

THE CORPORATION OF THE TOWN OF HUNTSVILLE

BY-LAW NUMBER 2004-90

A by-law to provide for rules and regulations for the care and control of all municipal cemeteries

WHEREAS it is deemed expedient to provide for the regulation of the municipally operated Cemeteries in the Municipality of Huntsville;

AND WHEREAS there are Cemeteries known as Hutcheson Memorial Cemetery, Locks Cemetery, Stephenson Cemetery and other cemeteries owned by the municipality;

AND WHEREAS the above mentioned Cemeteries are licensed to act as cemeteries in accordance with the *Cemeteries Act (Revised), R.S.O., 1990, Chapter C.4, as amended*, and the regulations made pursuant to the said Act.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Huntsville as follows:

1. **DEFINITIONS**

In this by-law:

- (1) “**by-laws**” means the rules under which the Town Cemeteries operate;
- (2) “**Board**” means the duly appointed Board of Trustees for the Huntsville Cemetery Board;
- (3) “**care and maintenance fund**” means that fund in which all monies received for care and maintenance of lots has been invested by the Treasurer of the Town;
- (4) “**caretaker**” means the custodian or designate responsible for the day-day-day operations of each individual Cemetery owned by the Town;
- (5) “**cemetery**” means lands set aside and approved for the interment of human remains and includes a columbarium or other similar such structures;
- (6) “**Cemeteries Act**” means the Cemeteries Act, (Revised), R.S.O. 1990, chap. C.4 and Regulations;
- (7) “**cemetery supplies**” means interment vaults, monuments, grave markers or memorial plaques of stone or metal, corner posts, flowers, shrubs, artificial wreaths and any other articles normally supplied for use in a cemetery;
- (8) “**columbarium**” means a structure designed for the purpose of placing cremated human remains in a sealed compartment above ground;
- (9) “**department**” means the Physical Services Department of the Town;
- (10) “**interment rights**” means the right to require or direct the interment of human remains in a lot;

- (11) “**interment rights certificate**” means the certificate issued by the Town to the purchaser upon payment of interment rights, cemetery supplies and services;
- (12) “**interment rights holder**” means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the *Cemeteries Act*;
- (13) “**lot**” means an area of land in a cemetery containing or set aside to contain human remains or a niche or compartment in a columbarium;
- (14) “**manager / cemeteries**” means the Manager of Cemeteries being the Director of Physical Services or designate;
- (15) “**marker**” means any memorial of granite, marble or bronze set flush with the surface of the ground and used to mark the location of the grave, or any memorial affixed to a columbarium niche or other structure for the deposit for human remains;
- (16) “**Ministry**” means the Ministry of Consumer and Business Services;
- (17) “**monument**” means any memorial projecting above the level of the ground;
- (18) “**outer enclosure**” means an underground concrete, fiberglass or metal burial container for a casket, coffin or cremated remains;
- (19) “**owner**” means the Town;
- (20) “**plan**” means the plans of the cemetery, approved by the Ministry;
- (21) “**plot**” means two or more lots in which the rights to inter have been sold as a unit;
- (22) “**pre-need supplies or services**” means cemetery supplies and services that are not required to be provided until the death of a person alive at the time the arrangements are made;
- (23) “**register**” means electronic, or written records, kept in accordance with the *Cemeteries Act*;
- (24) “**Registrar**” means the Registrar appointed under the *Cemeteries Act*;
- (25) “**Secretary/Treasurer**” means the designated person responsible for keeping of records and selling of graves for municipally owned cemeteries;
- (26) “**tariff of charges**” means the price list of supplies and services provided by the Town Cemeteries;
- (27) “**Town**” means the Corporation of the Town of Huntsville;
- (28) “**trust fund**” means a trust fund established for the purpose of the *Cemeteries Act*;
- (29) “**urn**” means a container used for the purpose of disposition for human cremated remains.

2. **ADMINISTRATION - CONTROL, OPERATION & MANAGEMENT OF CEMETERIES**

2.1 Physical Services Department

2.1.2 The Department has the operation and management of all cemeteries owned and controlled by the Town, namely:

**Hutcheson Memorial Cemetery
Locks Cemetery
Stephenson Cemetery; AND**

all other **municipally owned cemeteries** which are the responsibility of the Town.

2.1.3 **Powers**

The Department has the power:

2.1.3.1 to control, pursuant to the provisions of the *Cemeteries Act* and regulations, and of this By-law, the operation and management of the cemeteries, including the expenditure of money appropriated by the Town Council for that purpose, and the expenditures of interest and other income from money or other property given, devised, bequeathed or set aside for the purpose of the upkeep or care of any cemetery or part thereof, save and except those funds received from the sale of lots that are set aside as reserve funds to be invested by the Town Clerk of the Town;

2.1.3.2 to control and direct, pursuant to the provisions of the *Cemeteries Act* and regulations, and of this By-law, the operation and management of a cemetery;

2.1.3.3 to improve and beautify the cemeteries, including the keeping in good order and repair of buildings, fences, drains, walks, drives and grounds;

2.1.3.4 to control the provision of cemetery services and cemetery supplies;

2.1.3.5 to see that all burials in the cemeteries are conducted in a decent and orderly manner, and that quiet and good order are at all times maintained therein;

2.1.3.6 to exercise its discretion in the employment, supervision and discharge of all employees engaged in the discharge of these duties;

2.1.3.7 to prepare and present to the Town Council the budget required for the above noted Cemeteries;

2.1.3.8 to maintain a liaison with the Town Clerk, or delegate, with respect to the giving and receipt of signed orders for all interments and disinterments, and to exercise control over the execution of said orders, including attendance of a caretaker or delegate at every interment and disinterment.

