



# THE CORPORATION OF THE TOWNSHIP OF O'CONNOR

## BY-LAW NUMBER 2021-14

Being a By-law of the Corporation of the Township of O'Connor to establish maintenance, management, regulation, and control of the O'Connor Cemetery and to Repeal By-law Number 2014-06.

**WHEREAS** the Corporation of the Township of O'Connor has established certain lands in the Township of O'Connor and has designated such lands as a municipal cemetery to be known as the O'Connor Cemetery;

**AND WHEREAS** the Council for the Township of O'Connor, under the authority of the Funeral, Burial and Cremation Services Act, 2002, c. 33, as amended, may enact By-laws for the proper management of the O'Connor Cemetery;

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

**AND WHEREAS** Section 10 of the Municipal Act, S.O. 2001, Chapter 25, as amended, authorizes a single-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

**NOW THEREFORE** the Council for the Corporation of the Township of O'Connor hereby enacts as follows:

### **1. Definitions**

"Act" shall mean the Funeral, Burial and Cremation Services Act (FBCSA), 2002, S.O. 2002, c. including any Provincial Regulations made pursuant to said Act, and O. Reg. 30/11 and 184/12.

"Burial" shall mean the opening and closing of an inground Lot or Cremation Lot for the disposition of Human Remains.

"By-law" shall mean the rules and regulations under which the O'Connor Cemetery operates.

"Care and Maintenance Fund" shall mean money, held in trust, to ensure the long-term upkeep of a cemetery, and as required under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price of all Interment Rights sold and the installation of Markers and Monuments be contributed into the Care and Maintenance Fund.

"Cemetery" shall mean the O'Connor Cemetery.

"Cemetery Operator" shall mean the Corporation of the Township of O'Connor.

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"Cemetery Services" shall mean services provided by the Cemetery Operator in respect of the Interment of human remains in the Cemetery and includes such services as may be prescribed.

"Contract" shall mean, for the purpose of this By-law, a signed contract with the Cemetery Operator and the Purchaser(s) of Interment Rights, detailing obligations for both parties and acceptance and receipt of the Cemetery By-Law, Consumer Information Guide, and price list.

"Cremation Lot" shall mean a Lot within the Cremated Ashes Garden of the O'Connor Cemetery and is a Lot two (2) feet by two (2) feet in size that contains or is set aside to contain interred cremated Human Remains.

"Disinterment" shall mean to remove Human Remains from their place of final disposition.

"FBCSA" shall mean the Funeral, Burial and Cremation Services Act 2002.

"Heirs" shall mean one who acquires property upon the death of another, based on the rules of descent and distribution, namely, being the child, descendant or other closest relative of the dearly departed.

"Human Remains" shall mean a dead human body or the remains of a cremated human body.

"Interment" shall mean the Burial of Human Remains and shall include the placing of Human Remains in a Lot or Cremation Lot.

"Interment Rights" shall mean the right to require or direct the Interment of Human Remains in a Lot or Cremation Lot or the Disinterment of Human Remains from that Lot or Cremation Lot.

"Interment Rights Certificate" shall mean the document issued by the Cemetery Operator to the Purchaser once the Interment Rights have been paid in full, identifying ownership of the Interment Rights.

"Interment Rights Holder(s)" shall mean the person who holds the Interment Rights with respect to a Lot or Cremation Lot whether the person be the Purchaser of the Interment Rights, the person named in the Interment Rights Certificate or such other person to whom the Interment Rights have been assigned.

"Intestate" shall mean not having made a will before one dies.

"Lot" for the purpose of this By-law, shall mean a single grave space of the O'Connor Cemetery and is a Lot five (5) feet by ten (10) feet in size that contains or is set aside to contain interred Human Remains.

"Marker" shall mean any permanent memorial structure that is set flush and level with the ground and used to mark the location of a Burial Lot or Cremation Lot.

"Monument" shall mean any permanent memorial projecting above the ground installed within the designated space to mark the location of a Lot.

"Plot" shall mean, for the purpose of this By-law, a parcel of land, sold as a single unit, containing multiple Lots within the O'Connor Cemetery.

"Purchaser" shall mean any person who owns land, resides in, or has previously resided in the Township of O'Connor, or is said person's parent, spouse, or child.

"Tenants-In-Common" shall mean a Burial Lot(s) or Plot owned by two or more people held in the manner that each owner has an equal interest in ownership.

## **2. By-Law Amendments**

**2.1** The Cemetery shall be governed by this By-law and all procedures will comply with the Funeral, Burial & Cremation Services Act, 2002, S.O. 2002, c.33 and Ontario Regulation 30/11 and 184/12, which may be amended periodically.

