

THE CORPORATION OF THE TOWNSHIP OF BATHURST

BY-LAW NO.96-21

BEING A BY-LAW TO PROVIDE FOR A CARE AND MAINTENANCE FUND  
FOR THE PINEHURST PUBLIC CEMETERY

Whereas the Cemeteries Act has been revised and was proclaimed on the first of April, 1992 - CEMETERIES ACT (REVISED) CHAPTER C.4;

AND WHEREAS the Act requires that every cemetery owner shall establish a trust fund designated as "The Care and Maintenance Fund" for monies received for interment rights;

AND WHEREAS the Council of the Corporation of the Township of Bathurst is desirous to establish an Interment Right for the purchase of a lot in Pinehurst Cemetery;

NOW THEREFORE the Council of the Corporation of the Township of Bathurst ENACTS AS FOLLOWS:

1. DEFINITIONS:

- "Board" shall mean a body appointed from time to time by the Corporation, to exercise the affairs of the cemetery.
- "Corporation" shall mean the Corporation of the Township of Bathurst.
- "Cemetery" shall mean the lands set aside to be used for the interment of human remains, locally know as PINEHURST CEMETERY, located at Lot 21, Concession 12, Township of Bathurst.
- "Interment Right" includes the right to require or direct the interment of human remains in a lot.
- "Interment Right Holder" shall mean a person with interment rights to a lot and includes a purchased of interment rights under the Cemeteries Act.
- "Lot" shall mean an area of land in the cemetery containing, or set aside to contain human remains.
- "Marker" shall mean any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot.
- "Minister" shall mean the Minister of Consumer and Commercial Relations. Plot shall mean two or more lots in which the rights to inter have been sold as a unit.
- "Registrar" shall mean the Register appointed under the Cemeteries Act.

2. GENERAL INFORMATION

- a) Care and Maintenance: The cemetery is carried on under the Care and Maintenance Plan and all interment rights in lots sold, are covered by this plan. The Care and Maintenance amount received from the sale of lots and markers, is placed in a trust with the Corporation and is invested in bonds and other securities, the income derived therefrom is available for the care of the property. Owners of interment rights acquired prior to the introduction of the Care and Maintenance Plan may have them placed under this system on payment of a reasonable sum approved by the Ministry.
- b) Endowments: The income from the Care and Maintenance fund is applied towards the cost of keeping the property in good order and condition, the grass cut and provides for the safety of monuments, and markers, but does not provide for the planting of shrubs, pruning of shrubs or placement of wreaths. Interment, rights holders are required to consider providing for such extra services on a permanent basis, by making a donation in cash during their lifetime or by making a specific bequest in their wills. The Cemetery will accept sums, which will be placed in trust and will devote the income therefrom to these purposes if so desired. It is the interment rights holder's responsibility to keep the Cemetery informed of any change in address.

- c) **Change in Bylaws:** The Corporation may from time to time change, modify, or repeal the bylaws or part thereof in such manner as will best serve the interest of the properties under its care and in exceptional cases where it can be done without detriment to the interest of others, it may temporarily suspend or modify any bylaw without affecting its general application or enforcement. All bylaws or changes are subject to the Registrar's approval.

The Corporation may alter the boundaries or grading or any section or portion thereof from time to time and may modify or change roads, drives or walks. It also reserves the right to generally use the entire property for the cemetery purposed with right to ingress and egress over lots for all purposes for the proper maintenance and care of the cemetery, subject to the approval of the Ontario Ministry of Consumer and Commercial Relations.

The Corporation shall not be responsible for the replanting or replacing in the event of the destruction of, or damage of trees from causes other than negligence on the part of the Corporation.

### 3. SALE OF LOTS

- a) **Prices and Terms:** Rights in lots for burial shall be sold at such prices and on such terms as may from time to time be fixed by the Corporation and filed with the Minister of Consumer and Commercial Relations. The prices so fixed are set out in the attached schedule. No Certificate shall be given until the purchase price is paid in full. No monument or marker shall be erected until the Certificate for the lot has been issued.
- b) **Form of Certificate:** Interment rights in lots shall be conveyed by such form of Certificate as may from time to time be adopted by the Board and approved by the Ministry. Such Rights of Interment Certificates shall be as may from time to time be determined by the Board, as if embodied therein in full.

