

**CONTRACT FOR PURCHASE OF INTERMENT RIGHTS OR
CEMETERY SERVICES**

in _____ Cemetery

OPERATED BY

The Corporation of the City of Sault Ste Marie, 99 Foster Drive, Sault Ste Marie Ontario P6A 5X6
Operator Licence #3263008

Contract No _____

Date of Purchase (Day/Month/Year): _____

PURCHASER

Name: _____
Address: _____
City: _____
Province, Postal Code: _____
Telephone: _____
E-mail: _____

RECIPIENT (if different from Purchaser)

Name: _____
Address: _____
City: _____
Province, Postal Code: _____
Telephone: _____
E-mail: _____
Date of birth: _____
Place of birth: _____

Purchaser's relationship to Recipient: _____

This Contract for Purchase of Interment Rights or Cemetery Services is between the Purchaser and The Corporation of the City of Sault Ste. Marie (Corporation) concerning interment rights or cemetery services for the Recipient(s) as identified in this Contract.

The Purchaser (if different than the Recipient) represents being legally authorized or charged with the responsibility for the Recipient's interment rights and prepaid cemetery services specified in this Contract. This Contract will be enforceable to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

INTERMENT RIGHTS

In Cemetery:

Adult Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 3 m ² min	\$ _____
Child Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 1 m ² min.	\$ _____
Infant Grave:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 0.7 m ² min	\$ _____
Urn Garden:	Block: _____	Range: _____	Lot: _____	Grave: _____	Area: 0.3 m ² min. (single)	\$ _____
Columbarium	Range: _____	Lot: _____	Single/Companion _____			
Niche Wall:	Wall: _____	Niche: _____				
Mausoleum:	_____		Single/Companion _____			\$ _____
					Sub Total (Interment Rights)	\$ _____
					Amount for Care and Maintenance	\$ _____

SERVICES

(At-Need _____ Pre-Need: _____)

Interment Fees:			
Cemetery Chapel _____	Graveside _____	Funeral Home/Church _____	\$ _____
Single Depth _____	Double Depth _____		\$ _____
Disinterment Fees: _____	Misc: _____		\$ _____
Cremation Resident _____	Non-Resident _____		\$ _____
			Sub Total (Services) \$ _____

Date of Death _____

Place of Death _____

Date of Funeral: _____

Notes: _____

TOTAL Interment Rights and Services	\$ _____
HST	\$ _____
TOTAL SALE	\$ _____
BALANCE OWING	\$ _____

Contribution Levels to the Care and Maintenance Fund (based on the price of Interment Rights and as prescribed by the *Funeral, Burial and Cremation Services Act*):

Niches	the greater of 15% and \$100
Crypts	the greater of 20% and \$500
In-ground grave (2.23 sq.m. or 24 sq.ft. or larger)	the greater of 40% and \$250
In-ground grave (smaller than 2.23 sq.m. or 24 sq.ft.)	the greater of 40% and \$150
Type of marker permitted _____	as prescribed in Cemetery By-law 2012-129
Interment Rights included _____	as prescribed in Cemetery By-law 2012-129

Contribution Levels to the Care and Maintenance Fund – Markers (as prescribed by the *Funeral, Burial and Cremation Services Act*):

Fees as set out in the Annual User Fee By-law as updated from time to time.
[Amended by By-law 2019-163]

