

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**CEMETERY BYLAW 2016 NO. 5236**

**EXPLANATION NOTE**

Bylaw 2016 No. 5236 repeals and replaces Langley Cemetery Bylaw 1994 No. 3202, and all amendments thereto.

# THE CORPORATION OF THE TOWNSHIP OF LANGLEY

## CEMETERY BYLAW 2016 NO. 5236

A Bylaw relating to the operation and maintenance of the  
Township of Langley Cemeteries.

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting  
Assembled, ENACTS AS FOLLOWS:

### 1. TITLE

This Bylaw may be cited for all purposes as the "Cemetery Bylaw 2016 No.  
5236."

### 2. INTERPRETATION

Interpretation

2.1 In this Bylaw, unless the context otherwise requires:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) headings given to sections are for convenience of reference only and do not form part of this Bylaw;
- (c) unless expressly stated otherwise, a reference to a "section" is a reference to a section in this Bylaw and a reference to a "Part" is a reference to a Part in this Bylaw; and
- (d) unless expressly stated otherwise, a reference to an enactment is a reference to an enactment of British Columbia and regulations promulgated thereto, as amended, revised, consolidated or replaced from time to time, and a reference to a bylaw or policy is a reference to a Township bylaw or policy, as amended, revised, consolidated or replaced from time to time.

Definitions

2.2 In this Bylaw:

"Act" 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and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made there under;

“Administration Fee”	means a fee levied to cover certain administrative costs associated with Interment under this Bylaw as set out in the Fees and Charges Bylaw;
“Administrative Authority”	means the Business Practices and Consumer Protection Authority established under the <i>Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.3</i> ;
“Administrator”	means the General Manager, Engineering and his or her designate who is responsible for overseeing the operations of the Cemeteries and carrying out any act or function on behalf of the Township under any applicable municipal, provincial or federal rules, regulations, and legislation pertaining to the Cemeteries;
“Adult”	means any person over 12 years of age;
“Burial Vault”	means a protective, sealable outer receptacle, into which a casket or Urn is placed, designed to restrict entry of gravesite elements in the casket or Urn;
“Care Fund”	means the fund established, held and administered in accordance with the Act for the maintenance and care of the Cemetery and the Lots therein;
“Cemetery”	means and includes any parcel or tract of land owned, set aside, used, maintained or operated by the Township of Langley as a place of burial of Human Remains or Cremated Remains and includes any incidental or ancillary building on such parcel or tract of land, including without limitation those cemeteries referred to in section 4;
“Child”	means a person between the ages of 2 and 12 years inclusive;
“Columbarium”	means a structure or building or an area in a structure or building containing individual compartments or Niches for the placement of human Cremated Remains;
“Co-mingled”	means the intentional mixing of the Cremated Remains of more than one deceased person;
“Council”	means the Council of The Corporation of the Township of Langley who has been duly elected or appointed, and operates the Cemetery in accordance with the Act;

“Cremated Remains”	means human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains;
“Director of Finance”	means the Director, Finance, and his or her designate who is responsible for overseeing the management of the Township’s fiscal affairs and carrying out any act or function on behalf of the Township under any applicable municipal, provincial or federal rules, regulations, and legislation pertaining to the fiscal management of the Township;
“Disinter/Disinterment”	means the removal, for the purpose of permanent relocation, of: (a) Human Remains; and (b) the container, or any of the remaining container, from the Lot in which the Human Remains are Interred ;
“Disinterment/ Exhumation Permit”	means a permit to Disinter Human Remains or Cremated Remains, issued by the Administrative Authority;
“Drug Paraphenalia”	means any product, equipment, thing or material of any kind primarily used or intended to be primarily used to produce, process, package, store, inject, ingest, inhale or otherwise introduce into the human body a “controlled substance” as defined in the Controlled Drugs and Substances Act (S.C. 1996, c. 19);
“Exume/Exhumation”	means the exposure and removal of Interred Human Remains for the purposes of viewing or examination;
“Family Member”	means 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” or “fees”	means the fees as prescribed from time to time in the Fees and Charges Bylaw as further referred to in section 6;
“Fees and Charges Bylaw”	means the schedule of fees and charges as prescribed in The Corporation of the Township of Langley Fees and Charges Bylaw 2007 No. 4616, as may be amended and/or superseded from time to time;

“Fireworks”	has the meaning ascribed to it in the Fire Prevention Bylaw 2013 No. 4956 as may be amended and/or superseded from time to time;
“Former Resident”	means any person who resided in the Township for a continuous period of three years within the ten years before the date of application for a Right of Interment 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 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 Township;
“Former-Resident-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 who was a Resident, as defined herein, of the Township within ten years of the date of the Right of Interment in a Veteran Lot, such residence to be established by affidavit sworn by the Former-Resident-Veteran or by someone with personal knowledge regarding the residency;
“Grave Liner”	means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot which may, or may not have a bottom and is placed during the burial process;
“Historic Cemetery”	means Fort Langley Cemetery and/or Murrayville Cemetery as each are more particularly defined in section 4;
“Holiday”	means any of the following days: New Year’s Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Remembrance Day, Christmas Day, Boxing Day and any day or part of a day proclaimed a civic holiday;
“Human Remains”	means: (a) a dead human body in any stage of decomposition; or (b) a body of a stillborn Infant in any stage of decomposition, but does not include Cremated Remains;

