

**THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN**

**BY-LAW 2007-24**

**Being a by-law to amend by-law 2006-13**

**WHEREAS** Council passed By-law 2006-13 being a by-law of the Corporation of the Municipality of Markstay-Warren for the maintenance, management regulation and control of the St-Thomas Cemetery, Warren Public Cemetery, Warren Protestant Cemetery in Warren and the St Mark Cemetery in Markstay;

**WHEREAS** Council deems it expedient to amend subject by-law to include the newly acquired cemeteries, known as Royal Centre Cemetery and Pinehill Cemetery;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:**

1. **THAT** By-law 2006-13 be recognized as the by-law to administer, regulate and govern the newly acquired cemeteries known as Royal Centre Cemetery and Pinehill Cemetery.
2. **THAT** this By-law be filed with the Registrar appointed under the Cemeteries Act, (Revised) R.S.O. 1990, Chapter C.4;
3. **THAT** these Cemeteries have been registered and added to the licence held by the Municipality of Markstay-Warren, effective August 29<sup>th</sup>, 2007 pursuant to letter received by the Ministry of Government Services, Cemeteries Regulation Unit attached hereto as Schedule "A" and forming part of this by-law.
3. **THAT** this by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST, SECOND AND THIRD**

**TIME AND FINALLY PASSED**

**THIS 19<sup>TH</sup>, DAY OF SEPTEMBER 2007**

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**MAYOR**

  
**CLERK**

**Ministry of  
Government Services**

**Ministère des  
Services gouvernementaux**



**Ontario**

Consumer Protection Branch

Direction de la protection du consommateur

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Toronto ON M7A 2E5  
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**Cemeteries Regulation Unit**

**Unité de la réglementation des cimetières**

August 29, 2007

Licence # **3303330**

Municipality of Markstay-Warren  
P.O. Box 79, 21 Main Street South  
Markstay ON P0M 2G0

Attention: Lorraine Demore, CAO and Clerk

Dear Ms. Demore:

**Re: Royal Centre Cemetery/Pinehill Cemetery**

Thank you for your letter of August 15<sup>th</sup>, 2007, regarding the transfer of the Royal Centre and Pinehill cemeteries to the Municipality of Markstay-Warren.

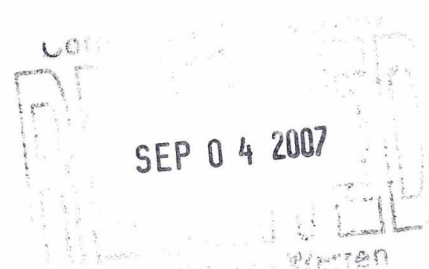
This letter will provide confirmation that both cemeteries have been registered and added to the licence held by the Municipality of Markstay-Warren, effective August 29<sup>th</sup>, 2007.

As the Royal Centre Cemetery was not previously registered, we do not have any information or records for this cemetery. Should you receive any information about this cemetery, such as a lot plan, or historical documents or pictures, we would appreciate receiving a copy for our file.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me directly at 416-326-8514, or toll-free in Ontario at 1-800-889-9768.

Yours truly,

Corina Burnell  
Registration & Compliance Officer



**THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN**

**BY-LAW 2006-13**

**BEING A BY-LAW OF THE CORPORATION OF THE MUNICIPALITY OF  
MARKSTAY-WARREN FOR THE MAINTENANCE, MANAGEMENT REGULATION  
AND CONTROL  
OF THE ST-THOMAS CEMETERY, WARREN PUBLIC CEMETERY, WARREN  
PROTESTANT CEMETERY IN WARREN AND THE ST MARK CEMETERY IN  
MARKSTAY**

**WHEREAS** the Municipal Council of the Corporation of the Municipality of Markstay-Warren deems it necessary to pass a By-law to administer, regulate and govern the municipal cemeteries; pursuant to the Cemeteries Act, (Revised) R.S.O. 1990, Chapter C.4 and regulations thereto, as amended;

**AND WHEREAS** it is desirable and expedient to make provisions for the care and control of the cemeteries;

**AND WHEREAS** no such By-law comes into force and takes effect until it is filed with, and approved by the Registrar appointed under the Cemeteries Act, (Revised) R.S.O. 1990, Chapter C.4;

**AND WHEREAS** Sections 8 & 11(1) of the Municipal Act 2001, S.O. 2001, c.25, as amended, 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  
MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:**



## **PREFACE**

St-Mark Cemetery is situated in the settlement of Markstay, located on Con 3, Pt of Lot 12, Pcl. 47986 of the geographic township of Hagar in the District of Sudbury.

St Thomas Cemetery is situated in the settlement of Warren, located on Con 6, Pt. of Lot 1, Inst. 86282, Plan RCP 84S, Lot 5, of the geographic township of Ratter in the District of Sudbury.

Warren Public Cemetery is situated in the settlement of Warren, located on Con 6, Pt. of Lot 2, Plan 84S, Part Lot 7, RP 53R13312, Part 1, of the geographic township of Ratter in the District of Sudbury.

Warren Protestant Cemetery is situated in the settlement of Warren, located on Concession 6, Part of Lot 2, designated as Lot 6 of Plan 84S in the geographic township of Dunnet in the District of Sudbury.

The Municipal Council of the Corporation of the Municipality of Markstay-Warren, in discharge of their responsibilities, appeals to the public to aid them by following this By-law, which has been adopted for the improvement and upkeep of the cemeteries; to keep them becoming and respectful places for the burial of the dead.

It is our hope that by the cooperative effort we can keep the cemeteries attractive and peaceful.

## **A) ADMINISTRATION**

- 1) The Municipal Council of the Corporation of the Municipality of Markstay-Warren reserves full and complete control and management of the land, buildings, plants, roads, utilities, books and records of the cemetery and complete authority to administer this By-law.
- 2) The Municipal Council shall appoint a cemetery Administrator. No interment or removal of bodies or cremated remains will take place without notice to the Administrator, and he or she will see that a proper Burial Permit or other certificate required by law is furnished to him/her in each instance.
- 3) The Cemetery Administrator and /or his assistants shall:
  - a) Observe and carry out all of the provisions of this By-law, the Cemeteries Act (Revised), and regulations made under the Act;
  - b) make, open and close all graves 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 all graves immediately after interments.



- d) attend to the regular and proper maintenance of the cemetery;
- e) the Administrator, may, in writing, delegate any responsibilities or duties to other cemetery staff

<b>B) DEFINITION</b>
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- 1) **“Administrator”** means the cemetery Administrator
- 2) **“Care and Maintenance Fund”** This is the trust fund in which all monies received by the Town for the care and maintenance of lots; plots and monuments have been invested.
- 3) **“Cemetery”** as per our By-law
- 4) **“Corner Posts”** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- 5) **“Current Expense Account”** means the account that has been set aside for maintenance of the cemetery and for services rendered in connection with its operation.
- 6) **“Interment Rights”** includes the right to require or direct the interment of human remains in a lot.
- 7) **“Interment Rights Certificates”** means the certificate issued by the Corporation of the Municipality of Markstay-Warren to the purchaser of interment rights in either a lot or a plot.
- 8) **“Lot”** means an area of land in a cemetery containing, or set aside to contain human remains.
- 9) **“Marker”** means any memorial of granite; marble or bronze set flush with the surface of the ground.
- 10) **“Monument”** means any permanent memorial projecting above the ground level, and will be of granite, marble, or bronze only.
- 11) **“Ministry”** means the Ministry of Government Services.
- 12) **“Municipal Council, “Council”** means the Municipal Council of the Corporation of the Municipality of Markstay-Warren.
- 13) **“Municipality, Corporation”** means the Corporation of the Municipality of Markstay-Warren as constituted by the Statutes of Ontario.

