

BYLAWS OF THE HILTON CEMETERY

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Contact information

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PREFACE:

Hilton Cemetery is located Concession 4 Lot 4 in Brighton Township, on the west side of Highway 30 in Hilton. The land was donated from the Langdon property. It probably dates from 1829 but there are no complete records for the oldest section. In the early 1900's Mrs. Stanley Thompson was secretary and Mrs. George Little was treasurer. In 1920 it was decided to close the cemetery and all books were subsequently lost.

In 1933 Mr. Jay Langdon and Mr. Roy Morrow re-opened the cemetery and cleaned it up. When Hilton United Church was closed in 1966 and torn down, the Hilton cemetery came under the care of Trinity St. Andrew's United Church, Brighton. Memorial gates were made and dedicated.

ADMINISTRATION:

1. Trinity St. Andrews United Church (TSAUC) reserves full and complete control and management of the land, buildings, planting, roads, utilities, books and records of the cemetery and complete authority to administer these by-laws.
2. The Hilton Cemetery Committee shall have custody of the cemetery under direction of the operator. No interment or removal of bodies or remains shall take place without notice to the Committee, and he/she shall see that a proper burial permit certificate of cremation or other certificate required by law is furnished to him/her in each instance.
3. The TSAUC distinctly disclaims all responsibility for loss or damage from causes beyond their control and especially from damage caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots, or order of any military or civil authority, whether damage be direct or collateral.
4. The TSAUC shall take reasonable precautions to protect the property of Interment Rights Holders but they assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed on any lot or plot.

DEFINITIONS:

1. **"Cemetery"** means the Hilton Cemetery, located on Lot 4, Concession 4, Municipality of Brighton, County of Northumberland.
2. **"BAO"** Bereavement Authority of Ontario.
3. **"TSAUC"** means the Trinity St. Andrews United Church, who is the cemetery operator.
4. **"FBCSA"** means Funeral, Burial and Cremation Services Act, 2002
5. **"By-laws"** The rules and regulations under which the cemetery operates.
6. **"Treasurer"** means the Treasurer of the Trinity St. Andrews United Church.
7. **"Hilton Cemetery Committee"** mean the persons under the direction of the operator responsible for administration.
8. **"Interment Rights"** includes the right to require or direct the interment of human remains or cremated human remains in a lot.

9. **“Interment Rights Holder”** any person designated to hold the right to inter human remains in a specified lot **“Certificate of Interment Rights”** means the certificate issued by the operator to the purchaser once the rights have been paid in full, identifying ownership of the interment rights.
10. **“Care and Maintenance Fund”** is a trust fund that helps ensure the long-term upkeep of a cemetery. It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) that a percentage of the purchase price of all interment rights or set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Only interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the cemetery.
11. **“Register,”** means electronic, or written records, kept in accordance with the FBCSA. Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries to maintain a public register that is available to the public during regular office hours.
12. **“Adult, Children and Infant Lot for Burials and Cremations”** means an area of land in a cemetery containing, or set aside to contain, human remains and having a size of 1.22 meters (4 feet) by 3.05 meters (10 feet).
13. **“Plan,”** means the plan of the cemetery, approved by the Ministry of Government and Consumer Services.
14. **“Plot”** means two or more lots in which the rights to inter have been sold as a unit.
15. **“Tablet,”** means the main component of the upright marker, which rests on the base stone.
16. **“Base stone”** means the structure upon which rests the tablet stone.
17. **“Foundation”** means the belowground concrete structure upon which rests the base stone.
18. **“Monument”** means any permanent memorial projecting above the ground level with a vertical orientation.
19. **“Marker”** means any memorial of granite, marble, or bronze parallel to the ground, and used to mark the location of a lot.
20. **“Corner-stones”** means any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot.
21. **“Burial Permit”** means a permit issued by the Division Registrar indicating that the death has been registered.
22. **“Urn”** means any container used to hold cremated human remains.
23. **“Inurnment”** means cremated human remains in a burial lot.
24. **“Schedule A”** means schedule of fees.

