THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 85-2012

Being a By-Law to Establish the Rules and Regulations of Edgehill Cemetery at Colpoy’s Bay, Red Bay Cemetery, and Bayview Cemetery in Wiarton

WHEREAS the Corporation of the Town of South Bruce Peninsula established the use of certain lands within the Town of South Bruce Peninsula and have designated such lands as Colpoy’s Bay Cemetery, Red Bay Cemetery, and Bayview Cemetery;

AND WHEREAS Section 150 of Ontario Regulation 30/11, made under the Funeral, Burial and Cremations Services Act, 2002, authorizes municipal councils to pass by-laws governing the operation of the cemeteries;

AND WHEREAS the Council of the Corporation of the Town of South Bruce Peninsula considers it necessary to establish regulations governing the cemeteries in order to ensure the efficient administration and operation of the cemeteries, as well as the maintenance of the dignity and decorum of which the cemeteries are preserving;

NOW THEREFORE THE COUNCIL OF THE TOWN OF SOUTH BRUCE PENINSULA, ENACTS AS FOLLOWS:

1. DEFINITIONS:

In this by-law:

1.1 CARE AND MAINTENANCE FUND – CEMETERY (Formerly Perpetual Care Fund) Shall mean that fund in which all money received for the care and maintenance of the cemetery shall be invested and the interest earned therefrom shall be used for the permanent care of the grounds held in trust by the treasurer.

1.2 CARE AND MAINTENANCE FUND – MONUMENT Shall mean that fund in which all money received for the care and maintenance of markers and monuments shall be invested and the interest earned therefrom shall be used for the permanent care of the markers and monuments and held in trust by the treasurer.

1.3 CEMETERY Shall mean Edgehill Cemetery, Colpoy’s Bay, being composed of Plan D10, Unit 58, Red Bay Cemetery, being composed of Pt. Lot 38, Plan 403, and Bayview Cemetery, being composed of Part of Lots 1 & 2, Concession 21 (Township of Georgian Bluffs).
1.4 CERTIFICATE OF INTERMENT RIGHTS
Shall mean the certificate issued by the Town to the purchaser of interment rights to a plot or plots as prescribed in Schedule ‘B-1’, ‘B-2’ and ‘B-3’ to this by-law.

1.5 CERTIFICATE OF INTERMENT RIGHTS HOLDER
Shall mean those persons who hold the rights to inter human remains in a specified plot.

1.6 GRAVE
Shall mean any burial space of sufficient area for one opening for human remains having a certain maximum size as set forth in Schedule ’A’ attached to this by-law.

1.7 INTERMENT RIGHTS
Shall mean the right to require or direct the interment of human remains in a plot.

1.8 LAYER
Shall mean a lot as shown in the original plans or maps of the cemetery on file with the Town.

1.9 MARKER
Shall mean any stone or granite or marble or bronze set flush with the ground and used to mark the location of a grave.

1.10 MONUMENT
Shall mean any permanent memorial structure of granite or marble projecting above ground level.

1.11 LOT (PLOT)
Shall mean a parcel of land containing one or more graves

1.12 TOWN DESIGNATE
Shall mean that person appointed by the Town who is charged with the management of the Cemetery.

1.13 TOWN
Shall mean the Corporation of the Town of South Bruce Peninsula.

2.0 ADMINISTRATION

2.1 Each cemetery shall be governed by the terms of this by-law and the Funeral, Burial and Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

2.2 The Treasurer for the Town shall be the treasurer for the cemeteries and shall be responsible for the proper receipt, disbursement and recording of all cemetery funds in accordance with Town and Provincial policy as well as general accounting rules and principles.
2.3 All monies received for the care and maintenance of lots shall be placed in a trust fund in a chartered bank; such account to be known as the “Care and Maintenance Fund – Cemetery” and shall be invested from time to time by the Town Treasurer in accordance with Town policy.

2.4 All interest and investment income received from the Care and Maintenance Fund – Cemetery shall be directed toward the ordinary expense of maintenance and improvement of the Cemetery, pursuant to Section 53, Subsection (4) of the Funeral, Burial and Cremation Services Act, 2002, as amended, and associated regulations.

