

NO: R233

COUNCIL DATE: November 20, 2017

---

## REGULAR COUNCIL

TO: **Mayor & Council** DATE: **November 10, 2017**  
FROM: **General Manager, Parks, Recreation & Culture** FILE: **4100-01**  
SUBJECT: **Proposed Amendments to Cemetery Management By-law, 2007, No. 16174**

---

## RECOMMENDATION

The Parks, Recreation & Culture Department recommend that Council:

1. Receive this report as information;
2. Amend *Cemetery Management By-law, 2007, No. 16174* (the “Bylaw”) as shown in Appendix “I”; and
3. Authorize the City Clerk to bring forward the related Bylaw amendments as described in this report for the required readings and adoption.

## PURPOSE

The purpose of this report is to obtain Council’s approval to amend the *Cemetery Management By-law, 2007, No. 16174* to:

- Improve the definition of terms contained within the By-law; and
- Regulate new interment and memorialization services that will be offered through the current development projects at Surrey Centre Cemetery and Sunnyside Lawn Cemetery.

## BACKGROUND

The City of Surrey operates the following three (3) municipal cemeteries: Surrey Centre Cemetery, Sunnyside Lawn Cemetery and Hazelmere Cemetery. City staff manage the maintenance and operation of these three cemeteries and are guided by the *Cemetery Management By-law, 2007 No. 16174* as well as the provincially regulated *Cremation, Interment and Funeral Services Act* (CIFSA).

City staff are proposing minor revisions to the *Cemetery Management By-law, 2007 No. 16174* based on ongoing reviews of other municipal cemetery by-laws as well as changes to the application of the CIFSA, by Consumer Protection BC.

Corporate Report No. R137; 2015 was provided to Council to give an update on the Surrey Centre Cemetery Development Plan. This plan included significant capital upgrades to the cemetery that will increase interment and memorialization options for families, maximize the interment capacity of available lands and beautify the site through improved landscaping and walking trails. City staff is in the final stage of Building Permit approval for this project and development is projected to commence in early 2018.

There are several proposed revisions to the Bylaw for 2018 that are required in order to define and regulate new services that will be implemented as part of the completed Surrey Centre Cemetery development in 2018.

## DISCUSSION

The Bylaw revisions proposed for 2018 are mostly administrative changes to improve definition of terms and ensure compliance with legal standards.

The following proposed revisions are the only ones that represent any significant change to current management practices at Surrey's civic cemeteries:

1. **Double-depth Lots (plots)** – This new service will increase the capacity of Surrey's civic cemeteries and will address a desire for family members to be interred in close proximity.
2. **Upright Memorials/Headstones** – While these are present throughout the older, historic portions of Surrey Centre Cemetery, the installation of upright memorials has not been allowed since the mid-1900s, when flat markers became the common practice for lawn cemeteries. There is now community demand for the installation of upright memorials on graves in designated portions of Surrey's civic cemeteries and this has been incorporated into current development plans for Surrey Centre Cemetery and Sunnyside Lawn Cemetery.
3. **Legal Address** - As part of the Surrey Centre Cemetery development process, the Planning & Development department requested the consolidation of 4 of the 5 separate parcels of land that comprise Surrey Centre Cemetery, into 2 legal addresses. A separate legal address was maintained for the civic address 16647 Old McLellan Road as this lot is on the City's Heritage Registry due to a number of historic headstones and trees that are present on this parcel. The remaining 4 address have been consolidated into 16671 Old McLellan Road.
4. **Lot Transfer to Family Members** - In previous versions of the Bylaw, transfer in ownership of lots within a Surrey cemetery would have triggered the payment of additional fees, by a family, based on the current lot price compared to the original purchase price of the lot. This provision has now been removed from the Bylaw in order to remove the financial burden on families who thought that their family plots were completely paid for. This will have a negligible impact on cemetery revenues.
5. **Lot Surrender within 30 days** - Fees related to the purchase of cemetery lots will be reimbursed if the surrender of such lots occurs within 30 days of the date of purchase. This addition aligns the Bylaw with current *Consumer Protection BC* practices.

## SUSTAINABILITY CONSIDERATIONS

The City of Surrey is a caring and compassionate City and new developments in Surrey's civic cemeteries will increase the range and quality of services available to Surrey's diverse population.

This focus supports the following Desired Outcomes of the corporate Sustainability Charter:

- Inclusion – DO1: Surrey welcomes, includes, embraces and values the diversity of people who live here.
- Inclusion – DO2: Surrey is a caring and compassionate city that learns about and supports its residents of all backgrounds, demographics and life experiences.
- Inclusion – DO24: Surrey has a strong social infrastructure that supports the needs of its diverse and growing population.

