



# **Cemetery Regulations**

# THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES

## Cemetery Regulations



In accordance with By-law Number 2013-021

# **Cemetery Regulations Handbook**

- 1. By-law 2013-021**
- 2. Schedule "A" to By-law 2013-021 - General Regulations**
- 3. Schedule "B" to By-law 2013-021 - List of Municipally owned Cemeteries**
- 4. Contract for purchase of Interment Rights or Cemetery supplies or services**
- 5. Certificate of Interment Rights**
- 6. Notice of Permission for Interment**
- 7. Cemetery Price List**

# **THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

## **BY-LAW NUMBER 2013-021**

**Being a by-law to provide for rules and regulations for the care and control of all Municipal Cemeteries in The Corporation of the Township of Muskoka Lakes pursuant to The Funeral, Burial and Cremation Services Act 2002, S.O. 2002. c.33.**

**WHEREAS** pursuant to The Funeral, Burial and Cremation Services Act, 2002, O.Reg. 30/11, s. 150 (1), a cemetery operator may make by-laws governing the operation of the cemetery and, in particular, governing rights, entitlements and restrictions with respect to interment and scattering rights;

**AND WHEREAS** it is deemed expedient to revise and establish certain standards for the operation and control of cemeteries under the jurisdiction of the Corporation of the Township of Muskoka Lakes.

**NOW THEREFORE BE IT ENACTED** by the Municipal Council of The Corporation of the Township of Muskoka Lakes as follows:

1. That the General Regulations of Municipal Cemeteries in The Corporation of The Township of Muskoka Lakes, as set out in Schedule "A", and attached hereto, is hereby adopted and made part of this by-law.
2. That the list of cemeteries under the jurisdiction of The Corporation of The Township of Muskoka Lakes, as set out in Schedule "B", and attached hereto, is hereby adopted and made part of this by-law.
3. That the Contract for Purchase of Interment Rights or Cemetery Supplies or Services, attached hereto, is hereby adopted.
4. That the Certificate of Interment Rights, attached hereto, is hereby adopted.
5. That the Notice of Permission for Interment, attached hereto, is hereby adopted.
6. That all cemetery charges for lots and services shall be established in the Cemetery Price List, attached hereto, is hereby adopted.
7. That this by-law shall be known as the "Cemetery By-law".
8. That By-laws 92-202, 2000-013 and 2002-25 are hereby repealed.

READ a first, second third time and finally passed this day 13<sup>th</sup> of March, 2015.

Original signed by Mayor Don Furniss  
Mayor Don Furniss

Original signed by Cheryl Mortimer  
Cheryl Mortimer, Clerk

**SCHEDULE "A"**  
**Attached to and forming part of By-law 2013-021**

**GENERAL REGULATIONS FOR CEMETERIES OWNED BY  
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

1. **DEFINITIONS**

- a. **Burial** is the opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.
- b. **Burial Plot** means an area of land in the cemetery containing or set aside to contain one (1) regular interment and four (4) cremated human remains, including space for a marker or monument.
- c. **By-laws** are the rules and regulations under which the Cemetery operates.
- d. **Care and Maintenance Fund** is a requirement under the FBCSA (Funeral, Burial and Cremation Services Act 2002) that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- e. **Contract** for purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- f. **Corner Posts** mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- g. **Cremation Plot** means an area of land in the cemetery containing or set aside to contain two (2) cremated human remains, including space for a marker or monument.
- h. **Grave** (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.
- i. **Interment Rights** are the right to require or direct the interment of human remains or cremated human remains in a grave or lot and direct the associated memorialization.
- j. **Interment Rights Certificate** is the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.
- k. **Interment Rights Holder** is any person designated to hold the right to inter human remains in a specified lot.
- l. **Lot** for the purposes of these By-Laws a lot is a single grave space.
- m. **Marker** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
- n. **Monument** is any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
- o. **Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.
- p. **Plot:** For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

