

The Corporation of the  
**TOWNSHIP OF THE ARCHIPELAGO**

By-Law No. 2021 - 60

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Being a By-law to Provide for the Maintenance, Management, Regulation and  
Control of the Georgian Cliffs Memorial Park Cemetery

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**WHEREAS** the Funeral, Burial and Cremation Services Act, 2002, S.O, 2002, c.33 (the Act) which came into effect July 1, 2012, regulates the operation of cemeteries in Ontario; and

**WHEREAS** The Corporation of the Township of The Archipelago established the Georgian Cliffs Memorial Park Cemetery upon lands particularly described as Part of Lot 29, Concession 4, located at 138 South Shore Road, Pointe au Baril, Ontario; and

**WHEREAS** Council for the Township of The Archipelago deems it desirable to enact a By-law to regulate the operation, care and control of the Georgian Cliffs Memorial Park Cemetery; and

**WHEREAS** Section 150 of Ontario Regulation 30/11 made under the Funeral Burial & Cremation Services Act, 2002 provided 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;

**NOW THEREFORE BE IT ENACTED** as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

**1.0 DEFINITIONS**

For the purpose of this By-law, the following definitions shall apply;

- 1.1 "Act" shall mean the Funeral, Burial and Cremations Services Act, 2002, S.O, 2002, c.33.
- 1.2 "By-law" shall mean the rules under which the Cemetery is operated, and shall be approved by both the Council of the Corporation of the Township of The Archipelago and the Registrar.
- 1.3 "Care and Maintenance Trust Fund" A requirement under the *Funeral, Burial and Cremations Services Act*, 2002, S.O, 2002, c.33 and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments in the Cemetery.
- 1.4 "Caretaker" shall mean an employee of the Corporation whose duties include care and maintenance of the Cemetery.
- 1.5 "Cemetery" shall mean the land set aside as a Cemetery under the Act, to be used for the interment of human remains and known as Georgian Cliffs Memorial Park Cemetery.

- 1.6 "Certificate of Cremation" shall mean a document certifying that a decedent has been cremated and which includes the name of the decedent, the identification number, the date of cremation, the name, address, and phone number of the crematory, and the signature of the crematory authority.
- 1.7 "Clerk" shall mean the Clerk of the Corporation of the Township of The Archipelago.
- 1.8 "Columbarium" shall mean a structure designed for the purpose of interring cremated human remains in sealed compartments.
- 1.9 "Contract" shall mean for the purpose of this By-law, all purchasers of rights must sign a contract with the Cemetery, detailing obligations of both parties and acceptance of the Cemetery By-law.
- 1.10 "Corporation" shall mean the Township of The Archipelago.
- 1.11 "Council" shall mean the Municipal Council of the Corporation of the Township of The Archipelago.
- 1.12 "Interment" shall mean the burial of human remains and includes the placing of human remains in a niche or in a scattering garden.
- 1.13 "Interment Fees" shall mean the fees and charges set forth by the Corporation for the opening and closing of the lot.
- 1.14 "Interment Rights" shall mean the right to require or direct the interment of human remains in a niche and direct associated memorialization.
- 1.15 "Interment Rights Certificate" shall mean the certificate issued by the Corporation to the purchaser, once the interment rights have been paid in full, identifying ownership of the interment rights.
- 1.16 "Interment Rights Holder" shall mean the person designated to hold the right to direct the interment of cremated human remains in a specified lot and direct the associated memorialization.
- 1.17 "Ornamentation" shall mean flowers, ornaments or other embellishments, which are placed on niches or in front of columbariums with the intention of improving their appearance, or in memory of the deceased.
- 1.18 "Niche" shall mean an individual compartment in a columbarium for the entombment of cremated human remains.
- 1.19 "Non-Resident" shall mean anyone other than a resident.
- 1.20 "Pre-need" shall mean services that are not required to be provided until the death of a person alive at the time the arrangements are made.
- 1.21 "Resident" shall mean any person who resides in or owns property in the Township of The Archipelago, or a former resident who has moved into a long-term care facility or in with family for required care.
- 1.22 "Scattering Ground" shall mean the right to direct the spreading of cremated remains over the designated area within a Cemetery with the knowledge and permission of the Corporation and in keeping with the Corporation's By-laws.

## **2.0 ADMINISTRATION**

- 2.1 The Corporation reserves the full and complete control and management of the lands, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these By-laws.

- 2.2 The Corporation shall be responsible for the administration, management, care, maintenance, and improvement of the Cemetery.
- 2.3 The Caretaker shall have custody of the Cemetery under the direction of the Corporation, and shall observe and carry out all of the provisions of the Cemetery By-laws and regulations that may be in effect from time to time.
- 2.4 The Corporation will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to any columbarium, niche, or other article that has been placed in relation to an interment, save and except for the direct loss or damage caused by gross negligence of the Corporation.
- 2.5 The Clerk shall keep such registers, records and books as are necessary for properly recording all matters, acts, interment rights certificates and matters pertaining to the Cemetery as come within his/her respective jurisdiction, and as may be prescribed.
- 2.6 The Corporation has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the Cemetery, subject to approval of the appropriate authorities.

### **3.0 SALE, CANCELLATION, TRANSFER OR RESALE OF INTERMENT RIGHTS**

- 3.1 A Certificate of Interment Rights will not be issued until full payment is received.
- 3.2 The resale of interment rights by the holder/purchaser to a third party is prohibited.
- 3.3 Interment rights may be purchased from the Corporation at the rates set out in the Cemetery Price List, as set out in Schedule "A" and Schedule "A1".
- 3.4 At the time of sale, The Corporation shall provide the interment rights holder with:
  - a) a contract, which shall be executed by the purchaser and the Clerk, or designate, on behalf of the Corporation, attached as Schedule "B";
  - b) conditions of contract, attached as Schedule "C"
  - c) a Certificate of Interment Rights, which shall be executed by the Clerk, or designate, on behalf of the Corporation; attached as Schedule "D"
  - d) a copy of the Cemetery By-law; and
  - e) a copy of the Consumer Information Guide (A Guide to Death Care in Ontario)
- 3.5 A purchaser shall have the right to cancel **within the thirty (30) day cooling off period** of signing the contract by providing written notice to the Corporation. The Corporation will provide a refund within thirty (30) days from the date of the request of cancellation, all monies paid.
- 3.6 **After the thirty (30) day cooling off period** for purchases of interment rights, the Corporation will deposit the Care and Maintenance Trust Funds, as specified in regulations made under the Act.
- 3.7 A purchaser shall not transfer interment rights, except in accordance with Section 3.8.
- 3.8 A purchaser may gift, bequest or otherwise transfer interment rights without consideration to another person by giving notice of the transfer to the Corporation, specifying the name and address of the Transferee and date of transfer, and returning the original Certificate of Interment Rights to the

Corporation. Upon receipt of the notice and the original certificate, and payment of a fee as set out in the Cemetery Price List, the Corporation shall issue a new Certificate of Interment Rights to the Transferee.

- 3.9 In cases of transfer of interment rights by will or bequest, the Corporation reserves the right to require the productions of a notarial copy of the Will or other evidence sufficient to prove ownership.
- 3.10 If the Will does not contain a specific bequest of the interment rights, a written request for transfer from the Estate Trustee(s) is required.
- 3.11 An Interment Rights Holder may by written demand, require the Corporation to repurchase the rights at any time before they are used.
- 3.12 The Corporation will repurchase the interment rights at the price listed on the current Cemetery Price List, less the Care and Maintenance Fund contributions made at the time of purchase. This applies to all purchases or contracts that were made before this Act came into being. Refund would be made within 30 days of the written request.
- 3.13 No refund will be made if interment rights have been exercised.
- 3.14 If any interments rights have not been exercised after a twenty-five (25) year period has passed from the date of sale, they may be considered abandoned. The Corporation may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holder(s) or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the appeal period, as stipulated by the Registrar or otherwise within thirty (30) days, the Corporation may re-sell the Interment Rights in question.