Contract Terms and Conditions

- (a) The Purchaser may only cancel a contract for interment rights or cemetery services upon written notice of cancellation to the City Clerk in accordance with the *Funeral, Burial and Cremation Services Act* and the terms and conditions set out herein.
- (b) Where interment rights have not been exercised and none of the contracted cemetery services have been provided and where the contract is cancelled within thirty (30) days of its execution, the Corporation shall refund the Purchaser all moneys paid less an administrative fee as set out in the Price List.
- (c) Where interment rights have not been exercised and part of the contracted cemetery services have been provided, and where the contract is cancelled within thirty (30) days of its execution, the Corporation shall refund the Purchaser the amount described in (b) above which shall be reduced by the cost of cemetery services provided as set out in the current Price List.
- (d) A contract for interment rights cannot be cancelled more than thirty (30) days after the date of execution of the contract.
- (e) Where a contract for cemetery services is cancelled more than thirty (30) days after the date of execution of the contract, the Purchaser shall be refunded the amount described in (b) and (c) above plus the amount of income earned on that money.
- (f) Written consent of all surviving interment rights holder(s), if any, and any other required documentation as set out in Cemetery By-law 2012-129 is required for: cremation, interments, disinterments, and the placement of markers, inscriptions or photos.
- (g) Transfer or resale of the above listed interment rights to a third party is permitted, subject to the provisions of Cemetery By-law 2012-129 and the *Funeral, Burial and Cremation Services Act*. A Certificate of Interment Rights holder shall not resell interment rights for an amount that is greater than the price of those rights as indicated on the current Price List, inclusive of the care and maintenance component.
- (h) No Certificate of Interment Rights holder(s) may subdivide and sell or transfer a portion of interment rights.
- (i) An Interment Rights Certificate will not be issued until this Contract has been paid in full.
- (j) A marker, purchased and/or installed by anyone other than the Certificate of Interment Rights holder(s) may be removed by cemetery staff upon the written request of the Certificate of Interment Rights holder(s).
- (k) Dead human bodies cannot be cremated if there is a pacemaker or radioactive implant in the body or if the body is in a container made of or containing non-flammable or hazardous material or chlorinated or fibre-reinforced plastic.
- (l) Dead human bodies will not be cremated unless a coroner's certificate has been provided to the operator.
- (m) The Corporation shall not be responsible in the event that it is unable to or prevented from carrying out this Contract due to causes beyond its control.

Payment Terms

All pre-need interment rights and cemetery services must be paid in full at the time of ordering.

In the case of at-need interment rights and cemetery services, the interment rights and services directly related to the deceased will be invoiced by the Corporation and interest shall be charged at the rate determined by the Treasurer on the unpaid balance after thirty (30) days from the date of invoice. Such services do not include interment rights in a mausoleum.

Any rights of cancellation of this Contract, whether within thirty (30) days or after thirty (30) days can only be exercised by the Purchaser or his or her Estate Trustee.

Personal Information:

The Purchaser acknowledges and provides consent to permit the Corporation to collect, use and disclose personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and the regulations made thereunder for information within the cemetery/crematorium public register. The Purchaser also understands that the Corporation does not rent or sell personal information to third party organizations.

All information provided by the Purchaser to the Corporation shall be held, retained, disclosed, and destroyed, as the case may be, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

Consumer Information Guide and Cemetery Price List:

By initialling below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide (where made available by the Registrar) and the Cemetery Price List at the time of entering into this Contract.

{ } I hereby acknowledge that I have been offered and/or received a copy of the Ontario Government's Consumer Information Guide and the Cemetery Price List.

I have reviewed the terms and conditions of the Contract and hereby confirm that the interment rights and cemetery services as specified in this Contract are complete and correct. I direct the Corporation to proceed with the sale of the interment right(s) as identified in this Contract in accordance with the Cemetery By-law 2012-129 which is now or at any time hereinafter in force.

{ } I hereby acknowledge that I have received and reviewed a copy of Cemetery By-law 2012-129.

{ } I acknowledge having received a copy of this Contract, and will assume full responsibility for payment of the total Contract price to the Corporation in accordance with the terms and conditions of the Contract.

The Contract date set out below is the date on which this Contract is accepted by the Corporation.

