

BY-LAW NUMBER 2017-9

BEING A BY-LAW TO ENACT RULES AND REGULATIONS FOR THE MAINTENANCE, MANAGEMENT, REGULATION AND CONTROL OF ALL CEMETERIES OWNED OR OPERATED BY THE TOWNSHIP OF NAIRN AND HYMAN

WHEREAS *Ontario Regulation 30/11, Section 150 and the Funeral Burial and Cremation Services Act, 2002* provides for any cemetery operator to make By-laws governing the operation of the cemetery;

AND WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under Section 151 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, as amended;

AND WHEREAS Section 11 of the *Municipal Act, S.O. 2001, Chapter 25*, as amended, authorizes lower-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

NOW THEREFORE the Council of the Corporation of the Township of Nairn and Hyman **HEREBY ENACTS AS FOLLOWS:**

1. DEFINITIONS

For the purpose of this By-law and any forms, contracts or policies prepared in relation to this by-law:

- 1.1 "The Act" means the Funeral, Burial and Cremation Services Act, 2002, as amended and Ontario Regulation 30/11.
- 1.2 "Burial" means the opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 1.3 "By-laws" means the rules and regulations under which the Cemetery operates.
- 1.4 "Care and Maintenance Fund" means a requirement under the Funeral, Burial and Cremation Services Act that a prescribed amount or a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- 1.5 "Contract" means that for the purpose of this By-law, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- 1.6 "Council" means the Council of the Corporation of the Township of Nairn and Hyman.
- 1.7 "Grave" (also known as a lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.

- 1.8 "Interment" means the burial of human remains and includes the placing of human remains in a lot.
- 1.9 "Interment Rights" means the right to require or direct the interment of human remains or cremated human remains in a grave or lot.
- 1.10 "Interment Rights Certificate" means a document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.11 "Interment Rights Holder" means any person designated to hold the right to inter human remains in a specified lot.
- 1.12 "Legal Representative" means an executor, executrix, administrator of the estate of a deceased individual or a person with power of attorney of a living individual.
- 1.13 "Lot" means a single grave space.
- 1.14 "Marker" means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- 1.15 "Monument" means any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- 1.16 "Non-Resident" means anyone other than a Resident.
- 1.17 "Plot" means a parcel of land, sold as a single unit, containing multiple lots.
- 1.18 "Resident" means any person who at the time of death or purchase of a cemetery lot;
 - i) resides in the municipality,
 - ii) is the owner or tenant of land in the municipality or the spouse of such a person,
 - iii) is a former resident receiving chronic health care in another municipality.

2. ADMINISTRATION

- 2.1 The Director of Public Works or the Clerk Treasurer, Chief Administrative Officer, or his/her designated alternates, shall:
 - 2.1.1 Observe and carry out all of the provisions of this By-law, the Act and its Regulations, as may from time to time be amended.
 - 2.1.2 Make, open and close all graves in the cemetery which may be required to be opened or closed and allow no other person to do so.
 - 2.1.3 Attend all interments held in the cemetery and fill in all graves immediately after interments.
 - 2.1.4 Attend to the regular and proper maintenance of the cemetery.
- 2.2 The Clerk Treasurer, Chief Administrative Officer shall make available for public inspection without charge the following information:
 - 2.2.1 The plan of the cemetery.
 - 2.2.2 The name and address of each interment rights holder and location of the lot to which the rights pertain.

- 2.2.3 The name and address of each original purchaser of interment rights that have been transferred to another person and the date on which the rights were transferred.
- 2.2.4 The name of each person whose remains are interred in the cemetery, the location of the lot in which the remains are interred and the date on which the remains were interred.
- 2.2.5 The particulars of each disinterment of remains, including the name of the person who requested the disinterment, the date on which the remains were disinterred and the location in which the remains were reinterred.
- 2.2.6 Any other information required by the Act and regulations made thereunder.
- 2.3 This By-law shall be known and may be cited as the "Cemetery By-law" of the Township of Nairn and Hyman.

