

**THE CORPORATION OF
THE TOWNSHIP OF TARBUTT**

BY-LAW NO. 2022 - 26

**A BY-LAW TO PROVIDE REGULATIONS FOR THE
OPERATION, MAINTENANCE AND MANAGEMENT OF THE
PORT FINDLAY AND STICKNEY CEMETERIES.**

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, as amended, and the Regulations made pursuant to the said Act, municipalities are empowered to make by-laws governing the operation of cemeteries; and

WHEREAS the Cemeteries shall be governed by this By-law and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically; and

WHEREAS this By-law sets out the rules and regulations that govern the Port Findlay Cemetery and the Stickney Cemetery, and has been approved by the Registrar, *Funeral, burial and Cremation Services Act, 2002* (FBCSA), Bereavement Authority of Ontario (BAO); and

WHEREAS the Corporation of The Township of Tarbutt deems it necessary and expedient to pass a by-law governing the operation of the two cemeteries operated under The Township of Tarbutt, namely:

Port Findlay Cemetery and Stickney Cemetery (closed)

NOW THEREFORE the Corporation of The Township of Tarbutt ENACTS as follows:

SECTION A: DEFINITIONS

ACT shall mean the *Funeral, Burial and Cremation Services Act, 2002*, as amended.

BOARD shall mean the Cemetery Board appointed by the Council of The Township of Tarbutt.

BURIAL/INTERMENT: Shall mean the opening of a lot and the placing of human remains or cremated human remains into that lot, followed by closing the lot. The lot may be a grave in the ground or a niche in a columbarium.

BY-LAW shall mean the rules and regulations under which the Cemetery is operated and which shall be approved by Council and the Registrar of the Bereavement Authority of Ontario.

CANCELLATION shall mean that a Purchaser has the right to cancel an interment 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.

CARE AND MAINTENANCE FUND as required under the FBCSA and O. Reg. 30/11 and 184/12, that a prescribed amount or percentage of the purchase price (excluding tax) of all interment and rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund, and which has been invested by the Clerk of the Corporation of The Township of Tarbutt.

CARETAKER shall mean the person/contractor hired by the Board to maintain the cemeteries.

CEMETERY SERVICES shall mean the following services in respect of a lot or plot:

- i) opening and closing of a grave;
- ii) interring or disintering human remains;
- iii) general care of graves;
- iv) any other services normally provided by a Cemetery Operator;

CERTIFICATE shall mean an Interment Rights Certificate for the Purchase of Interment Rights, attached hereto as Schedule "B".

CLERK shall mean the Clerk of the Corporation of The Township of Tarbutt.

COLUMBARIUM shall mean a structure designed for the purpose of interring cremated remains in sealed compartments.

CONTRACT, for the purpose of this by-law, all purchasers of interment rights or other services must receive a copy of the contract they and the Cemetery Operator have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the Cemetery By-law, a copy of the Consumer Information Guide, and the Price List, attached hereto as Schedule "C".

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 shall mean the Corporation of The Township of Tarbutt.

COUNCIL shall mean the Council of The Township of Tarbutt

CREMATED REMAINS shall mean the residue after the cremation of a body and the casket or container in which the body was received.

CREMATION LOT shall mean an area of land 4 feet x 4 feet (16 sf) intended only for the burial of cremated remains, as referenced in Section F5 herein.

DISINTERMENT shall mean the removal of a casket or cremated remains from a grave or niche;

FEE shall mean the costs charged by the Cemetery Board to a purchaser of a Lot, Plot or Niche as shown on Schedule "A", attached hereto.

GRAVE (also known as a Lot) shall mean any inground burial space intended for the interment of a human;

INTERMENT shall mean the burial in the cemetery of the body or remains of a human being

INTERMENT RIGHTS shall mean the right to require or direct the interment of human remains or of cremated human remains in a grave or niche, and to authorize the installation of a monument or marker.

INTERMENT RIGHTS HOLDER shall mean the person authorized or entitled to inter human remains in a specified lot, and may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

INTERMENT RIGHTS CERTIFICATE shall mean a Certificate issued to the purchaser by the cemetery operator once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights, attached hereto as Schedule "B".