**2.2** All Cemetery By-law amendments must be:

- published once in a newspaper with general circulation in the locality in which the Cemetery is located; and
- posted on the Township of O'Connor website; and
- conspicuously posted on a sign at the entrance of the Cemetery; and
- delivered to each supplier of Markers who has delivered a Marker to the Cemetery during the previous year if the By-law amendment pertains to Markers or their installation.

**2.3** The Cemetery By-law and Cemetery By-law amendments are subject to the approval of the Registrar, Ministry of Government and Consumer Services, as per the Funeral, Burial and Cremation Services Act, 2002 (FBSCA) as amended.

## **3. Liability**

**3.1** 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, Cremation Lot, Plot, Monument, Marker, or other article that has been placed in relation to an Interment as per the Full Release/Indemnity Form, Schedule "H".

**3.2** The Cemetery Operator will not be held liable, whatsoever, as per the Full Release/Indemnity Form, Schedule "H".

## **4. General Administration**

**4.1** Subject to the jurisdiction of Council, the Cemetery Operator reserves complete control and management of the land, planning, books, and records of the O'Connor Cemetery, as well as the complete authority to administer this By-law.

**4.2** The Clerk-Treasurer or his or her designated alternate(s) of the Corporation of the Township of O'Connor shall:

- observe and carry out all the provisions of this By-law, the FBSCA and its Regulations, as may be amended periodically.
- receive, dispense, and account for all monies payable under this By-law in accordance with regulations thereto and as prescribed in Schedule "B" – O'Connor Cemetery Fees and Charges.
- ensure that all funds payable for the Care and Maintenance of the O'Connor Cemetery shall be deposited into a Care and Maintenance Fund, and that such funds shall be invested into a high interest-bearing account on an annual basis.
- on an annual basis, transfer from the Care and Maintenance Fund, an amount not to exceed the income earned by the fund and these monies shall only be used for those purposes as provided for by the Act.
- keep a register and all records and books as are necessary for properly recording all matters, acts, deeds, and items pertaining to the O'Connor Cemetery according to Provincial legislation, Section 110 of Ontario Regulation 30/11, requiring all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours, and as may be prescribed.
- attend to regular and proper maintenance of the O'Connor Cemetery.

**4.3** The Clerk-Treasurer or his or her designated alternate(s), upon the sale or transfer of Interment Rights shall provide to the Purchaser or Transferee:

- a copy of the Consumer Information Guide to Funerals, Burials and Cremation Services or any subsequent publication issued by the Minister of Government and Consumer Affairs,
- a copy of this By-law with Schedules,
- the Interment Rights Certificate upon payment,
- a signed Contract for Purchase/Transfer of Interment Rights.

**4.4** The O'Connor Cemetery Map & Cremated Ashes Garden Map shall be attached to this By-law for information purposes and marked as Schedule "I".

## **5. Rights to Re-Survey**

The Cemetery Operator 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 O'Connor Cemetery, subject to the approval of the appropriate authorities.

## **6. Pets or Other Animals**

Pets or other lower animals, including cremated animal remains, are prohibited from being buried on O'Connor Cemetery grounds.

**7. Purchase of Interment Rights**

Lots or Cremated Ashes Lots may be purchased to contain or set aside to contain interred Human Remains. Interment Rights shall be sold, subject to the following conditions and no Lot or Cremation Lot shall be used for any purpose other than the Burial of Human Remains:

**7.1** A Lot or Cremation Lot may be purchased by executing a Contract in the form set forth in Schedule "C" to this By-law completed and signed by the Purchaser or a personal representative of the deceased and by the Clerk-Treasurer or his or her designated alternate(s), on behalf of the Township of O'Connor, together with the payment of the purchase price set out in the O'Connor Cemetery Fees and Charges as set out in Schedule "B" attached to and forming part of this By-law.

**7.2** 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 O'Connor Cemetery By-law. In accordance with the O'Connor Cemetery By-law, 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 when payment has been made in full. The purchase of Interment Rights is not a purchase of Real Estate or real property.

**7.3** Cemetery Lots will be allowed to inter one (1) casket (with vault if applicable) and two (2) cremated Human Remains provided that the casket is interred first, or three (3) cremated Human Remains. In the Cremation Ashes Garden of the Cemetery, there shall be one (1) cremated Human Remains allowed per Cremation Lot.

**8. Resale, Transfer or Succession of Interment Rights**

**8.1** The Cemetery Operator prohibits the resale of Interment Rights to a third party and may repurchase these rights at the price listed on the current price list less the Care and Maintenance portion of the Lot or Cremation Lot price.