2.2 **Town Clerk – Secretary/Treasurers**

2.2.1 The sale of lots and the maintaining of all records pertaining thereto shall be under the control and management of the Town Clerk or designate;

2.2.2 **Powers**

The Town Clerk, or the Town Clerk's delegate and the Secretary/ Treasurers for the Locks Cemetery and the Stephenson Cemetery shall have the power:

- (1) to sell lots and services in accordance with the price list attached as Schedule "A" to this by-law, issue receipts for the proceeds of the sales, prepare interment rights certificates and keep a register for public inspection in which shall be entered all particulars of the sales, as follows:
 - (a) the name and address of every owner of a lot; and,
 - (b) every transfer of the ownership of a lot.
- (2) to provide for public inspection, a separate register in which shall be entered:
 - (a) the name of every deceased person whose human remains is interred in the cemetery, columbarium and winter vault storage;
 - (b) the location of every deceased person interred in the cemetery or columbarium;
 - (c) the date of the burial of every such human remains; and
 - (d) the particulars of every disinterment or removal of human remains;
 - (e) the record of cremations.
- (3) to sign orders for all purchase of lots, interments, disinterments and removals, and to sign all such other orders as may be necessary; and
- (4) to maintain a liaison with the Town Clerk with respect to the burial orders, and records of sales, interments, disinterments, removals and all other records.

2.3 **Town Clerk / Secretary/Treasurers of Town Owned Cemeteries**

2.3.1 The proceeds of the sale of lots for Hutcheson Memorial Cemetery shall be received by the Town Clerk and deposited to the accounts of Hutcheson Memorial Cemetery and pursuant to the provisions of *The Cemeteries Act* AND the *Trustee Act*;

2.3.2 The proceeds of the sale of lots from the Locks Cemetery shall be received by the appointed Secretary/Treasurer and deposited to the accounts of the Locks Cemetery and pursuant to the provisions of the *Cemeteries Act* AND the *Trustee Act*.

- 2.3.3 The proceeds of the sale of lots from the Stephenson Cemetery shall be received by the appointed Secretary/Treasurer and deposited to the accounts of the Stephenson Cemetery and pursuant to the provisions of the *Cemeteries Act* AND the *Trustee Act*.
- 2.3.4 The accounts shall be reported annually to the Town Treasurer, in writing, for audit purposes. An audited financial statement for each of Hutcheson Memorial Cemetery, Locks Cemetery and the Stephenson Cemetery will be presented to the Board annually.

3. **PURCHASE, SALE AND TRANSFER OF LOTS**

- 3.1 The charges for lots and for all cemetery services shall be as set forth in the “**Tariff of Charges**” attached hereto as **Schedule "A"** to this By-law, as amended from time to time by Council.
 - 3.1.1 The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the *Cemeteries Act*.

Care & Maintenance

The following Care & Maintenance Provisions are in effect:

Adult Lot:	40% of the purchase price or \$150.00, whichever is greater
Youth Lot:	40% of the purchase price
Infant Lot:	40% of the purchase price
Cremation Lot:	40% of the purchase price
Niche:	15% of the purchase price or \$100.00, whichever is greater

Each amount is subject to payment of GST.

- 3.1.2 For indigent burials a warrant signed by an official of the Social & Family Services Department indicating that the department will be responsible for the payment of such interment is required.

3.2 **Plans or Maps**

Plans or maps showing all lots available for purchase shall be kept in the office of the Town Clerk at the Municipal Office and the Cemetery Office for **Hutcheson Memorial Cemetery** and shall be available during regular office hours for inspection by prospective purchasers.

- 3.2.1 Plans or maps showing all lots available for purchase shall be kept with the Secretary/Treasurer responsible for the **Locks Cemetery** and shall be available for inspection by prospective purchasers upon making arrangements with the Secretary/Treasurer.
- 3.2.2 Plans or maps showing all lots available for purchase shall be kept with the Secretary/Treasurer responsible for the **Stephenson Cemetery** and shall be available for inspection by prospective purchasers upon making arrangements with the Secretary/Treasurer.

3.3 **Interment Rights Certificate**

3.3.1 The “**Certificate of Interment Rights**” for a lot or lots shall be in the form attached hereto as **Schedule "B"** to this by-law and shall:

- (1) show the name and address of the purchaser;
- (2) show the location and area or dimensions of the lot to be purchased;
- (3) show the amount of the sale price and date of purchase;
- (4) show the proportion of the sale price set aside for care and maintenance in accordance with the *Cemeteries Act*;
- (5) be executed by the Town Clerk for Hutcheson Memorial Cemetery or the designated Secretary/Treasurer for the Locks Cemetery, or the designated Secretary/Treasurer for the Stephenson Cemetery.