### 4. GENERAL MAINTENANCE

- a) **Removal of wreaths, mementos, decorations, etc:** To ensure neatness and to preserve the beauty of the cemetery, the superintendent of the cemetery shall have supervision of flowers and other removable mementos and objects placed upon graves and lots and when it is necessary or desirable to remove same, he shall do so.
- b) **Debris Prohibited:** Debris shall not be thrown out on roads, walks or any part of the grounds.
- c) **Maintenance of Monuments and Markers:** ~~While~~ The Corporation is obliged to maintain all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the cemetery, ~~and~~ <sup>and</sup> other repairs and maintenance of markers. ~~in the responsibility of the holders.~~
- d) **Monuments out of repair:** The superintendent of the cemetery shall from time to time report to the Board any lot upon which markers, foundations or other structures are out of repair, and the Corporation shall take such action as it considers appropriate, to ensure the safety of the public and preserve the dignity of the cemetery.
- e) **Corporation not responsible:** The Corporation shall take reasonable precautions to protect the property of holders but it assumes no liability or responsibility for the loss of, or same to, any marker, or part thereof or of any article of any type that may be placed on any lot or grave.

5. INTERMENTS

- a) Burial Permit: A burial permit issued by the Division Registrar showing that the death has been registered, must be deposited with the Board. Payment must be received for the burial fee as well as for the rights in the space being utilized before the interment may take place.
- b) Information required: In such cases of burial, a written statement giving the name, place of birth, late residents, age, date of death of the person to be interred, the name of the funeral director of transfer service must be furnished so that an accurate register may be kept.
- c) Charges incurred: Persons ordering rights of interment will be held responsible for charges incurred.
- d) Number of Interments in One Lot: Other than designated areas, only one interment is permitted, in such cases this condition will be noted on the receipt.
- e) Notice: 24 hours notice of each interment shall be given to the secretary of the cemetery, except under extraordinary circumstances.
- f) Opening and closing of all lots in the cemetery must be under the supervision of the chairperson, secretary or a person designated by the Board.
- g) All persons carrying out work for an Interment Rights Holder must have Third Part Liability Insurance for a minimum of \$1,000,000. per accident or occurrence and Workers Compensation for any employee where applicable.

6. MEMORIALS

- a) Installation of a Marker: Written notice that a marker is to be installed on a lot shall be provided to the Cemetery Board before any such action is taken. The name of the Interment Rights Holder, the lot number, the size of the marker in square centimetres or square inches, the foundation specifications for an upright marker, and proposed installation date must be included. The amount to be paid into the Care and Maintenance Funds, as stipulating in Schedule "A" attached hereto.
- b) Only one Monument shall be erected on any one lot.
- c) Dimensions of Upright Monuments: One grave Lot, Two grave Plot and Three grave Plot: monuments shall not exceed 4 feet in height, bottom base 3 feet in length by 1 foot 8 inches in width. Monuments up to 4 feet in height must be a minimum of 6 inches thick.
- d) Thickness of Monuments: No diestone shall be less than 6 inches in thickness at its base. Monuments less than 8 inches thick must be pinned.
- e) Free Standing Crosses: Monuments in the form of free standing crosses must be at least 6 inches in thickness.
- f) Foundation: Concrete Foundations are required for all monuments and shall be installed at the holder's expense.
- g) Repair of Markers: Should any marker, mausoleum, memorial or structure become unsightly, dilapidated or dangerous, the Board may ~~repair it~~ or repair it as they think best to ensure the safety of the public and to preserve the dignity of the cemetery.

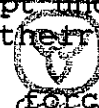
- h) Flat Marker: Means a memorial of granite or bronze with a flat and level surface set flush with the ground. One flat marker may be placed at each lot at the end of the lot at the end of the lot farthest from the monument. If desired one flat marker may be placed in the designated monument space instead of a monument. Flat markers at the foot of the lot must not exceed 24 x 12 inches.
- i) Monuments over Interments: The monument shall be placed on the North, two feet of the plot.
- j) Advertising: Canvassing for orders or distributing business cards in the cemetery is forbidden. The placing of monument dealer's name on any monument, marker or mausoleum is not permitted.
- k) Any Purchaser(s) of lots after the 1st day of April, 1992 shall install corner stones within one year from the date of purchase at the Purchaser's expense.