## **ADMINISTRATION**

- a. The Town reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of its cemeteries and complete authority to administer these by-laws in accordance with the Act.
- b. The Clerk shall be authorized to execute on behalf of the Town, those documents necessary to undertake the daily operation of its cemeteries.
- c. No person except authorized personnel or peace officers shall enter or be within the cemetery grounds outside of daylight hours.
- d. No person shall allow or permit any animal to enter the cemetery unless on a leash.
- e. Hours of Operation - Visitors are welcome in all cemeteries from sunrise to sunset. Generally, it is advisable that visitors refrain from entering the cemeteries at all other times in the interest of the public safety or if the gates are closed.
- f. All visitors are prohibited from taking flowers, plants or other materials from plots in the cemetery other than from their own plots. No person shall pick flowers, either wild or cultivated, break any tree, shrub or plant, or write upon or deface or injure any monument, fence or other structure in or belonging to the cemetery.
- g. To ensure the correctness of records of ownership and interments, a transfer of any interment rights or any interest therein shall not be binding upon the Corporation until notice in writing has been given to the Clerk of the Corporation specifying the name, address and occupation or other description of the proposed transferee and date, and such particulars shall be kept in a register for that purpose. Upon receipt of notice, and the payment of a fee, the transfer shall be made.
- h. The purchase of interment rights for the sole purpose of reselling the rights to make a profit i.e. financial gain is prohibited.
- i. The Corporation recommends interment rights holders to bequeath their plots and to mention the plot number in their will. Rights holders, or their legal heirs or representatives, only are allowed to sign for any interment in the plot. In the event of the death of a rights owner, The Corporation will require that letters of probate, of administration or other sufficient proof of inheritance be submitted to the Corporation by the estate of the deceased before the Ownership of the Rights is assigned or transferred to any beneficiary, heir or next of kin of the deceased Rights Owner.
- j. Pets, including cremated animal remains, are not allowed to be buried on cemetery grounds.

## **SALE AND TRANSFER OF INTERMENT RIGHTS (Lots)**

- a. Interment rights (lots) may be purchased from the Municipality according to the Price List and according to the plans approved by the Ministry of Government and Consumer Services on file in the Office of the Township of Muskoka Lakes.
- b. Interment rights (lots) sold shall include a rate for the Care and Maintenance Fund as set in the Price List, to ensure proper maintenance in perpetuity.
- c. Each purchaser of Interment Rights within the Cemetery shall receive a copy of the; Contract for Purchase of Interment Rights or Cemetery Supplies or Services, the

cemetery by-law, the Ontario Government's Consumer information Guide and upon payment in full, a Certificate of Interment Rights. This Certificate of Interment Rights shall specify the name of the purchaser, the location, dimensions and capacity of the lot purchased, the date of purchase, the sale price and the proportion of the sale price set aside for the care and maintenance fund.

- d. The Township of Muskoka Lakes permits the Interment Rights holder to transfer their interment rights to a third party, as long as the transfer is conducted through the Township of Muskoka Lakes and the purchaser meets the qualifications and requirements as outlined in the Township of Muskoka Lakes by-laws. The original Interment Rights Certificate that was issued to the interment rights holder(s) must be returned along with the written notice requesting the transfer. A new Interment Rights Certificate will be issued to the third party Purchaser upon receiving full payment and registration of the transfer.

The resale of Interment Rights by the purchaser is prohibited. They must be sold back to the Corporation at the current market value, minus the amount paid into the care and maintenance fund in relation to those rights. The purchase of interment rights for the sole purpose of reselling the rights to make a profit is prohibited.

- e. Purchasers of interment rights holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property.
- f. A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to The Township of Muskoka Lakes. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.
- g. Upon receiving written notice from the purchaser of the interment rights, after thirty (30) days of signing the interment rights contract, 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 original Interment Rights Certificate that was issued to the interment rights holder(s), must be returned to the cemetery operator along with the written notice of cancellation.
- h. If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment rights.
- i. As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment or scattering rights are cancelled within the 30 day cooling off period.

- j. The Township reserves the right to limit the ownership of Interment Rights (lots) of an individual to eight.