#### **4.0 INTERMENTS AND SCATTERING OF CREMATED REMAINS**

- 4.1 No interments or scattering of cremated remains shall take place until all fees and charges have been paid in full.
- 4.2 A Certificate of Cremation must be submitted to the Corporation prior to all interments and scattering of cremated remains.
- 4.3. Cremated remains may be scattered within the designated area of the Cemetery only.
- 4.4 Once scattered, cremated remains cannot be retrieved.
- 4.5 The winter season shall be considered to be October 15<sup>th</sup> – May 15<sup>th</sup>, and no interments or scatterings shall take place during this period unless specifically authorized by the Corporation.
- 4.6 No interments or scattering of remains shall be allowed in the Cemetery outside of daylight hours.

#### **5.0 COLUMBARIUMS NICHES**

- 5.1 A maximum of two (2) cremated remains shall be permitted in a columbarium niche. Niche dimensions are approximately 11 inches square.
- 5.2 Only the Caretaker may open and seal niches for interment.
- 5.3. To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe the niche covers.
- 5.4 The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of seventeen (17) characters per

line (including spaces) maximum six (6) lines. All dates will be in this format only (1920-2005).

5.5 The inscription fee paid in the initial purchase price, includes a maximum of six (6) lines, seventeen (17) characters per line (including spaces). Any additions to this will be at the expense of the Interment Rights Holder, as set out in the Cemetery Price List.

5.6 No person, other than employees, shall remove or alter niche covers.

## **6.0 MONUMENTS**

6.1 To ensure quality control, uniformity, and standard of workmanship, only the Corporation shall cause to inscribe all monuments.

6.2 The lettering is one (1) inch high Vermarco style, for maximum capacity. White lettering, with a limit of twenty-eight (28) characters per line (including spaces) maximum two (2) lines. All dates will be in this format only (1920-2005). Any additions to this will be at the expense of the Interment Rights Holder, as set out in the Cemetery Price List.

## **7.0 CARE OF GROUNDS AND ORNAMENATION**

7.1 No person, except the Caretaker, shall undertake any maintenance within the Cemetery.

7.2 The Corporation shall take reasonable precautions to protect the property of Interment Rights Holders, but assumes no liability for the loss of or damage to any ornamentation.

7.3 No person shall place ornamentation on or around the columbariums or monuments, except in accordance with the following regulations:

- a) Ornaments may be affixed to columbarium niche covers, provided they do not interfere with a neighbouring niche.
- b) Potted plants, wreaths and floral tributes contained in vases, urns or stands may be placed as close to columbariums or monuments as possible.
- c) Plants or flowers are permitted to be placed in the planters provided by the Township, which are located in the scattering garden.
- d) Plants and flowers shall not be planted in the ground.

## **8.0 RULES AND REGULATIONS**

8.1. No person, except Corporation 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 a week, year round. Winter maintenance is not performed within the cemeteries; entry is at the visitors' own risk.

8.2 No person shall plant trees or shrubs in the Cemetery.

8.3 No person shall bring any alcoholic beverage within the Cemetery grounds.

8.4 No pleasure ATV's (All Terrain Vehicles), unlicensed motorcycles, snow vehicles or off-road vehicles are permitted within the Cemetery grounds.

8.5 All persons entering the Cemetery shall behave with due order and decorum and with due respect to the deceased, and shall not disturb any service being held.

8.6 No person may damage, destroy, remove or deface any property within the Cemetery.

8.7 No person shall allow or permit any animal to enter or remain in the Cemetery, excluding service animals.

8.8 No persons under the age of sixteen (16) will be admitted within the Cemetery unless supervised by an adult who will be responsible for their conduct.

**9.0 RULES FOR WORKERS, MONUMENT DEALERS AND CONTRACTORS**

9.1 All contractors performing work in the Cemetery are required to produce evidence of public liability and property damage insurance in amount not less than two million dollars (\$2,000,000.00) on an annual basis.

9.2 All contractors performing work in the Cemetery shall be required to produce on annual basis evidence of good standing with the Workplace Safety and Insurance Board (WSIB) if applicable.

9.3 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 Corporation and are further governed by the Occupational Health and Safety Act and Regulations with respect to proper safety wear.

9.4 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 which may be required by the Corporation in the performance of their work.

**10.0 CONTRACTS AND CERTIFICATES OF INTERMENT**

10.1 The Clerk or designated alternate is hereby authorized to execute on behalf of the Township, the Contracts for Purchase of Interment Rights and Services, and the Certificate of Interment Rights.

**11.0 EFFECTIVE DATE**

11.1 This By-law shall come into force upon approval by the Registrar of the Bereavement Authority of Ontario, Pursuant to the Funeral, Burial and Cremation Services Act, 2002.

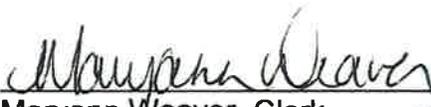
**12.0 REPEAL**

12.1 By-law 2000-04 is hereby repealed upon the effective date of this By-law.

**READ and FINALLY PASSED in OPEN COUNCIL this 17<sup>th</sup> day of December, 2021.**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

  
Bert Liverance, Reeve  
**APPROVED**  
By the Registrar,  
Funeral, Burial and  
Cremation Services Act,  
2002, Bereavement  
Authority of Ontario  
**APPROUVÉ**  
Par le Registraeur, Loi de 2002 sur  
les services funéraires et les services  
d'enterrement et de crémation,  
l'Autorité des services funéraires et  
cimetières de l'Ontario  
Date: April 12, 2022

  
Maryann Weaver, Clerk



**SCHEDULE "A" TO BY-LAW 2021-XX**  
**CEMETERY PRICE LIST - Effective January 1, 2022 to Decmeber 31, 2022**  
 GEORGIAN CLIFFS MEMORIAL PARK CEMETERY  
 138 South Shore Road, Pointe au Baril, ON  
 Corporation License # 4671433  
 Operated by the Corporation of the Township of The Archipelago  
 9 James St. Parry Sound, ON P2A 1T4  
 Clerk (705) 746-4243 Ext. 301

**SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES**

RESIDENT PRICING				
NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,270.75	\$ 224.25	\$ 194.35	\$ 1,689.35
Second and Third Row	\$ 1,185.75	\$ 209.25	\$ 181.35	\$ 1,576.35
Fourth Row	\$ 1,100.75	\$ 194.25	\$ 168.35	\$ 1,463.35
NON-RESIDENT PRICING				
NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,588.44	\$ 280.31	\$ 242.94	\$ 2,111.68
Second and Third Row	\$ 1,482.19	\$ 261.56	\$ 226.69	\$ 1,970.43
Fourth Row	\$ 1,375.94	\$ 242.81	\$ 210.44	\$ 1,829.18

**SCATTERING GARDEN**

RESIDENT PRICING				
SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 70.00	\$ 30.00	\$ 13.00	\$ 113.00
Scattering of Ashes + Inscription on Monument	\$ 420.00	\$ 30.00	\$ 58.50	\$ 508.50
NON-RESIDENT PRICING				
SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 95.00	\$ 30.00	\$ 16.25	\$ 141.25
Scattering of Ashes + Inscription on Monument	\$ 532.50	\$ 30.00	\$ 73.12	\$ 635.62