7. OTHER

- a) Memorial Services: The board may permit public memorial services of a sacred character within the cemetery, and all such services shall be conducted in a quiet, decorous and reverent manner.
- b) Vehicles: Vehicles within the cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the avenues. Owners of vehicles shall be responsible for any damages done by them or their drivers.
- c) Damage to property: No person shall break or remove any flowers either wild or cultivated or any tree, shrub or plant or write upon, deface or in any way damage any monument, fence or other structure in the cemetery.
- d) Improper conduct: Any Person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates this bylaw may be expelled from the grounds.
- e) Dogs: Dogs and other domestic pets are not allowed in the cemetery.
- f) Bicycles: Bicycles, motorcycles, snowmobiles or ATV's are not allowed in the cemetery.
- g) Borders etc: Border, fences, railings, walls or hedges in or around lots including glass containers are prohibited.
- h) Children: Children under the age of 12 years are not admitted to the grounds except under charge of an adult who shall be responsible for their appropriate behaviour.

8. That this bylaw shall come into force and effect with the approval of the Registrar.

READ a FIRST time this 8 th day of

 Ministry of Commercial Relations Ontario Régulation	Ministère de la Commerce et du Commerce Régulation des cimetières
<b>APPROVED</b> in accordance with the regulations under The Cemeteries Act.	<b>APPROUVE</b> conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval Date de l'approbation	October 1996 May 23, 1997
Numero de fiche de cimetiere	October 1849, 1996.
By:	<i>Jan De Muro</i>

READ a SECOND time this 8 th day of

READ a THIRD time and PASSED this 8 th day of October ,1996.

*Chitche*  
 Clerk-Treasurer  
 I, Cathie Fichie, Clerk-Treasurer for  
 the Township of Bathurst certify this  
 as being a true and correct copy.  
*Chitche*

*B.C. Bell*  
 Reeve

SCHEDULE "A" TO BYLAW NO. 96-21

CONDITIONS OF CONTRACT

THE PINEHURST CEMETERY agrees with the PURCHASER as follows:

1. The Following trusting provisions are in effect:

Price Per Lot: \$250.00 (\$150.00 to Care and Maintenance)

2. Contribution to Care and Maintenance for Marker Installation:

Flat Marker over 172 square inches	\$ 50.00
Upright Monument up to 4 ft. high or wide	\$100.00
Over 4 ft high	\$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 Bylaw No. 96-21 of Pinehurst Cemetery, the following restrictions on the exercise of interment rights apply;
  - 1) The resale of interment rights by the holder is prohibited.
  - ii) A certificate of interment rights will not be used until payment in full has been made.
- d) In exercising the interment rights contracted herein, the following documents are required. Interment Order.
- e) If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to Pinehurst Cemetery, which shall issue a new certificate of interment rights to the transferee.

4. A Contract for the Purchase of Pre-need Supplies or Services Include the Following Cancellation Rights:

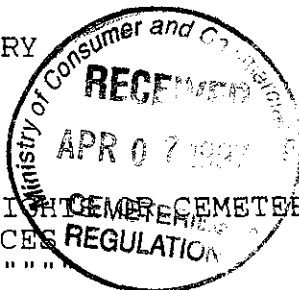
- a) purchaser has the right to cancel the contract within the 30 day period following the day the contract is made.
- b) purchaser's right to cancel survives the 30 day period until such time as the owner provides the cemetery supplies and services;
- c) owner shall not provide the cemetery supplies and services until the expiry of the 30 day period immediately following the day the contract is made;
- d) purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than 30 days after the contract is made. Such service fee is the lesser of 10 percent of the amount paid by the purchaser for the pre-need service or supplies, together with any income earned by the owner on the 10 percent since the purchase or \$200.

5. Exclusions:

- a) Pinehurst Cemetery will not be responsible for opening and closing of graves or any snow ploughing or removal of snow.