## **INTERMENT AND DISINTERMENT**

- a. Interment rights holder(s) must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- b. In each case of an interment a Notice of Permission for Interment, giving the name, birth place, last place of residence, age, date of death, place of death, name and address of nearest relative, time of interment, lot interred within, name of funeral director and medical attendant, must be furnished so that an accurate record can be entered in the Cemetery Records.
- c. A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.
- d. Payment must be made to the cemetery before a burial can take place.
- e. The cemetery shall be given 48 business hours of notice for each burial of human remains or cremated human remains.
- f. The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
- g. Precise and proper instructions in writing shall be given regarding the location of every interment. The Township of Muskoka Lakes cannot be held responsible for any errors resulting from wrongful or lack of specific information.
- h. Where orders are given by telephone for interment, the Municipality will not be responsible for any errors or misunderstandings that may arise. Such verbal instructions shall be confirmed by completion of a Notice of Permission for Interment.
- i. For regular cemetery lots, not more than one interment shall take place in a single lot, unless for the placing of cremated remains. Four cremated remains may be placed on/in a single lot or a lot already containing a casket. A casket interment may not be carried out in a lot which contains cremated remains. For cremation lots, not more than two cremated remains may be placed in a single lot.
- j. For Columbarium Niches, there is a limit of two (2) cremation interments in each niche. Niches are of a standard inside size of eleven and one half inches by eleven and one half inches by eleven and one half inches (11 ½" X 11 ½" X 11 ½"). The conditions of any urn on subsequent openings and oversize urns that may not be accommodated in the niches are not the responsibility of the Corporation.

No embellishment may be attached to any niche front and only the approved style of inscription of the Corporation will be allowed. The price of the Columbarium niche includes the inscription work and the opening and sealing of niches and will be performed by employees of the Corporation only. Overtime charges will be extra as well.

Columbarium decorations will be permitted in the appropriate area only. Please contact Supervisor for details.



- k. The winter season shall be considered to be November 1st - April 30th, and no interments shall take place during this period unless specifically authorized by the Director of Public Works or their designate.
- l. The Director of Public Works or their designate shall be in attendance at each interment.
- m. All funerals arriving at any cemetery later than 3:45 p.m. on weekdays will be subject to an extra overtime charge as set out in the Price List. Interments on Saturdays and Sundays and Statutory Holidays will be subject to this charge as well.
- n. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- o. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

#### **CARE OF PLOTS AND LOTS**

- a. A portion of the price of interment or scattering rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:
  - i. Re-levelling and sodding or seeding of Lots
  - ii. Maintenance of cemetery roads, sewers and water systems
  - iii. Maintenance of perimeter walls and fences
  - iv. Maintenance of cemetery landscaping
  - v. Maintenance of mausoleum and columbarium
  - vi. Repairs and general upkeep of cemetery maintenance buildings and equipment
- b. No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- c. No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Director of Public Works or their designate.
- d. Flowers placed on a grave for a funeral shall be removed by the Director of Public Works or their designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- e. The location on a plot or lot for flowers, flower holders, artificial flowers, wreaths and urns should not exceed two feet past the head of the lot and they may be removed by the Director of Public Works or their designate, should they become unsightly.
- f. No plot or lot shall be altered without prior approval of the Director of Public Works and the Director of Public Works or their designate may restore the plot or lot to its original condition at the expense of the owner.

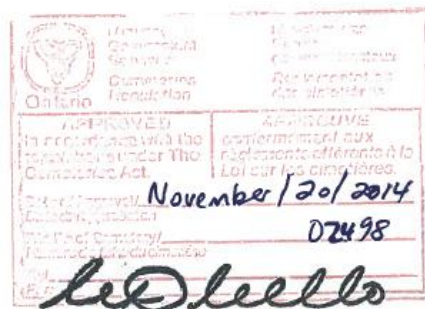
- g. The Director of Public Works or their designate may remove all or part of any tree or shrub situated within a cemetery which become detrimental to adjacent plots or lots, monuments, driveways or walkways, or prejudicial to the general appearance of the grounds, or inconvenient to the public.