**INSCRIPTION ON MEMORIAL MONUMENTS**

RESIDENT PRICING			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 400.00	\$ 52.00	\$ 452.00
Each Additional Character/Space			<b>\$10 plus HST</b>
NON-RESIDENT PRICING			
MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 500.00	\$ 65.00	\$ 565.00
Each Additional Character/Space			<b>\$10 plus HST</b>

**INTERMENT RIGHTS CERTIFICATE**

RESIDENT & NON-RESIDENT			
INTERMENT RIGHTS CERTIFICATE	FEE	HST	TOTAL PRICE
Replacement Interment Rights Certificate	\$ 40.00	\$ 5.20	\$ 45.20
Transfer of Interment Rights	\$ 100.00	\$ 13.00	\$ 113.00

**OTHER CHARGES**

RESIDENT & NON-RESIDENT	
OTHER CHARGES	REFUND
Cancellation of Interment Rights   Within 30 days of purchase	Full Refund
Cancellation of Interment Rights   After 30 days of purchase and rights not used)	Cost of the Interment Rights Contract, less amount deposited into the Care and Maintenance Fund

**Price of each niche includes:**

- i) two openings and two closings at time of interment
- ii) the names and dates of the deceased inscribed on the niche cover.

**Inscriptions:**

The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of 17 characters per line (including spaces) maximum six lines. All dates will be in this format only (1920-2005).

**SCHEDULE "A1" TO BY-LAW 2021-XX  
CEMETERY PRICE LIST - Effective January 1, 2023**

GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON

Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago

9 James St. Parry Sound, ON P2A 1T4

Clerk (705) 746-4243 Ext. 301

**SALE OF INTERMENT RIGHTS FOR COLUMBARIUM NICHES**

**RESIDENT PRICING**

NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,270.75	\$ 224.25	\$ 194.35	\$ 1,689.35
Second and Third Row	\$ 1,185.75	\$ 209.25	\$ 181.35	\$ 1,576.35
Fourth Row	\$ 1,100.75	\$ 194.25	\$ 168.35	\$ 1,463.35

**NON-RESIDENT PRICING**

NICHE ROW	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
First Row	\$ 1,906.12	\$ 336.38	\$ 291.52	\$ 2,534.02
Second and Third Row	\$ 1,778.62	\$ 313.88	\$ 272.02	\$ 2,364.52
Fourth Row	\$ 1,651.12	\$ 291.38	\$ 252.52	\$ 2,195.02

**SCATTERING GARDEN**

**RESIDENT PRICING**

SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 70.00	\$ 30.00	\$ 13.00	\$ 113.00
Scattering of Ashes + Inscription on Monument	\$ 420.00	\$ 30.00	\$ 58.50	\$ 508.50

**NON-RESIDENT PRICING**

SCATTERING GARDEN OPTIONS	FEE	CARE AND MAINTENANCE	HST	TOTAL PRICE
Scattering of Ashes	\$ 120.00	\$ 30.00	\$ 19.50	\$ 169.50
Scattering of Ashes + Inscription on Monument	\$ 645.00	\$ 30.00	\$ 87.75	\$ 762.75

**INSCRIPTION ON MEMORIAL MONUMENTS**

**RESIDENT PRICING**

MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 400.00	\$ 52.00	\$ 452.00
Each Additional Character/Space			\$10 plus HST

**NON-RESIDENT PRICING**

MEMORIAL MONUMENT OPTIONS	FEE	HST	TOTAL PRICE
2 Lines, Maximum 28 Characters (including spaces)	\$ 600.00	\$ 78.00	\$ 678.00
Each Additional Character/Space			\$10 plus HST

**INTERMENT RIGHTS CERTIFICATE**

**RESIDENT & NON-RESIDENT**

INTERMENT RIGHTS CERTIFICATE	FEE	HST	TOTAL PRICE
Replacement Interment Rights Certificate	\$ 40.00	\$ 5.20	\$ 45.20
Transfer of Interment Rights	\$ 100.00	\$ 13.00	\$ 113.00

**OTHER CHARGES**

**RESIDENT & NON-RESIDENT**

OTHER CHARGES	REFUND
Cancellation of Interment Rights   Within 30 days of purchase	Full Refund
Cancellation of Interment Rights   After 30 days of purchase and rights not used)	Cost of the Interment Rights Contract, less amount deposited into the Care and Maintenance Fund

**Price of each niche includes:**

- i) two openings and two closings at time of interment
- ii) the names and dates of the deceased inscribed on the niche cover.

**Inscriptions:**

The lettering is one (1) inch high Vermarco style, for maximum capacity, inscribed in the granite niche cover. White lettering, with a limit of 17 characters per line (including spaces) maximum six lines. All dates will be in this format only (1920-2005).

# SCHEDULE "B" TO BY-LAW 2021-60



## GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON  
Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago  
9 James St. Parry Sound, ON P2A 1T4  
Clerk (705) 746-4243 Ext. 301

### CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS AND SERVICES

Date of Purchase: \_\_\_\_\_ **AT NEED:**  **PRE-NEED:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Province: \_\_\_\_\_

#### RECIPIENT #1

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: D: \_\_\_\_\_ M: \_\_\_\_\_ Y: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Date of Death: D: \_\_\_\_\_ M: \_\_\_\_\_ Y: \_\_\_\_\_

#### RECIPIENT #2

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: D: \_\_\_\_\_ M: \_\_\_\_\_ Y: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Date of Death: D: \_\_\_\_\_ M: \_\_\_\_\_ Y: \_\_\_\_\_

#### INTERMENT RIGHTS

Columbarium No: \_\_\_\_\_ Niche No: \_\_\_\_\_ West:  East:

#### SCATTERING GARDEN / INSCRIPTIONS

Scattering Gardens:  Scattering Garden with Inscription on Monument:

Monuments Available for Inscription: \_\_\_\_\_

Obelisk North  Obelisk South  Obelisk West  Obelisk East

"In Loving Memory Of" Monument

Inscription on Monument : \_\_\_\_\_

#### FEES

Fee: \$ \_\_\_\_\_

Care and Maintenance: \$ \_\_\_\_\_

HST: \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_

#### TERMS AND CONDITIONS

It is agreed between the parties that this contract is subject to the By-laws of Township of The Archipelago with respect to Georgian Cliffs Memorial Park Cemetery and the Interment Rights Holder(s) hereby acknowledges receipt of the By-laws and that the 'Conditions of Contract' attached have been read and understood.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Clerk, or designate  
Township of The Archipelago

\_\_\_\_\_  
Date

# SCHEDULE "C" TO BY-LAW 2021-60



## GEORGIAN CLIFFS MEMORIAL PARK CEMETERY

138 South Shore Road, Pointe au Baril, ON

Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago

9 James St. Parry Sound, ON P2A 1T4

Clerk (705) 746-4243 Ext. 301

### CONDITIONS OF CONTRACT

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.

**1. THE FOLLOWING CARE AND MAINTENANCE PROVISIONS ARE IN EFFECT:**

Cremation Niches: 15% of the purchase price or \$165.00, whichever is greater

Scattering of Ashes (no scattering rights holder): \$30.00 per scattering

See Schedule "A" Cemetery Price List for exact amounts.

