

# **The Corporation of the Town of Parry Sound**

## **By-Law 2020 - 7066            The Cemetery By-law**

Being a by-law to establish the maintenance, management, regulation and control of Hillcrest Cemetery and Sylvan Acres Cemetery and to repeal By-law 2019-6952

WHEREAS the Corporation of the Town of Parry Sound has established the Hillcrest Cemetery upon those lands more particularly described as Part of Lot Number Twenty-seven in the Second Concession according to the survey of the Township of McDougall (and now forming part of the said Town), Lot 59 on the north-westerly side of William Street, Lots 25, 26, 27, 28 and 29 on the south side of Isabella Street to operate as a municipal cemetery; and

WHEREAS the Corporation of the Town of Parry Sound has established the Sylvan Acres Cemetery more particularly described as Part of Lot Number Nine in the Eleventh Concession according to the survey of the Township of McDougall to operate as a municipal cemetery; and

WHEREAS it is desirable and expedient to make provisions for the care and control of the said cemetery; and

WHEREAS Section 150 of Ontario Regulation 30/11 made under the Funeral Burial & Cremation Services Act, 2002 provides that the owner of every cemetery may pass by-laws affecting the operations of the cemetery; and

WHEREAS no such by-law comes into force or takes effect until it is filed with, and approved by the Registrar under the Funeral Burial & Cremation Services Act, 2002, Section 151 and

WHEREAS Section 8 of the Municipal Act S.O. 2001, Chap. C.25 provides that the Council of every municipal corporation may pass by-laws providing for the use by the

public of lands of which the corporation is the owner and for the regulation of such use and the protection of such lands:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF PARRY SOUND ENACTS AS FOLLOWS:

**1. DEFINITIONS:**

In this by-law:

- a) "Cemetery" means Hillcrest Cemetery or Sylvan Acres Cemetery;
- b) "Town" means the Corporation of the Town of Parry Sound;
- c) "Council" means the Council of the Corporation of the Town of Parry Sound;
- d) "Lot" means each individual parcel for which an Interment Rights Certificate has been issued and includes grave, burial site, crypt or compartment to be used for the purposes of burial of the bodies of deceased persons or the burial of ashes remaining from the cremation of the bodies of deceased persons. For example: an individual grave.
- e) "Plot or multiple lot" means two (2) or more lots, or burial sites in respect of which the rights to inter have been sold as a unit. For example: a 2 grave lot containing individual graves side by side and sold as a single Interment Right.
- f) "Columbarium" means a structure designed for the purpose of placing cremated human remains in a sealed compartment above ground.
- g) "Niche" means each individual unit for which an Interment Rights Certificate has been issued for a compartment within a columbarium unit.
- h) "Lead hand" means the Cemetery Lead hand or his/her designate;
- i) "Cemetery Administrative Clerk" means a member of the administration staff of the Town of Parry Sound that has been delegated responsibility for administration of Town cemeteries or her/his designated alternate.
- j) "Resident" for purposes of the purchase of Interment Rights means a resident of, or owner of property in, the Town of Parry Sound or of the Township of McDougall.

“Resident” for purposes of determining interment fees is based on the deceased’s usual place of residence as stated on the Statement of Death, Form 15 or on the Certificate of Cremation, or by ownership of property in Parry Sound or the Municipality of McDougall.

- k) “Act” shall mean the Funeral, Burial and Cremation Services Act, 2002, as amended and the Regulations thereto.
- l) "Care and Maintenance Fund": It is a requirement under the Funeral Burial & Cremation Services Act and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemeteries. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30-day cooling off period.
- m) “Personal Representative” shall mean an executor, executrix, administrator or administrator with will annexed, of the estate of a deceased individual or the attorney by power of attorney of a living individual.
- n) "Contract" shall mean that all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery administrative clerk have signed detailing the obligations of both parties, and acknowledging receipt and acceptance of the cemetery by-laws, a copy of the ["Consumer Information Guide / A Guide to Death Care in Ontario"](#) or a link to the electronic version of the document, found on the Bereavement Authority of Ontario's (BAO's) [website](#) and the Price List.

## **2. ADMINISTRATION:**

- (1) The Lead hand, other management personnel or his/her assistant shall:
  - a) observe and carry out all of the provisions of this By-law, the Act, 2002 and its Regulations, as may from time to time be amended;

- b) make, open and close all graves/ niches in the cemetery which may be required to be opened or closed and allow no other person to do so, except upon the express direction of Council;
  - c) attend all interments held in the cemetery and fill in/close all graves/niches immediately after interments;
  - d) attend to the regular and proper maintenance of the cemetery;
  - e) perform such other duties as Council may from time to time require;
- (2) The Lead hand, other management personnel or his/her assistant may delegate any responsibilities or duties to other cemetery staff.
- (3) By-Law Amendments: The cemetery shall be governed by these by-laws, and all procedures will comply with the FBSCA & O. Reg. 30/11 and 184/12, which may be amended periodically.
- (4) Provincial legislation Section 110 of O. Reg. 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.
- (5) Liability: The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, monument, marker, winter storage facility, buildings, or any other article that has been placed in relation to an interment right, save and except for direct loss or damage by gross negligence of the cemetery.
- (6) Right to Re-Survey: The cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape of size, or otherwise change all or any part of the cemetery, subject to approval from the appropriate authorities.

### **3. RULES AND REGULATIONS:**

The following rules and regulations are hereby adopted for the care and control of the cemetery:

- (1) No person shall enter the cemetery, save through an established entrance.

- (2) No person, except cemetery staff or peace officers shall enter or be within the cemetery grounds before 7:00 a.m., or after 10:00 p.m. Public visitation times are during daylight hours 7 days per week, year round. Winter maintenance is not performed within the cemeteries, entry is at the visitors' own risk.
- (3) No gratuities shall be given to any officer or employee of the cemetery, nor shall any reward be given for personal services or attention.
- (4) No motorized snow vehicles or off-road vehicles are permitted within the cemetery grounds. Bicycles and motorcycles are permitted only on designated roadways.
- (5) No person shall allow or permit any animal to enter or remain in the cemetery, excluding service animals.
- (6) No person shall carry refreshments upon, or consume refreshments on the cemetery ground, except cemetery staff.
- (7) No person shall bring any alcoholic beverage upon the cemetery ground.
- (8) No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles that may be provided for that purpose.
- (9) No person shall engage in soliciting of any kind in the cemetery.
- (10) No person shall operate a vehicle in excess of twenty-five kilometres per hour within the cemetery.
- (11) No person shall operate any vehicle under any circumstances, except on the roadways designated for vehicular traffic. Cemetery staff and monument placement contractors excepted. See Section 13 for regulations for contractors.
- (12) No person shall engage in any activity which may damage the monuments or cemetery grounds. (ie: baseball, tobogganing, hockey, horseplay).
- (13) No Hunting is allowed on cemetery property and no person shall bring into or discharge firearms in the cemeteries, except as may be authorized by the Lead hand or Cemetery Administrative Clerk in writing in connection with volleys at funeral services.

#### **4. SALE OF INTERMENT RIGHTS:**

Interment rights shall be sold, subject to the following conditions and no lot/niche shall be used for any purpose other than the burial of human remains.