2.5 All monies received for the care and maintenance of monuments shall be placed in a trust fund in a chartered bank; such account to be known as the “Care and Maintenance Fund – Monuments” and shall be invested from time to time by the Town Treasurer in accordance with Town policy.

2.6 All interest and investment income received from the Care and Maintenance Fund – Monuments shall be directed toward maintaining, stabilizing, securing and preserving markers in the cemeteries, pursuant to Section 53, Subsection (4) of the Funeral, Burial and Cremation Services Act, 2002, as amended, and associated regulations.

2.7 It shall be the duty of the Town Designate to supervise all work in connection with the cemeteries and keep a record of all layers, graves, burials and interment rights purchases.

2.8 The Town Designate shall take complete charge of all workers on the cemetery staff and be responsible for their conduct.

2.9 The Town 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.

2.10 In accordance with Section 110 of Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002, the Town will maintain a public register that is available to the public during regular office hours.

3.0 RULES FOR LAYER OWNERS

3.1 No person other than cemetery staff shall remove any sod or in any other way change the surface of any burial layer in the cemeteries.

3.2 No person shall plant trees or shrubs in the cemetery except with the approval of the
Town Designate and any trees or shrubs now on layers which become, in the Town
Designate’s opinion, by means of their roots or branches or in any other way, detrimental
to the adjacent layers, drains, roads or walks, or prejudicial to the general appearance of
the grounds or inconvenient to the public, the Town Designate may remove such trees or
shrubs or parts thereof, but 30 days prior to said removal, the Town Designate shall
contact the certificate of interment rights holder in writing at his/her latest recorded
address in the cemetery’s records and provide the certificate of interment rights holder
with the opportunity to make adjustments to rectify the problem, the cost of which is to
be assumed by the certificate of interment rights holder.

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

3.4 No interment rights holder or other person shall place any monument, grave
marker, inscription, etc., on any layer, lot or grave until all charges have been paid.

3.5 No interment rights holder or other person shall erect or place any enclosures of iron,
wire, concrete or other materials on or around any layer.

3.6 No interment rights holder or other person shall cause any object such as benches, flower
urns, trellises, artificial flowers, wood or metal stands or other objects including glass
objects that will interfere with the workings of the mowers, etc. to be placed on a layer
except from November 1 until the following April 15 when one metal holder or stand for
winter wreath may be used, but shall be removed by April 15 or be subject to removal
and disposal by the cemetery staff.

4.0 SALE OF LAYERS

4.1 Layers for burial purposes shall be sold according to the existing plans of the various
divisions and sections as approved by the Ministry of Consumer Services and, as to
future plans approved as new sections are opened, at a scale of prices as set forth by
Council and filed with the Ministry of Consumer Services.

4.2 Purchases of plots acquire only the rights and privilege of burial of the dead and of
constructing monuments, subject to the rules and regulations in force and approved by the
Ministry of Consumer Services.

4.3 The Clerk or Town Designate, on payment of the sale price of interment rights, shall
issue a certificate of interment rights.

4.4 Each purchaser of interment rights shall abide by all the existing rules of the cemetery
and any rules and regulations which may hereafter be enacted by the Town.

4.5 Care and maintenance shall be included in the purchase of lots.
4.6 A purchaser has the right to a thirty (30) day cooling off period, meaning they have the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, as long as the interment rights have not been exercised. The purchaser must provide written notice of the cancellation to the Town. The Town will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

4.7 No certificate of interment rights holder shall resell a lot or plot to a third party.

4.8 Each interment rights holder may apply in writing to the Town to resell their interment rights back to the Town at any time, unless the interment rights have been exercised. The Town will, upon receiving this notice, repurchase the interment rights within thirty (30) days after receiving the request. The repurchase price of the interment rights shall be the amount listed on the current price list, less the Care & Maintenance Fund contribution made at the time of purchase. The interment rights holder requesting the repurchase of the rights must return the interment rights certificate to the Town and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the Town. The appropriate paperwork must be completed before the Town will reimburse the rights holder(s). Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the Funeral, Burial and Cremation Services Act, 2002, and associated regulations.