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

Accepted on behalf of The Corporation
of the City of Sault Ste. Marie by:

Name: _____

Schedule B to by-law 2012-129

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
CERTIFICATE OF INTERMENT RIGHTS

Certificate No. _____ Date of Purchase _____ Contract No. _____

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

Name of Rights Holder

Name of Rights Holder

Full Address

Full Address

Interment Rights Price: \$ _____
Care and Maintenance: \$ _____
HST: \$ _____
TOTAL \$ _____

In Cemetery:
Adult Grave: Block: _____ Range: _____ Lot: _____ Grave: _____ Area: _____
Child Grave: Block: _____ Range: _____ Lot: _____ Grave: _____ Area: _____
Infant Grave: Block: _____ Range: _____ Lot: _____ Grave: _____ Area: _____
New Greenwood
Urn Garden: Block: _____ Range: _____ Lot: _____ Grave: _____ Area: _____
Mausoleum Crypt: _____ Single/Companion _____
Niche Wall: Wall _____ Niche: _____

Interment Rights Capacity _____

Type of Marker Permitted: _____

The Purchaser, by acceptance of this Certificate, indicates that By-law 2012-129 of the City of Sault Ste. Marie governing the operation of the cemetery has been received and read, and agrees to be guided by the said by-law as well as provisions of the *Funeral, Burial and Cremation Services Act, 2002* as if these were included as part of this Certificate.

Private transfer or resale of the above listed interment rights to a third party are permitted, subject to the provisions of By-law 2012-129 and the *Funeral, Burial and Cremation Services Act, 2002*. This Certificate must be endorsed and returned to the City of Sault Ste. Marie as part of any transfer or resale process.

With respect of the erection or installation of markers, the Purchaser agrees to abide by the terms of By-law 2012-129 and the *Funeral, Burial and Cremation Services Act, 2002*, wherein restrictions on the erection or installation of markers are given.

The Purchaser acknowledges and provides consent to permit the Corporation of the City of Sault Ste. Marie to collect, use and disclose your personal information in accordance with the requirements under the *Funeral, Burial and Cremation Services Act* and any regulations thereto for information within the cemetery/crematorium public register. The Purchaser also understands that the Corporation of the City of Sault Ste. Marie does not rent or sell personal information to third party organizations.

This Interment Rights Certificate conveys only the right of interment and the right to install a marker or vault. No other right of title or interest is conveyed.

In WITNESS whereof the Corporation has affixed its signature by the hands of its proper signing officers this

_____ day of _____, _____.

for the Corporation of the City of Sault Ste. Marie

Resale Endorsement

Part 1 – Interment Rights Holder(s)' Endorsement of Sale

I/We the Interment Rights Certificate Holder registered on the cemetery records, hereby wish to sell the Interment Rights in

_____ in _____
Interment right location *Cemetery*

to a third party purchaser (the "Transferee(s)")

I/We certify that the Interment Rights are being resold in accordance with the *Funeral, Burial and Cremation Services Act*, and regulations thereto, and the Cemetery By-law 2012-129 as amended from time to time.

I/We further certify that the resale is for an amount no greater than the current value on the cemetery Price List.

I/We hereby acknowledge and direct the Corporation of the City of Sault Ste. Marie to enter the name of the Transferee(s) listed below as the Interment Rights Holder.

_____ *Interment Rights Holder(s)* _____ *Date*

Part 2 – Acknowledgement of Transferee

I/We, the Transferee(s), acknowledge that we have received a current copy of the Cemetery By-law from the Interment Rights Holder(s). I/we have reviewed the Cemetery By-law 2012-129 as it applies to the Interment rights and hereby agree to abide by the Cemetery By-law.

I have been informed by the Interment Rights Holder(s) that the Interment Rights being sold contain _____ lots; that _____ lots have been utilized and _____ lots remain available for future use.

