



THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

BYLAW NO. 1653

These by-laws are the rules and regulations that govern Chapple Cemetery and Finland Cemetery under the approval of the Registrar of Cemeteries, Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Bereavement Authority of Ontario.

WHEREAS the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) authorizes an owner to establish rules and regulations governing a municipality owned cemetery:

AND WHEREAS the Corporation of the Township of Chapple owns the Chapple Cemeteries:


NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Chapple hereby **ENACTS AS FOLLOWS**:

1. That the Council for the Corporation of the Township of Chapple hereby approves the Rules and Regulations attached hereto as Schedules A, B, C, D, E, and F and forming part of the By-Law.
2. That the By-Law shall come into force and take effect thirty (30) days after being filed and approved with The Bereavement Authority of Ontario (BAO).

Enacted the 14th day of February, 2018, and amended this 9th day of October, 2018 as witnessed by the Seal of the Corporation and the hands of its proper officers.



Peter Van Heyst - Reeve



Peggy Johnson - CAO/Clerk Treasurer

SCHEDULE A

TO BY-LAW NO. 1653

RULES AND REGULATIONS GOVERNING THE CHAPPLE CEMETERIES

PREFACE

*This cemetery shall be the burial ground to service
The Corporation of the Township of Chapple,
regardless of race, creed or colour.*

A. DEFINITIONS

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

By-laws: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the Funeral, Burial and Cremation Services Act (FBCSA) 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.

Columbarium: a structure designed for the purpose of interring cremated human remains in niches or compartments.

Contract: For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the price list.

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.

Crypt/Mausoleum: A structure, other than a columbarium, used as a place for the interment of human remains in tombs, crypts or compartments.

FBCSA: Funeral, Burial and Cremation Services Act, 2002.

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

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

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

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

Lot: For the purposes of these By-Laws a lot is a single grave space.

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

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

Niche: A cremation niche is an above ground burial space, where a decedent's urn, containing their cremated remains, is placed inside and sealed.

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

B. General Information

Hours of Operation:

Visitation Hours: Visiting shall be permitted at all reasonable hours, but no person shall enter or be within the cemetery during the hours of darkness.

Municipal Office Hours: Monday to Friday 8:30 am to 4:00 pm

Burial Hours: Monday to Friday 8:30 am to 3:30 pm. Saturday by special arrangements. No interments on Sunday or on Statutory Holidays.

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

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

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

By-law Amendments:

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

All by-law amendments must be:

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

All by-laws and by-law amendments are subject to the approval of the Bereavement Authority of Ontario (BAO).

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 save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

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

Pets or Other Animals:

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

Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Notice of Resale and Transfer of Interment Rights:

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

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

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

C. The Cancellation or Resale of Interment Rights

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

Cancellation of Interment Rights within 30 Day Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

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

- Upon receiving written notice from the purchaser of the interment, 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 has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment.

Resale of Interment after 30 Day Cooling-Off Period:

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

Care and Maintenance Fund Contributions:

- As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights (excluding tax) 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.

Resale to third party is prohibited within cemetery by-laws:

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

D. Bylaws Pertaining To Burial and Burial Of Cremated Remains

- Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial of human remains.
- Payment must be made to the cemetery before a burial can take place.
- The cemetery shall be given at least 48 business hours of notice for each burial of human remains.
- The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- No interment shall be made on a Saturday except with the special permission of the Corporation of the Township of Chapple.
- No interments shall be made during the period of November 1 and May 1. If weather conditions permit, interments may be done during this period at the discretion of Council.
- All interments must have an outer container.
- Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- Cremations may be interred in any lot. A maximum of four (4) cremation interments will be allowed in each lot unless special permission is received from the cemetery operator. Cremation interments and regular burials are permitted in the same lot, provided that the regular burial occurs first. Only one full burial is allowed per lot with a maximum of four (4) cremation interments on same lot.
- Cremated remains are not permitted to be scattered on a grave.

