

By-law 2014-133

A By-law of the City of Greater Sudbury to Regulate the Maintenance and Management of Cemeteries in the City of Greater Sudbury

Whereas the City of Greater Sudbury owns, operates and maintains cemeteries in the City of Greater Sudbury;

And Whereas the *Funeral, Burial Cremation Services Act, 2002*, S. O. 2002, C. 33 provides for an owner of a cemetery to make By-laws affecting the operation of the cemetery;

And Whereas pursuant to Section 10 of the *Municipal Act, 2001*, c. 25, a municipality may pass by-laws, respecting, inter alia public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act;

And Whereas pursuant to Subsection 8(3) of the *Municipal Act, 2001*, a by-law enacted under Section 10 of the *Municipal Act, 2001* respecting a matter may regulate and prohibit respecting the matter, required persons to do things respecting the matter, and provide for a system of licenses respecting the matter;

And Whereas Section 9 of the *Municipal Act, 2001* provides a municipality with the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under the *Municipal Act, 2001* or any other Act;

And Whereas Sections 23.1, 23.2, 23.3 and 23.5 of the *Municipal Act, 2001* authorize a municipality to delegate certain powers and duties, and impose certain restrictions upon such delegation;

And Whereas section 446 of the *Municipal Act, 2001* provides that where a municipality has the authority to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, such matter or thing may be done at the person's expense and that the municipality may recover the cost of doing such thing or matter by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

Now therefore the Council of the City of Greater Sudbury hereby enacts as follows:

Part 1 – Application - General

Definitions

1. In this By-law:

“Act” means the *Funeral, Burial and Cremation Services Act, 2002*, S.O. 2002, c. 33, as amended from time to time and includes the regulations made thereunder from time to time;

“By-law Enforcement Officer” means a member of any police service with jurisdiction in the City, or any person appointed by Council for the enforcement of municipal by-laws, including this By-law;

“Care and Maintenance Fund” means the Care and Maintenance Fund maintained by the City pursuant to the Act;

“Cemetery” means a Cemetery identified on Schedule “A”;

“Cemetery Services” includes:

(a) in respect of a Lot:

- (i) opening and closing of a Lot;
- (ii) interring or disinterring human remains, including the provision for an Interment service of:
 - (A) a tent or canopy;
 - (B) carrying and lowering devices; and
 - (C) ground cover;
- (iii) providing temporary storage in a receiving vault;
- (iv) corner locating for installation of a Flat Marker, Upright Monument / foundation installation;
- (v) use of the chapel; and

(b) in respect of a Crypt:

- (i) opening, closing and sealing of the Crypt, including the provision of elevating devices;
- (ii) providing temporary storage in a vault or Crypt;
- (iii) installing of adornments on a Crypt; and
- (iv) installing of a memorialization on a Crypt front; and

(c) in respect of a Niche:

- (i) opening, closing and sealing of the Niche;
- (ii) supply and installation of a wreath plate, carved shutter or etched shutter on exterior Niches; and

- (iii) supply and installation of lettering on interior Niches; and
- (d) such other services as the General Manager authorizes from time to time at the Cemetery;

“City” means the municipal corporation of the City of Greater Sudbury or the geographical area, as the context requires;

“Columbarium” means a structure in a Cemetery designed for interring cremated human remains in compartments known as Niches;

“Council” means the Council of the City of Greater Sudbury;

“Crypt” means a sealed compartment in a Mausoleum containing or designed to contain human remains;

“Flat Marker” means a permanent memorial set flush with the surface of the ground, and used to mark the location of an Interment in a Lot;

“General Manager” means the City’s General Manager of Community Development and includes her or his authorized designates;

“Interment” includes the process of opening a Crypt or a Lot to place human remains or cremains therein and the process of opening a Niche to place human cremains therein and the subsequent closing of the Crypt, Lot or Niche as the case may be;

“Interment Rights” means the right of an Interment Rights Holder to authorize the Interment of human remains or human cremains in the Lot, Niche or Crypt identified in a Interment Rights Certificate issued to the Interment Rights Holder, all in accordance with this By-law;

“Interment Rights Certificate” means the certificate issued by the City to the Interment Rights Holder to document the Interment Rights in the Lot, Niche or Crypt, described in the Interment Rights Certificate;

“Interment Rights Holder” means the person(s) lawfully entitled to exercise the Interment Rights in the Lot, Niche or Crypt described in the Interment Rights Certificate;

“Lot” means an area of land within a Cemetery, containing or set aside to contain human remains or cremains and includes an adult Lot, a veteran’s adult Lot, a child’s Lot, a cremation Lot, a green burial Lot and a Mausoleum Lot;

“Niche” means a compartment in a Columbarium or Mausoleum containing or designed to contain human cremains;

“Mausoleum” means a building or structure in a Cemetery, other than a Columbarium, used as place for the Interment of the human remains or human cremains;

“Ministry” means the Ministry of Consumer Services for the Province of Ontario;

“Plan” refers to the plan of a Cemetery, maintained by the General Manager which shows the configuration of the Cemetery and areas within that Cemetery which have been designated as adult Lots, veteran’s adult Lots, child’s Lots, cremation Lots, Green burial Lots, Mausoleum Lots, Columbaria or City Mausoleum, as the case may be;

“Plot” means two or more Lots in which the Interment Rights have been sold as a unit;

“Private Mausoleum” means a Mausoleum containing not fewer than 4 Crypts and not more than 10 Crypts and occupying an area of not more than 250 square feet, constructed on a Lot designated as a Mausoleum Lot in the Plans for the Lasalle Cemetery, by the owner of the Interment Rights for that Mausoleum Lot and intended for and used for the Interment of remains of members of the family of the Interment Rights holder in that Mausoleum Lot;

“Purchase Agreement” means a contract for the purchase of Interment Rights or the purchase of Cemetery Services;

“Public Register” means electronic, or written records maintained by the City in accordance with the Act and regulations thereunder;

“Scattering” means the act of spreading cremated human remains over a designated area within a Cemetery and Scatter has a similar meaning;

“Upright Monument” means any permanent memorial which projects above ground level and is used to mark the location of an interment in a Lot;

“Urn” means a container used to hold cremated human remains;

“User Fee By-law” means the City’s Miscellaneous User Fee By-law 2014-3 as amended or replaced from time to time; and

“Visiting Hours” means the hours that a Cemetery or a public Mausoleum are open to the public.

Interpretation

2.-(1) Whenever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances.

(2) References to items in the plural include the singular, as applicable.

(3) The words “include”, “including” and “includes” are not to be read as limiting the phrases or descriptions that precede them. Any examples provided are intended to be representative examples and not intended to be an exhaustive list.

(4) Headings are inserted for ease of reference only and are not to be used as interpretation aids.

(5) Specific references to laws in the By-law are printed in italic font and are meant to refer to the current laws applicable with the Province of Ontario as at the time the By-law was enacted, as they are amended from time to time.

(6) Any reference to periods of time, stated in numbers of days, shall be deemed applicable on the first business day after a Sunday or Statutory holiday if the expiration of the time period occurs on a Sunday or Statutory holiday.

(7) The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or contract.

(8) Terms with capitals shall be read with the meaning in Section 1, and other words shall be given their ordinary meaning.

Severability / Conflict

3.-(1) If any section, subsection, part or parts of this By-law is declared by any court of law to be bad, illegal or ultra vires, such section, subsection, part or parts shall be deemed to be severable and all parts hereof are declared to be separate and independent and enacted as such.

(2) Nothing in this By-law relieves any person from complying with any provision of any Federal or Provincial legislation or any other By-law of the City.

(3) Where a provision of this By-law conflicts with the provisions of another By-law in force in the City, the provision that establishes the higher standard shall prevail.

Administration/ Delegation

4.-(1) The administration of this By-law is assigned to the General Manager who is delegated the authority to:

- (a) make all decisions required of the General Manager under this By-law;
- (b) perform all administrative functions identified herein and those incidental to and necessary for the due administration of this By-law; and
- (c) establish and amend from time to time, such forms and other documents, and such protocols and procedures as the General Manager may determine are required to implement and administer this Bylaw.

(2) The General Manager shall administer the Cemeteries in compliance with the Act and this By-law and without limiting the generality of the foregoing, shall:

- (a) attend to the regular and proper maintenance of each Cemetery;
- (b) address concerns and complaints about the operation and maintenance of any Cemetery raised by members of the public; and
- (c) carry out any duties assigned under the Act, including without limitation, keeping a Public Register, collecting and maintaining funds for the Care and Maintenance Fund and the Pre-Need Assurance Fund; issuing Interment Rights Certificates.

