



The Corporation of the City of Courtenay

Bylaw No. 3205

A Bylaw to provide for Cemetery regulation, management, operation, and maintenance.

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The Council of the City of Courtenay, in open meeting assembled, enacts as follows:

Citation

1. This Bylaw shall be cited as “Cemetery Bylaw No. 3205”.

Definitions

2. A word or phrase used in this Bylaw that is defined in the Cremation, Interment, and Funeral Services Act (CIFSA) or the Business Practices and Consumer Protection Act, or associated regulations, has the meaning given in that Act or Regulation.
3. In this Bylaw, unless the context requires otherwise:

“APPLICANT”	means a person or organization which has applied to the City for a right of interment, an interment, a memorial, or a memorial installation or other Cemetery product or service;
“APPROVED AGENT”	means a person or business that has been engaged by the City to provide services at, or goods to, the Cemetery, but does not include the City or City staff;
“BURIAL PERMIT”	means a legal document issued in the Province of B.C. acknowledging the registration of a death with the Vital Statistics Agency of BC and required for an interment or cremation in the Province of BC;
“CEMETERY”	means the Courtenay Civic Cemetery;
“CIFSA”	means separately or together, the Cremation, Interment and Funeral Services Act, and the Business Practices and Consumer Protection Act, and all associated regulations;
“CHILD”	means a person under 18 years of age, and includes an infant;
“CITY”	means The Corporation of the City of Courtenay, and separately or together may also mean: the Mayor and Council of the City, a department of the City, a person or persons employed by the City, or a person or persons authorized by the City to conduct work directly related to the development, management, operation, provision of service and maintenance of the Cemetery;
“DECEASED”	means a person who has died;

“DIRECTOR”	means the City’s Director of Corporate Services, or their delegate;
“FEES”	means the Fees established for the Cemetery;
“GRAVE LINER”	means a receptacle with, or without, a lid, constructed of a durable material, that may or may not have a bottom, into which a burial container holding human remains or an Urn holding cremated remains is placed to provide reinforcement of a Lot as part of an interment;
“HOLIDAY”	means any Holiday observed by the City;
“INTERMENT AUTHORIZATION”	means a document, in the form prescribed by the City, which is completed and signed by a person having the legal authority to authorize the interment of human remains or cremated remains of a Deceased person;
“INTERMENT PROCESS”	means the excavation and preparation of a Lot for an interment and the closing of a Lot after the interment of human remains or cremated remains has been made in a Lot;
“LEGAL REPRESENTATIVE”	means a person who, or an agency that, by order of priority set out in CIFSA, has the right to control the disposition of the human remains or cremated remains of a Deceased person;
“LOT”	means a designated space in the Cemetery, set out in a right of interment, to be used for: a) the interment of human remains or cremated remains, b) the installation of a memorial to identify a Lot and/or memorialize a Deceased person, and includes but is not limited to a columbarium niche, or in-ground Lot;
“MEDICAL HEALTH OFFICER”	means a person appointed from time to time under the Public Health Act, to act as Medical Health Officer in the Province of BC;
“MEMORIALIZATION”	means the process of selection, installation, or placement of a memorial in remembrance of a Deceased person at a Lot or a memorial space and may include the purchase of a memorial;

“NON-RESIDENT”	means a person who does not satisfy the definition of a Resident;
“RESIDENT”	means a person who resides, and has resided, or has owned Residential property within the City of Courtenay, the Town of Comox, or within the boundaries of Electoral Area B for a minimum of 6 months prior to the date of purchase, or prior to the date of death;
“RIGHTS HOLDER”	means a person that has purchased, or by assignment or permitted transfer, holds a right of interment in the Cemetery;
“SCATTERING”	means the irreversible dispersal of cremated remains in a designated area or feature within the Cemetery where such dispersal may result in comingling with previously scattered cremated remains in the Scattering location;
“URN”	means a container used or intended to be used for the containment of cremated remains;
“WITHOUT PRIOR NOTICE”	means there is no obligation of the City to make or provide advance notice to an interment Rights Holder when the City conducts maintenance or bylaw enforcement functions at the Cemetery.

4. The headings given to the parts, sections and paragraphs in this Bylaw are for convenience of reference only. They do not form part of this Bylaw and shall not be used in the interpretation of this Bylaw.
5. The Schedules listed here and as attached form a part of this Bylaw:
 - a) Schedule A: Cemetery Fees
 - b) Schedule B: Memorial Specifications.

Cemetery Establishment

6. The following described real property is established, operated, and maintained as a City-owned Cemetery:
 - a) Courtenay Civic Cemetery: Legally described as Lot 2, Section 18, Comox District Plan 8920, and at the civic address of 4768 N Island Highway, Courtenay, B.C.