(1) A cemetery lot may be purchased by executing a contract for purchase of interment rights signed by the purchaser or a personal representative of the deceased together with the payment of the purchase price set out in the Price List.

(2) Cancellation of Interment Rights purchase WITHIN 30-day cooling off period:

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

(3) Cancellation of Interment Rights purchase AFTER the 30-day cooling off period:

Upon receiving written notice from the purchaser of the interment rights, the cemetery clerk 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. If the cancellation is for purchase of a columbarium niche and the engraving on the door of the niche has already been completed no refund of the amount paid for engraving will be made. This refund will be made within thirty (30) days of receiving said notice. The interment rights certificate issued to the purchaser must be returned to the cemetery operator along with the written notice.

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

#### **5. CONDITIONS OF SALE:**

(1) The purchase price of an interment right shall be as set forth in the Price List.

(2) All payments may be made to the Town Office, 52 Seguin Street, Parry Sound, Ontario P2A 1B4, and the applicant shall receive a receipt for each payment.

(3) The applicant shall not be entitled to a Certificate of Interment Rights, until the purchase price is paid in full.

## **6. TRANSFER OF INTERMENT RIGHTS:**

(1) The resale of interment rights by the holder to a third party is prohibited.

(2) The purchaser may require, by written demand, that the cemetery repurchase the interment rights at any time before they are used.

This would mean the entire lot, not just a single grave or portion of the lot. Repurchase would be at the price listed on the price list at the date that notice is given, less the amount paid into the Care & Maintenance Fund in respect of the interment rights. Refund would be made within 30 days.

(3) A purchaser may gift, bequest or otherwise transfer interment rights, without consideration, to any other person by giving written notice of the transfer to the Town and by returning the original Certificate of Interment Rights to the Town. Upon receipt of the notice, the required transfer fee as set out in the Price list and the original Certificate of Interment Rights, the Town shall issue a new Certificate of Interment Rights to the Transferee. If the Interment Rights Holder has misplaced the original Certificate of Interment Right a replacement may be issued upon payment of the applicable fee as per the Price List, any subsequent transfer fee will also apply if the Interment Rights are being transferred.

(4) Further to 6.(3) any transfer of Interment Rights within Five (5) years of the original purchase date, or if it is deemed to be in an attempt to subvert the requirement for the payment of non-resident fees, shall be subject to the applicable transfer fee plus the difference between the Resident and Non Resident rate.

## **7. INTERMENTS:**

- (1) No interment shall take place without a Burial Permit issued by the Division Registrar under the Vital Statistics Act, R.S.O. 1990, c. V.4 for full interments or an original Certificate of Cremation signed by the Superintendent or designate, of the Crematorium for cremation interments.
- (2) No interment shall take place until the person making the arrangements for the interment has complied with the by-laws, rules and regulations relative to burials. Persons making arrangements for interments shall be responsible for all charges incurred by way of entering an Interment/Services Contract. Such arrangements may be made by telephone, but a signed faxed or scanned copy of the Interment/Service Contract must be received by the cemetery administrative clerk before the interment may take place. In the event the person making the arrangements for interment is not the interment rights holder a Letter of Permission to Bury must also be completed, signed and dated by all known interment rights holders and forwarded to the cemetery administrative clerk. Evidence satisfactory to the cemetery administrative clerk of the ownership of the Interment Rights may be necessary to assist in determining proper authority to request interments.
- (3) The Lead hand shall not make any grave on any lot unless directed to do so by the Cemetery Administrative Clerk by way of either;
  - a) a contract respecting the purchase of Interment Rights and/or opening and closing charges, duly executed by the person responsible for the payment of the purchase price and opening charges as per Item 7(2);
  - b) for indigent burials, a warrant indicating that the District Welfare Administrator shall be responsible for all costs of such burial; or subject to the legislation pertinent to the municipality under the Public Hospitals Act or the Anatomy Act whichever pertains to the indigent.
- (4) When the opening of a grave is required, not less than eight (8) working hours notice of such requirement shall be given to the Lead hand by the Cemetery



Administrative Clerk. For the purpose of the section, Saturdays, Sundays and holidays shall not be considered in determining working hours.

(5) All funerals within the cemetery shall be under the direction of the Lead hand or his/her designate. Times of interment shall not be deemed to be set until confirmed by the Lead hand or designate with the Cemetery Administrative Clerk. Except pursuant to an order of the Regional Medical Officer of Health, no interment shall be made in the cemetery on any Saturday afternoon, Sunday, New Year's Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day; these days being set aside for visiting the cemetery.

(6) The Lead hand may use single grave lots at Sylvan Acres Cemetery - for single depth burials of indigents upon receiving written order from the District Welfare Administrator to that effect or per the applicable legislation noted in 3 (b), or an in-ground cremation lot at Sylvan Acres, as determined by the Administrative Clerk, or interment in another cemetery subject to the deceased's known wishes.

(7) The Town shall not be held responsible for errors in the location of graves on lots arising from the improper instructions of interment rights holders or their representatives. For the purpose of this sub-section, an order from a Funeral Director shall be deemed to be an order from an owner.

(8) In those cases where an interment rights holder chooses to have the first burial in an adult grave at sufficient double depth to facilitate a future standard depth burial above the deep burial, the interment rights holder has determined that it is preferable, and chooses, to purchase a vault or a crypt as opposed to purchasing a second grave which would accommodate the second full casket burial. Prior to 2006 burials at double depth in steel caskets were permitted, therefore burial of a casket at standard depth above a steel casket will be allowed in these instances only. In the case of burial of an infant a fibreglass casket is acceptable at standard depth only; due to lot sizes infant caskets may not be interred across the head or foot of a grave.

(9) Each full single grave may have a total of 6 (six) interments, this being a combination of casket & cremation (ash) burials, with a maximum of 2 caskets, 1 at

double depth which is recommended to be enclosed in a crypt or vault to preserve the integrity of the deceased at the lower level, but this vault or crypt is not mandated as per the FBSCA Section 38.1, and 1 at standard depth and 4 cremations OR 1 casket and 5 cremations OR 6 cremations. If a rights holder chooses not to utilize a vault or a crypt to facilitate a double depth burial, then the interment options for use of the single grave are: 1 casket at standard depth and 5 cremations OR 6 cremations.

(10) No interment equipment except that approved by the Town shall be used, except as noted in sub-section 13 below.

(11) No grave or niche shall be opened or closed except by cemetery staff.

(12) No elevated mounds shall be built over graves and no lot shall be filled above the grade established for the cemetery.

(13) When full size interments are required all funeral homes shall be responsible for the supply and operation of lowering devices and artificial grass, whether owned by the funeral home or leased from a supplier by the funeral home.

(14) If, for any valid reason, the Lead hand determines that a burial cannot be made on the day of the funeral, he may direct that the body be placed in temporary entombment and the burial shall be made as soon after the day of the funeral as conditions permit. For such service, no charge shall be made for the use of the storage facility.

(15) Temporary entombment may be made in the storage facility during the winter season (November 15th to May 15th), dependent on the weather. No entombments shall be permitted however, unless embalming has been done or a hermetically sealed container is used. Committal services may be held in the Chapel.

Persons dying from contagious disease that are not embalmed or as identified in the Communicable Disease Ontario Regulation 501/17, as amended from time to time, are not receivable in the storage facility. Such remains shall only be interred during the regular burial season and when a hermetically sealed container and/or an outer

container, satisfactory to the Town of Parry Sound as directed by the Medical Officer of Health are used and shall not be disinterred, except as provided for in the Act.

(16) Grave side services and interments shall be permitted only on Monday to Friday between 8:00 am and 4:00 pm and on Saturday between 9:00 am and 12 noon, subject to lead hand or designate availability, between the 15th day of April and the 15th day of November of each year, weather permitting. These dates may be extended, weather permitting, with the Lead hand agreement. Interments performed on Saturday mornings, or after 3:00 pm for cremation interments OR after 2:00 pm for casket interments Monday to Friday, will be subject to the applicable additional fee in accordance with the Price List.

(17) Spring interments, the burial of those deceased who passed during the winter months and have been in temporary entombment, will only be performed Tuesday to Friday. Spring interments will not be performed on Saturday mornings.

## **8. IN GROUND CREMATED REMAINS / ASH BURIALS:**

All regulations stated in Section 7. of this by-law (except item 7 subsections 6,8,9,13, 14, 15 & 17) pertain to this section plus the following:

(1) No ashes remaining from the cremation of bodies of deceased persons shall be disposed of in the cemetery except in accordance with the provision of this By-law. The co-mingling (the mixing of the cremated remains of two (2) or more persons) of ashes is allowed only if a certificate of cremation is received for each deceased person and the applicable fee(s) paid.

(2) Ashes remaining from the cremation of a body of a deceased person may be buried upon a lot purchased for such purpose.

(3) In those cases where a body has been buried in an adult grave at sufficient depth, ashes remaining from the cremation of the body of a deceased person may be buried upon such grave, and more than one ash burial shall be permitted in any lot, to a maximum of six (6) interments total, this being a combination of casket and ash burials.

If the cremated remains must be removed in order for the burial of a casket to take place a disinterment fee for each cremated remains moved will apply.

(4) Ashes remaining from the cremation of the body of a deceased person may be buried in any lot. If said lot may be considered for future casket burial then the cremated remains must be enclosed in a non breakable, non decomposing container. If the interred cremated remains are not enclosed in a non breakable, non decomposing container right is forfeited for future casket interments.

(5) A maximum of four (4) cremated remains / ash burials interments shall be permitted in a cremation lot with each container to be a maximum of 11" x 11" to accommodate four (4) ash burials in the 24" x 24" cremation lot.

## **9. COLUMBARIUM NICHES:**

Naming:

Hillcrest Cemetery - Columbarium A, B and C

Sylvan Acres Cemetery - Columbarium Whitetail Deer

All regulations stated in Section 7. of this by-law (except item 7 subsections 6,8,9,13, 14, 15 & 17) pertain to this section plus the following:

(1) A maximum of two (2) cremated remains / ash interments shall be permitted in a columbarium cremation niche to fit within the 12" x 12" x 12" inner dimensions at Hillcrest Cemetery and within the 12.5" x 12.5" x 14" inner dimensions at Sylvan Acres Cemetery.

(2) Only the Town may open and seal niches for interments. This applies to all parts of the columbarium unit.

(3) To ensure quality control, uniformity, and standard of workmanship, only the Town shall cause to inscribe all niche fronts. The lettering is one inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. Lettering, with a limit

of 18 characters per line (including spaces) with a maximum of 7 lines. All dates will be in this format only (1930–2014).

(4) The engraving fee paid in the initial purchase price is for the initial engraving of up to 7 lines plus one additional engraving of up to 9 numbers. Any additions to this will be at the expense of the interment rights holder or representative.

(5) No plaques, vases, adornments or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed and disposed of without notification and at the expense of the Interment Rights Holder.

(6) No articles are permitted in or around the ground in the vicinity of the columbarium. Any such article shall be removed and disposed of without notification.

(7) No person, other than employees or contractors of the Town shall remove or alter niche fronts.

#### **10. DISINTERMENTS:**

(1) The disinterment of a body, once properly interred, shall not be made without an order signed by the Medical Officer of Health and the Interment Rights Holder and/or next of kin. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. Disinterment of cremated remains is arranged through the Cemetery Administrative Clerk and is not subject to approval by the Medical Officer of Health.

(2) All full casket disinterments shall occur in the presence of an Inspector of the Medical Officer of Health and the Lead hand or his designate and the requirements of the Act, 2002, and regulations thereunder shall be observed.

(3) Disinterments will be made by arrangement with the Lead hand through the Cemetery Administration Clerk.

(4) If the burial was made in other than a permanent outer casing, a new outer case must be supplied upon the recommendation of the Medical Officer of Health.

- (5) Any markers or monuments designating the location of an interment shall be removed at minimum twenty-four hours prior to the time of disinterment by a designated monument company as directed by the owner or someone designated by him/her.
- (6) The charge for disinterments shall be as set forth in the Price List.
- (7) 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.

#### **11. LOT DECORATIONS:**

- (1) Lot decorations shall be deemed to include all structures, ornaments, candles, plantings or other embellishments, with the exception of headstones, monuments and markers which are placed on cemetery lots with the intention of improving their appearance. Because certain types of individual lot decorations are not in harmony with the development of the cemetery as a whole, or because they may intensify maintenance problems, no lot decorations shall be permitted except in accordance with the following rules with regard to the decoration of cemetery lots:
  - a) No lot decorations permitted by this by-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.
  - b) Copings, fences, curbs, benches, steps, structures of wood and containers wholly or partially of glass, solar lights, or other equally perishable and destructible materials, are prohibited.
  - c) Floral tributes are permitted if placed on a grave at the time of a funeral and shall be removed from plots by cemetery staff as soon as they become unsightly.
  - d) Flower beds are permitted provided they do not exceed the width of the monument and are contained in a concrete border or are contained within a UV resistant vinyl flower box. Flower beds/boxes must be weeded and maintained by the lot owner. All requests for flower beds must be given to the Lead hand. Flower beds will be no wider than fourteen (14) inches out from the front of the

monument and no wider than the monument. In the event of an interment these beds/boxes are the responsibility of the lot owner to replace if desired.

- e) Only one artificial or fresh wreath on a three-point stand, or one saddle style arrangement, or one artificial or fresh flower arrangement in a container suspended by a shepherd's crook, shall be permitted on any single lot from May 1st - October 15th. No other ground decorations are permitted unless placed within a maintained flower bed or flower box as depicted in (d) above, which shall be placed at the head end of the grave. If the wreaths or arrangements suspended by a shepherd's crook have not been removed by October 15th the Lead hand, or his/her designate at the direction of the Director of Public Works, as soon as practical, will inspect each arrangement. If the Lead hand, or designate, at their discretion, determines the arrangement is unsightly or past its prime the arrangement shall be discarded. A definition of unsightly or past its prime for this purpose would be if the artificial flowers are faded, the flowers are coming loose and blowing away leaving only a partial arrangement, if the container is broken, if any the metal parts, if applicable, are rusting. Saddle style arrangements will be left attached to the top of the monuments year-round as long as they are in good condition, as soon as they are determined to be unsightly or past their prime, they too shall be discarded.
- f) Only one wreath or flower arrangement will be permitted on any single lot to mark special occasions which fall after October 15th. e.g. Remembrance Day, Christmas, Easter, etc. Such decorations must be removed within 30 days of placing them. If they are not removed within 30 days, they will be considered abandoned and shall be disposed of by cemetery staff.
- g) Columbarium Niches - No plaques, vases, adornments or emblems affixed to the columbarium or individual niches are permitted. Any such items shall be removed and disposed of without notification and at the expense of the Interment Rights Holder. No articles are permitted in or around the ground in the vicinity of the columbarium. Any such article shall be removed and disposed of without notification.

