

## BYLAW NO. 5000, 2021

A Bylaw to provide for and regulate City Cemeteries.

### WHEREAS:

- A. Pursuant to the provisions of the *Community Charter*, S.B.C. 2003, as amended, and subject to the provisions of the *Cremation, Interment and Funeral Services Act*, S.B.C. 2004, c. 35 (the “Act”), Council may, by bylaw, regulate and impose requirements in relation to cemeteries, crematoriums, columbarium and mausoleums and the interment or other disposition of the dead;
- B. The City of Coquitlam owns and operates a cemetery known as the “Robinson Memorial Park” and Council has established itself as a Board of Trustees in accordance with section 37(2)(b) of the Act;
- C. Pursuant to section 39(1) of the Act, an operator of a cemetery must adopt bylaws to govern the use and management of the place of interment, as well as the rights and privileges of the operators, visitors and suppliers of the place of interment.

NOW THEREFORE, the Council of the City of Coquitlam, in open meeting lawfully assembled, ENACTS AS FOLLOWS:

### Part 1 – Introduction

#### 1. Name of Bylaw

- 1.1. This Bylaw may be cited for all purposes as the “Cemetery Bylaw No. 5000, 2021.”

#### 2. Repeal of Bylaw

- 2.1. Cemetery Bylaw No. 3909, 2008, as amended, is hereby repealed in its entirety.

#### 3. Definitions

- 3.1 In this Bylaw, the following words have the following meaning:

“**Act**” means the *Cremation, Interment and Funeral Services Act*, S.B.C. 2004 or any updated or replacement legislation.

“**Administrator**” means the General Manager of Parks, Recreation, Culture and Facilities and their designate.

**“Board”** means the Board of Cemetery Trustees established and continued pursuant to this Bylaw, which for greater certainty is Council.

**“Caretaker”** means any person or persons appointed from time to time by the Administrator to provide caretaking services at a Cemetery.

**“Cemetery”** means any real property in or outside of the City’s boundaries that the City has or may acquire after the adoption of this Bylaw, for the purpose of a cemetery and which is dedicated to be a cemetery by Council.

**“City”** means City of Coquitlam.

**“Common Memorial Marker”** means a monument used to memorialize multiple deceased persons in the Scattering Garden and Woodland Garden.

**“Council”** means Council for the City.

**“Disinterment”** means removal of human remains from a Lot.

**“Disinterment Permit”** means a permit issued by the Administrator to authorize Disinterment of human remains or cremated remains in a Cemetery.

**“Dogwood Garden”** means the area of the Robinson Memorial Park Cemetery where full-burial interments are Green Burials marked with an individual Memorial Marker.

**“Family Cremation Lot Estate”** means specific Lots available for purchase for the interment of up to eight cremated remains marked with an individual Memorial Marker and associated with a tree.

**“Family Member”** means parent or step-parent, a grandparent or step-grandparent, a sibling (natural, adopted or step), a spouse, a common-law spouse, a child (natural, adopted or step), a grandchild (natural, adopted or step), a mother-in-law, a father in-law, a son in-law or a daughter in-law.

**“Fees and Charges Bylaw”** means the City’s Fees and Charges Bylaw in effect from time to time.

**“Former-resident”** means any person who resided in the City for a continuous period of three years within the ten years immediately before the date of application for a Right of Interment or Interment Permit and who provides proof of same in the form of tax notices, utility bills, a property title search or similar document showing that the person was a resident for a continuous period of three years within the ten years before the date of application, or who swears an affidavit attesting to his or her former residency in the City.

**“General Manager of Parks, Recreation, Culture and Facilities”** means the person appointed to this position from time to time and their designate.

**“Green Burial”** means the interment of un-embalmed human remains in natural fibres and a completely biodegradable shroud or simple casket.

**“Holiday”** has the meaning given to that term in the *Interpretation Act*, RSBC 1996, c. 238, as amended or replaced from time to time, and includes any additional days between Christmas Day and New Year’s Day that City Hall is closed to the public.

**“Interment Permit”** means a permit issued by the Administrator to inter human remains or cremated remains in a Cemetery, including by Scattering.

**“Lot(s)”** means a discrete space being used, or intended to be used, in a Cemetery, for the interment of human remains or cremated remains pursuant to a Right of Interment, and includes a burial plot, grave, crypt, or niche, or Scattering area

**“Maintenance Fund”** means the fund maintained pursuant to this Bylaw for the perpetual maintenance and care of the Cemetery and the Lots therein.