7. The Cemetery is established for the purpose of making interment, Memorialization and bereavement rites and ceremonies available to all persons, irrespective of race, faith, or any other form of categorization.
8. The development, operation and maintenance of the Cemetery shall be conducted in accordance with any enactment of British Columbia or Canada, as may be applicable.
9. The City shall have full ownership over the land, buildings, plantings, roads, utilities, books, and records of the Cemetery.
10. The City shall have the right to:
 - a) Manage, maintain, or alter the interment areas, roads, pathways, buildings, and infrastructure of the Cemetery; and
 - b) Change or remove plantings, move, relocate, or remove memorials, grade, alter in shape or size, or otherwise change all or any part of the Cemetery.
11. The City, at its cost, in a timely manner, and in compliance with CIFSA, shall correct any error that may be made by it, and if appropriate and possible, may grant a right of interment or Lot of equal value and location in lieu.
12. To ensure operation and maintenance of the Cemetery can be performed in a safe, efficient, and timely manner the City has a right of passage, in any manner it deems necessary, over every Lot and all the land of the Cemetery.

Administration

13. The Director is the senior City staff person responsible for the administration, interpretation, and enforcement of this Bylaw and shall:
 - a) Ensure all records and information for the management, administration, operation, and maintenance of the Cemetery are collected and retained as required under CIFSA and City regulations;
 - b) Ensure all rights of interment, permits and contracts are issued and recorded as required and in compliance with CIFSA and this Bylaw;
 - c) Designate, as needed, other City employees to perform administrative and operational tasks and actions in support of the Cemetery and the provision of service therein; and
 - d) In the instance of an emergent or extraordinary circumstance, have the authority to interpret and enforce this Bylaw, and to modify or waive the application or enforcement of this Bylaw as long as this action remains in compliance with CIFSA.

Interment Rights

14. The City may grant an interment right for a vacant Lot in the Cemetery on an at-need or a reserve basis, upon payment of the established fee.

15. The Director shall determine whether to sell Lots on an at-need or a reserve basis, based on the available inventory and at-need Lot demand.
16. An interment right grants to a Rights Holder a right, in perpetuity, to use a Lot within the Cemetery.
17. An interment right does not grant to a Rights Holder any title to, ownership of, or interest in the land of the Cemetery, or of a Lot therein, or any other special privilege over the land of the Cemetery.
18. Possession of an interment right does not entitle a Rights Holder to require the City to perform an interment until the Rights Holder complies fully with this Bylaw.
19. An interment Rights Holder may only designate one Lot for their own use.
20. An interment Rights Holder may designate who, other than themselves, is authorized to control the use of a Lot registered in their name.
21. An interment Rights Holder, at the time of purchase, shall reserve the right to use a Lot they have purchased for themselves or assign the right or any secondary rights to a Lot to another person of their choosing.
22. No individual may purchase the interment rights for more than 2 Lots in the Cemetery, without the consent of the City.
23. The City shall advise an Interment Rights Holder to make a provision in their Will to transfer possession and control of any Interment Rights registered in their name.
24. If the Legal Representative of a Deceased original Rights Holder cannot provide a clear line of transfer for Interment Rights, the City has the authority to:
 - a) Determine who may exercise the right of interment and under what terms and conditions it be exercised; or
 - b) Where a clear and distinct right of transfer or succession cannot be demonstrated or ascertained, prohibit the use of any surviving interment rights in a Lot.
25. A right of interment for a Human Remains Lot shall grant the following uses:
 - a) **CASKET LOT:** this form of Lot is limited to the Interment of 1 person and the secondary interment of the cremated remains of not more than 4 persons;
 - b) For Casket Lots sold prior to the passage of this Bylaw, where a double depth interment was part of an Interment Right purchased, then the interment of 2 human remains shall be permitted providing that:
 - i. The first human remains interment shall be buried in the grave at a lower depth than the second human remains,
 - ii. This form of Lot is limited to the Interment of 2 persons and the tertiary interment of the cremated remains of not more than 4 persons;
 - c) The City may refuse to make a second casket burial in a double-depth Lot if it cannot be determined whether the first casket burial was made at a sufficient depth; and

- d) No casket burial is permitted in a full size Lot after cremated remains have been interred in the Lot, unless it can be determined that the existing cremated remains were interred after June 2009 and encased in a proper commercial-grade cremation Grave Liner that case be removed without disturbing the cremated remains.
26. Every Human Remains Interment shall be made to a depth that ensures not less than 1 metre (3 feet) of earth is between the upper surface of the casket or Grave Liner and the finished surface level of the Lot.
27. The depth of human remains interment shall be sufficient to permit the secondary interment of cremated remains over the human remains interment.
28. A right of interment for a Cremated Remains Lot shall grant the following permitted uses,
- a) **IN-GROUND CREMATION LOT:** this form of Lot is limited to the interment of the cremated remains of up to 2 persons;
 - b) **NICHE CREMATION LOT:** this form of Lot is limited to the interment of the cremated remains of up to 2 persons, where the cremated remains shall be enclosed in a container or Urn constructed of a permanent, durable material approved by the City.
29. The City will not reclaim any in-ground cremation Lot or niche cremation Lot that has not been used for interment but has a memorial on it.
30. Every in-ground Cremated Remains Interment, including secondary interment in a Human Remains Lot, shall be made in an Urn which is further enclosed in a Grave Liner approved and supplied by the City, and the liner with Urn shall be interred to a depth that ensures not less than 0.6 metre (2 feet) of earth is between the upper surface of the liner and the finished surface level of the Lot.
31. The City may permit, subject to any rules it shall establish, the surface Scattering of cremated remains at the Cemetery where such service is limited to the Scattering of the cremated remains in a designated Scattering area or feature of the Cemetery.
32. The City may establish other interment rights for Lots in the Cemetery that may have the same classification as Lots described herein but may also have a different interment capacity and memorial criteria specific to their design and location in the Cemetery.
33. Transfer of an interment right for an unused Lot shall be made under the following terms:
- a) The original interment Rights Holder or their Legal Representative makes written application to the City stating their intent to surrender the interment right;
 - b) There are no interments in, and no memorials installed on the Lot being surrendered;
 - c) The original Interment Rights Certificate is surrendered to the City;
 - d) The new Interment Rights Holder shall pay an administration fee, and the difference between the Fees paid originally and the current Fees, including any Fees related to residency;