- 14) **“Plan”** means the plan of the cemetery, approved by the Ministry.
- 15) **“Price List”** means the list of fees and charges set out by the Municipality.
- 16) **“Treasurer”** means the Treasurer of the Corporation of the Municipality of Markstay-Warren.
- 17) **“Trust funds”** means those funds in which a trustee may invest, which are defined in the “Trustee Act”, R.S.O. 1990

<b>C) SALE AND TRANSFER OF INTERMENT RIGHTS</b>
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1. No person will sell interment rights unless that person does so on behalf of the Municipality.
2. Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
3. The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act;
  1. In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.).
  2. In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.

**At the discretion of the Cemetery Administrator**

4. Payments for interment rights will be made at the Municipal Office.
5. The Municipality will provide each Rights Holder at the time of sale with:
  - a) A copy of the By-Law
  - b) A contract
  - c) Upon payment in full, a Certificate of Interment Rights.
6. Interment Rights for lots will be sold in rotation. Special selection can be permitted.
7. Purchasers of Interment Rights acquire only the right and privilege to inter any human remains and erecting monuments or placing markers, subject to the Cemetery By-Laws from time to time in force and approved by the Ministry.



8. To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein will be binding upon the Municipality until notice is given in writing to the Cemetery Administrator of the Municipality specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, the transfer will be made.
9. In cases of transmission of ownership by will or bequest of interment rights, the Municipality reserves the right to require the production of a notary's copy of the will or other evidence to prove ownership. The Municipality recommends Rights Holders to bequeath them and to mention the lot number in their will.
10. An interment rights holder may require, by written demand, the Municipality to repurchase the rights at any time before they are used. The Municipality will repurchase the Rights within thirty days from the date the request was received. The Municipality is not required to Repurchase Interment Rights in a plot in which any interment rights have been exercised.
11. The repurchase price of interment rights will be the amount paid by the purchaser for the rights less the amount paid by the Cemetery owner to the Care and Maintenance Fund. This also applies to all purchases or contracts that were made before this Act came into being.
12. If the original selling price is unknown, the repurchase price will be deemed to be \$50.00 as according to the Cemeteries Act. R.S.O. 1990.
13. In accordance with the Cemeteries Act, R.S.O. 1990, the Municipality is not required to repurchase the interment rights for more than four lots held by the same interment right holder, in a twelve month period.
14. The Municipality after receiving such a demand, will repurchase the interment rights within thirty days after receiving the demand.
15. **NO REFUND** will be made for any lot if any interment rights have been exercised.
16. If any interment rights have not been used after a 20-year period has passed, they may be considered abandoned. The Municipality 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 holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar will issue a declaration to that effect. If there is not an appeal by the end of the time period allowed, the Municipality may resell the lot in question.



17. Any person whose interment rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar will order the Municipality to provide better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, the closest cemetery appropriate to the religious or ethnic affinities of the person whose interment rights have been sold.
18. A purchaser may gift, bequest or otherwise transfer his interment rights without consideration to another person, by giving notice of the transfer to the Administrator. Upon receipt of the notice and the original Certificate, the Administrator shall issue a new Certificate of Interment Rights to the Transferee.

<b>D) INTERMENTS AND DISINTERMENTS</b>
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1. No burials will take place between November 16 and May 15 unless weather permits.
2. Not more than one burial will be made in any lot except
  - That of the cremated remains of not more than 8 people on a full size lot.
  - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.
3. Remains to be buried in a lot must be enclosed in a container/coffin securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
4. All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
5. All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the Administration.
6. The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
7. A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
8. In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.

9. Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
10. When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
11. No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
12. The interment fee includes the opening and closing of the lot and the registration of the burial.
13. The written permission of the interment rights holder is required for any disinterment. No person will remove human remains, except cremated remains; from a cemetery unless a certificate of a Medical Officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.
14. The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
15. No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
16. No interment will be permitted in any lot where the burial rights have not been paid in full.
17. In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
18. No double burial (full caskets) in a single grave permitted.
19. Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
20. The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.



21. The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
22. Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.
23. If, for any reason, the Administrator determines that a burial cannot be made on the day of the funeral, he may direct that the body be placed in temporary entombment where available and the burial shall be as soon after the day of the funeral as condition's permit.
24. Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.

E. CARE OF LOTS - GENERAL
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1. All lots and plots will be maintained and kept properly graded, sodded or seeded and mown by the employees of the Municipality.
2. No person will do any work upon a burial lot without permission of the Administrator.
3. Miniature shrubs, flowering or other plants may be cultivated on lots, but only such varieties that are in good taste and in keeping with the general plan of the grounds and subject to the approval of the Administrator. No existing trees or shrubs growing within any lot may be removed or altered without consent of the Administrator.
4. If any trees or shrubs situated in any lot will have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Municipality may remove such trees, shrubs or parts thereof.
5. **NO GLASS CONTAINERS** of any kind are allowed in the cemetery at any time.
6. Nails, wires, articles of glass or pottery or any other material that may create a hazard to workers and to visitors will not be allowed in the cemetery.
7. **HEREAFTER NO LOT WILL BE DEFINED BY A FENCE, RAILING, WALL, CUT-STONE COPING, HEDGE, EMBANKMENT, DEPRESSION OR OTHER MARKS**



OTHER THAN CORNER-POSTS LEVEL WITH THE SOD TO DEFINE ITS CORNERS OR BOUNDARIES.

8. No interment rights holder will change the framing of his lot, and in case of any such change, the Municipality may restore the lot to its original grade at the expense of the interment rights holder.
9. No unauthorized person will sod, move corner-post or lot markers.
10. The Municipality will not be responsible for loss or damage to any articles left upon any lot or plot.

<b>F) CARE OF LOTS - FLOWERS</b>
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1. The Municipal staff reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or for any other reasons such removals are in the best interest of the Cemetery.
2. Floral tributes are permitted if placed on a lot at the time of the funeral and will be removed from a lot by cemetery staff as soon as they become unsightly.
3. Artificial flowers are permitted in all sections of the cemetery except on flat markers, if they are properly secured to a monument or contained so as not to impede grass cutting. The cemetery reserves the right to remove such artificial flowers once they become unsightly.
4. Flowerbeds are permitted in all sections of the cemetery except the "Flat Marker" section. Flowerbeds will be no greater 14" out from the front of the foundation to a maximum of 34" from the top of the plot. Borders around flowerbeds may be a maximum of 2" above ground level in height and must be made of granite or stone. Absolutely no cement, plastic, wire, wood or glass.
5. Flowerbeds require to be cleared of tender plants after the first frost of the autumn. Rights holders desiring to take any plants away should do so before their removal becomes necessary.
6. Due to hazards created to workers, visitors, as well as monuments, during grass cutting operations, granular decorative stones will no longer be permitted in the cemetery, unless enclosed in a border as in #4 above.
7. Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after November 1<sup>st</sup> provided they are securely fastened to the monument, or where there is not a monument, mounted on a post at least 76.20cm (30 inches) high and securely anchored in the ground.
8. To preserve the proper appearance of the grounds, artificial wreaths must be removed

before May 1<sup>st</sup> of each year; otherwise the Municipal staff will remove them.

9. Except in ash burial areas, additions of bronze or marble ornaments, such as candle holders, vases or statues bolted to the monument or the base itself in a secure and safe fashion shall be permitted.

#### **G) MONUMENTS AND MARKERS – GENERAL INFORMATION**

1. No monument or other structure will be erected or permitted on a lot until accrued charges have been paid in full.
2. No foundations shall be installed except by authorized monument dealers.
3. No monument, footstone, marker or memorial of any kind will be placed, moved, altered or removed without permission from the Administrator.
4. No inscription will be placed on any monument, which is not in keeping with the dignity and decorum of the cemetery.
5. Candleholders, statues and vases may constitute part of a monument if they are made principally of bronze, marble, or granite and are securely attached to the monument or monument base.
6. Every person having a monument or marker installed, in the cemetery, will pay the prescribed amount, as set out in the Cemeteries Act, to the Municipality's Care and Maintenance Fund. The interest earned from this fund will be used to maintain markers or monuments in a safe condition.
7. If a monument or marker in the cemetery presents a risk to public safety because it is unstable, the Municipality will do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.

