



**DISTRICT OF SUMMERLAND**  
**CEMETERY BYLAW NO. 2012-016**  
*(Consolidated to include Bylaw No. 2013-016)*

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# DISTRICT OF SUMMERLAND CEMETERY BYLAW NO. 2012-016

## A Bylaw to Provide for the Regulation, Maintenance, and Operation of the Cemeteries Owned and Operated by the District of Summerland

The Council of the District of Summerland pursuant to Section 8 of the *Community Charter*, in open meeting assembled, enacts as follows:

### Part 1 – General

#### 1.1 Title

This bylaw shall be known for all purposes as the “Summerland Cemetery Bylaw 2012-016”.

#### 1.2 Interpretation

##### a. Enactments

Any enactment referred to in this Bylaw is a reference to an enactment of British Columbia or Canada, as the case may be, and regulations thereto, as amended, revised, consolidated, or replaced from time to time.

Any bylaw referred to in this Bylaw is a reference to an enactment of the Council of the District of Summerland, as amended, revised, consolidated, or replaced from time to time.

##### b. Headings and Table of Contents

The headings and the Table of Contents contained in this Bylaw are for convenience of reference. These headings and the Table of Contents do not form part of this Bylaw and will not be used in its interpretation.

##### c. Severability

If any section, subsection, sentence, clause, or phrase of this bylaw is deemed to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the bylaw.

##### d. Context of Wording

Wherever the masculine is used throughout this bylaw, it shall also mean the feminine, and wherever the singular is used throughout this bylaw, it shall also mean the plural.

##### e. Schedules

The following schedules are attached to and form part of this Bylaw:

Schedule ‘A’	Right of Interment Permit
Schedule ‘B’	Interment Permit
Schedule ‘C’	Interment Authorization Permit
Schedule ‘D’	Surrender or Transfer of Reserved Plot Permit
Schedule ‘E’	Exhumation Permit

### 1.3 Definitions

In this bylaw, unless the context otherwise requires:

**"Cemetery"** means any parcel or tract of land set aside, used, maintained, or operated as a cemetery by the District of Summerland.

**"Cemetery Manager"** means the Director of Works and Utilities, as appointed by the Council of the District, and includes their duly authorized representatives.

**"Corporate Officer"** means the Corporate Officer, as appointed by the Council of the District, and includes their duly authorized representatives.

**"Council"** means the Municipal Council of the District of Summerland and shall be deemed to be the board of trustees for the cemeteries pursuant to section 37 of the *Cremation, Interment and Funeral Services Act*.

**"Director of Finance"** means the Director of Finance, as appointed by the Council of the District, and includes their duly authorized representatives.

**"District"** means the District of Summerland.

**"Medical Health Officer"** means the person duly appointed from time to time for or by the District pursuant to the provisions of the *Health Act*.

**"Right of Interment"** means a right, in perpetuity, for the interment of human remains or cremated remains in a plot.

## Part 2 – District of Summerland Cemetery Lands

### 2.1 Cemeteries

The following lands owned by the District are to be used for Cemetery purposes:

- a. **Canyon View Cemetery**, situated on Paradise Flats, in the District of Summerland, Province of British Columbia, and more particularly known and described as Lot A, District Lot 1073, Osoyoos Division Yale District, Plan 20863, with a civic address of 10316 Canyon View Road.
- b. **Peach Orchard Cemetery**, situated in the Peach Orchard area, in the District of Summerland, Province of British Columbia, and more particularly known and described as Block 3, District Lot 455, Osoyoos Division Yale District, Plan 157, except parts shown on Plan 339, Plan 7845 and Plan 20203, with a civic address of 6300 Ramsay Street.
- c. **Anglican Cemetery**, situated in the Giant's Head Road area, in the District of Summerland, Province of British Columbia, and more particularly known and described as the Southwest 1/2 acre of District Lot 675, Osoyoos Division Yale District, with a civic address of 10005 Giant's Head Road.

### 2.2 Cemetery Plans

A copy of the plans of the Cemeteries shall be kept available for public inspection at the Works and Utilities Office of the District.

