

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1449-25

Being a by-law to provide for rules and regulations for the care and control of Grace United Cemetery within the Township of Hilton.

WHEREAS the Funeral Burial and Cremation Services Act, 2002, authorizes the owner to establish rules and regulations regarding a municipally owned cemetery;

AND WHEREAS the Corporation of the Township of Hilton owns the municipal cemetery known as Grace United Cemetery, located at 2876 Hilton Road within the Township of Hilton;

AND WHEREAS the Council for the Corporation of the Township of Hilton deems it desirable to enact a by-law to regulate the operation, care and control of Grace United Cemetery and any other cemetery subsequently owned and operated by the Corporation of the Township of Hilton;

NOW THEREFORE be it resolved that the Council of the Corporation of the Township of Hilton hereby enacts as follows:

1. That the Corporation of the Township of Hilton hereby approves the Rules and Regulations attached hereto as Schedules A, B, C, D, E, F and forming part of this by-law;
2. That this by-law shall come into force and effect after receiving approval of the Registrar, Funeral Burial and Cremation Services Act, 2022, Bereavement Authority of Ontario.
3. This by-law rescinds by-law #1366-23

Read a first, second and third and final time and passed this 12th day of February 2025


Reeve Rodney Wood


Acting Clerk Sara Dinsdale

THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule 'A ' to By-laws No. 1449-25

By-laws for the care, maintenance, management and operation of Grace United Cemetery located in the Township of Hilton.

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These by-laws are the rules that govern the operations of **Grace United Cemetery, 2876 Hilton Road, Hilton Beach, ON P0R 1G0**. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) ("the Registrar").

Effective date: February 12, 2025

A. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of dead human remains or cremated human remains in that lot, followed by closing the lot. The lot may be a grave in the ground.

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

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

Caretaker: means the contractor hired by the Cemetery Operator to maintain the cemetery.

Contract: For purposes of these by-laws, all purchasers of interment, or other cemetery supplies and 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-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.

Council: Shall mean the Council of the Township of Hilton.

Grave: (Also known as a Lot) means any inground 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 to authorize the installation of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned or inherited to.

Lot: For the purpose of these by-laws a lot is a single grave space.

Marker: Shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Plot: For the purposes of these by-laws, a plot means two or more lots in respect of which the rights to inter have been sold as a unit.

Non Resident: means a person who does not own property within The Township of Hilton.

Resident: means a person who owns property, or the spouse of a person who owns property, or an individual who has maintained permanent residency in The Township of Hilton for a minimum of one year prior to the date of application for a burial lot.

Township: means The Corporation of The Township of Hilton.

B. GENERAL INFORMATION

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 by-laws, and all procedures will comply with the FBCSA and O.Reg. 30/11 and 184/12, 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-laws or by-laws amendments pertain to markers or their installation.

All by-laws and by-laws amendments are subject to the approval of the Registrar, FBCSA, BAO.

Hours:

For lot purchase or cemetery information the Township of Hilton Office (2983 Base Line, Hilton Beach, Ontario P0R 1G0) is open Monday/Wednesday/Friday from 9:00 am to 4:30 pm and closed on holidays. Interments may take place weekdays and weekends and must be arranged through the office of the Township of Hilton.

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, 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.

Lot Pricing:

Not Applicable. No new lots are available for sale.

Public Register:

Provincial legislation – Section 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.

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 and consent from the Registrar, FBCSA, BAO, where necessary.

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 from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so 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. BY-LAWS FOR THE 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, 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 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.

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

- Upon receiving written notice from the purchaser of the interment rights, the cemetery operator 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 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 or scattering rights 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:

- The cemetery operator prohibits the resale of interment rights to a third party and will repurchase these rights from the interment rights holder or such other person to whom the interment rights have been assigned, at the price listed on the current price list less any care and maintenance contribution amount previously made. Transfers of interment rights cannot be prohibited so 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.
- If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to sell back the interment rights.

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

Requirements where resale is prohibited within cemetery by-laws:

- If an interment rights holder wishes to re-sell the interment rights and the cemetery operator's by-laws prohibit the third-party resale of interment rights, the rights holder 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 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).

Care and Maintenance Fund Contributions:

- It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.