#### **H. MONUMENTS**

1. For the purpose of the regulations, a monument will be understood to mean any permanent memorial projecting above the ground level.
2. Minor scraping of the base portion of the upright monuments due to the turf mowing operations is considered to be normal wear.
3. The Municipality will take reasonable precautions to protect the property of interment rights holders, but is assuming no liability for the loss of, or damage to, any monument, or parts thereof except where such damage or loss is due to negligence.



4. The Municipality reserves the right to determine the maximum size of a monument, their number and their location on each lot or plot. They must not be of a size that it would interfere with any future interments.
5. No monument other than a headstone may be erected on a single lot and only one headstone may be erected thereon.
6. Where in accordance with the section INTERMENTS AND DISINTERMENTS, subsection D-2, if there is more than one burial on a lot, then there will be no more than one upright monument, and one marker for each interred remains. No candle holders, statues or vases permitted on flat markers.
7. Monuments including base, will not exceed the following dimensions:
  1. Single lots:

Height	42 inches above ground level
Width	30 inches
Depth	20 inches
  2. Multiple grave lots:

Height	48 inches above ground level
Width	60 inches
Depth	20 inches
8. No monument including the base will exceed 36 inches in height where the die is less than 6 inches in thickness, and no die shall be less than 4 inches in thickness where the monument, including the base, is less than 36 inches. Foundations will be 2" larger all around base and a minimum of 6" thick to be installed at ground level. The material must be of stone and/or concrete only. No foundation shall be installed except by an authorized monument dealer.
9. Monuments can only be erected on lots designated for monuments and not in any area designated for "Flat Markers Only".
10. Monuments must be placed at the center of the head end of the lot except where alignment with existing nearby monuments justifies another location. Approval of the location must be obtained from the Administrator or his assistant before a monument is set.
11. All photographs attached to any memorials or placed within the cemetery grounds will be the sole responsibility of the owner.



## **1      MARKERS**

1. Markers will be accepted for installation during the Municipality's regular working hours (8:00 a.m. - 4:30 p.m.). If weather and ground conditions permit, installations will be made within 30 days after acceptance. Markers will not be accepted from any monument dealer for storage during the winter months.
2. Markers of bronze, marble or granite are permitted with size and quantity restrictions according to the section of the cemetery and the regulations deemed necessary as per the size of the lot in that section. Its placement must not interfere with future interments.
  1.      Single Lot:      Length      20 inches  
                                 Width      18 inches  
                                 Thickness not less than 10.16cm (4 inches)
  2.      Two-grave Lot: Length      40 inches  
                                 Width      18 inches  
                                 Thickness not less than 15.24 cm (4 inches)
  3.      Cremation Section : On a 60.96 cm (24 inches) x 60.96 cm (24 inches) lot  
                                 Length 45.72 cm (20 inches)  
                                 Width 35.56 cm (18 inches)  
                                 Thickness not less than 10.16 cm (4 inches)  
                                 On a multiple grave lot, no marker to exceed 91.44cm  
                                 (40 inches in length ) (18 inches) in width and not less  
                                 than 4 inches.
3. Flat markers are to be flat on top and set level with the ground so that a lawnmower can pass safely over them.
4. All markers and monuments will be constructed of non-oxidizing metals, granite or marble.  
The bottom bed of all bases and markers will be cut level and true.
5. Temporary markers, normally provided by Funeral Homes, are permitted for a period of twelve months from date of burial.

## **J)      RULES FOR MONUMENT DEALERS, CONTRACTOR AND WORKERS**

1. No monument or marker will be delivered to the cemetery without the proper paperwork.
2. Monument dealers must state on each order the date they wish to install and must give at least fifteen working days notice.
3. **No monument or marker will be removed without notifying the Administrator or his assistant.**

4. All companies, who do work for the Municipality's cemeteries, will have their own Workers Compensation coverage for their workers as well as sufficient liability insurance.
5. The demeanor and behavior of all workers employed by others in the cemetery will be subject to control of by the Administrator.
6. Workers will cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
7. **All work must be done during regular cemetery hours, unless by special permission of the Administrator.**
8. Heavy loads will not be permitted into the cemetery when the roads are in unfit condition.
9. No monument dealer will park on the grass unless otherwise directed to do so by the Administrator or his assistant or someone in the employ of the Municipality. All restoration from the installation is the responsibility of the monument dealer. If any damage is done to other monuments, it will be the responsibility of the monument dealer to repair or replace the monuments. The caretakers will notify said dealer if work is not satisfactory; eg: proper disposal of sod and earth.

<b>K     MORTUARY REGULATIONS</b>
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1. The bodies of persons dying from contagious diseases cannot be admitted to the vault but must be interred.
2. All bodies stored in our vault must, for health reasons, be embalmed.
3. A body will not be placed in a reinforced cardboard container for storage. Only bodies placed in a wooden or steel casket may be stored.

<b>L)     RULES FOR VISITORS</b>
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1. Visitors are always welcome at the cemetery during the open hours, from 8:00 a.m. until sundown. They are asked to remember to respect the dead.
2. Prior to any Memorial Service being held in the cemetery, the Municipality will be given 15 days notice in writing together with a satisfactory undertaking that the cost of repairing any damage that may be occasioned, will be paid by the party conducting such Memorial Service.
3. The Municipality and any of its authorized representatives are empowered and are required to preserve order and decorum in the cemetery.



4. No parades other than funeral processions or Remembrance Day proceedings will be admitted to or be organized within the cemetery.
5. Children under the age of twelve years are welcome in the Cemetery grounds when accompanied by an adult, who will be responsible for their good conduct and will see that they do not run over the lots or climb upon the monuments.
6. Vehicles within the cemetery will be driven at a moderate rate of speed and will not leave the avenues or park on the grass unless directed to do so by the caretaker.
7. No pleasure ATV's (all terrain vehicles) or snowmobiles are allowed in the cemetery.
8. Proprietors of vehicles and their drivers will be held responsible for any damage done by them.
9. **Dogs or other pets will not be allowed in the cemetery.**
10. Picnics or parties will not be permitted in the cemetery grounds.
11. Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery, is liable to the Municipality and any interment rights holder, who, as a result, incurs damage. The amount of damage will be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person.
12. Any complaints by interment rights holders or visitors should be made to the Cemetery Administrator and not to workers on the grounds and controversies with workers or others are to be avoided.
13. Rubbish will not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
14. Any person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates these by-laws must be expelled from the grounds.
15. **Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the Municipality. An article removed will be held at the Municipal Office for collection. If not collected, it will be disposed of after 30 days.**
16. Tips or gratuities are not to be given to the cemetery workers by visitors or Rights Holder, nor will any cemetery worker accept any.



**M) CERTIFICATES OF INTERMENT & PRICE LIST**

1. The form of Certificate of Interment Rights is attached as Schedule "A" (St Mark Cemetery in Markstay), Schedule "B" (Warren Public Cemetery in Warren) & Schedule "C" (St-Thomas Cemetery in Warren) and Schedule "D" (Warren Protestant Cemetery in Warren).
2. The Administrator or his/her assistant is hereby authorized to execute on behalf of the Municipality, the Certificate of Interment Rights referred to in Schedule "A", "B", "C" & "D".
3. Price list is included in the municipality's by-law that established service charges and fees.
4. The contract for purchase of internment rights or cemetery supplies or services being appendix "A" for each respective cemetery schedule attached hereto shall form part of this By-Law.

**N) REPEAL**

By-law # 93-10 The Corporation of the Township of Ratter & Dunnet , December 07<sup>th</sup>, 1993 & By-law # 93-11 The Corporation of the Township of Hagar, October 19<sup>th</sup>, 1993 are hereby repealed.

**O) EFFECTIVE DATE**

This by-law will come into force and take effect upon approval by the Registrar appointed pursuant to the Cemeteries Act (Revised)

READ A FIRST TIME THIS

19 DAY OF

April, 2006

READ A SECOND AND THIRD

TIME AND FINALLY PASSED

THIS 16 DAY OF

August, 2006

  
MAYOR

  
CLERK

  
MAYOR

  
CLERK

**Schedule "H" to By-Law 2005-24**  
**Cemeteries**

<i>Description of Services/Document</i>	<i>Price</i>	<i>GST</i>	<i>Total</i>	<i>Gr. Total</i>
Regular Lots- Single Grave				
General Fund	\$180.00	\$10.80	\$190.80	
Lot Maintenance Fund	\$150.00	\$ 9.00	\$159.00	\$349.80
Children Under 8 - Maximum of 4 burials per lot - Single Grave				
General Fund	\$60.00	\$3.60	\$63.60	
Lot Maintenance Fund	\$40.00	\$2.40	\$42.40	\$106.00
Ash Burial Lot (see note 1)				
General Fund	\$48.00	\$2.88	\$50.88	
Lot Maintenance Fund	\$32.00	\$1.92	\$33.92	\$ 84.80
Interment Charges - All Graves				
General Fund	\$300.00	\$18.00	\$318.00	\$318.00
Internment Charges - Children				
General Fund	\$150.00	\$9.00	\$159.00	\$159.00
Internment Charges - Cremation				
General Fund	\$75.00	\$4.50	\$79.50	\$79.50
Disinterment and reburial in any other location in cemetery				
General Fund	\$500.00	\$30.00	\$530.00	\$530.00
Disinterment only (transfer to and reburial in another cemetery at applicants expense)				
General Fund	\$400.00	\$24.00	\$424.00	\$424.00
Transfer of Internment Rights (includes recording changes of ownership and issuing new deed)				
General Fund	\$25.00	\$1.50	\$26.50	\$26.50
Monument Installation Charges - installing a flat marker measuring over 172 square inches				
Care and Maintenance Marker Fund	\$50.00	\$3.00	\$53.00	\$53.00
Monument Installation Charges - installing an upright monument measuring up to 4 feet in height or width				
Care and Maintenance Monument Fund	\$100.00	\$6.00	\$106.00	\$106.00
Monument Installation Charges - installing an upright monument measuring over 4 feet in height or width				
Care and Maintenance Monument Fund	\$200.00	\$12.00	\$212.00	\$212.00

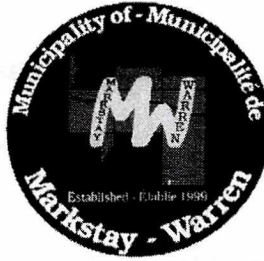
Above fees applies during regular working hours. A 50% surcharge will apply for a holiday or weekend or after hours.

Note 1: Ash burial lot prices to be in effect when cemetery map is revised to include such lots.



SCHEDULE "A" TO BY-LAW 2006-13

Certificate No. \_\_\_\_\_



**CERTIFICATE OF INTERMENT RIGHTS**

Pursuant to the Cemeteries Act and Regulations and all amendments thereto

**BETWEEN  
THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN  
AND**

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

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

\_\_\_\_\_

\_\_\_\_\_

Hereinafter called "the Interment Rights Holder"

In consideration of \_\_\_\_\_ Dollars (\_\_\_\_\_) which includes a sum for Care and Maintenance (\_\_\_\_\_), which is hereby acknowledged and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

**ST. MARK CEMETERY**

Row: \_\_\_\_\_

Lot: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Receipt(s): \_\_\_\_\_

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

The purchaser by acceptance of this certificate indicated 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 the provisions of the Cemeteries Act (Revised) as if these were included as part of this certificate.

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transferred, but must be returned to the Municipality, who will issue a new Certificate to the Transferee. **Please note** that a "transfer" means a gift, bequest or other transfer of an interment right without consideration.

**Transfer of Interment Rights:**

**From:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**To:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**ST. MARK CEMETERY**

**Per:** \_\_\_\_\_



## CONDITIONS OF CONTRACT – ST MARK CEMETERY

The Municipality agrees with \_\_\_\_\_  
(purchaser)

as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$150.00, whichever is greater

Cremation Lot: 40% of filed rate

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

-Flat Marker over 72 sq. in. \$ 50.00

- Upright Monument up to 4 ft. in height or width \$100.00

- Upright Monuments over 4 ft. in height or width \$200.00

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.
- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law **2006-13** of the Corporation of the Municipality of Markstay-Warren governing ST. MARK CEMETERY, the following restrictions on the exercise of interment rights apply;
  - 1) No burials will take place between November 16 and May 15 unless weather permits.
  - 2) Not more than one burial will be made in any lot except
    - That of the cremated remains of not more than 8 people on a full size lot.
    - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.
  - 3) Remains to be buried in a lot must be enclosed in a container /coffin securely, and of sufficient strength to permit burial with the container remaining intact.

The container must be of a size to permit burial within the size of the lot.

- 4) All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
- 9) Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.



- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
- 19) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 20) The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
- 21) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
- 22) Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.

- 23) If, for any reason, the Administrator 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 as soon after the day of the funeral as conditions permit.
- 24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.
- d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.
- e) In accordance with By-law 2006-13 of the cemetery, the following restrictions on the transfer of interment rights apply:
- No person will sell interment rights unless that person does so on behalf of the Municipality.
  - Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
  - The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
  - In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.)
  - In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.
- f) The resale of interment rights by the purchaser is prohibited.
- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.



4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:
- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
  - b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
  - c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made;
  - d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the Purchaser for the Pre-need services or supplies, together with any income earned by the owner on the 10% since the purchase or \$200.00.

CON

(8)

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 2 of 2)**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**Monument Installation Fees - Care and Maintenance Marker Fund**

Flat marker (over 172 square inches) \$ \_\_\_\_\_

Upright monument ( up to 4 feet in height or width) \$ \_\_\_\_\_

Upright monument ( over 4 feet in height or width) \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

**Additional Service Charges:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

GST (where applicable) \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

**G/L Receipt No.** \_\_\_\_\_

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing the St-Mark Cemetery and the Purchaser hereby acknowledges receipt of copy of the Cemetery By-law and that the Conditions of Contract" attached hereto have been read and understood.

**Ordered by:** \_\_\_\_\_

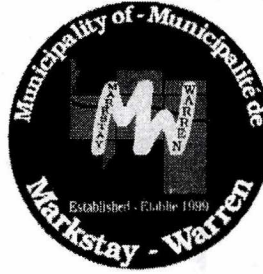
**Purchaser**

**Cemetery Manager, Per:** \_\_\_\_\_

**Lorraine Demore**



Certificate No. \_\_\_\_\_



## CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act and Regulations and all amendments thereto

**BETWEEN  
THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN  
AND**

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

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

Hereinafter called "the Interment Rights Holder"

In consideration of \_\_\_\_\_ Dollars (\_\_\_\_\_) which includes a sum for Care and Maintenance (\_\_\_\_\_), which is hereby acknowledged and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

### **WARREN PUBLIC CEMETERY**

Row: \_\_\_\_\_ Lot: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Receipt(s): \_\_\_\_\_

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

The purchaser by acceptance of this certificate indicated 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 the provisions of the Cemeteries Act (Revised) as if these were included as part of this certificate.

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transferred, but must be returned to the Municipality, who will issue a new Certificate to the Transferee. **Please note** that a "transfer" means a gift, bequest or other transfer of an interment right without consideration.

**Transfer of Interment Rights:**

**From:** \_\_\_\_\_

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

**To:** \_\_\_\_\_

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

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

**WARREN PUBLIC CEMETERY**

Per: \_\_\_\_\_

## CONDITIONS OF CONTRACT – WARREN PUBLIC CEMTERY

The Municipality agrees with \_\_\_\_\_ as follows:  
(purchaser)

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$150.00, whichever is greater

Cremation Lot: 40% of filed rate

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

-Flat Marker over 72 sq. in. \$ 50.00

- Upright Monument up to 4 ft. in height or width \$100.00

- Upright Monuments over 4 ft. in height or width \$200.00

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.
- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law **2006-13** of the Corporation of the Municipality of Markstay-Warren governing **WARREN PUBLIC CEMETERY**, the following restrictions on the exercise of interment rights apply;
  - 1) No burials will take place between November 16 and May 15 unless weather permits.
  - 2) Not more than one burial will be made in any lot except
    - That of the cremated remains of not more than 8 people on a full size lot.
    - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.