3.3.2 **Interment Rights Sold in Advance of Need**

The agreement to purchase a lot or lots shall:

- (1) be executed by the purchaser and the Town Clerk for Hutcheson Memorial Cemetery or the designated Secretary/Treasurer for the Locks Cemetery, or the designated Secretary/Treasurer for the Stephenson Cemetery;
- (2) state the purchaser has a right to cancel the contract within the thirty day period following the day the contract is made;
- (3) state the purchaser must pay a service fee if the contract is cancelled more than thirty days after the contract is made as required by the Act.

3.4 **Interment Rights**

3.4.1 The interment rights agreement shall convey only the right of burial of human remains therein, and of installing a marker, monument or vault, and such rights shall be subject to the provisions of the *Cemeteries Act* and of this by-law, as amended from time to time, and no purchaser shall acquire any right, title or interest except as aforesaid or pursuant to the Act;

- 3.4.2 Upon payment in full of the purchase price of a lot, the Town Clerk for Hutcheson Memorial Cemetery or designated Secretary/Treasurers for the Locks Cemetery and the Stephenson Cemetery shall prepare an Interment Rights Certificate, which Certificate shall:
- (1) show the name of the purchaser;
 - (2) show the location and area of the lot to be purchased;
 - (3) show the date of purchase or transfer;
 - (4) show the amount of the sale price;
 - (5) show the amount deposited to the care and maintenance fund;
 - (6) be executed on behalf of the Town by the Town Clerk for Hutcheson Memorial Cemetery or the designated Secretary/Treasurers for the Locks Cemetery and the Stephenson Cemetery;
 - (7) be delivered to the purchaser, along with a copy of the Contract for Purchase and the By-law which provides the rules and regulations for the care and control of all municipal cemeteries;
 - (8)
 - i) the Town Clerk shall record the information for Hutcheson Memorial Cemetery in a register kept in accordance with the *Cemeteries Act* and under the regulations made there under.
 - ii) the Secretary/Treasurer for The Locks Cemetery shall record this information in a register kept in accordance with the *Cemeteries Act* and under and the regulations made there under.
 - iii) the Secretary/Treasurer for The Stephenson Cemetery shall record this information in the register kept in accordance with the *Cemeteries Act* and under the regulations made there under.

3.5 **Transfer**

- 3.5.1 The transfer of a lot shall convey only those rights set out in section 3.4.1 of this by-law.
- 3.5.2 Upon receipt of the prescribed fee, together with a fully executed “**Transfer of Lot Form**”, completed by the registered owner or that person's legal representative, ascertained by production of a notarial copy of the Will or other evidence satisfactory to the Town Clerk and designated Secretary/Treasurers in the form attached hereto as **Schedule "C"** to this by-law. The Town Clerk and designated Secretary/Treasurers shall immediately cause the transfer to be entered in the register kept for that purpose as aforesaid, and shall issue a Certificate of Transfer.

3.6 **Repurchase**

The Town may repurchase any lot previously sold or conveyed or any part of such lot in which no interment has been made. The repurchase price of interment rights shall be determined by establishing the amount paid by the purchaser for the rights less the amount paid into the care and maintenance fund, in respect of the interment rights. A **'Release'** in the form attached as **Schedule "D"** shall first be obtained.

4. **INTERMENTS, DISINTERMENTS AND WINTER VAULT STORAGE**

- 4.1 All interments in lots shall be restricted to members of the family or on written direction of the Interment Rights Certificate Holder.
- 4.2 A delegate of the Town or someone in the employ of the Department shall be in attendance at each interment, disinterment and placement in the Hutcheson Memorial Cemetery winter vault storage.
- 4.3 A burial permit issued by the Division Registrar or Deputy Division Registrar, showing that the death has been registered, must be deposited with the caretaker or the Secretary/Treasurer before interment can take place.
- 4.4 In each case of burial a written statement giving the name of the deceased, and the signature and address of deceased's nearest relative/executor of estate, time of interment, in what lot to be interred, and name of Funeral Director shall be provided to the Town Clerk for Hutcheson Memorial Cemetery or the Secretary/Treasurers for the Locks Cemetery and the Stephenson Cemetery, so that accurate register may be kept. The location of the lot to be opened shall be accurately designated. Precise and proper instruction in writing shall be given regarding the location of every burial or placement of cremated remains in the form of a **"Contract for Permission of Interment"** attached as **Schedule "E"**, known as Contract for the Purchase of Interment Rights, Cemetery Supplies or Services.
- 4.5 Where orders for interments are given by telephone, the Town will not be responsible for any errors or misunderstandings that may arise, and such verbal orders shall be confirmed in writing, prior to the cemetery receiving the human remains, in the form of a "Contract for Permission of Interment".
- 4.6 Persons ordering lots shall be held responsible for charges incurred.
- 4.7 No interment shall be made without the written order of the owner of the lot or the owner's legal representative.
- 4.8 When a lot is held jointly by two or more persons, a written direction will be accepted from either or any of them or their authorized representatives, for interment in such part of the lot as may be requested.
- 4.9 One full interment is permitted in one grave, along with four cremation remains.