**2. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:**

- a) An Interment Rights Holder may be written demand, require the Corporation to repurchase the rights at any time before they are used.
- b) The Corporation will repurchase the interment rights within thirty days from the date the written demand was received.
- c) The repurchase price of the interment rights shall be determined by the current value for the rights less the amount the Corporation paid into the Care and Maintenance Fund in respect of the interment rights, except for return within the standard 30 day cooling off period during which a refund in full will be made.
- d) The private sale of interment rights by the holder/purchaser to a third party is prohibited.
- e) A purchaser may transfer interment rights by providing notice of the transfer, the original Certificate of Interment Rights and payment, as set out in the Cemetery Price List.
- f) The Certificate of Interment Rights shall be not issued until the interment rights have been paid for in full.

**3. INTERMENTS AND SCATTERING OF CREMATED REMAINS**

- a) No interments or scattering of cremated remains shall take place until all fees and charges have been paid in full.
- b) A Certificate of Cremation must be submitted to the Corporation prior to all interments and scattering of cremated remains.
- c) Cremated remains may be scattered within the designated area of the cemetery only.
- d) Once scattered, cremated remains cannot be retrieved.
- e) The winter season shall be considered to be October 15th – May 15th, and no interments or scatterings shall take place during this period unless specifically authorized by the Corporation.
- f) No interments or scattering of remains shall be allowed in the Cemetery outside of daylight hours.

SCHEDULE "D" TO BY-LAW 2021-60



**GEORGIAN CLIFFS MEMORIAL PARK CEMETERY**

138 South Shore Road, Pointe au Baril, ON  
Corporation License # 4671433

Operated by the Corporation of the Township of The Archipelago  
9 James St. Parry Sound, ON P2A 1T4  
Clerk (705) 746-4243 Ext. 301

**CERTIFICATE OF INTERMENT RIGHTS**  
**Certificate No.**

**PURSUANT TO** the *Funeral, Burial and Cremation Services Act, 2002* (formerly the *Cemeteries Act*) and Regulations and all amendments thereto;

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**  
hereinafter called "The Corporation"

**AND:**

hereinafter called "The Purchaser"

In consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), receipt of which is hereby acknowledged and which includes the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for Care and Maintenance; and the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for Harmonized Sales Tax (HST).

The Corporation hereby assigns to The Purchaser Interment Rights in the Georgian Cliffs Memorial Park Cemetery as follows:

**Columbarium No. \_\_\_\_\_ Niche No. \_\_\_\_\_ West / East**

The Purchaser, by the 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 and Cremation Services Act, 2002* as if these were included as part of this indenture.

The Purchaser, agrees that in the event of transfer of said Interment Rights, this Certificate cannot be transferred but will be returned to The Corporation who will issue a new Certificate of Interment Rights to the Transferee, as per the stipulations within the By-law.

The Purchaser acknowledges receipt of the either a hard 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.

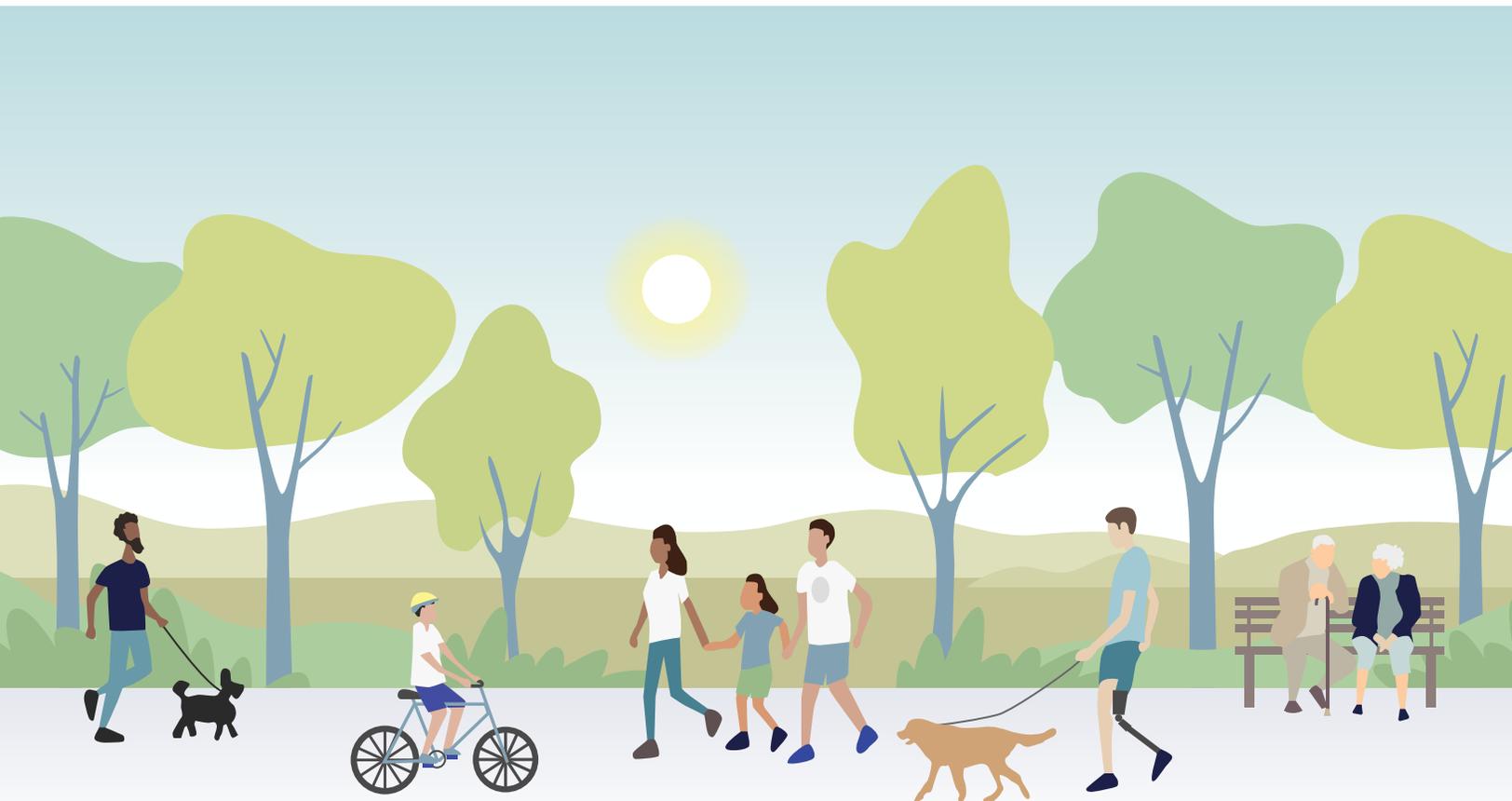
IN WITNESS WHEREOF the proper signing officer has affixed his/her signature(s) on behalf of The Corporation and The Purchaser has affixed his/her signature.

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

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**CEMETERY REPRESENTATIVE**  
**TOWNSHIP OF THE ARCHIPELAGO**

\_\_\_\_\_  
**PURCHASER**



# A Guide to Death Care in Ontario

Everything you need to know.



# Losing a loved one can be a difficult and stressful time.

Whether you need to arrange a funeral, burial, cremation, hydrolysis or transfer service now, or are planning ahead for yourself or someone else, this guide can help you make an informed choice.



This guide was created to inform consumers of their rights and responsibilities when planning funerals, burials, transfer services, cremation or hydrolysis. This guide will walk you through the steps you need to take to ensure that you protect yourself as a consumer.

Visit [www.thebao.ca](http://www.thebao.ca) to learn more.