## Part 3 – Right of Interment

### 3.1 Reserved Sections

The Council may enter into an agreement with a society, church, the Royal Canadian Legion, or other organization to reserve a section of a Cemetery to be used exclusively for the interment of their deceased members.

No person shall be issued a permit to use a plot in a reserved section, unless their application to purchase a permit is accompanied by a certificate from the applicable society, church, the Royal Canadian Legion, or other organization. The certificate must state that the applicant, or the person on whose behalf they may be acting, is entitled to interment in the reserved section.

### **3.2 Right of Interment for Exclusive Use**

The Cemetery Manager is authorized to issue a Right of Interment Permit to any person, or their authorized agent. The Right of Interment Permit may be for one or more vacant plots to which a Right of Interment Permit has not already been issued and must be for the exclusive use by them, their executors, or their administrators.

The Right of Interment Permit shall be in the form as set out in Schedule 'A'.

### **3.3 Right of Refusal**

The Council reserves the right to refuse to sell to any person a Right of Interment that is for the use of more than two plots.

### **3.4 Right of Interment is Not Transferable**

The holder of a Right of Interment shall not transfer the right of use and occupancy to any other person except as provided for in this Article. The Cemetery Manager may, at their sole discretion, allow the transfer of the Right of Interment for any unused plot to an immediate family member.

In reserved sections of a Cemetery, the application for transfer must be accompanied by a certificate stating that the person is entitled to interment in the reserved section.

### **3.5 Transfer Request**

A transfer request must be in writing by the holder of a Right of Interment and shall be made in the general form of the Surrender or Transfer of Reserved Plot Permit as set out in Schedule "D".

The Cemetery Manager shall amend their records to recognize the new holder of the Right of Interment of the plot or plots.

### **3.6 Notice of Transfer**

No sale or other transfer of any plot, or any interest therein shall be binding upon the District until a duly executed Surrender or Transfer of Reserved Plot Permit has been submitted to and approved by the Cemetery Manager.

### **3.7 Proof of Inheritance**

If the owner of a plot dies and the ownership passes by inheritance to a new owner, the District may require proof from the new owner of their right to such interest before the new owner can obtain registration of their interest to the plot. This proof may consist of a will or other such proof as may be satisfactory to the Cemetery Manager. If the new owner wishes to have an interment made before they have obtained registration of their interest in a plot, they must satisfy the Cemetery Manager of their right to do so before the interment shall be permitted.

### **3.8 Order of Priority**

The right of a person to control the disposition of human remains or cremated remains vests in and devolves on that person in the order of priority as outlined in the *Cremation, Interment and Funeral Services Act*.

### **3.9 Right of Interment Cancellation**

Upon receiving a written request by a person holding a Right of Interment Permit to forfeit such right to use and occupy the plot, the Cemetery Manager may cancel the Right of Interment Permit and refund the person a sum equivalent to 75% of the original fee paid, less the Cemetery Care Fund contribution paid, if applicable.

### **3.10 Right of Interment Provisions**

All Rights of Interment shall be subject to the provisions of this bylaw and to all bylaws now or hereafter adopted by Council.

## **Part 4 – Permission to Inter or Exhume**

### **4.1 Interment Permit**

No human remains or human cremated remains shall be interred in a Cemetery until;

- a. a person having authority, pursuant to Section 5 of the *Cremation, Interment and Funeral Services Act of B.C.*, to authorize the disposition of the deceased person's remains or cremated remains has completed, duly signed, and witnessed an interment authorization and any other documents required to facilitate the interment in a form approved by the Cemetery Manager.
- b. a permit to inter the remains has been obtained from the District and all fees and charges have been paid.

### **4.2 Application for Permit**

An application for an Interment Permit must be accompanied by an application for an Interment Authorization Permit. These permit applications must be made to the Cemetery Manager during regular working hours at the office of Works and Utilities located at 9215 Cedar Ave., Summerland, during regular working hours. Weekend calls will not be accepted.