D. BY-LAWS PERTAINING TO BURIAL OF REMAINS

- All Interments must be organized with the cemetery operator. Interments done without proper consent and organization is an offence according to the Funeral, Burial and Cremations Services Act, 2002, S.O. 2002, c.33 and can be liable to fines and/or imprisonment.
- No new sales or casket interments are permitted. Only interments of cremated remains will be permitted/honoured.
- Interment rights holder(s) must provide proper documentation to support their rights as Interment Rights Holder (s). Without proper documentation, your claim as interment rights holder will not be honoured.
- 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 in keeping with the *Succession Law Reform Act* 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 and O. Reg 30/11 and 184/12 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 or entombment of human remains, or cremated human remains.
- Payment must be made to the cemetery operator before a burial can place.

- The cemetery operator shall be given 72 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.
- Cremated remains may not be scattered within the cemetery.
- Cremated remains are not permitted to be scattered on a grave containing human remains in keeping with these by-laws.
- Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.
- In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.
- The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.
- Each lot may contain up to one full casket burial and up to six cremated remains.

E. BY-LAWS PERTAINING TO MEMORIALIZATION

- 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, 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 normal wear and tear.
- 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.
- Memorials – monuments, markers, plaques etc. are owned by the interment

rights holder and the cemetery operator is not responsible for their loss or deterioration. It is recommended that these memorials be protected by the interment rights holder's own insurance coverage.

- 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. For a multi-burial in one plot, raised monuments beside the main plot monument are not permitted, flat stones only. Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.
- 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.
- 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 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
- A monument, 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 shall be erected within the designated space on any lot.
- The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).
- Markers made of wood are permitted for temporary use (up to 2 years) until a permanent marker is placed.
- 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: Raised monuments must be a minimum of 5" wide at its narrowest point and shall not exceed 44" in height.

F. BY-LAWS 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 and markers. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- 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.
- 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.

G. BY-LAWS 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. Prohibited articles include: articles made of hazardous materials, glass, bottles, ceramics, cans, corrosive metals, loose stones, sharp objects; trellises or arches; chairs or benches.
- Approved artificial decorations are permitted only if securely placed on headstones with fasteners. Decorations are not permitted to be placed on the ground.
- Approved artificial decorations are permitted between May 1 and October 31.
- 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.
- Deteriorated wreaths may be removed and disposed of by the Cemetery without notification. Items removed will be held in storage for a maximum of 6 months for pickup by owner, if not claimed within 6 months of removal they will be disposed of without notification.

H. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. 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. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals

before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of:

- WSIB coverage
- Occupational Health and Safety Compliance
- WHMIS
- Evidence of liability insurance of not less than \$2 million

- All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.
- No work will be performed at the cemetery except during the regular business hours of the cemetery.
- Contractors shall temporarily cease all operations if they are working within 100 meters of a funeral until the conclusion of the service. The cemetery operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and path over which heavy materials are to be moved to protect the surface from damage.

APPROVED	APPROUVÉ
By the Registrar, Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario	Par le Registraire, Loi de 2002 sur les services funéraires et les services d'enterrement et de crémation, l'Autorité des services funéraires et cimetières de l'Ontario
Date: <u>February 13, 2025</u>	

THE CORPORATION OF THE TOWNSHIP OF HILTON

Schedule "B" to By-Law No. 1449-25

Grace United Cemetery Schedule of Fees

2876 Hilton Rd.

Hilton Beach, ON

P0R 1G0

Tel: 246-2472

Website: www.hiltontownship.ca/

Email: admin@hiltontownship.ca

Cemetery Operator Licence # CM - 4753486

Person in Charge of Day-to-Day Operations:

Sara Dinsdale

CAO/Clerk-Treasurer

PRICE LIST

Effective date: July 10, 2024

Unless otherwise specified, prices shown do NOT include applicable HST.