(2) Planting of trees and shrubs is permitted but may only be undertaken under the direction of the Director of Public Works, Lead hand or designate. Only ornamental shrubs of dwarf nursery stock are allowed. Rose bushes are not permitted. Once planted, trees and shrubs become the property of the Town of Parry Sound at the cemetery.

(3) In order to preserve the appearance of the grounds, any trees, tree limbs, shrubs, artificial wreaths and flowers may be removed or pruned by the Leadhand or designate. Grading, seeding, sodding, top dressing, fertilizing and watering of lots, sodding, seeding and covering of graves shall be done by the Lead hand or cemetery staff only.

(4) The Town shall not be responsible for any damages to lots and structures, or objects thereon, other than for damage knowingly caused by Town cemetery staff. The Town shall not be responsible for flowers or articles removed from any lot or grave.

## **12. MARKERS AND MONUMENTS:**

(1) All monuments, headstones and markers of any kind erected in the cemetery shall be constructed of granite or shall consist of a bronze plate anchored in a concrete slab or granite foundation. All structures of any other kind of material are prohibited. Only established monument/marker companies may supply and install monuments or markers; individual or homemade markers /monuments are not allowed.

(2) Every marker shall be flush with the ground and shall be positioned in a location approved by the Lead hand.

(3) No marker shall be placed upon a lot unless the purchase price and any other outstanding charges for such lot have been paid in full.

(4) All markers shall be of a uniform thickness of not less than four inches (4") and must be set so that the top is flush with the level of the ground.



(5) Where, in accordance with sub-sections 7. (9), and 8.(3), there is more than one burial in a grave , then there shall be no more than one monument and two markers or three markers on that grave.

(6) On any adult single grave plot, a marker shall not exceed thirty inches (30") in width by twenty inches (20") in length, including the cement border.

(7) On any multiple grave lot, no marker shall exceed forty-eight inches (48") in width by twenty inches (20") in length, including the cement border.

(8) All markers shall be delivered to a location designated by the Lead hand, to be set in place by the supplier.

(9) In the ash burial or cremation section of the cemetery only bronze or granite flat markers shall be permitted, subject to the following conditions:

a) A bronze marker shall be a maximum of twelve inches (12") by twelve inches (12") in size on a granite or concrete base.

b) All bronze markers shall be installed in the centre of the lot and shall be set in a square cement border of not less than four inches (4") in thickness and shall be laid with the surface of the marker flush to the ground.

c) In the ash burial or cremation section, all granite markers shall be installed in the centre of the lot and shall be laid with the surface of the marker flush to the ground and granite markers shall be maximum sixteen inches (16") x maximum sixteen inches (16") and shall be at least four inches (4") in thickness.

(10) On the columbarium units to ensure quality control, uniformity and standard of workmanship, only the Town shall cause to inscribe all niche fronts. No person, other than employees or contractors of the Town, shall remove or alter niche fronts. The lettering is one inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. Lettering, with a limit of 18 characters per line (including spaces) with a maximum of 7 lines. All dates will be in this format only (1930–2014).

(11) All monuments shall be placed at the centre of the head end of a lot except where the alignment of existing nearby monuments justifies another location as

approved by the Lead hand. No monument shall be erected on any lot in sections designated as flush marker sections. Approval of the location, by receipt of payment of the applicable staking order fee as shown on the Price List, and subsequent staking, must be obtained from the Lead hand before a monument is set.

(12) Markers set in a concrete base will not be removed to accommodate the interment of cremated remains.

(13) No monument may be set until the monument care and maintenance charges have been paid in full.

(14) No monument shall encroach on any adjoining lot.

(15) No monument over twelve inches (12") in height shall be erected upon any lot unless the sub-base thereof is of uniform thickness, to a minimum of seven feet (7') in depth of solid cement, no other materials allowed, and the foundation is to the satisfaction of the Lead hand.

(16) A pillow is a monument. No foundation is required as long as the total height of the combined pillow and base does not exceed 12" (twelve inches) in height.

(17) No monument, including the base, shall exceed four feet (4') in height and the width or thickness must be a minimum of six inches (6") and a maximum of eight inches (8").

(18) On a single grave lot, the base of a monument shall not exceed thirty inches (30") in width.

(19) On a multiple grave lot, the base of a monument shall not exceed five feet (5') or 60" in width.

(20) The front to back measurement of monuments and pillows will not exceed 20" (twenty inches), this to ensure the monument does not encroach on the space designated for the burial.

(21) Any person engaged in placing or removing a monument shall provide planking adequate to protect the cemetery turf and shall remove materials and equipment

immediately upon completion of the work so that the site is left in a clean, orderly condition.

### **13.REGULATIONS FOR CONTRACTORS & WORKERS:**

(1) All contractors performing work in a cemetery are required to produce evidence of public liability and property damage insurance in an amount not less than five million dollars (\$5,000,000).

(2) All contractors performing work in a cemetery shall be required to produce evidence of good standing with WSIB. (2019 - H.R. does this internally)

(3) All contractors and workers in any capacity within the cemetery including masons, carters, stonecutters, erectors or helpers are subject to the direction and control of the Lead hand and are further governed by the Occupational Health & Safety Act and Regulations with respect to proper safety wear. CSA approved "green patch" safety boots must be worn at all times and additional personal protective equipment must be worn when the work requires it in accordance with the Occupational Health & Safety Act and Regulations thereto.

(4) Contractors shall lay planks on the in ground lots and paths over which transport is required and at the request of the Lead hand shall utilize a cart or dolly to prevent damage. Damage determined to be caused by contractors shall be rectified by the cemetery at the expense of the contractor.

(5) All persons performing work in the cemetery shall conduct themselves in a manner in keeping with the dignity of the cemetery and shall respect any restrictions or regulations which may be required by the Town in the performance of their work.

### **14.COMPLAINTS:**

(1) Any person having occasion to make any complaint shall make it to the Cemetery Administration Clerk or her/his designated alternate at the Town Office, and not to an employee on the cemetery grounds.

(2) Any decision of the Lead hand made pursuant to this by-law may be appealed to the Council or a Committee of Council designated by resolution for the purpose of affording persons an opportunity to be heard in the place and stead of Council.

**15. PRICE LIST:**

(1) Subject to the Funeral, Burial & Cremation Services Act, 2002, and the regulations made thereunder, the Council shall adopt a Price List to regulate the fees and charges to be paid by persons purchasing lots in the said cemetery or requiring services to be performed therein. Such Price List may be amended by by-law of the Council as it, from to time, deems fit. Prices on the Price List are adjusted by the October CPI for the following calendar year.