(3) The General Manager may delegate the performance of any one or more of his or her functions under this By-law to one or more persons from time to time as the occasion requires and may impose conditions upon such delegation and may revoke any such delegation. The General Manager may continue to exercise any function delegated during the delegation.

(4) Unless specifically provided to the contrary, the decisions of the General Manager are final and not subject to appeal.

Application

5. This By-law shall apply to every Cemetery identified in Schedule A and described by name and address in Column A in the chart on Schedule "A" and by legal description in Column B of the chart.

Part 2 – Cemetery Services

Sale of Cemetery Services

6.-(1) No person under the age of 18 years shall be entitled to purchase any Cemetery Services or to purchase Interment Rights in any Cemetery.

(2) Interment Rights, if any, available for sale in each Cemetery identified in Column A on the chart in Schedule A, are described in Column D of the said chart.

(3) Any person wishing to purchase Cemetery Services or Interment Rights for a Cemetery shall:

- (a) enter into a Purchase Agreement in a form established by the General Manager from time to time for that type of Cemetery Services;
- (b) pay the applicable fees determined in accordance with the User Fee By-law or in the case of an indigent person, provide a warrant signed by the Office of the Public Trustee and Guardian or by the City's Director of Social Services accepting responsibility for all costs for any Interment rights and/or Cemetery Services;
- (c) in the case of a purchase of Interment Rights in a Lot, Niche or Crypt shall identify in the Purchase Agreement, the person or persons to be named in the Certificate of Interment Rights as the Interment Rights Holder who need not be the person entering the Purchase Agreement for the Interment Rights;
- (d) in the case of purchase of Interment Rights pay an amount towards the Care and Maintenance Fund determined in accordance with the User Fee By-law;
- (e) in the case of the purchase of Cemetery Services for Interment in a Lot, Niche or Crypt, provide evidence satisfactory to the General Manager that the person is the Interment Rights Holder or otherwise has authority to authorize Interment in the specified Lot, Niche or Crypt;

- (f) in the case of the purchase of Cemetery Services for Interment of cremains in a Niche or Crypt:
 - (i) provide a Certificate of Cremation for the deceased signed by the Superintendent of the Crematorium at which the cremation took place; and
 - (ii) also purchase for installation in the case of a Niche, a wreath plate, etched shutter or inscribed shutter;
 - (g) in the case of the purchase of Interment Services for Interment of remains in a Lot or Crypt, provide a Burial Permit for the deceased;
 - (h) in the case of the purchase of Interment Services for the Interment of remains in a green burial Lot, evidence satisfactory to the General Manager that the remains and the casket to be interred are or will be compliant with Section 13;
 - (i) in the case of the purchase of Cemetery Services for a disinterment, provide:
 - (i) an order for disinterment pursuant to the Act; or consent of the Interment Rights Holder for the Lot or Crypt; or if permitted by the Act, the consent of the Registrar in place of the consent of the Interment Rights Holder;
 - (ii) evidence satisfactory to the General Manager that the Medical Officer of Health of the Sudbury and District Health Unit has been notified of the proposed disinterment in accordance with the Act; and
 - (iii) such other documentation as may be required under the Act from time to time;
 - (j) in the case of purchase of Cemetery Services for the installation of a memorialization, provide the particulars of the memorialisation; and
 - (k) provide such other information or documentation as the General Manager may require to confirm compliance with this By-law, the Act or to assess the request to purchase the Cemetery Services or the Interment Rights.
- (4) All amounts of fees and charges payable under this By-law, including Care and Maintenance Charges and applicable terms of payment are set out the User Fee By-law. Any fees and charges, if unpaid are a debt to the City, bearing interest as provided for in the User Fee By-law and enforceable by any means available at law.

Public Register

7.-(1) The General Manager is responsible to establish and maintain, as information is available, a current Public Register to record particulars for each Lot, Niche and Crypt of the sale, transfer, repurchase of Interment Rights, names of Interment Right Holders, and the number and type of Interments in each Lot, Niche or Crypt. The Public Register should include such historical information as may be available for each Cemetery. In the event that the City acquires or becomes responsible for a Cemetery for any reason, the General Manager should record such information as is made available to him or her for that Cemetery.

(2) The Public Register maintained by the City shall be the official record for each Cemetery. Any person who feels the information in the Public Register is inaccurate may provide evidence to support his or her position, and the General Manager, if he or she agrees, may update the Public Register and record the basis for the change.

Consumer Protection

8.-(1) Every purchaser of Cemetery Services shall be entitled to the consumer protection provisions available under the Act.

(2) Where a Purchase Agreement is entered into for the purchase of Cemetery Services or for the Purchase of Interment Rights the General Manager shall provide to each person who signs a Purchase Agreement:

- (a) a copy of the signed agreement;
- (b) a copy of this By-law and the Price List for Cemetery Services and Interment Rights;
- (c) a copy of the Ministry's Consumer Information Guide; and
- (d) and such documents and other materials as may be required pursuant to the Act from time to time.

Part 3 – Interment Rights / Interment

Issuance & Delivery - Interment Rights Certificate

9.-(1) Where a Purchase Agreement is entered into for the purchase of Interment Rights, the purchaser shall be entitled to receive an Interment Rights Certificate for the Interment rights purchased in the Lot, Niche or Crypt, in addition to the deliverables described in Subsection 8(2).

(2) Every Interment Rights Certificate issued by the General Manager shall be in the form established by the General Manager from time to time and shall:

- (a) identify the Cemetery to which the Interment Rights apply;
- (b) describe the Lot, Niche or Crypt to which the Interment Rights apply by reference to the Plan for the Cemetery and by type eg. veteran's adult, adult, child's, cremation or green burial Lot or Interior or Exterior Niche or Crypt type and level;
- (c) set out the name or names of the Interment Rights Holder identified in the purchase agreement, whether or not same is the person who purchased the Interment Rights;
- (d) set out a unique Certificate Number;
- (e) include such other information as determined by the General Manager; and
- (f) bear the signature of the General Manager.

(3) Despite anything else herein, no Certificate of Interment Rights shall be issued until payment in full of the applicable fees and charges including the Care and Maintenance Charges.

(4) Upon payment in full, the General Manager may release the Certificate of Interment Rights to the person who entered into the Purchase Agreement or to such other person as the purchaser may direct in writing. If so directed in writing by the person who purchased the Interment Rights, the General Manager may mail or otherwise forward the Certificate of Interment Rights in accordance with the written directions, all at the cost of the purchaser.

Issuance – Duplicate Certificate of Interment Rights

10.-(1) The General Manager may issue a duplicate Interment Rights Certificate to the person identified in the Public Register as the Interment Rights Holder upon:

- (a) application by the Interment Rights Holder in a form established by the General Manager from time to time;
- (b) provision of evidence satisfactory to the General Manager that the Interment Rights Certificate has been lost, destroyed or cannot be found; and

- (c) payment of the applicable fee determined in accordance with the User Fee By-law.
- (2) The form of the duplicate Interment Rights Certificate shall be established by the General Manager from time to time and shall be clearly marked as "Duplicate".
- (3) Upon the General Manager issuing the duplicate Interment Rights Certificate and entering the particulars into the Public Register, the original Interment Rights Certificate shall be of no further effect.

Transfer of Interment Rights

11.-(1)An Interment Rights Holder may, in accordance with this By-law and the Act, transfer by gift or sale the Interment Rights he or she owns in a Lot, Niche or Crypt, at any time before the rights are exercised.

(2) An Interment Rights Holder shall not sell the Interment Rights owned by him or her for a price which is in excess of that established in the User Fee By-law in effect as of the date of the transfer for the type of Interment Rights proposed to be sold.

(3) An Interment Rights Holder who is proposing to convey Interment Rights by gift or sale shall provide to the intended transferee of the Interment Rights:

- (a) the Interment Rights Certificate endorsed by both the Interment Rights holder and the City;
- (b) a copy of the then current version of this By-law;
- (c) in the case of Interment Rights in a Plot, a written statement as to the number of Lots in the Plot which have been used and which remain available for use; and
- (d) any other documentation the Interment Rights holder may possess in relation to the Interment Rights being sold.

(4) No transfer of Interment Rights is effective until:

- (a) the transferee has provided to the City:
 - (i) the original Interment Rights Certificate duly completed and endorsed in favor of the transferee and signed by both the vendor for signature by the City and cancellation or

- (ii) an affidavit or other evidence satisfactory to the General Manager confirming that the Interment Rights Certificate was lost or destroyed;
- (b) the transferee has paid to the City the applicable administrative fee, determined in accordance with the User Fee By-law;
- (c) the General Manager has entered the particulars of the transfer in the Public Register; and
- (d) the General Manager has issued a replacement Interment Rights Certificate to the transferee(s) of the Interment Rights.