**“Memorial Marker”** means a tombstone, monument, memorial tablet, plaque, or other marker on a Lot, or an inscription, ornamentation on a crypt or niche-front, used to identify a Lot or memorialize a deceased person.

**“Memorial Marker Permit”** means a permit to place a Memorial Marker at a Lot.

**“Resident”** means any person who resides, or immediately before death resided, in the City and can provide proof in the form of tax notices, utility bills, a property title search or similar document showing that the person was a resident for a continuous period of not less than three years immediately before the date of the application for a Right of Interment or an Interment Permit.

**“Right Holder”** means the person or executor or administrator of the person named on a Right of Interment associated with a Lot as being the holder of interment rights relating to that Lot.

**“Right of Interment”** means a certificate that provides for the future right to inter human remains or cremated remains in a designated Lot.

**“Scattering”** means the unrecoverable dispersal of cremated remains in a defined area or feature within a Cemetery where such dispersal may result in the comingling of cremated remains previously scattered in the scattering location.

***“Scattering Garden”*** means an area of the Robinson Memorial Park Cemetery intended for the Scattering of cremated remains and marked by a Common Memorial Marker.

***“Tiered Burial”*** means Green Burial interment in the first available Lot, as determined by the Caretaker, with no more than three interments in any Lot, and with no Lot being exclusively associated with any Rights Holder.

***“Woodland Garden”*** means an area of the Robinson Memorial Park Cemetery where full-burial interments are Tiered Burials and marked with a Common Memorial Marker

- 3.2 References to a “Right of Interment” in this Bylaw will apply equally to any Lot License issued by the City pursuant to any predecessor bylaw enacted in the City.
- 3.3 Words that are not defined in this Bylaw, but are defined in the Act, will have the meaning assigned to them in the Act.

#### **4. Application of Bylaw**

- 4.1 Subject to any contrary provisions in the Act, this Bylaw applies to any current and future Cemeteries operated by the City and to all additional real and personal property whether or not it is within the City that has been or is hereafter acquired and held by the City for use as a Cemetery.

#### **5. Dedication of Cemetery**

- 5.1 The following legally described real property in Coquitlam, British Columbia, is set aside, held, laid out, developed, improved, used and maintained, as a City owned Cemetery and dedicated for that use, and will continue to be used, operated and maintained for that purpose, and will not be used for any other purpose.

##### **Robinson Memorial Park:**

Parcel Identifier: 023-918-144  
Lot A, District Lot 355, Group 1  
New Westminster District Plan LMP35285

## **Part 2 – Administration of Cemetery and Bylaw**

### **6. Establishment of Board of Cemetery Trustees**

- 6.1 In accordance with the provisions 37(2) of the Act, Council has established and hereby continues itself as a board of cemetery trustees to own and operate Cemeteries.

### **7. Powers and Duties of the Board**

- 7.1 Council hereby vests in the Board, all such power and authority as is necessary to permit the Board to own and operate the Cemeteries, including, but not limited to, the power from time to time to appoint an Administrator, and to delegate its power and authority to the Administrator.
- 7.2 The Board may, from time to time, and at any time, determine:
- (a) the size and layouts of Lots in a Cemetery;
  - (b) the categories for use of Lots in a Cemetery;
  - (c) the size, type and layout of various memorial products; and
  - (d) the developments and improvements to be carried out in respect of a Cemetery.
- 7.3 The Board will cause a copy of this Bylaw and any amendments to be available for public inspection online at [www.coquitlam.ca](http://www.coquitlam.ca), at the Cemetery during operating hours, or at City Hall during the hours of 8:00 a.m. to 5:00 p.m. on any weekday, excluding Holidays and any other day on which City Hall is closed.

### **8. Powers and Duties of Administrator**

- 8.1 The Administrator is responsible for the general administration and enforcement of this Bylaw and will:
- (a) maintain all records and information for the administration, operation, maintenance and management of the Cemetery as required by the Board and the Administrative Authority of the Act;
  - (b) prescribe the form of and issue Rights of Interment, Interment Permits and Memorial Marker Permits, subject to any conditions and fees required by this Bylaw or the Act;
  - (c) maintain a complete record of all Rights of Interment granted pursuant to this Bylaw, or any predecessor Bylaw, which will contain, at a minimum, a number of the Right of Interment, a description of the Lot to which the Right of Interment

relates, the name and address of the applicant and the name of the person whose human remains or cremated remains will be interred in the Lot; and

- (d) subject to the provisions of this Bylaw and the Act, make and enforce such policies as are necessary for the administration of this Bylaw.