**16. CONTRACTS AND CERTIFICATES OF INTERMENT:**

The Cemetery Administrative Clerk or her/his designated alternate is hereby authorized to execute on behalf of the Town the Contracts for Purchase of Interment Rights, the Certificate of Interment Rights and the Purchase of Services.

**17. PENALTIES:**

(1) 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 of not more than Five Thousand Dollars (\$5,000.00) as provided for in the Provincial Offences Act, R.S.O. 1990, c.P.33.

**18. EFFECTIVE DATE:**

(1) This By-law shall come into force and takes effect on the date of final passing, or the date approval is received from the Registrar of the Bereavement Authority of Ontario;

(2) By-law 2019-6952 is hereby repealed upon the effective date of this by-law.

**APPROVAL RECEIVED FROM THE BEREAVEMENT AUTHORITY OF ONTARIO  
SEPTEMBER 23, 2020**

READ a FIRST time, this 1st day of September 2020

Doug McCann

Rebecca Johnson

Deputy Mayor

Clerk

READ a SECOND and THIRD time, PASSED, SIGNED, and SEALED this 1st day of September 2020

Doug McCann

Rebecca Johnson

Deputy Mayor

Clerk

Attached to this by-law are the following Schedules:

A - Contract for Purchase of Interment Rights

B - Certificate of Interment Rights

C - Price List

D - Interment / Services Contract

E - Letter of Permission to Bury

F - Burials Permitted per Single Grave, Cremation Lot & Cremation Niche

Town of Parry Sound, 52 Seguin St, Parry Sound, On P2A 1B4 705 746-2101  
Administrative Clerk - ext. 214

Cemetery Operator License # 3293733

Hillcrest Cemetery (#03139) 110 William St, Parry Sound

Sylvan Acres Cemetery (#03114) 65 Hurdville Rd., McDougall

## **Schedule "A"**

### **CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

Certificate # \_\_\_\_\_

REGISTERED OWNER(S) / INTERMENT RIGHTS HOLDER(S):

name \_\_\_\_\_

address \_\_\_\_\_

address \_\_\_\_\_

Phone # \_\_\_\_\_

Interment Rights Holder(s): The Interment Rights Holder(s) listed above have the right to direct/consent to the burial(s), and memorialization associated with the Interment Rights in conjunction with the Cemetery By-laws.

Date of Purchase: \_\_\_\_\_

Funeral Director/Transfer Service: (if applicable)

#### *SERVICES/SUPPLIES*

CEMETERY: \_\_\_\_\_

LOT DESCRIPTION: \_\_\_\_\_

Land (Number of Spaces): \_\_\_\_\_ ie" single grave 3'6"x10'

Price Of Plot: \* \_\_\_\_\_

Amount to Care & Maintenance: \_\_\_\_\_

H.S.T. \_\_\_\_\_

BALANCE: \_\_\_\_\_

\*Repurchase price after 30 day cooling off period: \*interment rights only / may include the niche engraving fee if engraving has not been completed.

OR

\*Due to utilizing the interment rights immediately for an at need burial we/I agree to waive the right to the standard 30 day cooling off period (purchaser to initial if waiving)

\_\_\_\_\_

It is agreed between the parties that this contract is subject to the By-Laws of HILLCREST CEMETERY/SYLVAN ACRES CEMETERY and the purchaser hereby acknowledges receipt of a copy of the By-Laws of HILLCREST CEMETERY/SYLVAN ACRES CEMETERY and the "Conditions of Contract" attached have been read and understood.

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

(Signature of Purchaser)

CEMETERY REPRESENTATIVE: \_\_\_\_\_

(Signature of Cemetery Administrative Clerk or her/his designate)



## CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Full Burial Lots: 40% of the purchase price or \$250.00, whichever is greater

Cremation Lots: 40% of the purchase price or \$150.00, whichever is greater

Cremation Niches: 15% of the purchase price or \$100.00, whichever is greater

See Schedule "C" Price List for exact amounts.

### CONTRIBUTIONS TO CARE AND MAINTENANCE FUND FOR MARKERS AND MONUMENTS

	FEE	HST	TOTAL
1. Flat marker under 1,116.13 square centimetres (173 sq. in) flush with ground	\$ 0	\$ 0	\$0
2. Flat marker over 1,116.13 square centimetres (173 sq. in) flush with ground	\$ 50.00	\$ 6.50	\$ 56.50
3. Pillow marker over 1,116.13 square centimetres (173 sq. in) on pad above ground, sloped or flat, including base	\$100.00	\$13.00	\$113.00
4. Upright monument up to 1.22 metres (4 ft.) in width and 1.22 metres (4 ft.) in height, including base	\$100.00	\$13.00	\$113.00
5. Upright monument over 1.22 metres (4 ft. in) width and 1.22 metres (4 ft.) in height, including base	\$200.00	\$26.00	\$226.00

## **A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:**

- The right of the purchaser, by written demand, to request the cemetery owner to repurchase the rights before they are used or exercised.
- The cemetery owner shall repurchase the interment right within thirty days from the date the written demand was received.
- The repurchase price of the interment rights shall be determined by the current value for the rights less the amount the cemetery owner paid into the Care and Maintenance fund in respect of the interment rights and less the amount for niche engraving if engraving has already been completed, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- The private resale of interment rights by the purchaser is prohibited.
- In accordance with the By-Laws of the cemetery, the following restrictions on the exercising of the interment rights are outlined under Items 7. and 8. of the Cemetery By-law and amendments thereto.
- In exercising the interment rights contracted herein, the following documents are required: see Item 7.(1) of the Cemetery By-law and amendments thereto.
- In accordance with the by-Laws of the cemetery the following restrictions or requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: see Item 3. Rules and Regulations of the Cemetery By-law and amendments thereto.
- If a purchaser transfers an interment right, the purchaser shall give written notice of the transfer to the cemetery owner and return the original certificate of interment rights to the cemetery owner. The cemetery owner shall then issue a new certificate of interment rights to the transferee upon payment of the applicable transfer fee. If the original certificate of interment rights has been misplaced the cemetery owner will issue a duplicate certificate of interment rights upon payment of the applicable fee.

In accordance with the By-laws of the cemetery, the following restrictions on the transfer of interment rights apply: see Item 6 of the Cemetery By-law and amendments thereto.

The certificate of interment rights shall not be issued until the interment rights have been paid for in full.

Interment Rights Capacity - single grave - 6 interments – combination of casket(s) & cremations OR cremation lot – maximum 4 cremations see Item 7 (9) OR Cremation Niche – maximum 2 cremations to fit within the 12”x12” niche – see Item 9(1).

Memorialization Permitted: Per single grave - 1 upright monument and 2 flat markers OR 3 flat markers, see Item 11 (5). Per Cremation grave – 1 flat marker – maximum 16x16, see Item 11 (9). Per Cremation niche – lettering as outlined in Item 9(3).

Schedule B next page

Town of Parry Sound, 52 Seguin St, Parry Sound, On P2A 1B4 705 746-2101  
Administrative Clerk - ext. 214

Cemetery Operator License # 3293733

Hillcrest Cemetery (#03139) 110 William St, Parry Sound

Sylvan Acres Cemetery (#03114) 65 Hurdville Rd., McDougall

## **Schedule “B”**

# **CERTIFICATE OF INTERMENT RIGHTS**

Certificate No: \_\_\_\_\_

Pursuant to the Funeral, Burial & Cremation Services Act, 2002 and Regulations and all amendments thereto, BETWEEN:

The Corporation of the Town of Parry Sound, a body licensed under the laws of the Province of Ontario, having its head office at Parry Sound, Ontario, hereinafter called “The Cemetery Owner”

AND: \_\_\_\_\_

(hereinafter called “The Purchaser”)

In consideration of the sum of (\$ \_\_\_\_\_ ) receipt of which is hereby acknowledged, and which includes the sum (\$ \_\_\_\_\_ ) Dollars for Care and Maintenance, the Cemetery Owner agrees to assign to the Purchaser the Burial or Interment Rights in Hillcrest or Sylvan Acres Cemetery as follows:

CEMETERY: \_\_\_\_\_ Cemetery,

\_\_address\_\_\_\_\_.

LOT DESCRIPTION: (ie: Range 5 – Row A – Lot 01-grave A

Area: ie: single grave 3'6"x10' OR cremation lot 24" x 24" OR columbarium niche as shown on the plan of Hillcrest or Sylvan Acres Cemetery approved by the Ministry of Consumer and Commercial Relations.

*Interment Rights Capacity:* see Item 7 (9)

single grave - 6 interments – combination of casket(s) & cremations

OR cremation lot – maximum 4 cremations

OR Columbarium niche – maximum 2 cremations

*Memorialization Permitted:*

Single grave - 1 upright monument and 2 flat markers OR 3 flat markers, see Item 11 (5)

Cremation grave – 1 flat marker – maximum 16x16, see Item 11 (9)

Columbarium Niche - The lettering is one inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. Lettering, with a limit of 18 characters per line (including spaces) with a maximum of 7 lines. All dates will be in this format only (1930–2014).

DATE OF PURCHASE:

The Purchaser, by acceptance of this indenture indicates that the By-Laws governing the operation of the cemetery have been received and read and agrees to be guided by the said by-laws as well as the provisions of the Funeral, Burial & Cremation Services Act, 2002 as if these were included as part of this indenture.

The Purchaser 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 as per the stipulations within the by-law.

With respect to the erection or installation of markers the Purchaser, agrees to abide by the by-laws of Hillcrest Cemetery or Sylvan Acres Cemetery, wherein restrictions on the erection or installation of markers are given and by which by-laws are attached hereto.

The Purchaser acknowledges receipt of the either a hard copy of the Consumer Information Guide aka A Guide to Death Care in Ontario, or a link to the electronic version of the document, found on the Bereavement Authority of Ontario's (BAO's) [website](#).

In WITNESS whereof The Corporation of the Town of Parry Sound has affixed its signature this        day of                    in the year \_\_\_\_\_.

ORDERED BY: \_\_\_\_\_  
(Signature of Purchaser)

CEMETERY REPRESENTATIVE: \_\_\_\_\_  
(Signature of Cemetery Administrative Clerk or her/his designate)

Schedule C next page

# Schedule "C" Cemetery Price List – January 1, 2022

Cemetery Operator License # 3293733

Hillcrest Cemetery (#03139) 110 William St, Parry Sound

Sylvan Acres Cemetery (#03114) 65 Hurdville Rd., McDougall

1. Prices are adjusted by the October CPI for the following calendar year.
2. (Price increase January 1, 2022 by October 2020 Ontario CPI of 4.9%)
3. Prices are shown for Residents & Non Residents.
4. - Residents for purposes of the Sale of Interment Rights are those persons who reside in; or own property in; the Town of Parry Sound or the Township of McDougall.
5. - Residents for purposes of charging interment fees are determined by the deceased's usual place of residence on the Statement of Death, Form 15 or the Certificate of Cremation, or by ownership of property in the Town of Parry Sound or the Municipality of McDougall.
6. The following Trusting Provisions are in effect and are shown as the Care & Maintenance Fund as prescribed by the Funeral, Burial & Cremation Service Act, 2002 and Regulations:
  - a) for graves that are 2.23 sq. metres or 24 sq. feet or larger, the greater of 40% of the price of the interment rights fee and \$290.00
  - b) for graves smaller than 2.23 sq. metres or 24 sq. feet, the greater of 40% of the price of the interment rights fee and \$175.00
  - c) for columbarium niches the greater of 15 % of the price of the interment rights fee and \$165.00

## Sale of Interment Rights

Please refer to the cemetery by-law in its entirety for complete rules & regulations.

Each single grave may have a total of 6 interments, this being a combination of caskets & cremations, a maximum of 2 caskets, 1 at double depth in a crypt or vault and 1 at standard depth and 4 cremations OR 1 casket and 5 cremations OR 6 cremations.

2 graves are double the above numbers as 4 graves would be quadrupled the above numbers.

Each cremation plot may have a total of 4 interments.

Each columbarium niche may have a total of 2 interments.

**Please refer to the applicable pricing chart - resident or non-resident**

<b>Residents</b>					
	Interment Rights	Care & Maintenance	Engraving	HST	Total
Single Grave	\$487.24	\$290.00	N/A	\$101.04	\$878.28
Two Graves	\$976.12	\$390.45	N/A	\$177.66	\$1,544.23
Four Graves	\$1,756.18	\$702.47	N/A	\$319.62	\$2,778.27
Cremation Grave	\$245.61	\$175.00	N/A	\$54.68	\$475.29
Columbarium Niche - Tall					
Tall - Row A	\$1,172.68	\$175.90	\$586.50	\$251.57	\$2,186.65
Tall - Row B	\$1,172.68	\$175.90	\$586.50	\$251.57	\$2,186.65
Tall - Row C	\$1,042.65	\$165.00	\$586.50	\$233.24	\$2,027.39
Tall - Row D	\$901.71	\$165.00	\$586.50	\$214.92	\$1,868.13



<b>Residents</b>					
	Interment Rights	Care & Maintenance	Engraving	HST	Total
Columbarium Niche - Short					
Short - Row C	\$1,042.65	\$165.00	\$586.50	\$233.24	\$2,027.39
Short - Row D	\$901.71	\$165.00	\$586.50	\$214.92	\$1,868.13

See below for Non – Resident chart

<b>Non Residents</b>					
	Interment Rights	Care & Maintenance	Engraving	HST	Total
Single Grave	\$976.12	\$390.45	N/A	\$177.66	\$1,544.23
Two Graves	\$1,976.02	\$790.41	N/A	\$359.63	\$3,126.06
Four Graves	\$3,512.13	\$1,404.85	N/A	\$639.21	\$5,556.19
Cremation Grave	\$487.24	\$194.89	N/A	\$888.68	\$770.81
Columbarium Niche - Tall					
Tall - Row A	\$2,338.87	\$350.83	\$586.50	\$425.91	\$3,702.11
Tall - Row B	\$2,338.87	\$350.83	\$586.50	\$425.91	\$3,702.11
Tall - Row C	\$2,085.31	\$312.80	\$586.50	\$388.00	\$3,372.61
Tall - Row D	\$1,824.77	\$273.72	\$586.50	\$349.05	\$3,034.04

<b>Non Residents</b>					
	Interment Rights	Care & Maintenance	Engraving	HST	Total
Columbarium Niche - Short					
Short - Row C	\$2,085.31	\$312.80	\$586.50	\$388.00	\$3,372.61
Short - Row D	\$1,824.77	\$273.72	\$586.50	\$349.05	\$3,034.04

### Interment (Opening & Closing) Fees

1. All interments are subject to a licence fee of \$12.00 (hst exempt) which will be remitted to the Bereavement Authority of Ontario.
2. Winter Burials – see below
3. Interments will be performed - Monday to Friday 8:00am – 4:00pm and Saturday 8:00 am – 12noon, April 15th to November 15th; subject to extension, weather permitting.
4. Spring Interments will be performed Tuesday to Friday 8:00 am - 4:00 pm, after April 15th, weather permitting, and before May 15th, weather permitting.
5. Additional fees outlined below apply after 2:00 pm or 3:00pm weekdays & on Saturday mornings.
6. Vault charge = temporary entombment of caskets – November 15th –May15th.
7. Chapel at Hillcrest Cemetery is available for committal services.