INTERMENT RIGHTS CERTIFICATE HOLDER shall mean the person(s) authorized or entitled to inter human remains in a specified lot. It may be the person to whom the interment rights certificate is issued, and/or assigned, or their legal representative, ascertained by production of a notarial copy of a will or other evidence satisfactory to the Clerk.

LOT shall mean a single grave space set aside to contain human remains

MARKER shall mean any permanent monument, tombstone, plaque, headstone or other structure or ornament affixed to a lot or plot intended for human remains

MINISTER shall mean the Minister of Public and Business Service Delivery for the Province of Ontario

NICHE shall mean a compartment within the columbarium that hold the cremated remains of one person.

PLOT shall mean two or more lots in which the rights to inter have been sold together as a unit.

PRICE LIST shall mean the price list of services provided by the Corporation.

PURCHASER shall mean the individual who pays for and has their name attached to the right to a lot, plot or niche and who is also known as the Interment Rights Holder.

RESIDENT shall mean a person who has owned property in Tarbutt Township within the last 25 years from the date of the purchase of the Lot, Plot or Niche. This will include spouses and immediate family members of a resident (children, parents, siblings).

THIRD PARTY shall mean someone other than the original interment rights holder / inherited rights holder such as a non-family member to whom the interment rights may be sold.

TRANSFER shall mean a gift, bequest or any other transfer made without consideration as may be permitted under the Act.

SECTION B: GENERAL INFORMATION / GOVERNANCE

1. The business and affairs of the two cemeteries, namely Port Findlay and Stickney shall be managed and supervised by a Board composed of one council member and up to five people appointed by Council to hold office for the term of Council, or until their successor is appointed.
2. The Board shall be responsible for the administration, management, maintenance, care and improvement of the two cemeteries.
3. The Board shall have the authority to engage and authorize a caretaker or other employee and contractors to carry out the duties of the Board.
4. The Board shall be responsible to the Council of The Township of Tarbutt for the execution of their duties.
5. Council shall have the right to remove any or all members of the Board for failure to carry out their duties or for other just cause.
6. The Board shall elect a person to be the Chair from their own number.
7. The Board shall appoint the Clerk who is responsible to the Council of The Township of Tarbutt for properly recording all matters and acts pertaining to cemeteries as fall within their respective jurisdictions. The Clerk may delegate this authority to another member of the Township's staff who is not a voting member.
8. The Board shall render such reports as may be prescribed or as Council may require.
9. Council has authority to make final and binding decisions on behalf of the Board.
10. The Board shall meet at the call of the Chair.
11. Fifty percent plus one of the Board shall constitute a quorum and no business shall be transacted unless a quorum is present. Each Board member shall have only one vote.
12. All Board members shall be provided with a copy of this By-Law.
13. **By-law Amendments:** The cemetery shall be governed by this by-law, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically.

14. 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.
 - d. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO.
15. **Public Register:** Provincial legislation, Sec 110 of O. Reg. 30/11, requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.
16. **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.

SECTION C: FINANCIAL

1. All fees and charges shall be paid as set out in the Schedule of Fees attached hereto as Schedule "A", as approved by Council.
2. Payments for all fees and charges and deposits shall be made at The Township of Tarbutt office.
3. The Clerk or designate shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to cemeteries.
4. The Clerk or designate shall receive all revenue belonging to or pertaining to the cemeteries.
5. The Clerk or designate shall maintain, invest, and administer the Care and Maintenance Fund in accordance with the provisions and regulations of the Act.
6. The Board shall submit an annual budget to the Council setting out operating and capital expenses. Application and use of monies shall be under the control of the Board.
7. The revenue earned from the interest of the Care and Maintenance Fund shall be applied at the discretion of the Board for general maintenance of the Cemeteries. The Board shall not be bound to expend the whole or any part of the money earned, but may accumulate or hold any part thereof or invest the same.
8. **Care and Maintenance Contribution:** The cemeteries are maintained through the use of the Care and Maintenance Fund and all Interment Rights Holders of lots acquired prior to the introduction of the Care and Maintenance fund in 1955 shall be required to contribute to this fund in accordance with the Care and Maintenance Fee if there was no previous Care and Maintenance Contribution made.
9. The application of donations shall be at the discretion of the Board with due regard for the wishes of the donor.