## CONCLUSION

Surrey's *Cemetery Management By-law, 2007 No. 16174* regulates the operation of Surrey's three civic cemeteries and is subordinate to the provincial *Cremation, Interment & Funeral Services Act* (CIFSA). Based on the above discussion it is recommended that Council:

- Amend *Cemetery Management By-law, 2007, No. 16174* as shown in Appendix "I"; and
- Authorize the City Clerk to bring forward the related Bylaw amendments as described in this report for the required readings and adoption.

Laurie Cavan  
General Manager  
Parks, Recreation & Culture

Appendix "I" - Proposed Amendments to *Cemetery Management By-law, 2007, No. 16174*

CITY OF SURREY

BY-LAW No. 16174

A By-law to provide for the regulation, operation, and maintenance of Cemeteries owned by the City of Surrey

.....

- A. WHEREAS every operator of a cemetery must adopt By-laws for the Interment or other disposition of the deceased; respecting the organization, operation and management of the cemetery, including the setting of Fees; the size, class and kind of Memorials and materials used for Memorials; and the rights, privileges and responsibilities of the operator, Interment Right Holders, and their relatives, other users, suppliers, Funeral Providers, Memorial dealers and the general public;
- B. AND WHEREAS the City of Surrey, who owns and operates cemeteries, has established itself as a Board of Cemetery Trustees in accordance with the Cremation, Interment and Funeral Services Act, Section 37 (2) (b);
- C. AND WHEREAS the Council of the City of Surrey has delegated to the General Manager, Parks, Recreation and Culture Department certain specific administrative powers of the Council relating to the operation and management of Cemeteries owned by the City of Surrey;

NOW THEREFORE, under its statutory powers, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the City of Surrey enacts the following provisions:

**TITLE**

- 1. This By-law may be cited for all purposes as the “City of Surrey Cemetery Management By-law No. 16174”.

**DEFINITIONS**

- 2. In this By-law terms defined in the *Cremation, Interment, and Funeral Services Act*<sup>2</sup> and this ~~by-law~~By-law shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

**ADMINSTRATION FEE** means ~~fee~~Fees levied to cover additional administrative costs associated with the transfer or surrender of a Right of Interment.

**ADMINISTRATIVE AUTHORITY** means *Consumer Protection BC* established under the *Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.3*.

**ADMINISTRATOR** means the General Manager, Parks, Recreation and Culture Department of the City, or duly appointed designate.

**APPLICANT** means an individual who has made petition to the City for a Right of Interment.

**BURIAL CASKET** means a container to enclose ~~human remains~~ Human Remains for interment Interment that:

- a) has a rigid base and sides and is of sufficient strength to contain and move ~~human remains~~ Human Remains;
- b) is capable of being closed so that the public is not able to see the ~~human remains~~ Human Remains; and
- c) is constructed so that it does not leak or otherwise cause a hazard to any person's health.

**BURIAL VAULT** ~~means a protective, sealable outer receptacle, into which a casket or Urn is placed, designed to restrict the entrance of gravesite elements into the casket or Urn.~~ means an outer receptacle with a lid into which a burial container is placed, and which may or may not have a bottom.

**CARETAKER** means the person duly authorized by the Administrator to perform Interments and to care for and maintain the Cemeteries.

**CEMETERY** means "Hazelmere Cemetery", "Sunnyside Lawn Cemetery" and "Surrey Centre Cemetery", being the civic lands set apart or used as places of Interment and memorialization, together with any incidental or ancillary buildings.

**CEMETERY POLICY** means the written guidelines and procedures for office and field operations established by the Administrator and utilized for management of Cemeteries.

**CHILD** means a person ~~between the ages of four (4) and~~ between two (2) years of age and twelve (12) years of age.

**CIFSA** means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, c.35* administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made thereunder.

**CITY** means the City of Surrey.

**COLUMBARIUM** means a structure or building or an area in a structure or building that contains, as an integral part of the structure or building or as freestanding sections, Niches for the ~~Interment~~ Interment of Cremated Remains.

**CO-MINGLED** means the intentional mixing of the Cremated Remains of more than one deceased person.

**CONTROL OF DISPOSITION** means the person or agency as defined in Section 5 of the CIFSA who has the authority to control the disposition of the Human Remains or Cremated Remains.

**COUNCIL** means the Council of the City.

**CREMATED REMAINS** means the human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains.

**CREMATION VAULT/LINER** means a receptacle made of durable material placed in a ground cremation/burial Lot to encase an Urn, or Urns, holding ~~cremated remains~~ Cremated Remains. A Cremation Vault/Liner has a lid and is placed in the ground during the Interment process.

