



## CEMETERY SERVICES CONTRACT

**THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT  
CEMETERY OPERATOR LICENSE # 3278977**

**HILLCREST CEMETERY SITE #01637, and SACRED HEART/NORTHWAY CEMETERY SITE #05049**  
CEMETERIES AND LICENSING COORDINATOR, P.O. BOX 158, 25 FIFTH AVENUE, SIOUX LOOKOUT, ON P8T 1A4  
Telephone: (807) 737-2700 – Fax: (807) 737-3436 – Email: [cemetery@siouxlookout.ca](mailto:cemetery@siouxlookout.ca)

Interment Rights Certificate # \_\_\_\_\_ Date Issued \_\_\_\_\_  
Interment Rights Transfer# \_\_\_\_\_ Date Issued \_\_\_\_\_

		PURCHASER	INTERMENT RIGHTS HOLDER		
<b>NAME</b>					
<b>ADDRESS</b>					
<b>PHONE NUMBER</b>					
<b>RELATION TO DECEASED</b>					
DECEASED INFORMATION					
<b>NAME</b>	<b>LAST</b>	<b>FIRST</b>	<b>MIDDLE</b>		
<b>DATE OF DEATH</b>	<b>DAY</b>	<b>MONTH</b>	<b>YEAR</b>		
<b>INTERMENT TIME:</b>	<b>TIME</b>	<b>MONTH/DAY</b>	<b>YEAR</b>		
<b>Interment Rights for: Cemetery and Site #:</b>		<b>Lot(s):</b>	<b>Section:</b>		
<input type="checkbox"/> <b>Pre-Need Purchase</b>					
INTERMENT RIGHTS CHARGES					
<b>Lot/Grave Interment Rights Purchase</b>		<b>Price</b>	<b>*Care &amp; Maintenance</b>	<b>HST</b>	<b>Total</b>
<b>Adult Lot</b> Capacity: 1 non-cremated remains, then up to 3 cremated remains Hillcrest: 3m x 1.2m (10' x 4'), Northway/Sacred Heart: 3m x 1.05m(10' x 3.5')		<b>\$500.00</b>	<b>\$250.00</b>	<b>\$97.50</b>	<b>\$847.50</b>
<b>Infant/Child Lot</b> - Capacity: 1 non-cremated or 1 cremated remains Hillcrest only: .45 m x .75 m (1.5' x 2.5')		<b>\$185.00</b>	<b>\$150.00</b>	<b>\$43.55</b>	<b>\$378.55</b>
<b>Cremation Rail Grave</b> - Capacity: 1 cremated remains Hillcrest only: 60 cm x 60 cm		<b>\$250.00</b>	<b>\$150.00</b>	<b>\$52.00</b>	<b>\$452.00</b>
<b>Veteran's Lot:</b> Northway Legion Cemetery only Capacity: 1 non-cremated remains, then up to 3 cremated remains		<b>No Charge</b>	<b>No Charge</b>		
<b>Care &amp; Maintenance Contribution</b> for pre-owned lot or first interment prior to 1955, as per O.Reg 30/11 s. 95(2), Adult Lot \$250.00, Infant/Child Lot or Cremation Grave \$150.00			<b>\$250.00 or \$150.00</b>	<b>\$32.50 \$19.50</b>	<b>\$282.50 \$169.50</b>
<b>**Non Resident Adult or Infant/Child Lot or Cremation Rail Grave</b>		<b>200% of Lot</b>	<b>40% of Lot</b>		
INTERMENT SERVICES CHARGES					
<b>Interment Type Purchase</b>		<b>Price</b>	<b>HST</b>	<b>Total</b>	
Full Adult, Summer		<b>\$895.00</b>	<b>\$116.35</b>	<b>\$1,011.35</b>	
Full Adult, Winter		<b>\$1,170.00</b>	<b>\$152.10</b>	<b>\$1,322.10</b>	
Full Infant/Child, Summer		<b>\$275.00</b>	<b>\$35.75</b>	<b>\$310.75</b>	
Full Infant/Child, Winter		<b>\$505.00</b>	<b>\$65.65</b>	<b>\$570.65</b>	
Cremation, Summer		<b>\$260.00</b>	<b>\$33.80</b>	<b>\$293.80</b>	
Cremation, Winter		<b>\$475.00</b>	<b>\$61.75</b>	<b>\$536.75</b>	
Other Interment Charges and Services					
Interment within a surround		<b>\$250.00</b>	<b>\$32.50</b>	<b>\$282.50</b>	
Rough Box Installation Surcharge		<b>\$150.00</b>	<b>\$19.50</b>	<b>\$169.50</b>	
Vault Installation Surcharge		<b>\$300.00</b>	<b>\$39.00</b>	<b>\$339.00</b>	
Hand Dig Surcharge, Summer Interment		<b>\$350.00</b>	<b>\$45.50</b>	<b>\$395.50</b>	
Hand Dig Surcharge, Winter Interment		<b>\$800.00</b>	<b>\$104.00</b>	<b>\$904.00</b>	
Late Working Charge		<b>\$150.00 per hour</b>			
<b>**Non-Resident Fee or Saturday Fee</b> - Only charge this fee if Non-Resident fee was not charged at time of purchase of Interment Rights		<b>200% of Interment Fee</b>			
Surround Removal		<b>\$150.00 per hour</b>			
Interment Rights Transfer		<b>\$35.00</b>	<b>\$4.55</b>	<b>\$39.55</b>	
License Fee		<b>\$12.00</b>	<b>No HST</b>	<b>\$12.00</b>	
<b>TOTAL CHARGES</b>					

