



BY-LAW NO. 2019-TBD

A By-law for the operation of municipally owned cemeteries in the Town of Halton Hills.

WHEREAS The Corporation of the Town of Halton Hills owns, operates, and maintains cemeteries in the Town of Halton Hills;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33 and Ontario Regulation 30/11 provides that an owner of a cemetery may make By-laws governing rights, entitlements and restrictions with respect to interment and scattering rights in the said cemetery;

AND WHEREAS Section 11(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, authorizes a lower-tier municipality to pass by-laws respecting, *inter alia*, public assets of the municipality acquired for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS pursuant to subsection 8(3) of the *Municipal Act, 2001*, a by-law enacted under Section 11 of the *Municipal Act, 2001* respecting a matter may regulate and prohibit respecting the matter, require persons to do things respecting the matter, and provide for a system of licenses respecting the matter

AND WHEREAS section 9 of the *Municipal Act, 2001* provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act, 2001* or any other Act;

AND WHEREAS sections 23.1, 23.2, 23.3 and 23.5 of the *Municipal Act, 2001*, authorize a municipality to delegate certain powers and duties, and impose certain restrictions upon such delegation;

AND WHEREAS section 442 of the *Municipal Act, 2001* provides that where a duty or liability is imposed by statute or agreement upon any person in favour of a municipality, or in favour of some or all of the residents of a municipality, the municipality may enforce it and obtain such relief and remedy as could be obtained in a proceeding by the Attorney General, in a relator proceeding by any person in the name of the Attorney General, or in a proceeding by the residents on their own behalf or on behalf of themselves and other residents;

AND WHEREAS section 445 of the *Municipal Act, 2001* provides that, where a municipality is satisfied that a contravention of a by-law has occurred, the municipality may make an order requiring the contravening person to do work to correct the contravention of the by-law;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, such matter or thing may be done at the person's expense and that the municipality may recover the cost of doing such thing or matter by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

PART 1 DEFINITIONS

1. In this By-law:

Act means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, including all the Regulations enacted thereunder;

Care and Maintenance Fund means a trust fund established pursuant to the provisions of the *Act*, into which monies received from the Interment Rights Holder for perpetual care and maintenance of the Cemetery, including Lots, Monuments and memorials, are paid;

Cemetery(ies) means each and every municipal cemetery located within the Town of Halton Hills, including Fairview and Greenwood Cemeteries, and any other municipal cemetery, and also including those inactive or abandoned cemeteries of which the Town is the registered owner;

Cemetery Services means services provided for the interment or disinterment of human remains, and shall include entombment human remains, scattering of cremated human remains at a Cemetery and any other services arising therefrom or incidental thereto, as well as the preparation of Flower Beds and planting on a Lot;

Certificate of Interment Rights means the document certifying the holder's rights to interment (s) within a given Lot, Columbarium Niche or Scattering Grounds;

Child means a person aged 3 years to 17 years;

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

Contract means an agreement to purchase interment rights in the form attached as Form 1 to Schedule 'D' to this By-law;

Council means the Council of the Corporation of the Town of Halton Hills;

Cremation Section means that section of a Cemetery designated for the interment of cremated remains;

Commissioner means the Commissioner of Recreation & Parks, or his designate;

Flower Bed means that portion of a Lot upon which natural or artificial floral tributes, trees, shrubs, vegetation or arrangements, are placed with the intention of improving the appearance of same;

Floral Tributes means freshly cut or artificial flowers, annual or perennial herbaceous plants or potted plants;

Grave means a Lot in the ground intended for casket and/or cremation burials as outlined in Schedule 'C' 3.1;

Indigent means those without any financial means who require assistance as prescribed by provincial legislation or regional social services;

Infant means a person aged 0-2 years;

Inter means the burial of human remains and includes the placing of human remains in a lot, niche inurnment and scattering in the scattering garden.

Interment Rights Holder means the person who holds the interment rights with respect to a Lot whether the person is the purchaser of the rights, the person named in the Certificate of Interment Rights or such other person to whom the interment rights have been assigned;

Limited Means refers to those requiring a level of financial aid as determined by the ~~Director~~ Commissioner;

Lot means an area of land in a Cemetery containing, or set aside to contain, human remains and includes a Grave, a Scattering Grounds, a tomb, a crypt or compartment in a mausoleum, and a niche or compartment in Columbarium, and any similar facility or receptacle;

Marker means any plaque or other form of marker affixed to a burial Lot that lies flat on the ground;

Monument means any tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to a burial Lot, mausoleum crypt, Columbarium niche or other structure or place intended for the deposit of human remains, but shall not include statues and figurines;

Resident means a person who has ever resided in or paid property tax to the Town;

Scattering Grounds means any designated area within a Cemetery for the scattering, strewing, or commingling of cremated human remains in a common ground;

Plot means two or more Lots, the rights to inter for which have been sold as a unit; and

Town means The Corporation of the Town of Halton Hills.

PART II ADMINISTRATION

2. (1) The ~~Director~~ Commissioner shall be responsible for the administration and enforcement of this By-law.
- (2) The ~~Director~~ Commissioner shall:
 - (a) operate and manage Cemeteries in a manner to ensure compliance with provincial legislative requirements for the operation of cemeteries, including but not limited to:
 - (i) repurchasing interment rights sold as required by the *Act*;
 - (ii) completing and submitting any required filings and documentations on behalf of the Town to satisfy approval and filing requirements under the *Act*;
 - (b) carry out Cemetery Services as prescribed in this By-law;
 - (c) engage in the sale of Lots, including entering into Contracts with, or providing consents or Certificates of Interment Rights to, purchasers of lots or other Cemetery Services, in the forms attached as Schedules to this By-law;
 - (d) administer and invest any Care and Maintenance Funds established pursuant to the *Act* and this By-law in such manner as may be directed by Council; and
 - (e) execute Agreements with Funeral Homes or other service providers to authorize appointments for staff to act as agents of the cemetery per Form 5 of Schedule 'D' to this By-law.
- (3) The ~~Director~~ Commissioner may:
 - (a) appoint designated areas, including Scattering Grounds, within a Cemetery;
 - (b) designate areas within a Cemetery from which the public is to be excluded;
 - (c) make regulations and impose conditions upon which a designated area shall be used; and
 - (d) make regulations and impose conditions for the orderly use of a Cemetery.
- (4) Pursuant to Section 23.2(4) of the *Municipal Act, 2001*, Council states that

it is of the opinion that the powers being delegated to the ~~Director~~ Commissioner by this By-law are of a minor nature. In determining whether or not the said powers are of a minor nature, Council, in addition to other factors considered by it, has had regard to the number of people, the size of the geographic area and the time period affected by the ~~Director~~ Commissioner's exercise of the delegated powers.

