

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2024 –

Being a By-law for the administration of the Cemeteries in the Municipality of Magnetawan

WHEREAS Section 11(2)(7) of the *Municipal Act 2001*, S.O. 2001, C. 25 as amended authorizes the passage of Bylaws for the maintenance, management, regulation and control of cemeteries owned and operated by the Corporation of the Municipality of Magnetawan;

AND WHEREAS the *Funeral, Burial and Cremation Services Act, 2002* S.O. 2002 C. 33 O, Reg 30/11 as amended provides that a Cemetery Operator may pass By-laws governing the operation of the Cemetery and, in particular, governing rights, entitlements and restrictions with respect to the Internment and Scattering Rights;

AND WHEREAS the Corporation of the Municipality of Magnetawan has appointed The Municipality of Magnetawan Cemetery Board to administer the operations of the cemeteries;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan hereby enacts as follows:

1.0 This By-law may be cited as the “Magnetawan Cemetery By-law”.

2.0 In this By-law unless otherwise stated in specific sections hereof, this By-law shall apply to the entirety of the Municipality of Magnetawan.

3.0 DEFINITIONS

i. **“Act”** means the *Funeral, Burial and Cremation Services Act, 2002* and all the amendments and regulations prescribed thereunder;

ii. **“At-Need-Services”** means internment rights and cemetery services required at the time of death;

iii. **“Bereavement Authority of Ontario (BAO)”** means the agency who administers provisions of the *Funeral, Burial and Cremation Services Act, 2002 (FBCSA)* on behalf of the Ministry of Government and Consumer Services; **Public and Business Service Delivery and Procurement.**

~~iv. i. **“Board”** refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;~~

~~iv. iv. **“Burial Permit”** means a permit for the burial of human remains issued by the Division Registrar;~~

~~v. **“Care and Maintenance Fund”** is a requirement under the *FBCSA and O.Reg. 30/11 and 184/12* that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned, or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery;~~

~~vi. **“Cemetery Board”** refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;~~

~~vi. vii.~~

~~vii. viii. **“Cemetery”** means land set aside to be used for the interment of human remains **and has been licensed under the FBCSA as a cemetery.**~~

~~viii. ix. **“Cemetery Owner”** means the Corporation of the Municipality of Magnetawan;~~

~~ix. x. **“Cemetery Services”** means services provided by the cemetery operator including the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner/operator of the Cemetery;~~

~~x. xi. **“Contract”** means the contract that is required to be signed by a representative of the Cemetery Operator and all purchasers of interments rights and which details the obligations of both parties and acceptance of the cemetery by-laws;~~

~~xi. xii. **“Council”** means the Council of the Corporation of the Municipality of Magnetawan;~~

~~xii-xiii.~~ **“Cremated Remains”** means all recoverable bone fragments of a human body that remain after cremation in a crematorium. The bone fragments are mechanically processed to reduce the particle size. The term cremated cremains is also understood to include any hydrolyzed remains.

~~xiii-xiv.~~
~~xv.~~ **“FBCSA”** means the *Funeral Burial and Cremation Services Act, 2002*

~~xvi.~~ **“Fee”** means the fees charged as per the Fees and Charges By-law for the Municipality of Magnetawan;

~~xv.~~

~~xvi-xvii.~~ **“Foundation”** means the below-ground concrete structure upon which rests the base stone of a monument;

~~xvii-xviii.~~ **“Grave”** means an in-ground burial space intended for the interment of human remains or cremated human remains;

~~xviii-xix.~~ **“Human Remains”** means a dead human body and includes a cremated human body;

“Interment” The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

~~xix-xx.~~

~~xx-xxi.~~ **“Interment Rights”** includes the right to require or direct the interment of a human remains in a lot, grave, plot and/or niche and to authorize the installation of a monument or marker;

~~xxi-xxii.~~ **“Interment Rights Certificate”** means the certificate issued by The Corporation of the Municipality of Magnetawan Cemetery Board once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those interment rights;

~~xxii-xxiii.~~ **“Interment Rights Holder”** means the person(s) authorized or entitled to inter human remains in a specific lot. They may be the person names in the Internment Rights Certificate or such other person to whom the rights have been assigned and shall be listed in the records of the cemeteries;

~~xxiii-xxiv.~~ **“Lot”** mean a single grave space;

~~xxiv-xxv.~~ **“Marker”** means any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial plot, grave, lot and/or niche;

