

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 30-2003

*Being a by-law to establish rules and regulations
to be used in connection with all Cemeteries owned by
The Corporation of the Town of Kingsville*

WHEREAS subsection 50(2) of the *Cemeteries Act* (Revised), R.S.O. 1990, c.C.4, authorizes Council of a Municipal Corporation to establish rules and regulations for all cemeteries owned and operated by The Corporation of the Town of Kingsville;

AND WHEREAS various cemeteries were originally privately owned by various religious institutions and were assumed by the former Township of Gosfield North, Township of Gosfield South, and the Town of Kingsville;

AND WHEREAS by Order made under subsection 25.2(4) of the Municipal Act, R.S.O. 1990, c.M.45 and dated November 19, 1997, the former municipalities of the Township of Gosfield North, Township of Gosfield South and Town of Kingsville were restructured and amalgamated as one municipality known as The Corporation of the Town of Kingsville;

AND WHEREAS the new municipality assumes the ownership of all lands vested in the former municipalities;

AND WHEREAS the following is a list of cemeteries now vested in The Corporation of the Town of Kingsville, which are governed by the rules and regulations of this by-law, the cemetery locations more specifically indicated on a map attached hereto as Schedule "B".

Cemetery Name	Location	Description	Status	Roll No.
Augustine	Farm Lot, Road 2 East	Lot: 1 Conc. 1 Pt. 3 12R15587	Inactive	None
Greenhill	Mill Street West	Lot: 4 Conc. 1	Active	020-00300
Pearl Street	Pearl Street West	Lot: 2 Conc. 1 WD	Inactive	090-08300
Cottam Cemetery	s/s County Road 34	Lot: 271 Conc. STR Part 1 Plan 12R12365	Active-Anglic. Active-Other	570-05400 570-05500
Northridge	South Talbot Road	Lots: 277, 278 Conc. STR Part 1 12R15809	Active	580-04100
Baptist	e/s Thompson Crescent	Lot: 21 Conc. 5 E.D.	Active	400-02500
Chippawa Indian	Farm Lot, Road 4 East	s/e corner Lot: 20 Conc. 4 E.D.	Inactive	390-03500
Fairview	n/s Road 3 East	Lot: 11 Conc. 3 E.D.	Active	340-00500
Graceland Universalist (or Fox) + Expansion	Road 5 East at Olinda Sideroad	Lot: 21 Conc. 4 E.D Part of Part 1 12R6602.	Active	390-02100
Kenyon (Malott)	Farm Lot 12, w/s Kenyon Point Rd.	Lot: Farm Lt. 12 Kenyon Point Road	Inactive	Road Allowance
Negro	Division Road	s/w corner Lot: M Conc 3 W.D.	Inactive	370-08600
Malott	Heritage Road	Lot: 4 Conc. 1 W.D. Parts 1 to 3 12R5593	Inactive	270-31502
Olinda United Church	w/s Olinda Sideroad	Lot: 20 Conc. 5 E.D. Part 1 12R11510	Active	400-05200
Ruthven United Church (north)	n/s Hwy. 3 at Albuna Townline	Lot: 13 Conc. 2 E.D.	Active	290-26200
(south)	s/s Hwy. 3 at Albuna Townline	Lot: 13 Conc. 2 E.D.	Active	290-20300

THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

DEFINITIONS

1. For the purpose of this by-law the following definitions are applicable:
 - a) CARE AND MAINTENANCE FUND is the trust fund in which all monies received by The Corporation of the Town of Kingsville for the care and maintenance of LOTS, MONUMENTS and MARKERS has been and will be invested;
 - b) CEMETERY means all cemeteries listed above;
 - c) CEMETERY OWNER means the Corporation of the Town of Kingsville;
 - d) CERTIFICATE OF INTERMENT RIGHTS means the Certificate issued by the Town to the purchaser of INTERMENT RIGHTS;
 - e) CORNER-POSTS means any stone or other land MARKERS set flush with the surface of the ground and used to indicate the location of a lot;
 - f) INFANT GRAVE means any burial space intended for an infant, and having a minimum size of 45.72 cm. (18 inches) by 0.91 cm. (3 feet);
 - g) INFANT SECTION means parts of both Block (A) and Block (C) of the new Greenhill Cemetery and Cottam United Church Cemetery
 - h) INTERMENT means the burial of human remains and includes the placing of human remains in a lot.;
 - i) INTERMENT RIGHTS includes the right to require or direct the interment of human remains in a lot;
 - j) LOT means an area of land in the cemetery containing, or set aside to contain human remains;
 - k) MARKER means any memorial of granite or marble set flush with the surface of the ground, and used to mark the location of a lot;
 - l) MINISTRY means the Ministry of Consumer and Commercial Relations for Ontario;
 - m) MONUMENT means any permanent memorial projecting above the ground level;
 - n) PUBLIC WORKS MANAGER means the person appointed by the Municipal Council of The Corporation of the Town of Kingsville or his/her designate when required;
 - o) REGISTER means electronic, or written records, kept in accordance with the *Cemeteries Act* (Revised);
 - p) TOWN means the The Corporation of The Town of Kingsville.