PART III CEMETERY SERVICES

3. (1) No person shall engage in, perform, or direct, or cause the performance or direction of, any Cemetery Services in a Cemetery unless the person has entered into a Contract or otherwise obtained the approval of the ~~Director~~ Commissioner.
- (2) No person shall engage in, perform, direct, or cause the performance or direction of any Cemetery Services contrary to the provisions of this By-law or the Contract.
- (3) The sale and transfer of Lots shall be regulated by the applicable provisions of the *Act*, this By-law (including all applicable Schedules hereto) and the Contract respecting the Lot.
- (4) A person entering into a Contract shall:
 - (a) complete and submit the applicable form(s) as provided in the Schedules to this By-law;
 - (b) submit the fee as set out in the Town's Rates and Service Charges By-law; and
 - (c) provide all documentation as required under the *Act* and this By-law.
4. Unless otherwise authorized by the ~~Director~~ Commissioner, no person shall move, or cause the moving of, any Monument or Marker placed on a Lot
5. The Town shall:
 - (1) provide services to ensure the reasonable maintenance of lawns, roadways, trees and general grounds, and shall provide Plot levelling from time to time as required;
 - (2) inspect Monuments for stability on a regular basis and take action to remedy hazardous situations. In the event that the ~~Director~~ Commissioner, in his sole discretion, should consider the hazardous situation to be imminently dangerous to persons or property, the Town may take action to remedy the hazardous situation without prior notice to the Interment Rights Holder;
 - (3) not be responsible for the care of plant material or ornamentation situated on a Lot or Plot, unless full service of flower bed has been purchased.
 - (4) not be responsible for the loss of, theft of, or damage to, personal effects left on a Lot or Plot, or to materials permitted in a Flower Bed that are disturbed as a result of regular, day-to-day maintenance or interment procedures.
6. (1) Every contractor is required to carry out any required works in strict compliance with all applicable Provincial Legislation.
- (2) Every contractor entering a Cemetery to perform Cemetery Services shall, prior to such entry, provide to the Town:
 - (a) satisfactory proof of Public Liability and Property Insurance covering the contractor and the Town as the third party for an amount not less than two million dollars (\$2,000,000.00) with a maximum deductible of one thousand dollars (\$1,000.00) per claim; and
 - (b) satisfactory proof of Workers' Safety and Insurance Board ("WSIB") coverage for the services performed by the contractor and any approved sub-contractors.

7. All interments shall be performed in strict conformity with the requirements of the *Act*, this By-law (including all applicable Schedules hereto) and the Contract respecting the Lot.

PART IV CARE OF GRAVES AND CEMETERY GROUNDS

8. (1) Unless otherwise provided under this By-law, or authorized by the ~~Director~~ Commissioner, no person shall, and every Interment Rights Holder shall ensure that no person retained or invited by the Interment rights Holder shall:
- (a) change the grading of a Grave;
 - (b) erect a Marker or Monument not in compliance with the requirements of Schedule C;
 - (c) plant or place any natural or artificial floral tributes, grasses, statues or figurines in a Cemetery other than in Flower Beds;
 - (d) place any saddle wreath unless securely affixed to the Monument;
 - (e) plant or place any floral tributes, natural or artificial trees, shrubs, or arrangements greater than 4 feet (1.22 metres) in height, or having thorns or features that may be hazardous to the public; or
 - (f) place or install any border, fence, railing, wall, walk, pathway, coping or edgings.
- (2) Interment Rights Holders may add ornamental shrubs or trees of a dwarf variety approved by the ~~Director~~ Commissioner to either side of a Monument provided such planting remains fully within the confines of the Lot at all times. All such plantings are subject to the ~~Director~~ Commissioner's approval.
9. (1) Interment Rights Holders may plant and care for a Flower Bed in accordance with this By-law.
- (a) Flower beds are permitted at the head of the Grave in a level bed extending 12 inches (300 mm) from the front of the Monument or Marker for its entire length, and in the absence of a Monument or Marker, a Flower Bed 12 inches (300 mm) wide by 12 inches (300 mm) long may be located at the head of the Grave.
- (2) The Interment Rights Holder shall ensure that:
- (a) any vegetation or floral tributes on a Lot that are not maintained in good condition, or that are greater than 4 feet (1.22 metres) in height are removed;
 - (b) all funeral flowers and containers are removed from the Grave site within seven (7) days following the interment;
 - (c) all materials within the Flower Bed are removed when dead, faded or unsightly; and
 - (d) all authorized identification signage is removed within one (1) year following the interment.
10. (1) The Town may without prior notification remove:
- (a) wreaths found in the Cemetery from April 1 through October 15;
 - (b) any ornamentation or vegetation that is:
 - (i) contrary to the dignity and decorum of the Cemetery due to

the ornamentation's content, condition, temporary method of installation or incompatibility with its surroundings;

- (ii) a risk to staff or the general public through breakage or combustibility; or
- (iii) a hindrance to the regular day-to-day maintenance or interment procedures.

11. (1) Where the ~~Director~~ Commissioner is satisfied that there has been a contravention of this By-law, the ~~Director~~ Commissioner may make an order requiring the Holder of the Interment Rights of the Lot and any other persons responsible for the contravention to do such work as may be necessary to correct the contravention.
- (2) An order under subsection (1) shall set out,
- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
 - (b) the work to be done and the date by which the work must be done.
- (3) An order under subsection (1) may require work to be done even though the facts which constitute the contravention of this By-law were present before this By-law came into force.
- (4) In default of any work directed or required by the ~~Director~~ Commissioner under this Section being done by the person directed or required to do it, the work shall be done at the person's expense.
- (5) The Town may recover the costs of doing any work under subsection (4) by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
- (6) The costs in subsection (5) shall include interest calculated at a rate of 15 per cent, per annum calculated for the period commencing on the day the Town incurs the costs and ending on the day the costs, including the interest, are paid in full.

PART V GENERAL PROHIBITIONS

12. (1) No person shall:
- (a) interrupt or cause a disturbance to any burial services or other Cemetery Service;
 - (b) enter or remain in a Cemetery between dusk and dawn, unless otherwise authorized;
 - (c) engage in any activity that creates a nuisance or that interferes with the quietness and use of the Cemetery by other persons;
 - (d) permit any animal, domesticated or otherwise, to enter or remain in a Cemetery;
 - (e) consume or possess any alcoholic beverage within a Cemetery;
 - (f) operate a vehicle on a designated roadway in a Cemetery in excess of 10 kilometres per hour;
 - (g) unless otherwise permitted, no person shall drive, operate or park any vehicle in a Cemetery except upon a designated roadway or parking area;
 - (h) climb, remove, damage or deface any Marker, fence, bench,

Monument, building, structure, equipment or sign;

- (i) disturb in any manner grounds prepared for burial, the erection of Monuments or Markers, or any other Cemetery Service;
- (j) engage in any activity not otherwise permitted in this By-law or authorized by the ~~Director~~ Commissioner; or
- (k) remove or damage any flowers, plants, sod, or other material:
 - (i) from a Lot without the express permission of the Interment Rights Holder; or
 - (ii) from elsewhere in the Cemetery without the express permission of the ~~Director~~ Commissioner.

PART VI ENFORCEMENT

13. (1) An enforcement officer or Town employee may order any person believed to be contravening, or to have contravened, any provision of this By-law to:
- (a) immediately desist from any activity that constitutes or contributes to such contravention; or
 - (b) to leave the Cemetery immediately.
- (2) An enforcement officer or Town employee may order any person engaging in an activity that requires a Contract to produce the original copy of the Contract for inspection.
- (3) No person shall fail to comply with an order given by an enforcement officer or Town employee under Subsections (1) or (2).
- (4) 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 and any other penalties prescribed by the provisions of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.
- (5) Where a duty or liability is imposed by this By-law or by a Contract upon any person in favour of the Town or in favour of some or all of the residents of the Town, the Town may enforce it and obtain such relief and remedy as could be obtained under the provisions of the *Municipal Act, 2001*.

PART VII GENERAL

14. If a Court of competent jurisdiction declares any Section, or part of a Section, of this By-law to be invalid, it is the intention of Council that the remainder of this By-law shall continue to be in force.
15. The short title of this By-law is the *Municipal Cemeteries By-law*.
16. By-law 2012-0082 is hereby repealed.
17. This By-law shall come into full force and effect on the day that it receives approval from the Registrar as required under the *Act*.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

BY-LAW read and passed by the Council for the Town of Halton Hills this day

of , 2019.

MAYOR – Rick Bonnette

TOWN CLERK – Suzanne Jones

SCHEDULE A

SALE AND TRANSFER OF LOTS

1. (1) A person requesting to purchase interment rights at a Cemetery shall enter into a Contract with the Town in the form, as provided in Form 1 to Schedule D to this By-law, at the applicable rates established by the Town's Rates and Service Charges By-law.
 - (2) Prior to entering into the contract, the Town shall provide each purchaser with:
 - a) a copy of the consumer information guide;
 - b) a copy of the current cemetery Price List;
 - c) a copy of the Cemetery By-law
 - d) a copy of the contract; and
 - e) any other information as required under the Act.
 - (3) Any Contract only permits the Interment Rights Holder to:
 - (a) inter human remains at the Cemetery;
 - (b) scatter cremated human remains in a Scattering Grounds;
 - (c) contract with the Town for other Cemetery Services on the Lot purchased; and
 - (d) make decorative arrangements and other work on the Lot as permitted in this By-law.
 - (4) No Certificate of Interment Rights shall be issued to a Purchaser named on a Contract until all required fees and charges in the Town's Rates and Services By-law are paid in full.
 - (5) No sale of interment or scattering rights to third parties is permitted.
2. (1) No transfer or assignment of Interment Rights under a Contract shall be effective until the consent of the Town thereto has been obtained. Such consent shall not be unreasonably withheld.
 - (2) A person wishing to assign his/her interment rights shall apply for the Town's consent to such assignment by providing the ~~Director~~ Commissioner with:
 - (a) a completed Assignment of Interment Rights in the prescribed form as provided in Form 2 to Schedule 'D' to this By-law;
 - (b) the original Certificate of Interment Rights as issued to the applicant or completed Affidavit as provided in Form 4 to Schedule 'D' of this By-law;
 - (c) (payment of the transfer of ownership fee as set out in the Town's Rates and Service Charges By-law; and
 - (d) **Payment of the care and maintenance fees for the grave or lot, if purchased prior to 1955.**
 - (3) The approved Assignment in Form 2 to Schedule 'D', together with the original Contract shall constitute the Certificate of Interment Rights in favour of the assignee upon payment of the applicable fees and all rights of the assignor under the Certificate of Interment Rights shall be considered terminated upon the issuance of the Town's consent pursuant to Subsection (1).
 - (4) No consent to an assignment will be issued until Subsection (2) is complied with.
 - (5) Only one Certificate of Interment Rights can be issued at any one time for a Lot or Plot.

3. (1) A person may cancel his Contract for interment rights within the thirty (30) day cooling off period after purchase only if:
 - (a) no part of the interment rights has been exercised; and
 - (b) all the requirements of the *Act* and this By-law are otherwise in compliance.
 - (2) A person who wishes to cancel his Contract for interment rights within the thirty (30) day cooling off period subject to Subsection (1) shall:
 - (a) submit to the Town a completed Cancellation of Interment Rights in the prescribed form as provided in Form 2 to Schedule D to this By-law; and
 - (b) return to the Town the original Certificate of Interment Rights as issued by the ~~Director~~ Commissioner.
 - (3) Upon receipt of all the documentation required in this By-law, the ~~Director~~ Commissioner shall cancel the interment rights of the Rights Holder in accordance with the *Act* and this By-law and refund all monies paid by the purchaser within thirty (30) days from the request for cancellation.
 - (4) Upon payment to the applicant by the ~~Director~~ Commissioner of the amount prescribed by the Town's Rates and Service Charges By-law for the cancellation of the interment rights,
 - (a) the Contract as executed for the purchase of interment rights shall be terminated, and shall be null and void, and
 - (b) the Interment Rights Holder ceases to be the owner of the Lot and both the Interment Rights Holder and the person cancelling the interment rights shall have no further rights of interment or conducting any other Cemetery Services on the Lot.
4. (1) Lots for burial purposes shall be sold according to the existing plans of the Cemeteries and according to future plans as new sections are opened in accordance with the fees and charges provided in the Town's Rates and Service Charges By-law.
 - (2) Lots may be reserved for only at-need sales at the discretion of the ~~Director~~ Commissioner.
 - (3) Lots purchased in advance on an instalment plan shall:
 - (a) require a non-refundable down payment of 25% to be deposited in the Care and Maintenance Fund; and
 - (b) be fully paid within 6 months and before interment.
 - (4) Notwithstanding Subsection (2), no Certificate of Interment Rights will be issued, and no Cemetery Services will be provided until all costs associated with the Lot purchase have been paid in full.
 - (5) The Town shall purchase unused Lots or Niches from an Interment Rights Holder in accordance with the *Act* and this By-law, when the Certificate of Interment Rights has been cancelled or the purchase has otherwise been authorized, subject to the following:
 - (a) the Town is not required to repurchase unused Interment or Scattering Rights in a plot (more than one lot) if one or more of the Interment or Scattering Rights in the plot has been exercised;
 - (b) the Interment Rights holder shall submit a Resale Endorsement and Transfer of Interment Rights form (Form 3 to Schedule 'D' to this By-law) to the Town;
 - (c) the Town will repurchase the interment rights at the price listed in the Town's current Rates and Service Charges By-law less the

Care & Maintenance Fund contribution made at the time of purchase and less the transfer of ownership fee; and

- (d) the re-purchase and payment to the rights holder requesting the sale will be completed within 30 days of the receipt of Form 3 to Schedule 'D' to this By-law by the Town.