Interments for Mondays, the day after a Statutory Holiday, or the day after other days that the Works and Utilities Department is closed, must be received by 2:00 p.m. the previous working day or they will not be accepted. For example, Monday interments would have to be booked by 2:00 p.m. the previous Friday.

### **4.3 Twenty-Four Hour Notice**

All Interment Permits must be applied for, obtained, and approved and all pertinent fees and charges must be paid no less than 24 hours prior to the interment time.

### **4.4 Interment Times**

Interment times shall be scheduled by the Cemetery Manager who will make every effort to accommodate all Funeral Agency requirements.

A minimum of two hours is required between interment scheduling. A minimum of one and a half hours is required to close a plot to a safe condition, therefore, the site must be cleared by 2:30 p.m., in order to close the plot prior to 4:00 p.m.

### **4.5 Registration of Death**

All persons applying for interments in the Cemetery shall submit to the Cemetery Manager, an Interment Permit, an Interment Authorization Permit, a Certificate of Cremation, if applicable, and an Acknowledgment of Registration of Death Certificate issued pursuant to the *British Columbia Vital Statistics Act*, or the equivalent.

#### **4.6 Interment After Hours**

Where a Medical Health Officer directs that a body be interred in the Cemetery during any period when the Cemetery is closed, permission to inter in the Cemetery shall be obtained from the Cemetery Manager.

#### **4.7 Details of Deceased**

Where an interment in the Cemetery is performed under the direction of the Medical Health Officer, the person who permitted the interment and the person who performed the interment shall report the matter to the Cemetery Manager and the representative of the deceased shall furnish the Cemetery Manager with an Interment Permit, an Interment Authorization Permit, a Certificate of Cremation, if applicable, and an Acknowledgment of Registration of Death Certificate issued pursuant to the *British Columbia Vital Statistics Act*, or the equivalent. This information shall be provided to the Cemetery Manager as soon as the District's offices are opened.

#### **4.8 Removal of Remains**

No interment shall be exhumed except in compliance with the requirements of the *Cremation, Interment and Funeral Services Act*. No exhumation will proceed until an Exhumation Permit is submitted to and approved by the Cemetery Manager and all applicable fees and charges have been paid.

The District's responsibility during the process of uncovering of a casket, urn, or other container will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending Funeral Agency. The District is not responsible for damage sustained to any casket, urn, or other container during exhumation.

#### **4.9 Lawful Interment**

It is unlawful to inter or cremate a deceased person within the Municipal boundary of the District except pursuant to the terms and conditions of the *Cremation, Interment and Funeral Services Act* and Regulations.

### **Part 5 – Interment in the Cemeteries**

#### **5.1 Interment Compliance**

All interments are subject to and must comply with the terms and conditions of this bylaw.

#### **5.2 Human Remains Only**

Only human remains and human cremated remains shall be interred in the Cemeteries.

#### **5.3 Occupy Plot**

The holder of a Right of Interment Permit to use and occupy a plot in a Cemetery may transfer their right of use and occupancy to another family member subject to the terms and conditions of this Bylaw.

#### **5.4 Communicable Disease**

Where the remains of a person who died while suffering a communicable disease are to be interred in a Cemetery, any instruction given by the Medical Health Officer respecting the interment shall be fully and carefully followed by those who perform the interment.

Where the body delivered to the Cemetery for interment is subject to direction of the Medical Health Officer, pursuant to the *Health Act*, the person delivering the body to the Cemetery shall inform the Cemetery Manager.

## **5.5 Plot Depth**

Plots shall be dug to a depth sufficient to provide not less than 0.9 metres (3.0 feet) of earth between the upper surface of the casket or grave liner and the level of the ground surrounding the plot.

## **5.6 Interments per Grave**

The following outlines the maximum number and types of remains that may be interred in any one plot:

- a. one single full-sized interment; or
- b. at the Canyon View Cemetery only, two full sized interments (double depth) with the first full size interment at the lower depth than the second interment at the upper depth; or
- c. one full size interment with up to four cremations provided the full size interment takes place first; or
- d. up to four cremations in a single cremation plot; or
- e. up to four cremations in a full interment plot.