### **Part 3 – Right of Interment**

#### **9. Grant, Reclamation & Surrender of Right**

- 9.1 The Administrator may, subject to payment of the prescribed fees and to the provisions of this Bylaw, grant to any person a Right of Interment, in the form prescribed by the Administrator from time to time, in a Lot in a Cemetery for the interment of the human remains or the cremated remains of the person identified in the Right of Interment as the person whose human remains or cremated remains are to be interred in the Lot, and no person will acquire any right to interment in a Lot except through the issuance of a valid Right of Interment by the Administrator.
- 9.2 Except as otherwise expressly provided for in this section, a Right of Interment for in-ground burial of human remains may only be issued to inter a Resident or Former Resident, or a Family Member of a Resident or Former Resident.
- 9.3 Unless for immediate use, a Right of Interment may only be issued to:
  - (a) a Resident who is sixty-five (65) years of age or older; or
  - (b) a person who has been a Resident of Coquitlam for at least twenty (20) consecutive years as of the date of the application for the Right of Interment; or
  - (c) a Resident, Former-resident or non-resident who has a Family Member interred in the Cemetery where they are applying for a Right of Interment.
- 9.4 Rights of Interment that are not for immediate use, may not, in any given calendar year, in any given Cemetery, exceed the lesser of one-hundred (100) vacant Lots, or 50% of all remaining Lots in the Cemetery.
- 9.5 The granting of a Right of Interment does not result in any title or interest in the Lot or land on which the Lot is located vesting in the Right Holder, but rather provides only for the right to inter the person named in the Right of Interment, in accordance with the Right of Interment.
- 9.6 The Administrator may refuse to grant a Right of Interment for more than one (1) Lot to any one (1) person.

- 9.7 Subject to sections 9.9 to 9.11, a Right of Interment may not be sold, assigned or transferred.
- 9.8 A Right Holder, or his or her executor, may apply to the City to surrender the Right of Interment by making application to the Administrator in the form prescribed by the Administrator from time to time. As consideration for the surrender, a refund equal to the current purchase price, less 10% for above-ground niches for cremated remains, and 25% for in-ground burials, will be issued by the Administrator to the Right of Interment Right Holder provided:
- (a) there are no interments in the designated Lot;
  - (b) the original Right of Interment document is surrendered;
  - (c) the administration fee is paid; and
  - (d) any fee associated with the removal of any memorial that is on, or around the surrendered Lot, is paid.
- 9.9 The identity of the person whose human remains or cremated remains are to be interred in a Lot pursuant to a Right of Interment may not be changed without the prior written approval of the Administrator, and may only be changed to a Family Member.
- 9.10 Upon approval by the Administrator, a Right of Interment may be reclaimed by the City if:
- (a) the Right Holder and the person identified as the person whose human remains or cremated remains are to be interred in the Lot would be at least ninety (90) years of age; and
  - (b) a minimum period of fifty (50) years has elapsed from the date of purchase; and
  - (c) a minimum of ninety (90) days has passed since notice of intent to reclaim has been sent to the Right Holder and the person identified as the person whose human remains or cremated remains are to be interred in the Lot, at their last known addresses; and
  - (d) the City has made diligent attempts to contact the Right Holder and the person identified as the person whose human remains or cremated remains are to be interred in the Lot.
- 9.11 If a Right of Interment for a Lot has been reclaimed and resold in accordance with this Bylaw and the Right Interment is subsequently required for use by the original holder, the City will provide another Right of Interment of equal or greater value that has been chosen from the available Lots of the Cemetery by the original Right of Interment holder

or the person who has the authority under the Act with respect to the interment of a deceased Right of Interment holder.

- 9.12 The granting of a Right of Interment does not entitle the Right Holder or his or her executor to require the City to inter the human remains or cremated remains of the person identified in the Right of Interment as the person whose human remains or cremated remains are to be interred in the Lot unless the Right Holder or his or her estate complies in all respects with the provisions of this Bylaw, including, without limitation, the payment of all fees related to the interment.