"Infant"	means a person up to but not including 2 years old including a stillborn infant;
"Inter/Interment"	means the disposition of Human Remains and Cremated Remains in a Lot;
"Interment Authorization"	means a document completed at time of need that may include statistical, executor and next of kin information, authorizing an Interment;
"Liquor"	has the meaning ascribed to it in the <i>Liquor Control and Licensing Act</i> ;
"Liquor License"	means a licence issued pursuant to the <i>Liquor Control and Licensing Act</i> and its regulations;
"Lot"	means a space that is (a) in a place of Interment; and (b) 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 grave, crypt, Niche or plot;
"Medical Health Officer"	means the person appointed from time to time under the <i>Public Health Act</i> , RSBC 2008 c. 28 to act as Medical Health Officer for the Municipality.
"Memorial/Marker"	means a structure installed at a Cemetery to identify and commemorate a deceased person that may, or may not ,be Interred at the Cemetery, including without limitation, markers, tablets, tombstones, monuments, pillows, plaques, boulders or an inscription or ornamentation on a crypt or Niche front;
"Memorial/Marker Permit"	means a permit, approved by the Administrator, permitting the installation of a Memorial/Marker;
"Natural Burial"	means a designated section of the Cemetery where all of the following criteria are met: (a) disposition is burial only; (b) embalming is not used; (c) a simple casket or Urn made of nautral biodegradeable materials such as wood with no metal or a shroud is used to contain the Human Remains or Cremated Remains; (d) any Memorial/Marker is also made of all natural biodegradeable materials; and (e) native plants are planted on or near the Lot;

"Niche"	means a recessed space in a Columbarium used or intended to be used for the inurnment of Cremated Remains;
"Non-Recoverable"	means Cremated Remains that cannot be Disinterred or Exhumed, being, deposited in an Ossuary or Scattering area.
"Non-Resident"	means, for the purpose of the Fees and Charges Bylaw, any person not covered under the interpretation of Resident;
"Ossuary"	means an enclosed container used or intended to be used for Co-Mingled, Non-Recoverable Cremated Remains;
"Resident"	means any person presently residing in the Township of Langley and for a continual period of not less than one year;
"Right of Interment"	means a certificate that provides for the future right to Inter Human Remains or Cremated Remains in a designated Lot;
"Rights Holder"	means that person who holds a Right of Interment and/or that person or designate who controls the disposition and/or Disinterment/ Exhumation of the Human Remains or Cremated Remains, including without limitation, their successors and assigns, as applicable;
"Scattering"	means the Non-Recoverable dispersal of Cremated Remains over a body of land or water within a defined area of a Cemetery;
"Surplus Fund"	means an account where any surplus of revenues over expenditures remaining at the end of each financial year is deposited for the use of Cemetery acquisition, development, capital and operating purposes;
"Township"	means The Corporation of the Township of Langley;
"Urn"	means any protective, sealable container, temporary or permanent, used for the encasement of Cremated Remains;

“Veteran”	means 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 and is a Resident of the Township;
“Veteran Lot”	means a Lot to be used for the Interment of the Veteran; and
“Veteran non-Resident”	means any Veteran not covered under the definition of a Veteran or Former-Resident Veteran hereunder.

All other words and phrases in this Bylaw shall be construed in accordance with the meaning assigned to them in the Act and the Administrative Authority and their associated regulations.

### **3. APPLICATION OF BYLAW**

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

### **4. ESTABLISHMENT OF CEMETERY**

- 4.1 The following lands owned by the Corporation are set aside for use for Cemetery purposes:

(a) LANGLEY LAWN CEMETERY legally described as:

PID 010-905-677 - Lot 13 Except: Part Subdivided By Plan 42935 Section 35 Township 7 NWD Plan 3376.

(b) FORT LANGLEY CEMETERY legally described as:

PID 011-931-124 - Lot 11 Block "A" District Lot 79 Group 2 NWD Plan 865;  
and

PID 011-931-116 - Lot 10 Block "A" District Lot 79 Group 2 NWD Plan 865  
Part Two Acres of Lot 79 Group 2 shown as Cemetery on Plan 865 see PID:  
024-748-820.