SECTION D: RULES & REGULATIONS

1. All persons entering the cemetery shall conduct themselves in a manner keeping with the dignity of the cemetery.
2. Plot owners shall not permit interments to be made in their plots for remuneration and shall not sell their plots for remuneration.

3. Drivers of vehicles within the cemeteries shall respect all plots and shall be held responsible for any damage done by said vehicles.
4. Recreational vehicles are not permitted within the Cemeteries.
5. No person shall do any work within the cemetery without the permission of the Board, the Township or the Caretaker including but not limited to the following:
 - a. Place any fence, railing, curbs or other enclosures around, or anything other than sod (i.e. crushed stone) on the surface of any lot or plot.
 - b. Plant any shrubs or trees without permission of the Board. The Board reserves the right to remove any unsightly or neglected shrubs, trees or other objects.
 - c. Plants or small shrubs are permitted on graves only within one foot of headstones. Articles uncared for are not the responsibility of the cemetery and will be removed at the discretion of the caretaker.
 - d. Write upon, deface, injure or damage any marker, railings, fence or other structure.
 - e. Any person who damages any lot, plot, marker or any other structure in the cemeteries shall be held personally responsible.
 - f. Remains of animals shall not be placed within the Cemeteries.
 - g. 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.
 - h. The scattering of any remains in any area of the Cemetery is strictly prohibited.
6. The following articles are **prohibited** from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals; loose stones or sharp objects; trellises or arches; chairs or benches.

SECTION E: OPERATIONS

1. Lots or plots may be purchased by individuals upon payment of the appropriate fees as per Schedule "A". At the time of sale, the Clerk shall provide a copy of the Contract, Interment Rights Certificate, the Cemetery By-law, and the BAO's *Consumer Information Guide*.
2. The *Certificate of Interment Rights* for a lot or lots shall be in the form as Schedule B and shall show:
 - a) The name and address of the Rights Holder
 - b) Name and address of the purchaser (if different than the rights holder)
 - c) The location and dimension of each lot to be purchased
 - d) The number and type of interments permitted in each lot
 - e) Any limitations or restrictions on exercising the rights.
 - f) The Cemetery where the lot is located.
 - g) An itemized list of each service and supply and individual price of each, as per current price list, including taxes and less any discount.
 - h) Amount of care and maintenance contribution for each lot or ground
 - i) Information on any restrictions re markers, decorations or structures
 - j) Information on resale or transfer of rights including restrictions on resale or transfer, and any applicable fees
 - k) Be signed by the purchaser in the presence of a witness

- l) Upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this by-law
3. Upon payment in full the Corporation shall prepare, have executed and deliver a Certificate of Interment Rights to the purchaser as set out in this By-law.
4. A Purchaser has up to 30 days after signing an Interment Rights Certificate to cancel the Certificate, and will be given a full refund when such cancellation has been received in writing. After 30 days, when the cemetery repurchases the right at the current price, it will deduct from the price being paid to the rights holder the amount that has already been paid into the Care and Maintenance Fund.
5. Refunds will only be given for the price of lot purchases. Care & Maintenance fees are non-refundable and become part of the Trust Account after a thirty (30) day cooling off period.
6. The resale of Interment Rights to a third party is **prohibited**. Interment rights holder(s) may not resell the interment rights of Plots, Lots, or Niches except to The Township of Tarbutt in accordance with the *Funeral, Burial and Cremation Services Act, 2002* and the regulations made under that Act.
7. The Transfer of a plot, lot or niche shall convey only those rights set out in Section E (2) of this by-law.
8. Upon receipt of a fully executed Transfer of Ownership, completed by the registered Interment Rights Holder or that person's legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Clerk or designate, the Clerk or designate shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a new Certificate of Interment Rights.
9. Purchasers of Plots, Lots or Niches acquire only the right of burial of human remains therein, and of installing a marker or monument and such rights shall be subject to the provisions of the *Funeral, Burial and Cremation Services Act, 2002* and of this By-law as amended from time to time, and no purchaser shall acquire any right, title or interest except as for said or pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.
10. The Interment Rights Holder requesting the resale/cancellation of the rights must return the interment rights certificate to the 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 Operator reimburses the rights holder.
11. The Interment Rights Holder must designate, in writing, if another person is to be interred in his or her lot or plot. Please refer to Schedule D, Application for Transfer.
12. A copy of the Cemetery By-law shall be provided upon purchase and payment of the Plot, Lot or Niche or when a transfer is completed.