- (6) Plots shall be sold in sequence of designated rows until each row is completed, unless otherwise authorized by the Town.

- (7) For the purposes of the sale of products and services within a cemetery, the definitions contained within this By-law will be used to determine the appropriate rate within the Town's Rate and Service Charge By-law.

SCHEDULE B

INTERMENTS AND DISINTERMENTS

1.
 - (1) No Grave, Niche, or vault shall be opened or closed by any person other than a Town employee or a contractor hired by the Town.
 - (2) Lot openings and closings shall be performed by the Town upon request from the Interment Rights Holder, or the legally authorized representative of an Interment Rights Holder.
 - (3) Only human or fetal remains may be interred.
 - (4) Remains of other animals may not be placed in any Lot, Columbarium or Scattering Ground in a Cemetery.
 - (5) No interments/disinterment shall be made on Sundays or Holidays (Statutory or Civic), unless the interment is required to be conducted within 24 hours of death in accordance with any policies or regulations of the Ontario Ministry of Health or religious practice, or is otherwise authorized by the ~~Director~~ Commissioner.
 - (6) Interments may be performed all year as long as:
 - (a) access to the area is not impeded by site conditions;
 - (b) working conditions and public access for interment services are safe as determined by the ~~Director~~ Commissioner.
 - (7) Funeral services continuing within the Cemetery after 3:00 PM are subject to additional fees at the rate prescribed by the Town's Rates and Service Charges By-law.
 - (8) All scattering of cremated human remains shall:
 - (a) take place in a designated Scattering Grounds; and
 - (b) be scattered on the ground and raked into the earth.
2.
 - (1) A person requesting to inter or disinter human remains shall arrange with the Town for such interment or disinterment no less than:
 - (a) two (2) business days prior to the intended date of interment; and
 - (b) three (3) weeks prior to the intended date of disinterment.
 - (2) Failure to provide adequate notice may be subject to additional fees at the rate prescribed by the Town's Rates and Service Charges By-law.
 - (3) In addition to any other documentation which the Town may request to ensure proper operation and management of the Cemeteries, the person seeking to inter human remains shall provide the Town with a burial permit issued under the *Vital Statistics Act* for the interment on the day of the scheduled interment.
 - (4) No interment or disinterment shall take place unless all applicable interment charges and fees are paid.
3.
 - (1) A member of Town Staff shall be on site during all interments and scatterings.
4.
 - (1) Interments in a casket lot are limited to one (1) casket plus a maximum of three (3) cremated remains, or in the absence of a casket, a maximum of four (4) cremated remains.
 - (2) Double-depth Interments are not permitted unless otherwise authorized by the ~~Director~~ Commissioner.
 - (3) A minimum cover of 24 inches (610 mm) of earth shall cover the outside casket container.

5. (1) Cremation Interments within the Cremation Section shall be limited to two (2) per 2 feet x 2 feet (0.61 metres x 0.61 metres) flat marker cremation Lot, two (2) per 3 feet x 3 feet (0.91 metres x 0.91 metres) flat marker cremation lot at Hillcrest only, and four (4) per 4 feet x 4 feet (1.22 metres x 1.22 metres) upright monument cremation Lot.
 - (2) Cremation Interments within casket Lots may be permitted to a maximum of four (4) per casket Lot or three (3) per casket Lot when interred in conjunction with a full-sized interment.
 - (3) Urn Interments within a Columbarium shall be limited to two (2) cremated remains per 12 inch x 12 inch x 12 inch (305 mm x 305 mm x 305mm) niche or four (4) per 12 inch x 12 inch x 24 inch (305 mm x 305mm x 610 mm) niche unless otherwise authorized by the ~~Director~~ Commissioner.
6. (1) The ~~Director~~ Commissioner may refuse an Interment if:
 - (a) the Interment or disinterment violates any applicable legislation, this By-law or the Contract for the applicable Lot;
 - (b) the required documentation and applicable fees are not submitted;
 - (c) insufficient resources are available for the Interment or disinterment to take place at the requested time and place; or
 - (d) the Local Medical Officer of Health, or the Interment Rights Holder or his/her legally authorized representative refuses to, or does not, provide consent.

SCHEDULE C

MARKERS AND MONUMENTS

1. (1) No person but the ~~Director~~ Commissioner may:
 - (a) install or direct or cause the installation of, a Marker or Monument on a Lot;
 - (b) prepare or direct, or cause the preparation of, foundations for a Marker or Monument on a Lot.
- (2) The Interment Rights Holder of a Lot or his/her legally authorized representative may request the installation of a Marker or Monument on the Lot, or the inscription of an individual's name on a common Monument in a Scattering Grounds. To make such a request, the Interment rights Holder or his/her legally authorized representative shall:
 - (a) complete and submit an application to the ~~Director~~ Commissioner for approval in the prescribed form provided in Form 4 to Schedule D to this By-law;
 - (b) submit the appropriate fee for the preparation of the foundation as provided in the Town's Rates and Service Charges By-law; and
 - (c) pay any and all outstanding fees for any other Cemetery Services rendered by the Town pursuant to a Contract.
2. (1) No Marker or Monument shall be placed on a Lot unless:
 - (a) the location, design, plans and specifications of the Marker or Monument meet the approval of the ~~Director~~ Commissioner; and
 - (b) all outstanding accrued charges on the Lot have been paid in full.
- (2) No Marker or Monument shall be removed, no inscription shall be made thereon and no cleaning shall be done thereto, without the express permission of the ~~Director~~ Commissioner.
- (3) No more than one (1) Monument or Marker shall be erected on any one Lot and any Monument or Marker shall be situated centrally within the designated alignment.
- (4) No Monuments or Markers are allowed in the Scattering Ground. One (1) 2 inch x 6 inch (51 mm by 152 mm) plaque installed on the stone memorial provided is permitted per scattering.
- (5) Inscriptions that are not in keeping with the dignity and decorum of the Cemetery may be ordered removed without compensation.
- (6) Inscriptions are permitted on both sides of a monument when:
 - (a) a rights holder owns both sides of a lot;
 - (b) inscriptions do not impede a monument on an adjacent lot; or
 - (c) lots are separated by a pathway.
- (7) No pictures, plaques or other ornamentation is allowed on niche shutters or on a Columbarium unit except as approved by the ~~Director~~ Commissioner.
- (8) The installation of vases, benches, trees or plaques is permitted only through the Town administered program as approved by the ~~Director~~ Commissioner.
- (9) Temporary markers or crosses are permitted on any one plot or lot for up to one (1) year from the time of interment.