- e) Where the application to surrender the interment right is made within 30 days of the original purchase date then 100% of the Fees paid shall be refunded; or
 - f) Where the application to surrender the interment right is made 31 days or later after the original purchase date then 100% of the Fees paid, less the Care Fund contribution paid, and less the cost of any Cemetery products purchased, shall be refunded;
 - g) The Director has the authority to refuse the transfer if the ownership of the Interment Right cannot be determined to their satisfaction.
34. Subject to compliance with section 25 of CIFSA, and upon prior approval of a director of Consumer Protection BC, the City may reclaim and resell a right of interment for a Lot where the right of interment for the Lot was previously sold.
35. In the instance an interment right for a Lot has been reclaimed and resold, and the interment right is subsequently required for use, the City shall provide another interment right of equal or greater value from the available Lots in the Cemetery.
36. The City may sell the interment rights for not more than 10 Lots to an individual or organization under such terms and conditions as the City deems appropriate.
37. The City may, by special agreement, with a society, church, or other organization, reserve a section of a City Cemetery under such terms and conditions as the City deems appropriate, to be used exclusively for the interment of Deceased members of the society, church, or other organization.

Interment Services: General

38. Only human remains, or cremated human remains may be interred in the Cemetery.
39. All services at the Cemetery, including the interment of human remains or cremated remains, the Scattering of cremated remains, exhumation and disinterment of human remains, and the exhumation and disinterment of cremated remains in the Cemetery; shall be conducted in a manner consistent with the dignity of adjacent Lots, the Cemetery and general community standards.
40. No interment, disinterment, exhumation, Scattering or any other form of disposition of human remains or cremated remains at the Cemetery shall be permitted until:
- a) The Legal Representative of a Deceased completes, signs, and delivers to the City an Interment Authorization, in a form prescribed by the City;
 - b) All Fees payable to the City for a Lot, the interment, and for any other service or product supplied by the City to facilitate the interment, are paid in full to the City;
 - c) Proper notice, in a manner prescribed by the City, has been provided to the City;
 - d) For human remains, a B.C. Burial Permit has been surrendered to the City;
 - e) For cremated remains, a Certificate of Cremation has been surrendered to the City; or

- f) Where a death has occurred in a jurisdiction other than the province of B.C., a disposition document for the interment, deemed acceptable by the City, has been surrendered to the City.
41. Reasonable notice of an interment is required. The notice, documents and Fees for an interment shall be delivered to the City, where the notice shall be:
- a) For in-ground casket burials, made not less than 72 hours, of which 16 hours shall be normal operating hours of the City, prior to the scheduled interment; and
 - b) For all other burials, made not less than 48 hours, of which 16 hours shall be normal operating hours of the City, prior to the scheduled interment.
42. Upon provision of proper notice and authorization, interments may occur:
- a) For casket burials:
 - i. Monday through Friday, between 9:00 a.m. and 1:30 p.m.;
 - ii. Interments may be scheduled later than 1:30 p.m. at the City's discretion, but will be subject to overtime Fees;
 - b) For all other interments, Monday through Friday, between 9:00 a.m. and 2:00 p.m.;
 - c) At a set time arranged with the City, and the interment service must conclude within 90 minutes of that time;
 - d) Subject to payment of an overtime fee and the availability of staff, on a Saturday, Sunday or Day of Observance or Holiday observed by the City, between 9:30 a.m. and 1:00 p.m.; and
 - e) Any interment service that occurs or goes past 3:30 p.m. on any day is subject to overtime Fees.
43. Prior to accepting custody of remains at a Lot the City shall not be liable for any delay in an interment service and, after accepting custody, shall not be liable for any delay in an interment arising from circumstances outside of the City's control.
44. The City shall have the authority to suspend or cancel interment services at, and limit or prohibit public access to the Cemetery where severe weather, road or grounds conditions or other extraordinary circumstance may warrant or pose a hazard to the public, City personnel or their agents.
45. Every interment service in the Cemetery shall be conducted by or performed under the supervision of the City.
46. Only the City, or an Approved Agent of the City, shall excavate, open, or close a Lot in the Cemetery.