The Bereavement Authority of Ontario (BAO) is a government delegated authority administering provisions of the *Funeral, Burial and Cremation Services Act, 2002* (FBCSA) on behalf of the Ministry of Government and Consumer Services. Responsible for protection of the public interest, the BAO regulates and supports licensed: funeral establishment operators, directors and preplanners; cemetery, crematorium and alternative disposition operators; transfer service operators; and bereavement sector sales representatives across Ontario. The BAO is wholly funded by licensee fees (not tax dollars).

Consumer Protection Ontario is an awareness program delivered by Ontario's Ministry of Government and Consumer Services and other public organizations. It offers information on consumer rights and public safety, and directs you to the appropriate agency if you have a complaint or dispute with a business.

## LEGAL DISCLAIMER



Please note that this guide is provided for general information only. Use of this guide is not intended to act as a substitute for legal advice or as a replacement for the *Funeral, Burial and Cremation Services Act, 2002*. Readers are encouraged to retain qualified and independent legal counsel to answer any legal questions or address any legal issues. Where there is any discrepancy, the Act and regulations will take precedence.



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# Terms You Need to Know

**Alkaline Hydrolysis (AH):** AH is an alternative disposition—a chemical process that uses a heated solution of water and potassium hydroxide or sodium hydroxide under pressure and agitation to reduce a body to components of liquid and bone. The resulting bone fragments are dried and reduced to a substance resembling cremated ashes.

**Care and Maintenance Fund:** A trust fund that helps ensure the long-term upkeep of a cemetery.

**Casket:** A container intended to hold a dead human body for funeral, cremation or interment purposes that is not a vault, burial container or grave liner.

**Cremation:** A process that uses incineration to reduce a body to an ash or granular substance.

**Columbarium:** A structure designed for the purpose of interring cremated human remains in niches or compartments.

**Crypt/Mausoleum:** A structure, other than a columbarium, used as a place for the interment of human remains in tombs, crypts or compartments.

**Family-led Death Care:** A family member may provide funeral services, including transport, documentation including death registration, and body care, without a license and for no charge.

**Grave:** A place for burial of human remains, typically a hole dug in the ground and marked by a stone or mound.

**Interment:** The burial of human remains, including the placement of human remains in a lot (grave, crypt or niche.)

**Interment rights:** The right to require or direct the interment of human remains in a lot or the disinterment of human remains from that lot.

**Lot:** An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

**Niche:** A space in a columbarium or mausoleum wall to hold an urn.

**Plot:** Two or more lots sold as a unit.

**Provider:** The operator of a cemetery, crematorium, funeral establishment or transfer service.

**Scattering rights:** The right to scatter cremated remains in a cemetery.

**Shroud:** A piece of fabric used to wrap a body to prepare for burial. Some cemeteries will accept a dead human body for burial in a shroud.

**Supplies:** Caskets, markers and monuments, vaults, urns and flowers.

**Transfer Service:** A service to the public with respect to the disposition of dead human bodies, including the transportation of dead human bodies and the filling out of necessary documentation with respect to the disposition of dead human bodies.

**Urn:** A container for the reduced and processed human remains resulting from cremation or alkaline hydrolysis.

**Vault:** A secondary container that is protective, rigid, sometimes waterproof, and usually made of concrete, fiberglass, plastic or similar reinforced material, within which the primary casket, coffin or urn containing human remains is placed prior to burial in the ground.



# 1. Before making arrangements

One of the first things to determine after someone dies is who has the authority to decide what will happen to the body of the deceased.



## WHO HAS THE LEGAL AUTHORITY TO MAKE DECISIONS?

Generally, the person(s) appointed as the Estate Trustee(s) has the legal authority to make such decisions. Ontario has statutes and common law to determine who may act as the legal representative(s) when a person passes away without a valid will. The ultimate decision maker will be specific to the circumstances of each case but will generally default to a court-appointed Estate Administrator or the deceased's next of kin.

Here is a partial list of who may act as the legal representative:

1. Estate trustee, also called an executor or executrix, who is named in the will (or an administrator appointed by the court)
2. Spouse
3. Adult children (18 and over)

Laws with respect to the handling of the deceased person's body are different than the use and inheritance of interment rights. If you are the legal representative, the Provider may ask you to provide photo identification and proof of your authority, such as a valid will or court order, before making arrangements. To learn more visit [www.ontario.ca](http://www.ontario.ca) and search for the phrase "What to do when someone dies".

## TRANSPORTING THE DECEASED BODY

You may contact a funeral establishment or a transfer service to have the deceased person transferred from the place of death, or a family member of the deceased may carry out the transfer services, if those services are provided at no charge and/or benefit.

## HOW TO CHOOSE A PROVIDER

Refer to the chart on page 8 to see the types of services offered by each Provider.

When choosing a Provider:

- Consider recommendations from family or friends.
- Talk with more than one Provider at different facilities about their services. Make sure you are confident that they understand and are able to meet your needs.
- Ask the Provider for a price list and written price estimate to assist you when comparing prices and services.
- Ask for and review a copy of the cemetery's by-laws.

## HOW DO I DONATE A BODY OR ORGANS?

To donate organs for transplant, or the entire body for scientific research, arrangements must be made quickly and directly with health professionals. To learn more, contact the Trillium Gift of Life Network at [www.giftoflife.on.ca](http://www.giftoflife.on.ca).

## SERVICES PROVIDED

The following chart outlines the types of services usually offered by Providers. You may purchase certain supplies, such as caskets, monuments, markers and flowers from any supplier, but you should notify your Provider prior to entering into a contract.

Description of Service	Service Provider				
	Funeral Establishment	Transfer Service	Cemetery	Crematorium or Hydrolysis	Family of Deceased
Removing the body from the place of death	✓	✓			✓
Placing the body in a casket and delivering it to a cemetery or crematorium	✓	✓			✓
Registering the death	✓	✓			✓
Arranging to transport the body of the deceased out of Ontario	✓	✓			✓
Wash and dress the body	✓	✓*			✓
Transport the body to or from a place of worship	✓	✓*			✓
Hosting memorial services, celebrations of life and receptions including the rental of facilities (no body or cremated remains present)	Can be hosted by anyone				
Coordinating religious and non-religious funeral services or receptions including the rental of facilities (with the body or cremated remains present)	✓				✓
Embalming	✓*				
Providing caskets, urns, vaults and flowers	✓	✓	✓	✓	✓
Providing in-ground graves			✓		
Providing crypts in a mausoleum			✓		
Providing niches in a columbarium			✓		
Providing monuments	✓	✓	✓	✓	
Providing places to scatter cremated remains			✓		
Providing openings and closings of graves, niches or crypts			✓		
Conducting cremation or alkaline hydrolysis				✓	
Providing viewing of cremation				✓	

\*Must have class 1 licence



## 2. Making some important decisions

When making arrangements, there are important decisions you will have to make.



## FAMILY-LED DEATH CARE

Family members can legally provide funeral services without a licence, except for arterial embalming, for their deceased loved one. They cannot be paid for this service. This includes transportation, documentation including death registration, obtaining a Coroner's Cremation Certificate (required for all cremations) or Out of Province Certificate (if a body will cross a provincial boundary for disposition) or arranging religious or personal ceremonies to mark the death.

While it is possible for family members to provide these services without a license, in some cases it may be advisable for family members to seek the services of a licensed funeral establishment or transfer service for some aspects of funeral arrangements. For example; a family member may not have a vehicle that would allow for the dignified transportation of a dead human body, or the means to transfer a casket or container into or out of a residence for a home funeral or vigil. For some people, the experience of grieving may make it difficult to adequately prepare and submit the necessary documentation to register a death or obtain a Coroner's Cremation Certificate.