3. All Markers and Monuments shall comply with the specifications in the following table:

Table

Lot/Plot Type		OPTION 1		OPTION 2		OPTION 3		OPTIONAL		OPTIONAL	
		Monument 1 per Lot or Plot		Pillow Marker 1 per Lot or Plot		Marker 1 per Lot or Plot		Foot Marker 1 per Lot		Cornerstone 2 or 4 per Lot or Plot	
Size (l x w)	Type	Length	Height	Length	Width	Length	Width	Length	Width	Length	Width
2' x 2'	Cremation					20"	12"				
3' x 3'	Cremation (Hillcrest only)					22" only	14" only				
4' x 4'	Cremation	24"	48"	24"	18"	24"	18"				
10' x 3' 6"	Single Lot	24"		24"	18"	24"	18"	24"	18"	6"	6"
10' x 7'	2 Lot Plot	54"		48"	18"	48"	18"	24"	18"	6"	6"
10' x 10' 6"	3 Lot Plot	68"		48"	18"	48"	18"	24"	18"	6"	6"
10' x 14'	4 Lot Plot	82"		48"	18"	48"	18"	24"	18"	6"	6"
10' x 17' 6"	5 Lot Plot	96"		48"	18"	48"	18"	24"	18"	6"	6"
10' x 21'	6 Lot Plot	96"		48"	18"	48"	18"	24"	18"	6"	6"
	Scattering Garden					6" only	2" only				

Option measurements are for maximums allowed unless otherwise specified.

4. (1) Monuments shall not exceed 4 feet (1.22 metres) in height, the base shall have a minimum height of 6 inches (152 mm) and the diestone shall have a minimum thickness of 8 inches (203 mm).
- (2) Monument bases shall not exceed 14 inches (356 mm) in width on single casket Lots and 18 inches (457 mm) in width on larger casket plots.
- (3) Pillow markers may not exceed 12" (305 mm) in height at any point.
- (4) Markers shall have a flat and level surface, without any projections, and shall be set flush with the ground with a depth from 4 inches (101 mm) to 6 inches (152 mm).
- (5) Foot Markers shall not exceed 24 inches (610 mm) in length by 18 inches (457 mm) in width.
- (6) Flat Markers at Hillcrest Cemetery in the 3 feet x 3 feet (0.91 x 0.91 metres) cremation section located in South Ranges 1A and 1B must be a standard 22" (559 mm) in length by 14" (357 mm) in width.
- (7) Engraving memorial information on the base of the monument is not permitted without the approval of the Commissioner.
5. (1) Foundation installations for markers and monuments are performed four (4) times annually at the discretion of the ~~Director~~ Commissioner and shall not be constructed until the prepayment for installation has been received.
- (2) Foundations for Monuments shall be:
- (a) in place prior to the placement of any Monument;
 - (b) installed to a minimum depth of 5 feet (1.52 metres) unless otherwise authorized by the ~~Director~~ Commissioner;
 - (c) in accordance with the approved dimensions provided in the application.
- (3) Foundations for Markers shall be:
- (a) not permitted within a 2 feet (0.61 metres) x 2 feet (0.61 metres) cremation section
 - (b) mandatory within Hillcrest Cemetery's 3 feet x 3 feet (0.91 x 0.91 metres) cremation section
 - (c) not mandatory in any other section of the Cemeteries
 - (d) installed to a maximum depth of 12 inches (305 mm).
 - (e) installed 4 inches (102 mm) in depth for pillow markers

6. Applications for the removal of Monuments or Markers for repairs, inscriptions or replacements shall be made to the ~~Director~~ Commissioner in writing by the Interment Rights Holder, and shall provide:
 - (a) the Cemetery location, section, row and Lot or Plot number;
 - (b) the proposed dates of removal and re-installation;
 - (c) the nature of the work to be performed; and
 - (d) the name and address of the contractor retained to perform the removal and re-installation.

SCHEDULE 'D'

FORM 1



TOWN OF HALTON HILLS

**1 HALTON HILLS DRIVE, HALTON HILLS, ON L7G 5G2
905-873-2601 ext. 2274**

**CEMETERY CONTRACT
CEMETERY OPERATOR LICENSE #3274489**

HST #R108126897

PURCHASER INFORMATION

Name: _____ (hereinafter the Purchaser),
Street Address: _____
Town/City: _____ Postal Code: _____
Home Tel. Number: _____ Alt. Tel. Number: _____
Email: _____

RIGHTS HOLDER INFORMATION (if different from the Purchaser)

Name: _____
Street Address: _____
Town/City: _____ Postal Code: _____
Home Tel. Number: _____ Alt. Tel. Number: _____
Email: _____

RIGHTS HOLDER #2 INFORMATION (if different from the Purchaser)

Name: _____
Street Address: _____
Town/City: _____ Postal Code: _____
Home Tel. Number: _____ Alt. Tel. Number: _____
Email: _____

GREENWOOD CEMETERY (Site # 01208)

FAIRVIEW CEMETERY (Site # 01189)

HILLCREST CEMETERY Site #: 01196

HORNBY (Site #: 01197)

THIS CONTRACT MADE THIS _____ DAY OF _____, 20 _____

BETWEEN

The Corporation of the Town of Halton Hills (hereinafter the Town),

AND

The Purchaser

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

The Purchaser [if different than the Recipient(s)] 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.