_____ *Name of Transferee(s)*

_____ *Address*

_____ *Transferee* _____ *Transferee*

Part 3 – Cemetery Operator Acknowledgement and Acceptance

The Corporation of the City of Sault Ste. Marie hereby confirms that the cemetery records have been reviewed and that the above noted Interment Rights Holder(s) are registered on the cemetery records and have the authority to sell the Interment Rights to the Transferee(s). It is also confirmed that no money is owing by the Interment Rights Holder(s) to the Corporation of the City of Sault Ste. Marie in respect of the interment rights.

The Corporation of the City of Sault Ste. Marie hereby accepts and confirms that the sale has been recorded on the cemetery records and has issued a new Certificate of Interment Rights in the name of the Transferee(s).

Date: _____

_____ **for the Corporation of the City of Sault Ste. Marie**

Schedule C to By-law 2012-129

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
APPLICATION FOR CREMATION AND CORONER'S CERTIFICATE
City Clerk's Office – 705-759-5394 Manager of Cemeteries – 705-759-5336

I, _____
(Name of Applicant)

Address _____

apply to the City of Sault Ste. Marie to perform the cremation of the remains of the late

Name of Deceased

I authorize the following disposition of the cremated remains:

If instructions for such disposition are not given within one (1) year from the date of cremation, or if within that period it is not possible to carry out the instructions which have been given, the cremated remains will be buried in Greenwood Cemetery or Holy Sepulchre Cemetery.

I do solemnly declare as follows:

Address of the deceased _____ Occupation of the deceased _____

Age of the deceased _____ Male _____ Female _____
Gender

Marital status of the deceased: single _____ married _____ widowed _____ divorced _____ common-law _____

Place of death _____ Date of death (dd/mrr/yy) _____

Name and address of the ordinary medical attendant of the deceased _____

Are you an estate trustee of the deceased? Yes _____ No _____

If not, did the deceased leave a Will? Yes _____ No _____ Your relationship to the deceased: _____

Are you the nearest surviving relative of the deceased? Yes _____ No _____

The reason the application is made by you and not an estate trustee or any nearer relative: _____

Did the deceased have an infusion pump, pacemaker, or other hazardous device or implant? Yes _____ No _____
If yes, please describe: _____

Name and address of the spouse of the deceased: _____

Did the deceased leave any written directions as to the mode of disposition of his/her remains? Yes _____ No _____
If yes, please describe: _____

Have the near relatives of the deceased been informed of the proposed cremation? Yes _____ No _____
(The term "near relative" as here used includes widow, or widower, parents, children over the age of 18 and other relatives usually residing with the deceased).

Have the persons with whom the deceased made his or her residence been informed of the proposed cremation?
Yes _____ No _____

Has any relative of the deceased or any other person expressed any objection to the proposed cremation?
Yes _____ No _____ If so, give the name and address of the relative or other person and the grounds on which they have made objection: _____

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief.

(Witness)
Date: _____

(Applicant)

Funeral Director: _____

Cremation Number: _____

Address _____

Date and hour of Cremation Service: _____

Note: Caskets or containers must be of wood or other combustible material. The remains are always cremated in the casket or container as received at the crematorium.

CORONER'S CERTIFICATE FOR CREMATION

I do certify that the circumstances of the death of:

who resided at _____

and whose death took place at _____

on _____
(day/month/year)

have been investigated by me and that there exists no reason for further examination of the body.

Coroner's Name _____ Telephone No. _____

(Coroner's Signature)

(Date)

Note: This Certificate is not a Burial Permit under the *Vital Statistics Act*. A Burial Permit under that *Act* is also required