ADMINISTRATION

2. The CEMETERY OWNER reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the CEMETERY and complete authority and discretion to administer these by-laws.
3. The PUBLIC WORKS MANAGER or his/her designate shall have custody of the CEMETERY under the direction of the Town. No INTERMENT or removal of bodies shall take place without notice to the PUBLIC WORKS MANAGER, and he or she shall see that a proper Burial Permit or other Certificate required by law is furnished to him/her in each instance.
4. The TOWN shall take reasonable precautions to protect the property of INTERMENT RIGHTS holders but it assumes no liability or responsibility for the loss of, damage to any article of any type that is placed on any LOT or plot.

5. New graves will be sodded and/or seeded during the spring and fall maintenance, or when the weather permits, at the discretion of the PUBLIC WORKS MANAGER, or his/her designate when required.

SALE & TRANSFER

6. No person shall sell any CEMETERY LOTS unless that person does so on behalf of the TOWN, and with written authorization from the TOWN.
7. LOTS may be purchased from the TOWN at the rates filed with the MINISTRY and according to the plans approved by the MINISTRY that are on file with the TOWN. The prices for LOTS includes the applicable portion for deposit to the CEMETERIES CARE AND MAINTENANCE FUND. Fees for the purchase of LOTS may be amended from time to time by the TOWN, as approved by the MINISTRY.
8. The deposit to the CARE AND MAINTENANCE FUND shall be as specified in the regulation made under the *Cemeteries Act* R.S.O. 1990 (Revised) that came into effect April 1st, 1992 which provides as follows:
 - a) In the case of an in-ground GRAVE for the burial of an adult, 50% of the selling price OR \$150.00, whichever is greater.
 - b) In the case of an in-ground GRAVE for the burial of a child or of cremated remains, 50% of the selling price.
9. Payments for LOTS are payable to the TOWN.
10. The TOWN shall provide each LOT owner at the time of sale with:
 - a) a contract for purchase of INTERMENT RIGHTS or CEMETERY supplies or services,
 - b) copy of the CEMETERY by-laws, and
 - c) upon payment in full, a CERTIFICATE OF INTERMENT RIGHTS.
11. The form of contract for purchase of INTERMENT RIGHTS or CEMETERY Rights or CEMETERY Supplies and Services is attached hereto as Schedule "C".
12. The CERTIFICATE OF INTERMENT RIGHTS issued by the Town to the purchaser of INTERMENT RIGHTS is attached hereto as Schedule "D".
13. Purchasers of LOTS acquire only the right and privilege of burial of the dead and of constructing MONUMENTs or placing MARKERs, subject to the CEMETERY by-laws from time to time in force and approved by the MINISTRY.
14. In cases of transmission of rights by will or bequest of INTERMENT RIGHTS, the TOWN reserves the right and discretion to require the production of a notarized copy of the Last Will and Testament or other evidence sufficient to prove transfer rights such as an Affidavit of a representative of the estate, or a Court Order.
15. The holder of a CERTIFICATE OF INTERMENT RIGHTS may request that the TOWN repurchase the rights at any time before it is used by submitting a written demand.
16. The TOWN, after receiving such a demand, shall repurchase the LOT within thirty (30) days after receiving the demand.
17. If the original selling price is unknown, the repurchase price shall be deemed to be \$50.00 in accordance with the *Cemeteries Act* (Revised).
18. In accordance with *the Cemeteries Act* (Revised), the TOWN is not required to repurchase the rights for more than four LOTS held by the same rights holder in a twelve (12) month period.
19. The repurchase of INTERMENT RIGHTS by the TOWN shall be calculated as follows:
 - a) 60% of the original purchase price paid for the INTERMENT RIGHTS (set at \$50.00 if the original purchase price is unknown) will be paid by the TOWN to the owner of INTERMENT RIGHTS;
 - b) 40% of the original purchase price paid for the INTERMENT RIGHTS (set at \$50.00 if the original purchase price is unknown) will be retained by the TOWN

for The Care & Maintenance Fund, or the predecessor of such a fund, in accordance with the *Cemeteries Act* (Revised).

20. **NO REFUND** will be made for any LOT if any INTERMENT RIGHTS have been exercised.
21. If any LOT is sold and has not been used after a twenty (20) year period, it may be considered abandoned. The TOWN may apply to the Registrar for a declaration that the INTERMENT RIGHTS are abandoned after making reasonable inquiries and giving reasonable notice to locate the INTERMENT RIGHTS holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, if any, the TOWN may resell the LOT in question.
22. Any person whose rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar may order the TOWN to provide better or equivalent INTERMENT RIGHTS in that CEMETERY or to refund the amount that it would cost to purchase better or equivalent INTERMENT RIGHTS in the CEMETERY or if no INTERMENT RIGHTS are available in the CEMETERY, in the closest CEMETERY appropriate to the religious or ethnic affinities of the person whose INTERMENT RIGHTS have been resold.

