

THE ROMAN CATHOLIC ARCHBISHOP OF VANCOUVER

A Bylaw to provide for the regulation, management, operation, and maintenance of Cemeteries owned and / or operated by the Roman Catholic Archbishop of Vancouver.

WHEREAS The *Roman Catholic Archbishop of Vancouver* deems it expedient to create a new Cemetery Bylaw,

AND

WHEREAS The *Roman Catholic Archbishop of Vancouver*, pursuant to Section 39 of the *Cremation Interment and Funeral Services Act (SBC 2004) C.35* must make a Bylaw respecting the organization, operation and management of cemeteries owned and / or operated by the Roman Catholic Archdiocese of Vancouver,

AND

WHEREAS The *Roman Catholic Archbishop of Vancouver* wishes to repeal all pre-existing Bylaws, Regulations and Regulations and consolidations and amendments thereto made for all Cemeteries owned and / or operated by the *Roman Catholic Archdiocese of Vancouver*, made in their entirety,

NOW

THEREFORE, BE IT RESOLVED that The Roman Catholic Archbishop of Vancouver, hereby enacts as follows:

1.0 TITLE

- 1.1 This Bylaw may be cited for all purposes as '*The Roman Catholic Archdiocese of Vancouver Cemetery Management Bylaw*' (the Bylaw).

2.0 INTERPRETATION

- 2.1 Enactments: Any enactment referred to in this Bylaw is a reference to an enactment of British Columbia or Canada and regulations thereto, as amended.
- 2.2 Bylaw: Any bylaw referred to in this Bylaw is a reference to '*The Roman Catholic Archdiocese of Vancouver Cemetery Management Bylaw*', as amended.
- 2.2 Headings: 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 will not be used in the interpretation of this Bylaw.
- 2.3 Severability: If any part, section, or phrase of this Bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.
- 2.4 Interpretation: Notwithstanding the authority of the Cemetery Act, the Cemetery manager, in consultation with the Archbishop of the Roman Catholic Archdiocese of Vancouver, shall be the final arbiter for the interpretation of the tenets, precepts and policies of the Church, this Bylaw and its Schedules, and any dispute that may arise relating to any Interment Right, Interment, Memorial, Memorial Inscription or any other good or service provided at the Cemetery.
- 2.4 Schedules: The following Schedules, as attached, form a part of this Bylaw,
- **Gardens of Gethsemani Catholic Cemetery, Surrey, BC,**

- (a) Schedule 'A': Cemetery Schedule of Fees
- (b) Schedule 'B': Rights of Interment
- (c) Schedule 'C': Interment Regulations
- (d) Schedule 'D': Memorial Regulations

- **St. Peter's Roman Catholic Cemetery, New Westminster, BC,**

- (e) Schedule 'E': Cemetery Schedule of Rates
- (f) Schedule 'F': Rights of Interment
- (g) Schedule 'G': Interment Regulations
- (h) Schedule 'H': Memorial Regulations

3.0 DEFINITIONS

3.1 **Defined Terms:** In this Bylaw terms defined in the "*Cremation, Interment, and Funeral Services Act (SBC 2004) C.35*" and the "*Business Practices and Consumer Protection Authority Act (SBC 2004) C.2*" and all regulations made thereto, as amended, shall have the meaning ascribed to them unless expressly defined otherwise in this Bylaw.

3.2 **Definitions:** In this Bylaw, unless the context otherwise requires,

"Adult" means a person 13 years of age or older,

"Applicant" means a person who has applied to the Cemetery for a Right of Interment, an Interment, a Memorial, or a Memorial Installation, or any other service or good offered at the Cemetery,

"At-Need" means at the time of a death or after a death has occurred,

"Burial Permit" means a legal document issued by the Vital Statistics Agency in the Province of B.C. acknowledging the registration of a death and required for an Interment or Cremation in B.C.,

"Bylaw" means a document setting out the practices, rules, regulations and procedures respecting the organization, operation, management, services, care and maintenance of a Cemetery,

"Care Fund" means a *Cemetery Perpetual Care Fund* established in accordance with the *Cemetery Act* for the care and maintenance of a Cemetery,

"Catholic" means a person who is entitled to a Christian burial in accordance with the tenets, beliefs and practices of the Church,

"Cemetery" means a place of interment and, separately or together, means the Gardens of Gethsemani Catholic Cemetery, the St. Peter's Roman Catholic Cemetery, or any other parcel or tract of land owned, used, or maintained by the Roman Catholic Archdiocese of Vancouver as a cemetery, and any person employed or authorized by the Church to conduct work related to the development, management, operation, provision of service and maintenance of the Cemetery,