### **MONUMENTS AND MARKERS**

- a. No monument or other structure shall be erected or permitted on a lot until the purchase price of the lot and accrued charges and expenses have been paid in full.
- b. Corner markers may be purchased from and installed by the Director of Public Works or their designate with the initial purchase of the plot or lot. The corner markers will be placed at each corner of the plot or lot and be set flush with the ground.
- c. Foot markers shall be set flush with the ground.
- d. Monuments shall be of standard marble or granite. No artificial or perishable material such as sandstone or limestone will be permitted. A contribution for monument care and maintenance will be collected by the municipality from the supplier and deposited into the cemeteries care and maintenance fund prior to a monument being installed.
- e. Monuments must be a minimum thickness of 6" and a maximum height of 4' on a base no more than 3" larger on all sides than the monument itself. Foundations for monuments are to be 5'0" deep or the depth of the lot, whichever is greater.
- f. The minimum thickness for flat markers including footstones is 4 inches or 10 cm.
- g. Application must be made to the Director of Public Works in writing, at least 48 hours prior to a foundation for a monument being constructed. The Township will inspect the foundation to determine compliance with requirements.
- h. When any monument or marker is to be removed for cleaning and or inscription, notification of such removal must be made to the Director of Public Works.
- i. The Corporation shall keep all monuments in a state of good repair and safety and do whatever is necessary by way of repairing, resetting or laying down the marker so as to remove any risk. Such repairs shall come under the monument care and maintenance fund of the cemetery.
- j. The Corporation of the Township of Muskoka Lakes shall take reasonable precaution to protect the property of rights owners, but it assumes no liability or responsibility for the loss of, or damage to, any monument, marker, or part of any article of any type that may be placed on any plot.
- k. The Corporation of the Township of Muskoka shall not be liable if, due to incorrect or improperly authorized instructions, a marker is installed on or removed from a plot; or lettering or carving on any marker or other structure is improperly carried out.

## MONUMENT DEALERS AND CONTRACTORS

- a. Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and The Corporation of the Township of Muskoka before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.
- b. Prior to the start of any said work, contractors must provide proof of:
  - i. WSIB coverage
  - ii. Occupational Health and Safety compliance standards
  - iii. Environmental Protection
  - iv. WHMIS
  - v. Evidence of liability insurance of not less than 2 million dollars
- c. Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
- d. Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.
- e. Any employee of a contractor who damages any plot, marker, monument or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage, or injury. In addition, the employer of the said worker shall be liable.
- f. Notice must be given in writing to the Corporation at least forty-eight (48) hours in advance of any monumental work to be done in any of its cemeteries.



**SCHEDULE "B"**

Attached to and forming part of By-law 2013-021

**CEMETERIES OWNED BY  
THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

	<b>CEMETERY</b>	<b>CONCESSION</b>	<b>LOT</b>	<b>WARD</b>	<b>CIVIC ADDRESS</b>
**	Doherty Cemetery	2	18	Watt	Doherty Road
	Foot's Bay	10	3	Medora	1036 United Church Road
	Glen Orchard	3	18, 19	Medora	1017 West Whites Road
	Milford Bay	11	27	Monck	1000 Old Lakeshore Road
*	Morinus	11	29	Medora	1227 Morinus Road
	Port Carling	3	31	Port Carling	46 Joseph Street
	Torrance	7	23	Wood	1026 East Bay Road
	Ufford	3	18	Watt	1450 Doherty Road
**	Ufford United	5	15	Watt	1570 Windermere Road
**	Ufford Anglican	4	13	Watt	1520 Windermere Road
	Ullswater	A & B	31	Watt	1289 Old Parry Sound Road
	Ziska	5	10	Monck	1139 Ziska Road

**Note**

- \* Within the Morinus Cemetery, all lots have been sold; however, burials are still carried out in the purchased lots, therefore, the Cemetery cannot be considered closed.
- \*\* Ufford, United, Ufford Anglican and Doherty Cemeteries are closed.



**CONTRACT FOR PURCHASE OF  
INTERMENT RIGHTS OR CEMETERY SUPPLIES  
OR SERVICES**

Owner of Cemetery The Township of Muskoka Lakes

Owner's Address Box 129, Port Carling, Ontario, P0B 1J0

Purchaser's Name(s) \_\_\_\_\_

Purchaser's Address \_\_\_\_\_

Telephone Number Home: \_\_\_\_\_ Other: \_\_\_\_\_

Email Address \_\_\_\_\_

Name of Cemetery \_\_\_\_\_

Description of Services and Supplies: \_\_\_\_\_

- Interment including Name, Date, Lot number and outer container \_\_\_\_\_
- Sale or Transfer of Lot including Section, Number & Dimensions \_\_\_\_\_
- Purchase of Corner Markers \_\_\_\_\_

Service or Supply \_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

Amount to Care and Maintenance \$ \_\_\_\_\_

HST (Harmonized Sales Tax) \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

Date of Purchase Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

It is agreed between the parties that the contract is subject to the Township of Muskoka Lakes By-Law 2013-021. The purchaser hereby acknowledges receipt of a copy of the Cemetery By-law and the Ontario Government's Consumer information Guide, and that the Conditions of Contract on the reverse have been read and understood.