(5) Nothing herein prevents the City from repurchasing Interments Rights from an Interment Rights holder or requires the City to repurchase Interment Rights from an Interment Rights Holder. In the event that the City chooses to repurchase Interment Rights from an Interment Rights holder, the City will pay the original purchase price for those Interment Rights, net of the care and maintenance charges paid at the time of acquisition.

Interment Process

12.-(1) No person shall open or close a Lot, or open or seal a Niche or Crypt, inter any remains or any cremains in a Cemetery except a City employee or City contractor, acting on the written authorization of the General Manager.

(2) No person other than an authorized City employee or City contractor shall be entitled to be present at an Interment in a Crypt of a type designated as a Westminster Crypt.

Limitations – Use of Lot, Niche or Crypt

13. The following guidelines and limitations apply to Interment in a Lot, Niche or Crypt in a Cemetery:

- (a) only human remains in a casket may be interred in a Lot or Crypt;
- (b) only human cremains which are in an Urn may be interred in a Lot or Niche;
- (c) only the remains or cremains of veteran and a veteran's spouse may be interred in a Lot in a section of a Cemetery designated on the Plan for that Cemetery as a veteran's Lot section;

- (d) only the remains or cremains of a child who was under the age of 6 years at time of his or her death and the cremains of one or both parents of the child may be interred in a Lot in a section of a Cemetery designated on the Plan for that Cemetery as a child's Lot section;
- (e) only remains which are in a container: comprising a casket made of natural wood or a shroud or biodegradable body bag; which does not use any synthetic materials or metals in the fabrication or decoration; and does not involve the use of any form of outside container such as steel or fibreglass vault may be interred in a green burial Lot;
- (f) only remains with respect to which any noxious chemicals or fluids other than those certified as eco-friendly were used for preservation, may be interred in a green burial Lot;
- (g) extra depth or double depth burials are not permitted in any Cemetery; and
- (h) only an Urn will be permitted to be placed in a Niche.

Maximum Number of Interments in a Lot, Niche or Crypt

14. For each type of Lot, Niche or Crypt of the type described in Column A of the chart on Schedule "B" attached to this By-law, the maximum number and type of Interments shall be restricted as set out in Column B of the chart on Schedule B. For clarification, reference in the chart on Schedule B to 'casket' refers to Interment of human remains in a casket and 'urn' refers to Interment of human cremains in an Urn.

Scheduling of Interment

15.-(1) The General Manager, may, in his or her sole discretion, schedule such number of Interments in a Cemetery at such times as he or she feels is appropriate, considering the following guidelines:

- (a) Interments should not begin:
 - (i) before 9:30 a.m. on any day, after 2:30 p.m. on a day between Monday and Saturday; or
 - (ii) on a day which is a Sunday, Good Friday, Christmas Day or Boxing Day, except pursuant to an order of the Medical Officer of Health for the Sudbury and District Health Unit;
- (b) Interments should not be scheduled without at least:

- (i) 48 hours advance notice in the case of an Interment of remains in summer conditions;
 - (ii) 72 hours advance notice in the case of Interment of remains in winter conditions; or
 - (iii) 2 weeks advance notice in the case of Interment of cremains;
- (c) Interments should not be scheduled on a day or at a time where the General Manager in his or her sole discretion determines that adequate resources are not available, due to other scheduled Interments or due to any other reason.

(2) The General Manager may, in his or her sole discretion, cancel or suspend all or any scheduled Cemetery Services pertaining to an Interment where, he or she determines that it is inappropriate to proceed as scheduled, for any reason, including without limitation, weather conditions, ground conditions, limited accessibility to the Lot, Niche or Crypt or delay in commencing the Interment.

(3) In the event the General Manager cancels or suspends all or any scheduled Cemetery Services pertaining to an Interment pursuant to Subsection (2), the General Manager shall arrange for the Interment as soon thereafter as conditions permit and may direct that the casket or Urn be temporarily stored without charge until the Interment can occur.

(4) In the event that an Interment is delayed until after 2:30 p.m. on a day between Monday and Friday inclusive or after 1:00 p.m. on a Saturday, for any reason not attributable to the fault or actions of a City employee, the person purchasing the Cemetery Services for Interment shall be subject to a fee determined in accordance with the User Fee By-law, in addition to any other fees or charges payable and whether or not referenced on the Purchase Agreement. Such fee shall be due and payable on the terms provided for in the User Fee By-law.

Temporary Storage

16.-(1) Upon compliance with Section 6, Cemetery Services for temporary storage of a casket bearing human remains in a building in a Cemetery will be available during all or any part of the period between the first day of December and the fifteenth day of May of the following year, unless:

- (a) the deceased person died from a communicable disease as defined in the *Health Protection and Promotion Act*, or
- (b) the body of the deceased person has not been embalmed.

(2) Despite any other provision of this By-law or the User Fee By-law, no fee shall be payable for Cemetery Services for the temporary storage of a casket bearing human remains if the General Manager is satisfied that the remains of the deceased will be interred in any Cemetery in the City.

Part 4 - Disinterment

DisInterment - General

17.-(1)No person shall disinter any human remains or human cremains interred in a Cemetery, except a City employee or City contractor, acting on the written instruction of the General Manager.

DisInterment - Human Remains other than Cremains

18.-(1)A person may purchase Cemetery Services for disinterment of remains or cremains upon compliance with Section 6.

- (2) The purchaser of the Cemetery Services for disinterment shall at his or her own cost:
- (a) have any Flat Marker or Upright Monument on the Lot removed prior to the disinterment and disposed of or re-installed after the disinterment as may be appropriate;
 - (b) provide a new outer case for use at the time of disinterment if the General Manager, in his or her discretion determines that the original casket or outer container is no longer suitable for the transferring of remains; and
 - (c) provide a metal container capable of being hermetically sealed if the person to be disinterred died from or was isolated prior to his or her death for a disease identified in the R.R.O. 1990, Regulation 557, s. 7, under the *Health Promotion and Protection Act*, as amended from time to time.
- (3) In the event that the Medical Officer of Health advises the General Manager in writing that he or she wishes an inspector to attend the disinterment, the General Manager shall not proceed with the disinterment except in the presence of the inspector.
- (4) The General Manager shall not proceed with a disinterment, unless same is witnessed by either an inspector from the office of the Medical Officer of Health or a duly licenced Funeral Director present to represent the Interment Rights Holder, or both.
- (5) The General Manager shall not permit any person to attend a disinterment except as provided by this By-law or as required at law.

Effect on Cemetery Operations

19. Despite Section 40 the General Manager may, in his discretion close all or part of a Cemetery to the public while a disinterment is in progress.

Limitation on Damages

20. The City is not responsible for damage to any Flat Marker, Upright Monument, decoration, liner or to any casket, Urn, or other container sustained during disinterment or any re-interment which may occur pursuant to this Part.

Part 5 – Markers and Monuments

Permit to Install Markers/Monuments

21.-(1) A person who wishes to have a Flat Marker or Upright Monument installed on a Lot shall be responsible for all costs of purchase and installation.

(2) No person shall or shall direct another to install a foundation for an Upright Monument or install an Upright Marker or place a Flat Marker in a Cemetery except in accordance with this By-law and the terms and conditions of the installation permit issued by the General Manager. An installation permit may be obtained upon application in writing and provision of such information and documents as may be required by the General Manager, all in accordance with a process established by the General Manager from time to time.

Installation Permit

22. No permit for the installation of a Flat Marker or a foundation and Upright Monument in a Cemetery will be issued to the applicant unless:

- (a) any applicable Care and Maintenance charges determined in accordance with the User Fee By-law have been paid to the City;
- (b) the applicant has purchased Cemetery Services for locating the corners of the Lot on which the Flat Marker or foundation and Upright Monument is proposed to be installed;
- (c) the applicant has provided evidence satisfactory to the General Manager of his or her right to have the Flat Marker or Upright Monument installed on the Lot;

- (d) the Flat Marker or the foundation and Upright Monument as the case may be are proposed to be installed on a Lot of a type where is permitted to install a Flat Marker or Upright Monument as the case may be;
- (e) the Flat Marker or the foundation and Upright Monument proposed to be installed are compliant with the requirements of this By-law;
- (f) the installation will be effected by a monument dealer or its authorized staff; and
- (g) the General Manager has been provided with such proof of insurance and other documents as may be required by the General Manager as conditions of installation.

Permitted Numbers - Flat Marker or Upright Monument

23.-(1)The General Manager may authorize or permit the installation of Flat Markers or Upright Monuments up to the maximum number or in the combination identified in Column B of the chart on Schedule "C" on the type of Lot identified on the corresponding line in Column A of the said chart.