	Ministry of Consumer and Commercial Relations Ontario Cemeteries Regulation	Ministère de la Consommation et du Commerce Régulation des cimetières
FILED in accordance with the regulations under The Cemeteries Act.		DEPOSE conformément aux règlements afférents à la Loi sur les cimetières.
Date of Filing/ Date de dépôt		May 23, 1997
File No. of Cemetery/ Numéro de loterie du cimetière		1849
By/ Par		<i>[Signature]</i>

PINEHURST CEMETERY



CONTRACT

FOR THE PURCHASE OF INTERMENT RIGHTS AND SUPPLIES OR SERVICES

IN COMPLIANCE WITH: PINEHURST CEMETERY
R.R. #3
LANARK, ONTARIO K0G 1K0

BILL TO: DEEDED TO:
.....
.....

AT NEED...../ PRE-NEED.....

DATE: Day.....Month.....Year.....

NAME OF DECEASED: \_\_\_\_\_

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

DATE OF DEATH: Day\_\_\_\_\_Month\_\_\_\_\_Year\_\_\_\_\_

Section:\_\_\_\_\_ Lot:\_\_\_\_\_ Grave:\_\_\_\_\_

Funeral Director: \_\_\_\_\_

.....

SERVICES/SUPPLIES

Land: No. of Lots\_\_\_\_\_ x \$100.00 = \$\_\_\_\_\_

Care & Maintenance: No. of Lots x \$150.00 \$\_\_\_\_\_

Marker: Care & Maintenance \$\_\_\_\_\_

Monument: Care & Maintenance \$\_\_\_\_\_

=====

TOTAL SALE: \$\_\_\_\_\_

Repurchase Price \$\_\_\_\_\_

It is agreed between the parties that this contract is subject to the Bylaws of Pinehurst Cemetery, and the purchaser hereby acknowledges receipt of a copy of the Bylaws of Pinehurst Cemetery and that the "Conditions of Contract" attached have been read and understood.

Cemetery Representative

Order By

\_\_\_\_\_

\_\_\_\_\_

**Ministry of  
Consumer and  
Commercial Relations**

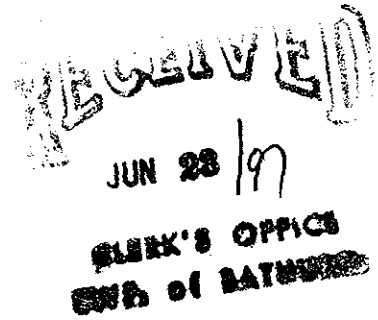
Cemeteries Regulation  
33rd Floor  
250 Yonge Street  
Toronto ON M5B 2N5  
Tel: (416) 326-8393  
Fax: (416) 326-8406

**Ministère de  
la Consommation  
et du Commerce**

Règlementation des cimetières  
33<sup>e</sup> étage  
250 rue Yonge  
Toronto ON M5B 2N5  
Tél : (416) 326-8393  
Télé : (416) 326-8406



File #1849



13 June, 1997

Ms. Cathie Ritchie  
Clerk Treasurer  
Township of Bathurst  
R.R. 3  
Lanark ON K0G 1K0

Dear Ms. Ritchie:

Thank you for forwarding the document described below which was submitted to the Registrar for filing.

- Bi-Laws
- Contract

The bi-laws are approved and the other documents have been filed effective May 23, 1997.

For future filings it is not necessary to send more than one copy which will be retained in our files. It is recommended that you attach this letter to the document in your possession from which you may sell interment rights.

Please note that you may be in contravention of the Cemeteries Act (Revised) if you use a copy of any other document other than the one on file in the office.

Yours sincerely,

A handwritten signature in cursive script that reads "Peggy Murray".

Peggy Murray (Ms)  
Registration Officer

THE CORPORATION OF THE TOWNSHIP OF BATHURST

BY-LAW NO.96-21

BEING A BY-LAW TO PROVIDE FOR A CARE AND MAINTENANCE FUND  
FOR THE PINEHURST PUBLIC CEMETERY

Whereas the Cemeteries Act has been revised and was proclaimed on the first of April, 1992 - CEMETERIES ACT (REVISED) CHAPTER C.4;

AND WHEREAS the Act requires that every cemetery owner shall establish a trust fund designated as "The Care and Maintenance Fund" for monies received for interment rights;

AND WHEREAS the Council of the Corporation of the Township of Bathurst is desirous to establish an Interment Right for the purchase of a lot in Pinehurst Cemetery;

NOW THEREFORE the Council of the Corporation of the Township of Bathurst ENACTS AS FOLLOWS:

1. DEFINITIONS:

"Board" shall mean a body appointed from time to time by the Corporation, to exercise the affairs of the cemetery.