E. Bylaw Pertaining To Memorialization

- Because of the subsidence of new graves for full burials, monuments shall not be placed on the lots until one year after interment unless special permission is obtained from the cemetery operator, cremains are exempt from this requirement therefore a monument may be placed within the first year.
- No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or a permit is obtained from the cemetery operator.
- No monument shall be placed on a lot within the cemetery unless the location of the monument has been marked by an employee of the cemetery operator. Notice of placement of a monument shall be provided to the cemetery at least 48 hours prior to the placement.
- Foundations for monuments shall be level with the surrounding ground.

- All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm and shall not exceed 6 inches or 15 cm in thickness.
- When any monument, gravestone or memorial of any kind is to be removed from the cemetery, notice shall be given to the cemetery operator in writing.
- No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.
- Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.
- The cemetery operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.
- A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the cemetery operator including: dimensions, material of structure, construction details, and proposed location.
- In keeping with the cemetery by-laws only one monument and one footstone shall be erected within the designated space on any lot.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the cemetery operator.
- Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Single lot maximum: 691.2 square inches or 4,459.34592 square centimeters.

Double lot maximum: 1,382.4 square inches or 8,918.69184 square centimeters.

- No flat or upright marker or other memorial shall have a base or footing having a horizontal area greater than fifteen percent (15%) of the area of the lot.

Single lot size: 48" x 96" or 121.92 cm x 243.84 cm

Double lot size: 96" x 96" or 243.84 cm x 243.84 cm

F. Bylaw Pertaining to Care and Planting

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling, sodding or re-seeding lawn
- Maintenance of cemetery roads, pathways

- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery operators.
- Flowers, funeral wreaths and artificial flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- Since borders, fences, railing, walls, rock edging and hedges in and around lots become unsightly they are prohibited and shall be removed with written notice.
- Implements or materials used in handling any work within the cemetery shall be removed without delay
- No person shall make any walk, or remove corner posts or grave markers in the cemetery.

G. Bylaw Outlining Items That Are Prohibited and Permitted

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

Prohibited articles will be removed and disposed of without notification.

- To assist interment rights holders, the following articles, as listed but not limited to, will be 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

- The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

I. Rules for Visitors

- Visiting shall be permitted at all reasonable hours, but no person shall enter or be within the cemetery during the hours of darkness, except police, or employees of the cemetery operator in the performance of their duties.
- Any person disturbing the quiet and good order of the cemetery will be expelled from the grounds.
- Vehicles within the cemetery shall be driven at a moderate rate of speed, keep on the driveways and shall not be driven on the grass.
- Any complaints by lot owners or visitors to the cemetery shall be made at the municipal office and not to workmen on the ground.

BAO		BEREAVEMENT AUTHORITY OF ONTARIO	
L'AUTORITÉ DES SERVICES FUNÉRAIRES ET CIMETIÈRES DE L'ONTARIO			
APPROVED		APPROUVÉ	
In accordance with the <i>Funeral, Burial and Cremation Services Act,</i> 2002		Conformément à la Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation	
Date of Approval/ Date de l'approbation	Jan 29, 2019		
File/Licence No. Numéro de Fiche/Permis	3298172		
By/ Par	Caryn Smith		

Schedule B

To Bylaw No. 1653

Chapple Cemeteries Contract

Schedule B
To BY-LAW 1653
Chapple Cemeteries Contract

The Corporation of the Township of Chapple

P.O. BOX 4
BARWICK, ONTARIO POW 1A0
Phone 807-487-2354 or Fax 807-487-2406
OFFICE OF THE CLERK-TREASURER
E-mail: chapple@tbaytel.net

CEMETERY INFORMATION

Name of Cemetery Operator: The Corporation of the Township of Chapple
P.O. Box 4 Barwick, ON
POW 1A0
Phone: (807)487-2354

License Information: Cemetery Operator License #: 3298172 Cemetery Site#: Chapple Cemetery #03560
Finland Cemetery #03559

Name of Cemetery: _____
(enter either Chapple Cemetery or Finland Cemetery)

Purchaser Information:

Name: _____

Address: _____
(provide mailing and civic address)

Municipality: _____

Telephone: _____ Purchaser's Relationship to the Recipient: _____
(next of kin/spouse)