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

4.10 As required by Section 166 and Section 168 of Regulation 30/11 made under the Funeral, Burial and Cremation Services Act, 2002, 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.

5.0 TRANSFER OF PLOTS

5.1 Any interment rights holder who wishes to transfer the certificate of interment rights of his/her plot, shall provide the Town Designate with the name and address of the party to whom the transfer shall be made together with proof of ownership or authority for transfer and shall pay a sum as set forth in the Town of South Bruce Peninsula Consolidated Fee By-law, as amended from time to time.

5.2 In case of transfer of ownership by will or bequest of a plot, the Town reserves the right
to require production of a notarized copy of the will or other evidence sufficient to prove ownership. The transfer fee set out in the Town of South Bruce Peninsula Consolidated Fee By-Law shall apply.

6.0 INTERMENT OR DISINTERMENTS

6.1 Whenever an interment is to be made, the interment rights holder or his/her agent shall give written notice to the Town Designate at least forty-eight (48) hours in advance giving all the particulars as to location and size of grave. 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. The Town shall not be responsible for having graves prepared for funerals unless such notice is given.

6.2 No interment or disinterment shall be made by the Town without satisfactory proof of interment rights being first produced.

6.3 The interment rights holder or his/her agent must present a burial permit issued by the Division Registrar or certificate of cremation, to the Town Designate in attendance at the grave, or to the Town Public Works Office before an interment will be permitted.

6.4 The Town may refuse any interment in any lot against which unpaid charges appear.

6.5 No person, other than an employee or agent of the Town shall open any grave for the purpose of burial or disinterment.

6.6 Burials between November 1 and April 30 shall be at the discretion of the Town Designate. Funeral Directors are requested to suggest committal services be held at the funeral home if a conflict of times occurs.

6.7 The Town assumes no responsibility for damages should a grave be opened in the wrong location due to wrong or insufficient information and any expenses in connection with an error of this kind shall be paid by the parties ordering the interment.

6.8 Every interment rights holder or agent of an interment rights holder shall arrange to arrive at the cemetery not later than 3:00 p.m. in order that burial may be completed within the regular hours of work.

6.9 The maximum interment for each grave shall be one human remains and four cremated remains, or six cremated remains.

6.10 Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
6.11 Each grave shall be at least 1.5 metres (4.92 feet) deep.

6.12 The use of oversize shells or vaults does not permit the Town to assume responsibility for the number of grave openings that may be made in any plot.

6.13 No certificate of interment rights holder or other person shall make or cause any disinterment without the prior consent of the interment rights holder and notifying the proper Medical Officer of Health, except on an order from the Court as provided for in the Funeral, Burial and Cremation Services Act, 2002, and associated regulations. The certificate rights holder shall assume any costs involved.

6.14 All fees for interment, disinterment, lot sale, monument maintenance, care and maintenance or any other fee charged by the Bayview Cemetery, Colpoy’s Bay Cemetery, or Red Bay Cemetery shall be outlined in the Town of South Bruce Peninsula Consolidated Fee By-Law, as amended from time to time.

7.0 CARE OF PLOTS

7.1 All plots in the cemeteries shall be cared for by the cemetery staff and shall include the mowing of grass, clipping around monuments and refilling sunken graves only.

7.2 Certificate rights holders shall pay for the care of their plots in perpetuity at a rate set forth in the Town of South Bruce Peninsula Consolidated Fee By-Law, as amended from time to time. This charge is included in the total price of the plot.

7.3 The Town 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, 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.

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

8.0 RULES FOR VISITORS

8.1 Edgehill Cemetery, Colpoy’s Bay, Red Bay Cemetery, and Bayview Cemetery are sacredly devoted to the burial of the dead, and the provisions of this by-law will be strictly enforced in all cases of disturbance, wanton injury to property, and disregard of the rules of conduct unbecoming to a cemetery.

8.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not, by noise or other disturbances, disturb any service being held.
8.3 Visitors shall travel through the cemetery by way of the roads and paths only and shall not walk or drive over the burial plots of others.

8.4 Children under sixteen years of age must be accompanied by an adult who shall remain in close contact with them and shall be responsible for their action.