RESALE & TRANSFER OF INTERMENT RIGHTS:

Interment rights holders shall first offer the interment rights to the cemetery operator. The cemetery operator will offer to purchase the rights at the original purchase price minus perpetual care. The interment rights may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale

or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

ALL REALES & TRANSFERS OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR TSAUC.

Interment rights in Hilton Cemetery shall be purchased through the Hilton Cemetery Operator who is licensed with the Bereavement Authority of Ontario that is on file in the TSAUC Administration Office. The prices for interment rights include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.

Cancellation of Interment Rights within 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 the request for cancellation.

Cancellation of Interment Rights after the 30 Day Cooling-Off Period

- 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 in 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 the 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 rights.

The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with the required certificate etc.:

1. An interment rights certificate endorsed by the current rights holder
2. Any other documentation in the interment rights holder possession relating to the rights

The third party purchaser will be provided with the following documents by the cemetery operator:

1. An interment rights certificate endorsed by the current rights holder
2. A copy of the cemetery's current by-laws
3. A copy of the cemetery's current price list
4. Any other documentation in the interment rights holder(s) possession relating to the rights

The cemetery operator will:

1. Require a statement signed by the rights holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser;
2. Require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the interment;
3. Record the date of transfer of the interment rights to the third party;
4. The name and address of the third party purchaser(s);
5. A statement of any money owing to the Cemetery Operator in respect to the interment rights;

1. The deposit to the Care and Maintenance Fund shall be as specified in the regulation made under the FBCSA 2002 and that came into effect July 1st 2012.
 - a) In the case of an in-ground grave for the burial of an adult, the deposit shall be 40% of the selling price or \$250.00, whichever is greater.
2. The operator shall provide each Rights Holder at the time of sale with:
 - a) A copy of the Cemetery By-laws
 - b) Contract
 - c) Upon payment in full, a Certificate of Interment Rights
 - d) A copy of the cemetery's current price list
 - e) A Consumer Information Guide
3. Purchasers of interment rights acquire only the right and privilege of burial of the dead and of installing monuments or markers through a supplier.
4. To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the operator until notice is given in writing to the operator of the cemetery specifying the name and address of the proposed transferee and date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee, the transfer may be made.
5. In cases of transfers of ownership by will or bequest of interment rights, the operator reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.
6. The operator reserves the right to limit the number of lots sold to one individual.
7. The operator is not required to repurchase the interment rights for more than four lots held by the same interment right holder in a twelve-month period.
8. Any purchaser of pre-need supplies or services may be cancelled by written notice to the operator. No supplies will be ordered or service supplied until the 30-day grace period has passed.
9. 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 rights.

INTERMENTS, INURNMENTS AND DISINTERMENTS:

1. The cemetery shall be closed for winter on direction of the cemetery committee and reopened on the direction of the cemetery committee. No exceptions.
2. A single lot can accommodate the following:
 - a) One full body interment and not more than four (4) cremated remains. Given a minimum depth of 24 inches from the top of the casket or vault.
 - b) 8 (cremated remains) with no full body burial.
3. 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.
4. All interments must be authorized in writing by the Interment Rights Holder except when the interment of the Interment Rights Holder.
5. The Operator or a representative of the cemetery shall attend each interment.

6. A burial permit, certificate of cremation certificate issued by the Division Registrar, showing that the death has been registered, and the document given to the cemetery operator.
7. Persons requesting interments in lots or plots shall be held responsible for charges incurred.
8. Two corner markers are mandatory on the purchase of a lot.
9. When two or more persons hold interment rights in a lot/plot jointly, an order must be accepted from all of them or their authorized representative, for interment in such part of the plot as may be requested.
10. All openings for interment, inurnment or disinterment shall be performed in the employ of, or under the direction of the operator, except under special circumstances, and by permission of the operator.
11. No person shall remove human remains, except cremated remains from a cemetery unless a certificate of a Medical Officer of Health or the operator confirming that the FBCSA and the regulations have been complied with is affixed to the container. The written permission of the Interment Rights Holder is required prior to a disinterment. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the FCBSA 2002 and regulations.
12. The operator will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
13. No interment and inurnment shall be permitted where the burial rights have not been paid in full.
14. Funeral corteges within the cemetery shall follow the route indicated by the operator.
15. The operator reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The operator may cancel such grant and substitute other interment rights, or 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 necessary, it may be mailed to the Rights Holders or their legal representative, at their last appearing address in the record book of the operator. In the event any such error may involve the disinterment of remains, the operator shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
16. The operator shall not be held responsible for any errors made for any funeral arrangements made over the phone.
17. Notice of each interment to be made shall be given to the operator at least 24 hours in advance; 8 hours of which must be regular working hours. The operator cannot be held responsible for having lots prepared for funerals unless such notice is given.
18. The operator will not do any Sunday or Statutory Holiday interments unless ordered to do so by a representative of the Ministry of Health.