Interment Services: Human Remains

47. Human remains for interment in the Cemetery shall be:

- a) Enclosed in a container that complies with CIFSA;
 - b) Further enclosed or covered by a Grave Liner of a design established, provided, or approved by the City for the interment Lot; and
 - c) The only exception to this requirement is for the interment of infant human remains, where no Grave Liner is required.
48. It is the responsibility of the Legal Representative of a Deceased to provide the means and persons to transfer and deliver human remains to an interment Lot for interment.
49. Applicants for an interment service may request permission to witness the Interment Process at the Cemetery, subject to the following:
- a) The request to witness the interment shall be communicated to the City as part of the notice of interment;
 - b) All proceedings at the interment site shall be under the direction of the City and those witnessing the Interment Process shall follow all instructions given by the City;
 - c) The time and staffing required to accommodate a witness service may be subject to payment of an additional fee, as set out in Schedule 'A': Cemetery Fees; and
 - d) The City shall not be held liable for any emotional, psychological, or physical injury to members of the public that are witnessing an Interment Process.
50. Where a Medical Health Officer directs an interment of human remains:
- a) Instructions with respect to the procedures to be followed for the interment, to protect the health and safety of all persons who may come into contact with the burial container bearing the human remains, shall be provided to the City by the Medical Health Officer in advance of the interment;
 - b) The City shall convey the instructions of the Medical Health Officer to every City employee participating in the interment and shall follow the instructions; and
 - c) The City shall be obligated to accommodate an interment directed by the Medical Health Officer as and when so ordered.

Interment / Scattering Services: Cremated Remains

51. Cremated remains for interment:
- a) Into an in-ground Lot, shall be enclosed in a sealed Urn constructed of durable, permanent material; and further the Urn shall be enclosed in a Grave Liner of a design established, provided, or approved by the City for the interment Lot; and
 - b) Into a niche Lot, shall be enclosed in a sealed Urn constructed of durable, permanent material.
52. Only the City, or a person under the supervision of City personnel, is authorized to place cremated remains into an in-ground Lot or a niche Lot.

53. Cremated remains may only be scattered in areas or features designated for Scattering by the City, in the Cemetery.
54. Cremated remains scattered at the Cemetery are considered, from the moment of Scattering, non-recoverable.

Interment Services: Disinterment and Exhumation

55. No disinterment or exhumation shall be allowed until:
 - a) The Legal Representative of the Deceased has provided to the City a disinterment/exhumation authorization, in a form prescribed by the City;
 - b) All Fees payable to the City for the disinterment/exhumation are paid in full to the City, where the fee for disinterment/exhumation are set out in Schedule 'A': Cemetery Fees;
 - c) A disinterment/exhumation permit, as may be required, issued by the Consumer Protection Authority under CIFSA, has been delivered to the City; and
 - d) A copy of a transport permit, as may be required under CIFSA, and issued by the Consumer Protection Authority, has been provided to the satisfaction of the City.
56. Except where ordered by a Court of competent jurisdiction or a Medical Health Officer, no person other than employees or authorized agents of the City along with a duly contracted funeral director shall be permitted to be present at the disinterment or exhumation of human remains or cremated remains in the Cemetery.
57. A disinterment or exhumation in the Cemetery shall, without exception, be performed on a day and at a time of the City's choosing.
58. The City's responsibility in the performance of a disinterment/exhumation is limited to:
 - a) The excavation of soil from a Lot to permit access to the human or cremated remains buried in the Lot;
 - b) The opening of a sealed niche to permit access to the cremated remains interred in a niche;
 - c) The removal of intact burial liners; and
 - d) The closure of the Lot when the disinterment/exhumation is complete.
59. No employee of the City shall be compelled to handle or participate in the removal of exposed human remains from a Lot; the removal of exposed human remains and their transfer into a container that fully encloses the disinterred remains shall be performed by a funeral director authorized by and employed at the expense of the Applicant requesting the disinterment.
60. Other than the recovery of the human remains or cremated remains present in a Lot opened for a disinterment/exhumation the City shall make no commitment as to the recovery of any other material, personal effect, or other extraneous item from a disinterment / exhumation Lot.

61. The City shall dispose of, in a safe, environmentally sensitive, and dignified manner, all extraneous materials that may incidentally be recovered from a disinterment / exhumation Lot.
62. An Applicant requesting a discretionary disinterment of human remains or cremated remains from a Lot shall provide to the City, at their expense and in a form prescribed by the City:
 - a) Such proof as the City may request, up to and including sworn affidavits, to establish their identity and their legal right to authorize the disinterment;
 - b) A reason, satisfactory to the City, for the disinterment; and
 - c) The City shall have the right to require the Applicant, at their expense, to obtain a Court order that compels the City to make the disinterment requested.