~~xxv-xxvi.~~ **“Monument”** means any permanent memorial structure, monument, tombstone, plaque, headstone or other structure above the ground installed within the designated space to mark the location of a burial plot, grave, lot and/or niche;

~~xxvi-xxvii.~~ **“Municipality”** means the Corporation of the Municipality of Magnetawan;

~~xxvii-xxviii.~~ **“Owner”** means an owner of a Cemetery;

~~xxviii-xxix.~~ **“Plot”** is a parcel of land, sold as a single unit, containing multiple lots;

~~xxix-xxx.~~ **“Prescribed”** means prescribed by the regulations made under this *Act*;

~~xxx-xxxi.~~ **“Public Register”** means the register that is required to be made available to the public and contains the information as prescribed under the *FBCSA, Ontario Regulation 30/11* as amended or replaced;

~~xxxi-xxxii.~~ **“Registrar”** means the **Registrar, Bereavement Authority of Ontario** appointed under the FBCSA;

~~xxxii-xxxiii.~~ **“Tribunal”** means the Commercial Registration Appeal Tribunal;

~~xxxiii-xxxiv.~~ **“Trust Fund”** means a trust fund established for the purpose of this Act;

~~xxxiv-xxxv.~~ **“Transferee”** means a person wherein the interment rights with respect to a lot(s) have been transferred;

~~xxxv-xxxvi.~~ **“Treasurer”** refers to the Treasurer of all Municipal administrated Cemeteries within the Municipality of Magnetawan;

4.0 RULES OF CEMETERY MANAGEMENT

4.1 All Cemeteries within the Municipality of Magnetawan shall be governed by the Municipality of Magnetawan Cemetery Board as provided in this By-law.

4.2 The Cemetery Owner reserves full and complete control and management of the cemetery. The Board is appointed to oversee the daily operations and management of the cemetery land, planting, roads, books and records of the cemetery, and the authority to act on the Cemetery Owner's behalf to administer this by-law regarding all cemetery operations. The Board shall have and may exercise all the powers and perform all the duties of the Council with respect to all Municipally owned Cemeteries and shall make rules and regulations for the proper government and maintenance thereof **conforming to the required legislation.**

4.3 The cemetery shall be governed by these by-laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, which may be amended periodically. All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

4.3 There shall be appointed by Council a Board consisting of a minimum of six (6) members if possible, which includes one (1) member of Council. The schedule and term of the appointed members will be till a successor is found.

4.4 It shall be the duty of the Board to carry out the rules and regulations and conduct the business of the cemetery(s).

4.5 The Board reserves the right, at its costs, to correct any error that may be made by it in making interments/inurnments, in the description of the lot, or the transfer or conveyance of any interment rights. The Board may, at its sole discretion, either cancel such grant and substitute other interment rights, or lot of equal **or greater** value with similar location, as far as is reasonable possible or refund all money paid on account for such purchase. Notice will be given personally to the Interment Rights Holder. If necessary, it maybe be mailed to the Interment Rights Holder or their legal representative, at their last appearing address in the records book of the cemetery. In the event any such error may involve the disinterment of remains, the Board shall first obtain the approval of any regulatory authority and the Interment Rights Holder.

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

4.7 An annual board meeting shall be held each year and requires 50% of the members to be present to transact business.

4.8 The Parks and Maintenance Supervisor shall be the employee designated as the Cemetery Caretaker who shall be in direct charge of the management and keep records of all lots, graves and burials of the cemetery(s) and shall report to the Board. Duties may be delegated as required.

4.9 It shall be the duty of the Cemetery Caretaker and/or designate to supervise all work in connection with the cemetery(s).

4.10 The Board and the Cemetery Caretaker and/or designate 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.

5.0 RULES FOR WORKERS

5.1 All workers entering the cemetery shall be under the jurisdiction of the Cemetery Caretaker and/or designate and shall observe their instructions and plan their work under their approval.

5.2 No work shall be started which cannot be completed by Friday as the usual hour for labour to cease. All material shall be left as directed by the Cemetery Caretaker and/or designate and all debris disposed of according to their directions.

5.3 All workers must abide by the Rules and Regulations of the Board and will be subject to disciplinary action.

6.0 FINANCIAL

6.1 The Treasurer of the Municipality shall collect or cause to be collected all monies payable under this By-law and administer the funds as required.

6.2 All Lots for which interment rights have been sold shall be under maintenance and care and the disposition of all monies received by the respective Treasurer from the sale of interment rights shall be allowed by the *Funeral, Burial and Cremation Services Act, 2002*.

6.3 Every person installing a Marker shall pay an amount as prescribed by regulation which will be paid into the Maintenance and Care Fund.

6.4 All income from the monies received for maintenance and care, whether invested or on deposit in a chartered bank, together with all other income from whatever source shall be placed to credit of "The Current Account" and shall be used for the ordinary expense of maintenance and improvement of the Cemetery(s) and markers.

6.5 Tariffs and Charges are prescribed as per the current fees and charges By-law and shall apply to all municipally owned cemeteries located within the Municipality.

6.6 Payments for all purchases and services pertaining to the cemetery shall be paid to the Municipality of Magnetawan Cemetery Board as follows:

- a) All interment rights, purchases and services shall be paid in full at the time of purchase or service;
- b) Interments/inurnments (**opening/closing fees**) shall be paid in full before a burial ~~can~~ takes place.

6.7 As required by the Act, a percentage of the purchase price of all Interment Rights and a prescribed amount for Monuments and Markers is contributed into the Care and Maintenance Fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Such expenses may include, but are not limited to expenses arising from:

- a) Re-levelling and sodding or seeding of lots;
- b) Maintenance of cemetery roads, sewers and water systems;
- c) Maintenance of perimeter walls and fences;
- d) Maintenance of cemetery landscaping;
- e) Maintenance of columbarium;
- f) Purchase or repairs and general upkeep of cemetery maintenance equipment as needed.

Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days cooling off period.

6.8 The Treasurer shall keep such books, accounts, and records as are necessary for properly recording and exhibiting all financial matters pertaining to the cemetery as may be prescribed.

6.9 The Treasurer shall maintain, invest, and administer the care and maintenance fund in accordance with the provisions of the Act and the regulation made thereunder.

7.0 SALE OF INTERMENT RIGHTS

7.1 Interment Rights may only be sold by the Cemetery Caretaker or designate Board. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased.

7.2 All contracts to purchase Interment Rights and/or cemetery services shall be in a form approved by the Municipality.

7.3 Interment Rights Holders acquire only the right to direct the burial of human remains, and the construction and installation of monuments, markers, and inscriptions, subject to the rules and regulations in force and approved by the Cemetery Board.

7.4 No interment, inurnment or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full, at which time an Interment Rights Certificate will be issued to the Interment Rights Holder(s).

7.5 Purchasers of interment rights must receive a copy of the contract the Cemetery Operator and Interment Rights Holder have signed detailing the obligations of both parties, and acknowledge receipt and acceptance of the Cemetery By-laws, a copy of the Consumer Information Guide, and the price list.

7.6 The purchase of interment rights is not a purchase of Real Estate or real property. An Interment Right Holder cannot resell their interment rights but may sell them back to the Cemetery Board. The Interment Rights Certificate shall convey the Right of Interment and the right to install a marker. Such rights shall be subject to the provision of the Act and the Cemetery By-law as amended from time to time.

7.7 All prices for cemetery lots and services shall be set out in the current Charges and Fees Schedule By-law.

7.8 The monies received for interment rights shall be held by the Treasurer for a period of thirty (30) days as prescribed by the Act.

7.9 A purchaser has the right to cancel an Interment Rights Contract within thirty (30) days of signing the Interment Rights contract and receive a full refund, by providing written notice of cancellation to the Treasurer, provided no portion of the Interment Rights has been exercised and all the requirements of the Act and this By-law are otherwise in compliance. The Treasurer will arrange to refund all monies paid by the purchaser with thirty (30) days from the date of request for cancellation. If the Interment Rights Certificate has been issued to the Interment Right Holder(s), the certificate must be returned to the Treasurer before a refund can be processed. 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.

7.10 The cemetery operator prohibits the resale of interment or scattering rights to a third party. If the interment rights holder wishes to cancel their interment rights contract after 30 days, the cemetery operator will refund/repurchase the interment rights at the price listed on the current price list, less any care and maintenance contribution amount previously paid.

7.11 The cemetery operator reserves the right to refuse to cancel a contract for interment or scattering rights if a portion of the interment or scattering rights has been exercised (for example, one lot in a plot has been used).

7.12 Requirements for cancellation of interment rights. To cancel a contract for interment/scattering rights, the interment/scattering rights holder must provide the cemetery operator with written notice of cancellation and the interment/scattering rights certificate, which must be endorsed by the rights holder(s), transferring all rights, title and interest back to the cemetery operator. The aforementioned paperwork must be completed before the cemetery operator will reimburse the rights holder(s).