INTERMENTS & DISINTERMENTS

23. Winter burials shall take place weather permitting at the discretion of the PUBLIC WORKS MANAGER, or his/her designate when required.
24. Not more than one burial shall be made in any single GRAVE except:
 - a) the cremated remains of not more than four persons; or
 - b) a 60.96 x 30.48 cm. (24" x 12") infant container may be buried at the head end of a single GRAVE in which a casket containing human remains has been buried, provided space is available; or
 - c) not more than two (2) cremations where there has been an INTERMENT in which a casket containing human remains has been buried.
25. Remains to be buried in a grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the LOT.
26. All INTERMENTS must be authorized in writing by the rights holder or authorized representative, and approved by the TOWN in accordance with the Interment Request/Authorization attached as Schedule "A".
27. The PUBLIC WORKS MANAGER of the CEMETERY, or his/her designate, or someone in the employ of the TOWN, shall be in attendance at each INTERMENT.
28. A burial permit issued by the Division Registrar showing that the death has been registered, and any fees required for the opening of the LOTS, must be deposited with the TOWN before an INTERMENT can take place.
29. In the case of a cremation INTERMENT the Cremation Certificate, and any fee required for this service, must be deposited with the TOWN.
30. A person requesting an INTERMENT shall be held responsible for all fees and charges required in connection with a request for INTERMENT.
31. When INTERMENT RIGHTS to a LOT are held jointly by two or more persons, a request in writing 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.
32. No LOT shall be opened for INTERMENT or disinterment by any person not in the employ of, or under the direction of the TOWN, except under special circumstances and with written authorization from the TOWN.
33. No person shall remove human remains from the CEMETERY unless a Certificate of a Medical Officer of Health or the TOWN confirming that section 51 of the *Cemeteries Act* (Revised) has been complied with, and the Certificate is affixed to the burial container. A

burial certificate under the Vital Statistics Act is not required to inter human remains that have been disinterred according to the *Cemeteries Act* (Revised) and regulations..

34. The TOWN will exercise reasonable care in making burials and INTERMENTS, but assumes no responsibility or liability for damage to any casket, urn or other container sustained during burial, INTERMENT and/or disinterment.
35. No INTERMENT shall be permitted in any LOT unless all required fees relating to burial rights have been paid in full.
36. Funeral corteges within the CEMETERY shall follow the route indicated by the PUBLIC WORKS MANAGER, or his/her designate when required.
37. The TOWN reserves the right, at its discretion, to correct any error that may be made by it during the course of INTERMENTS, in the description of the LOT, or the transfer or conveyance of any INTERMENT RIGHTS. The TOWN may, at its discretion either cancel such grant and substitute other INTERMENT RIGHTS, or a LOT of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights holders if possible to do. If necessary, it may be mailed to the rights holders, or their legal representatives, at their last address appearing in the TOWN records. In the event any such error may involve the disinterment of remains, the TOWN shall first obtain approval of the appropriate regulatory authority and the INTERMENT RIGHTS HOLDER.
38. The TOWN assumes no responsibility or liability for any errors made for any funeral arrangements made over the phone. All funeral arrangements shall be communicated in writing to the TOWN.
39. Notice of each INTERMENT to be made shall be given to the PUBLIC WORKS MANAGER or his/her designate at least forty-eight (48) hours in advance, sixteen (16) hours of which must be regular working hours. The TOWN assumes no responsibility or liability for having LOTs prepared for funerals unless such notice is given in writing and in a timely manner..
40. Notice of each INTERMENT for Saturday funerals shall be submitted in writing before 12:00 noon on Thursday. An INTERMENT request received before 12:00 noon on the preceding Thursday will be answered by 4:00 p.m. of the same day if practical.
41. No INTERMENT will be performed on any Sunday or Statutory Holiday unless the TOWN is ordered to do so by a representative of the Ministry of Health.
42. Written authorization from the PUBLIC WORKS MANAGER, or his/her designate, is required for any funerals being conducted after 2:30 p.m. on any day. Additional fees or charges may be applicable.
43. The MANAGER, or his/her designate, shall have the discretion to determine whether or not a tent will be erected.
44. Charges for INTERMENT and disinterments are established in TOWN by-laws for this purpose, approved by the Ministry in accordance with the *Cemeteries Act* (Revised). The fees may be amended from time to time at the discretion of Council for the TOWN, subject to approval by the MINISTRY.

CARE OF LOTS -- GENERAL

45. All LOTS and plots shall be maintained and kept graded, sodded and mowed by employees of the TOWN or contractors approved by and under the supervision of the TOWN.
46. No person may alter any burial LOT without the written permission of the PUBLIC WORKS MANAGER. Any alteration shall be performed under the supervision and subject to the approval of the PUBLIC WORKS MANAGER.
47. No glass containers of any kind are allowed in the CEMETERY at any time.
48. No unauthorized person shall sod, move CORNER-POSTS or LOT MARKERS, or alter any LOT in any manner whatsoever.