"Cemetery Act" means separately, or together, the *Cremation Interment and Funeral Services Act (SBC 2004) C.35*, and the *Business Practices and Consumer Protection Act (SBC2004) C.2*, and all regulations made thereto,

“Child” means a person up to and including 12 years of age,

“Church” means separately, or together, the Catholic Church, the Roman Catholic Archdiocese of Vancouver, The Roman Catholic Archbishop of Vancouver and any of its advisory boards or committees,

“Director” means the Director, or their delegate, appointed by the Consumer Protection Authority to administer and enforce the *Cremation Interment and Funeral Services Act (SBC 2004) C.35*, and the *Business Practices and Consumer Protection Act (SBC2004) C.2*, and all regulations made thereto,

“Disinterment” (includes **“Exhumation”**) means the opening of an Interment site for the purposes of exposing and / or removing and relocating remains from an Interment Lot,

“Family Member” means, and for Cemetery purposes is limited to, a parent or stepparent, a grandparent or step-grandparent, a sibling, a spouse, a child, or a grandchild,

“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,

“Legal Representative” means a person who, or an agency that, by order of priority set out in *Section 5* of the *Cemetery Act*, has the right to control the disposition of the Human Remains or Cremated Remains of a deceased person,

“Lot” means any 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 or Memorialize a deceased person or stillborn child, and
- (c) includes but is not limited to a Plot, Grave, Crypt, or Niche,

“Manager” means the person, or their delegate, appointed by the Roman Catholic Archbishop of Vancouver as the Delegate of Operations responsible for administration, management and operation the Church’s Cemeteries,

“Medical Health Officer” means a person, or their delegate, appointed under the *Health Act, RSBC 1996 C. 179* to act as a Medical Health Officer in the Province of B.C.,

“Non-Catholic” means a person who does not satisfy the definition of Catholic in the Bylaw,

“Regulation” means a formal statement, or statements, establishing and / or limiting the proper or permitted procedure or conduct for an action or activity occurring in a Cemetery,

“Rights Holder” means a person that has purchased, or by assignment or permitted transfer, holds a Right of Interment in the Cemetery,

“Treasurer” means a person, or their delegate, appointed by the Church to manage the administration of the Cemetery’s finances,

“**Urn**” means a container used or intended to be used for the containment of Cremated Remains,

“**Working Day**” means every day of a year that is not a Sunday, a Day of Observance, or a Holiday observed by the Church

4.0 CEMETERY ESTABLISHMENT & ADMINISTRATION

4.1 **Location:** The following described real properties are owned, established, operated, and maintained, by the Church as a Cemetery and are dedicated for that use, shall continue to be operated and maintained for that purpose, and shall not be used for any other purpose,

- (a) **Gardens of Gethsemani Catholic Cemetery** located at Parcel Identifier: 013-216-562 West Half Legal Subdivision 16 Section 23 Township 1 New Westminster District Except Part In Plans LMP46971 and EPP40238 and Parcel Identifier: 013-216-554 Legal Subdivision 15 Section 23 Township 1 New Westminster District Except Part In Plan LMP51829 and Plan EPP30426 and at the civic address of 15694 32 Avenue, Surrey, B.C.,
- (b) **St. Peter’s Roman Catholic Cemetery** located at Parcel Identifier: 031-355-153 Lot 5 Suburban Block 4 Plan 2620 Except Plans 1990 and 2352 and Except Parcel A (71669E) and at the civic address of 150 Richmond Street, New Westminster, B.C., and
- (c) includes any other Cemetery the Church may become responsible for in the future.

4.2 **Purpose:** Every Cemetery is acquired, established and laid out for the purpose of making approved Cemetery services and goods available to those who are entitled to Christian Burial according to the tenets, laws and disciplines of the Roman Catholic Church and are established more specifically to provide,

- (a) suitable in-ground or above ground space for the interment of human remains and cremated human remains, and
- (b) such additional facilities services and goods as may be approved from time to time by the Church.

4.3 **Sacred Character (Canon Law 1243):** Particular law is used to establish appropriate norms about the discipline to be observed in cemeteries, especially with regard to protecting and fostering their sacred character, and further

- (a) The universal law upholds the value of protecting and fostering the sacred character of cemeteries. However, it specifies that this goal is to be accomplished by means of particular law – at the level of the nation or other region, the province, and/or the diocese. The canon speaks of *ius particular rather than lex*. This includes true laws enacted by legislative authority (*Archbishop/Bishop*), but it also includes executory decrees, guidelines, instructions, and other kinds of executory norms. All of these are acceptable means to fulfill the requirements of this canon.