## **5.7 Cremations**

Cremations shall be in a container and placed inside a cremation box supplied by the District. The container must fit inside the cremation box which has inside measurements of 20cm (8 inches) by 20cm (8 inches) at the base, tapering to 25cm (10 inches) by 25cm (10 inches) at the top, and is 30cm (12 inches) deep.

## **5.8 Canyon View Cemetery Interments**

Except for cremations, a grave liner shall be used for all interments at Canyon View Cemetery.

## **5.9 Hours of Interment**

Interments in the cemeteries shall be between the hours of 8:00 a.m. and 2:00 p.m. Monday to Friday unless otherwise permitted in this Bylaw.

## **5.10 Interment Service**

The interment service must be completed prior to 2:30 p.m.

## **5.11 Interments Outside of Regular Hours**

Consent will be given in all circumstances where an interment that will be completed outside regular hours is required under the direction of the Medical Health Officer.

All other interments that will be completed later than 2:30 p.m. Monday to Friday, on weekends, or on statutory holidays, may be permitted upon approval of the Cemetery Manager and payment in full of all additional fees and charges. The Cemetery Manager may, at their sole discretion, deny approval due to the lack of availability of District resources or operational costs.

***(Bylaw 2013-016 added the following paragraph – June 24<sup>th</sup>, 2013)***

There shall be no interments scheduled for Easter Sunday, VE Day (Victory in Europe Day), Mother's Day, Father's Day, Remembrance Day, or Christmas Day.

## **5.12 Interments by Authorized Persons**

No plot shall be dug or opened by any person other than a person authorized by the Cemetery Manager.

## **5.13 No Interment Above Ground Level**

No vaults or other methods of above ground interments shall be permitted.



## **Part 6 – Cemetery Manager**

### **6.1 Responsibilities**

The Cemetery Manager is responsible for ensuring that the terms and conditions of this Bylaw are adhered to and properly carried out.

### **6.2 Staff**

The Cemetery Manager shall engage the staff necessary to carry out the administrative and operational duties under this Bylaw. Any contracted personnel or District staff engaged in performing any duty under the jurisdiction of this Bylaw shall be under the direction and supervision of the Cemetery Manager.

### **6.3 Duties of Cemetery Manager**

The Cemetery Manager shall be responsible for the following duties:

- a. To dig and prepare all plots required to be dug or prepared pursuant to this bylaw.
- b. To direct all funerals in the cemetery to the correct plot.
- c. To install all memorials.
- d. To construct all foundations for memorials at Canyon View Cemetery.
- e. To carry out the general work of the Cemeteries required to maintain them in a neat and tidy condition, including the maintenance of paths, gates, fences, and other cemetery improvements.
- f. To maintain records as required by the *Cremation, Interment and Funeral Services Act*, and this Bylaw.
- g. To complete such other work as may be directed by Council.

### **6.4 Grant Right of Interment**

The Cemetery Manager is authorized to grant a Right of Interment Permit in the form set out in Schedule “A” for any vacant plot in a Cemetery provided that a Right of Interment has not already been issued for that plot.

## **Part 7 – Care Fund**

### **7.1 Care Fund**

A fund shall be established and administered in accordance with the *Cremation, Interment and Funeral Services Act* and the *Community Charter*. This fund shall be known as the “Canyon View Cemetery Care Fund” and the interest in this fund shall be used for the upkeep, care, and repair of Canyon View Cemetery. The principal in this fund shall not be reduced other than in accordance with an order made pursuant to the *Cremation, Interment and Funeral Services Act*.

### **7.2 Canyon View Cemetery Care Fund**

For each Right of Interment issued in Canyon View Cemetery, the Director of Finance shall pay into the Canyon View Cemetery Care Fund Account an amount as specified in the District’s Fees and Charges Bylaw.

### **7.3 Care Fund Amount**

The amount required to be used for Canyon View Cemetery Care Fund purposes shall be specified on all Right of Interment Permits and on all contracts or agreements for the

sale of such Rights. The amount specified shall not apply to any plot space the District has made available for indigent interments and that the District has exempted from the applicable fees and charges.