**8.2** The Cemetery Operator is not required to repurchase unused Interment Rights in a Plot if one of the Interment Rights in the Plot has been exercised.

**8.3** An Interment Rights Holder may gift, bequest or otherwise transfer Interment Rights, without consideration, to any other person by completion of the O'Connor Cemetery Contract for Purchase/Transfer of Interment Rights as set out in Schedule "C" and by returning the original Interment Rights Certificate to the Cemetery Operator. Upon completion of the Contract for Purchase/Transfer of Interment Rights as set out in Schedule "C", and the receipt of the original Interment Rights Certificate as set out in Schedule "D" or the Affidavit for Lost or Missing Interment Rights Certificate as set out in Schedule "E", the Cemetery Operator shall issue a new Interment Rights Certificate to the Transferee.

**8.4** If the registered Interment Rights Holder dies:

- any future interest in the Interment Rights becomes part of the Purchaser's estate.

- and has left a Last Will and Testament or a Certificate containing a specific bequest of the Lot or Cremation Lot, such as a Notarial Copy and/or Court Certified Copy of the Said Last Will and Testament or Certification of Appointment of Estate will be required by the Cemetery Operator.
- and the Last Will and Testament does not contain a specific bequest of the Lot or Cremation Lot, a request in writing from the Estate Trustee(s) for the transfer is required by the Cemetery Operator.
- Intestate, a request in writing to the Cemetery Operator from the Estate Trustee(s) or, if no Estate Trustee has been appointed, from all Heirs. The Cemetery Operator reserves the right to request a notarized and signed affidavit to prove that the Cemetery Operator has been notified of all Heirs and are dealing with the correct party. Succession laws will then apply for the remaining Interments and any new Interment Rights Holder(s) will be established as Tenants-In-Common.

#### **9 Cancellation of Interment Rights within 30 Days**

A Purchaser has the right to cancel an Interment Contract within thirty (30) days of signing the Interment Rights Contract as set out in Schedule "D", 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.

#### **10 Cancellation of Interment Rights after the 30 Days**

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. The Interment Rights Holder(s) must return the Interment Rights Certificate 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.

#### **11 Interments**

**11.1** No Interment shall take place without either an original Burial Permit, issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, Chapter V.4, or full Certificate of Cremation signed by the Registrar, Cremation Operator, or designate of the original crematorium.

**11.2** No Interment shall take place until the person making the arrangements for the Interment has complied with the Cemetery By-law, rules, and regulations relative to Burials. Persons arranging for Interments shall be responsible for all charges incurred by way of applying for a Certificate of Interment as set out in Schedule "D".

**11.3** No Interment shall take place until the Interment Services Contract, as per Schedule "G", has been completed and signed by both parties.

**11.4** The Township of O'Connor shall not be held responsible for errors in the location of Burial arising from the improper instructions of the Interment Rights Holder(s) or their representatives.

## **12. Disinterments**

**12.1** The Disinterment of Human Remains (casket burial), once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder. The Disinterment of cremated Human Remains, once properly interred, shall not be made without the order of the Interment Rights Holder.

**12.2** All Disinterments must be performed by the Cemetery Operator. A Disinterment Form, as per Schedule "F", must be received by the Clerk-Treasurer or his or her designated alternate(s) of the Township of O'Connor at least 24 hours prior to the proposed date of Disinterment.

**12.3** All Disinterments shall follow the requirements of the Act and regulations thereunder.

## **13. Cremated Ashes**

No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the Cemetery except in accordance with the provisions of this By-law. The co-mingling of ashes in a Cemetery Lot is allowed only if a Certificate of Cremation is received for each deceased person.

## **14 Care and Maintenance Fund Contributions**

As required by Sections 166 and 168 of Ontario Regulation 30/11, as amended, a portion of the purchase price of all Interment Rights and a prescribed amount for the installation of Monuments and Markers, as per Schedule "B" O'Connor Cemetery Fees and Charges, is contributed into the Care and Maintenance Fund. Contributions to the Care and Maintenance Fund are not refundable except when Interment Rights are cancelled within 30 days.

## **15 Fees and Charges**

**15.1** All fees and charges for services provided by the Cemetery Operator shall be amended periodically as deemed advisable or in accordance with the FBCSA, determined by Council By-law, and approved by the Registrar, Ministry of Government and Consumer Services.

**15.2** Upon request, families may undertake the Interment of cremated ashes themselves, at their own expense, and only with the consent of the Cemetery Operator.