Signature of purchaser \_\_\_\_\_

Signature of provider \_\_\_\_\_

Personal information contained on this form is collected under the authority of the Funeral, Burial and Cremation Services Act, 2002, and will be used to determine eligibility of the sale of interment rights or cemetery supplies or services. Questions about this collection should be directed to:

The Clerk, Township of Muskoka Lakes,  
Box 129, Port Carling, Ontario, P0B 1J0, (Telephone 705-765-3156)

## CONDITIONS OF CONTRACT

### **Contract Terms and Conditions**

Written consent of all surviving Rights Holder(s) and any other required documentation as set out in the cemetery by-laws is required for interment, disinterment, and the placement of markers or monuments.

Each purchaser of Interment Rights within the Cemetery shall receive a copy of the Contract for Purchase of Interment Rights or Cemetery Supplies or Services, the cemetery by-law, the Ontario Government's Consumer information Guide and upon payment in full, a Certificate of Interment Rights. This Certificate of Interment Rights shall specify the name of the purchaser, the location, dimensions and capacity of the lot purchased the date of purchase, the sale price and the portion of the sale price set aside for the care and maintenance fund.

### **Memorialization:**

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

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

**Interment Rights Holder(s) request to remove memorialization:** 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).

### **PAYMENT TERMS**

Payment must be made to The Corporation of the Township of Muskoka Lakes before a burial can take place.

All funerals arriving at any cemetery later than 3:45 p.m. on weekdays will be subject to an extra overtime charge as set out in the List of Municipal Fees. Interments on Saturdays and Sundays and Statutory Holidays will be subject to this charge as well.

### **Cancellation of contract within 30 days**

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

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

### **Cancellation of contract after 30 Days**

Upon receiving written notice from the purchaser of the interment rights, after thirty (30) days of signing the interment rights contract, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must returned to the cemetery operator along with the written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

**Transfer of Interment Rights**

The Township of Muskoka Lakes permits the Interment Rights holder to transfer their interment rights to a third party, as long as the transfer is conducted through the Township of Muskoka Lakes and the purchaser meets the qualifications and requirements as outlined in the Township of Muskoka Lakes by-laws. The original Interment Rights Certificate that was issued to the interment rights holder(s), must be returned along with the written notice requesting the transfer. *A new Interment Rights Certificate will be issued to the third party Purchaser upon registration of the transfer.*

The resale of Interment Rights by the purchaser is prohibited. They must be sold back to the Corporation at the current market value, minus the amount paid into the care and maintenance fund in relation to those rights. The purchase of interment rights for the sole purpose of reselling the rights to make a profit is prohibited.

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

**Consumer Information Guide and cemetery price list:** By initialling below, the purchaser acknowledges receiving a copy of the the Ontario Government’s Consumer information Guide 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 and the Cemetery Price List.

I have reviewed the Contract’s terms and conditions and hereby confirm that the Interment Rights, and specified in this contract (including the attached payment schedule, if applicable) are complete and correct. I direct the operator to proceed with the sale of the Interment Rights, as identified in the contract in accordance with the cemetery by-laws which are now or at any time hereafter in force.

{ } I hereby acknowledge I have received and reviewed a copy of the cemetery’s by-laws.

The Terms and Conditions set out in this contract expire on (state period of time) unless executed by the purchaser and the operator. The contract date set out below is the date on which this contract is accepted by the operator.

I acknowledge having received a copy of this contract, and will assume full responsibility for payment of the total contract amount to the operator in accordance with the contract’s terms and conditions.