CARE OF LOTS:

1. All lots and plots shall be maintained and kept properly graded, sodded and mowed by the operator of the cemetery. No Interment Rights Holder or unauthorized person shall move corner posts or change the grading of their lot, and in case of any such change, the operator may restore the lot to its original grade at the expense of the Interment Rights Holder.

2. The cemetery reserves the right to remove all flowers, potted plants, artificial flowers, wreaths and baskets of flowers when they become withered or unsightly or for any other reason such where removals are in the best interest of the cemetery.
3. The cemetery is for **FLOWERS ONLY**. They may be real or artificial flowers. Planting of borders around lots or plots is prohibited. Absolutely **NO GLASS OR CERAMIC ALLOWED**. Flowers may be placed by April 1st and must be removed by November 15th.
4. No dwarf evergreens, shrubs or trees are permitted on lots without the permission of the operator or they shall be removed.
5. Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workers and to visitors are not allowed in the cemetery. **Solar lighting is not permitted.**
6. Borders, fences, railing, walls, cut-stone coping and hedges are prohibited.
7. The operator shall not be responsible for loss or damage to any articles left upon any lot or plot.
8. Memorial benches will be allowed in the cemetery. The benches may be placed in the cemetery with the approval of the operator.

MONUMENT AND MARKERS:

1. For the purpose of the regulation, a monument shall be understood to mean any permanent memorial projecting above ground level. No monument or other structure shall be erected or permitted on a lot until accrued charges have been paid in full. The 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 it would interfere with any future interments.
2. All installation 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.
3. No inscription shall be placed on any monument, which is not in keeping with the dignity and decorum of the Cemetery.
4. No monument, footstone, marker or memorial of any kind shall be placed, moved, altered or removed without permission from the operator.
5. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered by the operator to be normal wear.
6. The 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, or part thereof except where such damage or loss is due to its negligence.
7. No monument or marker will be delivered to the cemetery without notifying the operator at least two working days before work is to commence. The operator stakes out locations of lots.
8. Every person installing a monument or marker in the cemetery shall pay the prescribed amount, as set out in the FBCSA 2002, to the operators Care and Maintenance Fund. The interest earned from this fund will be used to maintain the markers or monuments in a safe condition.
9. The amounts are as follows:

- a) Measuring less than 173 square inches - \$0.00.
 - b) A marker measuring at least 115.85 square centimeters (173 square inches) \$50.00
 - c) A monument 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.
 - d) A monument measuring more than 1.22 meters (4 feet) in either height or length, including the base - \$200.00.
10. If a monument or marker in the cemetery presents a risk to public safety because it is unstable, the operator shall do whatever is necessary by way of repairing, resetting or laying down the monument to remove the risk.
11. Only one upright monument may be erected on a single lot with foundation as required to suit the base. The tablet must be installed on a granite base. The base must be both wider and longer than the tablet in order to provide a minimum of 7.6 cm (2.99 inches).
12. The maximum tablet size allowed on a single lot is: The maximum base size allowed on a single lot is:
- | | |
|-------------------------------------|-------------------------------------|
| Height: 1.22 meters (48 inches) max | Height: 25.4cm (10 inches) max |
| Width: 60.9 cm (24 inches) max | Width: 76.2 cm (30 inches) max |
| Thickness 40.64 cm (16 inches) max | Thickness: 40.64 cm (16 inches) max |
13. A lot is allowed one upright monument and two flat markers. These secondary markers shall not measure more than 18” wide by 12” long. The minimum thickness for all flat markers and footstones is 10 cm (4 inches)
14. The maximum tablet size allowed on a double lot is: The maximum base size allowed on a double lot is:
- | | |
|-----------------------------------------|-------------------------------------|
| Height: 1.22 meters (48 inches) overall | Height: 25.4 cm (10 inches) max |
| Width: 132.08 cm (52 inches) max | Width: 1.5meters (60 inches) max |
| Thickness: 40.64 cm (16 inches) max | Thickness: 40.64 cm (16 inches) max |
15. When the total height of the tablet and base exceeds 40 inches the tablet shall be no less than 8 inches thick.
16. Both sides of the monument may be used for inscriptions. Monuments cannot be placed “back to back”.
17. 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 operator before a monument is set.
18. Foundations, tablets and bases are the responsibility of the supplier. No base shall be closer than 7.6 cm (3 inches) to the lot width sidelines on which it is to be installed.
19. No foundations may be constructed between November 15th and April 1st. Or as weather permits as approved by the cemetery operator.
20. The foundation shall be built in the designated space as indicated by the cemetery operator. The foundation permitted on a lot shall be no more than 42”. The surface dimensions will be 1” greater than the base on all sides.
21. The Rights Holder must on the receipt of their Interment Rights Certificate, at their own expense have the operator place two (2) cornerstones 15.2 cm (6 inches) square and not less than 10 cm (4 inches) deep, bearing the last name or initials, at the corners of the plot or lots conveyed to him, such posts to be flush with the ground.

22. Flat Markers or footstones are to be flat and set level with the grounds so that a lawnmower can pass safely over them.
23. The cemetery operator shall not be held responsible for damage when a flat marker exceeds the standard width of 40.64 cm (16 inches) and is moved for the purpose of an interment.
24. All markers and monuments shall be constructed of bronze, granite or marble.

RULES FOR MONUMENT DEALERS, CONTRACTORS & WORKERS:

1. No monument or flat marker will be delivered to the Cemetery without the proper notification to the operator, who will stake out the location. The foundation is to be completed before the monument arrives. The cemetery operator must supervise all work. All foundations are by the cemetery specifications. The foundation shall not rise above the grade of the surrounding ground. The monument dealer shall pay the prescribed fee for the monuments perpetual care.
2. No monument or marker will be removed without written permission from the operator.
3. All companies who do work in the Hilton Cemetery shall have Worker's Compensation coverage for their workers as well as sufficient liability insurance. Proof of liability insurance must be on file with the operator.
4. Suppliers shall lay planks as directed on the lots and paths over which heavy materials are to be moved, in order to protect the surface from damage. Heavy loads shall not be permitted in the Cemetery when the roads are in unfit condition. No supplier shall park on the grass unless otherwise directed to do so by the operator.
5. The demeanor and behavior of all workers employed by others in the cemetery shall be subject to the control of the operator.
6. Workers shall cease work, if in the immediate vicinity of a funeral, until the conclusion of the service.
7. All work must be done during daylight hours, unless by special permission of the operator.
8. All implements and materials used in the performance of any work shall be placed where the operator may direct, and all rubbish and **surplus earth shall be removed and placed in the designated service area located in the northwest corner of the cemetery** and in such manner as the operator may order.

RULES FOR VISITORS:

1. Visitors are always welcome at the Cemetery during the open hours, sunrise to sunset. They are asked to remember the respect due to the dead. Violators will be asked to leave the cemetery.
2. The operator is empowered and is required to preserve order and decorum in the cemetery.
3. No ATV's or snowmobiles are allowed in the cemetery.
4. 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 climb upon the monuments.

5. Visitors entering the cemetery do so at their own risk and waive any claims to redress from the operator through accidents while in the grounds.
6. Owners of vehicles and their drivers shall be held responsible for any damage done by them.
7. Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.
8. Dogs or other pets shall be allowed in the cemetery only if restrained by an appropriate leash and accompanied by their owner, who shall be responsible for clean up after the animal i.e. 'Stoop & Scoop'.
9. Any complaints by Interment Rights Holders or visitors should be made to the operator and not to workers on the grounds and controversies with workers or others on the grounds are to be avoided.
10. Garbage shall not be left on the cemetery grounds and must be removed by owner.