- 3) Remains to be buried in a lot must be enclosed in a container /coffin securely, and of sufficient strength to permit burial with the container remaining intact.
- 4) The container must be of a size to permit burial within the size of the lot.

All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.

- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
- 9) Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical officer of Health

or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.

- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
- 19) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 20) The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
- 21) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
- 22) Notice of each interment to be made will be given to the

Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.

- 23) If, for any reason, the Administrator 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 as soon after the day of the funeral as condition's permit.
  - 24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.
- d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.
  - e) In accordance with By-law 2006-13 of the cemetery, the following restrictions on the transfer of interment rights apply:
    - No person will sell interment rights unless that person does so on behalf of the Municipality.
    - Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
    - The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
    - In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.)
    - In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.
  - f) The resale of interment rights by the purchaser is prohibited.



- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.

4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:

- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
- b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
- c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made;
- d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the Purchaser for the Pre-need services or supplies, together with any income earned by the owner on the 10% since the purchase or \$200.00.

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 1 of 2)**

<b>WARREN PUBLIC CEMETERY</b> <b>c/o Municipality of Markstay-Warren</b> <b>21 Main St. South, P.O. Box 79</b> <b>Markstay, Ontario P0M 2G0</b>		<b>Contract for Purchase of</b> <b>Internment Rights</b>	
<b>Sold to:</b>  Date:                                /                / day           month           year  Pre-need <input type="checkbox"/> At-need <input type="checkbox"/>  Name: _____  Address: _____  Lot No: _____ Section: _____  No of graves: _____  Measurements: _____  Name of Deceased: _____  Date of Death:                        /                / day           month           year  Place of Death: _____  Details: _____ _____ _____ _____		<b><u>INTERMENT RIGHTS:</u></b>  <b><u>Lot Prices:</u></b>  Regular Adult Lot                                \$ _____  Children (under 8) Lot                                \$ _____  Ash Burial Lot                                \$ _____  Amount-Care & Maintenance \$ _____  Repurchase Price                                \$ _____  <b><u>SUB TOTAL</u></b> \$ _____  <b><u>INTERMENT CHARGES:</u></b>  Regular Adult                                \$ _____  Infant - Child                                \$ _____  Cremation                                \$ _____  <b><u>SUB TOTAL</u></b> \$ _____  GST (where applicable)                                \$ _____  <b>TOTAL SALE</b> \$ _____  <b>TOTAL PAID</b> \$ _____  <b>TOTAL DUE</b> \$ _____	

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 2 of 2)**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**Monument Installation Fees - Care and Maintenance Marker Fund**

Flat marker (over 172 square inches) \$ \_\_\_\_\_

Upright monument ( up to 4 feet in height or width) \$ \_\_\_\_\_

Upright monument ( over 4 feet in height or width) \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

**Additional Service Charges:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

GST (where applicable) \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

**G/L Receipt No.** \_\_\_\_\_

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing the Warren Public Cemetery and the Purchaser hereby acknowledges receipt of copy of the Cemetery By-law and that the "Conditions of Contract" attached hereto have been read and understood.

**Ordered by:** \_\_\_\_\_

**Purchaser**

**Cemetery Manager, Per:** \_\_\_\_\_

**Lorraine Demore**





Certificate No. \_\_\_\_\_

## CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act and Regulations and all amendments thereto

BETWEEN

**THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN  
AND**

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

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

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

Hereinafter called "the Interment Rights Holder"

In consideration of \_\_\_\_\_ Dollars (\_\_\_\_\_) which includes a sum for Care and Maintenance (\_\_\_\_\_), which is hereby acknowledged and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

**ST. THOMAS CEMETERY**

Row: \_\_\_\_\_

Lot: \_\_\_\_\_

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

Receipt(s): \_\_\_\_\_

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

The purchaser by acceptance of this certificate indicated 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 the provisions of the Cemeteries Act (Revised) as if these were included as part of this certificate.

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transferred, but must be returned to the Municipality, who will issue a new Certificate to the Transferee. **Please note** that a “transfer” means a gift, bequest or other transfer of an interment right without consideration.

**Transfer of Interment Rights:**

**From:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**To:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**ST. THOMAS CEMETERY**

Per: \_\_\_\_\_

## CONDITIONS OF CONTRACT – ST THOMAS CEMETERY

The Municipality agrees with \_\_\_\_\_  
(purchaser)

as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$150.00, whichever is greater

Cremation Lot: 40% of filed rate

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

-Flat Marker over 72 sq. in. \$ 50.00

- Upright Monument up to 4 ft. in height or width \$100.00

- Upright Monuments over 4 ft. in height or width \$200.00

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.
- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law **2006-13** of the Corporation of the Municipality of Markstay-Warren governing ST. THOMAS CEMETERY, the following restrictions on the exercise of interment rights apply;
  - 1) No burials will take place between November 16 and May 15 unless weather permits.
  - 2) Not more than one burial will be made in any lot except
    - That of the cremated remains of not more than 8 people on a full size lot.
    - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.
  - 3) Remains to be buried in a lot must be enclosed in a container /coffin securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.



- 4) All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
- 9) Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.
- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.

- 15) No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
- 19) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 20) The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
- 21) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
- 22) Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.
- 23) If, for any reason, the Administrator 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 as soon after the day of the funeral as condition's permit.

- 24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.
- d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.
- e) In accordance with By-law 2006-13 of the cemetery, the following restrictions on the transfer of interment rights apply:
- No person will sell interment rights unless that person does so on behalf of the Municipality.
  - Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
  - The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
  - In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.)
  - In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.
- f) The resale of interment rights by the purchaser is prohibited.
- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.



4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:
- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
  - b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
  - c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made;
  - d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the Purchaser for the Pre-need services or supplies, together with any income earned by the owner on the 10% since the purchase or \$200.00.

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 1 of 2)**

ST THOMAS CEMETERY c/o Municipality of Markstay-Warren 21 Main St. South, P.O. Box 79 Markstay, Ontario P0M 2G0		Contract for Purchase of Internment Rights	
<b>Sold to:</b>		<b><u>INTERMENT RIGHTS:</u></b>	
Date:                         /                 / day           month           year		<b><u>Lot Prices:</u></b>	
Pre-need <input type="checkbox"/>		Regular Adult Lot                         \$ _____	
At-need <input type="checkbox"/>		Children (under 8) Lot                         \$ _____	
Name: _____		Ash Burial Lot                                 \$ _____	
Address: _____		Amount-Care & Maintenance \$ _____	
Lot No: _____ Section: _____		Repurchase Price                                 \$ _____	
No of graves: _____		<b><u>SUB TOTAL</u></b> \$ _____	
Measurements: _____			
Name of Deceased: _____		<b><u>INTERMENT CHARGES:</u></b>	
Date of Death:                 /                 / day           month           year		Regular Adult                                 \$ _____	
Place of Death: _____		Infant - Child                                 \$ _____	
Details: _____ _____ _____ _____		Cremation   \$ _____	
		<b><u>SUB TOTAL</u></b> \$ _____	
		GST (where applicable)                         \$ _____	
		<b>TOTAL SALE</b> \$ _____	
		<b>TOTAL PAID</b> \$ _____	
		<b>TOTAL DUE</b> \$ _____	

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 2 of 2)**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**Monument Installation Fees - Care and Maintenance Marker Fund**

Flat marker (over 172 square inches) \$ \_\_\_\_\_

Upright monument ( up to 4 feet in height or width) \$ \_\_\_\_\_

Upright monument ( over 4 feet in height or width) \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

**Additional Service Charges:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

GST (where applicable) \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

**G/L Receipt No.** \_\_\_\_\_

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing the St-Thomas Cemetery and the Purchaser hereby acknowledges receipt of copy of the Cemetery By-law and that the "Conditions of Contract" attached hereto have been read and understood.