(c) MURRAYVILLE CEMETERY legally described as:

PID 024-425-583 - 0.397 Acre Portion Shown On Reference Plan 6520 Of The North East Quarter Section 36 Township 7 Except: Part Subdivided By Plan 5553; NWD;  
PID 024-425-991 - 2.4 Acre Portion Shown On Reference Plan 6520 Of The North East Quarter Section 36 Township 7 Except: Part Subdivided By Plan 5553; NWD;  
PID 024-426-041 - 0.026 Acre Portion Shown On Reference Plan 6520 Of The North East Quarter Section 36 Township 7 NWD;  
PID 024-426-067 - 0.116 Acre Portion Shown On Reference Plan 6520 Of The North East Quarter Section 36 Township 7 NWD;  
PID 013-256-211 - Part (Reference Plan 6121) North East Quarter Section 36 Township 7 Except: Part Road, NWD;  
PID 010-352-813 - Lot 48 Sec 36 Tp 7 NWD Plan 18310; and  
PID 011-369-655 - Parcel D (Explanatory Plan 11761) lot 4 Section 36 Township 7 NWD Plan 8891.

4.2 A copy of the plans of each Cemetery is filed with Business Practices and Consumer Protection Authority Act S.B.C. 2004, C.3; and copies shall also be kept available for public inspection in the Township office and at such other places as deemed necessary.

## 5. ORGANIZATION, OPERATION AND MANAGEMENT OF CEMETERY

5.1 The Administrator is responsible for the general administration and enforcement of this Bylaw including without limitation:

- (a) maintaining all records and files of the Cemetery necessary for the administration and management of the Cemetery as required under this Bylaw, the Administrative Authority and the Act;
- (b) issuing Right of Interments, Interment Authorizations, Memorial/Marker Permits and reviewing Disinterment/Exhumation Permits and other approvals or permits as may be required in the delivery of Cemetery services;
- (c) upon issuing any Interment Authorization or upon receiving authorization for Disinterment/Exhumation from the proper authorities, confirming the time of the intended Interment or Disinterment/Exhumation, the name of the deceased, the number and location of the Lot; and
- (d) maintaining an accounting of all monies received and expended under this Bylaw.

5.2 The Administrator may, from time to time, and at any time, determine:

- (a) the size and layouts of the Lots in a Cemetery;
- (b) the categories for use of Lots in a Cemetery;
- (c) the size, type and layout of various Memorial/Marker options; and
- (d) the development and improvements to be carried out within the Cemetery.

## 6. FEES AND CHARGES

- 6.1 The fees for a Lot, Memorials/Markers, Interment, Disinterment/ Exhumation and any other applicable Cemetery fees and Care Fund contributions shall be those set forth in the Fees and Charges Bylaw including without limitation, Administration Fees.
- 6.2 The applicable fees for supplies or services as set out in the Fees and Charges Bylaw shall be paid in advance.

## 7. CARE FUND

- 7.1 A Care Fund for the future maintenance and care of each separate Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Care Fund will be held and invested as trust funds by the Township and in accordance with the requirements of the Act.
- 7.2 The Care Fund will be maintained in an account to be designated as the "*Cemetery Care Trust Fund*". 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 Care 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 Care Fund and any income therefrom must be used for the maintenance and care of the Cemetery, or at the option of Council, paid into the Care Fund to increase the principle sum, in accordance with the Act.
- 7.3 The Administrator may, on behalf of the Township, accept voluntary payments to the Care Fund from a person, corporation, an organization, or similar group or establishment.
- 7.4 The principle sum of the Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the Act.
- 7.5 The Director of Finance will maintain separate accounts of all monies that are not designated as part of the Care Fund, that are received and expended by the Township pursuant to this Bylaw, and any surplus of revenues over expenditures remaining at the end of each financial year will be placed into a Surplus Fund for Cemetery acquisition, Cemetery capital projects, Cemetery development and operating costs.

## 8. SALE OF RIGHT OF INTERMENT

- 8.1 Ownership of all Cemetery lands remains vested with the Township at all times. The Rights Holder only acquires the right and privilege for the Interment of Human Remains and Cremated Remains, and the installation of Memorials/Markers, and inscriptions, subject to this Bylaw, the Act and all regulations passed thereunder.
- 8.2 The Administrator may, subject to payment of all applicable Fees and to the provisions of this Bylaw, grant to any Person a pre-need or at-need Right of Interment, 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.
- 8.3 Except as otherwise expressly provided for in this Bylaw, an at-need 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.
- 8.4 A pre-need Right of Interment may only be issued to a person who is sixty-five (65) years of age or older, and:
  - (a) is a Resident;
  - (b) has been a Resident in the Township for at least twenty (20) consecutive years as of the date of the application for the Right of Interment; or
  - (c) is a Former Resident who has a Family Member Interred in the Cemetery where they are applying for a Right of Interment.
- 8.5 Pre-need Rights of Interment 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 vacant Lots in the Cemetery.
- 8.6 A Right of Interment certificate shall only be issued by the Administrator if payment is made in full.
- 8.7 No Interment, Memorial/Marker or inscription is permitted until payment is made to the Township in full.
- 8.8 The Administrator may refuse to grant a Right of Interment to a person for more than one (1) Lot.
- 8.9 Subject to section 9, a Right of Interment may not be sold, assigned or transferred.