## **16 Cemetery By-law Schedules**

Schedules to this By-law shall include as follows:

Schedule "A" – Rules and Regulations for the O'Connor Cemetery

By-Law Number 2021-14 cont'd

- Schedule "B" – O'Connor Cemetery Fees and Charges
- Schedule "C" – Contract for Purchase/Transfer of Interment Rights
- Schedule "D" – Interment Rights Certificate
- Schedule "E" – Affidavit for Lost or Missing Interment Rights Certificate
- Schedule "F" – Disinterment Form
- Schedule "G" – Interment Services Contract
- Schedule "H" – Full Release/Indemnity Form
- Schedule "I" – O'Connor Cemetery Map & Cremated Ashes Garden

This By-law shall come into force and effect upon approval by the Minister of Government and Consumer Services.

Enacted and Passed in Council this 12th day of October, 2021.

THE CORPORATION OF THE  
TOWNSHIP OF O'CONNOR

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk-Treasurer



By-law Number 2021-14 - Schedule "A"

**Rules and Regulations for the O'Connor Cemetery**

1. All Lots and Cremation Lots shall be sold by the Clerk-Treasurer or his or her designated alternate(s) for the Township of O'Connor during regular office hours. Lots and Cremation Lots may be purchased by any person who owns land, resides in, or has previously resided in the Township of O'Connor, or is said person's parent, spouse, or child.
2. The Transfer of Interment Rights are not binding upon the Cemetery until a Contract for Purchase/Transfer of Interment Rights, as set out in Schedule "C", has been signed with the Clerk-Treasurer or his or her designated alternate(s) of the Township of O'Connor.
3. The Purchaser has 30 days to cancel the Contract for Purchase and Certificate of Interment to receive a full refund. After 30 days, the Purchaser may elect to sell the Lot(s) or Cremation Lot(s) back to the Cemetery Operator for the current value of the Lot(s) or Cremation Lot(s) less the Care and Maintenance fee. A request to return the Lot(s) or Cremation Lot(s) must be in writing and signed by the Interment Rights Holder or the executor for the estate of the Interment Rights Holder and the Interment Rights Certificate returned to the Cemetery Operator.
4. Notice of Interment shall be given to the Clerk-Treasurer or his or her designated alternate(s) at least 48 hours prior to the time of Interment, except under special circumstances where the coroner requests immediate Burial. A copy of the Burial or Cremation Certificate must be provided to the Cemetery Operator prior to Burial.
5. All Disinterments must be performed by the Cemetery Operator. No casket Burial may be removed or disinterred without the written consent of the Chief Medical Officer of Health and the Interment Rights Holder, except on an order from the Court or as provided in the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and the Regulations thereto. No cremated ashes may be removed without the written consent of the Interment Rights Holder. A Disinterment Form, as per Schedule "F", must be received by the Clerk-Treasurer or his or her designated alternate(s) of the Township of O'Connor at least 24 hours prior to the proposed date of Disinterment.
6. No Interment will be made without the permission of the Rights Holder or his or her authorized representative.
7. O'Connor Cemetery Lots will be allowed to Inter up to one (1) casket (with vault if applicable) and two (2) cremated Human Remains (provided that the casket is interred first) or three (3) cremated Human Remains. In the Cremation Ashes Garden of the O'Connor Cemetery, there shall be one (1) cremated Human Remains allowed in each Cremation Lot.
8. The Cemetery Operator shall be notified before a Monument is installed by or for the Interment Rights Holder. Any Monument to be erected shall be set upon a floating foundation, the thickness of the foundation shall be four (4) inches for

smaller Monuments and five (5) inches for larger Monuments. Monuments may not be more than five (5) feet for a single Lot or a double Monument not more than ten (10) feet for two Lots side by side. Monuments erected by or for the Interment Rights Holder shall pay the required contribution for Care and Maintenance.

9. If any trees, shrubs, borders, flowers, decorations, or other materials are, in the opinion of the Cemetery Operator, detrimental to the Lot or adjacent Lots, prejudicial to the general appearance of the grounds, the Cemetery Operator shall have such trees, shrubs, borders, flowers, decorations or other material removed after thirty (30) days notice to the Interment Rights Holder.
10. The erection of borders on five (5) foot by ten (10) foot Lots shall be permitted as follows:
  - a) the borders shall not be imbedded in concrete.
  - b) the borders shall be no higher than eight (8) inches and have a path of sand no less than eight (8) inches wide around the border for easy maintenance.
  - c) any damages occurring to borders will be the responsibility of the Interment Rights Holder.
11. Interment Rights Holders are required to provide to the Clerk-Treasurer or his or her designated alternate(s) of the Township of O'Connor, any change of their mailing address.
12. The Cremated Ashes Garden shall have:
  - a) no upright Monuments, only flat Markers.
  - b) no borders.
  - c) no flowers, shrubs, or trees.
  - d) only one cremated Human Remains allowed per Cremation Lot.
  - e) a flat Marker for each Cremation Lot and must be no more than eighteen (18) inches by eighteen (18) inches. A Cremation Lot owner having two Cremation Lots side by side may have a flat Marker eighteen (18) inches by thirty-six (36) inches.
13. Any conflicts with the above rules and regulations shall be directed to the Council of the Township of O'Connor.