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: _____

RECIPIENT #3: INFORMATION

Name: _____
Address: _____
Municipality: _____
Province: _____
Postal Code: _____
Telephone: _____
Date of Birth: _____
Place of Birth: _____

RECIPIENT #4: INFORMATION

Name: _____
Address: _____
Municipality: _____
Province: _____
Postal Code: _____
Telephone: _____
Date of Birth: _____
Place of Birth: _____

*Add More Recipients if required

This contract is between the purchaser:

Name of Purchaser

AND

The cemetery operator:

The Corporation of the Township of Chapple

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 (description):

Cemetery site name: _____
(Chapple Cemetery or Finland Cemetery)

Type of grave: _____ Area: _____ Location: _____
(Single/Double) (Block/Lot/Plot A,B,C,D)

Cost of Plots: Lot: \$50/lot
(example: 4 lots per plot = 4x\$50.00 = \$200.00) Purchase Price: _____

Care and Maintenance \$250.00/lot
(example: 4 lots = 4x\$250.00 = \$1,000.00) Care and Maintenance: _____

Additional description of grave/services: _____

Cemetery at-need services (description):

Interment: _____ Location - Block: _____ Lot: _____ Plot: _____
(casket or urn)

Interment (burial): **Municipal Attendants are required for all interments**

Attendants outside of regular business hours: Employee hourly rate x 1.5

Flat rates for cremations: Cremation – Urns \$150.00
Cremation – Saturday \$150.00

Purchase price: _____

Monuments (description):

Name on marker: _____

Marking Plots for placement of Monument: **\$50.00**

Plus Care and Maintenance of placement of monument/marker:

- (a) In the case of installing a flat marker measuring less than 1,116.3 sq. cm. (173 sq.in.) \$0.00
- (b) In the case of installing a flat marker measuring over 1,116.3 sq. cm. (173 sq. in.) \$50.00
- (c) In the case of installing an upright monument measuring more than 1.22 m. (4 ft.) Or less in height or length, including the base \$100.00
- (d) In case of installing an upright monument measuring more than 1.22m. (4 ft.) either In height or length, including the base \$200.00

Purchase price: _____

Sub-Total: _____

Contract Total: _____

For Office Use Only:
Received By: _____ Date: _____

Receipt Number: _____ Date entered into computer: _____

Memorialization: Only one monument and one footstone shall be erected within the designated space of any lot as prescribed in the Cemetery By-laws.

Interments Rights included: Only one (1) full burial is allowed per lot with a maximum of four (4) cremation interments on the same lot. Cremation interments and regular burials are permitted in the same lot, provided that the regular burial occurs first.

Contract Terms and Conditions:

If the above Interment Rights have not been used the Purchaser may in writing to the owner within thirty (30) days from the signing of the contract cancel this contract for a full refund.

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the Cemetery By-laws is required for interments, cremation, dis-interments, and the placement of markers, monuments, inscriptions or ceramic photos.

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

In accordance with cemetery by-laws, no burial, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.

Cancellation of Interment Rights within the 30 Days Cooling-Off Period:

- A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

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

- Upon receiving written notice from the purchaser of the interment, 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 has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment.

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

- Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment rights.

Notice of Resale and Transfer of Interment Rights:

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

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

Care and Maintenance Fund Contributions:

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

Requirements prohibiting resale of interment rights to a third party:

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

- If a rights holder(s) wishes to re-sell the interment rights, the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the Interment Right at the price listed on the cemetery operator's current price list less the Care and Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

- The interment rights holder requesting the resale of the rights must return the interment or rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

Subdivision of Interment Rights:

No Rights Holder(s) may sub-divide and sell or transfer a portion of an Interment Rights.

Memorialization:

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument;

(a) In the case of installing a flat marker measuring less than 1,116.3 sq. cm. (173 sq. in.)	\$0.00
(b) In the case of installing a flat marker measuring over 1,116.3 sq. cm. (173 sq. in.)	\$50.00
(c) In the case of installing an upright monument measuring more than 1.22 m. (4 ft.) Or less in height or length, including the base	\$100.00
(d) In case of installing an upright monument measuring more than 1.22 m. (4 ft.) either In height or length, including the base	\$200.00

Rights Holder(s) Request to Remove Memorialization:

A marker, monument, or memorialization purchased by anyone other than the Rights Holder(s) may be removed by the cemetery staff on the written request of the Rights Holder(s).