**7.4 Care Fund Amount for Memorials**

Any owner of a memorial who desires to install it in Canyon View Cemetery shall, prior to installation, contribute into the Canyon View Cemetery Care Fund Account an amount as specified in the District’s Fees and Charges Bylaw.

**7.5 Care Fund Investment**

Investment of funds received for the Canyon View Cemetery Care Fund purposes shall be made as required by the Regulation under the *Cremation, Interment and Funeral Services Act* applicable to Cemetery Care Funds. The income from the Canyon View Cemetery Care Fund, including any appreciation, shall be used for the sole purpose of upkeep and maintenance of Canyon View Cemetery.

The Director of Finance shall keep a separate account for all monies received or expended under the terms and conditions of this bylaw. Any surplus funds that remain at the end of each fiscal year shall be paid into the Canyon View Cemetery Care Fund and shall be invested by the District in accordance with the provisions of the *Community Charter*.

**Part 8 – Memorials**

**8.1 Fees**

The District will not place a memorial on any plot until all applicable fees and charges have been paid.

**8.2 Memorial Size Limits**

District staff may only install memorials in accordance with the following:

- a. The base on which any memorial is to be placed at Canyon View Cemetery shall be constructed of concrete, be laid flat and flush with the adjacent ground level, and shall exceed the size of the memorial by at least two inches on all sides.
- b. Memorials shall be constructed of stone, concrete, or metal and shall not exceed the following maximum sizes:

	<u>Base</u>	<u>Maximum Memorial Size</u>
Infant plot	90cm x 90cm (36" x 36")	80cm x 80cm x 18cm high (32" x 32" x 7")
Cremation plot	75cm x 75cm (30" x 30")	65cm x 65cm x 18cm high (26" x 26" x 7")
Regular plot	75cm x 120cm (30" x 48")	65cm x 110cm x 18cm high (26" x 44" x 7")

- c. No plot at Canyon View Cemetery shall be defined by a fence, railing, coping, curbing, hedge, or by any other marking except for a memorial.

**8.3 Removal of Memorials**

No person shall remove a memorial unless authorized in writing by the Cemetery Manager.

**Part 9 – General Regulations**

**9.1 Permit Form**

All Right of Interment Permits shall be in the form as set out in Schedule "A".

All Interment Permits shall be in the form as set out in Schedule "B".

All Interment Authorization Permits shall be in the form as set out in Schedule "C".

All Surrender or Transfer of Reserved Plot Permits shall be in the form as set out in Schedule "D".

All Exhumation Permits shall be in the form as set out in Schedule "E".

## **9.2 Offerings**

Offerings may be placed at an interment site provided that the offering is located on the concrete base, at least 50 mm (2 in.) away from the edge of the concrete base, and complies with the criteria outlined below.

Acceptable offerings shall be:

- a. of sufficient weight to prevent the offering from blowing off the concrete base by the wind or by maintenance equipment during regular maintenance;
- b. less than 45.7 cm (18 in.) in height.

Discouraged offerings are:

- a. any offering that is made of materials, such as plastic, that will easily fade, breakdown under ultraviolet rays, and become unsightly in a short period of time;
- b. any stuffed offering, such as a stuffed toy animal, that can be an attractive nesting area for rodents or, when wet, a breeding ground for maggots or other unsavory insects.

Prohibited offerings are:

- a. small offerings, such as necklaces, small stones, or marbles, that may become entangled in the maintenance equipment;
- b. anything that extends or grows into the landscaped area surrounding an interment site or anything that encroaches into a neighbouring interment site;
- c. any offering that is made of, or contains, glass or any other easily breakable substance;
- d. pointed or sharp offerings that may present a safety hazard if someone falls.

## **9.3 Funeral, Holiday, Days of Honour, and Special Occasion Offerings**

This section applies to offerings that are allowed to be placed adjacent to but off of the concrete base as they commemorate a funeral, holiday, day of honour, or a special occasion.

Funeral flowers, along with all other funeral items such as stands, baskets, frames, and casket sprays, can be placed at the interment site, outside the confines of the concrete base, on the day of the service and be left at the interment site for one week after the interment.