"Corporation" shall mean the Corporation of the Township of Bathurst.

"Cemetery" shall mean the lands set aside to be used for the interment of human remains, locally know as PINEHURST CEMETERY, located at Lot 21, Concession 12, Township of Bathurst.

"Interment Right" includes the right to require or direct the interment of human remains in a lot.

"Interment Right Holder" shall mean a person with interment rights to a lot and includes a purchased of interment rights under the Cemeteries Act.

"Lot" shall mean an area of land in the cemetery containing, or set aside to contain human remains.

"Marker" shall mean any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot.

"Minister" shall mean the Minister of Consumer and Commercial Relations. Plot shall mean two or more lots in which the rights to inter have been sold as a unit.

"Registrar" shall mean the Register appointed under the Cemeteries Act.

2. GENERAL INFORMATION

a) Care and Maintenance: The cemetery is carried on under the Care and Maintenance Plan and all interment rights in lots sold, are covered by this plan. The Care and Maintenance amount received from the sale of lots and markers, is placed in a trust with the Corporation and is invested in bonds and other securities, the income derived therefrom is available for the care of the property. Owners of interment rights acquired prior to the introduction of the Care and Maintenance Plan may have them placed under this system on payment of a reasonable sum approved by the Ministry.

b) Endowments: The income from the Care and Maintenance fund is applied towards the cost of keeping the property in good order and condition, the grass cut and provides for the safety of monuments, and markers, but does not provide for the planting of shrubs, pruning of shrubs or placement of wreaths. Interment, rights holders are required to consider providing for such extra services on a permanent basis, by making a donation in cash during their lifetime or by making a specific bequest in their wills. The Cemetery will accept sums, which will be placed in trust and will devote the income therefrom to these purposes if so desired. It is the interment rights holder's responsibility to keep the Cemetery informed of any change in address.



- c) **Change in Bylaws:** The Corporation may from time to time change, modify, or repeal the bylaws or part thereof in such manner as will best serve the interest of the properties under its care and in exceptional cases where it can be done without detriment to the interest of others, it may temporarily suspend or modify any bylaw without affecting its general application or enforcement. All bylaws or changes are subject to the Registrar's approval.

The Corporation may alter the boundaries or grading or any section or portion thereof from time to time and may modify or change roads, drives or walks. It also reserves the right to generally use the entire property for the cemetery purposed with right to ingress and egress over lots for all purposes for the proper maintenance and care of the cemetery, subject to the approval of the Ontario Ministry of Consumer and Commercial Relations.

The Corporation shall not be responsible for the replanting or replacing in the event of the destruction of, or damage of trees from causes other than negligence on the part of the Corporation.

### 3. SALE OF LOTS

- a) **Prices and Terms:** Rights in lots for burial shall be sold at such prices and on such terms as may from time to time be fixed by the Corporation and filed with the Minister of Consumer and Commercial Relations. The prices so fixed are set out in the attached schedule. No Certificate shall be given until the purchase price is paid in full. No monument or marker shall be erected until the Certificate for the lot has been issued.
- b) **Form of Certificate:** Interment rights in lots shall be conveyed by such form of Certificate as may from time to time be adopted by the Board and approved by the Ministry. Such Rights of Interment Certificates shall be as may from time to time be determined by the Board, as if embodied therein in full.

### 4. GENERAL MAINTENANCE

- a) **Removal of wreaths, mementos, decorations, etc:** To ensure neatness and to preserve the beauty of the cemetery, the superintendent of the cemetery shall have supervision of flowers and other removable mementos and objects placed upon graves and lots and when it is necessary or desirable to remove same, he shall do so.
- b) **Debris Prohibited:** Debris shall not be thrown out on roads, walks or any part of the grounds.
- c) **Maintenance of Monuments and Markers:** While the Corporation is obliged to maintain all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the cemetery, all other repairs and maintenance of markers in the responsibility of the holders.
- d) **Monuments out of repair:** The superintendent of the cemetery shall from time to time report to the Board any lot upon which markers, foundations or other structures are out of repair, and the Corporation shall take such action as it considers appropriate, to ensure the safety of the public and preserve the dignity of the cemetery.
- e) **Corporation not responsible:** The Corporation shall take reasonable precautions to protect the property of holders but it assumes no liability or responsibility for the loss of, or same to, any marker, or part thereof or of any article of any type that may be placed on any lot or grave.

