

THE CORPORATION OF THE MUNICIPALITY
OF ST.-CHARLES

BY-LAW NUMBER 2022-21

**BEING A BY-LAW TO AMEND BY-LAW 2019-25 BEING A BY-LAW TO ESTABLISH
RULES AND REGULATIONS FOR THE ST.-CHARLES CEMETERY**

WHEREAS the Corporation of the Municipality of St.-Charles has adopted By-Law 2019-25 being a By-Law to establish rules and regulations for the St.-Charles Cemetery;

AND WHEREAS the Bereavement Authority of Ontario has mandated changes to contributions to the Care and Maintenance Fund effective January 1, 2022;

AND WHEREAS Council deems it necessary to amend this By-Law;

NOW THEREFORE, Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

1. THAT **Schedule "B" Cemetery Contract for Licensed Supplies or Services** to By-Law 2019-25 is deleted in its entirety and replaced with the Schedule "B" Cemetery Contract for Licensed Supplies and Services per the attached **Appendix "A"** of this By-Law.
2. THAT all other provisions of By-Law 2019-25, as amended, remain in full force and effect.
3. THAT this By-Law shall come into effect and take effect on the day it is passed.

**READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME
AND FINALLY PASSED IN OPEN COUNCIL THIS 15TH DAY OF JUNE 2022.**


MAYOR


CLERK



APPENDIX "A" TO BY-LAW 2022-21

Schedule "B" to Cemetery By-Law 2019-25

Amended by By-Law 2022-21

The Corporation of the Municipality of St.-Charles

2 King Street East, St.-Charles, Ontario, P0M 2W0

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CEMETERY CONTRACT FOR LICENSED SUPPLIES OR SERVICES

(Reference section 121 of Ontario Regulation 30/11 made under the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA))

IN THE ST.-CHARLES CEMETERY

Operated by the Municipality of St.-Charles, 2 King Street East, St.-Charles, Ontario, P0M 2W0

Cemetery Operator Licence Number: 3303209-1 Cemetery Site Number: CM-04063

Date of purchase: (day/month/year): _____

Certificate of Interment Rights Number: _____

This Contract is between the Cemetery Operator and the Purchaser:

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

The Purchaser (if different than the Recipient) 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.

PURCHASER / INTERMENT RIGHTS HOLDER INFORMATION

Name _____

Full Address _____

Telephone _____

Relationship to the Recipient _____

RECIPIENT INFORMATION (Deceased, if applicable)

Name _____

Date of birth _____

Date of death _____

***Add more Recipients if required**

ITEMS PURCHASED

Lot or Niche Location: _____

At-Need: _____ Pre-Need: _____

Interment Rights Prices:

Single Grave (4'x8') \$ _____

Cremation Lot (2'x2') \$ _____

Exterior Niche Unit: \$ _____

Interment Services Prices:

Adult Casket \$ _____

Infant / Child Casket \$ _____

Cremated Remains \$ _____

Care & Maintenance Fund Contribution: \$ _____

Additional Services Prices:

Outer Shell \$ _____

Saturday Interment / Entombment \$ _____

Disinterment and reburial (same cemetery) \$ _____

Disinterment and reburial (another cemetery) \$ _____

Engraving – Initial \$ _____

Engraving – Year of Death \$ _____

Transfer of deed \$ _____

Issuing replacement deed \$ _____

Other (_____) \$ _____

Subtotal: \$ _____

HST: \$ _____

Total: \$ _____

Deposit and / or Payment Plan Description:

(as permitted in Section 5. A) 6))

Memorialization: One (1) upright monument and one (1) marker only centered on a regular grave, size and location as prescribed in the Cemetery By-Laws.

Interments Rights included: One (1) full size traditional interment and up to three (3) cremation interments or up to six (6) cremation interments and up to two (2) cremation interments in a niche wall unit, as prescribed in the Cemetery By-Laws.

Care and Maintenance Fund Contribution for Interment Rights: Single grave 4'x8' in the amount of \$290; Cremation Lot 2'x2' in the amount of \$175; Columbarium Niche in the amount of \$165

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, entombments, disinterments and the placement of markers, monuments, inscriptions or ceramic photos.

The Cemetery Operator permits the resale or transfer of Interment Rights after thirty (30) days as prescribed in the Cemetery By-Laws.

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

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the FBCSA and section 166 of 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) Installation of a flat marker measuring less than 1,116.13 sq. cms. (173 sq.in.) the amount is \$0.00
- (b) Installation of a flat marker measuring over 1,116.13 sq. cms. (173 sq.in.) the amount is \$100.00
- (c) Installation of an upright marker measuring 1.22 m. (4 ft.) or less in height or length, including the base the amount is \$200.00
- (d) Installation of an upright marker measuring more than 1.22 m. (4 ft.) in either height or length, including the base the amount is \$400.00
- (e) Installation of a Private Columbarium in the amount of \$115 multiplied by the number of niche units.

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 Operator's control: The Cemetery Operator cannot be responsible if prevented from carrying out this contract from causes beyond its control.

Payment terms: The Interment Rights must be paid in full before any burial or memorialization can take place or until the issue of the Interment Rights Certificate. Financing of the purchase price may be permitted as prescribed in the Cemetery By-Laws.

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 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. 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.

Cancellation of Contract after 30 Days

A Purchaser also has the right to cancel an Interment Rights Contract after the thirty (30) days of signing the Interment Rights Contract. 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 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.

Personal Information: The purchaser acknowledges and provides consent to permit the Municipality of St.-Charles 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 cemetery/crematorium public register. The Purchaser also understands that the Municipality does not rent or sell personal information to third party organizations.

Consumer Information Guide and Price List: By initialling below, the Purchaser acknowledges receiving a copy of the Bereavement Authority of Ontario Consumer Information and the Cemetery Operator's Price List at the time of entering into this contract.

_____ I hereby acknowledge I have been offered and/or received a copy of the Bereavement Authority of Ontario Consumer Information Guide and this Cemetery Operator's Price List.

I have reviewed the contract's terms and conditions and hereby confirm that the Interment Rights, as specified in this contract are complete and correct. I direct the operator to proceed with the issuance of 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 in thirty (30) days unless executed by the purchaser and the operator. 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 Signature: _____ Date: _____

Accepted on behalf of the Cemetery Operator by:
Cemetery Manager/Designate Name: _____ Licence #: 3303209-1

Cemetery Manager/Designate Signature: _____