- 4.4 Ownership: The Church shall have and retain full ownership over the land, buildings, plantings, roads, utilities, books, and records of the Cemetery, and as they deem necessary, subject to compliance with the *Cemetery Act*, 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.
- 4.5 Cemetery Arrangements: The Purchase of interment Rights, arrangement of Interment services, and the purchase and payment for all other Cemetery goods and services shall be coordinated at or through the Cemetery Office at Gardens of Gethsemani Catholic Cemetery, 15694 32 Avenue, Surrey, B.C. on Monday to Saturday, 9:00 a.m. to 4:30 p.m.
- 4.6 Manager's Responsibilities: The Manager, or their delegate, shall be responsible for the administration, interpretation, and enforcement of this Bylaw, and in this capacity shall,
- (a) ensure all records and information for the management, administration, operation, and maintenance of the Cemetery are collected and retained as required under the *Cemetery Act*,
 - (b) ensure all financial transactions are managed in compliance with the *Cemetery Act*, the financial policies and procedures of the Church, and all generally accepted accounting standards,
 - (c) ensure all Rights of Interment, permits and contracts are issued and recorded as required and in compliance with the *Cemetery Act* and this Bylaw,
 - (d) designate, or hire as needed, the employees required to perform administrative and operational tasks in support of the Cemetery and the provision of service and maintenance therein, and
 - (e) in the instance of an emergent or extraordinary circumstance, have the authority to interpret and enforce this Bylaw in the name of the Church, and to modify or waive the application or enforcement of this Bylaw where such action shall not contravene any article of the *Cemetery Act* or tenet or policy of the Church.
- 4.7 Right of Passage: To ensure operation and maintenance of the Cemetery can be performed in a safe, efficient, and timely manner the Church has a right of passage, always and in any manner, it deems necessary, over every Lot and all the land of the Cemetery.
- 4.8 Correction of Errors: The Church, at its cost and in a timely manner, shall have the authority to correct any error that may be made by it,
- (a) in making an Interment, Disinterment or in the description of a Lot or the transfer or conveyance of a Right of Interment,
 - (b) and grant in lieu thereof, a Right of Interment or Lot of equal value and location as far as is possible, and
 - (c) in the instance an error may involve an Interment or Disinterment of Human Remains the Church shall correct the error in compliance with and under such terms as may be set out in the *Cemetery Act*.

5.0 RIGHT OF INTERMENT

- 5.1 Right of Interment Purchase: The Manager, subject to payment of an established fee set out in the Bylaw '*Schedule of Rates*', may grant to an Applicant a Right of Interment for a vacant Lot in the Cemetery on an at-need or a pre-need reservation basis.
- 5.2 Right of Interment Ownership: Ownership of a Right of Interment,
- (a) confers to a Rights Holder a right, in perpetuity, to use a Lot within the Cemetery,
 - (b) does not confer 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, and
 - (c) does not entitle a Rights Holder to require the Church to perform an Interment until the Rights Holder complies in all other respects with this Bylaw, as it relates to the Interment of Human Remains or Cremated Remains.
- 5.3 Right of Interment Purchase Limit: The Cemetery shall establish, enforce and set out in a Schedules of this Bylaw the number of Interment Rights that may be purchased by 1 person in the Cemetery.
- 5.4 Lot Types, Sizes: The form and types of Rights of Interment for the Cemetery are those set out further in Schedules of this Bylaw.
- 5.5 Pre-Need Rights of Interment Suspension: Subject to at-need Lot demand, the Manager may, if deemed necessary, limit or suspend the pre-need reservation sale of Rights of Interment in the Cemetery.
- 5.6 Assignment or a Right of Interment: A purchaser a Right of Interment shall, at the time of purchase reserve the right to use the Lot they are purchasing for them-self or assign the right of use and control of the Lot to a Family Member of their choosing.
- 5.7 Inheritance of a Right of Interment: In the instance evidence of a clear line of transfer for a Right of Interment that survives an original Rights Holder is not provided by a Legal Representative of the original Rights Holder the Church shall have the authority to,
- (a) determine a process, and in a form prescribed by the Church, the person or persons who may exercise a surviving Right of Interment and under what terms and conditions a surviving Right of Interment may 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.
- 5.8 Transfer of a Right of Interment to a Family Member: Subject to the approval of the Manager, the transfer of a Right of Interment for an unused Lot may be made subject to the following conditions,
- (a) no transfer of a Right of Interment shall be binding on the Church until a duly executed transfer application has been submitted in writing to the Manager specifying the name, address, or other description of the proposed transferee, who shall be and is limited to a Family Member as defined in this Bylaw and where such particulars are recorded in a Cemetery register to be kept for that purpose.
 - (b) a transfer records fee has been paid as set out in Schedule "A": Cemetery Fees of this Bylaw, and

- (c) the Manager has amended the Cemetery records, accordingly, identifying the new Rights Holder.