Flat Marker – Standards / Installation

24.-(1)The General Manager will not authorize the installation of and no person shall install or authorize or direct the installation of a Flat Marker in a Cemetery, unless the Flat Marker:

- (a) is constructed of granite:
 - (i) with a saw cut uniform thickness of not less than four inches; and
 - (ii) does not exceed the size set out in Column C of the chart on Schedule D for the type of Lot on the corresponding line in Column A; or
 - (b) consists of a bronze plate which:
 - (i) is anchored in a concrete or granite slab; and
 - (ii) does not exceed the size set out in column B of the chart on Schedule D for the type of Lot identified on the corresponding line in Column A or the said chart.
- (2) No person shall install or authorize or direct the installation of a Flat Marker on a Lot in a Cemetery unless:

- (a) the Flat Marker is placed in the location on the Lot determined by the General Manager in his or her sole discretion, provided that in the case of an Adult Lot, the Flat Marker should be placed as close as possible to the head end of the Lot; and
 - (b) the Flat Marker is placed so the top surface of the Flat Marker is flush with the surrounding ground.
- (3) No person shall install or authorize or direct the installation of any picture or photograph attachments on a Flat Marker.

Foundation Standards

25. No person shall install or direct or authorize the installation of a foundation for an Upright Monument unless in addition to complying with all other requirements:

- (a) the foundation is installed in the centre of the head-end of a Lot or such other location as may have been authorized in writing in advance, by the General Manager where the General Manager in his or her discretion determines that the alignment of existing nearby Upright Monuments;
- (b) the foundation is installed such that the surface of the foundation is level with the surrounding ground;
- (c) the foundation has a uniform thickness of at least four inches; and
- (d) the foundation is constructed of granite or of cement with air entrainment, 30 mpa reinforced with synthetic fibers or wire mesh.

Upright Monument – Standards

26.-(1) No person shall erect or install or shall authorize or direct the installation or erection of an Upright Monument unless in addition to complying with Section 24:

- (a) the Upright Monument is erected or installed on a foundation which complies with Subsection 25;
- (b) the Upright Monument:
 - (i) is constructed of granite; and
 - (ii) is no less than 4 inches thick at its narrowest point;
 - (iii) has a base of uniform thickness if the die of the Upright Monument is over 12 inches in height; and

- (iv) has a die of not less than 6 inches in thickness, if the Upright Monument exceeds 36 inches in height, including the base; and
- (c) the Upright Monument does not exceed the dimensions set out in Column B on the chart set out in Schedule E for the type of Lot described on the corresponding line in Column A of the said chart.

Temporary Cross

27.-(1)No person shall erect or authorize or direct the installation of a temporary cross:

- (a) which is wider than 24 inches, or higher than 30 inches from the ground;
or
- (b) except in a section of a Cemetery in which Upright Monuments are permitted.

(2) No person having erected or having authorized or directed the erection of a temporary cross shall permit the temporary cross to remain on a Lot in a Cemetery for more than one year after the date of Interment in the Lot.

Marker/Monument - Removal and Disposition

28.-(1) The General Manager shall have the right to remove and dispose of, without liability, any Flat Marker, foundation for an Upright Monument, Upright Monument or temporary cross:

- (a) which is placed, installed or erected contrary to this by-law;
- (b) does not comply with the requirements for this By-law for a Flat Marker, foundation for an Upright Monument, Upright Monument or temporary Flat Marker or cross; or
- (c) in the case of a temporary Flat Marker or temporary cross, is not removed within one year of the date of Interment in the Lot.

(2) Any removal and disposition pursuant to subsection 28(1) shall be at the expense of the Interment Rights holder, and if unpaid, recoverable by action or any other means open to the City at law.

Part 6 – Monument Decorations / Wreath Plates / Memorialization

Decorations - Upright Monuments

29.-(1) No person shall install or have installed any decorations or adornments on any Upright Monument or Flat Marker unless:

- (a) the Interment Rights Holder has consented in writing to the installation of the decorations or adornments. Evidence of such consent shall be provided to the General Manager upon request;
- (b) the decoration or adornment is made of bronze, stainless steel, granite or marble, unless the decoration or adornment is an eternal light, which need not be made of bronze, stainless steel, granite or marble;
- (c) in the case of an eternal light, it is attached to the base or the die of an Upright Monument on a Lot designated as an adult Lot or a veteran's adult Lot in the Plans for the Cemetery, only, and the base die and light do not exceed 48 inches in height on a double adult Lot or 42 inches on a single adult Lot;
- (d) the decorations or adornments attached to an Upright Monument occupy in total, less than fifty percent of the surface area of the Upright Monument. The surface area shall be determined by multiplying the width of the die by the total height of the Upright Monument including the base; and
- (e) the adornment or decoration is attached in a safe and secure fashion and to the satisfaction of the General Manager.

(2) No person shall place or have placed, an inscription in any location other than the face of a Flat Marker or the front face of an Upright Monument. Despite the foregoing, the family surname will be permitted on the back on an Upright Monument diestone in a Lot in a section of a Cemetery where Lots are laid out such that all Upright Monuments once installed, will face the same direction.

(3) In the event that there is more than one Flat Marker located on a Lot, no person shall attach or have attached, a decoration or adornment to more than one of the Flat Markers on the Lot.

Wreath Plate, Carved Inscription, Etched Inscription - Niche

30.-(1) Every person who purchases Interment Rights in a Niche, shall at the same time, purchase Cemetery Services for the installation at the same time of a wreath plate, carved inscription, etched inscription or bronze lettering on the face of the Niche.

(2) No person shall install a wreath plate, etched shutter, carved shutter or bronze lettered shutter on a Niche except a City employee or contractor acting on the written direction of the General Manager.

(3) A wreath plate, carved shutter, etched shutter or bronze lettered shutter shall identify only the name, date of birth and date of death of each person, whose cremains interred or will be interred in the Niche, and shall be prepared in accordance with the City's then current format and style.

Memorialization - Crypt

31.-(1) An Interment Rights Holder may purchase Cemetery Services for the installation of a memorialization on a Crypt front or for the installation on that memorialization of verse lettering, an emblem, framed picture or other permitted adornment on a memorialization by complying with Section 6.

(2) No person shall prepare or install a memorialization on a Crypt front, or install any verse lettering, emblem, framed picture or other permitted adornment on a memorialization except a City employee or City contractor, on written instruction of the General Manager.

(3) No person shall be entitled to have any memorialization installed on a Crypt front or any verse lettering, emblem, framed picture or other permitted adornment on a memorialization except in the format set out on Schedule F which corresponds to the type of Crypt indicated.

(4) The purchaser of Cemetery Services for the installation of a memorialization on a Crypt front or of verse lettering, emblem, framed picture or permitted adornment on a memorialization shall, at his or her expense, purchase the necessary item or items for installation and arrange to have same delivered, all at one time, to the General Manager for installation. Installation of any items on a Crypt front will not be arranged until all items specified in the Purchase Agreement for installation have been received.

(5) Despite Subsection 31(1), no person shall be entitled to have installed any verse lettering, emblems, framed picture or other adornment on a memorialization on a Crypt front unless:

- (a) it is of a type indicated as an 'optional' choice in subsection 31(3), for the form of memorialization under consideration;
- (b) it is placed in the location shown for that 'optional' choice in subsection 31(3), for the form of memorialization under consideration;
- (c) in the case of an emblem, it is made of solid cast bronze, is the same colour of the bronze lettering and the vase/light unit installed by the City and has no pins on the back;
- (d) in the case of a corner emblem it is no larger than 22 cm in size;
- (e) in the case of a framed picture, the picture and frame together are no larger than 18 cm;
- (f) in the case of a centre emblem, it is no larger than 18 cm in size;
- (g) any lettering proposed is of a size, style and length established by the General Manager for memorializations for Crypt fronts; and
- (h) the optional verse to be added is made of solid cast bronze, in a colour which matches the bronze lettering and vase/light unit already installed in accordance with this By-law and is lettered in the Roman Spazzolato style with letters 2 cm. high and has no pins on the back of the verse.