3. RULES AND REGULATIONS

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- 3.1 No motorized snow vehicles, off-road vehicles, motorcycles and bicycles are permitted within the cemetery grounds.
- 3.2 No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- 3.3 No person shall carry refreshments upon, or consume refreshments on the cemetery grounds.
- 3.4 No person shall bring any alcoholic beverage upon the cemetery grounds.
- 3.5 No person shall deposit rubbish or debris on the cemetery grounds.
- 3.6 No person shall engage in soliciting of any kind in the cemetery.
- 3.7 No person shall engage in any activity which may damage the monuments or cemetery grounds.
- 3.8 No person shall destroy, mutilate, deface, damage, inure, or remove any monument, marker, fence or other structure or works placed in a cemetery.
- 3.9 No person shall willfully disturb persons assembled for the purpose of an interment of a body in a cemetery.
- 3.10 No person shall willfully disturb the quiet and good order of a cemetery by noise or other improper conduct.

4. SALE OF INTERMENT RIGHTS

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

- 4.1 A lot may be purchased by executing a contract in the form set forth in Schedule "A" to this By-law completed and signed by the purchaser or a legal representative of the deceased or an immediate family member of the deceased and by a representative of the municipality, together with the payment of the purchase price.

4.2 At the time of sale, the Township of Nairn and Hyman shall provide each interment rights holder with:

4.2.1 A copy of the contract referred to in Section 4.1;

4.2.2 A copy of the Interment Rights Certificate; and

4.2.3 A copy of the Cemetery By-law and any amendments thereto.

4.2.4 A copy of the Consumer Information Guide.

5. CANCELLATION OR RESALE OF INTERMENT RIGHTS

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments and markers, subject to the conditions set out in the Cemetery By-law. No burial or installation of any monument or marker is permitted until the interment rights have been paid in full and an Interment Rights Certificate has been issued to the interment rights holder. The purchase of interment rights is not a purchase of real estate or real property.

Cancellation of Interment Rights within 30 Days

5.1 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 Township of Nairn and Hyman. The Township of Nairn will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

Cancellation of Interment Rights after 30 Days

5.2 Upon receiving written notice from the purchaser of the interment rights, the Township of Nairn and Hyman will cancel the contract and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving the said written notice. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Township of Nairn and Hyman along with the written notice of cancellation.

5.3 If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

6. TRANSFER OF INTERMENT RIGHTS

6.1 The resale of interment rights by the holder to a third party is prohibited by the Corporation of the Township of Nairn and Hyman.

6.2 An interment rights holder may request in writing that the Township of Nairn and Hyman repurchase the interment rights of lots at any time before they are used, and the Township of Nairn and Hyman shall repurchase such rights within thirty (30) days of the receipt of such request, subject to the following:

6.2.1 The repurchase price of the interment rights shall be the price listed on the price list at the date the request is received, less the amount paid into the Care and Maintenance Fund in respect of the interment rights.

6.2.2 The interment rights holder shall return the original interment rights certificates or provide an affidavit explaining why the certificates cannot be returned.

- 6.3 An Interment Rights Holder may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Township of Nairn and Hyman and by returning the original Interment Rights Certificate to the municipality. Upon receipt of the notice, the required transfer fee and the original Interment Rights Certificate, the Township of Nairn and Hyman shall issue a new Interment Rights Certificate to the Transferee. If the Interment Rights Holder has misplaced the original Interment Rights Certificate a replacement may be issued upon payment of the applicable fee, and any subsequent transfer fee will also apply if the Interment Rights are being transferred.
- 6.4 Further to Section 6.3, any transfer of Interment Rights from a Resident to a Non-Resident, shall be subject to the applicable transfer fee plus the difference between the Resident and Non-Resident fee at the time of transfer.

7. INTERMENTS

- 7.1 A person wishing an interment shall give notice to the Township of Nairn and Hyman at least forty-eight (48) hours in advance of the proposed time of interment.
- 7.2 No interment shall take place without a Burial Permit issued by the Division Registrar under the *Vital Statistics Act, R.S.O. 1990, c. V.4* for full interments or an original *Certificate of Cremation* signed by the Superintendent or designate of the crematorium for cremation interments.
- 7.3 No interment shall take place until the person making the arrangements for the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment Services Contract as set out as Schedule "C". Such arrangements may be made by telephone but a copy of the Interment Service Contract as per Schedule "C" must be received by the Township of Nairn and Hyman before the interment can take place. In the event the person making the arrangements for interment is not the Interment Rights Holder, a letter of permission to bury, Schedule "D" must also be completed, signed and dated by all known interment rights holders and forwarded to the Township of Nairn and Hyman. Evidence satisfactory to the municipality of ownership of the Interment Rights may be necessary to assist in determining proper authority to request interments.
- 7.4 Each single lot may have not more than one (1) traditional (casket) burial with up to (3) three cremated remains or up to six (6) cremation burials in one single lot.
- 7.5 No grave shall be opened or closed except by cemetery staff.