- 4.10 Two cremated remains are permitted in a cremation / baby lot.
- 4.11 Double depth interments shall not be permitted.
- 4.12 No more than two urns shall be allowed in any columbarium niche unit and the containers must be no greater in size than **10" by 10" by 10"**, combined.
- 4.13 Notice of each interment to be made shall be given to the Caretaker or Secretary/ Treasurer at least 24 hours previous thereto except under special circumstances. The Department will not be responsible for having lots prepared for funerals unless such notice is given.
- 4.14 No interment shall be made on Sunday, except on a medical certificate that burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases.
- 4.15 No burials shall be made on any statutory holiday except under conditions defined in subsection (.13). For the purposes of this Section, Saturdays, Sundays and holidays shall not be considered working hours.
- 4.16 Mounds shall not be permitted over lots and no lots shall be filled above the grade established in the cemetery.
- 4.17 No interment equipment other than that provided or approved by the caretaker shall be used in the cemetery, with the exception of lowering device, grave dressing and concrete vaults or liners which may be installed by an independent supplier.
- 4.18 No funeral shall be permitted in the cemetery and no burial shall be allowed except between the hours of nine o'clock in the forenoon and four o'clock in the afternoon and for the purpose of clarity all funeral interment services shall be concluded by the hour of four in the afternoon, except under unusual circumstances whereby special permission may be granted by the Caretaker.
- 4.19.1 No disinterments shall be made without the written consent of the local medical officer of health and the owner of the lot, except on an order from the court or as provided in the regulations under the *Cemeteries Act*. The written consent or order must be delivered to the Caretaker prior to disinterment.
- 4.19.2 Only cemetery staff, law enforcement officers, representatives from the Ministry of Health and the respective Funeral Home staff may be present at a disinterment.
- 4.20 The Cemetery shall not be responsible for the cost incurred to replace concrete monument bases, monuments, trees, plants or shrubs that are removed for interment or disinterment purposes.
- 4.21 The body of a deceased person must be buried, entombed, or cremated in the receptacle that was used for transportation to any Huntsville Municipal Cemetery. No exchange of casket or containers will be allowed on Cemetery property.
- 4.22 Remains to be interred in a lot or winter vault storage must be enclosed in a container closed securely, dry and of sufficient strength to permit burial with the container remaining intact.

- 4.23 Funeral corteges within the cemetery shall follow the route indicated by the Caretaker.
- 4.24 No interment shall be permitted in any lot or placement in the winter vault storage against which outstanding cemetery service charges due, are paid in full.
- 4.25 No disinterment shall be permitted until all cemetery service charges are paid in full.
- 4.26 No scattering of cremated remains is allowed in the cemeteries.
- 4.27 All spring burials are at the discretion of the Caretaker of the Cemeteries.

5. **CARE OF LOTS**

- 5.1 All lots and graves sold or assigned, shall be kept properly graded, sodded or seeded and mown by employees of the Department.
- 5.2 The Caretaker or Department may remove trees or shrubs or any part thereof situated in any lot that shall have, in the opinion of the Department, become by means of their roots or branches or in any way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds.
- 5.3 No person shall do any work upon a burial lot without the **written permission** of the designated Caretaker of the Cemetery.
- 5.4 No person shall move corner posts, lot marker, perimeter borders or fencing without permission of the Caretaker of the Cemeteries.
- 5.5 **Decorating of Lot (Grave) and Cemetery Grounds:**
 - 5.5.1 The use of a hanging basket containing real or artificial flowers, or a plastic vase containing natural or artificial flowers, shall be permitted at the monument base.
 - 5.5.2 No Glass Containers shall be permitted in the Cemeteries.
 - 5.5.3 No more than one enclosed vigil light will be permitted by the monument.
 - 5.5.4 Unsightly floral tributes shall be removed from the graveside or lots by Cemetery Staff, without notice.
 - 5.5.5 Only one approved artificial winter wreath is allowed per family plot. An artificial winter wreath which is securely fastened to a three (3) pronged, free standing wire stand of a maximum height of 91 cm (36") is permitted on a family plot. Artificial winter wreaths may be placed on graves after October 15th and must be removed by May 15th each year. Any winter wreath remaining on the grave after May 15 will be disposed of by the cemetery staff. Wreaths blown to the ground or that have become unsightly will be disposed of by cemetery staff, without notice.