Part 7 – Decoration – Lot, Columbarium, Mausoleum

Lot Decoration

32.-(1) No person shall erect, attach, place, create, or plant on any Lot in a Cemetery or authorize or direct another to erect, attach, place, create or plant as the case may be:

- (a) copings, fences, curbs, benches, steps, containers or structures made of wood, plastic, wire, glass or which are made of materials which are perishable or destructible, as determined in the sole discretion of the General Manager;
- (b) a floral tribute except at the time of an Interment in that Lot;
- (c) any artificial flower arrangement or wreath:
 - (i) between May 1st and September 30th, unless same is placed within the limits of a flower bed which complies with the requirements of paragraph 32.(1)(d) below;

- (ii) if there is already an artificial flower arrangement or wreath on the Lot; or
 - (iii) without first removing any plastic wrap from the artificial flower arrangement or wreath.
- (d) a flower bed unless:
- (i) the Lot on which the flower bed is to be created is in a section designated on the Plans for that Cemetery as an adult Lot section or a cremation Lot section in which Upright Monuments are permitted;
 - (ii) the flower bed is surrounded by a border made of granite or cement coping; and
 - (iii) the flower bed (including the border) is no wider than the limits of the Lot and no more than twelve inches deep, measured at right angles from the front of the cement foundation of an Upright Monument or from the front face of a Flat Marker;
- (e) a plant stand or a hanging rod:
- (i) unless the plant stand does not exceed 5 feet in height;
 - (ii) if there is a plant stand or hanging rod already on the Lot;
 - (iii) except in a location which is immediately adjacent to an Upright Monument or in front of the Upright Monument and within the area permitted for a flower bed in accordance with paragraph 36(1)(d);
 - (iv) if the plant stand or hanging rod is in the sole discretion of the General Manager, in a location or in a condition which may represent a safety hazard or potential safety hazard to a City employee working in the Cemetery or to a visitor to the Cemetery;
 - (v) except on a Lot in a section designated on the Plans for that Cemetery as an adult Lot section; or
- (f) any shrub unless:
- (i) the shrub is a 'dwarf' variety;
 - (ii) the dwarf shrub is located on a Lot in a section designated on the Plans for the Cemetery as an adult Lot section, veteran's adult Lot section or green burial Lot section;
 - (iii) the dwarf shrub is placed within the area permitted for flower beds; and
 - (iv) the dwarf shrub does not encroach onto or interfere with the use of any abutting Lot or pathway in the Cemetery; or
- (g) any tree; or

- (h) other form of decoration or improvement without the prior approval of the General Manager.

(2) Despite Subsection 32(1) no person shall erect, attach, place, create, or plant on any Lot in a Cemetery or authorize or direct another to erect, attach, place, create or plant as the case may be on a green burial Lot anything other than one non-invasive plant or a small shrub.

(3) No person shall build an elevated mound over any Lot in which an interment has occurred or fill a Lot above the grade of the surrounding land.

(4) The City is not responsible for pruning, fertilizing, watering or any form of maintenance of any form of planting done pursuant to this By-law.

Columbarium Decorations

33. No person shall:

- (a) affix or have affixed any attachments or decorations to the Columbarium wall;
- (b) place any flower, wreath or ornament against or near any part of the Columbarium;
- (c) place any glass vase or other breakable item around the Columbarium;
- (d) in the case of an interior glass Niche unit, place any picture, name plate, personal memento or other item other than an Urn, within the interior glass Niche unit, unless it was first approved by General Manager in writing; or
- (e) otherwise decorate, adorn, improve, or alter the Columbarium or Niche unit in any way without prior written approval of the General Manager.

Mausoleum - Decorations

34.-(1) Except as provided in subsection 34(2), no person shall place any ornament, candle, wreath, glass enclosed floral arrangement or other embellishment in a Mausoleum or arrange for or permit any such placement, or otherwise decorate, adorn, improve or otherwise alter any Mausoleum or Crypt.

(2) Despite subsection 34(1), a person may place artificial flowers in a vase attachment installed on a Crypt provided such flowers do not encroach over or interfere with any other Crypt.

Removal and Disposal / Liability Limitation

35.-(1)The General Manager may, without notice or liability, authorize the removal and disposition of:

- (a) anything erected, created, placed or planted on any Lot, Niche, Crypt or elsewhere in the Cemetery contrary to this By-law;
- (b) any attachment, decoration, memorialisation, embellishment or other item placed or added to any Lot, Niche, Crypt or elsewhere in the Cemetery contrary to this By-law; in contravention of this By-law;
- (c) anything which has been placed, planted, erected, created, attached, on a Lot, or in or near a Columbarium or Mausoleum in accordance with this By-law, but which, in the sole opinion of the General Manager:
 - (i) has become unsightly, neglected, overgrown or extends beyond the permitted limits;
 - (ii) represents a safety hazard or potential safety hazard to any person in the Cemetery;
 - (iii) is necessary to facilitate a burial or otherwise interferes with any use of the Cemetery;
 - (iv) is detrimental to the general appearance of the Cemetery; or
 - (v) is inconvenient to the public; or
 - (vi) for any other reason considered sufficient by the General Manager.

(2) The City shall not be responsible for any costs associated with resetting or replacing a flower bed or repairing or replacing a border or corner posts of a Lot that must be removed or disturbed in order to allow proper room to accommodate a burial or to perform necessary maintenance on any Lot.

(3) The City shall not be responsible for any damage to any Lot, Niche or Crypt or any structure or object thereon; for any flowers or things removed from any Lot, Niche or Crypt; or for damage to any structure or object on a Lot, Niche or Crypt through normal wear and tear.

Part 8 – Cemetery Plantings / Memorial Bench Program / Cemetery Work

Plantings - Cemetery - General

36.-(1)Unless authorized in writing by the General Manager, no person shall:

- (a) do any grading, sodding, seeding, top-dressing, or fertilizing in a Cemetery;
- (b) plant a tree of any type in a Cemetery;
- (c) plant any flowers in a Cemetery other than in a flower bed in accordance with this By-law;
- (d) attach or affix any form of decoration or ornament to a tree in the Cemetery;
- (e) place, construct or erect any copings fences, curbs, benches, steps, containers or structures anywhere in a Cemetery, except on a Lot in accordance with this By-law; or
- (f) engage in any other similar activity which affects the Cemetery or the Lots therein.

Memorial Bench Program

37.-(1) Any person may purchase a memorial plaque for installation upon a City-owned bench, upon application in writing in the form established by the General Manager from time to time, and upon payment of the applicable fee or fees determined in accordance with the User Fee Bylaw. The memorial plaque will be in a size, form and style established by the General Manager and contain an inscription approved at the time of purchase by the General Manager.

(2) The bench with the affixed memorial plaque will be placed in an agreed upon location in a Cemetery for a period of 10 years, unless the arrangement is earlier terminated and may be renewed for a further period of up to 10 years upon application in writing prior to the expiry of the initial term and payment of the applicable fee determined in accordance with the User Fee By-law.

(3) The memorial bench shall at all times remain the property of the City and may be removed from time to time for winter storage or other reason as may be determined in the discretion of the General Manager.

(4) The memorial plaque shall remain the property of the purchaser and at the risk of the purchaser. The City shall not be liable for any loss of or damage to the memorial plaque. The City will make the memorial plaque available for return to the purchaser for a period of 6 months after the expiry of the memorial bench agreement, after which it may be disposed of by the City.

(5) Where memorial benches were purchased and installed prior to the effective date of this By-law, such owner owned memorial benches may remain in place for a period up to ten years from the effective date of this By-law subject to the following:

- (a) no such owner owned memorial bench shall be replaced except in accordance with section 37;
- (b) where not removed on notice in writing to the owner, the City may remove and dispose of an owner owned memorial bench at the cost and expense of the owner, where in the opinion of the General Manager, the owner owned memorial bench has become unsightly or a hazard; and
- (c) the City may relocate an owner owned memorial bench, which in the opinion of the General Manager is in an inappropriate location.

Work in a Cemetery

38. Every person performing any work or task within a Cemetery, including but not limited to a mason, carter, stonecutter, erector, installer of concrete vaults or liners, installer of Upright Monuments, monument foundation or Flat Markers, installer of monument adornments, a person conducting a funeral or memorial service in a Cemetery his, her or their helpers shall conduct his or her work and perform his or her services:

- (a) only on a day and at a time approved in advance by the General Manager;
- (b) subject to the direction and control of the General Manager;
- (c) in accordance with guidelines and procedures established by the General Manager from time to time and provision of such documentation including evidence of applicable insurances, as the General Manager may require from time to time; and
- (d) with due care and attention to the protection of all Upright Monuments, Flat Markers, flower beds, hanging rods, shrubs, fences, benches, grass, trees, and all other property in the Cemetery, not owned by that person.

Part 9 – Private Mausoleums

Private Mausoleum

39.(1) No person shall construct or have constructed a Private Mausoleum in the Lasalle Cemetery without the consent of the General Manager, secured upon application in writing to the General Manager and providing such information and documentation as may be required by the General Manager to assess the application.