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted on behalf of The Corporation of the Township of Muskoka Lakes by:

Providers Name: \_\_\_\_\_

License #: 3287579

Providers Signature: \_\_\_\_\_

Personal information contained on this form is collected under the authority of the Funeral, Burial and Cremation Services Act, 2002, and will be used to determine eligibility of the sale of interment rights or cemetery supplies or services. Questions about this collection should be directed to:

The Clerk, Township of Muskoka Lakes,  
Box 129, Port Carling, Ontario, P0B 1J0, (Telephone 705-765-3156)



CERTIFICATE OF INTERMENT RIGHTS

Certificate Number <Certificate Number>

PURSUANT TO The Funeral, Burial and Cremation Service Act, 2002, Ontario Regulation 30/11, s.126

The Interment Rights Holder(s) listed below have the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder(s) Name: <Owner><Owner First Name> <Owner Middle Name> <Owner Last Name><Owner>

Address: <Owner Address1>, <Owner Address2>

City: <Owner City>, Province: <Owner Province/State>

Postal Code: <Owner Postal/Zip Code>

Cemetery Name: <Cemetery Name>, <Cemetery Address1>, <Cemetery City> 705-765-3156

Interment Right Location: <Site> <Site Name> </Site> Interment Right Type: \_\_\_\_\_

Price: <Site Price> Area: (<Site Length> X <Site Width>)

Care & Maintenance: <Care and Maintenance> Capacity Burials <Traditional Capacity>

Harmonized Sales Tax: <Tax1> Cremations <Cremation Capacity>

For regular cemetery lots, not more than one interment shall take place in a single lot, unless for the placing of cremated remains. Four cremated remains may be placed on/in a single lot or a lot already containing a casket. A casket interment may not be carried out in a lot which contains cremated remains. For cremation lots, not more than two cremated remains may be placed in a single lot.

For Columbarium Niches, there is a limit of two (2) cremation interments in each niche. Niches are of a standard inside size of eleven and one half inches by eleven and one half inches by eleven and one half inches (11 1/2" X 11 1/2" X 11 1/2").

The Township of Muskoka Lakes permits the Interment Rights holder to transfer their interment rights to a third party, as long as the transfer is conducted through the Township of Muskoka Lakes and the purchaser meets the qualifications and requirements as outlined in the Township of Muskoka Lakes by-laws. The original Interment Rights Certificate that was issued to the interment rights holder(s) must be returned along with the written notice requesting the transfer. A new Interment Rights Certificate will then be issued to the third party Purchaser upon receiving full payment and registration of the transfer.

The Purchaser by the acceptance of this Indenture indicates that the BY-LAW governing the operation of the Cemetery has 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 a part of this Indenture.

With respect to the erection or installation of markers, the Purchaser agrees to abide by By-Law 2013-021 of The Township of Muskoka Lakes, wherein restrictions on the erection or installation of markers are given, the By-Law is attached.

Signed this <Rights Transfer Effective Day> day of <Rights Transfer Effective Month>, <Rights Transfer Effective Year>

Cheryl Mortimer, Clerk

<Owner><Owner First Name> <Owner Last Name> <Owner Organization Name> </Owner>





## NOTICE OF PERMISSION FOR INTERMENT

I, HEREBY, GIVE MY PERMISSION FOR THE INTERMENT OF:

\_\_\_\_\_

FULL NAME AND LATE RESIDENCE ADDRESS

MAIDEN NAME \_\_\_\_\_

AGE \_\_\_\_\_

MALE OR FEMALE \_\_\_\_\_

CEMETERY \_\_\_\_\_

LOT NUMBER \_\_\_\_\_

TIME OF INTERMENT \_\_\_\_\_

TYPE OF INTERMENT \_\_\_\_\_

DATE OF INTERMENT DAY \_\_\_\_\_

MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

DATE OF DEATH \_\_\_\_\_

PLACE OF BIRTH \_\_\_\_\_

PLACE OF DEATH \_\_\_\_\_

MARITAL STATUS \_\_\_\_\_

OCCUPATION \_\_\_\_\_

RELIGION \_\_\_\_\_

CAUSE OF DEATH \_\_\_\_\_

NEXT OF KIN / CONTACT PERSON

NAME AND ADDRESS

PHONE NUMBER & EMAIL ADDRESS

PERSON GIVING PERMISSION FOR INTERMENT

(PLEASE PRINT)

RELATIONSHIP TO DECEASED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CLERGY \_\_\_\_\_

FUNERAL HOME \_\_\_\_\_

CREMATORIUM \_\_\_\_\_

COPY OF CERTIFICATE OF INTERMENT RIGHTS ATTACHED ( )

COPY OF BURIAL PERMIT OR CERTIFICATE OF CREMATION ATTACHED ( )

Personal information contained on this form is collected under the authority of The Funeral, Burial and Cremation Service Act, 2002, and will be used to allow for interments. Questions about this collection should be directed to the Clerk Administrator, Township of Muskoka Lakes, Box 129, Port Carling, Ontario, P0B 1J0, (Telephone 705-765-3156).

