporation will not be held liable for any loss or damage, without limitation including by the elements, Acts of God, or vandals to, any lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an interment, save and except for direct loss or damage caused by gross negligence of the cemetery.
- f) The Corporation has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove planting, grade, close pathways, or roads, alter the shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

1.4 Definitions

"Burial" means the opening and closing of in-ground plot for the disposition of human remains or cremated human remains.

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

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

"Care and Maintenance" means the fees contributed to the Care and Maintenance fund.

"Care and Maintenance Fund" means as required under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted, and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

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

"Certificate of Interment Rights" means the certificate issued by the Corporation to the purchaser of the interment rights in a plot.

"Cemetery Board" means the Council of the Town of Cobalt or the Cemetery Committee as delegated.

"Cemetery Operator" means the Corporation of the Town of Cobalt.

"Child Plot" means any burial space intended to receive no more than one child interment and having a size of 5' x 2'.

"Clerk" means the Clerk of the Corporation of the Town of Cobalt.

"Columbarium" means a vault with niches for urns containing cremated human remains.

"Contract" means the document formulating the agreement between the Interment Rights Holder and the Corporation.

"Corner Posts" means any stone or other land markers set flush with the surface the ground and used to indicate the location of a lot or plot.

"Corporation" means the Corporation of the Town of Cobalt.

"Cremation Plot" means any burial space intended to receive no more than 4 cremated remains.

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

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

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

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

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

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

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

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

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

"Non-Resident" means a person who does not reside within the limits of the Town of Cobalt and the Township of Coleman.

"Office of the Corporation" means the Municipal Office at 18 Silver Street, Cobalt.

"Owner" means the Corporation of the Town of Cobalt.

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

"Plot" means a single grave space.

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

"Register" means electronic or written records kept in accordance with the Cemeteries Act.

"Residents" means a person who qualifies to be on the Town of Cobalt's Voters List unless, due to health reasons, this individual needs to be relocated to a nursing home/hospital; therefore they continue to remain a resident for Cemetery purposes.

"Transferee" means a person to whom the plot was transferred.

"Transferor" means a person who transfer their plot.

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

Part 2 **Sale and Transfer of Interment Rights**

- 2.1 Only the Corporation, through the Cemetery Board, may sell interment rights (plot/niche).
- 2.2 Interment Rights of plots may be purchased from the Corporation at the rates filed with the Ministry.
- 2.3 It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned, or permitted, and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at 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.

- 2.4 After interment rights have been paid for in full, the Corporation shall provide each Interment Rights Holder with:
- A copy of the Contract
 - A copy of the Cemetery By-Law
 - A Certificate of Interment Rights
 - A copy of the Price List; and
 - A copy of the Consumer Information Guide
- 2.5 Purchasers of Interment Rights acquire only the right to direct the burial of human remains or created human remains in a grave or niche and the installation of monuments, markers and inscriptions, subject to the rights conditions set out in the Cemetery By-Law. The purchase of Interment Rights is not a purchase of real estate or real property.
- 2.6 A purchaser will receive a full refund of all monies received by the Corporation if cancellation occurs within 30 days of entering into a contract, providing that the interment rights have not been used.
- 2.7 If the Interment Rights Holder transfers the interment rights, the holder shall give notice in writing to the Corporation and return the original Certificate of Interment Rights or show proof of purchase. The holder of the interment rights is obligated to provide proof of purchase to the Corporation. If the holder can't provide proof of purchase, the Corporation will search their records for proof of purchase and charge an administrative fee to the transferor.

The Corporation, as cemetery operator, shall issue a new certificate of Interment Rights to the transferee.

- 2.8 Pets or other animals, including cremated animal remains, are not permitted to be buried on cemetery grounds.

Part 3 Interment and Disinterment

- 3.1 Plots and graves shall be sold by the Corporation of the Town of Cobalt covered by a fee for Care and Maintenance as set forth in the Price List as set out in Schedule "B" and "C".
- 3.2 No burials shall take place once the ground has reached a certain frost level making it too difficult for the opening of graves. During this period, bodies shall be placed in the vault for spring burials.