8.5 No person shall pick any flower or disturb any tree, shrub or plant within the cemetery and shall not deface any monument, fence or other structure in, or belonging to the cemetery without the express permission of the Town Designate.

8.6 No person shall remove any flower or plant container or other objects from a cemetery plot without receiving permission from the Town Designate to do so.

8.7 No person shall carry or discharge firearms within the cemetery grounds except where used for the firing of volleys at a burial.

8.8 No animals shall be allowed in the cemetery.

8.9 No person shall use the cemetery for the purposes of a picnic party or other large assembly.

8.10 When a society or association desire to hold a memorial service, they shall make application to do so to the Town Designate at least 15 days prior to the desired date and a permit shall be granted at the discretion of the Town. The association or society securing the permit shall be responsible for any damage done to property in the cemetery at that time.

8.11 The cemetery may be visited each day from sunrise to sunset.

8.12 Any complaints by certificate of interment rights holder should be made at Town Hall. Controversies with workers or others on the grounds are to be avoided.

9.0 RULES FOR VEHICLES

9.1 Roads may be closed at any time in the cemetery to vehicular traffic, at the discretion of the Town Designate.

9.2 The drivers of all vehicles entering the cemetery shall obey the instructions of the Town Designate, and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another vehicle and shall not exceed a speed limit of 10 kilometers per hour.

9.3 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the Funeral Director in charge of the funeral.
9.4 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.

9.5 Off-road motorized vehicles, such as dirt bikes, all terrain vehicles and snowmobiles, are not allowed in the cemetery.

10.0 RULES FOR MONUMENT DEALERS OR THEIR EMPLOYEES

10.1 Contractors shall not enter the cemetery after 3:00 p.m. weekdays or on Saturday or Sunday unless by special permission of the Town Designate.

10.2 Contractors or other persons shall remove all implements or materials used in doing any work within the cemetery without delay and if this is not done, the Town Designate may remove same.

10.3 The Town Designate shall not be responsible for loss or damage to any portable articles left upon any plot or grave.

10.4 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.

10.5 No person shall drive a vehicle in the cemetery when the roads are blocked off with barriers.

10.6 Any monument dealer, contractor or individual who damages any layer, tombstone, monument or other structure or otherwise does injury in the cemetery shall be personally responsible for such damage or injury.

10.7 The safety of all monuments will be the responsibility of the Town.

10.8 No monument will exceed 1.2 metres (48 inches) in height, from ground level to the top of the monument.

10.9 Foundations of monuments and markers shall extend no less than 1.01 metres (40 inches) below the surface of the ground and shall be level on top and shall be constructed of concrete.

10.10 No monument shall cover more than ten percent of the total area of the lot or lots on which it is erected. The maximum base size for a single grave shall be .30 metres (12 inches) x .60 metres (24 inches) and for a double grave, .30 metres (12 inches) x .91 metres (36 inches).

10.11 Foundations must be as large in area as the base of the monument, but the Town reserves the right to require a larger foundation if necessary.

10.12 Any slabs or markers used, shall be placed flat and sunk into the ground so that the upper surface shall be level with the sod.
10.13 The dimensions and particulars of the required foundation of the monument shall be submitted to the Town Designate before the erection or placing of the monument, so that the foundation may be properly constructed.

10.14 The Town will not install foundations or monuments.

10.15 No inscription shall be placed on any monument which in the opinion of the Town is not in keeping with the decorum and dignity of the cemetery.

10.16 Stones and monuments shall be free from visible defects with respect to quality or endurance.

10.17 All bases of monuments must be level on the bottom, and the stonework next to the foundation shall have the surface squared, so as to allow full bearing upon the foundation; and no building up or underpinning with chips will be allowed.

10.18 In accordance with Section 53, Subsection (9) of the Funeral, Burial and Cremation Services Act, 2002, a prescribed amount shall be paid into the Care and Maintenance Fund of the cemetery upon the installation of a marker. The prescribed fees are set out in the Town of South Bruce Peninsula Consolidated Fee By-Law, as amended from time to time.