7.13 The Interment Rights Holder shall notify the Cemetery Caretake or designate Board in writing within thirty (30) days of any changes in their mailing address.

8.0 TRANSFER OF INTERMENT RIGHTS

8.1 The Transfer of lots (transfer) includes a gift, a bequest or devolution under a will, but not a resale of interment rights (no money is exchanged).

8.2 Any transfer of Interment Rights shall convey those rights set out in section 7.6 of this By-law.

8.3 The transfer of interment rights may only be made after the interment rights have been paid for in full. With the permission of the cemetery operator and in accordance with these by-laws. Transfers must be processed through the cemetery operator and the following must be provided.

- The interment/scattering rights certificate endorsed with the following:
 - o A statement signed by the rights holder selling the rights, acknowledging the transfer to the third-party.
 - o A signed confirmation by the cemetery operator that the person transferring the rights is shown as the rights holder in the cemetery's records. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the *Succession Law Reform Act* i.e. personal representative, estate trustee (executor) or next of kin. A copy of the notarized will or other documentation may be required to ensure the person requesting the transfer is authorized to do so.
 - o The date on which the rights were transferred to the third-party (transferee).
 - o The name and address of the transferee.
- A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that are available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws must be provided the transferee.

8.4 The Interment Rights Certificate holder shall provide a copy of the endorsed Interment Rights Holder(s) contract to the Municipality of Magnetawan wherein the Cemetery Caretaker shall enter and record the transfer. A new interment rights certificate(s) will be issued, and the transferee(s) shall be considered the current interment or scattering rights holder(s). The transfer of the interment rights shall be considered final and the cemetery's Public Register will be updated.

8.5 Administration fee for transfer. In the case of a transfer of interment rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the transferee. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

~~8.6 In case of a transfer, the Cemetery Caretaker and/or designate must confirm that all lots transferred are usable prior to an interment taking place.~~ ** This should be done prior to allowing the transfer**

10. RULES APPLICABLE TO ALL INTERMENTS

10.1 Only human remains shall be interred in the cemetery. ~~Pets or~~ Animals, including cremated animal remains are not permitted to be buried or scattered on the cemetery grounds.

10.2 Interments in lots shall be as directed by the Interment Right Holder(s). Interment Rights Holder(s) must provide written authorization prior to a burial taking place. Should the Interment Rights Holder(s) be deceased, authorization must be provided in writing by the person authorized to act on **behalf** of the Interment Rights Holder(s).

10.3 Notice of and Interment shall be given to the Municipal Treasurer at least thirty-six (36) business hours in advance except under unusual circumstances.

10.4 A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the Province **(or equivalent if death occurs outside of the Province)** must be provided prior to a burial taking place.

10.5 A Certificate of Cremation must be provided **prior to any interment** cremated remains ~~taking place~~.

10.6 Payment of all required fees as per the current Fees and Charges By-law must be made before **an interment** can take place.

~~10.7 A family information sheet containing contact information, names, addresses and telephone numbers must be provided for each Interment for completion of the contract and the public register prior to a burial taking place.~~

10.8 Sunday and holiday burials shall be allowed by the Cemetery Board, from time to time, subject to the current Fees and Charges by-law and third party provider availability and fees.

10.9 Remains to be buried in a lot must be enclosed in a casket, sealed securely, and of sufficient strength to permit the burial with the **casket remaining intact through the burial process**. The casket must be of size to permit an interment within the size of the lot.

10.10 Full burial interments are permitted in full graves ~~lots~~ measuring four (4) feet by eight (8) feet.

10.11 Cremation interments are permitted in cremation graves measuring two (2) feet by two (2) feet.

10.11 The Municipality shall not be responsible for the cost incurred to replace ~~concrete marker bases~~, trees, plants, or shrubs that are removed for Interment purposes.

10.12 Each purchaser of Interment Rights shall abide by all existing rules of the cemetery. A copy of the Municipality of Magnetawan Cemetery By-law must accompany the Interment Rights Certificate.