- 3.3 The following interments are allowed in any single plot:
- One full casket can be made at the lower level with three (3) additional cremated remains on top.
 - The cremated remains of not more than four person; or
 - One full casket and a 24" x 12" infant container may be buried on top, provided space is available.
- 3.4 Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
- 3.5 All interments shall be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 3.6 The caretaker of the cemetery, their delegate or someone in the employ of the Corporation shall be in attendance of each interment.
- 3.7 A burial permit issued by the Division Registrar, showing that the death has been registered, must be deposited with the caretaker or Town Clerk before the interment. The fee for the opening of the plot, according to the fee found in the attached Price List, must be deposited with an official of the Corporation before the interment can take place.
- 3.8 In the case of a cremated remains interment, the Certificate of Cremation and the prescribed fee for this service according to the Price List must be deposited with an official of the Corporation. The urn shall not be any larger than 24" x 12" for inground grave burial and no larger than 8" square or 8" in diameter by 8" high for niche.
- 3.9 An Interment Rights Holder that authorizes the interments of someone's remains or cremated remains in their Interment Rights shall be held responsible for charges incurred if the Corporation is unable to collect the said fees from the deceased's estate.
- 3.10 When interments rights in a plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 3.11 The interment fee includes the opening and closing of the plot or niche and this service shall only be paid for at the time that the service is needed.
- 3.12 No interment shall be permitted in any plot where the Interment Rights have not been paid in full.

- 3.13 No plot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Corporation, except under special circumstances, and by permission of the Corporation.
- 3.14 No person shall remove human remains from a cemetery unless a certificate from a Medical Officer of Health or the Corporation confirming that the Act and its regulations have been complied with and is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the Act and its regulations.
- 3.15 The Corporation will exercise all due care during burials and interments, but is not responsible for damages to any casket, urn or other container sustained during disinterment.
- 3.16 Funeral corteges within the cemetery shall follow the route indicated by the caretaker.
- 3.17 The Corporation reserves the right, at its cost to correct any error that may be made by it, in making interments, in the description of the plot or the transfer or conveyance of an Interment Rights. The Corporation may cancel rights and substitute with other Interment Rights of equal value and in a similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it may be mailed to the Interment Rights Holder or their legal representatives, at their last appearing address on the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and of the Interment Rights Holder.
- 3.18 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be in writing or in person.
- 3.19 Notice of each interment to be made shall be given to the Corporation or the caretaker of the cemetery at least twenty-four (24) hours in advance, eight (8) hours of which must be regular working hours. The Corporation cannot be held responsible for having plots prepared for funerals unless such notice is given.
- 3.20 Interments may be performed on Saturday, Sunday, or a Statutory Holiday upon confirmation of the availability of the cemetery caretaker. There are no interments during the winter months unless ordered to do so by a representative of the Ministry of Health.

Part 4
Care of Plots – General

- 4.1 All lots and plots shall be maintained and kept properly graded, grass grown and mowed by the employees of the Corporation or their designate.
- 4.2 No person shall do any work upon a burial lot without the permission of the caretaker. Any commercial business related to the care of the plots will require permission in writing from the Corporation. The business will be required to carry WSIB coverage and provide proof of insurance naming the Corporation as a third party insured.
- 4.3 Trees, shrubs, flowering and other plants may be cultivated on plots but only such varieties that are in keeping with the general plan of the grounds and are subject to the approval of the caretaker. No trees or shrubs growing within any lot may be removed or altered without the written consent of the caretaker.
- 4.4 Dwarf evergreens are permitted only on plots having a monument and only one shall be planted on either side of the monument. All plantings must be approved in writing by the caretaker.
- 4.5 The height of such shrubs and/or ornamental trees shall at no time exceed 0.91 meters (3 feet) above adjacent ground level.
- 4.6 The diameter of such shrubs and/or ornamental trees at their widest point, including all foliage, shall at no time exceed 35.56 cm (14 inches), or obstruct adjacent plots.
- 4.7 Interment Rights Holders desiring outside gardeners to do work on their plots, are responsible for informing the gardeners of the cemetery regulations with this respect.
- 4.8 If any trees or shrubs situated on any plot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent plot, drains, roads or walkways or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs, or parts thereof. Every attempt will be made to notify the Interment Rights Holder of such removal.
- 4.9 No glass containers of any kind are allowed in the cemetery at any time.
- 4.10 Nails, wires, wooden crosses, articles of glass or pottery or any other material that creates a hazard to cemetery workers and to visitors when neglected or broken are not allowed in the cemetery.