**DISINTERMENT** means the removal of Human Remains/Cremated Remains, along with the Burial eCasket or container, or any remaining portion of the Burial eCasket or container holding the Human Remains/Cremated Remains, from the Lot in which the Human Remains/Cremated Remains had been interred.

**DOUBLE-DEPTH LOT** means a Lot approved by the Administrative Authority for the interment of two Burial Caskets, one on top of the other. The first Burial Casket in the Lot will be interred at double the standard depth below ground.

**EXHUMATION** means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

**FAMILY ESTATE COLUMBARIUM** means a structure, similar in appearance to an upright monument, that accommodates Cremated Remains of the same family, or other individuals as approved by the Interment Right Holder according to Section 5 of CIFSA.

**FAMILY MEMBER** means a parent or step-parent, a grandparent or step-grandparent, a sibling (natural, adopted or step), a Spouse, a Child (natural, adopted or step) or a grandchild (natural, adopted or step).

**FEES** means the schedule of ~~fee~~Fees as prescribed in the Surrey Fee-Setting By-law, 2001, No. 14577.

**FUNERAL DIRECTOR** -means an individual licensed in BC that is qualified to:

- a) arrange, conduct or direct bereavement rites and ceremonies;
- b) arrange for the intermentInterment or cremation of ~~human remains~~Human Remains;
- c) arrange, direct or supervise the transfer of ~~human remains~~Human Remains.

**FUNERAL PROVIDER** means a ~~n individual~~person licensed to arrange, conduct or direct funerals or the transfer or disposition of Human Remains or Cremated Remains, or to arrange burials.

~~**GRAVE LINER** means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A Grave Liner may, or may not, have a bottom and is placed during the burial process.~~

**HOLIDAY** means any of the following days, namely New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday.

**HUMAN REMAINS** means a dead human body in any stage of decomposition, but does not include Cremated Remains.

~~**INFANT** means a person up to and including one (1) year of age. The casket dimension must be less than the standard Infant lot size of 2 feet by 3 feet.~~

**INTERMENT** means the disposition by:

- a) ~~B~~urial of Human Remains or ~~human~~Cremated Remains in a Lot;
- b) ~~I~~iurnment of Cremated Remains in a Columbarium; or
- c) ~~P~~placement of Cremated Remains in a Scattering ~~g~~Garden or Ossuary.

**INTERMENT RIGHT HOLDER** means a person who holds a Right of Interment.

**INTERMENT AUTHORIZATION** means a document completed at time of need that may include statistical, executor and next of kin information that authorizes Interment of the deceased by the person with Control of Disposition.

~~**INURNMENT** means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.~~

**LOT** means a discrete space used, or intended to be used in a Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment and includes a grave, ~~cryptor~~, Niche ~~or plot~~.

**MAINTENANCE CARE FUND** means an irrevocable trust fund established, held and administered in accordance with Part 7 of CIFSA for the purpose of financing the future maintenance and care of a Cemetery once all Lots are occupied or reserved.

**MEDICAL HEALTH OFFICER** means the person duly appointed from time ~~to~~ time by the Council as the Medical Health Officer for the City.

**MEMORIAL** means a structure installed at the Cemetery to identify and commemorate a deceased person that may, or may not, be interred at the Cemetery. This includes, but is not limited to, markers, tablets, monuments, including upright monuments, pillows and plaques, or any other products that may be approved for memorialization by the Administrator.

**MEMORIAL PERMIT** means a City-generated document providedissued by the Administrator authorizing the installation of a Mmemorial in thea Cemetery. to memorial companies to complete and submit to the City to verify memorials conform to the requirements of this By-law prior to making and delivering the Memorial to the Cemetery.

**NICHE** means a space, usually within a Columbarium, designed for the ~~Interment~~ intermentInterment of Cremated Remains.

**OSSUARY** means a receptacle, usually located below ground, for the placement of non-recoverable, Co-mingled Cremated Remains.

**RIGHT OF INTERMENT** means a certificate that provides for the future right to inter Human Remains or Cremated Remains in a designated Lot. Right of Interment ~~fee~~Fees shall include required contributions to the Maintenance Care Fund.

**SCATTERING** means the non-recoverable dispersal of Cremated Remains over a body of land or water within a defined area of a Cemetery.

**SPOUSE** as defined in CIFSA, means a person who:

- a) is married to another person;
- b) is united to another person by a marriage that, although not a legal marriage, is valid at common law; or
- c) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death.