- 5.5.6 Only one saddle-type arrangement which is fastened to the top of the monument shall be allowed to remain on the top of an upright monument and only until such time as it is unsightly, at which time they may be removed and disposed of by cemetery staff, without notice.
- 5.5.7 All rubbish shall be placed in receptacles provided for that purpose.
- 5.5.8 Existing borders, fences, railing, walls, curbs, benches, steps, articles made of glass, open candles, structures of wood and other perishable material, cut-stone copings and hedges or other equally perishable and destructible materials in or around lots are prohibited and may be removed and disposed of by Cemetery staff, without notice.
- 5.5.9 The Town will not be responsible for any damage to lots and monuments, structures, photographs or objects thereon, or for flowers or articles removed from any lot or grave.
- 5.5.10 The Town shall only be responsible for damage to lots, monuments and markers knowingly caused by Cemetery staff.
- 5.5.11 Thorny plants, such as roses, hawthorns or Russian Olive plants are prohibited.
- 5.5.12 No planting of trees or shrubs shall take place without the **written permission** of the Caretaker of the Cemeteries. All trees or shrubs must be ornamental evergreen types and not flowering. The height must not exceed four feet. Once planted, they become the property of the cemetery. The Caretaker may remove and dispose of any tree, shrub or bush that has perished, or has become unsightly to the general appearance of the grounds due to reason of neglect or age, or that impedes on an adjacent lot, without notice.
- 5.5.13 Artificial and natural flowers, along with ornaments of any kind, are not permitted on or near the columbarium niche units.
- 5.5.14 No person shall place or install any vegetation, articles or items on a lot or anywhere in a cemetery, except as permitted by this by-law or authorized in writing by the Department.
- 5.5.15 Where cemetery staff remove and dispose of vegetation, an article or item, no person is entitled to compensation for that vegetation, article or item.
- 5.5.16 The Town shall not be responsible for loss of or damage to any articles upon any lot or grave.

6. **MONUMENTS AND MARKERS**

- 6.1 Where a monument or marker presents a risk to public safety, the Caretaker may do whatever is necessary by way of repairing, resetting or laying down the monument so as to remove the risk.

- 6.2 No monument or marker shall encroach on any grave space.
- 6.3 No monument or other structure shall be erected or permitted on a lot, until accrued charges have been paid in full for the Monument Care Fund, in accordance with *The Cemeteries Act*.
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|---|----------|
| Flat Marker 439.43 square centimeters (173 square inches) or more: | \$ 50.00 |
| Upright Monument up to 1.22 metres (4 feet) in height or width: | \$100.00 |
| Upright Monument more than 1.22 metres (4 feet) in height or width: | \$200.00 |
- GST is applicable to such charges.
- 6.4 No monument or grave marker shall be erected or permitted on a lot, until all cemetery fees have been paid in full.
- 6.5 All markers and monuments shall be constructed of granite, marble or bronze. All such articles shall be subject to the prescribed limitations. No metal plate attachments shall be permitted unless fabricated of a non-corrosive metal and which are an integral part of the monument. Lettering, numbering and name plate attachments are prohibited. The bottom bed of all bases and markers shall be cut level and true.
- 6.6 All upright monuments must be placed on a poured concrete foundation at least 5 feet in depth. The upper portion of the foundation must not be more than two inches more or less than the base of the monument. The foundation must be poured flush with the ground. All foundations must be done by a monument company, or a person contracted by the monument company under the authorization and direction of the Cemetery Caretaker.
- 6.7 Not more than one monument shall be erected on any one lot, and shall be located in the centre of the top lot line, or as otherwise designated and approved by the Caretaker of the Cemetery. Notwithstanding the foregoing, where individual monuments have been erected on older plots, a monument, in accordance with the regulations of the *Cemeteries Act*, may be added upon receiving written approval from the person with Interment Rights to the lot(s) and from the Caretaker of the Cemetery.
- 6.8 Only flat or pillow markers may be placed on cremation or infant graves.
- 6.9 One Bronze memorial wreath plaque may be placed on each columbarium niche unit and must be 11" x 7 3/4" (28 cm x 19.5 cm) in size, with the bosses being manufactured to meet the niche face pre-drilled hole requirements.
- 6.10 No monument, monument base or marker shall be erected in the cemetery without the consent of the caretaker.
- 6.11 Any monument and inscription on a monument upon any lot shall be in keeping with the dignity and decorum of the cemetery.
- 6.12 Corner Stones are compulsory when purchasing a grave.
- 6.13 No upright monuments are allowed in the Locks Cemetery due to ground conditions.

7. **MONUMENT DEALERS, CONTRACTORS & EMPLOYEES**

- 7.1 All employees, whether cemetery employees or employed by others in the cemetery shall be subject to the direction and control of the Manager/Cemeteries.
- 7.2 Contractors, masons, stonecutters, vault suppliers and monument companies shall lay planks on the lots and paths over which heavy materials are to be moved to protect the grounds.
- 7.3 Employees shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
- 7.4 No work shall be commenced that cannot be completed, including the removal of debris, during regular cemetery hours, unless by special permission of the Caretaker.
- 7.5 Heavy loads may be prohibited from the cemetery when roads are in an unfit condition, at the discretion of the Caretaker.
- 7.6 No monumental work shall be delivered to the cemetery until the foundation is completed and the contractor is prepared to proceed with the installation.
- 7.7 Damages caused to any lot, monument, marker or other structure in a cemetery shall be the personal responsibility of the person causing the damage and their employer, who shall be liable therefore.
- 7.8 No monument dealer shall park on the grass unless otherwise directed to do so by the caretaker.
- 7.9 Any injury to employees of the Monument and Vault Companies, during the installation process, shall be the responsibility of their employer.
- 7.10 It shall be the responsibility of the monument dealer to identify correctly and properly place the inscription on the monument or marker.
- 7.11 No monument or marker may be removed without written permission from the Caretaker.