Interment: Special Considerations

63. For an interment right sold prior to the passage of this Bylaw that permitted a double depth interment in the Lot:
 - a) The City may permit the Lot to be used for a double-depth interment of human remains;
 - b) Without exception, the 1st interment of human remains in the Lot shall be made at the lowest interment depth, with sufficient depth to permit a 2nd interment of human remains; and
 - c) The 2nd interment of human remains shall be made at a depth sufficient to permit the tertiary interment of cremated remains over the human remains.
64. The City shall exercise due care and attention in making an interment, disinterment or exhumation but shall not be liable for any of the following that may be sustained while providing a service, except where such injury or damage is caused by the negligence of the City:
 - a) Emotional, psychological or physical injury that may occur to a living person;
 - b) Injury to human remains or cremated remains;
 - c) Damage to a container, Urn or other form of burial container.

Memorials: Installation

65. It is the responsibility of a Rights Holder or the Legal Representative of a Deceased to arrange for the supply of a memorial on a Cemetery Lot.
66. The City has no responsibility to place, at the City's expense, any form of temporary or permanent memorial on a Lot.
67. No memorial shall be installed on a Lot until:
 - a) An application for installation has been submitted to the City;
 - b) It is determined by the City that the memorial described on the application complies in every way with the specifications set out for memorial placement on the Lot where installation is proposed;

- c) All outstanding payment, as may apply, for interment rights, interment, the memorial, memorial installation, and Care Fund contributions is paid in full to the City; and
 - d) Upon satisfying all the above, the City may authorize installation of the memorial.
68. Where a memorial installation Applicant is a memorial supplier other than the City, it is the responsibility of the memorial supplier to confirm the correct location for a companion memorial to confirm the correct layout and orientation for a companion inscription on the memorial. The City has no responsibility or financial liability for a memorial where it can be shown this task was not performed by a memorial supplier.
69. The installation of all Memorials shall:
- a) Be made by the City;
 - b) Occur during the regular hours of the Cemetery;
 - c) Be made as soon as practicable after delivery of a memorial to the Cemetery; and
 - d) Be subject to service and staff scheduling, weather, and ground conditions.
70. The City has the authority to refuse to install a Memorial if the Applicant has failed to comply with any requirement established by the City governing Memorials at the Cemetery; if a refusal occurs, the City shall inform the Applicant what is deficient about the Memorial installation application and the steps that need to be taken to resolve the deficiency.
71. Where it is determined a memorial has been installed that does not comply with this Bylaw then the non-compliant memorial may, Without Prior Notice, be removed and placed in safekeeping by the City, at the expense of an interment Rights Holder or their successor.

Memorials: General Regulations

72. Every memorial and the installation thereof shall conform to the Cemetery plan, and the Lot type on which the memorial is to be installed.
73. No inscription, engraving, ornamentation, or combination thereof, including but not limited to a reference to any pet or pets, that is inconsistent with the dignity of adjacent Lots, the Cemetery or community standards shall be placed on any memorial.
74. Every memorial, and the installation of every memorial, shall conform to all specifications and requirements established by the City for memorials at the time application is made for a memorial installation, not at the time an interment right was purchased, or an interment made.
75. The City is responsible to maintain the land of the Lot on which a memorial is installed, but is not responsible for the maintenance of a memorial on a Lot.
76. The City is not liable for, or obligated to repair, any damage to a memorial in the Cemetery except where it can be shown damage was caused by the negligence of the City.
77. An interment Rights Holder or their successor is required to keep in good order all memorials on their Lot, at their expense and to the satisfaction of the City,

78. If a memorial falls into a state of disrepair, the City will document the condition of the memorial and has the authority, Without Prior Notice, to have the memorial removed from the Lot and placed in safekeeping, at the expense of the Rights Holder or their successor.
79. At the time of an interment, the City may permit a temporary, non-permanent identification marker:
- a) Of a design and size approved by the City;
 - b) Placed on a Lot at a location determined by the City;
 - c) Permitted to remain on the Lot for a period not to exceed 6 months from the date of interment; and
 - d) After 6 months, or after a permanent marker has been installed, the City has the authority to remove and dispose of, Without Prior Notice, a temporary identification marker remaining on a Lot.

Cemetery: Rules and Regulations

80. The use of an interment right, every interment, every memorial, the installation of a memorial and visitation within the Cemetery is subject to this Bylaw.
81. The visiting hours of operation of the Cemetery shall be from 8:00 am to 8:00 pm, except during winter when the Cemetery closes at dusk.
82. Every person, upon entering and while within the Cemetery, shall follow every instruction of the City.
83. Floral tributes may be placed at the Cemetery as follows:
- a) Between April 1 and October 31, only fresh cut flowers may be placed;
 - b) Between November 1 and March 31, in addition to fresh cut flowers, wreaths, artificial floral tributes and seasonal floral tributes may be placed on a Lot;
 - c) Potted plants are prohibited, except one potted plant that fits in the flower container may be placed at a Lot for one week at Mother's Day, Father's Day, Remembrance Day and the December holiday season;
 - d) Glass containers are prohibited;
 - e) Cut flowers shall only be placed in the containers supplied by the City;
 - f) A second flower container or replacement container can be purchased from the City of Courtenay;
 - g) A second flower container is not permitted on cremation Lots or columbarium niches;
 - h) Additionally, in the case of columbarium niches:
 - i. Artificial or fresh floral tributes may be placed in a bud vase approved, supplied, and installed by the City;