**URN** means any permanent receptacle, ~~temporary or permanent~~, used for the encasement of Cremated Remains.

**VETERAN** means a person who is fully qualified (Military Occupation Class, MOC) and serving or who has honourably served, one year minimum, in the Armed Forces of Canada, the Commonwealth or its wartime allies or who has served in the Merchant Navy or Ferry Command during wartime.

### ***APPLICATION OF BY-LAW***

3. Subject to any contrary provision in the CIFSA, this By-law applies to all Cemeteries operated by the City and to all additional real and personal property, within or without the City of Surrey, which may hereafter be acquired and held by the City for use as a City Cemetery, and shall be observed for Interment of the human deceased, and for their management, operation and preservation and the terms, conditions and feeFees set out shall apply to every Right of Interment within the Cemeteries. The administration of the Cemeteries shall be carried out in conformity with the Administrative Authority and CIFSA.
4. The following described real properties are set aside, held, laid out, developed, improved, used and maintained, as City owned Cemeteries and dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purpose:

Hazelmere Cemetery

PID: 004-103-611, Parcel 1 Section 9 Township 7, New Westminster District Reference Plan 71720

Sunnyside Lawn Cemetery

PID: 017-339-766, Lot D (BE64644) except part in Plan LMP24051 Section 22 Township 1;  
PID: 012-247-502, Lot 20 Section 22 Township 1; and  
PID: 017-339-758, Lot C (BE64641) except part dedicated road on Plan LMP21087 Section 22 Township 1; and  
New Westminster District Plan 1642

Surrey Centre Cemetery

~~PID: 007-436-211, Parcel 'G' (Reference Plan 8120), Lot 19 south east quarter Section 12 Township 2, New Westminster District plan 1752, and~~

PID: 013-224-590, Parcel 'A' (explanatory Plan 5618), south east quarter Section 12, Township 2, New Westminster District, and

~~PID: 007-436-238, Lot 'Z' south east quarter Section 12 Township 2, New Westminster District Plan 1752, and~~

~~PID: 013-215-451, Parcel 'B B' (Plan in absolute fees parcels book 11/823/3416F) southeast quarter Section 12 Township 2 New Westminster District~~

~~PID: 008-994-943, Lot 33, except part in Plan BCP-12185. Section 12 Township 2, New Westminster District Plan 29055~~

~~PID: 030-083-842, Lot 1 Section 12, Township 2 New Westminster District Plan EPP69865~~

5. Council shall have power to determine from time--to--time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemeteries, subject to compliance with the requirements of CIFSA.

**ADMINISTRATION OF BY-LAW**

6. The Administrator is responsible for the general administration of the By-law and will:
  - a. maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority and the CIFSA;
  - b. issue all Rights of Interment and permits required and authorized by this By-law, except as otherwise provided in this By-law; and
  - c. establish Cemetery Policy.

**RIGHT OF INTERMENT**

7. The City may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. Right of Interment ~~fee~~Fees will include the required contribution to the Maintenance Care Fund. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.
8. The issuance of a Right of Interment does not entitle the holder to require the City to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provisions of the By-law, including, without limitation, the payment of all Fees related to the Interment.
- ~~9.~~ A Right of Interment for any unused Lots may be transferred to a Family Member at the discretion of the Administrator. The Interment Right Holder or executor must supply this request in writing and the original ~~Interment~~ Right of Interment must be surrendered to the City. Fees; payable to the City; associated with an Right of Interment ~~Right~~ transfer ~~may shall~~ include an ÷



- ~~10.9.~~ an Administration Fee;  
a. ~~the difference between Fees paid originally and current Fees if there has been a change in residency status; and~~  
b. ~~the difference between Fees paid originally and current Fees if there have been changes in fee rates.~~

~~11.10.~~ An Interment Right Holder shall either reserve the right to use that Lot for themselves or authorize another ~~person~~ Family Member to be interred in the Lot to which the ~~Interment~~ Right of Interment refers. An Interment Right Holder may only designate one Lot for their own use.

- ~~12.11.~~ A Right of Interment may be surrendered to the City at the discretion of the Administrator. A refund, equal to the purchase price less the Maintenance Care Fund contribution, will be issued to the Interment Right Holder provided:
- there are no Interments in the designated Lot;
  - the Interment Right Holder, ~~or his executor~~ or the individual with Control of Disposition, provides written notice to the City for intent to surrender the right;
  - the original license or Right of Interment is surrendered;
  - an Administration Fee is paid; and
  - any Fees ~~expense~~ cost associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is ~~paid~~ reimbursed to the City.

Where the surrender occurs within 30 days of purchase, 100% of the fee ~~Fees~~ paid for the Right of Interment will be refunded.