During a holiday and special days of honour appropriate seasonal flowers and arrangements may be placed at the interment site, outside the confines of the concrete base, for a period of one week before and one week after the event. At Christmas, seasonal flowers and arrangements may be left until one week after New Year's Day and at Easter seasonal flowers and arrangements may be left until one week after Easter Monday.

To commemorate a significant date in the life of a loved one, such as the date of birth, floral arrangements may be placed at the interment site the day before or the day of the special occasion, outside the confines of the concrete base. These floral arrangements will be removed one week after the special occasion. The person placing the floral

arrangement must notify the Cemetery Manager to ensure the floral arrangement is not disturbed during this time.

#### **9.4 Removal of Offerings**

This section applies to offerings that are placed on a concrete base.

Flowers or floral arrangements that have wilted or have become unsightly will be removed and disposed of. For offerings that do not meet the requirements of this Bylaw, become unsightly, create a safety hazard, or present a maintenance issue, staff will:

- a. take a picture of the offering being removed, tag the offering with interment site information, and store the offering at a secure location at the Works and Utilities Yard;
- b. attempt to contact the owner of the interment site at the last known number the District has on file;
- c. dispose of the offering if it is not claimed within sixty days of the date of removal.

#### **9.5 Cemetery Landscaping**

No person, other than authorized District employees, shall plant, remove, cut down, or destroy any trees, shrubs, plants, flowers, bulbs, or rocks in the Cemeteries.

#### **9.6 Damage**

No person shall damage or deface any memorial, fence, gate, structure, or any other type of improvement in the Cemeteries.

#### **9.7 Vehicles**

No person shall enter the Cemeteries in a vehicle after sunset or drive a vehicle in the Cemeteries at any time at a speed of more than 10 km per hour. All vehicles and their drivers while in a Cemetery grounds shall be subject to the direction and orders of authorized District staff.

#### **9.8 No Solicitation**

No person shall solicit business or orders for memorials, curbing, cappings, or like works within the limits of a Cemetery.

#### **9.9 Peaceful Enjoyment**

All persons and funeral processions in a Cemetery shall obey reasonable instructions of District staff. Authorized District staff may evict from a Cemetery any person who is not behaving with proper decorum or who is disturbing the quiet and peaceful environment of the Cemetery.

#### **9.10 Discharging of Firearms**

The discharging of firearms, other than in regular volleys at military interment services, is prohibited in the Cemeteries.

#### **9.11 Damage**

Any person who:

- a. willfully destroys, mutilates, defaces, or removes any memorial or other structure placed in a Cemetery;
- b. willfully destroys, mutilates, defaces, or removes any fence, railing, or other work for the protection of ornaments in a Cemetery;
- c. willfully destroys, cuts, breaks, or injures any shrub or plant, or plays at any game or sport, or discharges firearms, except at a military funeral, in a Cemetery;

- d. willfully or unlawfully disturbs persons assembled for the purposes of interment at a Cemetery;
  - e. commits a nuisance, or who at any time behaves in an indecent and unseemly manner in a Cemetery;
  - f. deposits any rubbish or offensive matter or thing in a Cemetery; or
  - g. in any way violates any plot or other structure within the plot;
- shall be guilty of an infraction and liable to the penalties of this Bylaw.

#### **9.12 Hours**

Cemeteries are deemed open at 7 a.m. every morning and deemed closed at 8 p.m. every evening. Any person who is in a Cemetery without special permission of the Cemetery Manager between 8 p.m. at night and 7 a.m. the following morning, shall be guilty of an infraction and liable to the penalties of this Bylaw.

#### **9.13 Violations**

Every person who:

- a. violates any of the provisions of this Bylaw;
- b. permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw;
- c. neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw; or
- d. does any act which violates any of the provisions of this Bylaw;

shall be guilty of an offence punishable on summary conviction and shall be liable to a fine of not more than \$2,000.00 or to imprisonment for not more than six months, or to both the penalties being enforced and the fines and costs being recoverable upon summary conviction in the manner provided by the *Offence Act*.