SECTION F: INTERMENT

1. The Board is empowered to fix and regulate the price for opening and closing of Cremation Plots, Lots or Niches, subject to the approval by the Cemetery Board and Council.
2. No interment shall take place until such time as the Plot, Lot or Niche has been paid for, in full, including care and maintenance fees.
3. No interment shall take place until such time that a copy of the Burial Permit or Certificate of Cremation has been filed with the Clerk or designate as designated by Council.

4. Interments shall take place only from May 1 to October 31 in any given year unless otherwise authorized by the Board and/or caretaker.
5. No more than four (4) cremation interments shall be made in each cremation lot, and no more than six (6) cremation interments shall be made in any regular lot. A limited number of cremation interments will be permitted on top of a full body interment.
6. Only one full body interment may be made in a Lot. Double depth interments shall not be permitted.
7. Interment rights holder(s) must provide written authorization prior to a burial or 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 in keeping with the *Succession Law Reform Act*, such as an Estate Trustee, Executor, Personal Representative or next of kin.
8. Notice of each interment to be made shall be given to the Clerk or designate at least one business day in advance, except under special circumstances. The Board will not be responsible for having lots prepared for funerals unless such notice is given.
9. Only Cemetery or Township employees (or designates) authorized to do so may open and seal Niches for entombments. This applies to the inside sealer and the Niche front.
10. The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the Cemetery Board.
11. The Board reserves the right to select the location of the Lot for any indigent burial.
12. Remains of animals shall not be placed in any lot or interred or cremation remains placed in the Cemeteries.
13. Scattering of ashes is not permitted anywhere on Cemetery grounds.

SECTION G: DISINTERMENT

1. Human remains may be disinterred from a lot provided that the written consent 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 Township Office before the removal of casketed human remains from the Cemetery may take place. A Certificate from the local Medical Officer of Health is not required for the disinterment of cremated remains from a lot, or the removal of cremated remains from the cemetery.
2. In certain circumstances the removal of human remains may also be ordered by certain public officials without the consent of the Interment Rights Holder and/or the next of kin.
3. Only Township employees or their designates, Law Enforcement Officers, and representatives of Algoma Public Health may be present at a disinterment. All disinterments shall comply with the Ontario Ministry of Health regulations.
4. Prior to disinterment, the Township, in its sole discretion, may remove any marker, shrub, or plant at the expense of the Interment Rights Certificate holder.
5. The cemetery shall be closed during a disinterment. Only those persons required or permitted by the Act or the Township shall be in attendance.
6. Neither the Township nor the Cemetery Board will be responsible for damage to any casket or container which may occur during the course of disinterment, nor will they be responsible for any damage to any cremation urn or outer container which may occur during a disinterment. If a replacement urn, casket or container is required, it will be at the expense of the Interment Rights Holder or their personal representative.

SECTION H: MARKERS

1. The Board reserves the right to determine the size of markers, their composition, their number, and location on each lot or plot, based on the following requirements:
 - a. No more than one upright marker shall be erected on one Lot.
 - b. The minimum thickness of a marker shall be 5 inches at the base.
 - c. Markers shall not exceed 44 inches in height, including foundation (as per Act)
 - d. Flat markers on a single lot shall not exceed 24 inches wide by 6 inches deep.
 - e. All markers to be granite, bronze, stone or wood at the discretion of the Board.
 - f. No markers shall be allowed to stand on interment space of any lot or plot.
2. Upright markers shall be set upon an adequate foundation no less than 6 inches deep and must exceed the marker by a minimum of 6 inches on all sides. Foundation shall be flush with the ground.
3. No marker shall be erected without the supervision of the Board or designate.
4. The Board or its designate reserves the right to enter onto any lot or plot to remove any marker or other structure or any inscription not in keeping with the decorum and dignity of the cemetery.
5. The Board shall not be held responsible for scratches or chips which may occur from regular maintenance.
6. The Board shall be responsible for the maintenance and repairs of markers and may lay down markers that are considered unsafe.
7. Niche inscriptions and adornments will be inscribed by an engraver approved by the Cemetery Board.
8. Niche engraving will be at the expense of the owner of the Niche.
9. Only a person authorized by the Board may remove or alter the front of the Niche.
10. Unauthorized adornments will be removed and disposed of without notification and at the expense of the Interment Rights Holder.