**Ordered by:** \_\_\_\_\_

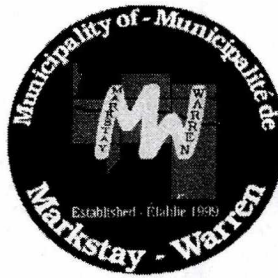
**Purchaser**

**Cemetery Manager, Per:** \_\_\_\_\_

**Lorraine Demore**



Certificate No. \_\_\_\_\_



## CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act and Regulations and all amendments thereto

**BETWEEN  
THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN  
AND**

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

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

\_\_\_\_\_

Hereinafter called "the Interment Rights Holder"

In consideration of \_\_\_\_\_ Dollars (\_\_\_\_\_) which includes a sum for Care and Maintenance (\_\_\_\_\_), which is hereby acknowledged and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

**WARREN PROTESTANT CEMETERY**

Row: \_\_\_\_\_

Lot: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Receipt(s): \_\_\_\_\_

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

The purchaser by acceptance of this certificate indicated 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 the provisions of the Cemeteries Act (Revised) as if these were included as part of this certificate.

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transferred but must be returned to the Municipal who will issue a new Certificate to the Transferee. **Please note** that a "transfer" means a gift, request or other transfer of an interment right without consideration.

**Transfer of Interment Rights:**

**From:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**WARREN PROTESTANT CEMETERY**

**Per:**

\_\_\_\_\_

## CONDITIONS OF CONTRACT – WARREN PROTESTANT CEMETERY

The Municipality agrees with \_\_\_\_\_  
(purchaser)

as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$150.00, whichever is greater

Cremation Lot: 40% of filed rate

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

- |   |          |
|---|----------|
| -Flat Marker over 72 sq. in.                      | \$ 50.00 |
| - Upright Monument up to 4 ft. in height or width | \$100.00 |
| - Upright Monuments over 4 ft. in height or width | \$200.00 |

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.
- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law **2006-13** of the Corporation of the Municipality of Markstay-Warren governing Warren Protestant Cemetery , the following restrictions on the exercise of interment rights apply;
  - 1) No burials will take place between November 16 and May 15 unless weather permits.
  - 2) Not more than one burial will be made in any lot except
    - That of the cremated remains of not more than 8 people on a full size lot.
    - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.
  - 3) Remains to be buried in a lot must be enclosed in a container /coffin securely, and of sufficient strength to permit burial with the container remaining intact.



The container must be of a size to permit burial within the size of the lot.

- 4) All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
- 9) Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.

- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
- 19) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 20) The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
- 21) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
- 22) Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.

- 23) If, for any reason, the Administrator 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 as soon after the day of the funeral as condition's permit.
- 24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.
- d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.
- e) In accordance with By-law 2006-13 of the cemetery, the following restrictions on the transfer of interment rights apply:
- No person will sell interment rights unless that person does so on behalf of the Municipality.
  - Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
  - The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
  - In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.)
  - In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.
- f) The resale of interment rights by the purchaser is prohibited.
- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.



4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:
- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
  - b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
  - c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made;
  - d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the Purchaser for the Pre-need services or supplies, together with any income earned by the owner on the 10% since the purchase or \$200.00.

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 1 of 2)**

<b>WARREN PROTESTANT CEMETERY</b> <b>c/o Municipality of Markstay-Warren</b> <b>21 Main St. South, P.O. Box 79</b> <b>Markstay, Ontario P0M 2G0</b>	<b>Contract for Purchase of Interment Rights</b>
<b>Sold to:</b>  Date:                                /                                / day                                month                                year  Pre-need <input type="checkbox"/> At-need <input type="checkbox"/>  Name: _____ Address: _____ Lot No: _____ Section: _____ No of graves: _____ Measurements: _____ Name of Deceased: _____  Date of Death:                                /                                / day                                month                                year Place of Death: _____ Details: _____ _____ _____ _____ _____	<b><u>INTERMENT RIGHTS:</u></b>  <b><u>Lot Prices:</u></b> Regular Adult Lot                                \$ _____ Children (under 8) Lot                                \$ _____ Ash Burial Lot                                \$ _____ Amount-Care & Maintenance \$ _____ Repurchase Price                                \$ _____ <b>SUB TOTAL                                \$ _____</b>  <b><u>INTERMENT CHARGES:</u></b> Regular Adult                                \$ _____ Infant - Child                                \$ _____ Cremation                                \$ _____ <b>SUB TOTAL                                \$ _____</b> GST (where applicable)                                \$ _____  <b>TOTAL SALE                                \$ _____</b> <b>TOTAL PAID                                \$ _____</b> <b>TOTAL DUE                                \$ _____</b>

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 2 of 2)**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**Monument Installation Fees - Care and Maintenance Marker Fund**

Flat marker (over 172 square inches) \$ \_\_\_\_\_

Upright monument ( up to 4 feet in height or width) \$ \_\_\_\_\_

Upright monument ( over 4 feet in height or width) \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

**Additional Service Charges:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

GST (where applicable) \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

**G/L Receipt No.** \_\_\_\_\_

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing the Warren Protestant Cemetery and the Purchaser hereby acknowledges receipt of copy of the Cemetery By-law and that the "Conditions of Contract" attached hereto have been read and understood.

**Ordered by:** \_\_\_\_\_

**Purchaser**

**Cemetery Manager, Per:** \_\_\_\_\_

**Lorraine Demore**



Ministry of  
Government  
Services

Marketplace Standards and  
Services Branch  
Cemeteries Regulation Unit  
250 Yonge Street, 32<sup>nd</sup> Floor  
Toronto ON M5B 2N5  
Tel.: (416) 326-8393  
Fax: (416) 326-8406

Ministère des  
Services gouvernementaux

Direction des normes et des  
services relatifs au marché  
Règlementation des cimetières  
250, rue Yonge, 32<sup>e</sup> étage  
Toronto ON M5B 2N5  
Téléphone : (416) 326-8393  
Télécopieur : (416) 326-8406

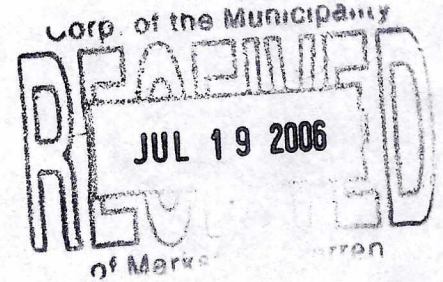


14 July 2006

License# 3303330

Municipality of Markstay-Warren  
P.O. Box 79  
21 Main Street South  
Markstay ON P0M 2G0

Attn: Lorraine Demore / CAO



Dear Ms. Demore:

Re: Submissions for Municipal Cemeteries under By-law 2005-24 & By-law 2006-13

The following submissions have been approved / filed with our office:

Price List  
By-laws  
Contract  
Certificate of Interment Rights

**Please note: These submissions have been approved / filed based on the following changes.**

1) The **Price List** requires a correction to the "Ash Burial Lot". A cremation lot selling for \$80 (less GST) has a Care & Maintenance amount of 40%. Therefore, the general fund receives \$48 and the Care & Maintenance is \$32.

2) The **Certificate of Interment Rights** requires the following clause to be inserted:

"The Purchaser, by acceptance of this certificate indicated 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 the provisions of the *Cemeteries Act (Revised)* as if these were included as part of this certificate."

3) The **Contract** is to indicate the "Repurchase Price" as indicated in red ink. Interment is spelled incorrectly in a few places on the Contract.

4) The **By-laws** have corrections and additions as indicated in red ink:

Page 3, Section 11

Page 4, Section C)5.

Page 6 – Spelling error for Interments and Disinterments

Page 7, Section 13

Page 15 M) -Spelling error

The Ministry is now known as the Ministry of Government Services.

Yours truly,

A handwritten signature in black ink, appearing to be "Don Fleming".