By-law Number 2021-14 - Schedule "B"

**O'Connor Cemetery Fees and Charges**



**O'CONNOR CEMETERY**

Township of O'Connor  
 330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
 Cemetery Licence #3303940

**O'CONNOR CEMETERY FEES AND CHARGES**

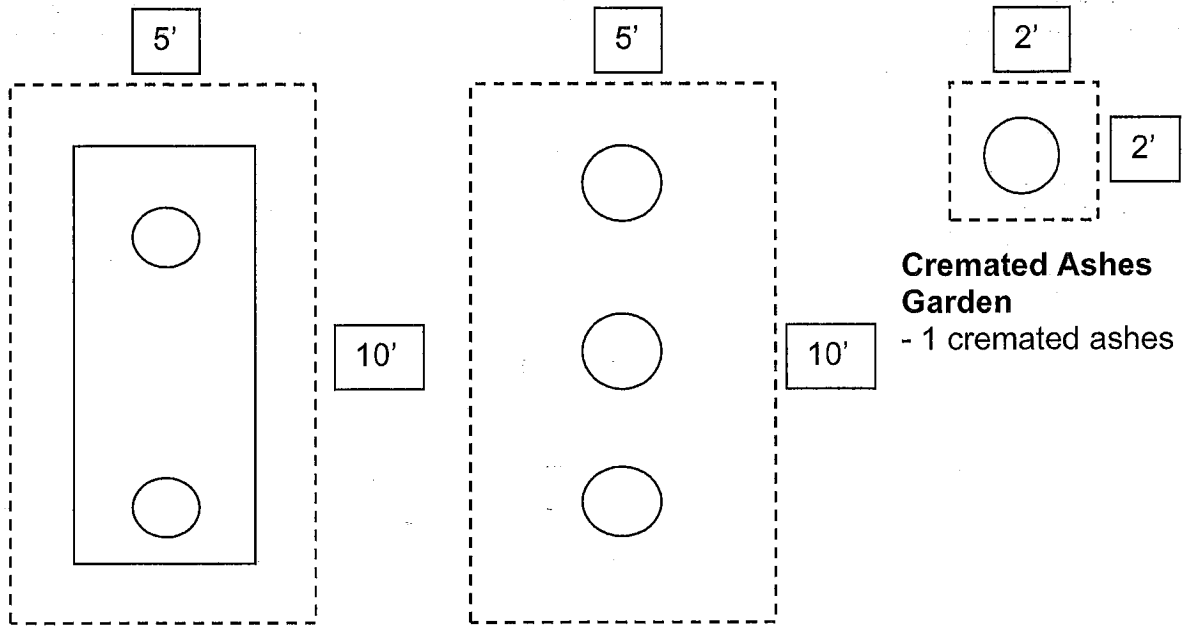
<b>SALE OF INTERMENT RIGHTS</b>			
<b>DESCRIPTION</b>	<b>TOWNSHIP FEE</b>	<b>CARE &amp; MAINTENANCE</b>	<b>TOTAL</b>
Burial Lots that are 5' x 10'	\$ 50.00	\$ 290.00	\$ 340.00
Cremation Lots that are 2' x 2'	\$ 50.00	\$ 175.00	\$ 225.00

<b>MARKER AND MONUMENT CARE &amp; MAINTENANCE FEES</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Flat Marker measuring less than 173 square inches	\$ 0.00
Flat Marker measuring 173 square inches or more	\$ 100.00
Upright Monument measuring less than 4 feet in height or 4 feet less in length, including the base	\$ 200.00
Upright Monument measuring 4 feet or more in either height or length, including the base	\$ 400.00

<b>INTERMENT FEES</b>	
<b>SUMMER INTERMENT</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Casket Burial	\$ 400.00
Cremated Ashes Burial	\$ 225.00
<b>WINTER INTERMENT (November 1<sup>st</sup> – April 30<sup>th</sup>)</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Casket Burial	\$ 500.00
Cremated Ashes Burial	\$ 400.00
<b>HOLIDAYS/AFTER HOURS</b>	ADD AN ADDITIONAL \$100.00 TO EACH TOTAL