## Interment Fees

<b>Residents</b>				
	Fee	HST	BAO	Total
Child to 5 Years	\$258.95	\$33.66	\$12.00	\$304.61
Stillborn Infant	\$236.81	\$30.79	\$12.00	\$279.60
Adult	\$591.12	\$76.85	\$12.00	\$679.97
Cremated Remains in Ground	\$236.81	\$30.79	\$12.00	\$279.60
Cremated Remains in Niche	\$177.70	\$23.10	\$12.00	\$212.80
Winter Burial	See Below			
Storage – Winter Only	\$216.30	\$28.12		\$244.42
Chapel Use	\$89.14	\$11.59		\$100.73
After 3:00 PM Surcharge for cremation interments OR After 2:00 PM Surcharge for casket interments	\$147.62 per hour	\$19.19 per hour		\$166.81 per hour
Saturday Surcharge - Cremation	\$317.85	\$41.32		\$359.17
Saturday Surcharge - Casket	\$635.69	\$82.64		\$718.33

Non Resident pricing – next page

### Interment Fees

<b>Non Residents</b>				
	Fee	HST	BAO	Total
Child to 5 Years	\$628.96	\$81.76	\$12.00	\$722.72
Stillborn Infant	\$442.93	\$57.58	\$12.00	\$512.51
Adult	\$827.40	\$107.56	\$12.00	\$947.96
Cremated Remains in Ground	\$442.93	\$57.58	\$12.00	\$512.51
Cremated Remains in Niche	\$355.44	\$46.21	\$12.00	\$413.65
Winter Burial	See Below			
Storage – Winter Only	\$280.52	\$36.47		\$316.99
Chapel Use	\$89.14	\$11.59		\$100.73
After 3:00 PM Surcharge for cremation interments OR After 2:00 PM Surcharge for casket interments	\$147.62 per hour	\$19.19 per hour		\$166.81 per hour
Saturday Surcharge - Cremation	\$317.85	\$41.32		\$359.17
Saturday Surcharge - Casket	\$635.69	\$82.64		\$718.33

### Miscellaneous Fees for Service

Supplies & Services			
	Fee	HST	Total
Corner Posts (up to 4) Placing & Setting	\$176.87	\$22.99	\$199.86
Flat Marker Placement in conjunction with a cremation interment	\$176.87	\$22.99	\$199.86
Monument or Marker Staking Order Fee	\$89.65	\$11.65	\$101.30
Transfer Fee – lot registration/ownership – plus Difference between Resident and Non Resident rate, if applicable, see Item 6 (4) of the by-law	\$74.37	\$9.67	\$84.04
Duplicate Certificate of Interment Rights	\$74.37	\$9.67	\$84.04

### Contributions to Care and Maintenance Fund for Markers and Monuments

As prescribed by the Funeral, Burial & Cremation Services Act, 2002 and Regulations.

	Fee	HST	Total
Flat marker less than 1,116.13 square centimeters (173 sq. in. ) flush with ground	\$0	\$0	\$0
Flat marker measuring at least 1,116.13 square centimeters (173 sq. in.) flush with ground	\$100.00	\$13.00	\$113.00
Pillow marker over 1,116.13 square centimeters(173 sq. in.) on pad above ground, sloped or flat, including base	\$200.00	\$26.00	\$226.00
Upright monument up to 1.22 metres (4 ft.) in width and 1.22 meters (4 ft.) in height, including base	\$200.00	\$26.00	\$226.00
Upright monument over 1.22 metres (4 ft. in) width and 1.22 meters (4 ft.) in height	\$400.00	\$52.00	\$452.00

## **Winter Burials**

Winter Burials will not be performed as a regular service within the Cemeteries. Only by order of the Medical Officer of Health or under very extenuating circumstances will a winter burial be considered.

Fees for a winter burial will be at 2 times the regular applicable interment fee (according to the Resident or Non Resident fee schedule) and will also be subject to any additional costs incurred.

## **Disinterment Fees**

Disinterment Fee - Cremated Remains

\$236.81+ HST \$30.79 + Permit fee \$12.00= \$ 279.60

Disinterment fees for casket burials will be charged at double the applicable interment rates shown above at the Resident rate. If re-interment is to take place within Corporation of the Town of Parry Sound cemeteries the interment rate will be as noted above, also at the Resident rate.

If an interment is to take place within the space immediately following a disinterment making it unnecessary to re-dig the grave the interment fee will be at the rate set out above dependant on whether the deceased was a Resident or a Non Resident at either the regular or Saturday rate whichever is applicable.

## **Contact Information**

Corporation of the Town of Parry Sound  
52 Seguin Street,  
Parry Sound, On P2A 1B4  
[www.parrysound.ca](http://www.parrysound.ca)

Cemetery Administrator  
Ann Hurdman  
705 746-2101 ext. 214  
[ahurdman@townofparrysound.com](mailto:ahurdman@townofparrysound.com)

TOWN OF PARRY SOUND

52 Seguin Street, Parry Sound, On P2A 1B4 705 746-2101

Administrative Clerk – extension 214

Cemetery Operator License # 3293733

HILLCREST CEMETERY (#03139) 110 William Street, Parry Sound

SYLVAN ACRES CEMETERY (#03114) 65 Hurdville Road, McDougall Twp.

## Schedule “D”

### INTERMENT / SERVICES CONTRACT

CEMETERY SERVICES CONTRACT#	
DATE:	
NAME OF DECEASED:	
PLACE OF DEATH:	
DATE OF DEATH:	
STORAGE REQUIRED: yes/no	
RESIDENT/NON RESIDENT:	
CASKET/CREMATION BURIAL:	
CEMETERY:	
PLOT DESCRIPTION:	
GRAVE NUMBER:	
DEPTH OR PLACEMENT IN GRAVE:	
OUTER CONTAINER:	
DATE OF INTERMENT:	

TIME OF INTERMENT:			
FUNERAL HOME:			
INVOICE OR PAID:			
INTERMENT RIGHTS HOLDER(S): RESPONSIBLE PERSON, ADDRESS & PHONE NUMBER:			
NOTES:			
LETTER OF PERMISSION ON FILE?	YES	NO	
INTERMENT COSTS:	FEE	HST	
INTERMENT FEE: (INTER)			
STORAGE CHARGE: (VAULT)			
BURIAL PERMIT FEE: (BAO)			
AFTER HOURS CHARGE: (INTER)			
SATURDAY/HOLIDAY SURCHARGE: (INTER)			
SETTING OF MARKER OR CORNER STONES			
TOTAL:			

It is agreed between the parties that this contract is subject to the by-laws of the Town of Parry Sound with respect to Hillcrest Cemetery & Sylvan Acres Cemetery and the Interment Rights Holder(s)/ Responsible Person(s) hereby acknowledged that the cemeteries are governed by these by-laws, a copy of which is available upon request and on [www.parrysound.ca](http://www.parrysound.ca) and that the Conditions of Contract attached have been read and understood. It is further acknowledged that either a hard copy of, or a link to the electronic version of the document, "[The Consumer Information Guide / A Guide to Death Care in Ontario](#)" found on the Bereavement Authority of Ontario's (BAO's) [website](#) was provided.