49. The TOWN assumes no responsibility or liability for loss or damage to any articles left upon any LOT or plot.
50. The TOWN reserves the right to allow flowers (natural & artificial) to be placed on the LOTS, however it reserves the right to remove deteriorated or unauthorized wreaths and flowers at its discretion.
51. Urns and flower stands not properly cared for, and which are not filled with plants by the 1st of June in any year, may be removed by the TOWN at its discretion. Any stand, holder or vase, or other receptacle for flowers which is unsightly, unsuitable, or unauthorized, may be removed or prohibited at the discretion of the PUBLIC WORKS MANAGER or his/ her designate.
52. INTERMENT RIGHTS holders shall not change the grading of a LOT, add loose stone, or construct curbing, coping, fence or walkways of any kind, or alter the LOT in any manner whatsoever.
53. Subject to the approval of the PUBLIC WORKS MANAGER or his/her designate, Christmas wreaths and blankets shall be removed by April 1st in each year, or the PUBLIC WORKS MANAGER or his/her designate may authorize their removal and disposal. Christmas wreaths and blankets may be placed after November 1st in each year.
54. The TOWN assumes no responsibility or liability for theft or damage to flowers or vases of any kind.
55. Potted plants must not be buried, but subject to the approval of the PUBLIC WORKS MANAGER, or his/her designate, may be placed on top of the ground as close to the MONUMENT or MARKER base as practical.
56. Anyone who place potted plants is responsible for their upkeep and must remove them by November 1st of each year, otherwise the TOWN authorities may remove them at their discretion.
57. Subject to approval by the PUBLIC WORKS MANAGER or his/her designate, artificial wreaths without glass or plastic covers may be placed on the LOT after November 1st of each year, provided they are securely fastened to the MONUMENT, or where there is no MONUMENT, mounted on a stand of at least 76.20 cm. (30 inches) high and securely anchored to the ground.
58. To preserve the proper appearance of the grounds, artificial wreaths or flowers must be removed before the 1st of April each year, otherwise the TOWN authorities may remove them at their discretion.
59. Nails, wires, wooden crosses, articles of glass or pottery are not allowed, and are subject to removal by TOWN authorities at their discretion.
60. Borders, fences, railings, walls, cut-stone coping and hedges are prohibited, and are subject to removal by TOWN authorities at their discretion.
61. If any trees or shrubs situated in any LOT shall have become, by means of their roots or branches or in any other way detrimental to the adjacent LOTS, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the TOWN, at its discretion, may direct that such trees, shrubs or parts thereof be removed.
62. Subject to the approval of the PUBLIC WORKS MANAGER, flower beds not exceeding 30.48 cm. (or 12 inches) in width may be permitted around the bases of MONUMENTs only, and where there is no MONUMENT, can only be made with written permission of, and under the supervision of the PUBLIC WORKS MANAGER. These flower beds must be cleared of tender plants after the first frost of the autumn. A plant border around LOTS is prohibited.

MONUMENTS & MARKERS -- GENERAL INFORMATION

63. Flat MARKERS only are permitted in Sections A, B, C, D, and E, of the Greenhill CEMETERY and the Graceland Expanded CEMETERY.

64. All installations of MONUMENTs and MARKERs and their foundations shall be arranged for by the rights holder through MONUMENT dealers or contractors subject to the conditions of these by-laws and approval by the PUBLIC WORKS MANAGER.
65. No inscription shall be placed on any MONUMENT which is not in keeping with the dignity and decorum of the CEMETERY.
66. No MONUMENT, footstone, MARKER or memorial of any kind shall be placed, moved, altered or removed without written permission from the PUBLIC WORKS MANAGER.
67. No MONUMENT or MARKER may be delivered to the CEMETERY without the written permission of the PUBLIC WORKS MANAGER.
68. Subject to approval by the PUBLIC WORKS MANAGER, all permanent flower vases must be of bronze material and be of sufficient strength to protect the vase in an inverted position. The vase must be attached with a chain long enough to invert. A vase separate from the MARKER shall have a granite or concrete border. The TOWN assumes no responsibility or liability for damage or theft to retractable vases.
69. Every person installing a MONUMENT or MARKER in the CEMETERY shall pay the prescribed amount, as set out in the *Cemeteries Act* (Revised), to the CARE AND MAINTENANCE FUND, as follows:
 - a) in the case of installing a flat MARKER measuring less than 439.42 square centimeters (173 square inches), \$0;
 - b) in the case of installing a flat MARKER measuring at least 439.42 square centimeters (173 square inches), \$50.00;
 - c) in the case of installing an upright MARKER measuring 1.22 meters (4 feet) or less in height and 1.22 meters (4 feet) or less in length, including the base, \$100.00; and
 - d) in the case of installing an upright MARKER measuring more than 1.22 meters (4 feet) in either height or length, including the base, \$200.00.