- ii. Floral tributes must be appropriately sized and placed as not to obscure or obstruct other niches;
 - iii. Flowers or items taped or otherwise attached to the niche fronts will be removed immediately;
 - iv. Adornments hanging from the bud vase are prohibited;
 - v. Except for the day of interment, the placement of floral tributes at the base of a columbarium shall not be permitted;
 - i) Floral tributes will be removed when their condition is considered by the City to be unsightly;
 - j) Wreaths, artificial floral tributes, and seasonal floral tributes placed at the Cemetery between November 1 and March 31 will, Without Prior Notice, be removed when Cemetery clean-up is carried out in the spring;
 - k) The City is not liable for the deterioration, damage or loss of flowers, decorations or any item placed on a Lot or at a memorial site; and
 - l) Items such as personal mementos, photos, decorative vases, candles, landscape rock, plants and plantings, etc. placed on or in a Lot are subject to removal and disposal at the discretion of the City and without notice to the Lot holder.
84. No person shall:
- a) Be in the Cemetery when it is closed to the public;
 - b) Scatter, dispose of, or inter any cremated remains or bury any human remains within the Cemetery except in compliance with this Bylaw;
 - c) Scatter, dispose of, or inter any animal remains within the Cemetery;
 - d) Define or delineate any Lot or group of Lots in the Cemetery by a fence, railing, coping, hedge, grave cover or by any other marking except as may be permitted by this City;
 - e) Place any form of decoration, adornment, personal memento, or other extraneous object on a Lot, or in the Cemetery generally;
 - f) Willfully or negligently destroy, mutilate, deface, damage, injure or remove anything from the Cemetery, including and without limitation, any memorial, plant, flower, tree, rock, or other item located in the Cemetery;
 - g) Carry out any activity at the Cemetery other than attendance at an interment or memorial service or the visitation of a Lot for the purpose of paying respect to the deceased;
 - h) Drive a vehicle in the Cemetery other than on a designated roadway for vehicles and in compliance with the speed limit of 15 KMH, and any other posted vehicle directives;
 - i) Conduct themselves in a manner to disturb the peace, quiet and good order of the Cemetery or an interment or memorial service being conducted therein;

- j) Discharge any firearm in the Cemetery other than at a military funeral for which a firearm salute has been authorized by the City and is conducted under the direct command of an officer in charge and only during an interment or memorial service;
 - k) Bring into or dump any rubbish, debris or other offensive item or matter in the Cemetery or make an unauthorized removal of any Cemetery refuse, waste, or rubbish;
 - l) Bring into the Cemetery any pet or animal, except for a certified personal assistance guidance animal;
 - m) Drive any form of recreational utility vehicle, all terrain vehicle, or powered snow vehicle;
 - n) Play any manner of sports game or sport activity within the limits of the Cemetery; and
 - o) Otherwise violate any provision of this Bylaw or CIFSA.
85. Notwithstanding subsection 84 g), the City has the authority to permit special events to be conducted in the Cemetery that are, in the opinion of the City, deemed appropriate for and in keeping with the dignity and purpose of the Cemetery.
86. 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 the Cemetery without the express consent of the City.
87. No open flame, candle, or burning of any substance or other material may take place inside the Cemetery without prior authorization given by the City and, if approved, shall be conducted under the direct supervision of the City.

Cemetery: Special Considerations

88. No work may be performed at the Cemetery except during the regular hours of the City, unless work outside of regular hours is authorized by the City.
89. All work in the Cemetery shall be performed by the City, an authorized agent of the City, or a person or business approved by the City.
90. The behavior of an agent of the City, or a person or business performing work in the Cemetery shall be subject to the supervision and control of the City.
91. An agent of the City, a person who, or business that, performs work in the Cemetery shall supply to the City, prior to commencement of work in the Cemetery, proof of Workers Compensation Insurance, Public Liability Insurance and Motor Vehicle Insurance, in a form and amount acceptable to the City.
92. An agent of the City, or a person who, or business that is working in the immediate vicinity of an interment or memorial service in the Cemetery, shall stop their work until the conclusion of the service and those persons attending the service have left the area where the service was being conducted.
93. No gratuity or extraordinary consideration shall be paid to or accepted by an employee or agent of the City for any service rendered or good provided in connection with the Cemetery.

Cemetery Fees

94. The Cemetery Fees shall be:
- a) Set at rates that ensure the Cemetery is operated in a fiscally sustainable manner and not create an unreasonable operational subsidy burden on the City's taxpayers;
 - b) Adjusted annually on January 1 of each calendar year; and
 - c) The annual Fee increase shall be 3%.
95. Fees for preparation and placement for a Deceased Child shall be set at 50% of the regular fee.
96. Fees for Lots for a Deceased Non-Resident shall be set at 125% of the Resident fee.
97. Fees for products or services such as porcelain portraits, bronze plaques, and additional flower containers, which are ordered by the City on behalf of the Applicant, are set at actual cost plus a 50% administrative fee.
98. All fees are subject to the Goods and Services tax, and any other applicable taxes.