10.13 ~~The purchaser of Interment Rights acquires only the right and privilege of burying human remains and erecting suitable memorials, subject to the rules and regulations of the cemetery.~~ Interment Rights in full graves will be one (1) full burial and two (2) cremations or three (3) cremations per single lot or grave, ~~with a single headstone and one (1) flat marker installed level with the ground surface.~~

~~10.14 Anyone not wishing to purchase double or single lot or grave for cremation burial may purchase a Cremation Interment Rights Lot in the area that is set aside for this purpose. Interment Rights in a cremation plot lot sizes will be cremation graves will betwo (2) feet by two (2) feet. Interment Rights will be two (2) cremations per grave lot with one (1) flat marker installed level with the ground surface.~~

~~10.15~~10.14 Interment Rights in niche graves will be two (2) cremations per niche. Any urn which is too large to fit within the niche will not be interred in the columbarium. Suggest a separate section specific to the columbarium.

10.16The Board assumes no responsibility for damages should a lot be opened in a wrong location due to wrong or insufficient information and any extra expenses connected with an error of this kind shall be paid by the parties ordering the interment.

~~10.15~~7 The opening and closing of graves and niches may only be conducted by Cemetery Caretaker and/or designate.

~~10.16~~8 All interments shall be arranged to arrive at the cemetery not later than 4:00 p.m. in order that the burial may be completed within the regular hours of work.

~~10.17~~9 Interments will not be permitted from November 15th through April 15th. Exceptions may be allowed by the Cemetery Board, ~~weather permitting at their discretion.~~

~~10.42~~08 The Cemetery Caretaker and/or designate will exercise all due care when making interments, but is not responsible for damage to any casket, urn or other container sustained during interments.

~~10.49~~21 The spreading of cremated remains on top of the ground is strictly prohibited. Cremated remains interment into a headstone, marker or monument are not permitted.

11.0 RULES APPLICABLE TO ALL DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

11.6 All prices for disinterment and services shall be set out in the current Fees and Charges By-law.

12.0 CARE OF LOTS

12.1 The Cemetery Board reserves the right to regulate the articles placed on lots or plots, including those that pose a safety threat; prevents the Cemetery Caretaker and/or designate from performing general cemetery operations; or are not keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.

12.2 The Cemetery Board reserves the right to disallow or remove quantities of memorial wreathes or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

12.3 The Cemetery Board reserves the right to remove all flowers, potted plants, wreaths, and baskets of flowers when they become withered and unsightly, or for any other reasons such removal is in the best interest of the cemetery.

12.4 All lots and plots shall be maintained and kept properly graded, sodded, and mowed by the Cemetery Caretaker and/or designate.

12.5 Flowers placed on the grave for a funeral shall be removed by the Cemetery Caretaker and/or designate after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

12.6 No person other than Cemetery Caretaker and/or designate shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

12.7 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Cemetery Board.

12.8 The Cemetery Board shall not be responsible for loss or damage to lots and structures thereon, or for flowers or articles removed from any lot or grave.

13.0 CONDUCT WITHIN THE CEMETERY

13.1 All cemeteries within the Municipality of Magnetawan are sacredly devoted to the burial of the dead and the provisions and penalties of the law will be strictly enforced in all cases of disturbance, wanton injury to property, disregard of the rules or conduct unbecoming to a cemetery.

13.2 All visitors shall conduct themselves in a quiet, orderly manner and shall not disturb any service being held, by noise or other disturbances.

13.3 Vehicular traffic in the cemetery(s) will be done so under the Cemetery Board's supervision only.

13.4 Children under twelve (12) years of age must be accompanied by an adult who shall maintain close contact with them and shall be responsible for their actions.

13.5 The carrying of firearms or discharging of the same within any cemetery grounds, except when used for the firing of a volley at a burial, is prohibited.

13.6 When a society or association desires to hold a Memorial Service, they shall make application to do so to the Board at least fifteen (15) days prior to the desired date and permission shall be granted at the Board's approval. The association or society securing this permission shall assume responsibility for any damages done to any of the property in the cemetery at that time.

13.7 All persons are prohibited from picking any flowers, either wild or cultivated, or breaking any trees, shrubs, or plants within the cemetery(s) grounds.

13.8 All persons are prohibited from writing upon, defacing or damaging any monument fence or other structure in or belonging to the cemetery.

13.9 The cemetery(s) may be visited each day from sunrise to sunset.

13.10 All work in close proximity to a burial shall cease during all services or at any other time when requested.

13.11 Dogs and/or other domesticated animals shall be restrained by a proper leash and accompanied by their owner when visiting the cemetery grounds and shall not be permitted to run at large in the cemetery. Every owner shall remove forthwith, and sanitarily dispose of excrement left by dogs and other pets on the cemetery property.

14.0 RULES FOR MOTOR VEHICLES

14.1 The Board reserves the right to close the roads to the cemetery(s) at any time to vehicular traffic, for maintenance or inclement weather conditions.