8. **VISITORS**

- 8.1 Alcoholic beverages: no person shall consume alcoholic beverages in the cemetery grounds.
- 8.2 Animals: no person shall bring an animal into the cemetery grounds, leader dogs excepted.
- 8.3 Complaints: all complaints made known to the Caretakers, Secretary/Treasurers, Town Clerk and Director of Physical Services shall be recorded and given to the Cemetery Board.
- 8.4 Debris: no person shall deposit rubbish on the grounds of a cemetery, except in the receptacles provided.

- 8.5 Destruction: no person shall:
- (1) willfully destroy, mutilate, deface, injure or remove any tomb, monument, gravestone or other structure placed in a cemetery, or any fence railing or other work for the protection or ornament of a cemetery, or of any such tomb, monument, gravestone or other structure or of any lot in a cemetery;
 - (2) willfully destroy, cut, break, or injure any tree, shrub or plant in a cemetery, or willfully destroy or deface any signage, fencing, building or structure or any road, walk or other works in a cemetery.
- 8.6 Disturbance: no person shall willfully and unlawfully disturb persons assembled for the purpose of burying a body in a cemetery.
- 8.7 Firearms: no person shall discharge firearms in a cemetery except at a military funeral.
- 8.8 Games: no person shall play at any game or sport in a cemetery.
- 8.9 Nuisance: no person shall commit a nuisance in a cemetery.
- 8.10 Parades: no person shall engage in a parade other than those associated with a funeral procession within the cemetery.
- 8.11 Soliciting: no person shall solicit in the Town Municipal Cemeteries and no cemetery employee shall wear clothing that represents a cemetery supplier.
- 8.12 Vehicles: no person shall operate a bicycle, motorcycle or motorized snow vehicle in a cemetery. No person shall operate a vehicle at a greater speed than 15 kilometres per hour, or elsewhere than upon the roadways provided for vehicles.
- 8.13 Visiting hours: no person shall enter or be within any cemetery grounds before eight o'clock in the forenoon or after one-half hour before sundown, except police constables and authorized personnel of the Department.
- 8.14 Young children: no adult shall bring a child under the age of twelve years into a cemetery grounds, except under the direct control of that adult.

9. **PERIOD AND TIME OF OPERATION**

- 9.1 The Cemeteries are open for normal operation from spring until late fall as the Board and the Caretakers deem possible due to weather and ground conditions.
- 9.2 The Cemeteries are open for admittance from dawn until dusk during regular operation times. Walk in gates located at the front of the cemeteries are available for admittance seven (7) days a week. Drives through gates are open weekdays from 8:00 a.m. to 4:30 p.m. Admittance after dusk in any manner is prohibited.

- 9.3 Regular operation in the spring will commence upon completion of all Spring Interments and upon final inspection by the Caretaker.

10. **PENALTY**

- 10.1 Any person who contravenes any provision of this by-law is guilty of an offence and subject to a penalty in accordance with the provisions of the *Provincial Offences Act, as amended*.
- 10.2 The provisions of section 10.1 do not apply to any employee of the Town engaged in carrying out the requirements of this by-law.

11. **REPEAL**

By-laws 93-22 and 2002-47 for Hutcheson Memorial Cemetery are hereby repealed.
By-law 84-35 any other previous By-laws for The Locks Cemetery are hereby repealed.
By-Laws 83-59 and 2004-27 for The Stephenson Cemetery are hereby repealed.

12. **EFFECTIVE DATE**

No part of this by-law shall come into force and take effect until it is filed and approved by the Registrar of the Cemeteries Branch, pursuant to the *Cemeteries Act*.

READ a FIRST TIME this 7th day of September A.D., 2004.

Mayor (Hugh Mackenzie)

Clerk (Kathleen Gilchrist)

READ a SECOND and THIRD TIME and finally passed this 7th day of September A.D., 2004.

Mayor (Hugh Mackenzie)

Clerk (Kathleen Gilchrist)

APPROVED BY THE REGISTRAR, CEMETERIES BRANCH, ON: _____



SCHEDULE "A"

TO BY-LAW NO. 2004-90

TARIFF OF FEES

**PRICE LIST OF SUPPLIES AND
SERVICES PROVIDED BY
THE CORPORATION OF THE TOWN
OF HUNTSVILLE CEMETERIES**

TARIFF OF CHARGES

HUTCHESON MEMORIAL CEMETERY

ADULT LOT 3' X 10'	40 % - Care & Maintenance	General Fund	<u>Cost</u>	G.S.T.	<u>TOTAL</u>
SINGLE	\$ 220.00	\$ 330.00	\$ 550.00	\$ 38.50	\$ 588.50

CREMATION LOT - 2' X 4'	40% - Care & Maintenance	General Fund	<u>Cost</u>	G.S.T.	<u>TOTAL</u>
SINGLE	\$ 90.00	\$ 135.00	\$ 225.00	\$ 15.75	\$ 240.75

OPENING & CLOSING

GRAVE	Cost	G.S.T	TOTAL
Adult Grave	\$ 400.00	\$ 28.00	\$ 428.00
Cremation & Baby	\$ 150.00	\$ 10.50	\$ 160.50
DISINTERMENT	\$ 500.00	\$ 35.00	\$ 535.00

WEEKEND SURCHARGE

GRAVE TYPE	Cost	G.S.T	TOTAL
Adult & Cremation	\$ 150.00	\$ 10.50	\$ 160.50

Surcharge will be added to all interments entering the Cemetery all day Saturday until 12:00 noon Monday.