CEMETERY SERVICES

Interment Fees (opening and closing of grave)

Cremated Remains Disposition Fees

Interment of cremated remains \$100.00

Disinterment Fees

Full-size casket.....to be arranged by funeral Home per funeral home fees paid directly to contractor

Cremated remains \$350.00

Administration fees

Transfer of interment rights to another person \$75.00

Duplicate copy certificate of interment rights \$75.00

Additional requests per hour \$40.00

Monuments and Marker Permit Fees as prescribed under the FBCSA, 2002:

As required under the Funeral, Burial and Cremation Services Act, 2002, the following amounts must be paid to the cemetery operator before a marker is installed. After each marker installation, the amount will be contributed to an irrevocable trust fund known as the Care and Maintenance Fund. Interest from the fund will be used to cover expenses for the care and maintenance of the cemetery.

Flat Markers less than 1,116.13 sq cm (173 sq in), flush with groundnil

Flat Markers more than 1,116.13 sq cm (173 sq in), flush with ground \$100

Pillow Marker over 1,116.13 sq cm (173 sq in) on pad above ground, Sloped or flat, including base..... \$200

Upright Marker up to 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base \$200

Upright Marker over 1.22 metres in height (4 ft) and 1.22 metres (4 ft) in width, including base \$400

Fee for marking the location where a marker or monument is to be installed by a third party \$50.00

Corporation of the Township of Hilton, 2983 Base Line, Hilton Beach, Ontario P0R 1G0

Telephone: 705-246-2472

Fax: 705-246-0132

Email: admin@hiltontownship.ca

Sales Contract for the Purchase of Interment Rights in the Grace United Cemetery

Sales Contract Number: _____ Date of Purchase: _____

PURSUANT TO the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11* and all amendments thereto, 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 Township of Hilton and the By-laws for The Township of Hilton Grace United Cemetery. This Contract is between the Purchaser and The Township of Hilton Cemetery Board, concerning Cemetery Interment Rights for the Recipient(s) as identified in this Contract. The Purchaser represents being legally authorized or charged with the responsibility for the Recipient(s) Cemetery Interment Rights and Services as specified in this Contract. This agreement will be enforceable to the benefit of the named recipients.

Purchaser Details			
Name			
Address			
Telephone		Email	
Recipient(s): List all recipients and contact information below.			
Name	Contact Information		Relationship to Recipient

Interment Rights Details					
Cemetery					
No. of Graves		Section		Row/Lot	
Notes					

Purchaser's Initials _____

Schedule ' C ' to By-law No. 1449-25

Deceased information (If applicable)			
Name			
Place of Death		Date of Death	
Deceased information (If applicable)			
Name			
Place of Death		Date of Death	

Services	
Sale Price	
Care & Maintenance Contribution	
Subtotal	
HST	
Total Price	

By-laws	<i>By-laws for The Township of Hilton 1449-25</i>
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It is agreed between the parties that this Contract is subject to the By-laws of The Township of Hilton – Grace United Cemetery, and the Purchaser hereby acknowledges receipt and review of a copy of the Cemetery By-laws, Cemetery Price List and the Ontario Consumer Information Guide.

I acknowledge I have read and reviewed the Contract's Terms & Conditions on the reverse and hereby confirm that the Interment Rights as specified are complete and correct. I direct The Township of Hilton Grace United Cemetery Operator to proceed with the Interment Right(s) as identified in the Contract in accordance with the Cemetery By-law which is now in force or at any time in force.

The Township of Hilton, Grace United Cemetery

Signature of Purchaser

I acknowledge receipt of a copy of this Contract.