The interest earned from this fund will be used to maintain the MARKERs and MONUMENTs in a safe condition.
70. If a MONUMENT or MARKER in a CEMETERY presents a risk to public safety the TOWN shall repair, reset or lay down the MARKER to remove the risk.
71. The TOWN reserves the right to remove any MONUMENT or MARKER that does not conform to these rules and regulations.
72. Anyone requesting maintenance for a MARKER and/or MONUMENT is required to complete a Request for Cemetery Marker Maintenance form attached as Schedule "E".

MONUMENTS

73. Minor scraping of the base portion of the upright MONUMENTs due to the turf mowing operation is considered by the TOWN to be normal wear, and the TOWN assumes no responsibility or liability for normal wear to the MONUMENTs
74. A double LOT is allowed one upright MONUMENT (where monuments are allowed) and two (2) footstones.
75. The maximum size MONUMENT allowed on a double LOT is the height of 106.68 cm. (or 42 inches); width of 106.68 cm. (or 42 inches); base of 30.48 cm. (12 inches); or die of 20.50 cm. (or 8 inches).
76. The maximum width of a base is controlled by the width of LOT or plot where it will be installed. No base shall be closer than 7.6 cm. (or 3 inches) to the LOT width side lines on which it is to be installed.
77. Only family names on back of MONUMENTs will be permitted.
78. Unless adjoining plots are owned, both sides of the stone cannot be used. MONUMENTs cannot be placed "back-to-back" against another.

79. MONUMENTs must be placed at the center of the head end of the LOT except where alignment with existing nearby MONUMENTs justifies another location. Approval of the location must be obtained from the PUBLIC WORKS MANAGER or his/her designate before a MONUMENT is set.
80. All approved photographs, ornamental figurines, or crosses attached to any memorials or placed within the CEMETERY grounds shall be and remain the sole responsibility of the rights holder. The TOWN assumes no responsibility or liability for damage or theft of these items.
81. No foundations may be constructed between November 15th and April 1st in the following year.
82. The foundation shall be built in the designated space and in the proper dimensions of the MONUMENT base as approved by the PUBLIC WORKS MANAGER. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
83. Foundations must be cured for a minimum of forty-eight (48) hours before placing the MONUMENT.
84. Contractors shall be under the supervision of the TOWN to ensure compliance with these by-laws, however, the TOWN assumes no responsibility or liability for any work performed by, or for payment of any contractor retained by rights holders.

MARKERS

85. Subject to approval by the PUBLIC WORKS MANAGER, MARKERS or footstones of marble, granite or bronze are permitted with size and quantity restrictions according to the section of the CEMETERY and the regulations deemed necessary as per the size of LOT in that section. Their placement must not interfere with future INTERMENTS.

Stone Markers

single LOT maximum	40 cm. x 60.96 cm.	OR	16" x 24"
double LOT maximum	40 cm. x 101.6 cm.	OR	17" x 40"

Bronze Markers

double LOT maximum	35.56 X 111.76 cm.	OR	17" x 40"
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86. Flat MARKERs are to be flat and set level with the ground so that a lawnmower can pass safely over them and a minimum thickness for all flat MARKERs including footstones is 10 cm. (or 4 inches). The use of bronze MARKERS is discouraged by the PUBLIC WORKS MANAGER because they are more prone to damage than stone.
87. One MARKER may be placed at each GRAVE in addition to the MONUMENT. The MARKER shall be placed at the end of the GRAVE farthest from the MONUMENT and shall not exceed 40 cm. x 60.96 cm. (16" x 24"). For cremations the maximum MARKER size permitted is 30.48 cm. x 45.72 cm. (12" x 18") OR, maximum double cremation marker size permitted is 35.56 cm. x 91.44 cm. (14" X 36"), to be placed flush against the existing MARKER.

RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

88. No MONUMENT or MARKER may be delivered to the CEMETERY until the foundation is completed and the contractor is ready to proceed with the work of erection.
89. No MONUMENT or MARKER may be removed without written permission from the PUBLIC WORKS MANAGER.
90. All companies that do work in the CEMETERY shall have Workplace Safety coverage in effect for their workers as well as sufficient liability insurance. The TOWN reserves the right and discretion to prohibit any companies that do not meet these requirements from doing work in the CEMETERY.

91. Contractors, masons and stone-cutters shall lay planks on the LOTs and paths over which heavy materials are to be moved, in order to protect the surface from damage. They shall, at their sole expense, be responsible for restoring or replacing any surface damaged as a result of their failure to comply with this rule.
92. There shall not be a variance of more than 1.27 cm. (or 1/2 inch) in the size of the base required as stated on the work order and the size of the MONUMENT delivered.
93. The demeanour and the behaviour of all workmen employed by others in the CEMETERY shall be subject to the control of the PUBLIC WORKS MANAGER. The PUBLIC WORKS MANAGER or his/her designate when required, shall have the discretion to remove from the CEMETERY any workmen whose demeanour or behaviour is inappropriate or disruptive.
94. Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the funeral service.
95. All work must be done during regular CEMETERY hours, unless by special written permission of the PUBLIC WORKS MANAGER.
96. No work shall be commenced on Saturday that cannot be finished, and any litter and debris must be removed by noon on the same day.
97. Heavy loads shall not be permitted in the CEMETERY when the roads are in an unfit condition in the opinion of the PUBLIC WORKS MANAGER.
98. No monument dealer shall park on the grass unless directed to do so by the PUBLIC WORKS MANAGER.
99. All implements and materials used in the performance of any work shall be placed where the PUBLIC WORKS MANAGER directs, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the PUBLIC WORKS MANAGER directs. Otherwise the objects will be removed at the expense of the party responsible.