<b>DISINTERMENT FEES</b>	
<b>SUMMER DISINTERMENT</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Casket Disinterment	\$1000.00
Cremated Ashes Disinterment	\$ 600.00
<b>WINTER DISINTERMENT (November 1<sup>st</sup> – April 30<sup>th</sup>)</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Casket Disinterment	\$1200.00
Cremated Ashes Disinterment	\$ 700.00
<b>HOLIDAYS/AFTER HOURS</b>	ADD AN ADDITIONAL \$100.00 TO EACH TOTAL

**INTERMENT OPTIONS**



**Cemetery Lot**

- 1 casket (to be interred first)
- 2 cremated ashes (on top of casket)

**Cemetery Lot**

- 3 cremated ashes

**Cremated Ashes Garden**

- 1 cremated ashes

By-law Number 2021-14 - Schedule "C"

**O'Connor Cemetery Contract for Purchase/Transfer of Interment Rights**



**O'CONNOR CEMETERY**

Township of O'Connor  
330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
Cemetery License #3303940

**CONTRACT FOR PURCHASE/TRANSFER OF INTERMENT RIGHTS**

FOR THE PURCHASE OR TRANSFER OF INTERMENT RIGHTS IN COMPLIANCE WITH THE TOWNSHIP OF O'CONNOR CEMETERY BY-LAW NUMBER 2021-14

NEW PURCHASE  TRANSFER  NAME OF TRANSFEROR: \_\_\_\_\_

**PURCHASER/TRANSFERREE:**

**RIGHTS HOLDER(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: DAY \_\_\_\_\_/MONTH \_\_\_\_\_/YEAR \_\_\_\_\_

PHONE NUMBER: BUSINESS \_\_\_\_\_ HOME \_\_\_\_\_ CELL \_\_\_\_\_

SECTION \_\_\_\_\_ ROW \_\_\_\_\_ LOT \_\_\_\_\_

**PURCHASE OF INTERMENT RIGHTS:**

Interment Rights # Spaces \_\_\_\_\_

Lot Price (\$ \_\_\_\_\_) \$ \_\_\_\_\_

Care & Maintenance \$ \_\_\_\_\_

**TOTAL SALE:**

\$ \_\_\_\_\_

REPURCHASE PRICE AFTER 30 DAY COOLING PERIOD:

\$ \_\_\_\_\_

Attached for Transfers only:  Original Contract for Purchase/Transfer of Interment Rights

Interment Rights Holder Certificate

Affidavit for Lost or Missing Contract for Purchase/Transfer of Interment Rights and/or Interment Rights Certificate

It is agreed between the parties that this contract is subject to the By-Law of the O'Connor Cemetery, and the Purchaser hereby acknowledges receipt of a copy of the By-Law for the O'Connor Cemetery and that the "Rules and Regulations of the O'Connor Cemetery" attached have been read and understood.

ORDERED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(SIGNATURE(S) OF PURCHASER(S)/TRANSFEROR) (DAY/MONTH/YEAR)

\_\_\_\_\_ DATE: \_\_\_\_\_

(PRINT NAME(S) OF PURCHASER(S)/TRANSFEROR) (DAY/MONTH/YEAR)

O'CONNOR CEMETERY REPRESENTATIVE:

\_\_\_\_\_ DATE: \_\_\_\_\_

(SIGNATURE OF CLERK-TREASURER OR HIS OR HER DESIGNATE(S) FOR THE TOWNSHIP)

By-law Number 2021-14 - Schedule "D"

Interment Rights Certificate



O'CONNOR CEMETERY

Township of O'Connor  
330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
Cemetery Licence #3303940

INTERMENT RIGHTS CERTIFICATE

Certificate Number \_\_\_\_\_

PURSUANT TO The Funeral, Burial and Cremation Services Act, 2002, and Regulations and all amendments thereto

BETWEEN:

O'CONNOR CEMETERY, a body licensed under the laws of the Province of Ontario, having its Head Office at the Township of O'Connor and hereinafter called "O'Connor Cemetery",

PARTY OF THE FIRST PART

AND:

(NAME OF PURCHASER): \_\_\_\_\_

hereinafter called \_\_\_\_\_ PARTY OF THE SECOND PART

In consideration of the sum of \_\_\_\_\_ Dollars, receipt of which is hereby acknowledged, and which included the sum of \_\_\_\_\_ Dollars for Care and Maintenance which is deposited with the Trustee, O'Connor Cemetery agrees to assign to the Party of the Second Part the Burial or Interment Rights in O'Connor Cemetery:

Section \_\_\_\_\_ Lot Number(s) \_\_\_\_\_ (L \_\_\_\_\_ feet by W \_\_\_\_\_ feet)

as shown on the approved plan of O'Connor Cemetery.