14.2 The drivers of all vehicles entering the cemetery(s) shall obey the instructions of the Board and shall keep to the route allotted to them. They shall not attempt to turn around on any roadway or pass another moving vehicle and shall not exceed a speed limit of fifteen (15) kilometers per hour.

14.3 Vehicles forming part of a funeral procession shall take the route allotted to that funeral and shall move in unison with the procession and the drivers of all vehicles shall remain in close proximity thereto at all times.

14.4 No snowmobiles, motorcycles, or all-terrain vehicles are allowed within the cemetery(s) unless approved by the Board.

14.5 Proprietors of vehicles and/or other drivers shall be held responsible for any damage done by their vehicles within the cemetery.

15.0 MARKERS AND MONUMENTS

15.1 Interment Rights Holder(s) may erect markers or monuments of a suitable design on the lots, subject to the following regulations:

i. ~~15.2~~ There shall be only one (1) monument and one (1) marker on each full size lot or grave (4 feet by 8 feet).

~~ii.~~ There shall be only one (1) marker on each cremation grave.

~~iii.~~ Inscriptions on niches shall be subject to specifications as set out in Schedule "A" attached hereto.

~~iv.~~ Prior to an inscription on a niche, an application shall be submitted to the Municipality of the proposed inscription and the fee as set out in the current Fees and Charges By-law shall be provided.

~~v.~~ ~~15.4~~ All new monuments must be either granite or bronze (markers must be of marble material) except on application to and by special permission of the Board.

~~vi.~~ ~~15.5~~ All new monument markers shall be installed in such a manner as to comply with a thrust test of one hundred (100) pounds up to three (3) feet eleven (11) inches in height and thrust test of two hundred (200) pounds for monuments three (3) feet eleven (11) inches and over.

~~vii.~~ ~~15.6~~ No contractor will install a monument marker over four (4) feet without first consulting the Board.

~~viii.~~ No marker, monument or inscription shall be erected or installed until all required fees and been supplied to the Municipality.

~~15.7~~ The Board assumes no responsibility unless a monument is installed on a concrete foundation, approved by the Cemetery Caretaker and/or designate.

15.38 Cremation lot markers shall be a maximum size of sixteen (16) inches by sixteen (16) inches and installed level with the ground surface.

15.94 No inscription shall be placed on any monument or marker which is not in keeping with the dignity and decorum of the cemetery.

15.405 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.

15.644 A monument shall not be erected on any lot until all charges have been paid.

15.742 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc.

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

15.8 44 No monument, footstone, marker, or memorial of any description shall be placed, moved, altered, or removed without permission from the Board.

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

15.4106 The Board will take reasonable precautions to protect the property of Interment Rights Holder(s), but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

15.117 Should any monument or marker present a risk to public safety because it has become unstable, the Board shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy to remove the risk.

15.128 The Board 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 Board.

16.0 CONTRACTORS AND MONUMENT DEALERS

16.1 Any contract work to be performed with the cemetery requires the written pre-approval of the Interment Rights Holder and the Cemetery Board before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of the monuments and markers, inscriptions, designs, drawings, plans, and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Board and provide the necessary approvals before commencing work at any location on the cemetery property. Prior to the start of any said work, contractors must provide proof of (any or all may apply depending on your specific operation):

WSIB coverage

Occupational Health and Safety compliance standards

Environmental protection

WHMIS

Evidence of liability insurance of not less than two (2) million dollars

16.2 All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

16.3 Contractors, monument dealers, and suppliers shall not enter the cemetery in the evening, weekends, or statutory holidays, unless approval has been granted by the Board.

16.4 No work will be performed at the cemetery except during regular business hours.

16.5 Contractors shall temporarily cease all operations if they are working within one hundred (100) meters of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations of their sole discretion of the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

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

16.7 Any contractor who damages any lot, upright monument, marker, or other structure, or otherwise does any injury in the cemetery, shall be personally responsible for such damage or injury and in addition thereto, his/her employers shall be liable.

17.0 In accordance with the *Funeral, Burial, and Cremation Services Act, 2002*, the provisions of this By-law shall come into force and take effect the latter of 19th of May 2021 and the date of approval of this By-law by the Registrar of the *FBCSA*.

18.0 EXISTING BY-LAWS REPEALED

THAT By-law 2012-26 hereby be repealed in its entirety.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 22nd day of May 2024.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**

Mayor

CAO/Clerk