#### **Part 4 – Conditions of Interment & Disinterment**

##### **10. Conditions of Interment**

- 10.1 Only human remains or cremated remains of a human body may be interred in the Cemetery.
- 10.2 No interments will be performed in the Cemetery by anyone other than the Caretaker or other authorized agent of the Administrator.
- 10.3 No interment will be allowed until:
- (a) the Administrator has received an application for an Interment Permit from the person who has control of disposition of the remains of the person to be interred as provided in the Act;
  - (b) the Administrator has issued an Interment Permit;
  - (c) all applicable fees as set out in the Fees and Charges Bylaw have been received by the Administrator; and
  - (d) this Bylaw, the Act, and any other applicable legislation have been fully complied with.
- 10.4 Every application for an Interment Permit must be received not less than forty-eight (48) hours before the interment is to take place unless, in the case of interment of human remains, the deceased was, at the time of death, suffering from an infectious disease, in which case the provisions of section 10.5 will apply, or, where the interment practices of a church or religious denomination require, or, for the purpose of cremated remains Scattering, that an application for an Interment Permit may be submitted in a shorter period of time before interment, within such time before interment as the Administrator may allow in order to accommodate the practices of that church or religious denomination.



- 10.5 Where the human remains to be interred are those of a person who, at the time of death, suffered from an infectious disease, interment may occur within forty-eight (48) hours of death and the Medical Health Officer must provide to the Administrator specific written instructions to be followed during the interment to ensure the health and safety of all persons who may be affected. The Administrator will convey the said instructions to the Caretaker responsible for the interment and the Caretaker will ensure that the instructions are followed.
- 10.6 Subject to 10.7, all full-burial Lots, except those in Woodland Garden, are limited to up to two interments of human remains, plus up to eight cremated remains. All interments in one Lot must be of a Family Member of the deceased whose human remains were first interred in the Lot, or the Rights Holder. The Memorial Marker Permit fee, Maintenance Fund fee, the fee for interment of cremated remains, and any other prescribed fees will apply to each interment.
- 10.7 Lots in the Woodland Garden are limited to Tiered Burial.
- 10.8 All cremation Lots, except the Family Cremation Lot Estates, may accommodate two sets of cremated remains. The Memorial Marker Permit Fee, the Maintenance Fund fee, the fee for interment of cremated remains, and any other prescribed fees will apply to the second interment.
- 10.9 All Family Cremation Lot Estates may accommodate up to eight sets of cremated remains interred in pre-installed receptacles. The Memorial Marker Permit Fee, the Maintenance Fund fee, the fee for interment of cremated remains, and any other prescribed fees will apply to each interment.
- 10.10 No subsequent interment of cremated remains in a Lot will be made if, in the opinion of the Administrator, acting reasonably, to do so would result in a disturbance of the already interred human or cremated remains, with the exception of Scatterings.
- 10.11 Human remains that are to be interred in a Lot must be in a container that does not exceed the size of the Lot.
- 10.12 For every interment of human remains, the grave will be dug to a depth sufficient to ensure that there is not less than 60 centimeters of earth between the upper surface of the interment vessel and the level of the ground surrounding the grave.
- 10.13 All cremated remains must be interred in a sheathed and sealed container specifically manufactured for use as a receptacle for the cremated remains of human bodies and will be enclosed in a container supplied by the Administrator, except for those which are placed in the Scattering area of the Cemetery, are intended to be non-recoverable, or are to be placed in boulder memorial areas.

- 10.14 For every interment of cremated remains in a container, the grave will be dug to a depth sufficient to ensure that there is not less than 30 centimeters of earth between the top of the container and the level of the ground surrounding the grave.
- 10.15 For every interment of cremated remains in a wall niche, the container for cremated remains may not exceed the size of the pre-installed vault.
- 10.16 For every interment of cremated remains in a boulder memorial, the remains must be contained in a biodegradable container and are considered non-recoverable.
- 10.17 Cremated remains may be Scattered in the Scattering Garden and the remains are considered non-recoverable from the time of Scattering.
- 10.18 Cremated remains Scattered in the Scattering Garden may be memorialized on a Common Memorial Marker, and inscriptions must comply with all terms and conditions of the Memorial Marker Permit. There is no obligation for the Right Holder to have a memorial inscription made on the Common Memorial Marker.
- 10.19 No interment of either human remains or cremated remains will be permitted at or above ground level of any Lot except in a wall specifically designated for the interment of cremated remains.
- 10.20 All interments will be done under the direct supervision of a Caretaker and will be scheduled to begin between the hours of 9:00 a.m. to 2:00 p.m. – Monday to Friday. Interments outside of these hours or on weekends will be permitted to occur only upon payment of prescribed fees and with the written consent of the Administrator, which consent will be given in all circumstances where an early interment is required in the directions of the Medical Health Officer given pursuant to section 10.5, and will be at the discretion of the Administrator in all other cases, having regard to the availability of resources and any excessive costs associated with providing the same.