WINTER VAULT

TYPE	Cost	G.S.T.	TOTAL
Adult	\$ 50.00	\$ 3.50	\$ 53.50
Infant	\$ 25.00	\$ 1.75	\$ 25.75
Stillborn	NO CHARGE		

CORNER STONES

Set of four (4) Corner Stones - \$100.00

TRANSFER FEE - \$50.00

HUTCHESON MEMORIAL CEMETERY
72 NICHE DOME COLUMBARIUM UNIT
TARIFF OF CHARGES

Level	<u>General Fund</u>	<u>Care & Maintenance Portion 15%</u>	<u>Bronze Wreath Plaque</u>	<u>Total</u>	<u>G.S.T.</u>	<u>Total Cost</u>
F	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00
E	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00
D	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00
C	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00
B	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00
A	\$ 1,062.50	\$ 187.50	\$ 250.00	\$1,500.00	\$ 105.00	\$1,605.00

TOTAL NICHEs **72 Niches**

-
- Bronze Wreath Plaque included in cost of purchasing Niche**
 - First Opening & Closing Cost of \$150.00 included in cost of purchasing Niche**

Second Cost of Opening & Closing Niche - \$150.00

THE LOCKS CEMETERY
TARIFF OF CHARGES

<u>GRAVE</u>	<u>Care & Maintenance 40%</u>	<u>General Fund</u>	<u>Cost</u>	<u>G.S.T.</u>	<u>Total</u>
One	\$160.00	\$240.00	\$400.00	\$28.00	\$428.00

CORNER STONES

Set of (4) four Corner Stones - \$100.00

TRANSFER FEE - \$ 50.00

STEPHENSON CEMETERY
TARIFF OF CHARGES

<u>GRAVE</u>	<u>Care & Maintenance 40%</u>	<u>General Fund</u>	<u>Cost</u>	<u>G.S.T.</u>	<u>Total</u>
One	\$160.00	\$240.00	\$400.00	\$28.00	\$428.00

CORNER STONES

Set of four (4) Corner Stones - \$100.00

TRANSFER FEE - \$ 50.00

SCHEDULE "B"

CERTIFICATE OF RIGHTS CERTIFICATE

Certificate # _____

THE CORPORATION OF THE TOWN OF HUNTSVILLE

"CEMETERY NAME"

CERTIFICATE OF INTERMENT RIGHTS

In Compliance With: PURSUANT TO "The Cemeteries Act, Regulations and all amendments" thereto:

B E T W E E N:

_____ CEMETERY, a body licensed under the laws of the Province of Ontario, having its Head Office at 37 Main St. East, Huntsville, Ontario, Hereinafter called " _____ CEMETERY"

PARTY OF THE FIRST PART;

A N D:

_____ Hereinafter called **PARTY OF THE SECOND PART**

In consideration of the sum of _____ DOLLARS (\$ _____), receipt of which is hereby acknowledged and which included the sum of _____ Hundred DOLLARS (\$ _____) for Care and Maintenance, which is deposited with the Trustee. _____ CEMETERY agrees to assign to the Party of the Second Part the Burial of Interment Rights in _____ Cemetery.

Plan Number _____

Section or Tier _____

Lot(s) (Grave) _____ **shown on the approved plan of:**

NAME OF CEMETERY

Date of Purchase: _____

Page 2
Certificate of Interment Rights

The PARTY OF THE SECOND PART by the acceptance of this indenture indicates that the By-law governing the operations of the cemetery have been received and read, and agrees to be guided by the said By-law as well as the provisions of the Cemeteries Act as if these were included as part of this indenture.

Signature of Owner of Interment Rights

The PARTY OF THE SECOND PART agrees that in the event of transfer of said Interment Right by the purchaser, this Certificate cannot be transferred, but will be returned to the Party of the First Part, who will issue a new Certificate to the Transferee. With respect to the erection or installation of markers, The Party of the Second Part agrees to abide by the By-laws of _____ CEMETERY, wherein restrictions on the erection or installation of monuments / markers are given, and of which By-law is attached hereto.

IN WITNESS WHEREOF:

_____ CEMETERY has caused its corporate seal to be hereunto affixed by the hands of its proper signing officers this _____, day of _____ in the year of our Lord, Two thousand, (200_), and the Party of the Second Part has affixed his / her signature.

NAME OF CEMETERY

Per: _____ Secretary/Treasurer

PARTY OF THE SECOND PART:

Per: _____ Owner(s) of Interment Rights

NOTE: R = Regulation - 130/92, Sections 23 - 36
A = The Cemeteries Act, (Revised)

SCHEDULE "C"

TRANSFER OF LOT FORM

TO: TOWN CLERK
SECRETARY/TREASURER
TOWN OF HUNTSVILLE
HUNTSVILLE, ONTARIO

I, _____ of _____

the Registered Owner of Legal Representative of the owner hereby make application for the

Transfer of Lot(s) _____ Section (Tier) _____ Plan _____

in the _____ Cemetery, now registered in the name of

_____ to _____

address _____

in accordance with the By-laws governing the Cemeteries of the Town of Huntsville.