## 9. RIGHT OF INTERMENT TRANSFER OR SURRENDER

- 9.1 A Rights Holder, who has been sold a Lot that has not yet been used may transfer the Right of Interment to a Family Member or surrender the Right of Interment back to the Township for a refund pursuant to sections 9.1 and 9.3.
- 9.2 A transfer or surrender under section 9 shall be executed when:
- (a) the Rights Holder has provided the Administrator with the name and address of the Family Member to whom a transfer is to be made;
  - (b) a copy of supporting documents proving the transferee is a Family Member or an affidavit identifying the person as such;
  - (c) the Administrator has signed a Right of Interment transfer certificate;
  - (d) all transfer fees have been paid as set forth in the Fees and Charges Bylaw and may include, without limitation, the following:
    - (i) an Administration Fee;
    - (ii) the difference between fees paid originally and current fees if there has been a change in residency status; and/or
    - (iii) the difference between fees paid originally and current fees if there have been changes in the fee rates.
  - (e) Such other information as may be reasonably requested by the Administrator has been provided.
- 9.3 A Right of Interment may be surrendered to the Township at the discretion of the Administrator. A refund equal to the purchase price less the Care Fund contribution, will be issued to the relevant Rights Holder provided when:
- (a) there are no Interments in the designated Lot;
  - (b) the Rights Holder or his/her executor provides written notice to the Township of intent to surrender the right;
  - (c) the original license or Right of Interment is surrendered;
  - (d) an Administration Fee is paid;
  - (e) any Fees associated with the removal of any Memorial/Marker that is on, or embracing the surrendered Lot, is paid; and
  - (f) such other information as may be reasonably requested by the Administrator has been provided.

## 10. RECLAIMING A LOT

- 10.1 Upon approval by the Administrative Authority, a Right of Interment may be reclaimed by the Township if:
- (a) the Rights 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;
  - (b) a minimum period of fifty (50) years has elapsed from the date of purchase;

- (c) a minimum of ninety (90) days has passed since notice of intent to reclaim has been sent to the Rights 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 Township has made diligent attempts to contact the Rights Holder and the Person identified as the Person whose Human Remains or Cremated Remains are to be Interred in the Lot.

## **11. PERMISSION TO INTER**

- 11.1 All applications for an Interment must be made at least forty-eight (48) hours prior to the time of Interment. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this Bylaw.
- 11.2 No Human Remains or Cremated Remains shall be Interred in the Cemetery until the Administrator has:
  - (a) signed and issued the Interment Authorization;
  - (b) evidence satisfactory to it that the Rights Holder has duly signed the Right of Interment;
  - (c) in respect of the Interment of Human Remains only, received an original burial permit from a funeral director or Rights Holder, issued by the Director of Vital Statistics; and
  - (d) received the applicable fee for Interment.
- 11.3 A Rights Holder, who makes application for an Interment, shall provide the Administrator the following information:
  - (a) the name, age, date of birth and date of death of the deceased;
  - (b) in respect of the Interment of Human Remains only, the original burial permit issued by the Director of Vital Statistics under the Vital Statistics Act;
  - (c) whether a communicable disease, as defined in the Health Act Communicable Disease Regulation under the Health Act, caused the death;
  - (d) the time and date of the Interment;
  - (e) the name and mailing address of the Rights Holder; and
  - (f) any other information the Administrator may reasonably request.

## **12. INTERMENT**

- 12.1 An Interment shall be made within the Cemetery once an Interment Authorization has been properly issued and paid all applicable Fees.
- 12.2 Only Human Remains or Cremated Remains shall be Interred in the Cemetery and all Interments shall be subject to and comply with this Bylaw.
- 12.3 Interments shall only be performed within the Cemetery by the Administrator and shall be conducted in predefined Lots approved by the Administrative Authority.

- 12.4 Neither the Township nor the Administrator is responsible for damage to any casket, Urn or other container, sustained during an Interment except, where such damage is caused by gross negligence of the Township and/or the Administrator and then only subject to such limits as set out in section 20.1.
- 12.5 All Lots, except those designated for "double burial", and those for Cremated Remains, are limited to a single Interment of Human Remains.
- 12.6 Each Interment shall be made in a Grave Liner, approved by the Administrator, except for Natural Burials, scattered Cremated Remains and Cremated Remains placed within an Ossuary.
- 12.7 Each Interment in a Lot, other than the Interment of Cremated Remains, shall provide for not less than .76 m (2.5 ft) of earth between the general surface level of the ground at the Lot and the upper surface level of the casket or Burial Vault containing the Human Remains.
- 12.8 Each Interment of Cremated Remains, in an area so designated, shall be Interred in the Lot not less than 0.3 m (1 ft) of earth between the general surface level of the ground at the Lot and the upper surface level of the container.
- 12.9 Where double depth burial is permitted for Human Remains, the first casket shall be buried in the Lot at a lower depth than the second and each of the two burials in the Lot shall conform to the requirements of section 12.7. Only Burial Vaults are permitted for such double depth burial. Two Burial Vaults must be paid for and installed when the first Interment occurs.
- 12.10 Each Lot for Cremated Remains may be used for the Interment of the Cremated Remains of up to two (2) human bodies. The burial of the Cremated Remains shall conform to the requirements of section 12.8.
- 12.11 Each Lot used for the purpose of the Interment of Adult Human Remains may also, upon approval of the Administrator, be used for the Interment of not more than eight (8) Cremated Remains of Family Members of a person whose Human Remains have been Interred in the Lot. For clarity, the Lot must have been used by at least one full depth Interment of Human Remains before such Cremated Remains may be Interred there. The burial of the Cremated Remains shall conform to the requirements of section 12.7.
- 12.12 The Interment of Human Remains or Cremated Remains in the Cemetery shall be between the hours of 9:00 a.m. and 3:00 p.m., Monday to Friday.
- 12.13 Interments outside of the hours prescribed in Section 12.11 or on weekends or Holidays will be permitted to occur only upon payment of any Administrative Fees as set out in the Fees and Charges Bylaws, and with the written consent of the Administrator, which consent will be given in all circumstances where an early Interment is required upon the directions of the Medical Health Officer under sections 12.15 and 12.16 and will be discretionary in all other cases, having regard to the availability of resources and the costs of providing the same.

- 12.14 The Rights Holder shall be responsible for any late arrivals fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside the Interment hours as set out in section 12.11 or as permitted under section 12.12.
- 12.15 No Interment shall be permitted without the presence of the Rights Holder or designate.
- 12.16 Where the Medical Health Officer directs, pursuant to the Health Act Communicable Disease Regulation or other legislation, that a body be Interred in the Cemetery during any period when the Township office is closed, permission to Inter in the Cemetery shall be obtained from the Administrator.
- 12.17 The person delivering a deceased human body that has died from an infectious disease, as defined by the Health Act Communicable Disease Regulation, shall inform the Administrator at least 48 hours prior to the time of delivering the remains. Where immediate burial is required, as directed by the Medical Health Officer, permission to Inter in the Cemetery shall be obtained from the Administrator.
- 12.18 For the Scattering of Cremated Remains the following shall apply:
- (a) the Cremated Remains shall not be contained in a container or other enclosure;
  - (b) Scattering is permitted upon the surface in specifically designated areas for that purpose in the Cemetery site plan;
  - (c) Scattering of Cremated Remains shall be under the supervision of the Administrator; and
  - (d) the Scattering of Cremated Remains is permanent and Non-Recoverable and shall not be Disinterred or Exhumed.
- 12.19 The Interment of Cremated Remains in an Ossuary shall be:
- (a) placed within the Ossuary;
  - (b) permanent, Non-Recoverable and Co-Mingled; and
  - (c) performed by the Administrator.

### **13. INTERMENT IN THE "FIELD OF HONOUR"**

- 13.1 Only the body of a Veteran, Veteran-non-Resident or Former-Resident-Veteran may be buried in a Veteran Lot.
- 13.2 Notwithstanding subsection 13.1, the spouse of a Veteran, the spouse of a Veteran-non-Resident or the spouse of a Former-Resident-Veteran may be buried in a Veteran Lot, provided that the Veteran, Veteran-non-Resident or Former-Resident-Veteran predeceases the spouse.
- 13.3 Confirmation of eligibility for Interment is required by providing one or more of the following:
- (a) the service number of the Veteran, Veteran-non-Resident or Former Resident Veteran;

- (b) a copy of supporting documents from the Veterans Affairs Canada; or
- (c) an affidavit sworn by the Veteran, Veteran-non-Resident or Former-Resident-Veteran, as the case may be, or a person who has personal knowledge thereof, properly identifying the person as a fully qualified Military Occupation Class (MOC) and a Veteran as defined in this Bylaw.

#### **14. PERMISSION TO DISINTER OR EXHUME**

14.1 No Human Remains or Cremated Remains shall be Disinterred or Exhumed from the Cemetery unless:

- (a) the Administrator receives a written request to do so from the Rights Holder who has the right to control the disposition of the Human Remains or Cremated Remains under the Act;
- (b) if applicable, the Administrator receives a Disinterment or Exhumation Permit from the Administrative Authority under the Business Practices and Consumer Protection Act;
- (c) all applicable Fees and Charges have been paid as set forth in the Township Fees and Charges Bylaw;
- (d) if required, the Administrator receives permission from the Medical Health Officer; and
- (e) the Administrator has been given five (5) regular working days notice.

14.2 No Disinterment or Exhumation shall be made of the first Interment from any double depth Lot in which a second Interment has been made, unless the second Interment is Disinterred or Exhumed at the same time at a fee as set forth in the Fees and Charges Bylaw.

14.3 The Township's responsibilities with respect to Exhumation or Disinterment are limited to:

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

14.4 Neither the Township nor the Administrator is responsible for damage to any casket, Urn, or other container, sustained during a Disinterment or Exhumation except, where such damage is caused by gross negligence of the Township and/or the Administrator and then only subject to such limits as set out in section 20.1.