(2) The General Manager shall not consent to or permit the construction of a Private Mausoleum in the Lasalle Cemetery unless:

- (a) the person applying to construct the Private Mausoleum has:
 - (i) purchased the Interment Rights for the number of Crypts to be included in the Private Mausoleum;
 - (ii) entered a contract for the purchase of Cemetery Services for Interment in each Crypt;
 - (iii) paid to the City, a sum equal to 20% of the estimated cost of construction (as determined by the Chief Building Official) as the Care and Maintenance fee for the Private Mausoleum; and
 - (iv) entered into the City's standard construction agreement for the construction of the Private Mausoleum and is in compliance with the terms thereof.
- (b) the Private Mausoleum proposed to be constructed by the applicant must:
 - (i) contain not fewer than 4 and not more than 10 Crypts;
 - (ii) not occupy an area on the Mausoleum Lot in excess of 250 square feet; and
 - (iii) have exterior surfaces only of concrete, granite, stone or a material of equal quality approved by the General Manager.
- (c) the application to construct the Private Mausoleum relates only to a Lot designated as a Mausoleum Lot in the Plans for the LaSalle Cemetery;

(2) Any person who receives approval to construct a Private Mausoleum shall:

- (a) enter into an agreement in the form determined by the General Manager from time to time, to govern the construction of the Private Mausoleum; and
- (b) ensure the Mausoleum is constructed:
 - (i) at the applicant's sole cost and expense;

- (ii) in compliance with the Building Permit for the Private Mausoleum and the drawings prepared by or approved by a professional engineer or architect which form part of the application for the Building Permit.

(3) Any Private Mausoleum constructed in accordance with this By-law and accepted by the City shall vest in the City and thereafter be the property of the City and maintained and dealt with in accordance with the City's policies and procedures.

Part 10 - Errors

40.(1) Subject to Subsection 40(4), the City shall at its expense, correct any error in so far as is possible to do so in the circumstances, in the event that the General Manager, though inadvertence:

- (a) authorizes an Interment in a Lot, Niche or Crypt other than the Lot, Niche or Crypt in which the Interment should have occurred;
- (b) permits an Interment in a situation in which there is a dispute as to whether the person who gave consent to the Interment was legally authorized to do so;
- (c) makes an error in recording in the Public Register, the description of the Lot, Niche or Crypt in which Interment Rights are sold;
- (d) sells Interment Rights in a Lot, Niche or Crypt to more than one person;
- (e) makes an error in the information recorded on a wreath plate or memorialization;
- (f) makes an error in locating the Lot Corners for a Flat Marker or installation of a foundation on a Lot; or
- (e) makes any other similar error.

(2) In the event that the Cemetery Manger determines it is appropriate to correct an error of a type described in Subsection 40(1) (a), (c) or (d), he or she shall either substitute Interment Rights in another Lot, Crypt or Mausoleum as the case may be which are of equal value and in a similar location or shall refund the fee paid to acquire the Interment Rights and there shall be no other remedy or recourse against the City.

(3) In the event that the General Manager determines it is necessary to disinter and re-inter any remains in order to correct an error of the type described in Subsection

40.(1)(a), the General Manager shall first obtain the approval of any regulatory authority and shall use reasonable efforts to secure the consent of the Interment Rights holder, at the address in the Public Register.

(4) Despite anything else provided in this By-law. the City shall not be held responsible for errors if:

- (a) the instructions were given over the telephone; or
- (b) improper or inadequate instructions were given to the City, determined in the sole discretion of the General Manager.

Part 11 – Scattering Gardens / Community Dedication Area

41.(1) No person shall scatter cremains in a Cemetery except in an area designated on the Plans for the Cemetery as a Scattering garden areas.

(2) No person shall scatter cremains in a scattering garden unless the person first obtains the written consent of the General Manager, which shall be granted upon the person:

- (a) submitting a written request for the Scattering, containing such particulars as may be required by the General Manager. Any such request shall be submitted at least 10 hours in advance of the proposed Scattering. The 10 hours notice shall correspond to the usual working hours of employees of the City working at the Cemetery;
- (b) paying the appropriate fee; and
- (c) providing a certificate of cremation for the deceased person, signed by the Superintendent of the Crematorium at which the cremation took place.

(3) No person shall be entitled to erect in the Cemetery, a Flat Marker or Upright Monument or other memorial to the deceased person, whose cremated remains have been scattered in the Scattering garden.

(4) The General Manager shall record the name of every person whose remains have been scattered in a Scattering garden in accordance with this by-law, on the Memorial Dedication Board maintained in the Scattering gardens section of the said Cemetery, in the standard format established by the City from time to time.

Community Dedication Area

42.(1) No person or persons shall be entitled to erect or have erected a commemorative monument except in an area designated as the Community Dedication Area on the Plans for the Cemetery.

(2) No person or persons shall be entitled to erect or have erected a commemorative monument unless the erection of the commemorative monument is first approved by resolution of the Council of the City of Greater Sudbury and the commemorative monument is erected consistent with the said resolution of Council.

(3) Despite anything in this By-law to the contrary, no person shall erect, attach, place, create or plant, any form of Lot decoration in or around a commemorative monument.

Part 12 – Hours / Conduct in a Cemetery

Hours

43.-(1) The Visiting Hours for each Cemetery are established as 7:00 a.m. to 10:00 p.m. inclusive on every day in the year.

(2) Despite Subsection 43(1), Visiting Hours for any public Mausoleum are limited to 7:30 a.m. to 9:00 p.m. inclusive on every day of the year.

(3) Except as otherwise provided in this By-law, any person may attend at a Cemetery during the Visiting Hours for any purpose not contrary to this By-law.

Prohibitions - Behaviour

44.-(1) No person shall:

- (a) enter any Cemetery, save through an established entrance, unless such person is a By-law Enforcement Officer;
- (b) enter or be within any Cemetery except during Visiting Hours;
- (c) give any reward for personal services or attention or any gratuity to any officer or employee of the City;
- (d) operate any bicycle, skateboard, scooter, in-line skate, motorized snow vehicle, motorcycle or off-road vehicle within any Cemetery;
- (e) allow or permit any animal to enter or remain in any Cemetery;

- (f) carry refreshments upon, or consume refreshments in any Cemetery;
 - (g) bring, permit to be brought or consume any alcoholic beverage in any Cemetery;
 - (h) deposit rubbish or debris in any Cemetery except in receptacles provided for that purpose;
 - (i) engage in soliciting of any kind in any Cemetery;
 - (j) operate any vehicle within any Cemetery at a speed in excess of 25 kilometres per hour;
 - (k) operate any vehicle in a Cemetery except on the roadways in the Cemetery designated for vehicular traffic; or
 - (l) permit a child under the age 16 years of age in a Cemetery unless such child is accompanied by an adult who is exercising reasonable supervision over the child.
- (2) Nothing in Subsection 44(1) shall prevent a person who is assigned to perform a duty in a Cemetery from:
- (a) being within a Cemetery, outside Visiting Hours, when their assigned task requires them to be present;
 - (b) carrying or consuming refreshments in a Cemetery, within an area designated by the General Manager for such purposes

Part 13 - Enforcement - No Obstruction - Self Identify Etc.

45 .-(1)This By-law may be enforced by any By-law Enforcement Officer.

(2) No person shall hinder or obstruct, or attempt to hinder or obstruct, any Person exercising a power or performing a duty under this By-law.

(3) No person shall fail to identify himself or herself to a By-law Enforcement Officer when requested to do so.

- (2) Where any person contravenes any of the provisions of this By-law the permission of such person to remain in that Cemetery is revoked.
- (3) Every person present in a Cemetery is subject to all applicable City By-laws and all Provincial and Federal laws and regulations. Where any person contravenes the provisions of any applicable City By-law, or Provincial or Federal law or regulation while in a Cemetery , the permission of such person to remain in the Cemetery is revoked.
- (4) The General Manager or a By-law Enforcement Officer or any person under contract with the City to provide security services in a Cemetery may orally or in writing, order any person he or she believes to be in contravention of this By-law or any other applicable City By-law or Provincial or Federal law or regulation, to:
- (a) cease the activity that is in contravention of this By-law; or
 - (b) leave the Cemetery
- (5) No person shall fail to comply with an order issued pursuant to Subsection 46(4) by the General Manager or by a By-law Enforcement Officer or any person under contract with the City to provide security services in Cemeteries.

Offences and Penalties

47.-(1) Every person who contravenes any of the provisions of this By-law and any director or officer of a corporation who concurs in such contravention is guilty of an offence and on conviction is liable to a fine as provided for in the *Provincial Offences Act*.

(2) For the purposes of Subsection 47 (1), each day on which a person contravenes any of the provisions of this By-law shall be deemed to constitute a separate offence under this By-law.

(3) The levying and payment of any fine as provided for under the *Provincial Offences Act* shall not relieve a person from the necessity of paying any costs or charges for which such person is liable under this By-law.

(4) An offence and subsequent conviction under this By-law pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P. 33 or the *Municipal Act, 2001*, shall not be deemed in any way to preclude the City from issuing a separate legal proceeding to recover charges, costs and expenses incurred by the City and which may be recovered in a Court of competent jurisdiction.

(5) The making of a false or intentionally misleading recital of fact, statement or representation in any application provided required by this By-law shall be deemed to be a violation of the provisions of this By-law.

Costs Recoverable as Debt

48. Every person who acts in contravention of this By-law so as to cause the City to incur costs due to his or her actions, shall, in addition to any penalty provided for herein, be liable to the City for all expenses incurred for the purpose of repairing or replacing damaged property or removing unauthorized materials and such expenses may be recovered by court action.

Prohibition Order

49. When a person has been convicted of an offence under this By-law, the Ontario Court (Provincial Division), or any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation of the offence or doing of any act or thing by the person convicted directed towards the continuation of the offence.

Confidential Information

50.- (1)All information submitted to and collected by the City, will, except as otherwise provided in this Section, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA).

(2) In the event that any person in submitting information to the City or to the General Manager in any form, as required under this By-law, where such information is confidential or proprietary or otherwise may be exempt from disclosure under the MFIPPA, the person submitting the information shall so identify that information upon its submission to the City or the General Manager and shall provide sufficient details as to the reason for its purported exemption from disclosure.

Onus

51. The onus is on the person claiming a right under this By-law, including the right to exercise the privileges of an Interment Rights Holder, to produce evidence to the satisfaction of the General Manager which establishes that the person is entitled to exercise such right.

Short Title

52. This By-law shall be known as the “Cemetery Maintenance By-law”.

Schedules

53. Each of the following schedules attached hereto is incorporated in to and forms a part of this By-law:

Schedule A	Cemeteries
Schedule B	Maximum Number of Interments in a Lot, Niche or Crypt
Schedule C	Maximum Number and Combination of Monuments and Flat Markers Permitted to be Installed on Various Types of Lots
Schedule D	Flat Markers – Maximum Permitted Size
Schedule E	Maximum Size of Upright Monuments
Schedule F	Memorization Permitted on Various Types of Crypts

Repeal

54.-(1) By-law 2003-47 and every amending By-law is hereby repealed.

(2) The repeal of a By-law does not:

- (a) affect the previous operation of any By-law so repealed;
- (c) affect any right, privilege, obligation or liability acquired, accrued, accruing, or incurred under the By-law so repealed;
- (d) affect any offence committed against any By-law so repealed or any penalty or forfeiture or punishment incurred in respect thereof; or affect any investigation, legal proceeding or remedy in respect of such privilege, obligation, liability, penalty, forfeiture or punishment.

Transition

55.-(1) The repeal of a By-law by Section 54 above does not affect any Interment Rights Certificate or Purchase Agreement of Cemetery Services or Cemetery Supplies entered into in accordance with any such By-law.

(2) Notwithstanding the repeal of the By-law identified in Section 54, any amounts due and payable under the said by-law or any amendment thereto remain due and payable.

Effective Date

56. This By-law shall come into effect and take force upon filing and approval by the Registrar under the Act.

Read and Passed in Open Council this 10th day of June, 2014.

_____“original signed”_____Mayor

_____“original signed”_____Clerk

Schedule "A"
By-law 2014 -133
Cemeteries

- 1.-(1) Each Cemetery identified in Column A as legally described in column B is a Cemetery for the purposes of this By-law.
- (2) Each Cemetery identified in Column A offers or offered, Interment Rights of the type indicated in the Column D.
- (3) Interments still occur in the cemeteries identified in Column A, where indicated "yes" in Column C.

Cemetery - Locations and Services Offered

Column A Cemetery - Name and Address	Column B Legal Description	Column C Interments Still Take Place	Column D Interment Rights available in				
			Casket Lots	Cremation Lots	Exterior Niche Units	Interior Niche Units	Crypts
Anglican Cemetery 375 Regent Street, Sudbury	Lot: PT 7 Conc: 3, Pt. 1, 53R-15961 Twp of McKim	yes	no	no	no	no	no
Beaver Lake Cemetery 21 Salo Road, Beaver Lake	Parcel 12171 S.W.S. Pt. Lo: 2, Conc. 5 Twp of Lorne	yes	yes	yes	no	no	no
Blezard Valley Cemetery (Our Lady of the Rosary R.C. Cemetery) 2770 Main St. W. Reg. Rd. 80 Blezard Valley	Parcel 28722, S.E.S., Pt Lot 11, Conc. 6, Parcel 504, Block A, M-25, Twp of Blezard Valley East	yes	no	no	no	no	no
Capreol Cemetery (Our Lady of Mercy) 151 Hannah Road, Capreol	Parcel 3873 S.E.S., Pt. Lot 9, Conc. 6 Twp of Capreol	yes	yes	yes	yes	no	no
Chelmsford Protestant, 3251 Hwy 144, Chelmsford	Parcel 5692 S.W.S., Pt. Lot 3, Conc. 2, Twp of Balfour	no	no	no	no	no	no
Civic Memorial Cemetery 365 Second Avenue Sudbury	Parcel 53787 S.E.S., Pt. Lot 12, Con. 4, Pt. 1-9, R- 11001, Twp of Neelon	yes	yes	yes	yes	yes	yes
Coniston Catholic Cemetery Rideau Avenue, Coniston	Part of Parcels 2625 SES and 448864 SES, Part Lot 4, Conc 3, Neelon Twp.	no	no	no	no	no	no
Eyre Cemetery 385 Regent Street, Sudbury	Part of Lot 7, Conc. 3, Twp of McKim	yes	no	no	no	no	No

**Schedule "A"
By-law 2014 - 133**

Column A Cemetery - Name and Address	Column B Legal Description	Column C Interments Still Take Place	Column D Interment Rights available in				
			Casket Lots	Cremation Lots	Exterior Niche Units	Interior Niche Units	Crypts
Good Shephard Cemetery 139 Skead Road, Garson	Parcel 10365 SES Lot 3, Con 3 Garson Twp	Yes	no	no	no	no	No
Grassy Lake Cemetery 732 Grassy Lake Rd. Whitefish	Part Lot 7, Conc. 5, Twp of Lorne	No	no	no	no	no	No
Lasalle Cemetery (Sudbury R.C. Cemetery) 390 Lasalle Blvd. Sudbury	Part of Lot 4, Conc. 6, Lot 74, RCP 78-S, Twp of McKim	Yes	no	no	yes	no	No
Long Lake Cemetery	PIN 73475-0288(LT) Formerly Parcel 6078 SES Part of Lot 6, Con 5, Twp of Broder	no	no	no	no	no	no
Maplecrest Cemetery 595 Simmons Road, Dowling	Parcel 8828 SWS, Pt. Lot 6, Conc 2, Twp of Dowling	Yes	yes	yes	no	no	No
McFarlane Cemetery (St.Mathieu's Cemetery) 2780 Algonquin Rd. Sudbury	Parcel 4190 SES, Pt Lot 5, Conc 6, Twp of Broder	Yes	no	no	no	no	No
Ruff Family Cemetery Goodwill Road, Garson	Parts 1 and 2 on Plan 53R-19082 Lot 12, Con 2, Falconbridge Twp	No	no	no	no	no	No
St. Stanislaus Cemetery 3550 Municipal Road 55 Lively	Parcel 21038 SWS, Pt. Lot 4&5, Con 5, Pts 1,3,5,7, R- 2919 Twp of Waters	Yes	yes	yes	yes	no	No
St. John's Cemetery 34 Garson-Coniston Hwy, Garson	Parcel 47957 SES, Pt. Lot 4, Conc. 2, Pt. 1, R-11261, Twp of Garson	Yes	yes	yes	yes	no	No
St. Joseph Cemetery 4533 Municipal Road 15 Chelmsford	Parcel 30495, Pt. 1, R- 15611, Parcel 17326; 28206; 28179 SWS, Pt Lot 11, Conc. 4, Twp of Rayside	Yes	yes	yes	yes	no	no