#### **9.14 Administration of Cemeteries**

The administration of the Cemeteries shall, at all times, be carried out in accordance with the *Cremation, Interment and Funeral Services Act* and Regulations made thereunder.

### **Part 10 – Fees and Charges**

#### **10.1 Cemetery Fees and Charges**

The fees and charges for a Right of Interment Permit, an Interment Permit, an Interment Authorization Permit, or a Surrender or Transfer of Reserved Plot Permit, Exhumation Permit (the 'Permits') and any other cemetery fees and charges are levied and administered by separate bylaw.

#### **10.2 Canyon View Cemetery Care Fund**

The fees and charges pertaining to the Canyon View Cemetery Care Fund are levied and administered by separate bylaw.

#### **10.3 Payment of Fees and Charges**

Applicable fees and charges shall be paid at the District office prior to the issuance of the Permits or the purchase of any goods or services sold by the District in connection with the operation of the cemetery.

## **Part 11 – Repeal and Enactment**

### **11.1 Effect of Bylaw**

This Bylaw shall come into full force and effect and be binding on all persons as and from date of adoption.

### **11.2 Repeal**

"Cemetery Bylaw Number 2000-269" and all amendments are hereby repealed.

Read a first, second, and third time by the Municipal Council this 13<sup>th</sup> day of November, 2012.

Adopted by the Municipal Council of the District of Summerland this 26<sup>th</sup> day of November, 2012.

'Janice Perrino'

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Mayor

'Maureen Fugeta'

---

Corporate Officer

**Schedule 'A'**

**RIGHT OF INTERMENT PERMIT**

Canyon View Cemetery  
 10316 Canyon View Road  
 Summerland, BC

Peach Orchard Cemetery  
 6300 Ramsay Street  
 Summerland, BC

Anglican Cemetery  
 10005 Giants Head Road  
 Summerland, BC

**Insert name of authorized signatory** of **Insert address** having paid the sum shown in the receipt below for a Right of Interment, permission is hereby granted to **Insert name of deceased or person reserving plot** to use or occupy space within **Insert Cemetery Name** in **cremation/full interment** Section **Insert section letter** of Row **Insert row letter** in Plot **Insert plot number**.

*This Right of Interment is subject to the District of Summerland Cemetery Bylaw No. 2012-016 as amended or replaced from time to time, and any other applicable bylaw being in force in the District of Summerland. In granting the Right of Interment at Canyon View Cemetery, the District of Summerland undertakes to maintain a Cemetery Care Fund to provide for the maintenance of the plot. The District will set aside within the present calendar year the interest portion of the Canyon View Cemetery Care Fund to pay for this maintenance. The contribution to the Canyon View Cemetery Care Fund will be the fee in force at the time of payment pursuant to this Bylaw.*

**NOTE:** This Right of Interment is not transferable except as authorized in this Bylaw.

Dated: \_\_\_\_\_

Issued by: \_\_\_\_\_

DESCRIPTION OF FEES	AMOUNT
Right of Interment Fee	\$ *
Cemetery Care Fund (if applicable)	\$ *
HST	\$ *
<b>TOTAL DUE:</b>	_____ \$ *

*Please do not pay, this is not an invoice.*

**Terms and Conditions of Right of Interment** (Page 2 of Schedule 'A')

1. The refund for cancellation of Right of Interment will be a sum equivalent to 75% of the fee paid for such Right of Interment, at the time of issuance, less the Canyon View Cemetery Care Fund fee paid at the time of issuance, if applicable.
2. This Right of Interment is only for the use of the above noted plot. All fees and charges relate solely to the plot and do not include any other charges which will be assessed at the time of actual interment in accordance with the fees and charges then in effect under this Bylaw or any subsequent bylaw.
3. The Right of Interment is conditional upon the Applicant complying in all respects with the terms and conditions of this Bylaw and the *Cremation, Interment and Funeral Services Act*. A failure by the Applicant to comply will entitle the District to either, correct the failure at the Applicant's cost or, where interment in the plot has not yet occurred, revoke the Right of Interment upon refunding any fees and charges to the applicant, in accordance with the terms and conditions of this Bylaw.
4. Subject to the District's rights to reclaim the plot pursuant to the *Cremation, Interment and Funeral Services Act*, the plot may be surrendered to the District at any time. If a plot is surrendered the District will, in accordance with the provisions of this Bylaw, refund any fees and charges, in accordance with the terms and conditions of this Bylaw, to the legal owner of such plot.