~~13.12.~~ The City may, by agreement with a society, church or other organization, and upon payment of the agreed upon ~~fee~~ Fees, reserve ~~a section~~ lot ~~Lots in of~~ a Cemetery to be used exclusively for the ~~interment~~ Interment ~~and/or inurnment~~ of deceased members of the society, church or other organization concerned. Upon such an agreement being made, no person shall be interred in the reserved ~~section~~ Lots without the written authorization of the society, church or other organization.

- ~~14.13.~~ Upon approval of the Administrative Authority ~~an unused~~ a Right of Interment may be reclaimed by the City if:
- the Interment Right Holder would be at least 90 years of age;
  - a minimum period of 50 years has elapsed from the date of purchase;
  - a minimum 90 days has passed since notice of intent to reclaim has been sent to the Interment Right Holder;
  - the City has made diligent attempts to contact the Interment Right Holder.

## INTERMENTS

~~15.14.~~ An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization and paid all applicable Fees.

~~16.15.~~ Only Human Remains, or Cremated Remains of a human body, shall be interred and memorialized in the Cemeteries.

- ~~17.16.~~ Interments:
- shall only be performed within the Cemetery by the Caretaker;
  - shall only be conducted in predefined Lots approved by the Administrative Authority; and;
  - shall be conducted with all reasonable care and attention.

~~18.~~17. The City and its Caretaker are not responsible for damage to any Burial eCasket, Urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the City and its Caretaker.

~~19.~~18. Application for an Interment Authorization shall be made at least forty-eight (48) hours (not including weekends and ~~observed-H~~holidays) before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this By-law.

~~20.~~19. The Interment of Human Remains and Cremated Remains is to be completed within 30 days of all Fees being paid.

~~21.~~20. The bodies of persons who have died having any infectious disease, as defined in the *Health Act R.S.B.C. 1996, c.179*, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the Burial eCasket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.

~~22.~~21. The following apply to all in-ground Interments:

- a. A ~~Grave Liner or~~ Burial Vault/Liner is required for each in-ground burial Interment.
- b. A Cremation ~~Liner Vault/Liner~~ is required for each in-ground cremation Interment.
- c. All Cremated Remains must be interred in a closed container constructed of permanent, durable material approved by the Administrator.
- d. The Administrator may allow for the ~~interment~~Interment of up to six (6) Cremated Remains of Family Members on any full-size burial Lot provided there is ~~no~~ objection approval from the Interment Right -Holder of said Lot to the Interment of Cremated Remains by next of kin, as defined in the CIFSA.
- e. No Interment of a Burial eCasket ~~burial~~ is permitted in a ~~full size or Child~~ Lot after Cremated Remains have been interred in that Lot. Cremated Remains placed on a full-size burial Lot are not Co-mingled.
- f. Each cremation Lot may hold up to two (2) Cremated Remains.
- g. The Administrator must supply permission for the purchase of any ~~Grave Liner or~~ Burial Vault/Liner from a source other than the City, with permission from the City based on the item's size, design, material and construction. The installation of ~~Grave Liners or~~ Burial Vaults/Liners will be subject to a handling Fee and must be paid in full prior to installation. The Administrator may request that ~~Grave Liners or~~ Burial Vaults/Liners be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.
- h. Any charges incurred by the Cemetery above and beyond the standard scope of services, in the handling of ~~Grave Liners or~~ Burial Vaults/Liners not supplied by the City will be charged to the Applicant and paid prior to Interment.
- i. The Burial Casket for a Child Interment must be smaller in dimension than the standard Child Lot size of 4 feet by 4 feet otherwise an Adult Lot must be utilized for such interment. A Child may be interred in either a Child Lot or an Adult Lot.
- j. The Burial Casket for an Infant Interment must be smaller in dimension than the standard Infant Lot size of 2 feet by 3 feet otherwise a Child Lot or Adult Lot must be utilized for such interment. An Infant may be interred in an Infant Lot, a Child Lot or an Adult Lot.
- ~~h.~~k. The Burial Casket for a stillborn Interment must be smaller in dimension than the standard stillborn Lot of 2 feet by 2 feet.

~~23.~~22. Cremated Remains placed in a Columbarium must be enclosed in a sealed-closed container ~~or Urn~~ constructed of permanent, durable material approved by the Administrator.

~~24.~~23. Cremated Remains placed in an Ossuary are permanent, non-recoverable and Co-mingled. Placement of Cremated Remains in the Ossuary will only be performed by the Caretaker.

~~25.~~24. Scattering of Cremated Remains is permanent and non-recoverable and is permitted only in designated locations and under the supervision of the Caretaker.