8. CREMATED REMAINS

All regulations stated in Section 7 of this By-law pertain to this section (8) plus the following:

- 8.1 No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provisions of this By-law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person and the applicable fee(s) paid. The co-mingling of ashes must be performed by the Superintendent or designate of the crematorium for cremation interments.

- 8.2 If cremated remains have been interred first in any lot and the said lot may be considered for a future traditional (casket) burial then the cremated remains must be enclosed in a non-breakable, non-decomposing container. If the interred cremated remains are not enclosed in a non-breakable, non-decomposing container then the right is forfeited for a future traditional (casket) interment.
- 8.3 If the cremated remains must be removed in order for the burial of a casket to take place, a disinterment fee for each cremated remains moved shall apply. Written permission must be received from the Interment Rights Holder or his/her representative prior to disinterring any cremated remains.
- 8.4 Each container holding cremated remains shall not exceed 25.4 millimeters x 25.4 millimeters (12 inches x 12 inches) in size to accommodate burial, unless prior permission is received from the Township of Nairn and Hyman to use a larger container.

9. DISINTERMENT

- 9.1 The disinterment of a body (casket burial), once properly interred, shall not be made without an order signed by both the Medical Officer of Health and the Interment Rights Holder or a written court order.
- 9.2 Disinterments may occur in the presence of an Inspector of the Medical Officer of Health and the Director of Public Works or his or her designate and the requirements of the Act and regulations thereunder shall be observed.
- 9.3 If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.
- 9.4 Any markers or monuments designating the location of an interment shall be removed twenty-four (24) hours prior to the time of disinterment by the owner or someone designated by him or her. If the marker/monument is not removed, the Township of Nairn and Hyman will not be held liable for any damage that may be caused to the marker/monument.
- 9.5 The charge for disinterment shall be as set forth as determined by the Township of Nairn and Hyman.

10. LOT DECORATIONS

- 10.1 The following lot decorations are prohibited in the cemeteries
 - 10.1.1 All funeral flowers, containers and other equipment shall be removed from the grave site within seven (7) days after the interment. If they are not removed within this time period, they will be considered abandoned and may be disposed of by Township of Nairn and Hyman staff.
 - 10.1.2 Fences, curbs, benches, steps, glass, structures of wood or equally perishable material, stone chips, flowerbed borders, candles and candle holders.
 - 10.1.3 In order to preserve the appearance of the cemetery grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by the Township of Nairn and Hyman. Grading, seeding, sodding, top dressing, fertilizing and watering of lots, sodding, seeding and covering graves shall be done by cemetery staff only.
 - 10.1.4 No person shall deposit any debris, decayed flowers, plants, hedge clippings or weeds that are generated from the maintenance of flowerbeds and shrubs, on roads, walks or any part of the cemetery grounds.

10.1.5 The Township of Nairn and Hyman may remove flowers, shrubs, or any plant material that interferes with the opening and closing of a lot for an interment.