14.5 Notwithstanding the aforementioned in this section 14, given that the Cemetery lands may have been used as a pioneer Cemetery, Human Remains may be encountered from time to time. In that event, and assuming no record of the deceased exists, the Human Remains shall be respectfully relocated to a location prepared and designated on the site for the purposes of re-Interring Human Remains that are unexpectedly encountered.

## **15. NATURAL BURIAL**

- 15.1 Natural Burials may be undertaken only in those Cemetery sections specifically designated for that purpose in the Cemetery site plan.
- 15.2 Upon a person paying the applicable Fees, the Administrator may sell an unsold Lot for Right of Interment for a Natural Burial, which Right of Interment shall not be for an exact Lot but shall guarantee a space in a section of the Cemetery allocated for Natural Burials.
- 15.3 Each Natural Burial in the Cemetery shall provide for not less than .76 m (2.5 ft) of earth between the general surface level of the ground and the upper surface of the shroud or biodegradable casket/Urns materials containing Human Remains or Cremated Remains, as applicable.
- 15.4 Memorials/Markers for Natural Burials shall be limited to a Memorial/Marker wall or, in respect of Cremated Remains, a boulder Memorial/Marker, adhering to the style, location, material, and inscription type as set from time to time by the Township.

## **16. MEMORIALS/MARKERS**

- 16.1 Memorials/Markers will only be placed, installed, removed, or modified by the Administrator. Any Memorial/Marker that is placed, installed, or modified in contravention of this Bylaw or any other applicable law may be removed by the Administrator at the Rights Holder's expense.
- 16.2 All Memorials/Markers not supplied by the Cemetery will be supplied and paid for by the Rights Holder in accordance with this Bylaw.
- 16.3 A Memorial/Marker will only be placed, installed or modified in a Cemetery when:
  - (a) the Rights Holder or authorized representative or person authorized by the Administrator has made the relevant application to the Administrator;
  - (b) the applicable contribution is paid to the Township for the Care Fund as required by the Act;
  - (c) all fees relating to the Lot, Interment, and Memorial/Marker including without limitation, installation fees and all other supplies and services costs, as set forth in the Fees and Charges Bylaw, have been paid in full; and
  - (d) the Administrator has approved and issued a Memorial/Marker Permit.
- 16.4 A Memorial/Marker shall not be delivered unless:
  - (a) the Administrator receives notice at least 24 hours before delivery of the Memorial/Marker and has agreed to accept the same;
  - (b) the Administrator receives a manifest of items to be delivered; and
  - (c) delivery is between 9:00 am to 4:00 pm on the week days Monday - Friday (excluding Holidays); and
  - (d) it is delivered to the Township of Langley Operations Centre.

- 16.5 Memorials/Markers may not be delivered to the Township unless the requirements as set out in sections 16.2 and 16.4 have been met. Memorials/Markers that do not comply with sections 16.2 and 16.4 may be returned to the sender at the Rights Holder's expense and the Rights Holder shall be charged any applicable fees.
- 16.6 Installation of Memorials/Markers at a Cemetery shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial/Marker to the Township and timelines may vary depending on scheduling issues, weather conditions, and ground conditions.
- 16.7 The Township shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial/Marker in the Cemetery, except as the result of the gross negligence of the Township and subject to the limits as set out in section 20.1.
- 16.8 The Memorial/Marker shall be centrally positioned at the head of the Lot.
- 16.9 Where two (2) Lots are purchased side by side, a Memorial/Marker which provides for the commemoration of both Lots may be used instead of two (2) separate Memorials/Markers provided the single Memorial/Marker is set midway between the two (2) Lots.
- 16.10 A second Memorial/Marker is allowed where Cremated Remains are Interred in an occupied Adult Lot. The Memorial/Marker shall be centered immediately below the existing Memorial/Marker.
- 16.11 The Rights Holder is responsible for the restoration or repair of any damage to the Memorial/Marker during shipping and off-loading by the supplier.
- 16.12 Each bronze flat Memorial/Marker shall:
  - (a) have the letters, numerals, and ornamentation chased and buffed and shall not protrude more than .95 cm (3/8 in) above the flat surface of the Memorial/Marker. Each casting shall be true and free from defects and roughness;
  - (b) conform to one of the following measurements:
    - (i) for one Adult Lot - 50.8 cm (length) x 30.4 cm (width) (20 in x 12 in);
    - (ii) for two side-by-side Adult Lots - 76.2 cm (length) x 45.6 cm (width) (30 in x 18 in);
    - (iii) for one cremation Lot- 30.4 cm (length) x 20.2 cm (width) (12 in x 8 in);and
    - (iv) for two side-by-side cremation Lot - 40.4 cm (length) x 25.4 cm (width) (16 in x 10 in).
- 16.13 Each granite flat Memorial/Marker shall be:
  - (a) not less than 7.6 cm (3 in) and not more than 10 cm (4 in) in thickness;
  - (b) supplied with sawn-sides true and perpendicular with its surface;
  - (c) for one Adult Lot - 50.8 cm (length) x 30.4 cm (width) (20 in x 12 in);