~~26.~~25. Interments shall be initiated within the following hours, or at other times approved by the Administrator:

- a. ~~In-ground Interment of a Burial Casket~~~~eCasket~~ ~~bBurial~~ - 9:30 a.m. and 3:00 p.m., Monday to Friday.
- b. Interment of Cremated Remains - 9:00 a.m. and 3:00 p.m., Monday to Friday.
- c. The Administrator may schedule Saturday, Sunday or ~~Statutory~~-Holiday Interments subject to the payment of additional Fees and availability of the Caretaker.
- d. The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

~~27.~~26. Families may request permission to witness the Interment process at the Cemetery subject to the following criteria:

- a. A request to witness the Interment must be communicated to the Administrator when confirming Interment date and time.
- b. The City will not be held liable for any injury to members of the public that are attending or witnessing an Interment process.
- c. All proceedings at the Interment site shall be under the sole direction of the Caretaker.

~~28.~~27. The Administrator may permit the Interment of a Spouse of a Veteran, or Family Member, on a Veteran's Lot in designated Veteran's sections, provided that the Interment Authorization is completed and Fees are paid to the City.

## EXHUMATIONS AND DISINTERMENTS

~~29.~~28. Pursuant to Section 16 of the CIFSA, a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:

- a. the Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
- b. approval of the Exhumation or Disinterment by the Administrative Authority is received by the Administrator;
- c. the Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health; and
- d. payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.

~~30.~~29. The City shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage to any Burial eCasket, Urn or other container sustained during Exhumation or Disinterment.

~~31.~~30. The City's responsibility with respect to Exhumation or Disinterment is limited to:

- a. excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains;
- b. removal of intact burial containers; and
- c. closure of the Lot.

~~32.~~31. In accordance with Section 18 of the CIFSA, a Funeral Provider employed at the expense of the Interment Right Holder or their successors is required for the handling of any Human Remains in the existing Lot or any transfer of the remains to the new Lot or location.

## MEMORIALS

~~33.~~32. Memorials will only be installed, removed or modified in the Cemetery when:

- ~~a.~~ an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
- ~~a.b.~~ Memorial Permit has been issued by the Administrator confirming that the Memorial conforms to the specifications outlined in this By-law;
- ~~b.c.~~ the applicable contribution is paid to the Maintenance Care Fund as required in the CIFSA; and
- ~~e.d.~~ all outstanding ~~fee~~Fees relating to the Lot, Interment and Memorial installation have been paid in full.

~~34.~~33. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator. All Memorials shall conform to the specifications set out in Schedules "A" and/or "B" of this By-law.

~~35.~~34. Installation of Memorials shall occur during regular business hours. Installations will be made within 10 business days~~as soon as possible~~ after delivery of the Memorial to the City and timelines may vary depending on scheduling issues, weather conditions and ground conditions.

~~36.~~35. The City shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.

~~37.~~36. The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the City, all Memorials upon their Lot. Should any Memorial ~~or Lot adornment~~ erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. ~~Interment Right Holders may request that the City make repairs.~~ All costs associated with the repairs will be borne by the Interment Right Holder or authorized representative.

## Ground Interment Memorials

~~37.~~ Ground Interment Memorials, including those for ~~ec~~Cremation Lots, shall be installed flush with the ground except for Memorials installed in those sections of the Cemetery that are designated in the approved plan of the Cemetery for upright Memorials. ~~According to the approved plan of the Cemetery~~ All upright Memorials are subject to the following provisions:

~~a.~~ a.

~~(a)~~ (a)-All upright Memorials will be installed on a granite base as specified in Schedule "B" of this By-law;

~~b.~~ b. Upright Memorials will not be permitted for second or additional Interments of Cremated Remains on a full-size burial Lot;

~~c.~~ c. If an upright Memorial is approved for installation on a full-size burial Lot then such installation, including installation of the required Memorial base, must occur before the Interment of any Cremated Remains on the burial Lot.

~~d.~~

~~38.~~ A Memorial ~~P~~ermit shall be issued by the Administrator to authorize installation ~~off~~ for all ground interment ~~Interment~~ Memorials not supplied by the City.

38. Six (6) additional single flat cremation Memorials, or three (3) double flat cremation Memorials may be installed on any full-size burial Lot where additional Cremated Remains have been interred on such Lot

39. The Administrator may refuse to issue a ~~Memorial p~~Permit to the Applicant if the Applicant has failed to comply with the requirements of this By-law. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this By-law, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.

40. The finished dimensions of a granite Memorial, or a bronze Memorial attached to a granite base, shall be in accordance with ~~the attached Schedules~~ “A” ~~and/or~~ “B” of this By-law. Concrete bases are not permitted.