Cemetery Care Fund

99. The City shall establish and maintain a Care Fund for the long-term and future care of the Cemetery and the Lots therein.
100. Care Fund contributions shall be set at:
- a) 25% of the cost of the Lot, in-ground Lots that require excavation;
 - b) 10% of the cost of the Lot, where no excavation is required such as for columbarium niches and scattering;
 - c) 10% of the cost of the Lot, for a secondary right of interment of cremated remains in an in-ground burial Lot.
101. The Care Fund shall be maintained at the City's financial institution in a separate account designated as the "Cemetery Care Fund". The City shall be responsible for all deposits to the account and for ensuring that:
- a) The account and all deposits comply with all applicable provisions of CIFSA;
 - b) Any investment of monies in the Care Fund are permitted by and in compliance with the CIFSA, the Local Government Act, the Community Charter and this Bylaw; and
 - c) Any interest earned on investments of the Care Fund shall be retained in the Care Fund to increase the principal sum of the fund.
102. The principal of the Care Fund shall not be reduced other than in accordance with an order from Consumer Protection BC and pursuant to CIFSA.
103. The City may accept voluntary donations to the Care Fund from any person or organization and said donations shall be added to the principal of the Care Fund.

Offences and Penalties

104. If an individual or a group of persons through their immediate behavior, or a pattern of behavior tracked over time, contravenes this Bylaw then the City may:
- a) Expel the individual or a group of persons from a City Cemetery;
 - b) Apply a fine to the individual or group of persons; or
 - c) Pursue any additional legal action it deems appropriate to address the Bylaw contravention.

Severability

105. Should any part, section, subsection, or phrase, of this Bylaw for any reason be held to be invalid by a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

Repeal

106. "Cemetery Management Bylaw No. 2569, 2009", as amended, is hereby repealed.

Read a first time this [day] day of [month], [year]

Read a second time this [day] day of [month], [year]

Read a third time this [day] day of [month], [year]

Adopted this [day] day of [month], [year]

Mayor Bob Wells

Corporate Officer Adriana Proton

Schedule A: Cemetery Fees

Resident Fees

In-Ground Burial	Lot	Care Fund
Casket Lot – All sections except U	\$2,250	\$563
Casket Lot – U Section	\$2,500	\$625
Cremation Lot	\$648	\$162
Columbarium Niche	\$2,160	\$216
Columbarium Niche – Bottom Row	\$1,728	\$173
Scattering	\$259 (includes preparation)	\$26
Secondary Right of Interment – all sections except U	n/a	\$225
Secondary Right of Interment – U section	n/a	\$250

For Child Fees, deduct 50% from the “Preparation and Placement” fee per s. 95.

Non-Resident Fees

In-Ground Burial	Lot	Care Fund
Casket Lot – All sections except U	\$2,813	\$703
Casket Lot – U Section	\$3,125	\$781
Cremation Lot	\$810	\$203
Columbarium Niche	\$2,700	\$270
Columbarium Niche – Bottom Row	\$2,160	\$216

Scattering	\$324 (includes preparation)	\$32
Secondary Right of Interment – all sections except U	n/a	\$281
Secondary Right of Interment – U section	n/a	\$312

For Child Fees, deduct 50% from the “Preparation and Placement” fee per s. 95.

Preparation and Placement Fees

Burial – in-ground casket Lot	\$2,624
Burial – in-ground cremated remains	\$616
Columbarium Niche Inurnment	\$216
Disinterment – in-ground casket Lot	\$3,456
Disinterment – cremation Lot	\$918
Disinterment – Columbarium Niche	\$270

Memorialization and Other Fees

Late arrivals – 20 minutes or more	\$108 per 30 minutes or portion thereof
Transfer right of interment	\$100
Transfer right of interment – if purchasing a different Lot at the Courtenay Civic cemetery	No administration charge
Memorial boulder (no plaque included)	\$500
Memorial installation fee – in ground markers	\$200
Memorial reset	\$108

Tent rental, set-up and take-down	\$150
Weekend, holiday, and after hours surcharge – Casket burial	\$520
Weekend, holiday, and after hours surcharge – Cremated remains Lot	\$195
Weekend, holiday, and after hours surcharge – Niche	\$130
Weekend, holiday and after hours surcharge – Scattering	\$130

All memorial Fees for products or services such as porcelain portraits, bronze plaques, and flower containers, which are ordered by the City on behalf of the Applicant, are set at actual cost plus an administration and installation fee of 50%, per s. 97.