**MEMORIALIZATION/MARKERS**

Lot Location: \_\_\_\_\_ Lot Size: \_\_\_\_\_  
 Marker Type: \_\_\_\_\_ Maximum Marker: \_\_\_\_\_

\*Care and Maintenance Fund Contribution for Interment Rights is determined by provincial legislation, O. Reg. 30/11 s.168.

\*\* Non-Resident shall mean any person who has not owned or rented a dwelling within the Municipality for a period of not less than five consecutive years at any time prior to his/her death.

**This Cemetery Services Contract is between The Corporation of the Municipality of Sioux Lookout and**

\_\_\_\_\_

Concerning this Cemetery Services Contract:

The Purchaser, if different from the Interment Rights Holder, represents being legally authorized or charged with the financial responsibility for the Cemetery Services as specified in this Contract. This Contract shall be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**CONDITIONS OF CEMETERY SERVICES CONTRACT**

**General**

1. Payment in full is required prior to the commencement of any services contained in this Contract. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan. Interest on any outstanding amounts shall be charged at 1 ½% monthly, as per Municipal procedure.
2. The Interment Rights Holder owns the rights and maintains the responsibility for all Interment and Marker activity at the grave or lot to which he owns the rights. The Purchaser, if different from the Interment Rights Holder, shall obtain authorization from the Interment Rights Holder prior to entering into this Contract for any Cemetery service. The Purchaser shall assume all the financial responsibility for this Contract.
3. The contribution to the Care and Maintenance Trust Fund on the purchase of lots shall be as follows: \$250.00 for an Adult Full Lot, \$150.00 for an Infant/Child Lot and \$150.00 for a Cremation Rail Grave.

**Interment/Disinterment**

- 1) No person shall cause or permit an interment to take place without:
  - a) prior written approval from the Municipality;
  - b) a Certificate of Interment Rights having been issued for the grave or lot subject to the interment and;
  - c) after the Interment Rights Holder identified in the Certificate of Interment Rights has authorized the interment of the human remains therein.
2. Only the Municipality may conduct an interment or a disinterment.
3. Prior to the exercise of any Interment Rights, a Burial Permit or the original Certificate of Cremation shall be provided to the Municipality.
4. All interments shall be conducted in accordance with the Cemetery By-Law, the Funeral, Burial and Cremation Services Act, 2002, (FBCSA) as may be amended and all regulations adopted there under.
5. A duly executed Cemetery Services Contract and payment in full is required at least two business days prior to an interment.
6. No interment shall be conducted on a Sunday, and no interment shall commence before 9:00 a.m. or after 3:00 p.m., local time, unless required by law or Order.
7. The Municipality reserves the right to deny interments in lots that are not in a natural state.