- 4.11 Stepping stones can only be installed by permission of, and under the supervision of the caretaker and must be level to the ground.
- 4.12 Rubbish shall not be thrown out on road, walkways or any part of the grounds, but must be placed in receptacles provided at convenient points on the ground.
- 4.13 Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the caretaker shall remove the same at the expense of the owner.
- 4.14 No Interment Rights Holder shall change the grading of their plot, and in case of any such change, the Corporation may restore the plot to its original grade at the expense of the Interment Rights Holder.
- 4.15 No unauthorized person shall sod, move corner posts or plot markers.
- 4.16 The Corporation shall not be responsible for loss or damage to any articles left upon any lot or plot.

Part 5 Care of Plots - Flowers

- 5.1 The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reason such removals are in the best interest of the Cemetery.
- 5.2 During the months of May to September, artificial flowers in any form, including wreaths, are permitted at the head of graves or plots and in front of markers, if one exists.
- 5.3 Vases, urns and flowers stands not properly cared for or not filled with plants by June 15th in any year may be removed from the plot; and any stand, holder, vase or other receptacle for flowers which are unsightly or unsuitable may be prohibited or removed by the caretaker.
- 5.4 Flower beds not exceeding 45.72cm (18 inches) in width shall be permitted in front of the base of monuments and where there is no monument, can only be made by permission of and under the supervision of the caretaker. Planting of borders around plots is *prohibited* and will be removed to facilitate grass cutting.
- 5.5 To preserve the orderly appearance of the cemetery, any flower bed of the previous year which has not been planted by June 15th, may be sodded or seeded by the Corporation.

- 5.6 Flower beds require to be cleared of tender plants after the first front of the autumn, Interment Rights Holders desiring to take any plants away should do so before removal becomes necessary.
- 5.7 Potted plants must not be buried but must be placed on top of the grounds as close to the monument as practical.
- 5.8 Those who place potted plants or urns, not planted by the Corporation, are responsible for their upkeep and must remove them by September 30th.
- 5.9 Artificial wreaths without glass or plastic covers are allowed to remain on the plot year-round, provided that they are securely fastened to the monument or mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground.

Part 6

Monuments and Markers – General Information

- 6.1 No monument or other structure shall be erected or permitted on a plot until accrued charges have been paid in full.
- 6.2 No inscription shall be placed on any monument, marker or niche door that is not in keeping with the dignity and decorum of the cemetery.
- 6.3 All installations of monuments or markers and their foundations shall be arranged for by the Interment Rights Holder through monument dealers or contractors subject to the conditions of this By-Law.
- 6.4 No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission of the caretaker.
- 6.5 No monument or marker shall be delivered or erected in the cemetery without first submitting proper forms containing the following information:
 - The Interment Rights Holder's name and address;
 - Information on the placement of the marker or monument;
 - The dimensions of the marker;
 - In the case of a monument:
 - The dimensions of the die (height, width, length)
 - The dimensions of the base (height, width, length)
 - The overall size of the monument;