Purchaser's Initials _____

Schedule 'C' to By-law No. 1449-25

TERMS AND CONDITIONS GOVERNING THE PURCHASE OF INTERMENT RIGHTS

1. The Rights Holder agrees to abide by the terms of this Contract and the approved By-laws of The Township of Hilton – Grace United Cemetery. The Rights Holder hereby acknowledges receipt of the By-laws, price list and the Ontario Consumer Information Guide as a condition of this Contract. The By-laws govern the operation of the Cemetery and set out the exercise of Interment Rights and restrictions with respect to the purchase of Cemetery supplies and services from a source other than the Cemetery.
2. The following trusting provisions, as set out in the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11*, are in effect. Such funds shall be deposited to the Care and Maintenance Fund of the Cemetery: the greater of 40% of the price of the Interment Rights as set out in the Price List, and \$290.
3. The contributions to the Care and Maintenance Fund of the Cemetery for the installation of markers, as set out in the *Funeral, Burial and Cremation Services Act, 2002* are as follows:
 - a. For any flat marker measuring more than or equal to 1,116 sq cm or 173 sq in, \$100
 - b. For any pillow marker measuring more than or equal to 1,116 sq cm or 173 sq in., including the base, \$200
 - c. For any upright marker measuring 1.22m (4ft) or less in both height and length, including the base, \$200
 - d. For any upright marker measuring more than 1.22m (4ft) in height and length, including the base, \$400.
4. If the Interment Rights *have not been used*, the Purchaser may, in writing to The Township of Hilton Cemetery Board within thirty (30) days from the signing of this agreement, cancel this Contract for a full refund.
5. The Rights Holder, by written demand, may request that The Township of Hilton Cemetery Board repurchase the Interment Rights described herein at any time *before they are used*. Upon receipt of notice and surrender of the endorsed Certificate of Interment Rights, the Rights Holder shall receive the current market price less the amount paid into the Care and Maintenance Fund of the Cemetery. **The resale of Interment Rights other than to The Township of Hilton Cemetery Board is prohibited.**
6. A Rights Holder wishing to transfer Interment Rights shall deliver written notification to The Township of Hilton Cemetery Board, accompanied by the Certificate of Interment Rights or predecessor easement. Upon receipt of this documentation and payment of the appropriate fee, a new Certificate of Interment Rights will be issued to the Transferee. The Township of Hilton Cemetery Board is entitled to require the production of certified or notarized copies of such wills, codicils, supporting affidavits, or other documents as the Municipality, in its sole discretion, deems to be necessary or advisable in the circumstances to establish authority to transfer the Interment Rights.
7. The exercise of Interment Rights shall be limited to the Rights Holder, their legal representative(s) or their heir(s)-at-law. Executors, legal representatives and heirs-at-law of the Rights Holder will be required to submit proof of identification, and an Order for Interment. The Township of Hilton Cemetery Board shall be entitled to require the production of certified/notarized copies of wills, codicils, supporting affidavits or any other such documents deemed to be necessary or advisable in

Purchaser's Initials _____

Schedule 'C' to By-law No. 1449-25

8. The following documents are required to exercise Interment Rights in the Cemetery:
- a. Burial Permit OR Certificate of Cremation
 - b. Certificate of Interment Rights or predecessor easement
 - c. Order for Interment, signed by Rights Holder or their legal representative

Additionally, the following documents may be required:

- a. Interment Authorization, when the executors, legal representatives or heir(s)-at-law are exercising Interment Rights
 - b. Statutory Declaration
 - c. Any supporting documentation deemed necessary to establish authority to authorize interment.
9. The Purchaser acknowledges and provides consent to permit The Township of Hilton Cemetery Board to collect, use and disclose personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act, 2002* and *Ontario Regulation 31/11* for information within the Cemetery Public Register. The Purchaser also understands that The Township of Hilton Cemetery Board does not rent or sell personal information to third party organizations.

Purchaser's Initials _____

Schedule " D " to By-law No. 1449-25

Interment Rights Certificate # GUC-

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: _____

Phone Number: _____ Email: _____

Phone Number: _____ Email: _____

Cemetery Name: *Grace United Cemetery*

Cemetery Address: *2876 Hilton Road, Hilton Beach, On P0R 1G0*

Cemetery Phone Number: *705-246-2472*

Interment Right Location: *Section: _____ Row: _____ Lot: _____*

Interment Right Type: *Grave*

Price: _____ Care & Maintenance Contribution: _____

Area: _____

Interment Right Capacity: *One full casket burial and up to six cremated remains*

Memorialization Permitted: *Refer to By-law No. 1449-25 – Section E*

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

The Rights Holder(s), by written demand, may request the Township of Hilton Grace United Cemetery Board repurchase the Interment Rights described herein at any time *before they are used*. Upon receipt of notice and surrender of the endorsed Certificate of Interment Rights, the Rights Holder shall receive the current market price less the amount paid into the Care and Maintenance Fund or the Cemetery. **The resale of Interment Rights other than to the Township of Hilton Grace United Cemetery Board is prohibited.**

The Interment Rights Certificate must be returned to the cemetery operator if the Rights Holder(s) wish to transfer their rights to a third-party purchaser, a transferee, or back to the cemetery operator. 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.