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

Signature(s) of Interment Rights Holder(s)

CEMETERY REPRESENTATIVE: \_\_\_\_\_

Cemetery Administrative Clerk or her/his designate

## **CONDITIONS OF INTERMENT / SERVICES CONTRACT**

A CONTRACT FOR INTERMENT FEES, STORAGE FEES, & THE SETTING OF MARKERS OR CORNER STONES INCLUDES:

In accordance with Ontario Regulation 30/11, Section 113. (1) of the Funeral Burial & Cremation Services Act the following information is provided for this contract:

- The cemeteries are governed by the Town of Parry Sound Cemetery By-law and amendments thereto, a copy of which is provided along with a Consumer Information Guide made available by the Registrar.
- The service(s) contracted shall not be provided until the service has been paid in full.
- Written consent of the Interment Rights Holder(s) is required for the contracted services to be performed.
- Schedule C is the Price List for all services within the cemeteries.
- As per Section 43. (3) of the Funeral, Burial and Cremation Services Act a purchaser's right to cancel a contract does not apply to these services if a burial has taken place, temporary entombment has taken place in the storage facility or the marker or cornerstones have already been placed.
- In accordance with the By-Laws of the cemetery, the following restrictions on the exercising of the interment rights are outlined under Items 7. and 8. of the Cemetery By-law and amendments thereto.
- In exercising the interment rights contracted herein, the following documents are required: - see Item 7. (1) of the Cemetery By-law and amendments thereto.
- In accordance with the By-Laws of the cemeteries the following restrictions and requirements apply with respect to cemetery supplies and services purchased from a source other than the cemetery: - see Item 3. Rules and Regulations of the Cemetery By-law and amendments thereto.

Schedule E - next page

TOWN OF PARRY SOUND

52 Seguin Street, Parry Sound, On P2A 1B4 705 746-2101

Administrative Clerk – extension 214

Cemetery Operator License # 3293733

HILLCREST CEMETERY (#03139) 110 William Street, Parry Sound

SYLVAN ACRES CEMETERY (#03114) 65 Hurdville Road, McDougall Twp.

## **SCHEDULE “E”**

### **LETTER OF PERMISSION TO BURY**

This form is to be used jointly with Schedule “D” Interment / Services Contract when those financially responsible for interment / services costs are not the Interment Rights Holders. This Letter of Permission to Bury may be completed and held on file at the Town of Parry Sound to be matched with an Interment / Services Contract at the time of an interment / service request so interment / services may take place in an expeditious manner when needed.

(I/we, the undersigned \_\_\_\_\_ owner(s) of the Interment Rights of the lot described as \_\_\_\_\_ in \_\_\_\_\_ Cemetery, Parry Sound, On do grant permission for the burial of:

(Print Full Name and the Type of Burial - Casket or Cremation)

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in the aforementioned cemetery lot.

I/we certify that, to the best of my/our knowledge, I/we am/are the Certificate Rights Holder(s) / Rightful Heir(s) / appropriate legal representative(s) and have the authority to authorize the above mentioned interment(s).

Please Print Name (s) of Interment Rights Holders      Signature (s)

_____	_____
_____	_____
_____	_____
_____	_____

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

No interment will take place unless the Burial Permit or the Certificate of Cremation, the Interment / Services Contract and this permission form are received from the Interment Rights Holder(s) or their representative(s) to either the Town of Parry Sound or its Agent along with the prescribed fee for the opening of the lot. Restrictions may apply, please consult the Cemetery by-law.

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     Permission is also granted for installation of a marker/monument subject to space (initial box) availability on the lot to be determined by cemetery staff and in compliance with the cemetery by-laws.

TOWN OF PARRY SOUND

52 Seguin Street, Parry Sound, On P2A 1B4 705 746-2101

Administrative Clerk – extension 214

Cemetery Operator License # 3293733

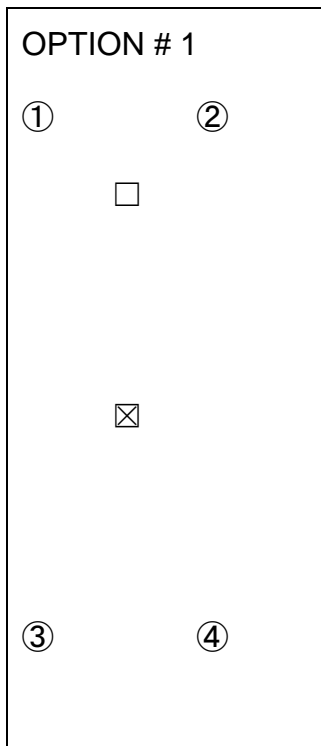
HILLCREST CEMETERY (#03139) 110 William Street, Parry Sound

SYLVAN ACRES CEMETERY (#03114) 65 Hurdville Road, McDougall Twp.

**SCHEDULE “F”**

**BURIALS PERMITTED PER SINGLE GRAVE, CREMATION LOT & CREMATION NICHES**

- 1. SIX Burials are permitted in each single grave (3'6" X 10'), according to the following guidelines:



One casket at double depth - recommended to be enclosed in a crypt or vault to preserve the integrity of the deceased at the lower level, but this vault or crypt is not mandated as per the FBSCA Section 38.1 If a vault or a crypt is not chosen double depth interments will not be performed.

⊗

Plus

One casket at standard depth - no outer container required □

Plus

Four cremation burials ① ② ③ ④

OPTION # 2

①

②

③



④

⑤

One casket at standard depth - no outer container required

Plus

Five cremations burials ① ② ③ ④ ⑤

OPTION # 3

①

②

③

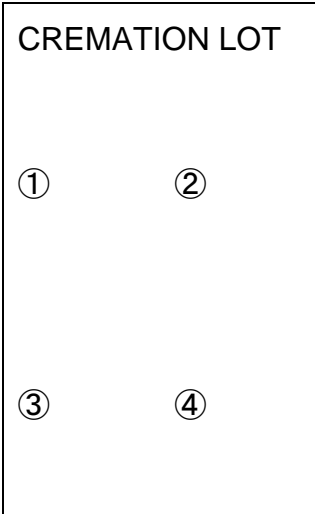
④

⑤

⑥

Six cremation burials ① ② ③ ④ ⑤ ⑥

2. FOUR interments are permitted in each cremation lot (24" X 24"), according to the following guidelines:



3. TWO interments are permitted in each columbarium niche according to the following guidelines:

