

**HUNTLEY PRESBYTERIAN CEMETARY
REGULATING BY-LAW 2013-01**

Part A

Definitions:

Attached as Schedule 'A'

Part B

General Information:

The Board of Trustees of the Huntley Presbyterian Cemetery are herein after referred to as the 'cemetery operator'.

Seasonal Operation:

The cemetery will be open for interment from May 1st until November 1st or the first snow fall whichever comes first.

Hours of Operation:

Office Hours: The board operates on a volunteer basis, and as such, is based on volunteer availability

Burial Hours: 8:00 a.m. to 6:00 p.m.

General Conduct:

The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy or deface any property within the cemetery.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

By-Law Amendments:

The cemetery shall be governed by these by-laws and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11 as amended.

Liability:

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God or vandals) to, any lot, plot, columbarium niche, monument, marker or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the cemetery.

Public Register:

A public register will be maintained by the cemetery operator as per provincial legislation – Section 110 of Ontario Regulation 30/11 that requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

Right to Re-Survey:

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Part C

Notice of Re-Sale and Transfer of Interment Rights:

Interment right holders shall first offer the interment rights to the cemetery operator. If the cemetery operator does not wish to re-purchase the interment rights at the current price listing less the Care & Maintenance amount (perpetual care) paid at the time of purchase the interment right may be sold on to a third party for no more than the current price listing of the cemetery, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in these by-laws. *Note: If the interment rights holder does not wish to sell their lot(s) privately and are fully aware of the current price, the interment rights holder may also choose to negotiate a sale price lower than the current pricing with the cemetery operator.*

Cancellation or Resale of Interment Rights:

Purchasers of interment right holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in this by-law. In accordance with cemetery by-laws, no burial, entombment or installation of any marker, inscription or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to re-sell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for interment rights.

Cancellation of Interment Rights within the 30 Day Cooling-Off Period:

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period (*for contracts entered into prior to July 1st 2012*):

Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment.

Re-sale of Interment Rights after 30 Day Cooling-Off Period:

Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been paid in full, and an interment rights certificate has been issued, the interment rights holder(s) as recorded on the cemetery records, has the right to re-sell the interment rights. Any re-sale of the interment rights shall be accordance with the requirements of the cemetery by-laws (refer to 'Notice of Re-Sale above) and in keeping with the FBCSA.

NOTE: ALL RESALES OF INTERMENT RIGHTS MUST BE COORDINATED THROUGH THE CEMETERY OPERATOR.

If any portion of the interment rights has been exercised, the purchaser, or interment rights holder(s) are not entitled to re-sell the interment rights.

Care and Maintenance Fund Contributions:

As required by sections 166 and 168 of Ontario Regulation 30/11 a percentage of the purchase price on all interment rights and a prescribed amount for monuments and marker is contributed into the Care and Maintenance Fund. Income from this fund is used to offset some of the costs to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling-off period.

Part D

Burials:

Interment rights holder(s) must provide written authorization prior to a burial or entombment taking place. Should the interment rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Estate Trustee, Executor, Personal Representative or next of kin.

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province & must be provided in writing to the cemetery operator prior to burial or entombment taking place. A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains taking place.

In accordance with the FBCSA the purchase of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.

The full burial of human remains must be in a steel casket or contained in a cement or steel vault. The cremation burial of human remains must be contained in a sealed urn.

Payment must be made to the cemetery before a burial can take place.

Opening & Closing

The cemetery operator shall be given forty-eight (48) hours advance notice of the burial of human remains.

The opening and closing of graves and niches may only be conducted by the cemetery operator or those designated to do work on behalf of the cemetery.

Restrictions

Each lot is designated for a maximum of one (1) casket interment and three (3) cremation burials OR four cremation burials.

Cremated remains are not permitted to be scattered on a grave or within cemetery grounds.

Disinterment

Human remains may be disinterred from a lot provided that written consent (authorization) of the interment rights holder has been received by the cemetery operator and prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the cemetery operator before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s)

Part E

Memorialization:

No monument or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The cemetery operator will take reasonable precautions to protect the property of interment rights holders but it assumes no liability for the loss of or damage to, any monument, marker, or other structure, or part thereof.

The cemetery operator reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.

All foundations for monuments and markers shall be coordinated with and approved by the cemetery operator at the expense of the interment rights holder.

Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk. The cemetery operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.

A monument or other structure shall be erected only after specific design plans have been approved by the cemetery operator including dimensions, material of structure, construction details and proposed location.

Only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 centimeters.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed and the interment rights holder(s) and/or marker retailer have been approved by the cemetery operator.

Cornerstones and footstones of bronze or natural stone are permitted with size and quantity restrictions according to this by-law and the placement of such memorials shall not interfere with future interments.

Cornerstones must be 6" by 6"

Footstones must be a minimum of 12" by 18" and no larger than the base of the headstone

Part F

Care and Planting:

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to assist in the costs to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-leveling and sodding or seeding of Lots
- Maintenance of cemetery roads
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment

No person other than cemetery operators or their designate shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

No person shall plant trees, flowers or shrubs in the cemetery except with the approval of the cemetery operator.

Flowers placed on a grave for a funeral shall be removed by the cemetery operator after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

Items Permitted and Prohibited:

The cemetery reserves the right to regulate the articles on Lots and Plots that pose a threat to the safety of all interment rights holders, visitors to the cemetery and cemetery volunteers and their designated agents that prevent the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

The cemetery reserves the right to disallow or remove quantities of memorial wreathes, flowers or other paraphernalia considered excessive and that diminishes the otherwise tidy appearance or respecting the dignity of the cemetery.

Part G

Contractor/Monument Dealers:

Any contract work performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable approvals and permits and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery operator and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to start of any said work, contractors must provide proof of WSIB coverage and provide evidence of liability insurance of not less than \$2 Million.

All cemetery regulations as outlined in this and any other by-law apply to all contractors and all work carried out by the contractors within the cemetery grounds.

No work will be performed at the cemetery except during regular business hours of the cemetery unless authorized to do so.

Contractors shall not perform any work on cemetery property when services or public gatherings are being held.

Contractors, monument dealers and suppliers shall lay planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

Signed this 23rd day of April, 2014 at Carp Ontario.

Ron Hartin, Chairman

Bruce Paul, Secretary