5.9 Surrender / Cancellation of a Right of Interment: A Right of Interment for an unused Lot in the Cemetery may only be surrendered back to the Church, and said transfer shall be made under the following terms,

- (a) the original Rights Holder or their Legal Representative provides written application to the Church stating their intent to surrender the Right of Interment, and the notice must be forwarded to the Church by a method that will allow proof proper notice was made, such as registered mail, facsimile, digital communication, or personal delivery,
- (b) there are no Interments in, and no Memorials installed on the Lot being surrendered,
- (c) where the application to surrender the is made within 30 days of the original purchase date then 100% of the fees paid shall be refunded, or
- (d) where the application to surrender the Right of Interment is made 31 days or later after the original purchase date then 100% of the fees paid LESS the Care Fund contribution made and LESS the Administration Fee set out in Schedule 'A': Cemetery Fees shall be refunded, and
- (e) where any customized goods have been pre-ordered and because of some unique characteristic, personalization or extraordinary cost, or the goods cannot be used in the ordinary course of business, the Church may also deduct the itemized cost of those goods from the Right of Interment and the cost of those goods may be retained out of any money paid for the purposes of a Right of Interment surrender.

5.10 Reclamation of Unused Lots: Subject to compliance with *Section 25* of the *Cemetery Act*, and upon prior approval of a Director of Consumer Protection BC, the Church may reclaim and resell a Right of Interment for a Lot where the Right of Interment for the Lot was previously sold.

5.11 Replacement of Reclaimed Lot: In the instance an unused Lot has been reclaimed and resold, and the original Right of Interment is subsequently required for use, the Church shall provide without charge another Right of Interment of equal or greater value from the available Lots in the Cemetery.

5.13 Addition of New Rights of Interment: The Church shall have the authority to establish Rights of Interment for Lots in the Cemetery that may have the same classification as other types of Lots or may also have a different classification criterion specific to their design and location in the Cemetery.

6.0 INTERMENT – GENERAL

6.1 Permitted Interment: Interment in the Cemetery is limited to,

- (a) only Human Remains or Cremated Human Remains,
- (b) only those persons entitled to a Christian Burial according to the tenets, laws and disciplines of the Church, and
- (c) subject to the sole discretion of the Manager, the Interment of non-Catholic persons or those deemed not entitled to Christian burial according to the tenets, laws and disciplines of the Church.

- 6.2 Scattering Prohibited: In accordance with the tenets and policies of the Church, the scattering of Cremated Human Remains in the Cemetery is prohibited.
- 6.3 Compliance: Every Interment in the Cemetery shall conform to this Bylaw, Cemetery design plan, the Lot type into which the Interment is made, and any applicable Regulation set out in any Schedule of this Bylaw.
- 6.4 Interment Standards: The Interment of Human Remains or Cremated Remains in the Cemetery shall be conducted in a manner consistent with the *Cemetery Act*, the tenets, beliefs and policies of the Church, this Bylaw, the dignity of adjacent Lots, the Cemetery, and general community standards.
- 6.5 Interment Supervision: Every Interment service in the Cemetery shall be conducted by or performed under the supervision of the Cemetery, and only the Cemetery or an approved agent of the Cemetery, shall excavate, open, or close a Lot in the Cemetery, or place Human Remains or Cremated Remains into a Lot in the Cemetery.
- 6.6 Officiants: Only an authorized Roman Catholic Priest, an authorized Roman Catholic Deacon, or a Pastor of another Christian denomination, as authorized by the Manager in consultation with The Roman Catholic Archbishop of Vancouver, may officiate at services in the Cemetery.
- 6.7 Cemetery Services: Within the Cemetery all services shall be Catholic or an approved Christian Denomination, where such approval shall be made by the Manager in consultation with The Roman Catholic Archbishop of Vancouver. Fraternal society, lodge, or other organization services not forbidden by Church Law may be permitted, subject to the advance approval of the Manager.
- 6.8 Regalia Prohibited: Within the Cemetery the display, exhibition or use of the regalia, banners, or symbols of a society, organization, lodge, or any organization banned by Church Law is prohibited.
- 6.8 Eulogies: In accordance with '*The Order of Christian Funerals approved by J. Michael Miller, CSB, Archbishop of Vancouver, December 13, 2016*', a eulogy is permitted at a Cemetery service subject to the following criteria,
- a) the applicant, or family, must obtain permission from the officiating priest or deacon prior to the date of the service,
 - b) if permitted by the officiating priest, the following order of preference regarding the eulogy placement is to be observed,
 - I. at the conclusion of the Vigil (Prayer) Service held prior to the Cemetery service,
 - II. before the beginning of the Cemetery service, or
 - III. following the Prayers of Committal at the Cemetery.
 - c) the officiating priest, who needs to care for both the integrity of the Liturgy of the Church and the reputation of the deceased, shall make every effort to ensure the eulogist is of upright character,
 - d) the officiating priest may request to see and edit the text of the eulogy before any service, and
 - e) the eulogy should be brief and should concentrate on the life of the loved