**CEMETERY PRICE LIST**  
**THE CORPORATION OF THE TOWNSHIP OF MUSKOKA LAKES**

**1. Sale of Interment Rights on Burial Lots and C&M (Care and Maintenance)**

**Resident of the Township of Muskoka Lakes**

Section	Lot Size	Cremation Lot	Price			HST	Total Sale
			Full Lot	C & M	2021 Price		
Foot's Bay	10' X 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
Glen Orchard	10' x 5' or 10' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
	5' x 5'	\$ 360.00		\$ 250.00	\$ 360.00	\$46.80	\$406.80
Milford Bay	10' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
Port Carling	5' x 5'	\$ 360.00		\$ 250.00	\$ 360.00	\$46.80	\$406.80
Torrance	10' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
	5' x 5'	\$ 360.00		\$ 250.00	\$ 360.00	\$46.80	\$406.80
Ufford	10' x 4' or 8' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
Ullswater	8' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00
Ziska	8' x 4'		\$ 600.00	\$ 250.00	\$ 600.00	\$78.00	\$678.00

**Non-Resident of the Township of Muskoka Lakes**

Section	Lot Size	Cremation Lot	Price			HST	Total Sale
			Full Lot	C & M	2021 Price		
Foot's Bay	10' X 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
Glen Orchard	10' x 5' or 10' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
	5' x 5'	\$ 550.00		\$ 250.00	\$ 550.00	\$ 71.50	\$ 621.50
Milford Bay	10' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
Port Carling	5' x 5'	\$ 550.00		\$ 250.00	\$ 550.00	\$ 71.50	\$ 621.50
Torrance	10' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
	5' x 5'	\$ 550.00		\$ 250.00	\$ 550.00	\$ 71.50	\$ 621.50
Ufford	10' x 4' or 8' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
Ullswater	8' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30
Ziska	8' x 4'		\$ 910.00	\$ 364.00	\$ 910.00	\$118.30	\$1028.30

**2. Sale of Interment Rights in Niche and C&M (Care and Maintenance)**

Level	Interment Rights	Care & Maintenance	2021 Price	HST	Total Sale
A	\$ 1035.00	\$ 155.25	\$ 1035.00	\$134.55	\$1169.55
B	\$ 1035.00	\$ 155.25	\$ 1035.00	\$134.55	\$1169.55
C	\$ 833.75	\$ 125.06	\$ 833.75	\$108.39	\$ 942.14
D	\$ 645.00	\$ 100.00	\$ 645.00	\$ 83.85	\$ 728.85

### 3. Marker/Monument Care and Maintenance

A Care and Maintenance fee will be collected prior to installation of a marker/monument.

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

### 4. Interment (Charge to open and close lot)

a.	Adult	\$500.00
b.	Child (up to the age of 12 years)	\$300.00
c.	Cremated remains	\$150.00

### 5. Extra Charges (for interment)

Interments for Adults, Children or Cremated Remains, on Saturdays or after 3:45 p.m. on weekdays shall be an additional charge of:	\$200.00
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### 6. Disinterment & Reinterment

a.	Disinterment and reinterment within the same cemetery	\$1150.00
b.	Disinterment and reinterment in another Township cemetery	\$1300.00
c.	Disinterment only (reinterment by others)	\$ 600.00

### 7. Transfer Fee \$100.00

Transfer fee to be \$100.00 per lot for all services and documents in connection with transfer of ownership of plot or lot and issuance of new Certificate of Interment Rights.

### 8. Corner Markers \$140.00

Installation of 6" x 6" x 4" corner markers by the Township, including supply:

**NOTE \*** All fees are subject to HST (Harmonized Sales Tax).

By-Law 2013-021 passed on March 13, 2015

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