**11. Green Burial Conditions of Interment**

- 11.1 Green Burial is available in the Woodland Garden and Dogwood Garden areas of the cemetery.
- 11.2 Human remains proposed for interment in a Green Burial Lot shall be:
  - (a) in a natural state and shall not be embalmed;
  - (b) clothed, wrapped or shrouded in natural and fully biodegradable fiber or material;

- (c) enclosed in a shroud, casket or alternative container that is approved by the Administrator for use in a Green Burial Lot; and
  - (d) Enclosed in a shroud, casket or alternative container with a rigid base that permits the dignified transport and safe handling of the human remains by all persons so charged.
- 11.3 Human remains interred in a Green Burial Lot shall be considered non-recoverable from the date of interment and the Board shall have no obligation, except where ordered to do so under provisions of legislation, regulation or as ordered by a court of competent jurisdiction, to recover human remains interred in a Green Burial Lot.
- 11.4 All human remains Interments in the Woodland Garden are limited to Tiered Burials. A Right of Interment for a Tiered Burial may be purchased for immediate need only and shall be for one human remains interment only, the location of which will be assigned by the Caretaker subject to Lot use and ecosystem restoration and reforestation plans established by the Cemetery for the Woodland Garden. Interments in the Woodland Garden will only be marked with a Common Memorial Marker.
- 11.5 No form of exterior grave box, grave liner or protective vault is permitted in a Green Burial Lot.
- 11.6 The City shall have the right to utilize such equipment, including motorized equipment, to open and close a Green Burial Lot as it deems necessary to protect the safety of all City personnel and any person participating in and attending the interment service and to permit for the safe and dignified interment of the human remains into the Lot. The City shall make every reasonable effort to replace soil in a grave occupied by human remains in as sensitive a manner as is practical.
- 11.7 Upon provision of advance notice to the Administrator, family members and friends of the deceased may be permitted to participate in the closing of a Green Burial Lot. In the instance where persons other than City personnel participate in the closing of a Green Burial Lot, those persons shall:
- (a) be subject to supervision by the Caretaker;
  - (b) follow all instructions issued to them by the Caretaker;
  - (c) be of sound physical condition and be capable of the participation intended; and
  - (d) assume personal liability for any injury arising to them as a result of their participation.

- 11.8 The City provides no warranty or guarantee whatsoever and bears no liability with respect to the protection of, or the aesthetic, structural or physical impacts made to, a casket or alternative container and the enclosed human remains that may arise from the replacement of gravesite soil into a Green Burial Lot.
- 11.9 Cremated human remains proposed for disposition in the Dogwood Garden area shall be enclosed in an urn or container that:
- (a) is approved for use in the Dogwood Garden by the Administrator prior to a scheduled interment service;
  - (b) is designed to decompose upon contact with or in the ground;
  - (c) is made of a fully biodegradable material which may include recycled and unbleached paper or cardboard; and
  - (d) shall not have any interior plastic, metal or other form of permanent liner, container or bag.
- 11.10 Human remains interred in the Woodland Garden area may be memorialized on a Common Memorial Marker, and inscriptions must comply with all terms and conditions of the Memorial Marker Permit. There is no obligation for the Right Holder to have a memorial inscription made on the Common Memorial Marker.
- 11.11 Only the City may conduct or supervise the planting of trees, shrubs, plants, flowers or any other vegetation in a Green Burial area.
- 11.12 The City shall have the right to manage, maintain and alter the interment areas, memorials, roads and pathways, change or remove plantings, grade, alter in shape or size, or otherwise change all or any part of a Green Burial area as it deems necessary and subject only to compliance with any applicable requirements of the Act.

**12. Conditions of Disinterment**

- 12.1 Pursuant to section 16 of the Act no Disinterment will occur until:
- (a) the Administrator has received a written request from the person who has control of disposition of the remains of the person interred as provided in the Act;
  - (b) the Administrator has issued a Disinterment Permit;
  - (c) all prescribed fees have been received by the Administrator; and

(d) this Bylaw, the Act, and any other applicable legislation have been fully complied with.