SECTION I: CONTRACTOR/MONUMENT DEALERS

1. Any contract work to be performed within the cemeteries require the written pre-approval of the interment rights holder and the cemetery operator prior to the commencement of the work. 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.
2. It is the responsibility of all contractors to report to the Township Office and provide the necessary approvals prior to commencing work at any location on a cemetery property.
3. Prior to the start of any said work, contractors must provide the Township with proof of liability insurance of not less than \$2 million dollars and WSIB Coverage.
4. All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery property.
5. Contractors shall temporarily cease all operations if they are working within 100 metres of the cemetery property until the conclusion of the gathering. The Cemetery reserves the right to temporarily cease contractor operations if the noise of the work being performed by the contractor is deemed to be a disturbance to a funeral or public gathering within or near the cemetery.

SECTION J: HOURS OF OPERATION

1. Office Hours for Cemetery Administration: The Township of Tarbutt Office shall be open Monday through Friday, from 9:00 am to 4:00 pm except statutory holidays.
2. Visitation Hours: The Port Findlay Cemetery is open to the public 7 days/week, 24 hours per day. The Stickney Cemetery is open seasonally, 7 days/week, 24 hours/day.
3. Interments shall occur only between May 1 and October 31 of each year.

SECTION K: EFFECTIVE DATE


1. The short form title of this By-law shall be the Tarbutt Cemetery By-law.
2. This By-Law shall come into force and effect upon approval by the Registrar, Bereavement Authority of Ontario.
3. By-Laws 5-98, 2012-07, 07-2016, and any other Cemetery By-law previously passed by The Council of The Township of Tarbutt are hereby repealed and replaced.

READ A FIRST, AND TAKEN AS READ A SECOND AND THIRD TIME AND FINALLY PASSED in open session this First day of November, 2022.





Lennox Smith, Mayor



Carol Trainor, Clerk

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "A" TO BY-LAW 2022-26, AS AMENDED
Schedule of Fees for Plots, Lots & Niches

<u>Sale of Lot</u>	Price	Total	
Ratepayer Regular lot (4x8)	\$700.00	\$700.00	\$290.00 care & maintenance incl
Non-ratepayer Regular (4x8)	\$900.00	\$900.00	\$290.00 care & maintenance incl
Ratepayer cremation (4x4)	\$400.00	\$400.00	\$175.00 care & maintenance incl
Non-ratepayer cremation (4x4)	\$500.00	\$500.00	\$175.00 care & maintenance incl
Transfer fee admin	\$75.00		

Sale of Niches

Row A (top) ratepayer	\$1,500.00	\$1,500.00	\$225.00 care & maintenance incl
Row B ratepayer	\$1,000.00	\$1,000.00	\$165.00 care & maintenance incl
Row C ratepayer	\$850.00	\$850.00	\$165.00 care & maintenance incl
Row D (bottom) ratepayer	\$700	\$700.00	\$165.00 care & maintenance incl
Row A (top) non-ratepayer	\$1,800.00	\$1,800.00	\$270.00 care & maintenance incl
Row B non-ratepayer	\$1,300.00	\$1,300.00	\$195.00 care & maintenance incl
Row C non-ratepayer	\$1,150.00	\$1,150.00	\$172.50 care & maintenance incl
Row D non-ratepayer	\$1,000.00	\$1,000.00	\$165.00 care & maintenance incl

Note: each niche can hold 2 inurnments. Add additional \$100.00 plus \$13.00 hst for the second plus opening and closing costs.