11. MARKERS AND MONUMENTS

- 11.1 Except under authority of this By-law, no person shall cause a monument or marker to be erected on, installed on, or removed from a lot unless the written consent of the interment rights holder or legal representative, and the permission of the Township of Nairn and Hyman have first been given.
- 11.2 Only established monument/marker companies may supply and install monuments or markers. Individual or homemade monuments/markers are not permitted.
- 11.3 The Township of Nairn and Hyman shall not grant permission for installation or erection of a monument or marker on a lot unless all amounts owing to the municipality for interment rights, cemetery services and cemetery supplies with respect to that lot and the amounts required to be paid to the municipality have been paid.
- 11.4 Every person installing a marker or monument shall pay to the Township of Nairn and Hyman the amounts as prescribed under section 166 of *Ontario Regulation 30/11* made under the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002 c.33*, as amended, and such amounts shall be credited to the Care and Maintenance Fund.
- 11.5 No person shall cause a monument or marker to be erected or installed on a lot except in accordance with the following restrictions:
- 11.5.1 Only one (1) upright monument and up to three (3) flat markers are permitted on each single lot.
- 11.5.2 Up to six (6) flat markers are permitted on each single lot, provided that there is no upright monument installed on the same lot.
- 11.5.3 All flat markers shall be installed flush to the surface of the ground.
- 11.5.4 An upright monument, including the base, is restricted to a maximum height of 1.22 meters (4 feet).
- 11.5.5 Monuments to be erected for or by lot owners shall be set upon an adequate foundation of a good quality concrete, granite, marble or other natural stone of a minimum depth of 15.24 cm (6 inches). All foundations must be flushed to the ground and shall not be wider than the lot that it is being set on and not have a length greater than 40.56 cm (18 inches) from the head of the lot. The foundation must be a minimum of 7.62 cm (3 inches) wider than the monument base in the front, back and sides.
- 11.5.6 A flat marker is restricted to a maximum size of 33.03 centimeters x 33.03 centimeters (13 inches x 13 inches).
- 11.6 No person shall cause a monument to be erected or installed on a lot except in accordance with the following restrictions:
- 11.6.1 The base of each monument must be level and uniform in thickness so as to allow full bearing upon the foundation. Building up or under pinning with spalls or chips is not permitted.
- 11.6.2 A monument shall not extend beyond the limits of the lot or plot on which it is erected.

- 11.6.3 Every monument shall be placed at the centre of the head end of a lot except where the alignment of existing nearby monuments justifies another location as approved by the Township of Nairn and Hyman.
- 11.6.4 A concrete foundation shall be of uniform thickness with measurements equal to that of the monument base.
- 11.6.5 All foundations shall be constructed by the monument company at the expense of the interment rights holder.
- 11.6.6 No base shall be closer than 5.08 centimeters (2 inches) to the plot or lot side lines.
- 11.7 No person shall cause a marker to be installed on a lot except in accordance with the following restrictions:
- 11.7.1 Flat markers shall be of granite or bronze only.
- 11.7.2 Granite markers shall be not less than 10 centimeters (4 inches) in thickness and must be of uniform thickness throughout.
- 11.7.3 Bronze markers must be attached to a concrete or granite base not less than 10 centimeters (4 inches) in thickness.
- 11.7.4 The dimensions of a flat marker on a single lot shall not exceed 33.03 centimeters x 33.03 centimeters (13 inches x 13 inches).
- 11.7.5 Every marker shall be flush with the ground and shall be positioned in a location approved by the Township of Nairn and Hyman.

12. REGULATIONS FOR CONTRACTORS AND WORKERS

- 12.1 All contractors performing work in a cemetery are required to produce on an annual basis evidence of public liability and property damage insurance in an amount not less than two million dollars (\$2,000,000.00).
- 12.2 All contractors performing work in a cemetery shall be required to produce on an annual basis evidence of good standing with the Workplace Safety and Insurance Board (WSIB).
- 12.3 All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Township of Nairn and Hyman and are further governed by the *Occupational Health and Safety Act* and Regulations with respect to proper safety wear.
- 12.4 All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions which may be required by the municipality in the performance of their work.

13. PRICE LIST

- 13.1 Subject to the *Funeral, Burial and Cremation Services Act, 2002*, as amended, and the regulations made thereunder, Council shall adopt a price list to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such price list may be amended by by-law of the Council as it, from time to time, deems necessary.

14. CONTRACTS AND CERTIFICATES OF INTERMENT

- 14.1 The Contract for the purchase of Interment Rights is attached as Schedule “A” to this By-law.
- 14.2 The form of Certificate of Interment Rights is attached as Schedule “B” to this By-law.
- 14.3 The Contract for purchase of interment services is attached as Schedule “C” to this By-law.

15. PENALTIES

- 15.1 Every person who contravenes any of the provisions of this By-law is guilty of an offence, and upon conviction is liable to a fine of not more than Five Thousand Dollars (\$5,000.00) as provided for in the *Provincial Offences Act, R.S.O. 1990, c.P.33*, as amended.

16. VALIDITY

- 16.1 If a section of this By-law is, for any reason, held by a Court of law or other Administrative Tribunal to be invalid, the remaining sections shall remain in effect until repealed.

17. EFFECTIVE DATE

- 17.1 That this by-law shall come into force and upon approval by the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services, Pursuant to the Funeral, Burial and Cremation Services Act, 2002. The Township of Nairn and Hyman Cemetery By-law No. 2005-19 is hereby repealed effective upon the coming into force of this by-law.