**Caps or Surrounds**

1. Any structure that is intended to surround, enclose or cap any lot is prohibited and shall be removed at the expense of the Interment Rights Holder, without further notice to the Interment Rights Holder.
2. The Municipality shall not be responsible for any damages to a surround or for the restoration of any surround or its interior for any reason.
3. Lots covered by a concrete cap are considered closed for the purpose of interments.

**Markers**

1. Authorization from the Municipality to place or remove a Marker may be provided:
  - a) upon the completion of a Cemetery Marker Contract and;
  - b) payment in full
2. Only the Interment Rights Holder may request the placement or removal of a Marker on a lot or grave and may complete the Cemetery Marker Contract.
3. The Interment Rights Holder assumes responsibility for all Marker activity at the grave or lot to which he owns the rights.

**Cancellation of Contract**

1. **Grave/Lot Interment Rights – Pre-Need or no interments to date:**

Within thirty (30) days of the signing of the Contract for Lot/Grave Interment Rights, and where the Interment Rights have not yet been exercised by the Interment Rights Holder, the Purchaser may, in writing to the Municipality, cancel the Contract and the Purchaser shall receive a full refund.

Following the 30 day cancellation period noted above, cancellation of the Contract is not permitted. However, an Interment Rights Holder may re-sell unused Interment Rights to the Municipality. The Municipality shall refund the Interment Rights Holder the current market value, as specified in the current Cemetery Tariff of Rates, less amounts paid into the Care and Maintenance Fund at the time of the original purchase.

The sale of unused Interment Rights to any other person, organization or body by a Purchaser or an Interment Rights Holder is not permitted.

2. **Interment Related Services:**

Within thirty (30) days of the signing of the Contract for Interment related services, and upon giving the Municipality written notice, the Purchaser may cancel the Contract and receive a refund in full.

In the case where the Municipality has not received the sufficient notice to cancel the work and work has been performed, the Purchaser may within thirty (30) days of the signing of the Contract, cancel the Contract and shall be refunded in full for any work not yet performed.

**Re-Sale of Interment Rights to Municipality and Transfer of Interment Rights**

1. The re-sale of Interment Rights to a person, body or corporation other than the Municipality by the Interment Rights Holder is strictly prohibited.
2. Providing no Interment Rights have been exercised, the Interment Rights Holder may request in writing, the re-purchase of the Interment Rights by the Municipality at any time after the initial 30 day cancellation of the contract period. The re-purchase price shall be equal to the current market value as indicated on the current Cemetery Tariff of Rates, less the amount paid into the Care & Maintenance Trust Fund.
3. Should the Interment Rights Holder wish to transfer Interment Rights (a gift made without consideration) he shall return the original Certificate of Interment Rights to the Municipality. The Municipality shall issue a Certificate of Interment Rights Transfer upon payment of the Administration fee.

**Privacy**

The Interment Rights Holder/Purchaser acknowledges and provides consent to permit the Municipality of Sioux Lookout to collect, use and disclose his personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the Cemetery/Crematorium public register. The Purchaser acknowledges that the Municipality of Sioux Lookout does not rent or sell his personal information to third party organizations.

**Consumer Information Guide, Cemetery By-Law, Cemetery Tariff of Rates**

- \_\_\_\_ (Initial here) I have received and reviewed a copy of the Cemetery By-Law.
- \_\_\_\_ (Initial here) I have read and understood the conditions for Cemetery Services.
- \_\_\_\_ (Initial here) I hereby acknowledge I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Tariff of Rates.

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

\_\_\_\_\_  
 \_\_\_\_\_ Signature of Interment Rights Holder  
 \_\_\_\_\_ Date

\_\_\_\_\_  
 \_\_\_\_\_ Signature of Municipal Representative  
 \_\_\_\_\_ Date

Record Log: \_\_\_\_\_ Index Book \_\_\_\_\_ Plot Register \_\_\_\_\_ Map \_\_\_\_\_ Program \_\_\_\_\_ Sequential ID No.