Causes Beyond The Cemetery/Crematorium Owner Control:

The Cemetery Owner cannot be responsible if prevented from carrying out this Contract from causes beyond its control.

PAYMENT TERMS

Payment in full is required before a burial can take place or a memorialization can be erected or set.

Privacy Policy

Personal Information: The Purchaser acknowledges and provides consent to permit The Corporation of the Township of Chapple to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the crematorium public register. The Purchaser also understands that The Corporation of the Township of Chapple does not rent or sell personal information to third party organizations.

Consumer Information Guide and Crematorium Price List: By initialing below, the Purchaser acknowledges receiving a copy of the Ontario Government’s Consumer information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

I hereby acknowledge I have been offered and/or received a copy of the Ontario Consumer Information Guide and the Cemetery Price List.

I have reviewed the Contract’s Terms and conditions and hereby confirm that the Interment Rights, and specified in this Contract (including the attached Payment Schedule, if applicable) are complete and correct. I direct the Owner to proceed with the Interment Right(s), as identified in the Contract in accordance with the Cemetery By-laws which are now or at any time hereafter in force.

I hereby acknowledge I have received and reviewed a copy of the Cemetery’s By-laws.

The Terms and Conditions set out in this Contract expire on _____ unless executed by the Purchaser and the Owner. The Contract Date set out below is the date on which this Contract is accepted by the Owner.
(state period of time)

I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the Total Contract Amount to the Owner in accordance with the Contract’s Terms and Conditions.

Purchaser: _____ Date: _____

Accepted on behalf of the Owner by:

Licensee Name: **The Corporation of the Township of Chapple** License #: **3298172**

Licensee Signature: _____

Schedule C
To BY-LAW 1653
Tariff of Rates
Chapple Cemeteries

Effective Date: Dec. 12, 2017

Person in Charge of Day to Day Operations:
 Peggy Johnson,
 Clerk Treasurer, CAO/CMO
 Phone: 807-487-2354

CEMETERIES

DESCRIPTION	FEE (\$)
Sale of Plots:	
Single Plot. Maximum of 4 urns on one plot plus one interment if it is prior to any urns being placed. <small>Single Plot approximately 8' x 4' (2.4384m x 1.2192m) Double Plot approximately 8' x 8' (2.4384m x 2.4384m) will be the cost of a single plot x2</small>	\$50.00
Transfers and Refunds: Any refund other than those returned within 30 days of purchase shall be less the care and maintenance portion of purchase price plus administration fee.	\$25.00
<i>Employee attendance required at all interments (full burial or cremations)</i> <i>No interments on Sundays or Statutory Holidays</i>	
Interments: (charges to open and close grave and provide lowering)	
Employee attendance outside of regular business hours: overtime to be invoiced at employee hourly rate times 1.5 <i>Levelling of dirt after it has settled is the responsibility of the plot owner or applicant</i>	
Interments on Saturday: Employee attendance invoiced at employee hourly rate times 1.5	
Interment of <i>cremated</i> remains (employee attendance and preparing of site)	\$150.00
See, inter alia, Ontario Regulation 30/11 s. 168 re certain Fees, e.g., in-ground grave that is 2.23 square metres or 24 square feet or larger, the greater of 40 percent (40%) of the price of the interment rights as set out on the price list and \$250.00.	
Monuments as per O. Reg. 30/11, s.166(1)	
Marking location for placement of monument(s)	\$50.00
Monument placement	No Fee
Flat marker measuring less than 1,116.13 square centimetres (173 square inches)	No Fee
Flat marker measuring at least 1,116.13 square centimetres (173 square inches)	\$50.00
Upright marker measuring 1.22 metres (4 ft.) or less in height and 1.22 metres (4 ft.) or less in length, including the base	\$100.00
Upright marker measuring more than 1.22 metres (4 ft.) in either height or length, including the base	\$200.00
Transfer Fee	
Applicable to all sales or other transfer of Interment Rights or any Interest therein, and to the issuing of a new Certificate of Interment Rights	\$35.00

CEMETERIES

DESCRIPTION

FEE (\$)

Registration of Burial Permits

\$20.00

Notwithstanding anything contained in this Schedule 3, certain Fees relating to cemeteries, burials, and matters and things relating thereto, are set by the *Funeral, Burial and Cremation Services Act*, 2002, S.O. 2002, c. 33 as amended, including successor legislation, and are subject to change without notice.