**Schedule "D" to By-law 2012-129
Specifications for Markers**

	Maximum total height	Minimum thickness	Maximum thickness	Maximum length of base	Maximum width of base	Maximum length of monument	Maximum width of monument
Cemeteries:							
Greenwood (New and Old), Holy Sepulchre, "West Section", Pine Grove, West Korah							
Single grave	1.4m(54")	0.15m(6") for monuments up to 1.07m (42") high 0.2m (8") over 1.07m (42")		0.8m(32")	0.8m (3") beyond marker base	0.8m(32")	
Double grave	1.4m(54")	0.15m(6") for markers up to 1.07m (42") high 20cm (8") over 1.07m (42") high		1.6m(63")	0.8m (3") beyond monument base	1.6m(63")	
Triple grave or higher	1.4m(54")	0.15cm(6") for markers up to 1.07m (42") high 0.2m (8") over 1.07m (42")		2.0m(78")	0.8m (3") beyond monument base	2.0m(78")	
Foot markers	Flush with ground		.1m(4")	n/a	n/a	n/a	n/a
Wooden crosses	0.9m(36")	0.1m(4")	0.15m(6")	n/a	n/a		.6m(24")
Holy Sepulchre							
Flat Area							
Single grave	Flush with ground	0.1m(4")	0.15m(6")	n/a	n/a	0.8m(30")	0.5m(20")
Double grave	Flush with ground	0.1m(4")	0.15cm(6")	n/a	n/a	1.0m(39")	0.5m(20")
Triple grave or higher	Flush with ground	10cm(4")	0.15cm(6")	n/a	n/a	1.82m(72")	0.5m(20")

	Maximum total height	Minimum thickness	Maximum thickness	Maximum length of base	Maximum width of base	Maximum length of monument	Maximum width of monument
Baby Shrine							
Single lot	Flush with ground	n/a	n/a	n/a	n/a	.36m(14")	0.25m(10")
Double lot	Flush with ground	n/a	n/a	n/a	n/a	0.5m(20")	0.46m(18")
Urn Area							
Single	1.07m (42")		0.15m (6")	0.6m (24")	0.6m (24")		
Companion	1.07m (42")		0.15m (6")	0.8m (32")	0.6m (24")		
New Greenwood							
Legion Hill Veterans' Section	0.8m(32")	0.08m (3")	0.8m(3")	0.74m(29")	0.5m (20")	0.38m(15")	
Veterans' Section Upright Flat	1.0m (39")	0.08m (3")	0.08m(3")	0.74m(29")	0.5m (20")	0.38m(15")	
Per Veterans' Affairs Canada (Last Post) standards	0.31m (12.25")	0.1m(4")				0.5m(20")	0.38m(15")
Children's Section	0.6m(24")		0.1m(4")	0.51m(20")	0.2m(8")		
Urn Garden							
Single	Flush with ground	0.1m(4")	0.1m(4")				
Companion	Flush with ground	0.1m(4")	0.1m(4")			0.5m(20")	0.45m(18")
Cremation Hill							
Single	0.71m(28")		0.15m(6")	0.6m(24")	.45m(18")		
Companion	0.71m(28")		0.15m (6")	0.8m(32")	.45m (18")		
West Korah							

	Maximum total height	Minimum thickness	Maximum thickness	Maximum length of base	Maximum width of base	Maximum length of monument	Maximum width of monument
Legion Veterans' Section	0.71m(28")		0.15m(6")	0.6m(24")	.45m(18")		
Legion Veterans Cremated Section	Flush with ground	0.1m(4")				0.36m(14")	.25cm(10")

Slant markers must be on a 10cm (4") concrete slab.

Pillow markers (covering all reasonable sizes, and in all City cemeteries) may be installed without a poured concrete foundation. A concrete pad is acceptable in these cases.

A poured concrete foundation is not a requirement unless requested by the customer.

Foundation types and thicknesses

Single grave:	concrete pad at least 4" thick
Double grave	concrete pad at least 5" thick
Triple grave or higher	concrete pad at least 5" thick
Wooden crosses	n/a
Cremation interment sections (excluding flat sections):	
Single:	concrete pad at least 4" thick
Companion	concrete pad at least 4" thick
Legion Hill Veterans Section	concrete pad at least 4" thick
Childrens' Section	concrete pad at least 3" thick
Cremation Hill	concrete pad at least 4" thick
West Korah:	rules for single, double and triple graves apply