5. INTERMENTS

- a) Burial Permit: A burial permit issued by the Division Registrar showing that the death has been registered, must be deposited with the Board. Payment must be received for the burial fee as well as for the rights in the space being utilized before the interment may take place.
- b) Information required: In such cases of burial, a written statement giving the name, place of birth, late residents, age, date of death of the person to be interred, the name of the funeral director of transfer service must be furnished so that an accurate register may be kept.
- c) Charges incurred: Persons ordering rights of interment will be held responsible for charges incurred.
- d) Number of Interments in One Lot: Other than designated areas, only one interment is permitted, in such cases this condition will be noted on the receipt.
- e) Notice: 24 hours notice of each interment shall be given to the secretary of the cemetery, except under extraordinary circumstances.
- f) Opening and closing of all lots in the cemetery must be under the supervision of the chairperson, secretary or a person designated by the Board.
- g) All persons carrying out work for an Interment Rights Holder must have Third Part Liability Insurance for a minimum of \$1,000,000. per accident or occurrence and Workers Compensation for any employee where applicable.

6. MEMORIALS

- a) Installation of a Marker: Written notice that a marker is to be installed on a lot shall be provided to the Cemetery Board before any such action is taken. The name of the Interment Rights Holder, the lot number, the size of the marker in square centimetres or square inches, the foundation specifications for an upright marker, and proposed installation date must be included. The amount to be paid into the Care and Maintenance Funds, as stipulating in Schedule "A" attached hereto.
- b) Only one Monument shall be erected on any one lot.
- c) Dimensions of Upright Monuments: One grave Lot, Two grave Plot and Three grave Plot: monuments shall not exceed 4 feet in height, bottom base 3 feet in length by 1 foot 8 inches in width. Monuments up to 4 feet in height must be a minimum of 6 inches thick.
- d) Thickness of Monuments: No diestone shall be less than 6 inches in thickness at its base. Monuments less than 8 inches thick must be pinned.
- e) Free Standing Crosses: Monuments in the form of free standing crosses must be at least 6 inches in thickness.
- f) Foundation: Concrete Foundations are required for all monuments and shall be installed at the holder's expense.
- g) Repair of Markers: Should any marker, mausoleum, memorial or structure become unsightly, dilapidated or dangerous, the Board may remove it or repair it as they think best to ensure the safety of the public and to preserve the dignity of the cemetery.

- h) Flat Marker: Means a memorial of granite or bronze with a flat and level surface set flush with the ground. One flat marker may be placed at each lot at the end of the lot at the end of the lot farthest from the monument. If desired one flat marker may be placed in the designated monument space instead of a monument. Flat markers at the foot of the lot must not exceed 24 x 12 inches.
- i) Monuments over Interments: The monument shall be placed on the North, two feet of the plot.
- j) Advertising: Canvassing for orders or distributing business cards in the cemetery is forbidden. The placing of monument dealer's name on any monument, marker or mausoleum is not permitted.
- k) Any Purchaser(s) of lots after the 1st day of April, 1992 shall install corner stones within one year from the date of purchase at the Purchaser's expense.

7. OTHER

- a) Memorial Services: The board may permit public memorial services of a sacred character within the cemetery, and all such services shall be conducted in a quiet, decorous and reverent manner.
- b) Vehicles: Vehicles within the cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the avenues. Owners of vehicles shall be responsible for any damages done by them or their drivers.
- c) Damage to property: No person shall break or remove any flowers either wild or cultivated or any tree, shrub or plant or write upon, deface or in any way damage any monument, fence or other structure in the cemetery.
- d) Improper conduct: Any Person disturbing the quiet and good order of the cemetery by noise or other improper conduct or who violates this bylaw may be expelled from the grounds.
- e) Dogs: Dogs and other domestic pets are not allowed in the cemetery.
- f) Bicycles: Bicycles, motorcycles, snowmobiles or ATV's are not allowed in the cemetery.
- g) Borders etc: Border, fences, railings, walls or hedges in or around lots including glass containers are prohibited.
- h) Children: Children under the age of 12 years are not admitted to the grounds except under charge of an adult, who shall be responsible for their appropriate behaviour.