Schedule D

To Bylaw No. 1653

Certificate of Interment Rights

INTERMENT RIGHTS CERTIFICATE

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, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name: _____ Rights Holder Name: _____

Address: _____ Address: _____

City: _____ Province: _____ City: _____ Province: _____

Postal Code: _____ Postal Code: _____

Cemetery Name: _____

[insert Chapple Cemetery or Finland Cemetery]

Cemetery Address: The Corporation of the Township of Chapple, 54 Barwick Rd. PO Box 4 Barwick, ON. P0W 1A0 Cemetery Phone Number: 807-487-2354

Interment Right Location: _____ Interment Right Type: Grave

[Detailed description of the location with lot & plot numbers]

Price: _____ Care & Maintenance Contribution: _____ [Minimum of \$250 or 40% of the purchase price that has been contributed to the Care and Maintenance Fund]

Area: _____ [Example: Show area (2.97 square meters) or show dimensions (1.2192m wide x 2.4384m in length)]

Interment Right Capacity: Cremations may be interred in any lot. A maximum of four (4) cremation interments will be allowed in each lot unless special permission is received from the cemetery operator. Cremation interments and regular burials are permitted in the same lot, provided that the regular burial occurs first. Only one full burial is allowed per lot with a maximum of four (4) cremation interments on same lot.

Memorialization Permitted: Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.

Refer to the Cemetery By-laws provided to you at the time of purchase for a complete listing of by-laws that apply to your specific Interment Right

If a rights holder(s) wishes to re-sell the interment right, the cemetery operator's by-law prohibit the third party resale of interment rights, the rights holder(s) must make the request to the cemetery operator in writing. The cemetery operator will repurchase the Interment Right at the price listed on the cemetery operator's current price list less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.

The interment rights holder requesting the resale of the rights must return the interment or rights certificate to the cemetery operator and the rights holder(s) must endorse the interment rights certificate, transferring all rights, title and interest back to the cemetery operator. The appropriate paperwork must be completed before the cemetery operator reimburses the rights holder(s).

If the original Interment Rights Certificate is misplaced the cemetery operator must issue a duplicate certificate in order to complete the transfer of ownership of the Interment Right, 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.]

[Legally Authorized to act on behalf of the cemetery operator]

[Date the Certificate was issued]

SCHEDULE E

To BY-LAW NO 1653

OWNER'S ORDER

I, the undersigned hereby give permission to the Municipality of Chapple for the
burial of the body of _____
in Lot No. _____, Block/Plot NO. _____
on _____, 20 _____

SIGNED

REMARKS:

SCHEDULE F

To BY-LAW NO. 1653

CHAPPLE CEMETERIES DISINTERMENT

Consent of Lot Owner
To the Clerk-Administrator
Municipality of Chapple

You are hereby authorized by the undersigned, the owner of Lot _____ Block/Plot: _____,

to remove the remains of the late _____ of _____

interred at _____.

Reason for removal _____ The remains to be

transferred to _____.

Dated _____ at _____

Signature of Owner _____

Name: _____

Address: _____

Relationship to Deceased: _____

CONSENT OF MEDICAL OFFICER OF HEALTH

I hereby consent to the disinterment and removal of the remains of:

_____ from _____

Lot _____ Block/Plot _____ To _____

In compliance with the provisions of the cemetery act and the regulations made thereunder.

Date _____

MEDICAL OFFICER OF HEALTH

TO BE COMPLETED BY CLERK-ADMINISTRATOR

Date of Removal _____

In the presence of _____

MEDICAL OFFICER OF HEALTH OR REPRESENTATIVE

SIGNATURE OF CLERK-ADMINISTRATOR