Read a first and second time this 14th day of August, 2017.

Read a third time and passed in open Council this 14th day of August, 2017.

Original Signature on File
Deputy Mayor

Original Signature on File
Clerk



TOWNSHIP OF NAIRN AND HYMAN

64 McIntyre Street, Nairn Centre, Ontario P0M 2L0 (Telephone 705-868-4232)

Schedule "A" to By-law 2017-9

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS

CEMETERY INFORMATION

Name of Cemetery Operator: The Township of Nairn and Hyman
Name of Cemetery: Nairn Community Cemetery
Address: 64 McIntyre Street, Nairn Centre, Ontario P0M 2L0
Phone Number: (705) 869-4232

LICENCE INFORMATION

Cemetery Operator Licence #: 3303436-1

CONTRACT INFORMATION

Contract Reference #: _____

Date Contract Issued: _____

PURCHASE INFORMATION

Name: _____

Address: _____

Municipality: _____

Province: _____ Postal Code: _____ Telephone: _____

Purchaser's Relationship to the Recipient: _____

RECIPIENT # 1: INFORMATION

Name: _____

Address: _____

Municipality: _____

Province: _____

Postal Code: _____

Telephone: _____

Date of Birth: _____

Place of Birth: _____

RECIPIENT # 2: INFORMATION

Name: _____

Address: _____

Municipality: _____

Province: _____

Postal Code: _____

Telephone: _____

Date of Birth: _____

Place of Birth: _____



TOWNSHIP OF NAIRN AND HYMAN

64 McIntyre Street, Nairn Centre, Ontario P0M 2L0 (Telephone 705-868-4232)

Schedule "A", Page 1 of 3 to By-law 2017-9

CONTRACT FOR PURCHASE OF INTERMENT RIGHTS

This contract is between the purchaser: _____

AND

The cemetery operator: The Township of Nairn and Hyman,

Concerning cemetery Interment Rights for the Recipient(s) as identified in this contract.

The purchaser (if different than the recipients) represents being legally authorized or charged with the responsibility for the recipient(s) cemetery Interment Rights and cemetery pre-paid supplies and services arrangements specified in this contract. This agreement will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, heirs, executors, administrators, successors and assigns.

ITEMS PURCHASED

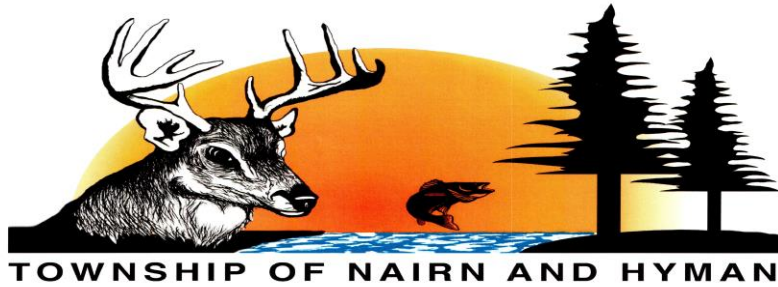
Interment Rights

Cemetery Site Name	Number of graves	Lot Size	Location	Purchase Price

Cemetery Supplies and Services

Interment: Traditional or Cremation?	Quantity	Type	Location	Purchase Price

Sub-Total	\$
Harmonized Sales Tax	\$
Contract Total	\$



Schedule "A", Page 2 of 3 to By-law 2017-9

**APPENDIX "1" TO THE CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS
CONDITIONS OF CONTRACT**

Contract Terms and Conditions

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-law is required for interment, disinterment, and the placement of markers or monuments.

Each purchaser of Interment Rights within the Cemetery shall receive a copy of the Contract for the Purchase of Interment Rights, the cemetery by-law, the Ontario Government's Consumer Information Guide and upon payment in full, a Certificate of Interment Rights. This Certificate of Interment Rights shall specify the name of the purchaser, the location, dimensions and capacity of the lot purchased, the date of purchase, the sale price and the portion of the sale price set aside for the care and maintenance fund.

Interments Rights included

Each single lot may have not more than one (1) traditional burial with up to (3) three cremated remains or up to six (6) cremation burials in one single lot.