CONTACTED BY: J.S. Jones & Sons Funeral Home _____
 MacKinnon Family Funeral Home _____
 Other _____

INTERMENT INFORMATION

DISINTERMENT INFORMATION

Name of Deceased: _____

Interment Date: Day _____ / Month _____ / Year _____ / Time _____

Male Female Family Attending

Section/Niche _____ Row _____ Plot _____ Grave/Unit _____

Owner of Plot: _____

_____ Phone Number: _____

Standard Intermediate Vault
Crypt Shell Oversized
No Outer Container Urn

Lowering Device Required? Yes No
Grass Required? Yes No

ITEMS PURCHASED

Transfer of Interment Rights:

Section/Niche _____ Purchase Price \$ _____
Row _____
Plot _____
Graves/Unit _____ HST \$ _____
Plot Type: _____ Purchase Subtotal \$ _____
Niche Type: Basic/Mid/Select (Circle One)
North/South/East/West (Circle One)
 Resident Non-Resident

Interment:

Full Interment Purchase Price \$ _____
Adult Limited Means Child Stillborn
Cremation Interment Purchase Price \$ _____
Niche Interment Purchase Price \$ _____
Scattering Garden Purchase Price \$ _____
\$25 Care & Maintenance Fee for Scatterings Care & Maintenance \$ _____
HST \$ _____

Additional Charges:

Emergency Opening _____ Purchase Price \$ _____
Overtime Charges _____ Purchase Price \$ _____
HST \$ _____

CONTRACT TOTAL: \$ _____

AMOUNT PAID/DEPOSIT: \$ _____

BALANCE DUE: \$ _____

Minimum Contribution Levels to the Care & Maintenance Fund Based on the Total Price of Interment Rights:

- In-ground grave (24 square feet or larger): the greater of 40% and \$250
- In-ground grave (smaller than 24 square feet): the greater of 40% and \$150
- Niches: the greater of 15% and \$100
- Scattering ground – one scattering rights holder: the greater of 40% and \$100
- Scattering ground – more than one scattering rights holder: the greater of 15% or \$25
- Scattering ground – no scattering rights holder: \$25

The following sum will be allocated to the Care & Maintenance Fund held by the Town \$ _____.

Purchase of Interment Rights

- Casket Interments shall be limited to one (1) per each Casket Lot
- Cremation Interments within the Cremation Section shall be limited to two (2) per 2 feet by 2 feet flat marker cremation Lot, two (2) per 3 feet by 3 feet flat marker cremation Lot, and four (4) per 4 feet by 4 feet upright monument cremation Lot.
- Cremation Interments within casket Lots may be permitted to a maximum of four (4) per casket Lot or three (3) per casket Lot when interred in conjunction with a full-sized
- Urn Interments within a Columbarium shall be limited to two (2) cremated remains per 12 inch by 12 inch niche or four (4) per 12 inch by 24 inch niche unless otherwise authorized by the ~~Director~~ Commissioner.
- Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery By-law is required for interments, cremations, disinterments and the placement of markers, monuments and inscriptions.
- The Town of Halton Hills Cemeteries By-law governs the operation of all municipal cemeteries and sets out the exercise of interment rights in the Cemetery, and the requirements and restrictions respecting the purchase of cemetery supplies and services from a source other than the municipality.
- To exercise interment rights as contracted here, the following documents are required: Burial Permit or Certificate of Cremation, Interment Rights Certificate, Interment Order.
- If a Purchaser transfers interment rights, the Purchaser must give notice of the transfer to the Town of Halton Hills and the Cemetery will issue a new Interment Rights Certificate to the transferee, upon receipt of the existing Interment Rights Certificate (or predecessor 'deed') and payment of administrative fee.
- The Town of Halton Hills Cemeteries By-Law contains specific restrictions on planting ornamentation and monument sizes that apply to this interment or scattering.

Memorialization

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the Funeral, Burial & Cremation Services Act 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;

- In the case of installing a flat marker measuring less than 173 square inches: \$0.00
- In the case of installing a flat marker measuring over 173 square inches: \$50.00
- In the case of installing an upright monument measuring 4 feet or less in height or length, including the base: \$100.00
- In the case of installing an upright monument measuring more than 4 feet either in height or length, including the base: \$200.00

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

CONTRACT TERMS AND CONDITIONS

Permission for Interment

Permission for interment may only be granted to a legal representative should the Rights Holder(s) be deceased. The following parties, listed in descending order may act as legal representative to make decisions:

- Estate trustee, also called an executor or executrix, who is named in the deceased person's will (or an administrator appointed by the court)
- Spouse
- Adult children

If you are the legal representative, you may be asked to provide photo identification and proof of your authority, such as a will or court order, before making arrangements. The legal representative will have full signing authority as the Purchaser of the contract.

Payment Terms

- Lots purchased in advance on an installment plan shall:
 - Require a down payment of 25% at the time of purchase;
 - Be secured through either monthly post-dated cheques or credit card information to which the monthly installment will be charged; and
 - Be paid in full within 6 months of the purchase date and before any cemetery services can be carried out; i.e. interments, niche lettering, placement of memorials, etc.
- No Certificate of Interment Rights shall be issued to a Purchaser named on a Contract until all required fees and charges in the Town's Rates and Services By-law are paid in full.
- No interment or disinterment shall take place unless all applicable interment charges and fees are paid.
- No memorial shall be placed on a lot unless all outstanding charges on the lot have been paid in full.

Cancellation of Contract within 30 Days

- A Purchaser may cancel the contract within thirty (30) days of signing the contract and receive a full refund as long as no interment has taken place.
- The Purchaser agrees to provide an executed copy of the Cancellation of Interment Rights form to the Interment Rights Holder if the Purchaser cancels the Interment Rights under this Agreement.

Cancellation of Contract after 30 Days

- Upon receipt of a written request to cancel this Agreement at any time prior to the interment rights having been used, the Town will refund to the Purchaser the fees paid for the purchase of the interment rights, less the amount paid by the Town into the Care and Maintenance Fund.
- The Purchaser agrees to provide an executed copy of the Cancellation of Interment Rights form to the Interment Rights Holder if the Purchaser cancels the interment rights under this Agreement.

Private Sale of Interment Rights

- The Town of Halton Hills does not permit the private resale of interment or scattering rights to third parties. Rights holders wishing to sell interment or scattering rights prior to a burial or scattering having taken place may request a repurchase from the Town at the current market value less the Care and Maintenance.

Acknowledgement of Contract and Documentation

By initialling below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar), Town of Halton Hills Cemeteries By-Law 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 Government's Consumer Information Guide.

() I hereby acknowledge I have been offered and/or received a copy of the Cemetery Price List.

() I hereby acknowledge I have received and reviewed a copy of the Cemeteries By-Law.

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 operator to proceed with the sale of the Interment Right(s), as identified in the contract in accordance with the Cemeteries By-law that are now or at any time hereafter in force.

The Terms and Conditions set out in this contract expire on _____ 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.

Signature of Purchaser: _____

Date: _____

Signature of Cemetery Representative: _____

Date: _____

Information regarding this contract may be found on-line at www.haltonhills.ca/cemeteries.