- 12.2 In addition to the conditions under section 12.1, in the case of a person who at the time of death was known to have had an infectious or contagious disease, the person who has control of disposition of the remains must provide the Administrator with approval from a Medical Health Officer from the Health Region before a Disinterment Permit may be issued.
- 12.3 The City will exercise due care and attention when conducting a Disinterment, but is not responsible for any damage to any casket, urn or other container or human remains sustained during the Disinterment.
- 12.4 The City's responsibility in regards to any Disinterment of human remains will end at the point where the soil is sufficiently excavated to permit access to the remains for the removal by the attending funeral provider.
- 12.5 The City's responsibility in regards to any Disinterment of cremated remains will end at the point where the interment vessel is provided to the person who has control of disposition of the remains.
- 12.6 No person who has control of disposition of the remains of a person interred in a Cemetery pursuant to the Act will cause, allow or suffer any Disinterment of the same except in accordance with the terms and conditions of this Bylaw.

#### **Part 5 – Maintenance and Esthetics of Cemeteries**

##### **13. Memorial Markers**

- 13.1 No Memorial Marker may be installed or altered on any Lot unless and until the holder of the Right of Interment for such Lot or their authorized agent obtains a Memorial Marker Permit from the City.
- 13.2 The Administrator will only issue a Memorial Marker Permit when he or she is satisfied that, on the evidence provided by the applicant for such permit, the Memorial Marker will meet all of the requirements set out in Schedule A of this bylaw.
- 13.3 The installation of any Memorial Marker must be done by or under the direct supervision of the Caretaker.
- 13.4 Installation of the Memorial Marker may be denied, despite the issuance of a Memorial Marker Permit, where it appears to the Caretaker who is overseeing installation that the Memorial Maker does not comply with this Bylaw.

13.5 Interments in the Woodland Garden and Scattering Garden areas of the cemetery may only be memorialized on the Common Memorial Markers.

**14. Adornment of Cemetery and Lots**

14.1 Subject to 14.2, floral tributes may be placed at a Cemetery in accordance with the following:

- (a) notwithstanding subsections (b) through (d) below, on the day of an interment and for a period of seven (7) days following an interment, any type of floral tribute is permitted;
- (b) from April 30 to October 31, only fresh cut flowers may be placed on a Lot and potted plants, wreaths and artificial floral tributes of any type are prohibited;
- (c) from November 1 to April 29, one of the following may be placed on a Lot: fresh cut flowers, a potted plant, a wreath, an artificial floral tribute or a seasonal floral tribute;
- (d) a limit of one (1) flower container for the placement of fresh cut flowers, as approved by the City, shall be allowed to be set in each Lot;
- (e) in the case of a columbarium niche, floral tributes may be placed in a bud vase approved, supplied and installed by the City;
- (f) except for the day of an interment, the placement of any form of floral tribute shall not be permitted at the base of any columbarium; and
- (g) the City shall have the right, without prior notice, to remove or order removed any adornment that has been determined to be deteriorated, withered, is otherwise unsightly, out of season, or has become detrimental to the general aesthetic of adjacent Lots, the Cemetery or that may pose a safety risk, or for the purpose of maintenance, or that may otherwise contravene this Bylaw.

14.2 Except for the day of an interment, lots in the Woodland Garden and Scattering Garden areas may not be adorned at all, other than memorialization on a Common Memorial Marker.

14.3 The placement of any form of decoration, adornment, personal memento or other extraneous object, unless in compliance with this Bylaw, is not permitted on any Lot in a Cemetery. Unauthorized items placed on any Lot or in any Cemetery may, without prior notice, be removed or ordered removed by the City. This includes, but is not limited to;

glass items, photographs, pictures, toys, solar lights, balloons, battery operated candles, decorative rock, arbors, trellises, and floral tripods.

- 14.4 Notwithstanding Section 14.3 and subject to the approval of the City, small personal objects or mementos may be permitted to be placed within a columbarium niche where such items must be non-decomposing and non-perishable and will not be a hazard, harm or destroy the structure and will easily fit within the crypt or niche.
- 14.5 No open flame, candle, or burning of any substance or other material may take place inside a Cemetery without prior authorization given by the City and conducted under the direct supervision of the City.
- 14.6 The City shall not be liable for the deterioration, damage or loss of flowers, decorations or any other article attached to or placed on a Lot. Such flowers or articles that may be unsightly, broken or deteriorated may, without prior notice, be removed at the discretion of the City.
- 14.7 Except as may specifically be provided for elsewhere in this Bylaw, no Lot or other part of a Cemetery may be decorated or adorned in any manner by any person other than the City without the express consent of the City where the exercise of such consent shall be within the sole discretion and authority of the Administrator.
- 14.8 No tree, shrub, plant, bulb, flower or other decorative plant feature may be planted, pruned, cut down, removed or otherwise altered on a Lot or anywhere else within the limits of a Cemetery without the express consent of the City.