Date of Purchase: day \_\_\_\_\_ / month \_\_\_\_\_ / year \_\_\_\_\_

The PARTY OF THE SECOND PART by the acceptance of this indenture indicates that the BY-LAW governing the operation of the O'Connor Cemetery have been received and read and agrees to be guided by the said BY-LAW as well as the provisions of the Funeral, Burial and Cremation Services Act, 2002 as if these were included as part of this indenture.

The PARTY OF THE SECOND PART agrees that in the event of transfer of said Interment Right by Purchaser, this Certificate cannot be transferred but will be returned to the Party of the First Part who will issue a new Certificate to the Transferee.

With respect to the erection or installation of markers, The Party of the Second Part agrees to abide by BY-LAW of the O'Connor Cemetery, wherein restrictions on the erection or installation of markers are given, and which BY-LAW are attached hereto.

IN WITNESS WHEREOF O'CONNOR CEMETERY has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Party of the Second Part has affixed his/her signature.

PARTY OF THE FIRST PART O'CONNOR CEMETERY:

Per: \_\_\_\_\_ Clerk-Treasurer or his or her designated alternate

PARTY OF THE SECOND PART: \_\_\_\_\_

By-law Number 2021-14 - Schedule "E"

**Affidavit for Lost or Missing Interment Rights Certificate**



**O'CONNOR CEMETERY**

Township of O'Connor  
330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
Cemetery Licence #3303940

**AFFIDAVIT FOR LOST OR MISSING CONTRACT FOR  
PURCHASE/TRANSFER OF INTERMENT RIGHTS AND/OR INTERMENT  
RIGHTS CERTIFICATE**

To Whom it May Concern,

I, \_\_\_\_\_, am the Interment Rights Holder for Lot(s) \_\_\_\_\_  
or Cremated Ashes Lot(s) \_\_\_\_\_ at the O'Connor Cemetery.

I attest that I have lost my original:

- Contract for Purchase/Transfer of Interment Rights.
- Interment Rights Certificate(s).

I take full responsibility for any actions that may arise from misrepresentation stated herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DECLARED** before me at \_\_\_\_\_ in the District of  
\_\_\_\_\_ in the Province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(A COMMISSIONER)

\_\_\_\_\_  
(SIGNATURE OF THE DECLARANT)

I am requesting (please choose all that apply and initial in the space provided):

- A replacement Contract for Purchase/Transfer of Interment Rights. \_\_\_\_\_
  - A replacement Interment Rights Certificate. \_\_\_\_\_
- or,
- A replacement Contract and/or Certificate is not required as I intend to transfer my Lot(s) or Cremated Ashes Lot(s) back to the Township of O'Connor. \_\_\_\_\_

By-law Number 2021-14 - Schedule "F"

**Disinterment Form**



**O'CONNOR CEMETERY**

Township of O'Connor  
 330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
 Cemetery Licence #3303940

**DISINTERMENT FORM**

REQUESTOR	
NAME	
ADDRESS	
PHONE	
DATE	
RELATIONSHIP TO DECEASED	

DETAILS OF DISINTERMENT	
NAME OF DECEASED	
DATE OF BIRTH	
DATE OF DEATH	
REASON FOR DISINTERMENT	
LOT/CREMATED ASHES LOT	
LOCATION FOR REINTERMENT	
PERSON(S) TO BE PRESENT	
PROPOSED DATE	
PROPOSED TIME	

FEE	
DISINTERMENT	\$
REINTERMENT	\$
TOTAL FEE	\$

I hereby consent that the cremated Human Remains of the deceased named above may be disinterred or removed from the lots stated.

\_\_\_\_\_  
 NAME (PRINT)

\_\_\_\_\_  
 SIGNATURE



By-law Number 2021-14 - Schedule "G"

**Interment Services Contract**



**O'CONNOR CEMETERY**

Township of O'Connor  
 330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0  
 Cemetery Licence #3303940

**INTERMENT SERVICES CONTRACT**

<b>Interment Rights Certificate Number</b>	
<b>Lot or Cremated Ashes Lot Number</b>	
<b>Name of Deceased</b>	
<b>Date of Birth</b>	
<b>Place of Death</b>	
<b>Date of Death</b>	
<b>Next of Kin</b>	
<b>Date of Interment</b>	
<b>Time of Interment</b>	
<b>Type of Interment</b>	<input type="checkbox"/> Full Burial <input type="checkbox"/> Cremated Ashes
<b>Type of Container</b>	<input type="checkbox"/> Casket <input type="checkbox"/> Urn <input type="checkbox"/> Other _____
<b>Cremated Ashes Placement in Burial Lot (if applicable)</b>	<input type="checkbox"/> Head <input type="checkbox"/> Middle <input type="checkbox"/> Foot
<b>Funeral Home</b>	
<b>Monument Company</b>	
<b>Payment Method</b>	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFT <input type="checkbox"/> Other
<b>Interment Rights Holder(s)</b>	
<b>Information Supplied By</b>	
<b>Notes</b>	
<b>INTERMENT COST</b>	
Interment Fee	\$
Holidays/After Hours Fee (if applicable)	\$
<b>TOTAL</b>	<b>\$</b>