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

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

Part 7 Monuments

- 7.1 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
- 7.2 Minor scraping of the base portion of the upright monument due to the turf mowing operation is considered by the Corporation to be normal wear.
- 7.3 The Corporation will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any monument, or part thereof except where such damage or loss is due to its negligence.
- 7.4 A single plot is allowed one (1) upright monument and two (2) flat markers. They must not be a size that would interfere with any future interments. If no upright or pillow monument is erected on the plot, then four (4) flat markers are allowed. Due to the work involved to keep these monument and markers level, we must restrict the quantity allowed on each plot.
- 7.5 Monuments must be placed at the center of the head of the plot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the caretaker before a monument is set.
- 7.6 All photographs attached to any memorial or placed within the cemetery grounds shall be the sole responsibility of the owner.

Part 8 Flat Markers – Corner Posts

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

- 8.2 Two markers may be placed at each grave in addition to the monument. The markers shall be placed in the center and/or the foot of the grave and shall not exceed 18" x 24".
- 8.3 The minimum thickness for all flat markers including footstones is 3" and the maximum thickness for all flat markers including footstones is 4".

Part 9 Columbarium Niche Markers

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

Part 10 Rules for Monument Dealers, Contractors, and Workers

- 10.1 No monument or marker will be delivered to the cemetery without the proper paperwork.
- 10.2 The length and width of the base shall be in accordance with the regulations for monuments.
- 10.3 No monument or marker will be delivered to the cemetery until the foundation is complete and the contractor is ready to proceed with the work of erection.
- 10.4 No monument or marker will be removed without written permission from the caretaker.
- 10.5 All companies who do work in the cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance.
- 10.6 Contractors, masons, and stone-cutters shall lay planks on the plots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
- 10.7 The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the control of the caretaker.

- 10.8 Workers shall cease from work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 10.9 Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
- 10.10 No monument dealer shall park on the grass unless otherwise directed to do by the caretaker.

Part 11 Mortuary Regulations

- 11.1 The use of the storage vault shall be billed at the rates as listed in the cemetery's price list.
- 11.2 Permission for the use of the storage vault must be obtained from the Corporation.
- 11.3 The caretaker may remove a body deposited in the vault and inter it in a single grave at any time after the expiration of the time for payment to be made, or at any time should the condition of the body render its interment necessary or expedient.
- 11.4 All funeral homes and/or Interment Rights Holders should have proper insurance coverage for any bodies stored in the vault.
- 11.5 All bodies must be removed from the vault as early as possible depending on the frost and thaw conditions in the spring.
- 11.6 The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
- 11.7 The caretaker reserves the right to determine if the weather conditions are adverse enough to prevent a burial.
- 11.8 It is recommended for health reasons that all bodies stored in the vault be embalmed or in a sealing pouch.
- 11.9 All bodies stored in the vault shall be placed in a wooden or metal casket.

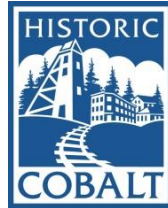
Part 12 Rules for Visitors

- 12.1 Visitors are always welcome at the cemetery from 8:00 a.m. until sundown.

- 12.2 The caretaker and/or any of their assistants are empowered and are required to preserve order and decorum in the cemetery.
- 12.3 No parades other than funeral processions shall be admitted to or be organized within the cemetery.
- 12.4 Children under the age of twelve (12) years are welcome in the cemetery grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over plots or climb upon the monuments.
- 12.5 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the designated avenues or shall not park on the grass unless directed to do so by the caretaker.
- 12.6 No pleasure ATV (all terrain vehicles) or snowmobiles are allowed in the cemetery.
- 12.7 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 12.8 No pets shall be allowed in the cemetery.
- 12.9 Discharging of firearms, other than in regular volleys at a burial service is prohibited in and around the cemetery.
- 12.10 No picnics shall be permitted in the cemetery grounds.
- 12.11 Any person who, while in the cemetery, damages or moves any tree, plant, marker, fence, structure or any other object usually erected, planted or placed in a cemetery, is liable to the Corporation and any Interment Rights Holders who, as a result, incurred damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 12.12 Any article which is detrimental to the efficient maintenance of the cemetery or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the cemetery, may be held at the cemetery for collection. If not collected within sixty (60) days, it will be disposed of.
- 12.13 Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these By-Laws, will be expelled from the grounds.
- 12.14 Any complaints by Interment Rights Holders or visitors should be made to the caretaker or the Corporation.