**15. Caretakers**

- 15.1 Each Caretaker is responsible to and will report directly to the Administrator.
- 15.2 The duties of the Caretaker are:
  - (a) to dig and prepare, or cause to be dug and prepared, all graves required, whenever and wherever ordered to do so by the Administrator;
  - (b) to carry out or cause to be carried out, the general work of a Cemetery in order to maintain it in a neat and tidy condition, including, without limitation, the installation and maintenance of all landscaping feature, lawns, paths, gates, fences, and all other Cemetery improvements;
  - (c) to maintain records as required and submit the same to the Administrator; and
  - (d) to carry out such other duties and work as may be assigned to a Caretaker by the Administrator in accordance with this Bylaw.

**16. Maintenance Fund and Other Monies**

- 16.1 The Maintenance Fund established for the perpetual maintenance and care of the Cemetery and the Lots therein is hereby continued, set aside and maintained. The fees prescribed by this Bylaw that are to be allocated to the Maintenance Fund are set out in the Fees and Charges Bylaw. All monies in the Maintenance Fund will be held and invested as trust funds by the City and in accordance with the requirements of the Act, and such funds will be devoted solely to the purpose for which they were received.
- 16.2 The Maintenance Fund will be maintained in an account to be designated as the "Maintenance Fund Account". The Administrator will be responsible for all deposits into this account and for ensuring that:
- (a) the account at all times complies with the provisions of the Act and this Bylaw;
  - (b) any investment of monies in the Maintenance Fund is permitted under the aforementioned Act, the *Community Charter* S.B.C. 2003 c.26, and this Bylaw; and
  - (c) any interest earned on the investments of the Maintenance Fund and any income therefrom must be used for the maintenance and care of the Cemetery in the year in which the interest and income is earned, and if the interest or income is not used in the year in which the interest and income is earned, it must be set aside in a reserve fund for future expenditure on the upkeep and care of a Cemetery, or at the option of Council, it may be paid into the Maintenance Fund to increase the principle sum.
- 16.3 The Administrator may, on behalf of the City, accept voluntary payments to the Maintenance Fund from a person, corporation, an organization or similar group or establishment.
- 16.4 The principle sum of the Maintenance Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the Act.
- 16.5 The Administrator will maintain separate accounts of all monies that are not designated as part of the Maintenance Fund, that are received and expended by the City pursuant to this Bylaw, and any surplus of revenues over expenditures and debt repayments remaining at the end of each financial year will be placed into a reserve fund for cemetery acquisition and development purposes.



## Part 6 – Offences and General Provisions

### 17. General Provisions

- 17.1 The Cemetery will be open to the public from 8:00 a.m. each morning until the earlier of 8:00 p.m. or dusk each evening. Entry into the Cemetery outside of the hours specified in this section will only be permitted with the prior written authority of the Administrator.
- 17.2 All applications for Rights of Interments, Interment Permits, and Memorial Marker Permits must be made at the Cemetery between the hours of 9:00 a.m. to 2:00 p.m. –Monday to Friday, excluding Holidays.
- 17.3 Every person, including those in a funeral procession, when entering and while within a Cemetery, will 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, or commits any offence listed in this Bylaw may be evicted by the Caretaker, and in addition, is guilty of an infraction of this Bylaw.

### 18. Offences and Penalties

- 18.1 It is an offence for any person to:
- (a) Scatter, dispose of, or inter any cremated remains or bury any human remains within a Cemetery except in accordance with the Act and this Bylaw;
  - (b) willfully or negligently destroy, mutilate, deface, damage, injure, remove or alter anything within a Cemetery, including, without limitation, any plants, flowers, trees, rocks, fences or Memorial Markers;
  - (c) carry out any activity within a Cemetery other than the attendance at a funeral service or the visitation of any Lot for the purpose of paying respect to the dead;
  - (d) drive a vehicle in a Cemetery other than on the designated roadways for vehicles and in compliance with any posted speed regulations and other directives;
  - (e) conduct themselves in such a manner as to disturb the peace, quiet and good order of the Cemetery or any funeral services being conducted therein;
  - (f) discharge any firearm in any Cemetery other than at a Military service for which a gun salute has been authorized by the Administrator and which is conducted under the command of an Officer in charge and only during the memorial service;

- (g) bring into or leave within the Cemetery any food, rubbish, debris, litter, or other offensive matter;
- (h) allow an animal in his or her custody, care or control to be within a Cemetery unless the animal is kept on a leash;
- (i) allow an animal in his or her custody, care or control to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner outside of the Cemetery; or
- (j) solicit orders for goods or services within a Cemetery, except that the Administrator or his or her authorized agent may solicit orders for good or services within a Cemetery.