Don Fleming / Compliance Officer

Enclosure

Schedule "H" to By-Law 2005-24

*Cemeteries*

<i>Description of Services/Document</i>	<i>Price</i>	<i>GST</i>	<i>Total</i>	<i>Gr.Total</i>
Regular Lots- Single Grave				
General Fund	\$180.00	\$12.60	\$192.60	
Care and Maintenance Fund	\$150.00	\$10.50	\$160.50	\$353.10
Children Under 8 - Maximum of 4 burials per lot - Single Grave				
General Fund	\$60.00	\$4.20	\$64.20	
Care and Maintenance Fund	\$40.00	\$2.80	\$42.80	\$107.00
Ash Burial Lot (see note 1)				
General Fund	<del>\$50.00</del> <sup>48<sup>00</sup></sup>	\$3.50	\$53.50	
Care and Maintenance Fund	<del>\$30.00</del> <sup>32<sup>00</sup></sup>	\$2.10	\$32.10	\$85.60
Interment Charges - All Graves				
General Fund	\$300.00	\$21.00	\$321.00	
Internment Charges - Children				
General Fund	\$150.00	\$10.50	\$160.50	
Internment Charges - Cremation				
General Fund	\$75.00	\$5.25	\$80.25	
Disinternment and reburial in any other location in cemetery				
General Fund	\$500.00	\$35.00	\$535.00	
Disinternment only ( transfer to and reburial in another cemetery at applicants expense)				
General Fund	\$400.00	\$28.00	\$428.00	
Transfer of Internment Rights (includes recording change of ownership and issuing new deed)				
General Fund	\$25.00	\$1.75	\$26.75	
Monument Installation Charges - installing a flat marker measuring over 172 square inches				
Care and Maintenance Marker Fund	\$50.00	\$3.50	\$53.50	
Monument Installation Charges - installing an upright monument measuring up to 4 feet in height or width				
Care and Maintenance Marker Fund	\$100.00	\$7.00	\$107.00	



Monument Installation Charges - installing an upright monument measuring over 4 feet in height or width				
Care and Maintenance Marker Fund	\$200.00	\$14.00	\$214.00	

Above fees applies during regular working hours. A 50% surcharge will apply for a holiday or weekend or after hours.

Note 1: Ash burial lot prices to be in effect when cemetery map is revised to include such lots

 <b>Ministry of Government Services</b> <b>Ministère des Services gouvernementaux</b> <b>Cemeteries Regulation</b> <b>Réglementation des cimetières</b>	
<b>FILED</b> In accordance with the regulations under The Cemeteries Act.	<b>DEPOSÉ</b> conformément aux règlements afférents à la Loi sur les cimetières.
Date of Filing/ Date de dépôt <u>July 14, 2006</u>	
File No. of Cemetery/ Numéro de fiche de cimetière <u>04076</u>	
By/ <i>[Signature]</i>	





Certificate No. \_\_\_\_\_

## CERTIFICATE OF INTERMENT RIGHTS

Pursuant to the Cemeteries Act and Regulations and all amendments thereto

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

AND

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

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

 <b>Ontario</b> Ministry of Government Services Cemeteries Regulation	<b>Ministère des Services gouvernementaux</b> Réglementation des cimetières
<b>FILED</b> in accordance with the regulations under The Cemeteries Act.	<b>DEPOSÉ</b> conformément aux règlements afférents à la Loi sur les cimetières.
Date of Filing / Date de dépôt: <u>July 14, 2006</u>	
File No. of Cemetery / Numéro de fiche du cimetière: <u>04076</u>	
By / Per: <u>[Signature]</u>	

Hereinafter called "the Interment Rights Holder"

In consideration of \_\_\_\_\_ Dollars (\_\_\_\_\_) which includes a sum for Care and Maintenance (\_\_\_\_\_), which is hereby acknowledged and which is deposited in Trust by the Municipality, a body licensed under the laws of the Province of Ontario, hereby grants and assigns to the Interment Rights Holder the burial of Interment rights in:

### **WARREN PROTESTANT CEMETERY**

Row: \_\_\_\_\_

Lot: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Receipt(s): \_\_\_\_\_

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

*The purchaser by acceptance of this certificate indicated 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 Cemeteries Act (Revised) as if these were included as part of this certificate.*

If the Interment Rights Holder transfers the Interment Rights herein conferred, this Certificate cannot be transfer— but must be returned to the Municipa— who will issue a new Certificate to the Transferee. **Please note** that a “transfer” means a gift, bequest or other transfer of an interment right without consideration.

**Transfer of Interment Rights:**

**From:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**WARREN PROTESTANT CEMETERY**

Per:

\_\_\_\_\_

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 1 of 2)**

<p><b>WARREN PROTESTANT CEMETERY</b>  <b>c/o Municipality of Markstay-Warren</b>  <b>21 Main St. South, P.O. Box 79</b>  <b>Markstay, Ontario P0M 2G0</b></p>	<p align="center"><b>Contract for Purchase of Interment Rights</b></p>																												
<p><b>Sold to:</b></p> <p>Date:                                /                                /             day                                month                                year</p> <p>Pre-need    <input type="checkbox"/>                                At-need    <input type="checkbox"/></p> <p>Name: _____</p> <p>Address: _____</p> <p>Lot No: _____ Section: _____</p> <p>No of graves: _____</p> <p>Measurements: _____</p> <p>Name of Deceased: _____</p> <p>Date of Death:                                /                                /             day                                month                                year</p> <p>Place of Death: _____</p> <p>Details: _____</p>	<p><b><u>INTERMENT RIGHTS:</u></b></p> <p><b><u>Lot Prices:</u></b></p> <table style="width:100%;"> <tr> <td>Regular Adult Lot</td> <td align="right">\$ _____</td> </tr> <tr> <td>Children (under 8) Lot</td> <td align="right">\$ _____</td> </tr> <tr> <td>Ash Burial Lot</td> <td align="right">\$ _____</td> </tr> <tr> <td>Amount-Care &amp; Maintenance</td> <td align="right">\$ _____</td> </tr> <tr> <td><i>Repurchase Price</i></td> <td align="right"><del>\$ _____</del></td> </tr> <tr> <td><b>SUB TOTAL</b></td> <td align="right"><b>\$ _____</b></td> </tr> </table> <p><b><u>INTERMENT CHARGES:</u></b></p> <table style="width:100%;"> <tr> <td>Regular Adult</td> <td align="right">\$ _____</td> </tr> <tr> <td>Infant - Child</td> <td align="right">\$ _____</td> </tr> <tr> <td>Cremation</td> <td align="right">\$ _____</td> </tr> <tr> <td><b>SUB TOTAL</b></td> <td align="right"><b>\$ _____</b></td> </tr> <tr> <td>GST (where applicable)</td> <td align="right">\$ _____</td> </tr> <tr> <td><b>TOTAL SALE</b></td> <td align="right"><b>\$ _____</b></td> </tr> <tr> <td><b>TOTAL PAID</b></td> <td align="right"><b>\$ _____</b></td> </tr> <tr> <td><b>TOTAL DUE</b></td> <td align="right"><b>\$ _____</b></td> </tr> </table>	Regular Adult Lot	\$ _____	Children (under 8) Lot	\$ _____	Ash Burial Lot	\$ _____	Amount-Care & Maintenance	\$ _____	<i>Repurchase Price</i>	<del>\$ _____</del>	<b>SUB TOTAL</b>	<b>\$ _____</b>	Regular Adult	\$ _____	Infant - Child	\$ _____	Cremation	\$ _____	<b>SUB TOTAL</b>	<b>\$ _____</b>	GST (where applicable)	\$ _____	<b>TOTAL SALE</b>	<b>\$ _____</b>	<b>TOTAL PAID</b>	<b>\$ _____</b>	<b>TOTAL DUE</b>	<b>\$ _____</b>
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<div style="border: 2px solid red; padding: 5px; margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p><b>Ministry of Government Services</b></p> <p><b>Cemeteries Regulation</b></p> </div> <div style="text-align: left;"> <p><b>Ministère des Services gouvernementaux</b></p> <p><b>Réglementation des cimetières</b></p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: left;"> <p><b>FILED</b> In accordance with the regulations under The Cemeteries Act.</p> </div> <div style="text-align: left;"> <p><b>DEPOSÉ</b> conformément aux règlements afférents à la Loi sur les cimetières.</p> </div> </div> <p>Date of Filing/ Date de dépôt: <u>July 14, 2006</u></p> <p>File No. of Cemetery/ Numéro de l'acte du cimetière: <u>34076</u></p> <p>By: <u>[Signature]</u> Per: _____</p> </div>																													