Schedule B: Memorial Specifications

Rules and Regulations

1. Every memorial shall be constructed of granite, or bronze on a granite base.
2. Every memorial shall be rectangular in shape.
3. Every memorial foundation shall be installed by the City, to specifications established by the City.
4. The installation of flat granite memorial markers, or flat bronze memorial markers on a granite base shall be performed by the City.
5. The installation of upright memorial monuments shall be performed by a memorial supplier under the direct supervision of the City.
6. A person must not attach anything to the memorial or the foundation that it rests on, except as authorized by this Bylaw.
7. Bronze memorial plaques for niches shall be supplied and installed by the City and shall conform to design and inscription specifications established by the City.
8. The installation of memorial foundations and of memorials may, depending on weather and ground conditions, be limited or prohibited between November 15 and March 15.
9. Handmade permanent memorials are not permitted on any Lot.
10. Where two related persons are buried side-by-side in adjacent Lots, excluding cremation Lots, one side-by-side sized marker which provides for the Memorialization of both persons may be used instead of two markers, provided that the single marker is set evenly between the two Lots.

Memorial Specifications

11. Memorial dimensions may have a variance of not more than plus or minus 1.3 cm (0.5 in.).
12. Every flat bronze marker shall be installed on a granite base that:
 - a) Is not less than 10.16 cm (4 in.) thick,
 - b) Has sides that are true and perpendicular with the top surface of the attached marker.
13. Each flat granite marker shall be a minimum thickness of 7.62cm (3 inches).
14. Each flat marker shall have its side surfaces true and perpendicular with its top surface.
15. Flat markers shall have a smooth finished top and shall not be beveled.
16. **FLAT MARKERS:** Flat granite memorials, and flat bronze memorials on a granite base shall conform to the following dimensions:

SINGLE LOT	Maximum Width	Maximum Length
Standard Lot	40.64 cm (16 in.)	71.12 cm (28 in.)

SIDE by SIDE LOT Standard Lot	Maximum Width 45.72 cm (18 in.)	Maximum Length 76.20 cm (30 in.)
CREMATION LOT	Maximum Width 30.48 cm (12 in.)	Maximum Length 55.8 cm (20 in.)

17. **UPRIGHT MONUMENTS:** On specified interment Lots in the Cemetery, 1 upright memorial monument is permitted, and where permitted an upright memorial shall conform to the following specifications:

SINGLE LOT Casket Lot	UPRIGHT MARKER (shall not exceed) 76.2 cm (30 in.) Wide x 60.96 cm (24 in.) High x 15.24 cm (6 in.) Thick
	MARKER BASE (shall not exceed) 91.44 cm (36 in.) Wide x 30.48 cm (12 in.) Deep x 15.24 cm (6 in.) High
SIDE by SIDE LOT Casket Lots	UPRIGHT MARKER (shall not exceed) 91.4 cm (36 in.) Wide x 60.96 cm (24 in.) High x 15.24 cm (6 in.) Thick
	MARKER BASE (shall not exceed) 106.68 cm (42 in.) Wide x 30.48 cm (12 in.) Deep x 15.24 cm (6 in.) High

18. Every upright memorial monument shall be made of granite and may have smooth sawn or polished edges.
19. Every upright memorial base shall have rock pitch sides.
20. **MEMORIAL PLAQUES:** Bronze Niche Plaques, Scattering area memorials, and Porcelain Memorial Portraits that conform to a design standard and specifications established by the City, shall be supplied, and installed by the City.
21. **MEMORIAL BOULDERS:** Memorial boulders may be permitted at specific locations in the Cemetery, and:
- Depending on memorial boulder location, they may provide a memorial in a Scattering area, or may be for Memorialization only;
 - No unauthorized interment may be made at a boulder installation location;
 - The City has the sole authority to select and install memorial boulders, and availability, placement and location is at the City's discretion;

- d) Subject to the shape and size of a memorial boulder, not more than 2 memorial plaques, that conform to a design standard and specifications established by the City, shall be supplied, and installed by the City; and
- e) All costs and Fees related to the supply and installation of a memorial boulder shall be paid by the Applicant to the City prior to the installation of the memorials on the boulder.

Special Consideration

22. For Lots with pre-existing modifications installed prior to the passage of this Bylaw, the City may consider requests to update or re-define a Lot with a fence, railing, coping, curbing, hedge, or other marking providing a written agreement with the City, signed by an Applicant, to permit the Lot modifications, has been executed and where the Applicant agrees to:
- a) All terms and conditions, and setting out specifications for the modification to be permitted, including but not limited to, the form, character, shape, materials, height, etc., and based on the pre-existing modification of the Lot that was previously approved by the City;
 - b) Maintain the modifications in a safe condition and in good repair and agrees to be responsible for the full and long-term maintenance of the Lot modifications;
 - c) A provision that should there be any breach of the agreement, and if the breach continues despite reasonable notice to the agreement holder, then the agreement becomes invalid, and the City may take such action as it deems appropriate to amend the Lot to standard Cemetery condition;
 - d) Post a bond, in an amount to be determined by the City, sufficient to cover the estimated cost of returning the Lot to standard Cemetery condition in the case of breach of the agreement; and
 - e) Indemnify the City from any liability arising from the Lot modification permitted.