

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2021 - 41

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 interment 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;

iv. "Board" refers to the Municipality of Magnetawan Cemetery Board appointed by the Council, from time to time;

v. "Burial Permit" means a permit for the burial of human remains issued by the Division Registrar;

vi. "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;

vii. "Cemetery" means land set aside to be used for the interment of human remains;

viii. "Cemetery Owner" means the Corporation of the Municipality of Magnetawan;

ix. "Cemetery Price List" means a separate listing of charges as per the current Fees and Charges By-law to regulate the fees and charges that are to be paid by persons purchasing interment rights or requiring services to be performed with the cemeteries.

x. "Cemetery Services" means cremation services; the opening and closing of graves; the general care of graves; and any other service that is normally provided by the owner of the Cemetery;

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;

xii. "Council" means the Council of the Corporation of the Municipality of Magnetawan;

xiii. "Cremated Remains" means the residue after the cremation of a body and the casket or container in which the body was received;

xiv. "FBCSA" means the *Funeral Burial and Cremation Services Act, 2002*

- xv. **“Foundation”** means the below-ground concrete structure upon which rests the base stone of a monument;
- xvi. **“Grave”** means an in-ground burial space intended for the interment of human remains or cremated human remains;
- xvii. **“Human Remains”** means a dead human body and includes a cremated human body;
- xviii. **“Interment”** means the burial of human remains or cremated remains in a grave;
- xix. **“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;
- xx. **“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;
- xxi. **“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;
- xxii. **“Lot”** mean a single grave space;
- xxiii. **“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;
- xxiv. **“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;
- xxv. **“Municipality”** means the Corporation of the Municipality of Magnetawan;
- xxvi. **“Owner”** means an owner of a Cemetery;
- xxvii. **“Plot”** is a parcel of land, sold as a single unit, containing multiple lots;
- xxviii. **“Prescribed”** means prescribed by the regulations made under this Act;
- xxix. **“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;
- xxx. **“Registrar”** means the registrar appointed under the FBCSA;
- xxxi. **“Tribunal”** means the Commercial Registration Appeal Tribunal;
- xxxii. **“Trust Fund”** means a trust fund established for the purpose of this Act;
- xxxiii. **“Transferee”** means a person wherein the interment rights with respect to a lot(s) have been transferred;
- xxxiv. **“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.

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 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 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 shall be paid in full before a burial can take 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 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, 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 A purchaser has the right to cancel an Interment Rights Contract after thirty (30) days of signing the Interment Rights contract, 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 purchase within thirty (30) days from the date of written request for cancellation provided. 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. Contributions to the Care and Maintenance Fund are non-refundable except when Interment Rights are cancelled within the thirty (30) days.

7.11 The Interment Rights Holder shall notify the 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.

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

8.3 The Interment Rights Certificate holder shall provide the following information to a transferee:

- a) The Interment Rights Certificate endorsed by the Interment Rights Holder(s).
- b) A copy of the current Cemetery By-law; and
- c) 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.

8.4 Upon receipt of an Interment Rights Certificate endorsed by the Interment Rights Holder(s), the Cemetery Caretaker shall enter and record the transfer.

8.5 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.

9.0 RESALE OF INTERMENT RIGHTS

9.1 The sale of Interment Rights to a third party is prohibited. Interment Rights may only be sold by the Board.

9.2 A purchaser who wishes to sell Interment Rights must notify the Treasurer in writing of the intention to sell.

9.3 The Municipality will repurchase the Interment Rights at the price listed as per the current fees and charges By-law less the Care and Maintenance Fund contribution made at the time of purchase.

9.4 The Interment Rights Holder(s) requesting the resale of the rights must return the Interment Rights Certificate to the Treasurer. The Interment Rights Holder(s) must endorse the Interment Rights Certificate, transferring all rights, title, and interest back to the Municipality.

9.5 The appropriate paperwork must be completed before the reimbursement is authorized by the Treasurer.

9.6 If any portion of the Interment Rights have been exercised, the Purchaser, or the Interment Rights Holder(s), is not entitled to re-sell the Interment Rights.

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 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 must be provided prior to a burial taking place.

10.5 A Certificate of Cremation must be provided prior to the burial of cremated remains taking place.

10.6 Payment must be made before a burial 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 Board, from time to time, subject to the current fees and charges by-law.

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 container remaining intact. The casket must be of size to permit a burial within the size of the lot.

10.10 Interments are permitted in lots measuring four (4) feet by eight (8) 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 will be one (1) 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. Anyone not wishing to purchase a double single lot or grave for cremation burial may purchase a Cremation Interment Rights Lot in the area that is set aside for this purpose. The lot size will be two (2) feet by two (2) feet. Interment Rights will be two (2) cremations per lot with one (1) flat marker installed level with the ground surface.

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

10.16 All burials 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 Interments will not be permitted from November 15th through April 15th. Exceptions may be allowed by the Board, weather permitting.

10.18 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.

10.19 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

11.1 Disinterment of human remains, once properly interred, shall not be made without the written consent (authorization) of the Interment Rights Holder and the local Medical Officer of Health, or a court order, has been received by the Board and upon due observance of all requirements of the Act and the regulations thereunder. A certificate from the local medical officer of health is not required for the removal of cremated remains.

11.2 In special circumstances the removal of human remains may also be ordered by certain public officials without consent of the Interment Rights Holder and/or next of kin(s).

11.3 Any person(s) who wishes to make arrangements for a disinterment shall give five (5) days written notice to the Board so that arrangements can be confirmed with the Health Unit.

11.4 The human remains of persons who have died from contagious diseases may be removed only with the consent of the local Medical Officer of Health or other public official having authority.

11.5 When a disinterment is to take place, the Cemetery Caretaker and/or designate is responsible to open the grave and the Funeral Director retained for the purpose of the disinterment is responsible to disinter the body.

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

12.0 CARE OF LOTS

12.1 The 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 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 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 moved 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 Board.

12.8 The 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 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 memorial of suitable design on the lots, subject to the following regulations:

15.2 There shall be only one (1) monument and one (1) flat marker on each lot or grave.

15.3 Any monument marker must comply with all regulations under new markers.

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.

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.

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

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

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

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

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

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

15.12 Monuments and markers shall be maintained by the Board and the Board reserves the right to adjust, straighten, repair, etc. or remove any monuments, markers etc. as allowed by the *Funeral, Burial and Cremation Services Act, 2002*.

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

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

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

15.16 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.

15.17 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.

15.18 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 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 if 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 30th day of June 2021.

APPROVED	APPROUVÉ
By the Registrar, <i>Funeral, Burial and Cremation Services Act, 2002, Bereavement Authority of Ontario</i>	Par le Registraire, <i>Loi de 2002 sur les services funéraires et les services d'enterrement et de création, l'Autorité des services funéraires et cimetière de l'Ontario</i>
Date: <u>September 10, 2021</u>	

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk