

THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE

BY-LAW NO. 2014-21

Being a By-law to amend By-law 2013-18 being a by-law to enact rules for the maintenance, management, regulation and control of the Manitouwadge Cemetery.

WHEREAS the Council of the Corporation of the Township of Manitouwadge passed By-law No. 2013-18 on December 11, 2013 to enact rules for the maintenance, management, regulation and control of the Manitouwadge Cemetery;

AND WHEREAS subsequently By-law 2013-18 has been reviewed and approved by the Ministry of Government and Consumer Services, Cemeteries Regulations Unit with minor changes to be made;

NOW THEREFORE the Council of the Corporation of the Township of Manitouwadge enacts as follows:

1. That By-law 2013-18 Section 1.18 be amended to read "Ministry" means the Ontario Ministry of Government and Consumer Services or its lawful successors;
2. That By-law 2013-18 Section 1.21 "Pre-Need Purchase" be removed;
3. That By-law 2013-18 Section 3.8 be amended to read "The Corporation will exercise all due care in conducting burials and interments but is not responsible for damage to any casket, urn or other container sustained during interment and disinterment, except where such damage was caused by employees of the cemetery."
4. That By-law 2013-18 Section 3.9 be amended to read "Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the municipal office before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.

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

5. That By-law 2013-18 Section 3.12 be amended to read " The Municipality shall provide a copy of the Cemetery By-law, the Cemetery Price list and the Consumer Information guide, published by the Ministry of Government and Consumer services to all purchases and/or Interment Rights Holders upon the issuance of the Certificate of Interment Rights."

**READ 1ST AND 2ND TIME THIS 8th DAY OF OCTOBER, 2014 AND
READ A THIRD TIME AND FINALLY ENACTED this 8th day of OCTOBER, 2014**


Mayor John MacEachern


Cecile Kerster, Municipal Manager Clerk

THE CORPORATION OF THE TOWNSHIP OF MANITOUWADGE

BY-LAW NO. 2013- 18



Being a By-law to enact rules for the maintenance, management, regulation and control of the Manitouwadge Cemetery.

WHEREAS the *Funeral, Burial and Cremation Services Act, 2002* and its regulations imparts responsibility to the owners of cemeteries for their management, operation and care;

AND WHEREAS Section 150(1) of Ontario Regulation 30/11 under the *Funeral, Burial and Cremation Services Act, 2002* provides that the owners of cemeteries may make by-laws affecting the operation of the cemeteries

AND WHEREAS Sections 8, 9 and 10 of the *Municipal Act, 2001*, authorize The Corporation of the Township of Manitouwadge to pass by-laws necessary and desirable for municipal purposes, and in particular paragraphs 5 through 7 of subsection 10(2) authorize by-laws respecting: the economic, social and environmental well-being of the municipality; the health, safety and well-being of persons; and the provision of any service or thing that it considers necessary or desirable for the public.

AND WHEREAS Section 425 of the *Municipal Act, 2001*, authorizes The Corporation of the Township of Manitouwadge to pass by-laws providing that a person who contravenes a by-law of The Corporation of the Township of Manitouwadge passed under that Act is guilty of an offence;

NOW THEREFORE the Council of the Corporation of the Township of Manitouwadge enacts as follows that:

1. DEFINITIONS

- 1.1 "Act" means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c.33, as amended, and regulations made thereunder;
- 1.2 "Care & Maintenance Trust Fund" shall mean a trust fund in which all monies received by the Corporation for the perpetual care of Lots, Markers and Monuments has been invested. Interest earned from the fund is used to provide care and maintenance of Lots, Markers and Monuments at the Cemetery;
- 1.3 "Cemetery" means the Manitouwadge Cemetery;
- 1.4 "Cemetery Price List" means a list of the current rates for the supplies and services of the cemeteries as described in the Corporation's Fees and Service Charges By-law;
- 1.5 "Child" means a person over the age of two (2) years and under sixteen (16) years of age;

- 1.6 **“Clerk”** means the Clerk of the Corporation;
- 1.7 **“Contract”** means the agreement all purchasers of Interment Rights must enter into with the Corporation detailing obligations of both parties and the acceptance of the Cemetery By-law;
- 1.8 **“Corporation”** means the Corporation of the Township of Manitouwadge;
- 1.9 **“Disinterment”** means the removal of human remains;
- 1.10 **“Holiday”** means Saturday, Sunday, New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day;
- 1.11 **“Human Remains”** means a dead human body and includes a cremated human body;
- 1.12 **“Infant”** means a person less than two (2) years of age;
- 1.13 **“Inter”** means the burial of human remains and includes the placing of human remains in a lot;
- 1.14 **“Interment rights”** includes the right to require or direct the interment of human remains in a lot;
- 1.15 **“Interment rights holder”** means the person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned;
- 1.16 **“Lot”** means an area of land approximately fifty (50) square feet containing, or set aside to contain, human remains;
- 1.17 **“Marker”** means a rectangular memorial of granite or bronze with a flat and level surface set flush with the ground;
- 1.18 **“Ministry”** means the Ontario ~~Ministry of Consumer Services~~, *Ministry of Government and Consumer Services*, or its lawful successors;
- 1.19 **“Monument”** means a permanent memorial structure projecting above the level of the ground;
- 1.20 **“Non Resident”** means a person who does not own property or reside in the Township of Manitouwadge;

- 1.21 ~~“Pre-Need Purchase” means the purchase of services for a person who is alive;~~
- 1.22 **“Resident”** means for the purposes of the purchase of Interment Rights a person who resides in the Township of Manitouwadge or who is the owner or tenant of land in the Township of Manitouwadge, or the spouse of such owner or tenant.

2. GENERAL INFORMATION:

- 2.1 The management, regulation and control of the Cemetery shall be the responsibility of the Corporation;
- 2.2 The Cemetery Advisory Committee may provide advice and make recommendations to the Corporation on the maintenance, management, regulation and control of the Cemetery;
- 2.3 The Clerk shall keep such registers, records and books as are necessary for properly recording all matters, acts and deeds and things pertaining to the cemetery, and as may be prescribed;
- 2.4 The Treasurer shall keep such books, accounts and records as are necessary for properly recording all financial matters pertaining to the Cemetery, and as may be prescribed;
- 2.5 The Corporation distinctly disclaims all responsibility for loss of damage from causes beyond their control and especially from damage caused by the elements, act of God, or vandals, any lot, plot, monument, marker, or other article that has been placed in relation to an interment right;
- 2.6 The Corporation shall be responsible for all maintenance, repairs, alterations, expansions and any other activity performed in all municipal cemeteries and no person shall perform any maintenance, repair, alteration, expansion or other activity without the prior written approval of the Municipality;
- 2.7 The Municipality shall develop a standard cemetery contract, which shall identify the Interment Rights or other Cemetery services being purchased, including the fee applicable for each item therein, and such fees shall be in accordance with the “Cemetery Price List”.
- 2.8 All requests for Cemetery services shall be submitted on a duly executed Cemetery contract and all works shall be conducted under the authority of the Interment Rights Holder. In the case where the Purchaser of Cemetery services is not the Interment Rights Holder, the Purchaser requires the pre-approval of the Interment Rights Holder and the Purchaser is responsible for the costs associated with the contract;
- 2.9 Cancellation of Cemetery Contracts:

2.9.1 Lot/ Grave Interment Rights:

Within thirty (30) days of the signing of the Contract for Lot/Grave Interment Rights, and where the Interment Rights

have not yet been exercised by the Interment Rights Holder, the Purchaser may, in writing to the Municipality, cancel the Contract and the Purchaser shall receive a full refund. Following the 30 days cancellation period noted above, cancellation of the Contract is not permitted. However, an Interment Rights Holder may re-sell unused Interment Rights to the Municipality. The Municipality shall refund the Interment Rights Holder the current market value, as specified in the current Cemetery Tariff of Rates, less amounts paid into the Care and Maintenance Fund at the time of the original purchase.

The sale of unused Interment Rights to any other person, organization or body by a Purchaser or an Interment Rights Holder is not permitted.

- 2.10 The Municipality shall submit all amendments or schedules to this By-Law, as required from time to time, to the Registrar for approval in accordance with the Act, and no amendment or schedule subject to the Registrar's approval shall take effect until such time as the Municipality has been notified in writing that said amendment or schedule has been approved.
- 2.11 No person shall scatter or cause to be scattered, cremated human remains within the Manitouwadge Cemetery.

3. INTERMENTS:

- 3.1 Only human remains shall be interred in the Manitouwadge Cemetery.
- 3.2 All interments shall be conducted in accordance with the Act and this By-Law.
- 3.3 In any lot, following the interment of non-cremated human remains (a full interment) of one (1) child or one (1) adult interment and providing all interments comply with the requirements of the Act respecting interments, up to four (4) additional cremation interments may be conducted in graves in the same lot.
- 3.4 In the case of a cremation, a copy of the cremation certificate must be supplied to the Clerk.
- 3.5 No person shall cause or permit any interment or disinterment without prior written permission of the Municipality. All interments and disinterments shall be performed by the Municipality.
- 3.6 No person shall cause or permit an interment to take place without a Certificate of Interment Rights being issued for the grave or lot subject to the interment and only after the Interment Rights Holder identified in the Certificate of Interment Rights has authorized the interment of the human remains therein. Prior to any interment, a duly executed Cemetery contract and payment in full are required. In extenuating circumstances, the Treasurer, or designate, may approve a payment plan. Interest on any outstanding amounts shall be charged at the same rate as unpaid property taxes, as per Municipal procedure.

- 3.7 The Municipality reserves the right to deny an interment in any grave or lot when it is found that ground conditions do not permit the safe excavation of the site, whereupon a substitute grave or lot shall be provided by the Municipality at no additional cost to the Interment Rights Holder or the Purchaser.
- 3.8 The Corporation will exercise all due care in conducting burials and interments but is not responsible for damage to any casket, urn or other container sustained during interment and disinterment. *Except where such damage was caused by employees of the cemetery.*
- 3.9 *See letter →* ~~No person shall remove human remains from a cemetery unless a certificate of a Medical Officer of Health or the Corporation confirming that the FBCSA and the regulations have been complied with is affixed to the container.~~ A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred according to the FBCSA and regulations as amended.
- 3.10 No interment shall be allowed except between the hours of nine o'clock in the forenoon and four o'clock in the afternoon.
- 3.11 A burial permit issued pursuant to the Vital Statistics Act shall be delivered to the Clerk prior to any interment.
- 3.12 *Government and* The Municipality shall provide a copy of the Cemetery By-law, the Cemetery Price list and the Consumer Information guide, published by the Ministry of Consumer Services to all purchasers and/or Interment rights Holders upon the issuance of the Certificate of Interment Rights.

4.0 CEMETERY OPERATIONS AND MAINTENANCE:

- 4.1 The operation and maintenance of the Cemetery shall be carried out by the Public Works Department of the Corporation under the direction of the Public Works Superintendent or designate and includes but is not restricted to the following:
- 4.1.1 Grading, planting, trimming and removal;
- 4.1.2 Removing any tripod or stand for flowers placed on any lot
- 4.1.3 Removing all flowers or other plants, excepting those situated on monument cement bases from October 15th to May 30th inclusive;
- 4.1.4 No beautification shall be allowed until the design, description and size thereof has been submitted to the Corporation for its approval;
- 4.1.5 No materials may be placed on the grave lot that could prove injurious to the health and safety of the workmen of the Corporation or the general public.
To wit: loose gravel or stone, glass objects and eternal flames are strictly prohibited;
- 4.1.6 Mounds fences, railings and wooden crosses are strictly prohibited;
- 4.1.7 Borders of granite, marble, bronze, interlocking stone or concrete may be installed flush to the ground. Such border shall not be less than two (2") inches and not greater than six (6") inches in width;
- 4.1.8 To preserve the orderly appearance of the cemetery, any flower bed of the previous year not prepared by the first day of June (weather permitting) will be grass seeded and shall thereafter remain so seeded.

5. RESTRICTIONS:

- 5.1 No person shall:
 - 5.1.1 Wilfully destroy, mutilate, deface, injure or remove any gravestone, monument or other structure placed in the Cemetery;
 - 5.1.2 Willfully destroy, cut, break or injure any trees, shrub or plant in the Cemetery;
 - 5.1.3 Play any game or sport in the Cemetery;
 - 5.1.4 Wilfully and unlawfully disturb persons assembled for the purpose of interring human remains in the Cemetery;
 - 5.1.5 Commit a nuisance in the Cemetery;
 - 5.1.6 Use or permit the use of bicycles, motorcycles, all-terrain vehicles, snowmobiles or other vehicles for other than transportation to and from the Cemetery;
 - 5.1.7 Place any tripod or stand for flowers on any lot;
 - 5.1.8 Install or erect a temporary marker;
- 5.2 Dogs, cats or other animals are not permitted on Cemetery grounds;
- 5.3 Vehicles or other means of transportation shall be driven with due decorum at a maximum speed of fifteen (15) kilometres per hour;
- 5.4 No unauthorized person shall:
 - 5.4.1 Enter or be within the Cemetery grounds before eight o'clock in the forenoon or after sundown;
 - 5.4.2 Remove any wreath, ribbon or other article from any lot;
 - 5.4.3 Persons under the age of twelve (12) years are not permitted on the grounds except in charge of an adult who shall be responsible for their good conduct;

6. MARKERS AND MONUMENTS:

- 6.1 No monument, marker or other memorial shall be erected or placed on any lot until its design and the plans and specifications relative to the material, construction and the proposed location thereof have been submitted to and approved by the Clerk, which approval shall be unreasonably withheld;
- 6.2 No inscription shall be placed on any monument or marker or other memorial which is not in keeping with the dignity and decorum of the Cemetery;
- 6.3 All markers, monuments or other memorials shall be of granite, marble or bronze, and shall be free of defects and non-corroding;
- 6.4 The installation of any marker, monument or other memorial shall be the responsibility of the company supplying same. All costs including stake and locate charges shall be borne by the Interment Rights Holder;

- 6.5 Notwithstanding the dimensions for markers, monuments or other memorials described, the Interment Rights Holder must ensure, especially in the case of irregularly shaped lots, that any proposed marker, monument or other memorial including extensions to the bases to allow for the placement of dement planters or heavy urns, will sit exclusively on the lot or lots;
- 6.6 The base or foundation for markers or monuments shall be constructed by the Corporation and the charges shall be the responsibility of the Interment Rights Holder;
- 6.7 The bottom bed of all bases, foundations and markers must be cut level and true and every diestone shall be smoothly finished on all sides, ends and top;
- 6.8 A tolerance of one-quarter of one inch (1/4") may be permitted over or under the specified dimensions of a monument, marker or other memorial;
- 6.9 Authority to proceed with the construction of a base or foundation shall be in writing provided by the Interment Rights Holder;
- 6.10 The Corporation may remove a marker only if it cannot be preserved using income from the Care and Maintenance Fund or funds from other sources;
- 6.11 The Corporation shall use only reversible processes to preserve and stabilize a marker if the cost of doing so can be paid out of the income received by the Care and Maintenance Fund or out of the funds from other sources;
- 6.12 The Corporation assumes no liability for any damages to the lot, marker or monument except where such damage was caused by the employees of the Corporation;
- 6.13 Every marker or monument or other memorial shall be placed by competent personnel of the company supplying same;
- 6.14 One (1) marker or monument shall be allowed on each lot and installed in accordance with plans submitted, however, additional markers will be allowed for each infant or cremation container buried on the same lot;
- 6.15 All markers shall be flush mounted;

MARKERS

- 6.16 In addition to the markers, as many as four (4) markers are permitted on each lot and grave number, lot or plot;
- 6.17 The base of a marker may be extended by ten (10") inches on either side to allow for the placement of cement plants or heavy urns. The base shall be constructed to provide a border not less than two (2") inches in width or greater than three (3") inches in width;
- 6.18 All bronze markers shall be securely fastened by four (4) or more non-corroding fastenings of a minimum diameter three-eighths of an inch (3/8") to a concrete, granite or natural stone base of a thickness not less than three (3") inches or greater than four (4") inches with a flat bottom;
- 6.19 All letters, numerals and ornamentation on bronze marks shall be hand chased and buffed and shall not protrude more than one-quarter of an inch (1/4") above the flat surface of the memorial;

- 6.20 Each casting shall be true, free from defects and roughness and the edge shall be bevelled and no painted or pigmented lacquered finish will be permitted;
- 6.21 Separate scrolls on markers shall be securely fastened by two (2") or more bronze bolts of a minimum diameter of five-sixteenths of an inch (5/16");
- 6.22 Separate bronze bases of approved design are permitted instead of integral vases. They must be contained in their own receptacles when not in use and the base must be imbedded in a concrete foundation. Only one (1) such vase is allowed per marker;
- 6.23 Lot and grave number markers shall be supplied and installed by the Corporation;
- 6.24 Should the Interment Rights Holder desire other lot and grave number markers, they shall be granite, marble or bronze, five (5") inches square and not less than six (6") inches or more than ten (10") inches deep, dressed on all sides, and having the correct designation of the lot or grave legibly and permanently marked. The cost of installation is to be borne by the Interment Rights Holder;
- 6.25 All markers shall be constructed of granite, marble or bronze;
- 6.26 One (1) marker not exceeding eighteen inches by twenty-four inches (18" x 24") may be placed on a lot. The minimum size for a marker on a single lot shall be eight inches by sixteen inches (8" x 16");
- 6.27 Where burial rights to two (2) adjoining lots are held by one (1) person, one (1) marker up to eighteen inches by forty-eight inches (18 x 48") will be permitted. The minimum size of a marker for two (2) adjoining lots is twelve inches by thirty-two inches (12" x 32");

MONUMENTS

- 6.28 All attachments must be detailed on the respective monument diagram when submitting to the Clerk for approval.
- 6.29 Not more than one (1) monument shall be erected on any one (1) lot.
- 6.30 Every monument shall be placed on a reinforced concrete foundation meeting the following specifications:
- a) the minimum depth shall be four (4") inches for a single monument;
 - b) the foundation shall provide for a three (3") inch uniform border for the base to a maximum width of twenty (20") inches;
 - c) the maximum length of the foundation shall be thirty-six (36") inches for a single grave and fifty-six (56") inches for a double grave, but may be extended to fifty-six (56") inches and seventy-six (76") inches respectively to allow for placement of cement planters or heavy urns;
 - d) the foundation shall be flush to the ground;
 - e) the base for the monument shall provide for a minimum uniform two (2") inch border and shall not exceed fourteen (14") inches to width;

- f) the maximum height of any monument including the base shall not exceed forty-eight (48") inches measured from the top of the foundation;
- g) a statue may be placed on top of the tombstone or monument provided that such placement including the base and the monument or tombstone does not exceed sixty (60") inches in height measured from the top of the foundation. Said statue to be considered a part of the monument for the purpose of calculating the height of the monument;
- h) the thickness of any monument shall be not greater than eight (8") inches or less than four (4") inches;
- i) the erection of any monument shall be the responsibility of the company supplying same. All costs including stake and locate charges shall be borne by the Interment Rights Holder;
- j) all monuments shall be constructed of granite.

7. OFFENCE AND REMEDY:

- 7.1 Every person who contravenes any provision of this By-Law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P. 33.
- 7.2 Any work performed by or on behalf of any Interment Rights Holder that is contrary to any provision of this By-Law shall be a contravention of this By-Law.
 - 7.2.1 The Municipality shall, by registered mail, deliver a notice advising an Interment Rights Holder of contravention of this By-Law. The Interment Rights Holder shall, within seven calendar days of receipt of notice, cause to have, or arrange within an agreed upon date to have, the contravention corrected and any lands, Markers, or other property or objects affected by the contravention to be replaced to their original state(s) prior to the contravention having occurred.
 - 7.2.2 Failure on the part of the Interment Rights Holder to correct any situation that was subject to an arrangement, as provided for in Section 7.2.1, shall be corrected or caused to be corrected by the Municipality and any expenditures incurred by the Municipality in correcting the contravention shall be the responsibility of the Interment Rights Holder.
 - 7.2.3 Notwithstanding paragraph 7.2.1, if the contravention is such that by its continued existence could cause harm to persons or property, or is the accumulation of rubbish arising from work performed by or on behalf of an Interment Rights Holder, the Municipality may immediately, upon becoming aware of the existence of the contravention, cause to have the contravention corrected and any expenditures incurred by the Municipality in correcting the contravention shall be the responsibility of the Interment Rights Holder.

**BEING A BY-LAW TO ENACT RULES
FOR THE MAINTENANCE, MANAGEMENT,
REGULATION AND CONTROL OF THE
MANITOUWADGE CEMETERY.**

8. REPEALING PREVIOUS BY-LAWS:

That By-law No. 94-23 and 98-26 and any other By-laws heretofore passed by the Council of the Corporation of the Township of Manitouwadge with respect to the maintenance, management, regulation and control of the Manitouwadge Cemetery are hereby repealed.

9. EFFECTIVE DATE AND ADOPTION:

This By-law shall come into force and take effect upon the approval of the Cemeteries Regulation Unit Registrar of the Ministry of Consumer Services for the Province of Ontario.

READ 1ST AND 2ND TIME THIS th 11 DAY OF *December*, 2013 AND READ
A THIRD TIME AND FINALLY ENACTED this th 11 day of *December*, 2013


Mayor John MacEachern


Cecile Kerster, Municipal Manager Clerk

 Ontario Ministry of Government Services Cemeteries Regulation	Ministère des Services gouvernementaux Réglementation des cimetières
APPROVED In accordance with the regulations under The Cemeteries Act.	APPROUVE conformément aux règlements afférents à la Loi sur les cimetières.
Date of Approval/ Date de l'approbation	<i>JULY 17/2014</i>
File No of Cemetery/ Numéro de fiche cimetière	<i>04130</i>
By/ Par	<i>[Signature]</i>