10.19 In accordance with Section 159 of Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002, if a marker in the cemetery presents a risk to public safety because it is unstable, the Town shall do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove the risk.

10.20 No person shall erect more than one monument on each lot and except as noted in Item 10.23, all lettering shall face the lot to which the monument belongs.

10.21 No person shall place more than one marker on each grave.

10.22 All monuments must be of granite or marble.

10.23 Markers shall not exceed .60 metres (1.9 feet) x .30 metres (.98 feet) on the surface and must be placed on a concrete foundation.

10.24 No lettering other than the family name shall be permitted on the back side of the monument facing on opposite lot except in the case of back to back lots being purchased.

10.25 No person shall remove, inscribe or clean any monument, gravestone or memorial of any kind without first obtaining permission from the Town Designate and without first producing a letter in writing from the interment rights holder giving permission and a full description of the work proposed.
10.26 Cleaning or restorative procedures undertaken by a party other than the Town must first have approval of the Town, to ensure the techniques used are acceptable and within the guidelines of the Funeral, Burial and Cremation Services Act, 2002, and associated regulations.

11.0 MISCELLANEOUS

11.1 Anyone found contravening any provision of this by-law shall be guilty of an offence and shall be liable upon conviction to a penalty not exceeding five thousand ($5000.00) dollars, exclusive of costs, under the Provincial Offences Act.

11.2 That any other by-law inconsistent with this by-law is hereby rescinded.

11.3 That this by-law shall come into full force and effect upon written approval of the Ministry of Consumer Services.

12.0 SCHEDULES

12.1 The following schedules attached to this by-law shall form a part of this by-law.

Schedule 'A' - Burial Space Area
Schedule 'B-1' - Certificate of Interment Rights
Schedule 'B-2' - Contract for Purchase of Interment Rights or Cemetery Supplies or Services
Schedule 'B-3' - Conditions of Contract
Schedule 'C' - Cemetery Rates

READ a FIRST and SECOND time this 19th day of June, 2012.

READ a THIRD time and FINALLY PASSED this 19th day of June, 2012.
<table>
<thead>
<tr>
<th>Cemetery</th>
<th>Section</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Bay Cemetery</td>
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<td>3.5' x 8'</td>
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<tr>
<td>Bayview Cemetery</td>
<td>Section 1-5</td>
<td>3' x 10'</td>
</tr>
<tr>
<td>Bayview Cemetery</td>
<td>Section 6-8</td>
<td>3.5' x 12'</td>
</tr>
<tr>
<td>Colpoy’s Cemetery</td>
<td></td>
<td>3.5' x 10'</td>
</tr>
</tbody>
</table>
SCHEDULE ‘B-1’
BY-LAW 85-2012

CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Funeral, Burial and Cremation Services Act, 2002, and regulations and all amendments thereto;

Between the Town of South Bruce Peninsula, hereinafter called the "Cemetery Owner", a body licensed under the laws of the Province of Ontario;

And ________________________________,
hereinafter 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 which is deposited with Cemetery Owner.

The Cemetery Owner agrees to assign to the Purchaser, the Burial of Interment Rights as follows:

In the ________________________________ Cemetery,
situated in the Town of South Bruce Peninsula,

Block _____ Range _____ Layer _____ Section _____ Lot _____
Purchased on the ________ day of ________________, ________.

The Purchaser, by acceptance of this certificate indicated that the by-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said by-laws as well as the provisions of the Funeral, Burial and Cremation Services Act, 2002, as if these were included as part of this certificate.
The Purchaser agrees that in the event of transfer of the said Interment Rights, this certificate cannot be transferred but will be returned to the Cemetery Owner who will issue a new certificate to the transferee.

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

In witness whereof the Cemetery Owner has affixed its signature by the hands of its proper signing officers this ______ day of __________________, in the year of Our Lord, ________.

_________________________, Signing Officer, Town of South Bruce Peninsula
SCHEDULE ‘B-2’
BY-LAW 85-2012

CONTRACT FOR PURCHASE OF:
A) Interment Rights; B) Cemetery Supplies or Services

In the ___________________________ Cemetery, owned and operated by the Town of South Bruce Peninsula, 315 George Street, PO Box 310, Wiarton, Ontario NOH 2T0.

Purchased on the _______ day of _____________________, ________________.

Bill to: ___________________ Rights to: _______________

_________________________________

Interment rights: Block ___ Range ___ Layer ____ Section ____ Lot _____

Dimensions ______ x ______ Funeral Director/Transfer Services: ________________

Deceased Name __________________________________________________________________

Place of Death ______________________ Date of Death __________________________

Date of Interment __________________ Graveside Time _______________________

Cremation Opening Size ______________

Additional Information __________________________________________________________________

• Lot Price _______________________

• Care and Maintenance ______________

• Repurchase Price ___________________

  Subtotal – Interment Rights __________________

• Interment _________________________

• Cremation _________________________

• Disinterment _______________________

  Subtotal – Interment Fees ______________

15
- Monument Administration
- Monument Care and Maintenance
  Subtotal – Monument Fees

- Transfer of Ownership
- Saturday/Holiday Openings
- Mortuary
  Subtotal – Other Fees

SUBTOTAL
HST
TOTAL

It is agreed between the parties that the contract is subject to the by-laws of the cemetery and the Purchaser hereby acknowledges receipt of a copy of the by-laws. The “Conditions of Contract”, reverse, have been read and understood.

Purchaser Signature  Purchaser Signature  Purchaser Signature

__________________________  Signing Officer, Town of South Bruce Peninsula
CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Single Plot  In accordance with Section 168 of Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002, 40% of the purchase price or $250.00, whichever is greater, shall be set aside with the Trustee of the Care and Maintenance Fund

CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

Fees collected for the Care and Maintenance for marker installation shall be in accordance with Section 166 of Ontario Regulation 30/11 under the Funeral, Burial and Cremation Services Act, 2002, and are listed in the Town of South Bruce Peninsula Consolidated Fee By-law.

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

A purchaser has the right to a thirty (30) day cooling off period, meaning they have the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, as long as the interment rights have not been exercised. The purchaser must provide written notice of the cancellation to the Town. The Town will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

No certificate of interment rights holder shall resell a lot or plot to a third party.

Each interment rights holder may apply in writing to the Town to resell their interment rights back to the Town at any time, unless the interment rights have been exercised. The Town will, upon receiving this notice, repurchase the interment rights within thirty (30) days after receiving the request. The repurchase price of the interment rights shall be the amount listed on the current price list, less the Care & Maintenance Fund contribution made at the time of purchase. The interment rights holder requesting the repurchase of the rights must return the interment rights certificate to the Town and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the Town. The appropriate paperwork must be completed before the Town will reimburse the rights holder(s). Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the Funeral, Burial and Cremation Services Act, 2002, and associated regulations.
If any portion of the interment rights has been exercised, the purchaser(s), or interment rights holder(s), are not entitled to cancel the contract or re-sell the interment rights.

As required by Section 166 and Section 168 of Regulation 30/11 made under the Funeral, Burial and Cremation Services Act, 2002, 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.

In accordance with the by-laws of the cemetery, the following restrictions on exercising the interment rights apply: 48 hours notice must be given (Section 6.1); burials between November 1 and April 30 at Town discretion (Section 6.6); arrive not later than 3:00pm (Section 6.8).

In exercising the interment rights contracted herein, the following documents are required: Burial Permit, Certificate of Interment Rights, Cremation Certificate

In accordance with the by-laws of the cemetery, the following restrictions/requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: object placement (Section 3.6); rules for monument dealers (Section 10).

If a purchaser transfers an interment right, the purchaser 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. The transfer of interment rights shall be in accordance with the by-laws of the cemetery.

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

A CONTRACT FOR THE PURCHASE OF SUPPLIES OR SERVICES INCLUDES:

All supplies and services purchased must be in accordance with the by-laws and regulations governing the cemetery.
SCHEDULE ‘C’
BY-LAW 85-2012

CEMETERY RATES

The fee schedule associated with the cemetery shall be established by the Town of South Bruce Peninsula Consolidated Fee By-law as amended from time to time. Notice of such fees and any changes thereto shall be published by the Town in an appropriate manner.