12.15 No tips or gratuities are to be given to the cemetery workers by visitors or Interment Rights Holders, nor shall any be accepted by the cemetery worker. Donations can be made at the Corporation's office where an official receipt will be given for income tax purposes.

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



**THE CORPORATION OF THE TOWN OF COBALT
APPENDIX "1" OF SCHEDULE "A" TO BY-LAW 2024-32
SILVERLAND CEMETERY OPERATIONS**

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS
OR
CEMETERY SERVICES

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR CEMETERY SERVICES

BILL TO:	
INTERMENT RIGHTS TO:	
PHONE:	
DATE:	
NAME OF DECEASED (if applicable):	
PLACE OF DEATH:	
DATE OF INTERMENT:	
FUNERAL DIRECTOR:	
PLOT(S) DESCRIPTION:	
SERVICES:	COST:
PURCHASE OF PLOT	
CARE & MAINTENANCE	
INTERMENT FEES	
VAULT FEE	
LICENCE FEE	
FOUNDATION INSTALLATION	
CARE & MAINTENANCE ON MARKER	
SUB-TOTAL	
H.S.T.	
TOTAL SALE	
Please make cheque payable to "Town of Cobalt"	
It is agreed between the parties that the contract is subject to the By-Law of the cemetery and the purchaser hereby acknowledges receipt of a copy of the Silverland Cemetery Operations By-Law and that the "Conditions of Contract" on the reverse have been read and understood.	
Signature of Purchaser:	Date:
Signature of Cemetery Representative:	Date:

CONDITIONS OF CONTRACT

The Silverland Cemetery agrees with the purchaser as follows:

1. The following trusting provisions are in effect:
 - Contribution to Care & Maintenance Fund is as follows:

○ Plot: 40% of the Plot price		
○ Marker:	Flat Marker over 173 sq inches	\$50.00+HST
	Pillow Marker	\$50.00+HST
	Upright Monument up to 4ft in width	\$100.00+HST
	Upright Monument over 4ft in width	\$200.00+HST
2. CANCELLATION OF INTERMENT RIGHTS WITHIN A 30 DAY PERIOD
A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract by providing written notice of the cancellation to the cemetery as well as the original Interment Rights Certificate and Service Contract. The cemetery will refund all monies paid by the purchaser within thirty (30) days from the date of the receipt of the request for cancellation. If any portion of the Interment Rights has been exercised, the Interment Rights Holder is no longer entitled to cancel the contract or re-sell the Interment Rights.
3. RESALE OF INTERMENT RIGHTS
The cemetery allows the resale of Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights however if the cemetery so desires to repurchase the Interment Rights, the cemetery may negotiate a purchase price less than the price on the cemetery's price list so long as the seller acknowledges in writing being aware of the cemetery's price list amounts for Interment Rights.
4. In accordance with the Cemetery Operations By-Law, certain restrictions on the exercise of interment rights apply.
5. In exercising the interment rights contracted herein, the following documents are required: Interment Order.
6. If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery who shall issue a new Certificate of Interment Rights to the transferee upon receipt of the original Certificate of Interment Rights.

CERTIFICATE OF INTERMENT RIGHTS

PURSUANT to the Funeral, Burial and Cremation Act.

BETWEEN: The Silverland Cemetery, a body licensed under the laws of the Province of Ontario, having its Head Office at 18 Silver Street, Cobalt, Ontario (herein called the "**Cemetery**")

AND

(herein called the "**Purchaser**")

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

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

Date of Purchase: _____

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

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

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

In witness whereof the Cemetery has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this _____ day of _____, 20____ and the Purchaser has affixed their signature.