Privacy Policy

The Purchaser acknowledges and provides consent to permit the Town of Halton Hills to collect, use and disclose your personal information in accordance with the requirements under the Funeral, Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11 for information within the cemetery public register. The Purchaser also understands that the Town of Halton Hills does not rent or sell personal information to third party organizations. The information is used for the purpose of administering cemetery records. Questions regarding the collection of this information should be directed to the Manager of Parks & Open Space (Cemeteries) at cemeteries@haltonhills.ca or the Ministry of Consumer Services www.ontario.ca/consumerservices.

FOR CEMETERY USE ONLY:

CASH	_____
CHEQUE	_____
CREDIT CARD	_____
DEBIT	_____
INVOICE	_____

REQUEST FOR SERVICE		
DAY _____	MONTH _____	YEAR _____
TIME _____	P/W STAFF _____	
FAXED DATE _____	TIME _____	INITIALS _____

Deed No. _____

FORM 2

CERTIFICATE OF INTERMENT RIGHTS made this

Rights Transfer Effective Date

Pursuant to the provisions of The Cemeteries Act and Regulations and all amendments thereto, the By-laws of the Town of Halton Hills and the approval of the Ministry of Government Services for the Province of Ontario.

Between

THE CORPORATION OF THE TOWN OF HALTON HILLS (Cemetery Operator License #3274489)
(hereinafter called the Town)

- and -

Right's Holders Name
Right's Holders Address

(hereinafter called the "Purchaser")

Witnesses, that in consideration of the sum of

Plot Price plus
HST tax, of which
Care & Maintenance Price is set aside in the Care and Maintenance account

Dollars of lawful money of Canada now paid by the Purchaser (receipt whereof is hereby by the Town acknowledged), the Town doth grant, bargain, sell and convey to the Purchaser, his heirs, executors, administrators and assigns, the right of burial of human remains in the following grave(s) namely:

**Plot Name, Plot Type
Plot Size**

Cemetery Name and Site Number, in the Town of Halton Hills, in the Regional Municipality of Halton subject to the provisions of the Cemeteries Act and Regulations there under, and of lawful By-laws of the Town of Halton Hills:

AND the total number of interments based on lot type as per Bylaw No. 2019- is;

- 2X2 Cremation Lot – Limit of two cremated remains
- 3X3 Cremation Lot (Hillcrest Cemetery only) – Limit of two cremated remains
- 4X4 Cremation Lot – Limit of four cremated remains
- Single Burial Lot – Limit of four cremated remains or three cremated remains when interred in conjunction with one full casket burial
- 12X12X12 Columbaria Niche – Limit of two cremated remains
- 12X12X24 Columbaria Niche – Limit of four cremated remains

Memorialization Permitted: _One (1) upright monument or flat marker only, as prescribed in the cemetery bylaw

Please refer to the Cemetery By-law provided to you at the time of purchase for a complete listing of bylaws that apply to your specific Interment Right. Cemetery By-laws are subject to change by the Town from time to time in accordance with the Funeral, Burial and Cremation Services Act, 2002.

AND the interment right capacity within the Columbarium is _____;

AND the said Purchaser hereby covenants that he will observe the requirements of Funeral, Burial & Cremation Services Act, and of the lawful By-laws of the Town of Halton Hills;

AND The Town does not permit the private resale of interment rights to third parties. Rights holders wishing to sell interment rights prior to a burial or scattering having taken place may request a repurchase from the Town at the current market value less the Care and Maintenance;

AND the said Purchaser hereby agrees that in the event of transfer of the said Interment Rights, this certificate cannot be transferred but will be returned to the Cemetery Owner who will issue a new certificate to the Transferee;

AND the Town will charge an administration fee for all transfer of ownerships and repurchases by the Town;

AND with respect to the erection or installation of markers, the Purchaser agrees to abide by the by-laws of the cemetery, wherein restrictions on the erection or installation of markers are given and by which By-Laws are attached hereto;

AND the Town hereby covenants that it has the right to execute and deliver to the Purchaser this Indenture, and that it will record this Indenture in the Register of the Cemetery, and that it will carry out and perform all lawful requirements of the Cemeteries Act and Regulations there under including the setting aside of forty percent (40%) of the total purchase price for care and maintenance on adult, child and cremation lots; and fifteen percent (15%) on Columbarium Niches, and \$25 on Scatterings, and its investment in accordance with the provisions of Funeral, Burial & Cremation Services Act;

IN WITNESS WHEREOF the Town hath hereunto affixed its corporate seal under the hands of its proper officers, on the day and year aforesaid.



THE CORPORATION OF
THE TOWN OF HALTON HILLS

Mayor

_____ Clerk

_____ Date of Issue

Re: Old Deed No. _____

FORM 3

New Deed No. _____

RESALE ENDORSEMENT & TRANSFER OF INTERMENT RIGHTS

PART 1:

A) RIGHTS HOLDER(S) ENDORSEMENT OF RESALE

I/we, the Rights Holder(s) registered on the cemetery records, hereby wish to resell the Interment Rights which are located in:

Cemetery: Greenwood (Site# 1208) Fairview (Site# 1189)
 Hillcrest (Site #01196) Hornby (Site# 1197)

Section/Niche: _____

Row: _____

Plot: _____

Graves/Unit: _____

back to the Town of Halton Hills (Cemetery Operator License #3274489).

Signature of Right's Holder(s): _____

Note: If there are more than one Rights Holder, all living Rights Holders should sign the endorsement certificate.

B) TRANSFER OF OWNERSHIP TO ANOTHER PARTY

I/we, the Rights Holder(s) registered on the cemetery records, hereby wish to transfer the Interment Rights which are located in:

Cemetery: Greenwood (Site# 1208) Fairview (Site# 1189)
 Hillcrest (Site #01196) Hornby (Site# 1197)

Section/Niche: _____

Plot: _____

Row: _____

Graves/Unit: _____ to;

Name: _____

Address: _____

Phone Number _____

Email _____

Signature of Right's Holder(s): _____

Note: If there are more than one Rights Holder, all living Rights Holders should sign the endorsement certificate.

PART 2 - CEMETERY OPERATOR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE RESALE OR TRANSFER OF INTERMENT RIGHTS TO ANOTHER PARTY

The Town of Halton Hills hereby confirms that the cemetery records have been reviewed and that the above noted Rights Holder(s) are registered on the cemetery records and have the authority to resell the Interment Rights back to The Town. It is also confirmed that no monies are owing by the Rights Holder(s) to the Town of Halton Hills in respect of the Interment Rights and that the Interment Rights Certificate has been returned.

Accepted on behalf of The Town of Halton Hills by:

Staff Name (Please Print): _____

Signature: _____

Date of Resale or Transfer: _____

PART 3 – RIGHT'S TRANSFER ADMINISTRATION FEE

The administration fee of \$_____ (inclusive of HST) has been paid to the Town of Halton Hills to register the transfer of ownership of the said plot(s).