It is agreed between the parties that this contract is subject to the By-law of The Corporation of the Township of O'Connor with respect to the O'Connor Cemetery and the Interment Rights Holder(s) hereby acknowledge that the cemetery is governed by this By-law, a copy of which is attached, and the Conditions of Contract attached have been read and understood.

\_\_\_\_\_  
 Purchaser Signature

\_\_\_\_\_  
 Clerk-Treasurer  
 (or his or her designated alternate)

\_\_\_\_\_  
 Print

\_\_\_\_\_  
 Date

By-law Number 2021-14 - Schedule "H"

Full Release/Indemnity Form



O'CONNOR CEMETERY

Township of O'Connor
330 Hwy 595, R.R. #1, Kakabeka Falls, ON P0T 1W0
Cemetery License #3303940

FULL RELEASE/INDEMNITY FORM

THE UNDERSIGNED (hereinafter referred to as the "Releasor", which term includes successors, heirs, administrators, personal representatives, estate trustees and assigns) in consideration of the Corporation of the Township of O'Connor allowing me to use cemetery lot or cremated ashes lot \_\_\_\_\_ and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges the Corporation of the Township of O'Connor, its Municipal Councillors, directors, officers, agents, servants and employees (all hereinafter collectively referred to as the "Releasees", which term includes predecessors, successors, heirs, executors, administrators, personal representatives, estate trustees, and assigns) of and from any and all actions, causes of action, suits, proceedings, debts, dues, accounts, bonds, covenants, contracts, claims, damages, grievances, executions, interest, costs, and liabilities and demands or any nature and kind whatsoever, howsoever arising, whether in law or in equity or otherwise, whether express or implied and whether presently known or unknown, which the Releasor ever had, now has or may have against the Releasees, or any of them, for, or by reason of, or in any way arising out of the Releasor's use of cemetery lot or cremated ashes lot \_\_\_\_\_.

AND IT IS FURTHER AGREED AND UNDERSTOOD that the Releasees do not by the allowance aforesaid admit any obligation or liability of any kind whatsoever to the releasor and that such liability is, in fact denied.

AND IT IS FURTHER AGREED that, for the consideration aforesaid the Releasor will not make any claim nor commence or maintain any claim, action, suit, or proceeding against any corporation or other entity (including the Crown) in which any claim could arise against the Releasees, or any of them, for contribution or indemnity of any other relief over.

AND IT IS FURTHER AGREED that, for the consideration aforesaid the Releasor will indemnify and hold harmless the Releasees, or any of them, from and against any and all losses, costs, expenses, claims, or damages arising out of any claim, action, suit, proceeding, or judgement brought against the Releasees, or any of them, by a third party as a result of the Releasor's use of cemetery lot or cremated ashes lot \_\_\_\_\_.

AND THE UNDERSIGNED CONFIRMS they have been afforded an opportunity to independently review, and obtain independent legal advice regarding, the terms and conditions of this Full Release and Indemnity and executes this Full Release and Indemnity freely, voluntarily and without duress.

IN WITNESS WHEREOF THE UNDERSIGNED has signed this Full Release and Indemnity this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Releasor

Please print name

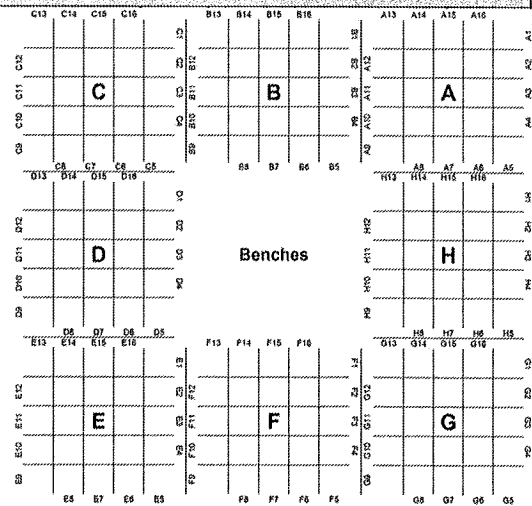
Please print name

By-law Number 2021-14 - Schedule "I"

O'Connor Cemetery Map & Cremated Ashes Garden Map



Cremated Ashes Garden



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