The following trusting provisions are in effect

Lot – 40% of the purchase price or \$250.00, whichever is greater
In-ground grave – 5 feet wide (1.524 meters) X 10 feet wide (3.048 meters)

Contributions to the Care and Maintenance Fund for markers and Monuments

	<u>FEE</u>
1. Flat marker (smaller than 1,116.13 cm ² /173 in ²)	\$ 0.00
2. Flat marker (1,116.23 cm ² /173 in ² or larger)	\$50.00
3. Upright marker (1.22 m/4 ft or less in height and 1.22 m/4 ft or less in length, including the base)	\$100.00
4. Upright marker (more than 1.22 m/4 ft in either height or length, including the base)	\$200.00

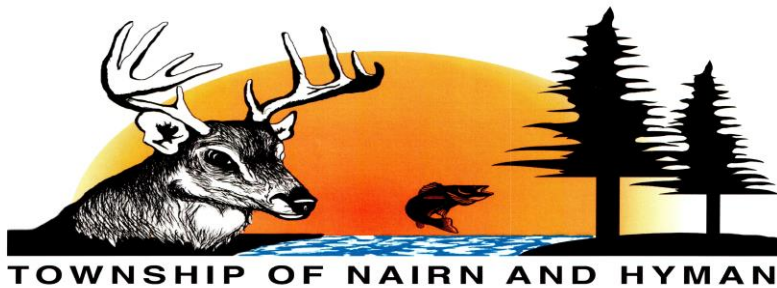
Payment Terms

Payment must be made to the Corporation of the Township of Nairn and Hyman before a burial can take place.

Cancellation of contract within 30 days

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 Township of Nairn and Hyman. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

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



Schedule "A", Page 3 of 3 to By-law 2017-9

**APPENDIX "1" TO THE CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS
CONDITIONS OF CONTRACT**

Cancellation of contract after 30 days

Upon receiving written notice from the purchaser of the interment rights, after thirty (30) days of signing the interment rights contract, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

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

Transfer of Interment Rights

The Township of Nairn and Hyman permits the Interment Rights Holder to transfer their interment rights to a third party, as long as the transfer is conducted through the Township of Nairn and Hyman and the purchaser meets the qualifications and requirements as outlined in the Township of Nairn and Hyman Cemetery By-law. The original Interment Rights Certificate that was issued to the interment rights holder(s), must be returned along with the written notice requesting the transfer. A new Interment Rights Certificate will be issued to the third party purchaser upon payment of the applicable transfer fee.

The resale of Interment Rights by the purchase is prohibited. They must be sold back to the Township of Nairn and Hyman at the original value of sale, minus the amount paid into the care and maintenance fund in relation to those rights.

Cemetery By-law: By initialling below, the purchaser acknowledges receiving a copy of the Cemetery By-law # 2017-9.

{____} I hereby acknowledge that I have received and reviewed a copy of Cemetery By-law # 2017-9.

The contract date set out below is the date on which this contract is accepted by the operator.

I, _____, acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract's terms and conditions.

Purchaser: _____ Date: _____
(Signature)

Accepted on behalf of the Corporation of the Township of Nairn and Hyman by:

Providers Name: _____

Providers Signature: _____

Date: _____



TOWNSHIP OF NAIRN AND HYMAN

Schedule "B" to By-law 2017-9

**INTERMENT RIGHTS CERTIFICATE
NAIRN COMMUNITY CEMETERY**

PURSUANT TO the Funeral, Burial and Cremation Services Act, 2002, Ontario Regulation 30/11, s.126

Interment Rights Certificate # Date Purchased:

Contract #

Interment Rights Holder(s): The Interment Rights Holder(s) listed below have the right to direct/consent to the burial associated with the Interment Rights in conjunction with the cemetery by-law.

Rights Holder Name: _____	Rights Holder Name: _____
Address: _____	Address: _____
Town: _____	Town: _____
Province: _____ Postal Code: _____	Province: _____ Postal Code: _____

Nairn Community Cemetery, Township of Nairn and Hyman
64 McIntyre Street, Nairn Centre, Ontario P0M 2L0
Telephone (705) 869-4232

Interment Right Location: Lot # _____, Section # _____,

Price: \$ _____ Care and Maintenance Contribution: \$ _____

Area: 5 feet wide by 10 feet in length

Interment Right Capacity: For regular lots, not more than one casket burial shall be allowed in one grave lot with up to three (3) cremated remains or not more than six (6) cremation burials in one grave lot.