**Schedule "A"
By-law 2014 - 133**

Column A Cemetery - Name and Address	Column B Legal Description	Column C Interments Still Take Place	Column D Interment Rights available in				
			Casket Lots	Cremation Lots	Exterior Niche Units	Interior Niche Units	Crypts
St. Jacques Cemetery 50 Cote St. Hanmer	Parcel 50685 S.E.S., Pt Lot 12, Conc. 3, Pts 1, 2, 3, R-14966, Twp of Capreol	yes	no	no	no	no	no
Valley East Cemetery 170 Gravel Drive, Hanmer	Parcel 37364 S.E.S., Pt Lot 1, Conc. 4, Pt. 1, R-4347, Twp of Hanmer	yes	yes	yes	yes	no	no
Wahnapitae Catholic Cemetery 55 Colonization Road, Wahnapitae	Part of Parcel 1178 SES Lot 9, Con 3, Dryden Twp	no	no	no	no	no	no
Wahnapitae Protestant Cemetery Savard Rd., Wahnapitae	Lot 9, Conc. 3 Dryden Twp	no	no	no	no	no	no
Waters Cemetery 96 White Road, Lively	Parcel 21630 SWS, Pt Lot 6, Conc. 4, Pt. 1, R-3046, Twp of Waters	yes	yes	yes	no	no	no
Whitefish Public Cemetery 5015 Municipal Road 55 Whitefish	Parcel 27771"A", SWS, Pt. Lot 2, Conc. 1, Pt. 1, 2, 3, R-9832, Twp of Denison	yes	yes	yes	no	no	no
Whitefish Catholic Cemetery 145 Bay Street, Whitefish	Parcel 945 S.W.S., Pt. Lot 2, Conc. 2 Pt Block A, M-19, Twp of Denison	yes	yes	yes	no	no	no

**Schedule B
To By-Law 2014- 133
Maximum Interments in a Lot, Niche or Crypt**

Column A Type of Lot, Niche or Crypt in which Interment Rights are held	Column B Type and Maximum Number of Interments in that type of Lot, Niche or Crypt
Adult Lot	(a) one casket and three Urns; or (b) four Urn Interments but no casket
Veteran's Adult Lot	(a) one casket and one Urn or (b) two Urns but no casket
Veteran's Cremation Lot	Two Urns
Green Burial Lot	One casket
Child's Lot	(a) one casket of not more than 40 inches in length and two Urns; or (b) three Urns
Cremation Lot - 2' x 2'	Two Urns
Cremation Lot – 4' x 5'	Four Urns
Exterior Niche Granite- 12" x 12" Unit	Two Urns
Interior Niche Marble – 12" x 12" Unit	Two Urns
Interior Niche Bronze – 12" x 12" Unit	Two Urns
Interior Niche Granite – 12" x 12" Unit	Two Urns
Interior Niche Granite 12" x 16" Unit	Three Urns
Interior Niche Granite – 12" x 18" Unit	Three Urns
Interior Niche Glass - 12" x 12" Unit	One Urn
Interior Niche Glass - 16" x 12" Unit	Two Urns
Interior Niche Glass - 24" x 12" Unit	Three Urns
Interior Niche Glass – 29" x 12"	Three Urns
Interior Niche Glass 24" x 24" Unit	Six Urns
Single Mausoleum Crypt	One casket and one Urn
Double Mausoleum Crypt	Two caskets and two Urns
Westminster Crypt	Two caskets and two Urns
False Couch Crypt	Two caskets and two Urns
Couch Crypt	Two caskets and two Urns
Family Couch Crypt	Four caskets and four Urns
Family False Couch Crypt	Four caskets and four Urns

**Schedule C
To By-Law 2014-133**

**Maximum Number and Combination
of Monuments and Flat Markers
Permitted to be Installed on Various Types of Lots**

Column A Lot Type	Column B Maximum Number of /combination of Flat Markers and Upright Monuments
Adult Lot (not less than 10 feet long)	a) one Flat Marker and one Upright Monument; or b) two Flat Markers
Adult Lot (not less than 10 feet long) Note: a third marker will be allowed if the total length of the second and third flat markers does not exceed 30 inches and the total area of the second and third markers does not exceed 600 square inches.	
Veteran's Lot (not less than 10 feet long)	a) one Flat Marker and one Upright Monument; or b) two Flat Markers
Green Burial Lot	a) one Flat Marker or b) one Upright Monument Note: Foundation not permitted. All Markers must be or natural stone and not have any preservative or any other substance applied to the surface
Child's Lot 3 feet by 5 feet or 2 feet by 4 feet	a) one Flat Marker and one Upright Monument; or b) two Flat Markers
Cremation Lot 2 feet by 2 feet 3 feet by 3 feet	one Flat Marker
Cremation Lot 3 feet by 5 feet 4 feet by 2 feet 4 feet by 5 feet 8 feet by 2 feet	one Flat Marker or one Upright Monument

**Schedule D
To By-Law 2014 - 133**

Flat Marker Maximum Permitted Size

Column A - Type of Lot	Column B - Flat Marker - bronze plate anchored in a concrete or granite slab		Column C - Flat Marker - granite only	
	length in inches	width in inches	length in inches	width in inches
Adult Lot or Veteran's Adult Lot - Single Lot	30	20	30	20
Adult Plot or Veteran's Plot- two Lots	60	20	60	20
Adult Plot - more than two Lots	84	20	84	20
Green Burial Lot	n/a	n/a	30	20
2 foot by 2 foot Cremation Lot	bronze plate -12 concrete or granite slab - 16	bronze plate - 12 concrete or granite slab - 16	16	16
3 foot by 3 foot Cremation Lot	bronze plate -20 concrete or granite slab - 24	bronze plate- 12 concrete or granite slab - 16	24	16
Cremation Lot: 3 foot by 5 foot 4 foot by 5 foot 8 foot by 2 foot	30	20	30	20
Cremation Lot - 4 foot by 2 foot	30	10	30	10
Child's Lot - 2 foot by 4 foot First Flat Marker Second Flat Marker St. Joseph and Lasalle Cemeteries	20 16	20 16	20 16	20 16
Child's Lot - 3 foot by 5 foot First Flat Marker Second Flat Marker Valley East and Civic Memorial Cemeteries	30 16	20 16	30 16	20 16

**Schedule E
To By-Law 2014 - 133**

Maximum Size of Upright Monuments

Column A - Type of Lot	Column B - Dimensions of Upright Monument		
	height in inches	base length in inches	base width in inches
Adult Lot - Single Lot	42	30	20
Adult Plot - two Lots	48	60	20
Adult Plot – more than two Lots	48	84	20
Veteran’s Adult Lot – single Lot	24 – bevel	30	20
Veteran’s Plot – two Lots	24 – bevel	60	20
Green Burial Lot	12	30	20
Green Burial Plot (2 lots)	12	60	20
Cremation Lot – 2’ x 2’ OR 3’x3’	none permitted		
Child’s Lot – 2’ x 4’ St. Joseph & Lasalle Cemeteries	8 – (4/8 bevel)	20	10
Child’s Lot – 3’ x 5’ Civic Memorial & Valley East Cemeteries	24	20	10
Cremation Lot: 3’ x 5’ OR 4’ x 5’	30	30	20
Cremation Lot – 8’ x 2’	24	30	20
cremation Lot – 4’ x 2’	24	30	10
Adult Lot – single grave – revision to sections previously designated for flat granite markers only	14	30	20
Adult Lot – two graves – revision to sections previously designated for flat granite markers only	14	60	20
Adult Lot – three graves – revision to sections previously designated for flat granite markers only	14	84	20

**Schedule F
To By-Law 2014- 133**

Memorializations Permitted on Various Types of Crypts

Levels A to E - Single (1 Crypt)

Optional Emblem 22 cm	(A) (A)	Optional Emblem 22 cm
(A) Optional Framed Picture or Centre Emblem 18 cm		
 Last Name First Name Date of Birth/Death 		
Vase Light	Optional Verse 2 cm (maximum 90 letters)	Optional Emblem 22 cm

Level A- Westminster (2 Crypts)

Optional Emblem 22 cm	(A) (A)	Optional Emblem 22 cm
(A) Optional Framed Picture or Centre Emblem 18 cm		
 Last Name First Name Date of Birth/Death First Name Date of Birth/Death 		
Vase Light	Optional Verse 2 cm (maximum 90 letters)	Optional Emblem 22 cm

**Schedule F
To By-Law 2014- 133**

Levels A to E - Double, Couch, False Couch (2 Crypts)

Optional Emblem 22 cm	(A)	(A)	(A)	Optional Emblem 22 cm	
(A) Optional Framed Picture or Centre Emblem 18 cm					
Last Name					
First Name					First Name
Date of Birth/Death					Date of Birth/Death
Vase/Light	Optional Verse 2 cm (maximum 90 letters)			Vase/Light	

Level A Family Couch-Westminster, Family False Couch-Westminster (4 Crypts)

Optional Optional Emblem 22 cm	(A)	(A)	(A)	(A)	Emblem 22 cm
(A) Optional Framed Picture or Centre Emblem 18 cm					
Last Name			Last Name		
First Name			First Name		
Date of Birth/Death			Date of Birth/Death		
First Name			First Name		
Date of Birth/Death			Date of Birth/Death		
Vase/Light	Optional Verse 2 cm (maximum 90 letters)				Vase/Light