- (d) for two side-by-side Adult Lots - 76.2 cm (length) x 45.6 cm (width) (30 in x 18 in);
  - (e) for one cremation Lot - 30.4 cm (length) x 20.2 cm (width) (12 in x 8 in); and
  - (f) for two side-by-side cremation Lots - 40.4 cm (length) x 25.4 cm (width) (16 in x 10 in).
- 16.14 The inscription or ornamentation on the face of the Memorial/Marker shall include a 5.1 cm (2 in) border around the perimeter that is free of any inscription or ornamentation.
- 16.15 All Memorials/Markers shall be:
- (a) recessed in a concrete base; and
  - (b) installed by the Administrator.
- 16.16 The Memorial/Marker shall be installed with the top surface set level and flush with the surface of the surrounding ground.
- 16.17 Upright Memorials/Markers may only be installed in Historic Cemeteries at the discretion of the Administrator based on the dimensions, character and form of the original Memorials/Markers in the designated area of such Cemetery.
- 16.18 All Memorials/Markers are the property of the Rights Holder and required care or repair is the responsibility of the Rights Holder.
- 16.19 Should any Memorial/Marker be in a state of disrepair such that it might be hazardous or detrimental to the maintenance of the Cemetery, the Administrator may, after 30 days notice in writing to the Rights Holder, at their last known address, have the Memorial/Marker removed from the Cemetery if it has not been repaired in accordance with the notice.
- 16.20 The Administrator may arrange for the temporary removal of a Memorial/Marker without permission of the Rights Holder if, during the excavation of an adjoining Lot, the Memorial/Marker is found to be a hazard to the safety of workers in the excavation or to gain access to a Lot preparation. The Memorial/Marker shall be replaced in its original position on the Lot from which it was removed as soon as is reasonably possible.

## **17. NICHES**

- 17.1 Each above ground Interment in a Cemetery shall be in a Niche.
- 17.2 All Memorials/Markers shall be:
- (a) sold and installed by the Administrator; and
  - (b) may be placed or installed on each Niche provided that the applicable Memorial/Marker installation fees are paid, and the Memorial/Marker conforms to the requirements of this Bylaw.

- 17.3 An Urn to be placed or installed in a Niche shall be made of a material manufactured for the express purpose of containing Cremated Remains and shall be approved by the Administrator.
- 17.4 The number of Cremated Remains to be placed or installed in each Niche is determined by the Niche dimensions. All Urn sizes and Niche dimensions shall be approved by the Administrator.

## 18. GENERAL

- 18.1 No person shall adorn any Lot in a Cemetery, except for the placement of cut flowers, wreaths, floral offerings, and artificial flowers, and which will be removed by the Administrator when their condition is considered to be detrimental to the aesthetics of a Cemetery or for the purpose of regular Cemetery maintenance. The Township is not obligated to give notice of such removal or disposition.
- 18.2 Artificial wreaths and flowers will be allowed in a Cemetery from November 1st, until March 1st. Artificial wreaths and flowers remaining in a Cemetery after March 1st will be removed. The Township is not obligated to give notice of removal or disposition.
- 18.3 No person shall plant trees, shrubs, plants, flowers or bulbs in a Cemetery, other than the Administrator. Illegally planted plant material may be removed by the Administrator with no notice of removal or disposition.
- 18.4 The placement of benches in a Cemetery is not permitted except those provided by the Administrator.
- 18.5 No person shall erect or place a fence, hedge, border curbing or railing, boxes, shells, toys, wire screens, arbours, trellises, tripods, or other objects anywhere in a Cemetery. Items may be removed by the Administrator with no notice of removal or disposition.
- 18.6 No person shall destroy, damage, alter, write on, mutilate, deface, injure, or remove any Memorial/Marker, Lot, Columbaria, fence, or other structure or any vehicle, building, machinery, tool, equipment, or any other material placed or left in a Cemetery.
- 18.7 No person shall cut down or destroy any tree, shrub, plant, flower, or bulb in a Cemetery except as permitted by the Administrator.
- 18.8 No person shall construct, erect, or install a building, structure, or shelter of any kind in a Cemetery, whether permanent or temporary, except as permitted by the Administrator.
- 18.9 No person shall enter or remain in a Cemetery during the hours when the Cemetery is closed as indicated by Township signage, or where no hours are posted, between dawn and dusk, except as permitted by the Administrator.