Refer to the Cemetery By-law provided to you at the time of purchase for a complete listing that apply to your specific Interment Rights.

The Township of Nairn and Hyman permits the Interment Rights Holder to transfer their interment rights to a third party, as long as the transfer is conducted through the Township of Nairn and Hyman and the purchaser meets the qualifications and requirements as outlined in the Township of Nairn and Hyman Cemetery By-law. The original Interment Rights Certificate that was issued to the interment rights holder(s), must be returned along with the written notice requesting the transfer. A new Interment Rights Certificate will be issued to the third party purchaser upon payment of the applicable transfer fee. If the original Interment Certificate is misplaced the cemetery operator will issue a duplicate certificate in order to complete the transfer of ownership of the Interment Rights and the cemetery operator is entitled to charge an administration fee (as shown on the cemetery's price list) for the issuance of a duplicate certificate.

The resale of Interment Rights by the purchase is prohibited. They must be sold back to the Township of Nairn and Hyman at the original value of sale, minus the amount paid into the care and maintenance fund in relation to those rights.

Signed by Authorized Official – Township of Nairn and Hyman

Dated



TOWNSHIP OF NAIRN AND HYMAN

64 McIntyre Street, Nairn Centre, Ontario P0M 2L0 (Telephone 705-868-4232)

Schedule "C" to By-law 2017-9

Interment Services Contract

Date	
Name of Deceased	
Address of Deceased	
Place of Death	
Date of Death	
Next of Kin	
Date of Birth	
Place of Birth	
Date of Interment	
Time of Interment	
Casket/Cremation Burial	
Grave Location	
Religious Denomination	
Funeral Director	
Funeral Home	
Interment Rights Holder(s)	
Address	
Phone Number	
Information Supplied By	
Notes	

Interment Cost:	
Interment Fee (Traditional)	\$
Interment Fee (Cremation)	\$
Harmonized Sales Tax	\$
Total Cost	\$

It is agreed between the parties that this contract is subject to the By-laws of the Township of Nairn and Hyman with respect to the Township of Nairn and Hyman Cemeteries and the Interment Rights Holder(s) hereby acknowledge that the cemeteries are governed by these by-laws, a copy of which is attached, and that the Conditions of the Contract attached have been read and understood.

Purchaser:

(Print Name)

(Signature of Purchaser(s) Interment Rights Holder)

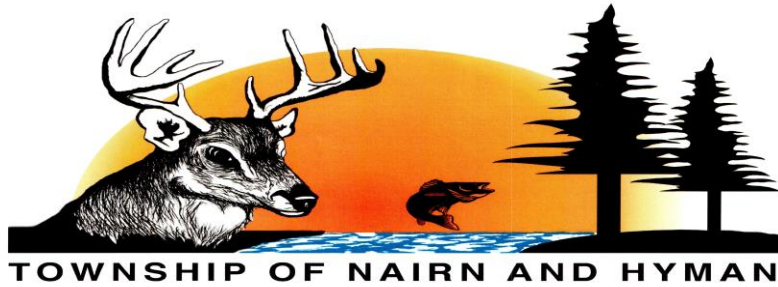
(Print Name)

(Signature of Purchaser(s) Interment Rights Holder)

Cemetery Representative:

(Print Name)

(Signature of Municipal Representative)



Schedule "D" to By-law 2017-9
Letter of Permission to Bury

TOWNSHIP OF NAIRN AND HYMAN CEMETERY

64 McIntyre Street
Nairn Centre, Ontario
P0M 2L0

This form is to be used jointly with Schedule "C" (Interment Services Contract) when those financially responsible for interment services costs are not the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Township of Nairn and Hyman to be matched with an Interment Services Contract at the time of an interment service request so interment services may take place in an expeditious manner when needed.

I/we, the undersigned _____

owner(s) of the Interment Rights of the lot described as _____

in the Township of Nairn and Hyman Cemetery do grant permission for the burial of:

(Print Full Name and the Type of Burial – Traditional Casket or Cremation)

in the aforementioned cemetery lot.

Please Print Name(s) of
Interment Rights Holders:

Signature(s):

Date:

No interment will take place unless the Burial Permit or the Certificate of Cremation, the Interment Services Contract and this permission form are received from the Interment Rights Holder(s) or their respective(s) to the Township of Nairn and Hyman along with prescribed fee for the opening of the lot. Restrictions may apply, please consult the Cemetery By-law.