**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS  
OR CEMETERY SUPPLIES OR SERVICES  
APPENDIX "A" TO BY-LAW NO 2006-13 (Page 2 of 2)**

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS**

**Monument Installation Fees - Care and Maintenance Marker Fund**

Flat marker (over 172 square inches) \$ \_\_\_\_\_

Upright monument ( up to 4 feet in height or width) \$ \_\_\_\_\_

Upright monument ( over 4 feet in height or width) \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

**Additional Service Charges:**

Disinterment and reburial \$ \_\_\_\_\_

Disinterment and reburial in another cemetery \$ \_\_\_\_\_

Transfer of deed \$ \_\_\_\_\_

Recording change of ownership \$ \_\_\_\_\_

Issuing new deed \$ \_\_\_\_\_

**SUB TOTAL** \$ \_\_\_\_\_

GST (where applicable) \$ \_\_\_\_\_

**TOTAL DUE** \$ \_\_\_\_\_

**G/L Receipt No.** \_\_\_\_\_

It is agreed between the parties that the Contract is subject to the By-Law of the Corporation of the Municipality of Markstay-Warren governing the Warren Protestant Cemetery and the Purchaser hereby acknowledges receipt of copy of the Cemetery By-law and that the "Conditions of Contract" attached hereto have been read and understood.

**Ordered by:** \_\_\_\_\_  
**Purchaser**

**Cemetery Manager, Per:** \_\_\_\_\_  
**Lorraine Demore**

## CONDITIONS OF CONTRACT – WARREN PROTESTANT CEMETERY

The Municipality agrees with \_\_\_\_\_  
(purchaser)

as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Regular Lot: 40% of Lot price or \$150.00, whichever is greater

Cremation Lot: 40% of filed rate

2. CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION:

-Flat Marker over 72 sq. in.	\$ 50.00
- Upright Monument up to 4 ft. in height or width	\$100.00
- Upright Monuments over 4 ft. in height or width	\$200.00

3. A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

- a) The right of the Purchaser, by written demand, to request the owner repurchase the rights at any time before they are used.
- b) The repurchase price of interment rights shall be determined by establishing the amount paid by the Purchaser for the rights less the amount the owner paid into the Care and Maintenance Fund, or the predecessor of such a Fund, in respect of the interment rights.
- c) In accordance with By-law **2006-13** of the Corporation of the Municipality of Markstay-Warren governing Warren Protestant Cemetery, the following restrictions on the exercise of interment rights apply;
  - 1) No burials will take place between November 16 and May 15 unless weather permits.
  - 2) Not more than one burial will be made in any lot except
    - That of the cremated remains of not more than 8 people on a full size lot.
    - That of the cremated remains of two persons in which a casket containing human remains has been buried on a full sized lot.
  - 3) Remains to be buried in a lot must be enclosed in a container /coffin securely, and of sufficient strength to permit burial with the container remaining intact.

The container must be of a size to permit burial within the size of the lot.

- 4) All interments must be authorized in writing by the interment rights holder except the interment of the interment rights holder.
- 5) All funerals within the cemetery shall be under the direction of the Administrator or his designate, except under an order from the Medical Officer of Health. No interment shall be made on a statutory holiday unless by special permission by the administration.
- 6) The Administrator of the cemetery, his assistant or someone in the employ of the Municipality will be in attendance at each interment.
- 7) A burial permit issued by the Division Registrar, showing that the death has been registered and the fee for the opening of the lot according to the fee found in the Price List, must be deposited with an official of the Municipality before the interment can take place.
- 8) In the case of cremation interment, the cremation certificate and the prescribed fee for this service according to the Price List must be deposited with the caretaker.
- 9) Persons or their agents requesting interments in lots or plots will be held responsible for charges incurred.
- 10) When interment rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 11) No lot will be opened for interment or disinterment by any person not in the employ of, or under the direction of the Municipality.
- 12) The interment fee includes the opening and closing of the lot and the registration of the burial.
- 13) No person will remove human remains, except cremated remains, from a cemetery unless a certificate of a Medical officer of Health or the Municipality confirming that the Cemeteries Act and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to reenter human remains that have been disinterred according to the Cemeteries Act and regulations.



- 14) The Municipality will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 15) No interment equipment except that provided by the Municipality shall be used, except as directed by the cemetery Administrator or his/her assistant.
- 16) No interment will be permitted in any lot where the burial rights have not been paid in full.
- 17) In those cases where the first burial in an adult grave is at sufficient depth (6'), an infant burial above the first adult burial is permitted at 3' depth.
- 18) No double burial (full caskets) in a single grave permitted.
- 19) Funeral corteges within the cemetery will follow the route indicated by the Administrator of the cemetery, his assistant or someone in the employ of the Municipality.
- 20) The Municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Municipality may cancel either such grants and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders.
- 21) The Municipality will not be responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing. For the purpose of this subsection, an order from a funeral director will be deemed to be an order from a Rights Holder. Under no circumstances, will the Town assume responsibility for errors in opening graves where orders are given by telephone.
- 22) Notice of each interment to be made will be given to the Administrator or the Municipality's representative at least 24 hours in advance, 10 hours of which must be regular working hours. The Municipality cannot be held responsible for having lots prepared for funerals unless such notice is given.

- 23) If, for any reason, the Administrator 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 as soon after the day of the funeral as condition's permit.
- 24) Temporary entombments may be made in the vault beginning on the first day of November, provided that all such entombments shall cease no later than the fifteen day of May of the next year.
- d) If a Purchaser transfers an interment right, the Purchaser shall give notice of the transfer to the Cemetery Manager, who shall issue a new certificate of Interment Rights to the Transferee.
- e) In accordance with By-law 2006-13 of the cemetery, the following restrictions on the transfer of interment rights apply:
- No person will sell interment rights unless that person does so on behalf of the Municipality.
  - Interment rights in lots and plots may be purchased from the Municipality at the rates filed with the Ministry and according to the plans approved by the Ministry that are on file in the Municipal Office. The prices for interment rights include the applicable portion for deposit to the Cemeteries Care and Maintenance Fund as approved by Council from time to time.
  - The deposit to the Care and Maintenance Fund will be as specified in the regulation made under the Cemeteries Act.
  - In the case of an in-ground grave for the burial of an adult, the greater of 40% of the selling price or \$150.00 (\$160.50 with G.S.T.)
  - In case of an in-ground grave for the burial of Cremated remains, 40% of the price set out in the owner's price list.
- f) The resale of interment rights by the purchaser is prohibited.
- g) The certificate of interment rights shall not be issued until the interment rights have been paid for.

4. A CONTRACT FOR THE PURCHASE OF PRE-NEED SUPPLIES OR SERVICES INCLUDES THE FOLLOWING CANCELLATION RIGHTS:
- a) The purchaser has the right to cancel the contract within the thirty (30) day period following the day the contract is made.
  - b) The purchaser's right to cancel survives the thirty (30) day period until such time as the owner provides the cemetery supplies and services.
  - c) The cemetery owner shall not provide the cemetery supplies and services until the expiry of the thirty (30) day period immediately following the day the contract is made;
  - d) The purchaser must pay the service fee required under the Cemeteries Act, (Revised) if the right to cancel the contract is exercised more than thirty (30) days after the contract is made. Such service fee is the lesser of 10% of the amount paid by the Purchaser for the Pre-need services or supplies, together with any income earned by the owner on the 10% since the purchase or \$200.00.