RULES FOR VISITORS

100. Provided that they comply with these by-laws, visitors are always welcome at the CEMETERY during the open hours, from 8:00 a.m. until sundown. They are asked to remember the respect due to the dead and the families of the dead.
101. The PUBLIC WORKS MANAGER, or his or her designates, are empowered to preserve order and decorum in the CEMETERY. Their directions must be observed at all times.
102. No parades shall be permitted within the CEMETERY unless authorized in writing by the PUBLIC WORKS MANAGER. Processions for Veteran's Day Ceremonies may be permitted within the CEMETERY.
103. Children under the age of twelve years are welcome in the CEMETERY grounds when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the LOTs or climb upon the MONUMENTs. Adults shall be held responsible for any damage incurred by children under their charge.
104. Vehicles within the CEMETERY shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the PUBLIC WORKS MANAGER or his or her designates.
105. Unless operated by on duty police or emergency personnel, no all terrain vehicles or snowmobiles are allowed in the CEMETERY.
106. Proprietors of vehicles and their drivers shall be held responsible for any damage incurred.
107. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the CEMETERY.
108. Except for service dogs, no dogs or other pets shall be allowed in the CEMETERY.
109. No picnic party shall be permitted in the CEMETERY grounds.

110. All complaints should be directed to the PUBLIC WORKS MANAGER, and not to workmen on the grounds, and controversies with workmen or others on the grounds are to be avoided.
111. Rubbish shall not be thrown on roadways, LOTs or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.
112. Any person disturbing the quiet and good order of the CEMETERY by noise or other improper conduct, or who violates these by-laws, is subject to expulsion from the grounds by the PUBLIC WORKS MANAGER or his/her designate.
113. No tips or gratuities are to be given to CEMETERY workers by visitors or rights holders, nor shall any be accepted by any CEMETERY worker.
114. Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly, or does not conform with the natural beauty or design of the CEMETERY, may be removed by TOWN authorities at their discretion. An article removed will be held at the CEMETERY for collection for one month. If not collected it will be disposed of after one month. The TOWN assumes no responsibility or liability for any articles held by it in accordance with the foregoing provisions.
115. In accordance with the *Cemeteries Act* (Revised), Section 7(2) of Regulation 130/92, this by-law will be
 - (a) published once in the Kingsville Reporter, the Leamington Shopper and Essex Free Press, all having general circulation in the Town of Kingsville;
 - (b) posted on a sign at the entrance of each active cemetery in the Town; for a minimum period of 4 weeks;
 - (c) delivered to each supplier of markers who has delivered a marker to any of the active cemeteries in the Town during the 12 month period prior to the passing of this by-law.
116. The provisions of this by-law shall come into effect when approved by the Ministry of Consumer and Commercial Relations.
117. This by-law will serve to revoke by-law 71-2001, passed by Council of the Town of Kingsville on June 25th, 2001.
118. Forms attached hereto as Schedules and forming part of this by-law:
 - a) Schedule "A" -- Interment Request/Authorization;
 - b) Schedule "B" -- Map of Town of Kingsville Cemetery Locations;
 - c) Schedule "C" -- Contract for purchase of Interment Rights or Cemetery Rights or Cemetery Supplies or Services
 - d) Schedule "D" -- Certificate of Interment Rights
 - e) Schedule "E"-- Cemetery Marker Maintenance request form.

READ a FIRST and SECOND time this 28th day of April, 2003.

READ a THIRD time and FINALLY passed this 28th day of April, 2003.

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

MAYOR, P. O'Neil

ACTING CLERK, L. Burling

SCHEDULE "A" to by-law #30-2003

Town of Kingsville Cemeteries

INTERMENT REQUEST/AUTHORIZATION

Date: _____

This is your authorize to open a Grave at _____ Cemetery

Plan:	Section:	Grave No.:	Range:	Row:	Lot No.
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Owner: _____

Name of Deceased: _____

Address: _____

Name of Funeral Home: _____

Place of Death: _____ Date of Death: _____

Age at Death: _____

The committal service is to be held in _____ Cemetery at _____ o'clock

on _____, 20____.

Kind of Shell/Vault _____

I hold the necessary authority to authorize you to proceed with this interment.