one, highlighting their virtues and faith journey, without "canonizing" the deceased.

- 6.9 Interment Delay: Prior to accepting custody of remains for Interment, the Cemetery 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 Cemetery's control.
- 6.7 Interment Suspension: The Cemetery shall have the authority to suspend or cancel Interment services at, and limit or prohibit public access to, the Cemetery when severe weather, road or grounds conditions or other extraordinary circumstance may warrant or pose a hazard to the public, or Cemetery personnel.
- 6.8 Medical Health Order Interment: Where a Medical Health Officer directs an Interment of Human Remains, the Cemetery shall be obligated to accommodate the Interment as and when so ordered, and subject to,
- (a) as much advance notice as is possible shall be provided to the Cemetery prior to the Interment,
 - (b) the Medical Health Officer providing full details and information about the deceased, the reason for the Medical Health Order, and such other information as the Cemetery deems necessary to facilitate the Interment,
 - (c) instructions with respect to the procedures to be followed for the Interment shall be provided to the Cemetery by the Medical Health Officer in advance of the Interment, to protect the health and safety of all persons who may come into contact with the casket or container bearing the Human Remains,
 - (d) the Manager shall convey the instructions of the Medical Health Officer to every Cemetery employee participating in the Interment, and
 - (e) the Manager shall ensure the instructions of the Medical Health Officer are followed throughout the course of the Interment.
- 6.9 Interment (Disinterment) Limited Liability: The Cemetery shall exercise due care and attention in making an Interment (Disinterment) but shall not be liable for any emotional, psychological or physical injury that may occur to a living person or injury to Human Remains or Cremated Remains, or damage to a container, urn or other form of burial container sustained as part of an Interment or Disinterment except where such injury or damage is caused by the negligence of the Church.

7.0 DISINTERMENT (EXHUMATION)

- 7.1 Compliance: Every Disinterment of Human Remains, or Cremated Remains, shall be conducted in compliance with the *Cemetery Act*, this Bylaw, and in a manner consistent with the dignity of adjacent Lots, the Church, the Cemetery, and general community standards.
- 7.2 Proof of Authority: An applicant requesting a Disinterment of Human Remains or Cremated Remains from a Lot shall provide to the Cemetery, at their expense and in a form prescribed by the Cemetery,
- (a) such proof as the Cemetery 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 Cemetery, for the Disinterment, and

- (c) the Cemetery shall have the right to require the applicant, at their expense, to obtain a Court order that compels the Cemetery to make the Disinterment requested.

7.3 Application for Disinterment: No Disinterment shall be allowed until,

- (a) the Legal Representative of the deceased to be disinterred has applied, completed, and signed with the Cemetery a Disinterment Authorization, in a form prescribed by the Church,
- (b) all fees payable to the Cemetery for the Disinterment are paid in full where the fees for Disinterment are those set out in *Schedule 'A': Schedule of Rates*,
- (c) a Disinterment permit, as may be required under the *Cemetery Act*, issued by a *Director of the Consumer Protection Authority*, has been delivered to the Cemetery, and
- (d) a copy of a transport permit, as may be required under the *Cemetery Act*, issued by a *Director of the Consumer Protection Authority*, has been provided to the Cemetery.

7.4 Limited Attendance: Except if ordered by a Court of competent jurisdiction or a Medical Health Officer, no person other than employees or authorized agents of the Cemetery along with a duly contracted funeral director shall be permitted to be present at the Disinterment of Human Remains or Cremated Remains in the Cemetery.