Signature of Cemetery: _____

Signature of Purchaser: _____

Signature of Purchaser: _____



**THE CORPORATION OF THE TOWN OF COBALT
APPENDIX "2" OF SCHEDULE "A" TO BY-LAW 2024-32
SILVERLAND CEMETERY OPERATIONS**

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

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

BILL TO:	
INTERMENT RIGHTS TO:	
PHONE:	
DATE:	
NAME OF DECEASED (if applicable):	
PLACE OF DEATH:	
DATE OF INTERMENT:	
FUNERAL DIRECTOR:	
NICHE DESCRIPTION:	
SERVICES:	COST:
PURCHASE OF NICHE	
CARE & MAINTENANCE ON NICHE	
INTERMENT FEES	
SUB-TOTAL	
H.S.T.	
TOTAL SALE	
Please make cheque payable to "Town of Cobalt"	
It is agreed between the parties that the contract is subject to the By-Law of the cemetery and the purchaser hereby acknowledges receipt of a copy of the Silverland Cemetery Operations By-Law and that the "Conditions of Contract" on the reverse have been read and understood.	
Signature of Purchaser:	Date:
Signature of Cemetery Representative:	Date:

CONDITIONS OF CONTRACT

The Silverland Cemetery agrees with the purchaser as follows:

1. The following trusting provisions are in effect:
 - Contribution to Care & Maintenance Fund is as follows:
 - Niche: 15% of niche price
2. CANCELLATION OF INTERMENT RIGHTS WITHIN A 30 DAY PERIOD
A purchaser has the right to cancel an Interment Rights contract within thirty (30) days of signing the Interment Rights contract by providing written notice of the cancellation to the cemetery as well as the original Interment Rights Certificate and Service Contract. The cemetery will refund all monies paid by the purchaser within thirty (30) days from the date of the receipt of the request for cancellation. If any portion of the Interment Rights has been exercised, the Interment Rights Holder is no longer entitled to cancel the contract or re-sell the Interment Rights.
3. RESALE OF INTERMENT RIGHTS
The cemetery allows the resale of Interment Rights to a third party and therefore is not obligated to repurchase Interment Rights however if the cemetery so desires to repurchase the Interment Rights, the cemetery may negotiate a purchase price less than the price on the cemetery's price list so long as the seller acknowledges in writing being aware of the cemetery's price list amounts for Interment Rights.
4. In accordance with the Cemetery Operations By-Law, certain restrictions on the exercise of interment rights apply.
5. In exercising the interment rights contracted herein, the following documents are required: Cremation Certificate.
6. If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to the cemetery who shall issue a new Certificate of Interment Rights to the transferee upon receipt of the original Certificate of Interment Rights.
7. Niche covers serve as a memorial marker. Engraving of niche covers shall be scheduled through the caretaker. No other service provider shall be permitted to engrave the niche covers other than the one appointed by the Corporation. The cost of engraving will be based on the number of characters/letters and the cost per character/letter as quoted by the Corporation's service provider. Logos, artwork, and designs shall not be permitted, however a photo of the deceased is allowed on the niche cover. In order to provide a neat and conforming appearance, the same font and border will be used consistently for all engravings on niche covers.

CERTIFICATE OF INTERMENT RIGHTS

PURSUANT to the Funeral, Burial and Cremation Act.

BETWEEN: The Silverland Cemetery, a body licensed under the laws of the Province of Ontario, having its Head Office at 18 Silver Street, Cobalt, Ontario (herein called the "**Cemetery**")

AND

(herein called the "**Purchaser**")

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

Description of Niche: _____

Date of Purchase: _____

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

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

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

In witness whereof the Cemetery has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this _____ day of _____, 20____ and the Purchaser has affixed their signature.

Signature of Cemetery: _____

Signature of Purchaser: _____

Signature of Purchaser: _____