8. That this bylaw shall come into force and effect with the approval of the Registrar.

READ a FIRST time this 8 th day of October , 1996.

READ a SECOND time this 8 th day of October , 1996.

READ a THIRD time and PASSED this 8 th day of October ,1996.

Chitche  
Clerk-Treasurer

B. C. Bell  
Reeve

SCHEDULE "A" TO BYLAW NO. 96-21

CONDITIONS OF CONTRACT

THE PINEHURST CEMETERY agrees with the PURCHASER as follows:

1. The Following trusting provisions are in effect:

Price Per Lot: \$250.00 (\$150.00 to Care and Maintenance)

2. Contribution to Care and Maintenance for Marker Installation:

Flat Marker over 172 square inches	\$ 50.00
Upright Monument up to 4 ft. high or wide	\$100.00
Over 4 ft high	\$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 Bylaw No. 96-21 of Pinehurst Cemetery, the following restrictions on the exercise of interment rights apply;
  - i) The resale of interment rights by the holder is prohibited.
  - ii) A certificate of interment rights will not be used until payment in full has been made.
- d) In exercising the interment rights contracted herein, the following documents are required. Interment Order.
- e) If a purchaser transfers an interment right, the purchaser shall give notice of the transfer to Pinehurst Cemetery, which shall issue a new certificate of interment rights to the transferee.

4. A Contract for the Purchase of Pre-need Supplies or Services Include the Following Cancellation Rights:

- a) purchaser has the right to cancel the contract within the 30 day period following the day the contract is made.
- b) purchaser's right to cancel survives the 30 day period until such time as the owner provides the cemetery supplies and services;
- c) owner shall not provide the cemetery supplies and services until the expiry of the 30 day period immediately following the day the contract is made;
- d) purchaser must pay the service fee required under the Cemeteries Act if the right to cancel the contract is exercised more than 30 days after the contract is made. Such service fee is the lesser of 10 percent of the amount paid by the purchaser for the pre-need service or supplies, together with any income earned by the owner on the 10 percent since the purchase or \$200.

5. Exclusions:

- a) Pinehurst Cemetery will not be responsible for opening and closing of graves or any snow ploughing or removal of snow.

PINEHURST CEMETERY

CONTRACT

FOR THE PURCHASE OF INTERMENT RIGHTS OR CEMETERY  
SUPPLIES OR SERVICES

\*\*\*\*\*

IN COMPLIANCES WITH: PINEHURST CEMETERY  
R.R. #3  
LANARK, ONTARIO K0G 1K0

BILL TO:..... DEEDED TO:.....  
.....  
.....

AT NEED...../ PRE-NEED.....

DATE:Day.....Month.....Year.....

NAME OF DECEASED:\_\_\_\_\_

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

DATE OF DEATH: Day\_\_\_\_\_Month\_\_\_\_\_Year\_\_\_\_\_

Section:\_\_\_\_\_ Lot:\_\_\_\_\_ Grave: \_\_\_\_\_

Funeral Director:\_\_\_\_\_

\*\*\*\*\*

SERVICES/SUPPLIES

Land: No. of Lots\_\_\_\_\_ x \$100.00 = \$\_\_\_\_\_

Care & Maintenance: No. of Lots x \$150.00 \$\_\_\_\_\_

Marker: Care & Maintenance \$\_\_\_\_\_

Monument:Care & Maintenance \$\_\_\_\_\_

=====

TOTAL SALE: \$\_\_\_\_\_

Repurchase Price \$\_\_\_\_\_

It is agreed between the parties that this contract is subject to the Bylaws of Pinehurst Cemetery, and the purchaser hereby acknowledges receipt of a copy of the Bylaws of Pinehurst Cemetery and that the "Conditions of Contract" attached have been read and understood.

Cemetery Representative

Order By

\_\_\_\_\_

\_\_\_\_\_