The size of the urn that can fit into a niche is 12"x12"x12"

Opening & Closing:	(includes marking out of the lot by caretaker or designate)		
Cremation lot (4x4)		\$100.00	
Regular lot (4x8)	full burial	\$750.00	\$750.00 paid to contractor
	cremation	\$100.00	Admin fee paid to Township
Niches		\$100.00	\$100.00

Installation of markers:

Flat Markers less than 173 square inches		no charge	(' 173 sq inches = approx 13"x13")
Flat Markers at least 173 square inches	\$100.00	\$100.00	(' 173 sq inches = approx. 13"x13")
Upright markers less than 4ft x 4ft	\$200.00	\$200.00	
Upright markers more than 4ft x 4ft	\$400.00	\$400.00	

100% of installation fees for markers are allocated to care and maintenance as set out in Ontario Regulation 30/11 made under the *Funeral Burial and Cremation Services Act, 2002*

Disinterment charges

disinterment of burial	\$2,500.00	\$2,500.00
disinterment of cremated remains	\$500.00	\$500.00

**THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE 'B' TO BY-LAW 2022 – 26, AS AMENDED
CERTIFICATE FOR THE PURCHASE OF INTERMENT RIGHTS**

Date of Purchase: _____ Certificate No: _____

Pursuant to the *Funeral, Burial and Cremation Services Act, 2002* and Regulations and all amendments thereto:

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TARBUTT
Hereinafter called the "Cemetery Operator"

AND:

_____ (Name(s))

_____ (Address)

Hereinafter called the "Purchaser"

IN CONSIDERATION of the sum of \$ _____, receipt of which is hereby acknowledged, and which includes the sum of \$ _____ for Care and Maintenance, which is deposited with the Township of Tarbutt, the Cemetery Owner agrees to assign to the purchaser the Burial of Interment Rights as follows:

PORT FINDLAY CEMETERY

Section _____ Plot _____ Lot _____ Dimensions _____

Section _____ Plot _____ Lot _____ Dimensions _____

Niche _____ Column _____ Row _____ Number _____

Niche _____ Column _____ Row _____ Number _____

By acceptance of this Certificate, the Purchaser confirms 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 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 Operator who will issue a new Certificate to the Purchaser.

Information contained on this form is considered public information in accordance with the *Funeral, Burial and Cremation Services Act, 2002*. The purchase of a lot conveys only the right of burial of human remains therein and of installing a marker and no other right of title or interest is obtained in the lot, plot or niche.

IN WITNESS whereof, the Cemetery Operator has affixed their signature by the hand of its

property signing officer this _____ day of _____, 20__.

PURCHASER

THE CORPORATION OF THE TOWNSHIP OF TARBUTT

Personal information contained on this form is collected in accordance with the *Funeral Burial and Cremation Services Act, 2002* and Regulations thereunder, and will be used solely for the purposes of that Act. Questions regarding this information should be directed to the Municipal Freedom of Information and Protection of Privacy Coordinator at The Township of Tarbutt.

**THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "C" TO BY-LAW 2022 – 26, AS AMENDED
CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS**

THIS AGREEMENT made and executed in duplicate this _____ day of _____, 20 _____

IN PURSUANCE OF the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and Regulations and all amendments thereto:

BETWEEN: THE TOWNSHIP OF TARBUTT Hereinafter called the "Owner"
being the OWNER of the Cemetery and being licensed under the laws of the Province of Ontario,
having its head office at 27 Barr Road S., Desbarats, Ontario

AND

Name of Purchaser(s) Hereinafter called the "Purchaser"

Of

Full Address

WHEREAS the Purchaser wishes to purchase from the Owner the interment rights described below in the

PORT FINDLAY CEMETERY Hereinafter call the "Cemetery"

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

Plot Number: _____	Lot Number: _____	Dimensions: _____ x _____
Columbarium		
Niche in Section _____	Number: _____	Total Number of Niches: _____
Having a volume of _____ cubic _____, as shown in the approved plan of the Cemetery.		