7.5 Disinterment Timing: A Disinterment in the Cemetery shall, without exception, be performed on a day and at a time of the Cemetery's choosing.

7.6 Cemetery Responsibility: The Cemetery's responsibility in a Disinterment 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 is complete.

7.7 Staff Limited: No employee of the Cemetery 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.

7.8 No Recovery of Other Materials: Other than the recovery of the Human Remains or Cremated Remains present in a Lot opened for a Disinterment the Cemetery shall make no commitment as to the recovery of any other material, personal effect or memento, or other extraneous item from a Disinterment Lot.

7.9 Disposal of Disinterment Spoils: The Cemetery shall dispose of, in a safe, environmentally sensitive, and dignified manner, all extraneous materials that may incidentally be removed from a Disinterment Lot.

8.0 MEMORIALS: GENERAL REGULATIONS

- 8.1 Compliance: Every Memorial and the installation thereof shall conform to this Bylaw, the Cemetery design plan, the Lot type where a Memorial installation is made, and any other applicable Regulation set out in any Schedule of this Bylaw.
- 8.2 Permanent Memorial Required: Following an Interment, every Interment shall have a permanent Memorial.
- 8.3 Memorial Responsibility: It is the responsibility of a Rights Holder or the Legal Representative of a deceased to arrange for the supply and installation of a permanent Memorial, at their expense, on an Interment site within 60 days of an Interment.
- 8.4 Temporary Identification Memorial: At the time of an Interment the Cemetery will install a temporary, non-permanent identification Memorial that is,
- (a) of a design, size and material approved by the Cemetery,
 - (b) placed on a Lot at a location determined by the Cemetery,
 - (c) permitted to remain on the Lot for a period not to exceed 60 days from the date of Interment, and
 - (d) upon installation of a permanent Memorial, the temporary identification Memorial shall be removed, recycled and disposed of by the Cemetery.
- 8.5 Inscriptions: No inscription, engraving, ornamentation, or combination thereof, that is inconsistent with the tenets, precepts and practices of the Church, this Bylaw or its Schedules, the dignity of adjacent Lots, the Cemetery, or community standards shall be placed on any Memorial.
- 8.6 Memorial Standards: Every Memorial, and the installation of every Memorial, shall conform to all specifications and requirements established by the Cemetery 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.
- 8.7 Church Maintenance Responsibility: The Cemetery will maintain the land or space where a Lot is located but is not responsible for the maintenance of any Memorial installed on a Lot.
- 8.8 Memorial Purchaser Responsibility: All Memorials are the property of the Memorial purchaser, and the care or repair of a Memorial is the responsibility of the purchaser and a Rights Holder, or their successor is required to keep in good order and repair, at their expense and to the satisfaction of the Cemetery, all Memorials on a Lot registered in their name.
- 8.9 Limited Liability: The Cemetery is not liable for, the theft of any Memorial, 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 Cemetery.
- 8.10 Temporary Removal: The Cemetery, subject to the Manager's authorization, shall have the right, without notice, to temporarily move a Memorial from a Lot if, during the excavation of a Lot or an adjoining Lot, such removal is needed to gain access to a Lot, to ensure the safety of Cemetery workers, or to protect the Memorial from potential damage during the Interment process. Memorials that have been moved shall be replaced, by the Church, into its original position on the Lot from which it was removed as soon as possible after an Interment has been completed.

- 8.11 Memorial Replacement / Modification: No Memorial shall be installed, replaced, or modified within the Cemetery by any person other than the Cemetery or a person authorized by the Manager. Every request to replace or modify an existing Memorial must be with the consent of the Lot Rights Holder or their successors and/or the Family Members of the person(s) interred in the Lot or may be permitted at the discretion of the Manager, in the event the Lot Rights Holder or their successors and/or the Family Members of the person(s) interred in the Lot cannot be located.
- 8.12 Non-Conforming Memorials: Where it is determined a Memorial has been installed that is inconsistent in any way with the design, size or material approved as part of the Memorial installation application or does not comply in any other way with this Bylaw, then the non-compliant Memorial may be ordered removed by the Manager, after providing 30-days notice in writing to the Lot Rights Holder or their successors at their last known address on file with the Cemetery, if the issue of non-compliance has not been resolved in accordance with the notice provided.
- 8.13 Permanent Removal: If any Memorial, or part of a Memorial, a grave cover or grave curbing placed or erected in the Cemetery be in a state of disrepair that may be hazardous to the public, or Cemetery personnel, or become detrimental to the maintenance and overall appearance of the Cemetery, the Manager, after providing 30-days notice in writing to the Lot Rights Holder or their successors at their last known address on file with the Church, may have the Memorial removed from the Cemetery if it has not been repaired in accordance with the notice provided.