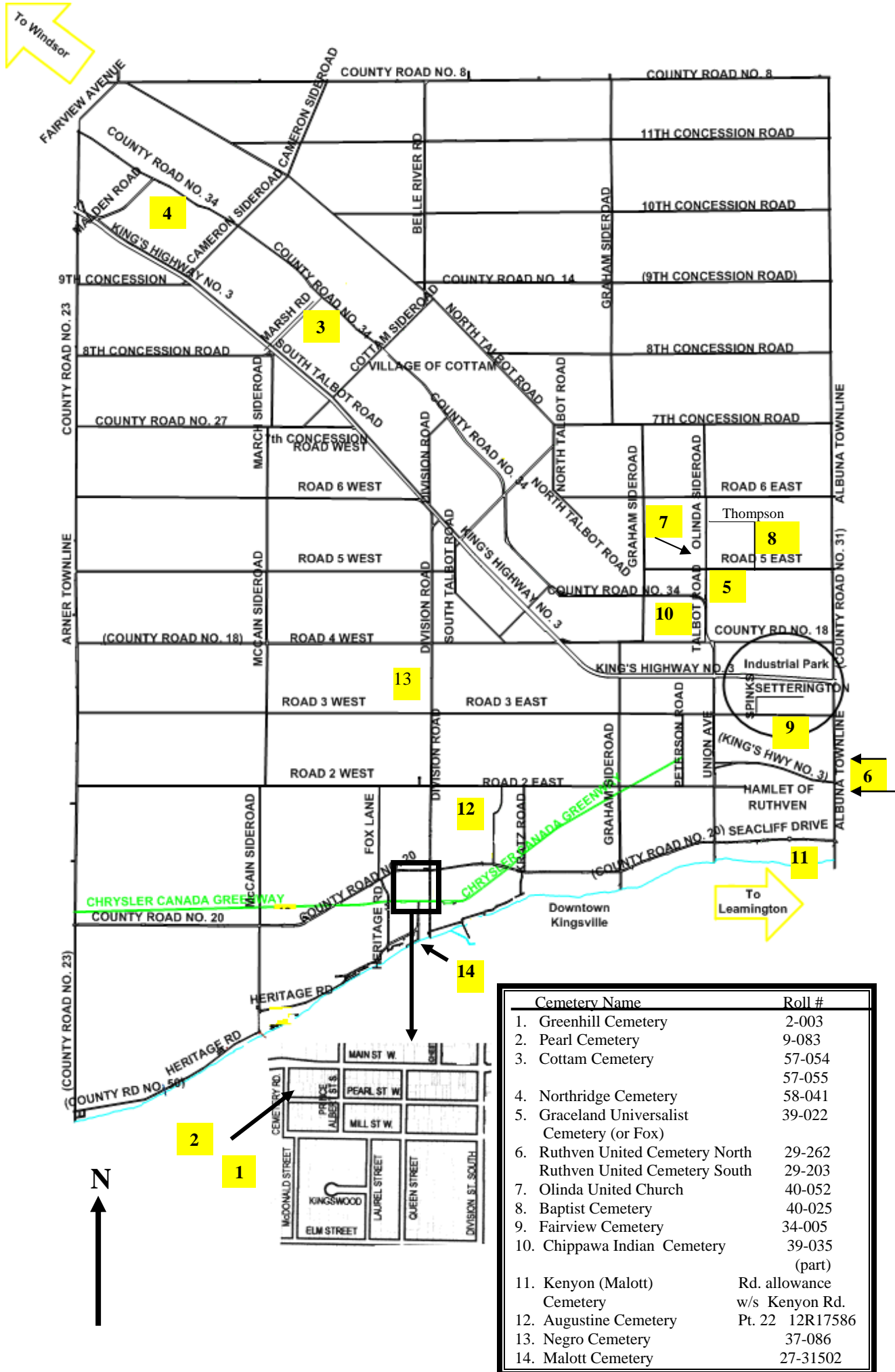
Print Name

Signature

SCHEDULE "B"

By-law 30-2003

TOWN OF KINGSVILLE CEMETERY LOCATIONS



SCHEDULE "C"
By-law #30-2003

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

in _____ CEMETERY

operated by
The Town of Kingsville

2021 Division Road North Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 FAX: (519) 733-8108 www.town.kiingsville.on.ca

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

BILL TO:

RIGHTS TO:

DECEASED (at need only)

Name:	
Place of Death	
Date of Death: (day/month/year)	
Funeral Director/Transfer Services:	

INTERMENT RIGHTS:

LOT TYPE	PLAN NO.	RANGE	ROW	LOT	SECT.	PLOT	AREA (Sq. Ft.)	FEE
Adult Lot								\$
Child Lot								\$
Subtotal (Interment Rights)								\$

Amount to Care and Maintenance: (50%) \$ _____

Repurchase Price: Purchase price
LESS 40% to be retained for Care & Maintenance) \$ _____

SERVICES/ SUPPLIES (At need)

Interment Fees	\$
Markers	\$
Subtotal (Services/Supplies)	\$

Amount to Care and Maintenance (Markers) \$ _____

TOTAL COSTS

SUBTOTAL (Interment Rights + Services/Supplies)	\$
GST (where applicable)	\$
PST (where applicable)	\$
TOTAL SALE	\$
Less DOWN PAYMENT	\$
BALANCE DUE	

It is agreed between the parties that the contract is subject to the By-laws of the cemetery, and the Purchaser hereby acknowledges receipt of a copy of the By-laws and the "Condition of Contract" attached have been read and understood.