Therefore, the Owner and the Purchaser agree as follows:

- Purchase Price** – The Total purchase price shall be \$ _____ dollars (\$ _____), which sum includes the charges and all applicable taxes as itemized below:
Lot: \$ _____
Niche: \$ _____
Other: \$ _____ **TOTAL SALE:** \$ _____
- Care and Maintenance:** Forty percent (40%) of the purchase price set out in Clause 1 of this contract shall be set aside for the care and maintenance of the cemetery, and deposited with the Trustee of the Care & Maintenance Fund, provided that the minimum amount to be set aside shall be \$290.00 (CDN), or 40% of the price, whichever is greater.
- Columbarium:** This contract relates to interment rights in a private structure which is subject to the Cemetery's By-law:
 No _____ Yes _____ Number of niches in structure: _____
- Resale:** Resale of interment rights by the Purchaser is prohibited.
- Cemetery By-laws:** Copies of the By-law governing the operation of the Cemetery and the exercise of interment rights in the Cemetery, hereinafter referred to as "the By-law", are attached hereto and have been received and read, and the Purchaser agrees to be guided by the said By-law, as well as the provisions of the *Funeral, Burial and Cremation Services Act* and Regulations made thereunder, as if these were included as part of this contract.
- Supplies – Services:** The By-law contains restrictions of requirements respecting cemetery supplies and services purchased from a source other than the Cemetery.
 Yes _____ No _____
- Certificate of Interment Rights:** The Certificate of Interment Rights will not be issued until the interment rights have been fully paid for.

8. **Repurchase by Owner:** An Interment Rights Holder may, by written request, require the Owner to repurchase the rights at any time before they are used. The repurchase price shall be determined by establishing the amount paid by the Purchaser for the rights, less the amount the Owner paid into the Care and Maintenance Fund in respect of the Interment Rights.

In accordance with this requirement, the repurchase price to be paid by the Owner for each lot to which the Interment Rights relate shall be: \$ _____.

9. **Limitations – Restrictions:** The following limitations and restrictions apply to the exercise and transfer of the Interment Rights:

NOTE: Transfer means a gift, bequest or other transfer made without consideration.

10. **Documents:** Before a person may exercise the Interment Rights, the following documents must be provided to the Owner:

Interment Order _____ Certificate of Interment Rights _____ Other _____

11. **Conditions of Contract:** This contract shall be subject to the conditions set out in the Regulation and printed on the reverse of this page.

12. **Date of Purchase:** _____, 20 _____

THIS AGREEMENT made and executed in duplicate this ____ day of _____, 20 _____.

IN WITNESS WHEREOF the Operator and the Purchaser have set their hands hereto:

SIGNED AND SEALED IN THE PRESENCE OF:

Witness

Purchaser

Witness

Operator

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CONDITIONS OF CONTRACT

1. It is a condition of every contract for the purchase of Interment Rights that provides for payment in instalments that, if at least two thirds of the purchase price has been paid, the Owner is not entitled to take possession of Interment Rights upon default in payment without leave of a judge of the Ontario Court (General Division).
2. It is a condition of every contract for the purchase of interment rights that, if a purchaser transfers an Interment Right:
 - a. The purchaser shall give notice of the transfer to the cemetery Owner and return the original Certificate of Interment Rights to the Owner; and
 - b. The Owner shall issue a new Certificate of Interment Rights to the Transferee.

NOTE: “Transfer” means a gift, bequest or other transfer made without consideration.

3. It is a condition of every contract for the purchase of Interment Rights if the interment is to take place in a private structure, the private structure is subject to the Cemetery By-law.

**THE CORPORATION OF THE TOWNSHIP OF TARBUTT
SCHEDULE "D" TO BY-LAW NO. 2022 – 26, AS AMENDED**

APPLICATION FOR TRANSFER OF OWNERSHIP

I, _____ of _____ declare
that I am the registered owner or legal representative of the owner, and hereby make application
for the transfer of:

Section _____ Plot _____ Lot _____

PORT FINDLAY CEMETERY

Which is currently registered in the name of _____ (former owner)

To

_____ of _____
Name Address

In accordance with By-Laws governing the Cemeteries

Witness

Owner or Legal Representative

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