When contemplating family-led death care, it is important to note that institutions, like hospitals or nursing homes, may not be aware that it is legal for family members to provide funeral services for their

deceased family members. It is best that planning for family-led death care take place well in advance, including direct communication with the institutions or organizations that may be involved to ensure that there is no misunderstanding at the time of need.

## WHAT ARE SOME FUNERAL OR MEMORIAL SERVICE OPTIONS?

A celebration of someone's life helps surviving family and friends grieve the loss of a loved one. You can choose a funeral, memorial or graveside service. A service may be private (by invitation only), or public (open to anyone). Other options are to have a public or private visitation/viewing, a funeral procession, a home funeral and/or home vigil, or any other respectful social, traditional or cultural ritual.

## IS A CASKET REQUIRED AND WHAT ARE THE OPTIONS?

Caskets vary in style, and prices may range from a few hundred to several thousand dollars.

You may buy or rent a casket or provide your own, however if a Provider considers the casket you are providing to be unsafe, inappropriate for its intended use, or it does not meet the requirements of the cemetery or crematorium, the Provider can refuse to accept the casket. If the Provider allows you to provide your own casket the Provider cannot charge you an extra fee.

Keep in mind that some caskets cannot be used for cremation, because they are made of materials that will not burn. Price lists should clearly indicate which caskets are not suitable for cremation. If you are uncertain, ask the Provider for written confirmation of suitability. The casket must also meet cemetery and crematorium by-laws. Caskets are not used during the alkaline hydrolysis process.

## GREEN BURIALS

The definition of "green burials" varies. Generally, a green burial is considered to include: an unembalmed dead human body, buried in a biodegradable casket or container, without a vault or grave liner. In some cemeteries, there may be a designated section for green burials where grave markers and monuments are not used, and the ground is covered with native species of plants such as wildflowers instead of grass. Some cemeteries, will accept a body that is wrapped in a shroud. A shroud may be a flexible piece of fabric used to enclose or wrap the body for burial. Cemeteries that accept shrouded bodies for burial may also require a rigid backing board to allow for the safe lowering of the body into the grave. Cemeteries that accept or accommodate green and/or shroud burials must detail these provisions in the cemetery by-laws — consumers are encouraged to research their options.

## WHAT IS EMBALMING AND IS IT REQUIRED?

Embalming is the process of replacing blood and bodily fluids with a chemical solution to temporarily preserve the body. In Ontario, embalming is not required by law, however, in some instances a Provider may recommend it due to the length of time between death and the visitation, burial, cremation or hydrolysis. Ask your funeral establishment representative to explain the process of embalming so that you can make an informed choice.

## WHAT BURIAL OPTIONS DO I HAVE?

With burial, the deceased is placed in a grave with or without a casket. A rigid container may be required to transport the body. A casket is required when placing the body in a crypt. Check the cemetery's by-laws for its specific burial requirements.

In Ontario, the body or cremated remains must be buried in a licensed cemetery.

For burial in a grave you may purchase a vault or outer liner to further protect the body in the casket. This container is placed in the ground and is usually made of concrete or fiberglass. Generally, it is not mandatory to use a vault or outer liner unless required by the medical officer of health.

For burial in a crypt (entombment) the casket is placed in a sealed crypt

in a mausoleum. A mausoleum is usually an above-ground structure made of concrete, stone or marble that contains a number of crypts. Not all cemeteries have mausoleums.

## HOW DO I TRANSPORT HUMAN REMAINS OUT OF THE PROVINCE?

A deceased person's body may be moved outside of Ontario once a Provider has obtained a certificate from a Coroner.

If a deceased person is being transported to another country, then embalming and a sealed casket or container may be required by the receiving country or the transportation company.

If you choose to transport human remains (including cremated remains) out of Ontario, you must also follow the laws that apply in the receiving province or country. Contact a Provider for details or visit [www.catsa.gc.ca/cremated-remains](http://www.catsa.gc.ca/cremated-remains)

## WHAT CAN BE DONE WITH CREMATED/ALKALINE HYDROLYSIS REMAINS?

With cremation or alkaline hydrolysis the deceased's body or skeletal remains are reduced to an ash or granular substance. The remains are then placed in a small box or urn along with a metal identification tag. You may provide your own urn or purchase one from a Provider. Check the crematorium and cemetery

by-laws for the type and size of container allowed. If you choose cremation or alkaline hydrolysis, it is strongly recommended that you make plans for the final disposition of the remains.

A Provider can store remains for up to one year and may charge a deposit for this service. If the remains are claimed within one year the deposit will be refunded in full. After one year the Provider may use the deposit to inter the remains in the common grounds of a cemetery.

## WHAT ARE INTERMENT/SCATTERING RIGHTS?

Interment rights refer to the right to bury human remains (including cremated remains) in a lot (grave, crypt or niche). If you are named on the interment rights certificate, you are the interment rights holder, and may request a burial or disinterment, or place a decoration, marker, monument or inscription on the monument, as long as you follow the cemetery's by-laws

If you are the scattering rights holder, you may scatter cremated remains in a designated place within the cemetery, in accordance with its by-laws.

Note: Ownership of all cemetery land remains the property of the cemetery owner. Interment rights and scattering rights holders acquire only the right to use the lot or scattering grounds and to have a marker or monument installed, in keeping with the cemetery's by-laws.

## SCATTERING: WHAT IS PERMISSIBLE IN ONTARIO?

Here are some choices:

- You may buy rights to bury or scatter the remains in a designated part of a cemetery. Scattering rights may not be available at all cemeteries.
- You may buy rights to place the cremated remains in a niche (or compartment) in a columbarium.
- Although the burial of cremated remains is not permitted outside a licensed cemetery, you may scatter the ashes or cremated remains on private property with the written consent of the land owner.
- You may also hire a Provider to scatter the remains. Only a Provider is permitted to charge you for this service.
- You may also scatter the cremated remains on unoccupied Crown lands and Crown lands covered by water so long as there are no signs prohibiting scattering.
- If you wish to scatter cremated remains on municipally-owned lands, check local by-laws first.
- For more information, visit [www.ontario.ca](http://www.ontario.ca) and search for the crown use policy

## WHAT SHOULD I KNOW ABOUT BUYING INTERMENT OR SCATTERING RIGHTS?

Before you make a purchase, each cemetery must provide:

- Its current price list;
- Its by-laws; and
- An explanation of any restrictions on the rights you are buying (such as restrictions on memorialization options, monuments, etc.).

Contact a cemetery directly, compare prices and review the by-laws before you decide where to inter or scatter your loved ones remains. Your contract will specify the number of interments (bodies or cremated remains) or scatterings you are entitled to with each interment or scattering right.

Part of the money you pay for interment and scattering rights will be placed in a care and maintenance fund. Income earned from this fund is used to maintain the cemetery for the future. The care and maintenance contribution depends on the type and cost of the interment rights.

## RESELLING INTERMENT OR SCATTERING RIGHTS

You may resell interment or scattering rights to a third party if the cemetery by-laws allow it. If you resell, you must inform the cemetery operator, who will then transfer the rights to the new owner. You cannot resell rights for a price greater than the price on that

cemetery's current price list. If the by-laws do not allow you to resell the rights to a third party, the cemetery operator must buy them from you at the price on the cemetery's current price list, less any payments that were made to the cemetery's care and maintenance fund. A cemetery operator may charge an administration fee when you resell your rights. The cemetery does not have to buy back rights for a grave in a plot (two or more lots originally bought as a unit) if one of those graves has been used.