18.2 Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable for a fine not exceeding the maximum allowable under the *Offence Act* (B.C.), and each day that a contravention occurs or continues to exist is deemed to be a separate offence against the Bylaw.

**19. Severability**


19.1 If any section, subsection, clause or phrase of this Bylaw is, for any reason, held to be invalid by a court of competent jurisdiction, it will be deemed to be severed and the remainder of the Bylaw will remain valid and enforceable in accordance with its terms.

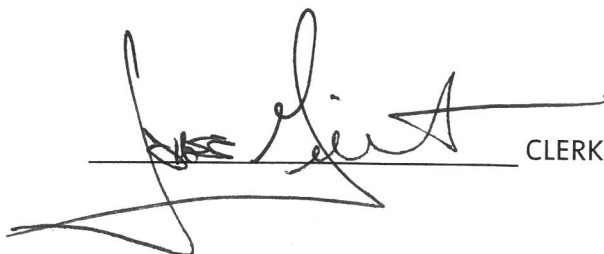
READ A FIRST TIME this 20<sup>th</sup> day of September, 2021.

READ A SECOND TIME this 20<sup>th</sup> day of September, 2021.

READ A THIRD TIME this 20<sup>th</sup> day of September, 2021.

GIVEN FOURTH AND FINAL READING and the Seal of the Corporation affixed this 27<sup>th</sup> day of September, 2021.

  
MAYOR

  
CLERK

**SCHEDULE A**  
**MEMORIAL MARKER DETAILS**

Any Memorial Marker for which a Permit is issued pursuant to Cemetery Bylaw No. 5000, 2021 (the “Bylaw”), as amended, is subject to the provisions of that Bylaw notwithstanding that the City of Coquitlam may inadvertently approve a Memorial Marker whose dimensions or material does not comply with the Bylaw. It is entirely the responsibility of the Applicant to ensure that the Memorial Marker for which this permit issued complies with the Bylaw.

1. Memorial Markers must meet the following dimensions in size:

Location	Main Marker	Size (All Markers to be 3 inches thick)			Composition	Edges	Type
		Common Marker	Cremation Marker Maximum 4	Infant/ Child			
<b>Sections A-F</b>	Purchased pre-1999: may match existing markers of family members	N/A	8 x 12 12 x 20	8 x 12 12 x 20	Granite	Sawn	Flat
	16 x 28	N/A	8 x 12 12 x 20	8 x 12 12 x 20	Granite	Sawn	Pillow or Flat
	12 x 20	N/A	8 x 12 12 x 20	N/A	Granite	Rock Pitched	Pillow or Flat
<b>Section G</b>	16 x 28	N/A	12 x 20	N/A	Granite	Sawn	Flat
<b>Section I</b>	N/A	N/A	12 x 20	N/A	Granite	N/A	Flat
<b>Cedar Garden</b>	16 x 28	N/A	8 x 12 12 x 20	N/A	Granite	Sawn	Sawn
<b>Hemlock Garden</b>	N/A	N/A	No more than two 12 x 20 or four 8 x 12	N/A	Granite	Sawn	Flat

<b>Maple Garden</b>	16 x 28	N/A	12 x 20	N/A	Granite	Sawn	Flat
<b>Oak Gardens</b>	12 x 20 16 x 28	N/A	12 x 20	N/A	Granite	Rock pitched	Pillow
	12 x 20 16 x 28	N/A	12 x 20	N/A	Granite	Sawn	Flat
<b>Dogwood Garden</b>	16 x 28	N/A	12 x 20	One - 14 x 18 or Two- 8 x 12	Granite	Sawn	Flat
<b>Woodland Garden</b>	N/A	D.O.B – Name – D.O.D	N/A	N/A	N/A	N/A	N/A
<b>Scattering</b>	N/A	D.O.B – Name – D.O.D	N/A	N/A	N/A	N/A	N/A
<b>Family Estates</b>	12 x 24 (Slope 4-6 or 4-8)	N/A	N/A	N/A	Granite	Rock Pitched	Pillow

2. Memorial Markers on any memorial wall must be made of granite and must be the same size as the existing granite plaques set into the wall.