PRIVACY POLICY

The Purchaser acknowledges and provides consent to permit The Town of Halton Hills to collect, use and disclose your personal information in accordance with the requirements under the Funeral, Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11 for information within the cemetery public register. The Purchaser also understands that The Town of Halton Hills does not rent or sell personal information to third party organizations. The information is used for the purpose of administering cemetery records. Questions regarding the collection of this information should be directed to the Manager of Parks &



TOWN OF HALTON HILLS

1 HALTON HILLS DRIVE, HALTON HILLS, ON L7G 5G2
905-873-2601 ext. 2274

CEMETERY CONTRACT FOR APPROVAL OF MONUMENTS & MARKERS

CEMETERY OPERATOR LICENSE #3274489

HST #R108126897

Open Space (Cemeteries) at cemeteries@haltonhills.ca or the Ministry of Consumer Services
www.ontario.ca/consumerservices.

PURCHASER INFORMATION

Name: _____ (hereinafter the Purchaser),

Street Address: _____

Town/City: _____ Postal Code: _____

Home Tel. Number: _____ Alt. Tel. Number: _____

Email: _____

Cemetery: Greenwood (Site# 01208)

Fairview (Site# 01189)

Hillcrest (Site #01196)

Hornby (Site# 01197)

THIS CONTRACT MADE THIS _____ DAY OF _____, 20 _____

BETWEEN

The Corporation of the Town of Halton Hills (hereinafter the Town),

AND

The Purchaser

The Purchaser [if different than the Recipient(s)] 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.

RIGHTS OWNER INFORMATION

Name: _____

Street Address: _____

Town/City: _____ Postal Code: _____

Home Tel. Number: _____ Alt. Tel. Number: _____

DECEASED INFORMATION

Name: _____

MONUMENT COMPANY INFORMATION

Name: _____

Street Address: _____

Town/City: _____ Postal Code: _____

Tel. Number: _____ Contractor Signature: _____

LOCATION

Section/Niche _____ Row _____ Plot _____ Graves/Unit _____

INSTALLATION AUTHORIZATION

Signature of Purchaser:

IF SIDE BY SIDE INSCRIPTION ON DOUBLE MARKER OR MONUMENT INDICATE NAMES IN BOX:

LEFT	RIGHT
------	-------

PART A - FLAT MARKER

MATERIAL: GRANITE BRONZE OTHER _____

SIZE: LENGTH _____ WIDTH _____ THICKNESS _____

PART B - UPRIGHT MONUMENT

BASE LENGTH _____ DIESTONE LENGTH _____

BASE HEIGHT _____ DIESTONE HEIGHT _____

BASE WIDTH _____ DIESTONE WIDTH _____

DESIGN FOR MONUMENT (Note: Monuments must not exceed 4 feet in height)

The cost of this installation will be \$ _____ and must be paid when the request for base installation is made at the Town Office. Bases for memorials will be installed approximately 4 times annually in the following months: May, June, September, November or at the discretion of Town staff, weather permitting.

For Cemetery Use Only:

Monument Foundation Construction	\$ _____
H.S.T.	\$ _____
Marker Installation	\$ _____
H.S.T.	\$ _____
Amt. to Care and Maintenance Fund	\$ _____
H.S.T.	\$ _____
Corner Post Installation	\$ _____
H.S.T.	\$ _____
Footstone Installation	\$ _____
H.S.T.	\$ _____
CONTRACT TOTAL:	\$ _____
AMOUNT PAID/DEPOSIT:	\$ _____
BALANCE DUE:	\$ _____

CASH <input type="checkbox"/>	CHEQUE <input type="checkbox"/>	CREDIT CARD <input type="checkbox"/>	DEBIT <input type="checkbox"/>	INVOICE <input type="checkbox"/>
-------------------------------	---------------------------------	--------------------------------------	--------------------------------	----------------------------------

CONDITIONS OF CONTRACT

This contract is subject to provisions of The Town of Halton Hills Cemeteries By-Law.

Care and Maintenance Fund Contribution for Marker and Monument Installation: In accordance with the Funeral, Burial & Cremation Services Act 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;

- In the case of installing a flat marker measuring less than 173 square inches \$0.00
- In the case of installing a flat marker measuring over 173 square inches \$50.00
- In the case of installing an upright monument measuring more than 4 feet or less in height or length, including the base \$100.00
- In case of installing an upright monument measuring more than 4 feet either in height or length, including the base \$200.00

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

Privacy Policy

The Purchaser acknowledges and provides consent to permit The Town of Halton Hills to collect, use and disclose your personal information in accordance with the requirements under the Funeral, Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11 for information within the cemetery public register. The Purchaser also understands that The Town of Halton Hills does not rent or sell personal

information to third party organizations. The information is used for the purpose of administering cemetery records. Questions regarding the collection of this information should be directed to the Manager of Parks & Open Space (Cemeteries) at cemeteries@haltonhills.ca or the Ministry of Consumer Services www.ontario.ca/consumerservices.

FORM 5

**IN THE MATTER OF BURIAL PLOT(S) IN ____ CEMETERY
DESCRIBED AS SECTION ____ ROW ____ PLOT(S) ____**

AFFIDAVIT

I, _____ of the _____
(Full Name) (Municipality type e.g. City, Town)
of _____ in the _____
(Municipality Name) (Region or County)
of _____, being the rightful heir of successor of the
(Region or County Name)

being the rightful heir of successor of the original owner of the above mentioned plot (the "Plot") and lawfully entitled to make use of the Plot at _____ Cemetery,
DO SOLEMNLY DECLARE THAT:

1. I understand that the Town of Halton Hills records for _____ Cemetery indicate that the original owner of the Plot is _____.
2. (a) I have in my possession the original deed or other proof of ownership of the Plot;
or
(b) I am unable to locate the original deed or other proof of ownership of the Plot, nor is it in the records in the Town.
3. I agree to be responsible if any other person claims to be entitled to ownership of the Plot(s).
4. I agree to release, discharge, indemnify and hold harmless the Town of Halton Hills, its officers, employees and agents from any costs, claims or expenses, including legal fees resulting from any action taken against me or the Town of Halton Hills as a result of my use of the Plot.
5. I agree to pay any fees imposed under the Town of Halton Hills Cemeteries By-law, and Rates and Fees By-law.

I make this Affidavit in support of my application to use the Plot in _____ 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.

DECLARED before me at the _____)
_____)
_____)
_____) Signature of Declarant
This _____ day of _____, 20____)

A Commissioner Director, etc.