## ARE THERE ANY TYPES OF FINANCIAL ASSISTANCE PROGRAMS?

If you do not have enough money to pay for funeral or transfer services or for cremation, hydrolysis or burial, you may be eligible for assistance from your local municipality. Speak to your Provider and/or municipality, and take the appropriate follow-up measures **before** you sign a contract with a Provider.

If approved, the municipality's financial assistance plan may limit your choice of casket, urn or grave and related services. Some municipalities may require that you pay a portion of the cost.



## 3. Your contract

When you make arrangements with a Provider, you may want to bring a family member or friend along with you as the process can be stressful. Once the supplies and services are selected, you will be asked to sign a contract with the Provider.



## WHAT SHOULD I KNOW BEFORE SIGNING A CONTRACT?

Make sure you are dealing with a licensed Provider (ask to see their licence).

Ensure the Provider has given you a copy of the price list before signing a contract.

Review the cemetery's or crematorium's by-laws for any special rules that you must follow, including restrictions on the purchase of supplies and services.

Make sure the contract has details about the things you have agreed to buy or rent, such as:

- Services, facilities and vehicles
- Casket, urn, vault, grave, crypt, niche or monument
- Any other payments (for newspaper notices, police escorts, honorarium for religious officials, catering, etc.)
- Any applicable taxes and commissions or benefits the Provider will receive for referrals

If the supplies and services you have purchased are not available at the time of need, you must be provided with supplies and services of equivalent value, at no additional cost.

### DID YOU KNOW?



For the contract to be valid (referred to as “enforceable”), it must be signed by you and the Provider. Ensure that you receive a signed copy. The Provider will explain your cancellation and refund rights.

## HOW DO I CANCEL A CONTRACT?

In some cases, you may cancel your contract in writing at any time before the supplies or services have been provided.

Here is the cancellation process in most cases:

1. Give written notice to the Provider stating that you want to cancel the contract.
2. Within 30 days of providing written notice, the Provider will refund your payment for any supplies or services that you have not yet received.
3. The amount of your refund will depend on when you cancel and whether the Provider has incurred costs.

## CANCELLING A CONTRACT FOR INTERMENT OR SCATTERING RIGHTS

You may cancel contracts for interment and scattering rights by giving written notice of cancellation to the Provider:

- If written cancellation is submitted within 30 days of the purchase and if you have not used the rights, you will receive a full refund.
- If written cancellation is submitted later than 30 days of the purchase, you will receive a refund of the amount paid or the market value (whichever is greater), less the amount deposited into the cemetery's care and maintenance fund.
- In accordance with the by-laws of the cemetery, you may be required to resell the rights on the open market .
- Where cancellation is not permitted after 30 days, you are able to sell interment rights to a 3rd party.

## YOUR CONTRACT CHECKLIST

The Provider must give you a copy of the contract upon signing and other important documents. Make sure your contract includes:

- The name of the person who is paying for the contract (the purchaser).
- The name of the person for whom the supplies or services are to be provided (the recipient/the deceased).
- The name of the licensed operator you are dealing with (the Provider).
- A description of the supplies or services you have chosen and details of when and how they are to be provided.
- The price of each supply or service, taxes and the total price.
- All payment, cancellation and refund policies, including the right to change your mind and cancel the contract.
- For interment rights, make sure the contract also includes the detailed location and description of the grave, crypt or niche.
- A copy of this guide.
- For scattering rights, make sure the contract also includes the location and description of where the scattering may occur.

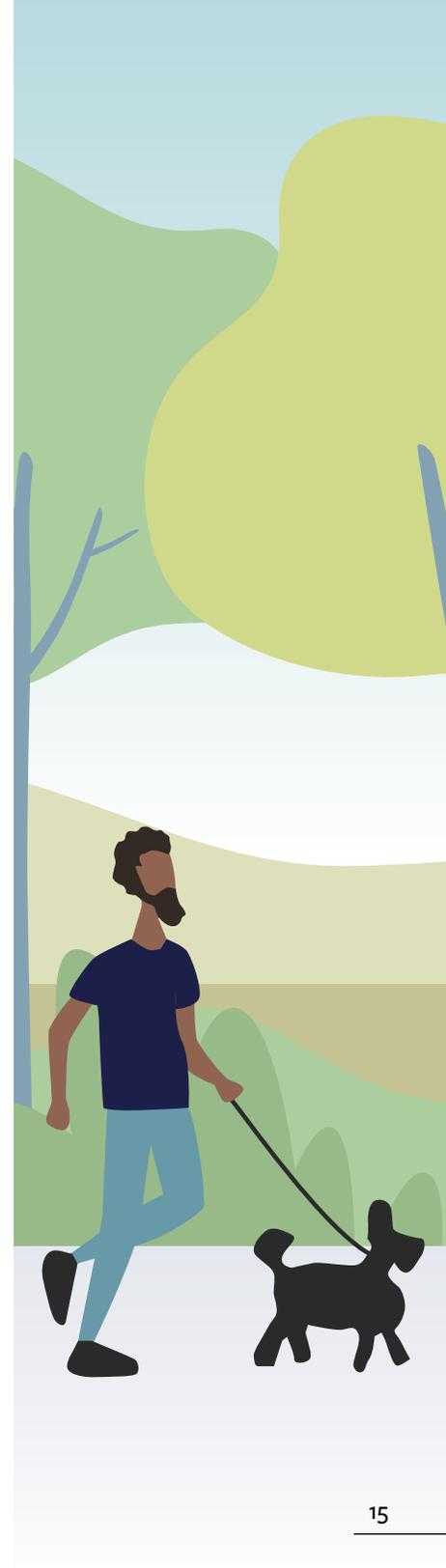
Your Provider must also give you the following documents:

- A copy of the cemetery's or crematorium's by-laws.
- A certificate of interment rights or scattering rights once these rights are paid in full. The certificate must include the name of the person who can legally authorize an interment or scattering.

### **DID YOU KNOW? BE SPECIFIC.**



Review the contract and price list carefully and ask questions to ensure that all of your requirements and expectations are specified. For example, if you want jewelry removed before the casket is closed, make sure these details are included in the contract.





## 4. Pre-arranging and prepaying

Many people plan ahead to prepare for their death, and some choose to pay in advance for their final arrangements.



## WHY IS PLANNING AHEAD A GOOD IDEA?

- It saves your family and friends from having to make many difficult decisions during a time of grief.
- It gives you a say in planning your own arrangements.
- It gives you time to assess and compare your options.
- Prepaying may reduce or eliminate the financial burden on your family.

## WHAT HAPPENS UPON DEATH?

Your legal representative (such as the estate trustee, etc.) should take your pre-arrangement documents to the Provider to show proof of payment, discuss arrangements and to make any changes to the contract if necessary.

If a supply or service is no longer available, one of two things may occur:

1. Your Provider may make a reasonable substitution, but at no extra charge. Substitutions must be similar in value, style, design and construction to what is included in your contract.
2. Your legal representative may cancel that part of the contract by providing written authorization or may enter into a new contract.

### **DID YOU KNOW? DISCUSS YOUR PLANS**



After your death, your legal representative may, by law, change your pre-arranged funeral, burial, cremation or hydrolysis plans. It is important to discuss your wishes with him or her and your family.



## DO I HAVE TO PAY IN ADVANCE?

No, you can simply pre-arrange your supplies or services without prepaying. Some Providers may keep a record of your arrangements at no cost - ask your Provider about this service. If you decide to prepay, your Provider will ask you to sign a contract. See “Your Prepayment Checklist” on page 21.