9.0 CEMETERY REGULATIONS

- 9.1 Bylaw Compliance: The use of a Right of Interment, every Interment, every Memorial, the installation of every Memorial and visitation within the Cemetery is subject to this Bylaw and, every person, upon entering and while within the Cemetery, shall comply with this Bylaw and follow every instruction of the Cemetery.
- 9.2 Cemetery Hours: The business days and hours of operation of the Cemetery shall, for the following purposes, be,
- (a) **Visiting:** open every day of the year from 8:30 a.m. to dusk,
 - (b) **Cemetery Office:** located at the Gardens of Gethsemani Catholic Cemetery, open Monday through Friday, from 8:30 a.m. to 4:30 p.m. and closed on weekends, days of observance and holidays observed by the Church.
- 9.3 Flower Regulations & Restrictions: Floral tributes may be placed at the Cemetery as follows,
- (a) on the day of an Interment and for a period of up to 7 days following Interment, any type of floral tribute is permitted,
 - (b) between April 1 and October 31, only fresh cut flowers may be placed on a Lot. Potted plants, wreaths and artificial floral tributes of any type are prohibited during this period,
 - (c) 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,

- (d) only flower vases of a number and design approved by the Cemetery, shall be permitted on a Lot and the use of glass vases in any circumstance is prohibited,
- (e) in the case of a columbarium niche or mausoleum crypt, artificial floral tributes may be placed in a vase approved, supplied, and installed by the Cemetery,
- (f) except for the day of Interment, the placement of floral tributes at a columbarium or at a mausoleum shall not be permitted,
- (g) 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,
- (h) the Cemetery 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
- (i) the Cemetery has the right, without notice, to remove or order removed flowers, decorations or other items placed on a Lot or at a memorial site that may pose a safety risk or have deteriorated or otherwise become unsightly and detract from the maintenance standard of adjacent Lots and the Cemetery as a whole.

9.4 Cemetery Regulations: No person shall,

- (a) be in the Cemetery between one (1) hour after sunset and 8:30 a.m. the following morning,
- (b) scatter, dispose of, or inter any cremated remains within the limits of the Cemetery except in compliance with this Bylaw,
- (c) place any form of decoration, adornment, personal memento, or other extraneous object on a Lot, a Niche, or a Crypt, or in the Cemetery generally without the express consent of the Manager and subject to any Regulations the Manager may apply,
- (d) 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,
- (e) 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 dead,
- (f) drive a vehicle in the Cemetery other than on a designated roadway for vehicles and in compliance with the speed limit of 20 KMH, and any other posted vehicle directives,
- (g) conduct themselves in a manner that disturbs the peace, quiet and good order of the Cemetery or an Interment or Memorial service being conducted therein,
- (h) discharge any firearm in the Cemetery other than at a military funeral for which a firearm salute has been authorized by the Church and is conducted under the direct command of an officer in charge and only during an Interment or memorial service,

- (i) 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,
- (j) bring into the Cemetery any pet or animal, except for a certified personal assistance guidance animal,
- (k) drive any form of recreational utility vehicle, all terrain vehicle, or powered snow vehicle,
- (l) play any manner of sports game or sport activity within the limits of the Cemetery, and
- (m) otherwise violate any provision of this *Bylaw* or the *Cemetery Act*.

- 9.5 No Planting or Site Alterations: No tree, shrub, plant, bulb, flower, or other decorative plant may be planted, pruned, cut down, removed, or otherwise altered on a Lot or anywhere else within the limits of the Cemetery. Subject to the consent of the Manager, authorized persons may be permitted to utilize the features of a Planted Cutting Graden designated within the Cemetery and subject to the supervision of the Cemetery.
- 9.6 No Open Flame: No open flame, candle, or burning of any substance or other material may take place inside the Cemetery without prior authorization given by the Cemetery and, if approved, shall be conducted under the direct supervision of the Cemetery.
- 9.7 Special Events: Notwithstanding subsection 9.4(e), the Cemetery has the authority to permit special events to be conducted in the Cemetery that are, in the opinion of the Cemetery, deemed appropriate for and in keeping with the dignity and purpose of the Cemetery, and the tenets and practices of the Church.
- 9.8 Hours of Work: No work may be performed at the Cemetery except during the regular hours of the Cemetery except where work outside of regular hours is authorized by the Cemetery.
- 9.9 Obey Manager: All persons and funeral processions while in the Cemetery shall obey the instructions of the Manager, and any person not behaving with proper decorum within the Cemetery or disturbing the quiet and good order of the Cemetery may be evicted from the Cemetery by the Manager.
- 9.10 No Solicitation or Gratuity: No person shall solicit orders for funeral services, markers, tablets, Memorials, or like works or services within the limits of the Cemetery and, no gratuity or extraordinary consideration shall be paid to or accepted by an employee or agent of the Cemetery for any service rendered or good provided in connection with the Cemetery.
- 9.11 Offences & Penalties: 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 Manager,
- (a) may act as needed to expel the person or persons from the Cemetery and pursue such legal action they deem appropriate to address the offence or Bylaw contravention,
 - (b) may find contravention of this Bylaw that continues more than one day to constitute it as a continuous offence, and

- (c) any person guilty of an infraction or violation of any of the provisions of this Bylaw shall be liable, on summary conviction, to a fine of up to \$2,000.00.

10.0 CEMETERY FEES

- 10.1 Establishment of Fees: The Cemetery shall establish and, on a regular basis review and amend, as needed, the fees that are charged at the Cemetery.
- 10.2 Fee Schedule: The fees for all Rights of Interment and all services and goods offered for sale at the Cemetery shall be those set out in the *Schedule of Rates* that forms a part of this this Bylaw.
- 10.3 Fee Itemization: On the fees listed for all Right of Interments, and on all purchase contracts for Rights of Interment, the amount required to be set aside, from the sales price of a Right of Interment, for the "*Cemetery Perpetual Care Fund*" shall be disclosed and itemized.
- 10.4 Payment of Fees: The fees set out in the *Schedule of Rates* are due and shall be paid, or arrangements made to be paid, in full at the Cemetery offices at the time of purchase of a Right of Interment, or purchase of any goods or services sold by the Cemetery.
- 10.5 Cemetery Fee Sustainability: 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 Church,
 - (b) adjusted at least annually each calendar year, and
 - (c) the annual Fee increase shall be not less than the national Consumer Price Index (CPI) - based on the 12-month period of September to September immediately preceding January 1, and not more than the CPI rate plus an additional 2%.

11.0 CEMETERY FUNDS

- 11.1 Cemetery Perpetual Care Fund ("*Care Fund*"): In compliance with the *Cemetery Act* the Church shall establish and maintain at the Church's financial institution, a *Care Fund* and the Manager shall be responsible for ensuring that,
- (a) from the proceeds charged and collected from the sale of all Rights of Interment and all Memorial Installations, the Church pays into the *Care Fund* the amounts received for each transaction, as set out in *Schedule 'A': Schedule of Rates*, and ensure the deposit and investment of the monies in the *Care Fund* are permitted by and comply with the *Cemetery Act*, and financial policies and investment practices of the Church,
 - (b) the interest earned on the investments of the *Care Fund* is used only for the maintenance and care of the Cemetery in the year in which the interest is earned or, when not needed, retained in the *Care Fund* to increase the principal sum of the fund, and
 - (c) the principal of the *Care Fund* is not to be reduced other than in accordance with an order from a Director of Consumer Protection BC and pursuant to the *Cemetery Act*.

- 11.2 Care Fund Donations Accepted: The Manager may accept voluntary donations to the *Care Fund* from any person or organization and said donations shall be added to the principal of the Fund.
- 11.3 Works of Mercy Fund: The Church Cemeteries welcome voluntary donations made to the Works of Mercy Fund. This Fund is used to assist with the provision of Interment services for Infants, those facing financial hardship, or indigent cases. Use of this fund is subject to the sole discretion of the Manager as they deem appropriate.

12.0 REPEAL & REPLACEMENT

- 12.1 Repeal of Existing Bylaw(s): Adoption of this Bylaw shall repeal and replace all pre-existing Bylaws, Rules or Regulations of the Church's Cemeteries and all consolidations and amendments thereto made in their entirety.
- 12.2 Effect of Bylaw: This Bylaw shall come into full force and effect and be binding on all persons as and from the date of adoption.

ADOPTED in the Archdiocese of Vancouver, British Columbia on this the 21st day
of June, 2024.

+ J. Michael Miller CSB

Most Rev. J. Michael Miller, CSB
Archbishop of the Roman Catholic Archdiocese of Vancouver

Peter Nobes

Mr. Peter Nobes, Roman Catholic Archdiocese of Vancouver
Director, Catholic Cemeteries (Manager)