ORDERED BY:

Signature of Purchaser

Signature of Cemetery Representative

CONDITIONS OF CONTRACT

THE FOLLOWING TRUSTING PROVISIONS ARE IN EFFECT:

Adult Lot:	50% of the purchase price or \$150.00, whichever is greater
Child/Infant Lot	50% of the purchase price

CONTRIBUTION TO CARE AND MAINTENANCE FOR MARKER INSTALLATION

Single lot flat marker	less than 439.42 sq. cm. (173 sq. in.)	\$ 0
Double lot flat marker	measuring at least 439.42 sq. cm. (173 sq. in.)	\$ 50.00
Single lot upright monument	1.22 m (4 ft.) or less in height or length	\$100.00
Double lot upright monument	more than 1.22 m (4 ft.) in height or length	\$200.00

A CONTRACT FOR THE PURCHASE OF INTERMENT RIGHTS INCLUDES:

The right of the Purchaser, by written demand, to request the Cemetery Owner to repurchase the rights before they are used.

- The Cemetery Owner shall repurchase Interment Rights within thirty days from the date the written demand was received.
- The repurchase price of the Interment Rights shall be determined by establishing the amount paid by the Purchaser for the rights LESS 40% to be retained for Care & Maintenance in accordance with the *Cemeteries Act* (Revised) or the predecessor of such a fund, in respect of the interment rights.
- In accordance with by-law 30-2003 regulating cemeteries in the municipality, there are no restrictions on the exercising of interment rights with respect to religious denomination, parish, or residency.
- In exercising the interment rights contracted herein, the following documents are required:
 - a) Certificate of Interment Rights; and/or
 - b) Notarized Copy of Last Will and Testament; and/or
 - c) Affidavit of Executor of the estate; and/or
 - d) Court Order
- In accordance with municipal by-law 30-2003, regulating cemeteries in the municipality, any and all restrictions/ requirements that apply with respect to cemetery supplies and services purchased from a source other than the cemetery are specified in the by-law under CARE OF LOTS, items 44 through 61, and MONUMENTS & MARKERS, items 62 through 85.
- 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 Cemetery Owner shall issue a new Certificate of Interment Rights to the Transferee.
- In accordance with by-law 30-2003 regulating cemeteries in the municipality, restrictions on the transfer of interment rights are specified in the by-law under SALE AND TRANSFER, items 6 through 21.
- The resale of interment rights by the Purchaser is prohibited.
- The Certificate of Interment Rights shall not be issued until interment rights have been paid for.

SCHEDULE "D"
By-law # 30 -2003

CERTIFICATE OF INTERMENT RIGHTS
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Pursuant to the Cemeteries Act and Regulations and all the amendments thereto, made in duplicate this

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called the "CEMETERY OWNER"

OF THE FIRST PART

- and -

hereinafter call the "PURCHASER"

OF THE SECOND PART

In consideration of the sum of

which is deposited with the **TOWN OF KINGSVILLE**, administered by the Mayor and Treasurer of the TOWN under the direction of the Municipal Council of the TOWN, in accordance with the provisions of the Cemeteries Act, R.S.O. 1990, Chapter c.3. The **CEMETERY OWNER** agrees to assign to the **PURCHASER** the Burial or **INTERMENT RIGHTS** as follows:

Date of Purchase:

The **PURCHASER**, by acceptance of this certificate indicated that the by-laws governing the operation of the cemetery have been received and read, and agrees to be guided by the said By-laws and Rules and Regulations of the Town of Kingsville, the **CEMETERY OWNER**, which may be in effect from time to time, as well as provisions of the *Cemeteries Act* (Revised), as if these were included as part of this certificate.

The **PURCHASER** agrees that in the event of transfer of the said **INTERMENT RIGHTS**, this certificate cannot be transferred but will be returned to the **CEMETERY OWNER** who will issue a new certificate to the Tranferee.

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

IN WITNESS WHEREOF the **CEMETERY OWNER** has affixed its signature by the hands of its proper signing officers this .

Mayor

Acting Clerk

SCHEDULE "E"

By-law # 30-2003

Town of Kingsville Cemeteries

2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 FAX: (519) 733-8108

REQUEST FOR CEMETERY MARKER MAINTENANCE

Date: _____

PLEASE PRINT:

Marker/Monument Maintenance Requested By: _____

Address: _____

Home Phone # _____

Work Phone # _____

Cemetery Marker Located In: _____ *Cemetery*

Name(s) on Marker: _____

Marker Location in Cemetery: _____

Maintenance Requested for Stone: _____

Signature _____ Date: _____

OFFICE USE:

Cemetery: _____

Grave Description _____

Monument Company Notified: _____ ***Phone #*** _____

Action Requested: _____

Damage Caused By: _____

Cost Quoted: _____

Action Request Date: _____ ***Action Completed:*** _____

Contacted Customer Date: _____

Comments: _____

Employee Signature