Fee Enclosed _____

Witness: _____ (Owner / Legal Representative)

Approved by: _____ (Town Clerk – Secretary/Treasurer)

Dated: _____

SCHEDULE "D"

RELEASE

WHEREAS: the undersigned is the owner or the present representative of the owner of the cemetery lot;

Description: _____

and desires to release his/her interest in the said lot to the Corporation of the Town of Huntsville, from any claim to the undersigned, and upon such resale, or upon purchase by the Town, to pay to the undersigned:

- 1) the amount paid for the rights, less the amount the owner paid into the care and maintenance fund, respect of the interment rights, Cemeteries Act 23(3) Reg. 30).
- 2) If the owner cannot, using reasonable efforts, determine the amount paid by the purchaser for the interment rights, the repurchase price is \$50.00, Cemeteries Act 23(3) Reg. 30(2).

THEREFORE: I / WE, the undersigned, for valuable consideration, do grant, release and quit claim unto the Corporation of the Town of Huntsville, its successors and assignees, forever, all my estate, right, title, interest claim and demand whatsoever both at law and in equity, or otherwise, howsoever in the above- mentioned cemetery lot(s).

WITNESS my hand and seal at the Town of Huntsville this _____ day of

_____, _____.

SIGNED in the presence of:

)
)
)
)
) _____
) **Signature of Owner / Legal Representative**

SCHEDULE "E"

CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS, CEMETERY SUPPLIES OR SERVICES

IN _____ CEMETERY
OPERATED BY THE TOWN OF HUNTSVILLE, 37 MAIN ST. E., HUNTSVILLE, ON. P1H 1A1

DATE OF PURCHASE: (Day/Month/Year) _____

1. INTERMENT (At Need Only)

Name of Deceased: _____

Date of Interment: _____

Outer Container: _____

Grave Location: _____

Funeral Home: _____

2. NEW PURCHASE

Date of Purchase: _____

Rights Holder: _____

Address: _____

Town/City: _____ Postal Code: _____

Phone No. _____

Grave(s) bought for: _____

Grave(s) or Niche Purchased: _____

3. BILLING

Number of Graves _____ x \$ _____ + GST _____ = \$ _____

Niche _____ x \$ _____ + GST _____ = \$ _____

Interment Fee _____ x \$ _____ + GST _____ = \$ _____

Week-End Surcharge \$ _____ + GST _____ = \$ _____

Winter Vault \$ _____ + GST _____ = \$ _____

Disinterment Fee \$ _____ + GST _____ = \$ _____

Corner Markers \$ _____ + GST _____ = \$ _____

TOTAL: \$ _____

It is agreed between the parties that the contract is subject to the By-law 2004-90 of the Town of Huntsville, and the purchaser hereby acknowledges receipt of a copy of the By-laws and that the "Conditions of Contract" on the reverse have been read and understood.

PURCHASER: _____

CEMETERY AGENT: _____

CONDITIONS OF CONTRACT (page 2)

The Cemetery agrees with the Purchaser as follows:

1. THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT: R(25.-(1)1)

Lot: 40% of lot price or \$150.00, whichever is greater.
Cremation Lot: 40% of filed rate.
Niche: 15% of filed rate.

2. CONTRIBUTION TO CARE & MAINTENANCE FOR MARKER INSTALLATION:

Flat marker 173 square inches or more: \$ 50.00
Upright monument up to 4 feet in height or width: \$100.00
Upright monument more than 4 feet 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 R(25.-1,2,3,4)
repurchase the rights at any time before they are used.
- (b) The re-purchase 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 to the Interment Rights.
- (c) In accordance with the Cemetery By-law 2004-90, the following restrictions on the
exercise of the Interment Rights apply.
- (d) In exercising the Interment Rights contracted herein, the following document is required:
Interment Order.
- (e) If a Purchaser transfers an Interment Right, the Purchaser shall give notice of the transfer
to the cemetery owner and return the original certificate of interment rights. The Purchaser
must sign a Transfer of Lot Form and file it with the Clerk / Secretary-Treasurer of the
Cemetery; in which the transfer will be recorded in the Cemetery records. A fee will be
charged for the Transfer. The cemetery will issue a new certificate of interment rights to
the transferee.
- (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.
- (h) No interment shall take place until the fees are PAID IN FULL!

**4. A CONTRACT FOR THE PURCHASE OF SERVICES INCLUDES R(26.1(1))
THE FOLLOWING CANCELLATION RIGHTS: R(26.(2) a,b,c,d)
R(26.(3))**

- (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 services and the cemetery 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.
- (c) Purchaser must pay the service fee required under the *Cemeteries Act* if the right to
cancel the Contract is made.
Such service fee is the lesser of 10 percent of the amount paid by the Purchaser for the
pre-need services together with any income earned by the owner on the 10 percent
since the purchase or \$200.00.