- 18.10 Except with the prior written permission of the Administrator, no person shall play any game or sport in a Cemetery or carry out any other activity therein other than the attendance at a funeral service or the visitation of any Lot for the purpose of paying respect to the dead.
- 18.11 No person shall discharge firearms in a Cemetery, except at a military funeral, as permitted by the Administrator.
- 18.12 No person shall disturb, harass, frighten, or endanger any other person assembled for a funeral, Interment, or visitation at a Cemetery.
- 18.13 No person shall leave behind or deposit rubbish, debris, litter, waste, or other offensive matter in a Cemetery except into approved trash receptacles.
- 18.14 No person shall violate any rule, notice, or order of the Township which applies in a Cemetery and which is posted in a Cemetery or is otherwise available to the public;
- 18.15 Owners of automobiles or other vehicles, including those participating in a funeral procession, shall:
  - (a) drive only on designated roadways for vehicles and in compliance with any posted speed regulations (and in the absence of such posted speed regulations shall drive at a speed no more than 15 km/h);
  - (b) be responsible for any damage done in violation of the provisions of this Bylaw; and
  - (c) be subject to the directions and orders of the Administrator and must adhere to the applicable laws in force at the time in the Province of British Columbia.
- 18.16 No person shall display distribute, post, paint, or affix any advertisements or other promotional material of any kind whatsoever in a Cemetery. And in particular, no person shall solicit orders for or place or cause to place advertising material for Memorials/Markers, columbaria, or like works within the limits of the Cemetery, except as permitted by the Administrator.
- 18.17 No person shall offer for sale, or sell, any goods or services in a Cemetery except as authorized by the Administrator.
- 18.18 No person shall solicit funds in a Cemetery for any commercial purpose except as authorized by the Administrator.
- 18.19 No person shall light a fire within a Cemetery except as authorized by the Administrator.
- 18.20 No person shall discharge Fireworks in a Cemetery except as authorized by the Administrator and in compliance with a permit issued pursuant to the Fire Prevention Bylaw 2014 No. 4956.
- 18.21 No person shall possess or use Drug Paraphernalia in a Cemetery unless expressly permitted to do so for medical reasons by federal or provincial laws.

- 18.22 No person shall possess or consume Liquor in a Cemetery except as authorized by and in compliance with a Liquor License.
- 18.23 No person shall smoke within a Cemetery except in an area specifically designated for such activity.
- 18.24 All persons and funeral processions in a Cemetery shall obey the instructions of the Administrator.
- 18.25 Any person not behaving with proper decorum within a Cemetery, disturbing the quiet and good order, solemnity, or repose of a Cemetery, or disturbing other persons assembled for the purpose of a funeral or Interment may be evicted from the Cemetery by the Administrator.
- 18.26 A person who owns or has custody, care, or control of an animal shall ensure that such animal does not do any of the following in a Cemetery:
- (a) run at large or be uncontrolled, and specifically in respect of dogs, be off leash;
  - (b) disturb the quiet and good order, solemnity, or repose of a Cemetery or disturb, harass, frighten, injure (including without limitation, injury causing death), any person or animal in attendance at the Cemetery, whether for the purpose of a funeral, Interment, visitation or any other lawful purpose;
  - (c) damage property; or
  - (d) deposit excrement unless the person who owns or has custody, care, or control of the animal immediately removes the excrement and disposes of it in a sanitary manner outside the Cemetery.

## 19. OFFENCE

- 19.1 A person who violates a provision of this Bylaw commits an offence under this Bylaw.
- 19.2 Each day that a violation of this Bylaw continues shall constitute a separate offence under this Bylaw.
- 19.3 A person who commits an offence under this Bylaw is subject to any remedies or penalties available to the Township under provincial law including but not limited to:
- (a) a bylaw notice fine issued under the Bylaw Notice Enforcement Bylaw 2008 No. 4703, as amended from time to time; and
  - (b) a fine of up to \$10,000 or a term of imprisonment of up to 3 months upon summary conviction.

**20. GENERAL PROVISIONS**

- 20.1 The Township will attempt, in so far as is reasonably possible, to avoid errors in the application of this Bylaw. However, without prejudice to any other exclusion or limit of liability of the Township expressed in this Bylaw, in the case of any error or negligence of the Township hereunder, the Township's liability shall be limited to a refund of any money paid to the Township for the Interment Authorization for a Lot, Niche, or other supplies and services. It shall be the condition of each sale of a Lot, Niche or other supplies and services that the Rights Holder expressly waives any claim arising by reason of any error or misrepresentation of any Lot, Niche, or other supplies and services.
- 20.2 Notwithstanding anything herein contained, the administration and operation of a Cemetery shall be carried out at all times in accordance with the Act made thereunder.
- 20.3 If any part, section, subsection, clause or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of a court of competent jurisdiction, it shall be severed and the validity of the remaining provisions of this Bylaw shall not be affected.
- 20.4 This Bylaw is to come into force and take effect on the date of its adoption.
- 20.5 If an Interment has been arranged and fees paid before the date of adoption of this Bylaw, for an Interment occurring after such date of adoption, no further charges related to the that Interment will be levied.
- 20.6 Langley Cemetery Bylaw 1994 No. 3202, as amended is hereby repealed.

READ A FIRST TIME the	21	day of	November	, 2016.
READ A SECOND TIME the	21	day of	November	, 2016.
READ A THIRD TIME the	21	day of	November	, 2016.
RECONSIDERED AND ADOPTED the	12	day of	December	, 2016.

                  "JACK FROESE"                   Mayor                        "WENDY BAUER"                   Township Clerk