## HOW CAN I PREPAY MY CONTRACT?

With most Providers, there are two ways to prepay:

### Trust:

1. You can pay the money to the Provider to be held for you “in trust”, either at a bank, trust company or with an independent trustee. It will earn income over the years until it is needed to pay for the supplies or services you have requested.

### Insurance/Annuity:

2. You can buy insurance from an insurance company. Your Provider may have an insurance program in place. With this option, you should buy enough insurance to cover the costs of your pre-arranged supplies or services at the time of need. The insurance company will then pay the Provider at the time of your death. If you buy insurance directly from an insurance company, you will still need to have a contract in place with a Provider to have the insurance policy assigned directly to them.

### DID YOU KNOW? TRUST AND INSURANCE



Refunds on cancellation of prepaid contracts funded by trusts differ from those funded by insurance policies. It's a good idea to learn as much as you can before you talk to a Provider.

## HOW DO I BUY INSURANCE TO PAY FOR PRE-ARRANGED SERVICES?

Buying insurance is a two-step process:

1. You must sign a prepaid contract with your Provider for the services and supplies you choose.
2. You must sign an insurance contract (called “the policy”) with the insurance company to pay the Provider for the supplies and services. The policy will set out the rules you and the insurance company must follow, including payment of any fees, your right to cancel the policy and any rights you may have to a refund.

Ask your Provider to explain the advantages and disadvantages of their prepaid trust and insurance options.

**IMPORTANT:** If you don't understand what your Provider is asking you to sign or to pay for, stop. Ask more questions. Alternatively, you can find another Provider who will explain things more clearly.

### DID YOU KNOW? CANCELLATION CHARGES



Ask about any fees, interest, financing and cancellation charges that may apply and the total cost of making monthly payments. In most cases, you will save money by paying in full rather than over time.

## WHAT HAPPENS IF PRICES INCREASE AFTER I'VE PREPAID?

At the time of death, the money held in trust (or the insurance proceeds), will be used to pay for the supplies and services set out in the contract. Costs will be based on prices in effect at the time of death. Whether you will be required to pay additional charges depends on whether your contract is guaranteed (see below). Your Provider must give the legal representative a statement showing:

- The amount your insurance will pay for your prepaid supplies or services, or the amount held in trust to pay for them (including income earned); and
- The current cost of the supplies or services you requested.

If prices have gone up, the income (interest or growth) is used to offset the increase in costs.

If you have a guaranteed contract: You (or your legal representative) will not be asked to pay more for supplies or services, as long as you have met the terms of your contract. Taxes are not guaranteed. You will have to sign the contract and pay for any services, supplies or taxes that were not included in the prepaid contract. All prepaid contracts entered into on or after July 1, 2012, must be guaranteed.

If you have a prepaid contract signed prior to July 1, 2012, it may not be guaranteed: You (or your legal representative) may have to pay additional costs to cover the higher prices. For example, if you have an existing non-guaranteed contract for which the price of supplies and services is \$8,000 at the time of death, and the value of the trust or insurance is \$7,500, your estate will owe the Provider \$500.

## WHAT HAPPENS IF THERE IS MONEY LEFT OVER AFTER EVERYTHING IN THE CONTRACT IS PAID FOR?

The answer depends on the date of your contract and the laws that applied at the time you signed:

- For cemetery or crematorium contracts signed on or after April 1, 1992, and funeral or transfer service contracts signed on or after June 1, 1990, leftover money will be paid to the estate. The law does not require a refund for contracts entered into before these dates.
- For funeral and transfer service contracts entered into after July 1, 2012, the purchaser can select a person who can receive leftover money.

## WHAT HAPPENS IF I WANT TO CANCEL OR CHANGE MY PREPAID CONTRACT?

You, your legal representative or another person named in the contract may cancel or change your prepaid contract at any time before the supplies or services are provided. You must give the Provider notice in writing.

You may or may not receive all of your money back. The following rules apply:

- If your money was to be held in trust and you cancel within 30 days of the date you entered into the contract, you will receive a full refund.

- After 30 days, you will receive a refund plus any income earned, but the Provider may retain 10% of the amount paid to a maximum of \$350. In addition, the Provider is required to refund the income earned or the income that would have been earned on the money had it been deposited as required by law.
- With rare exception the Provider will retain the value of the supplies and services that have been provided prior to cancellation.
- Cancellation of a prepaid contract does not necessarily cancel the related insurance policy. Cancellation fees for an insurance policy vary. Before you buy or cancel an insurance policy, you should clearly understand the implications of the insurance company's cancellation policy.

## HOW IS MY PREPAID MONEY PROTECTED?

Ontario law protects your prepaid money in several ways:

- When you prepay, your Provider must give you a contract that states the total amount of money you have paid to-date and the terms of payment for any balance you owe.
- If you prepay with a funeral establishment for funeral supplies and services or a transfer service for transfer supplies and services, your money is protected by a compensation fund which is used to return money to consumers if, in rare cases, their prepaid money is not available when needed. The fund will cover losses only if you prepaid with a licensed funeral establishment or transfer service.
- The Provider is required by law to choose only safe investments for prepaid trust funds.
- You are entitled to ask your Provider at least once each year where and how the money is invested and how much money you have in your trust account.
- If you buy an insurance policy to fund your pre-arranged contract, you will pay the insurance company directly. Your money is protected under the Insurance Act.

### DID YOU KNOW?



Bodies that contain radioactive implants/pacemakers cannot be cremated.



## YOUR PREPAYMENT CHECKLIST

Keep the following documents in a safe place where your legal representative(s) can easily find them and give a copy to the person who will likely be making the arrangements.

### The Provider will give you:

- A signed contract that sets out the supplies and services you requested and their price. If the contract includes embalming, you will be asked to provide written consent for this step
- An interment or scattering rights certificate (once these rights are paid in full)
- A receipt for the money you paid to be placed in trust OR a copy of your insurance policy and enrollment form
- Copies of any other documents you have signed

### For your own records, you should keep:

- Your cancelled cheques or electronic payment records
- Receipts as proof of payment

### Remember to ask:

- About the advantages and disadvantages of paying by insurance or having your prepaid money held in trust
- Where your money will be invested, and the type of investment and expected growth

- What your refund will be if you cancel your insurance policy
- About the guarantee that must be provided on all prepaid contracts entered into on or after July 1, 2012
- What fees will apply if you choose to cancel the contract



## 5. Complaints

Consumer protection, in a marketplace that is safe, secure and professional, is a priority for the Bereavement Authority of Ontario.



The BAO reviews complaints pursuant to the *Funeral, Burial and Cremation Services Act, 2002*.

While the BAO attempts to resolve disputes wherever possible, the parties are strongly encouraged to attempt to resolve their concerns directly with the Provider before contacting the BAO. The Registrar's authority in handling complaints is limited to the scope of the *Funeral, Burial and Cremation Services Act, 2002* and its regulations.

The Registrar cannot award damages.



For more information on making a complaint visit [www.thebao.ca](http://www.thebao.ca) or email [complaints@thebao.ca](mailto:complaints@thebao.ca)

# To learn more about...

Funerals, burials, cemeteries, crematoriums, hydrolysis  
and transfer services contact:

Bereavement Authority of Ontario

[www.thebao.ca](http://www.thebao.ca)

(647) 483-2645 | (844) 493-6356

[info@thebao.ca](mailto:info@thebao.ca)



*Funeral, Burial and Cremation Services Act, 2002,*  
and its regulations:

[www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca)

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