Purchaser's Signature

Cemetery Operator's Signature

Date Certificate Issued



AFFIDAVIT OF INTERMENT RIGHTS

IN THE MATTER OF BURIAL PLOT(S) IN THE GRACE UNITED CEMETERY LOCATED IN THE TOWNSHIP OF HILTON DESCRIBED AS SECTION _____, RANGE _____, LOT(S) _____

I, **(Full Name)** of the **(Municipality type, e.g. City, Town)** of **(Municipality Name)** in the **(District, Province, etc.)**

Being the rightful heir or successor of the original owner of the above-mentioned plot(s) and lawfully entitled to make use of the Plot at the Grace United Cemetery, DO SOLEMNLY DECLARE THAT:

1. I understand that the Township of Hilton indicates that the original owner (interment rights holder) of the plot(S) is/are: _____.
2. ☐ I have in my possession the original deed or other proof of ownership of the lot(s), or
☐ I am unable to locate the original deed or other proof of ownership of the lot(s), nor is it in the records of the Municipality.
3. I hereby confirm that I have presented the Township of Hilton with sufficient and acceptable evidence to establish the rights of interment by providing; a valid last will and testament wherein the original owner explicitly bequeathed the interment rights; in the absence of such a will, documented proof of succession through family records that clearly demonstrate a legitimate line of inheritance; a valid death certificate or an obituary to establish the identity of the deceased individual; and, if further verification becomes necessary, a long-form birth certificate identifying the next of kin or any other relevant documents that the Township deems acceptable in its sole discretion.
4. I swear that all persons who are heirs or have any right to the entitlement of said lot(s) have signed a letter releasing themselves from all claims to the above lot(s) as attached hereas "Schedule F".
5. I agree to be responsible if any other person claims to be entitled to ownership of the lot(s) and represent that I am not aware of any such claims.
6. I acknowledge and agree that should the opening of the plot result in any disturbance of remains or lead to any investigation or legal proceedings under applicable laws, including but not limited to the Funeral, Burial, and Cremation Services Act, 2002, or any other relevant legislation, I shall be solely responsible for any and all costs, fees, or expenses incurred by the Township of Hilton as a result, and I further release, discharge, indemnify, save and hold harmless the Township of Hilton, its officers, employees, elected officials, and agents from any liability or financial responsibility for such costs, fees, or expenses, including costs related to investigations, legal proceedings, or any remedial actions that are required or initiated as a result of the opening of the plot.



7. I hereby release, discharge, indemnify, save and hold harmless the Township of Hilton, its officers, employees, elected officials and agents from any and all claims or actions that I or anyone have or may have in the future against the Township of Hilton with respect to my use as a successor/owner of the lot(s) and the statements and representations made in this affidavit.

8. I agree to pay any fees imposed under the Township of Hilton Bylaws.

I make this affidavit in support of my application to the use the lot(s) in the Grace United Cemetery.
AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and affects as if made under oath.

Sworn or affirmed before me at the)
Municipality of Hilton, in the)
District of Algoma, on the ____ day)
of _____)

Print Name

Signature

Commissioner for Taking Oaths



CONSENT AND RELEASE FORM

I, _____ heir, executor, or other legal representative of _____
_____ hereby release any and all claims that I may have with respect to the
plots mentioned below in the Grace United Cemetery, located in the Township of Hilton, and allow _____
_____ to claim the interment rights.

I hereby release, discharge, indemnify and hold harmless the Township of Hilton, its officers, employees, elected officials and agents from any and all claims or actions that I or anyone have or may have in the future against the Township of Hilton with respect to my use as a successor/owner of the lot(s) and the statements and representations made in this affidavit.

I have been given an opportunity to seek legal advice prior to signing this consent and release herein. Notwithstanding such opportunity, I hereby acknowledge and declare to waive any interest, right and claim that I may have to the Interment rights provided for herein and I am fully aware of the results and legal consequences of this waiver of legal advice and confirm that I am not under any duress or undue influence and I am signing this consent and release of my own free will.

Section: _____

Range: _____

Plot(s): _____

Sworn or affirmed before me at the _____)
_____, in the) _____
District of _____, on the ____ day)
of _____)

Print Name

Signature

Commissioner for Taking Oaths