### **Cremation Memorials**

41. Cremation Memorials ~~apply to include~~ any bronze plaque for use on a Columbarium, Memorial board or Memorial pillow but do not include Memorials for in-ground cremation Interments which are considered ground Interment Memorials.

42. Bronze plaques for Cremation Memorials shall be supplied and installed by the City to conform to the approved design and specifications of the applicable section of the Cemetery as established by the City.

43. Where incorrect inscription instructions, dimensions, specifications or locations are given on the Memorial installation application and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed, remade and reinstalled at the expense of the Interment Right Holder or their successors.

### **Family Estate Columbarium**

44. A Family Estate Columbarium, upon request, ~~shall may~~ be supplied and installed by the City to conform to the approved design and specifications of the applicable section of the Cemetery, if available. The Family Estate Columbarium will accommodate a maximum of eight (8) sets of Cremated Remains.

### **GENERAL PROVISIONS AND REGULATIONS**

45. Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker, and in addition, shall be guilty of an infraction of this By-law.

46. No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys, under the command of the officer in charge, and only during the conduct of the burial service.

47. Each Cemetery shall be open to the public at eight o'clock (8:00 am) every morning and closed to the public at eight o'clock (8:00 pm) every evening, or at dusk, whichever occurs first.

48. Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.

49. No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
50. No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner.
51. Only one (1) flower container, of the types supplied by the City and installed by the Caretaker, or approved by the Administrator, shall be allowed and set in each Lot, except those vases that are part of an approved Memorial.
52. Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in a Cemetery, but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery. Plant material and grave adornments associated with seasonal events or celebrations will be removed 30 days after the event by the Caretaker. From March 1<sup>st</sup> – November 1<sup>st</sup> grave ornaments, potted plants, and memorabilia are not permitted on graves. Fencing around ~~lots~~ Lots, glass, candles and ceramic objects are not permitted on or around graves.
53. No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
54. No ground Lot shall be defined by a fence, railing, coping, hedge or by any other marking except as permitted in the Memorial provisions of this By-law.
55. No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
56. No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.
57. No person shall deposit any rubbish or offensive material within a Cemetery.
58. No person shall play at any game or sport within a Cemetery.

#### **MAINTENANCE CARE FUND**

59. A Maintenance Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Maintenance Care Fund will be held and invested as trust funds by the City and in accordance with the requirements of the CIFSA.
60. The Maintenance Care Fund will be maintained with the City's bankers in an account to be designated as the "Maintenance Care Fund". The Administrator and General Manager of Finance and Technology will be responsible for all deposits to such account and for ensuring that:
  - a. the account at all times complies with the provisions of the CIFSA;
  - b. any investment of any monies in the Maintenance Care Fund is permitted under the CIFSA; the Local Government Act, the Community Charter and this By-law; and
  - c. any interest earned on the investments of the Maintenance Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned, or may be retained in the Maintenance Care Fund to increase the principal sum.
61. The Administrator may, on behalf of the City, accept voluntary payments to the Maintenance Care Fund from any person or organization.

62. The principal sum of the Maintenance Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.

**PENALTY FOR INFRACTIONS**

63. Every person who violates any of the provisions of this By-law, or who suffers or permits any act or thing to be done in contravention of this By-law, or who refuses, omits or neglects to fulfill, observe, carry out or perform an duty or obligation imposed by this ~~by-law~~By-law, shall be liable on summary conviction to a penalty of not less than \$50 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

**COMMENCEMENT AND TRANSITIONAL PROVISIONS**

64. This ~~by-law~~By-law will come into force on July 1, 2007.

65. If an Interment has been arranged, and ~~fee~~Fees paid before June 30, 2007, for an Interment occurring after July 1, 2007 no further charges related to that Interment shall be levied.

**REPEAL OF PRIOR BY-LAWS**

66. "Surrey Cemeteries Regulation By-law, 1999, No. 11840", as amended, is hereby repealed.

READ A FIRST AND SECOND TIME on the 28th day of May, 2007.

READ A THIRD TIME on the 28th day of May, 2007.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk and sealed with the Corporate Seal on the 11th day of June, 2007.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## SCHEDULE "A" – FLAT MEMORIALS

1. The finished dimensions of an ~~acceptable ground burial or ground cremation burial granite flat -ground Interment~~ Memorial, or a bronze Memorial attached to a solid granite base shall be:

	<b>Cremation Single &amp; Infant Lot</b>	<b>Cremation Double</b> (side by side cremation Lots)	<b>Burial Single &amp; Child Lot</b>	<b>Burial Double</b> (side by side burial Lots)
Width Minimum	12" (30.48 cm)	18" (45.72 cm)	20" (50.8 cm)	28" (71.12 cm)
Width Maximum	18" (45.72 cm)	24" (60.96 cm)	26" (66.04 cm)	36" (91.44cm)
Height Minimum	10" (25.4 cm)	10" (25.4 cm)	12" (30.48 cm)	16" (40.64 cm)
Height Maximum	14" (35.56 cm)	14" (35.56 cm)	18" (45.72 cm)	24" (60.96 cm)
Thickness Minimum	3" (7.62 cm)	3" (7.62 cm)	3" (7.62 cm)	3" (7.62 cm)
Thickness Maximum	5" (12.7 cm)	5" (12.7 cm)	5" (12.7 cm)	5" (12.7 cm)

2. Finished Memorial inscriptions and design shall be in one of the following formats:
- A carving on the face of an all granite Memorial not less than 3" (7.62 cm) and not more than 5" (12.7 cm) in thickness and limited to the finished sizes described in Schedule "A"; or
  - A bronze Memorial installed on a granite base. The base shall be wider and longer than the bronze Memorial and have a border of at least 2" (5.1 cm) of the base exposed on all sides. Base tops, bottoms and sides shall be smooth sawn or polished. Granite base must be not less than 3" (7.62 cm) and not more than 5" (12.7 cm) in thickness and limited to the finished sizes described in Schedule "A".
3. Bronze Memorial plaques shall not have letters; figures or designs raised more than 0.5" (1.2 cm) above the surface of the base.
4. Finished Memorials shall not include upright candleholders, vases, lanterns or surface mounted emblems that protrude 0.5" (1.2 cm) above the surface of the granite Memorial.

~~Six (6) additional single cremation Memorials, or two three (3) double cremation Memorials may be installed, in accordance with the approved plan of the Cemetery, on any given ground burial Lot where each of six Cremated Remains are interred over an existing full-size Interment, or in place of a full-size Interment. A single or companion Memorial must be placed on any given Lot, following a full-size interment Interment, prior to placement of any cremation Memorial on the full-size Lot.~~



## SCHEDULE “B” – UPRIGHT MONUMENTS/MEMORIALS

1. The finished dimensions of an acceptable ground burial upright granite ground Interment Monument/Memorial shall be:

	<u>Burial Single Lot Monument/Memorial</u>	<u>Burial Single Lot Base</u>	<u>Burial Double Lot Monument/Memorial</u> <small>(side by side burial lots)</small>	<u>Burial Double Lot Base</u> <small>(side by side burial lots)</small>
<u>Width Minimum</u>	<u>16" (40.64 cm)</u>	<u>24" (60.96 cm)</u>	<u>30" (76.2 cm)</u>	<u>36" (91.44 cm)</u>
<u>Width Maximum</u>	<u>30" (76.2 cm)</u>	<u>36" (91.44 cm)</u>	<u>58" (147.32 cm)</u>	<u>64" (162.56 cm)</u>
<u>Height Minimum</u>	<u>42" (106.68 cm)</u>	<u>6" (15.24 cm)</u>	<u>42" (106.68 cm)</u>	<u>6" (15.24 cm)</u>
<u>Height Maximum</u>	<u>40" (101.6 cm)</u>	<u>8" (20.32 cm)</u>	<u>40" (101.6 cm)</u>	<u>8" (20.32 cm)</u>
<u>Thickness Minimum</u>	<u>4" (10.16 cm)</u>	<u>10" (25.4 cm)</u>	<u>6" (15.24)</u>	<u>12" (30.48 cm)</u>
<u>Thickness Maximum</u>	<u>8" (20.32 cm)</u>	<u>14" (35.56 cm)</u>	<u>8" (20.32 cm)</u>	<u>14" (35.56 cm)</u>

2. Only one (1) Monument/Memorial may be installed on a Monument Lot, and the Monument/Memorial shall be installed only in the space designated for a Monument/Memorial on the Lot selected.
3. The bottom of the granite base for a Monument/Memorial shall be smooth sawn and unpolished.
4. The base must be wider and longer than the Monument/Memorial in order to provide a minimum border of 3".
5. Attachment of a Monument/Memorial to its base shall be with dowel pins and/or an adhesive epoxy compound approved by the City.
6. Secured granite vases are permitted on top of the Monument/Memorial base.
- ~~Six (6) additional single flat cremation Memorials, or three (3) double flat cremation Memorials may be installed, as per Schedule “A”, in accordance with the approved plan of the Cemetery, on any given ground burial Lot where each of six Cremated Remains are interred over an existing full size Interment, or in place of a full size Interment. An upright Monument, with base, must be placed on any given Lot, following a full size Interment, prior to placement of any cremation Memorial on the full size Lot.~~