The foregoing terms and conditions of the Right of Interment are hereby acknowledged and agreed to by the Applicant.

Dated at \_\_\_\_\_ (City) this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Applicant or Authorized Signatory





**Works and Utilities**

9215 Cedar Avenue Box 159, Summerland, BC V0H 1Z0  
 Phone: 250 494-0431 Fax: 250 494-3399  
 www.summerland.ca

**Schedule 'B'**  
**INTERMENT PERMIT**

In consideration of full payment of the Total Due as outlined below and upon presentation of the "Burial Permit and Acknowledgement of Registration of Death" or equivalent, or a "Warrant to Bury" issued by a Coroner, permission is hereby given to:

\_\_\_\_\_ (Authorized Signatory)

to have the **insert ashes or remains** of:

**Insert name of deceased**

Interred in:

**Insert cemetery, Insert address**, Summerland, BC in plot number **Insert number**, tier **Insert number** of row **Insert letter** in **Insert cremation or full interment** section **Insert letter** on the **Insert number** day of **Insert month**, 2012 at **Insert time a.m. / p.m.**

*The holder of the Right of Interment is hereby notified in accordance with the Cremation, Interment and Funeral Services Act that, prior to the installation of any memorial on the purchased interment site, the purchaser must make a contribution to the Canyon View Cemetery Care Fund.*

Dated: \_\_\_\_\_

Issued by: \_\_\_\_\_

Description of Fees	Amount
Opening and closing	\$ *
Supply and place ( <b>cremation box/grave liner</b> )	\$ *
Installation or reinstallation of memorial	\$ *
Cemetery Care Fund (if applicable)	\$ *
After Hours/Weekend fee	\$ *
	_____
Sub Total	\$ *
HST	\$ *
	_____
<b>Total Due:</b>	<b>\$ *</b>

*Please do not pay, this is not an invoice.*



**Works and Utilities**

9215 Cedar Avenue Box 159, Summerland, BC V0H 1Z0  
 Phone: 250 494-0431 Fax: 250 494-3399  
 www.summerland.ca

**Schedule "C"**

**INTERMENT AUTHORIZATION PERMIT**

Authorization is hereby given to open Plot **Insert number** Tier **Insert number** Row **Insert letter** Section **Insert letter** in **Insert cemetery** located at **Insert address**, Summerland, BC on the **Insert number** day of **Insert month**, 2012 at **Insert time a.m. / p.m.** to inter the **Insert ashes or remains** of **Insert name of deceased**.

Funeral Director \_\_\_\_\_ Dated \_\_\_\_\_

Name of Funeral Home \_\_\_\_\_

CERTIFIED that I have the right to make this authorization, per Section 5 of the Cremation, Interment and Funeral Services Act, and I Agree to hold you free from and indemnify you against any liability on account of your compliance with this authorization.

You are authorized to complete the interment of the deceased named above with no family present.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

This Contract includes the supply of the following goods and services:

<b>Description of Service</b>	<b>Fee</b>
Right of Interment	\$ *
Cemetery Care Fund	*
Opening and Closing of Plot	*
Supply and Place Grave Liner	*
Supply and Place Cremation Box	*
Double Depth Fee	*
Installation or reinstallation of Memorial	*
Weekend or After Hours fee	*
_____	
Subtotal	\$ *
HST	*
_____	
<b>Total Due</b>	<b>\$ *</b>

*Please do not pay, this is not an invoice.*

## SUMMARY OF CONDITIONS AND REGULATIONS

### 1. Cancellation

This is a contract to which the *Business Practices and Consumer Protection Act* applies. You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you cancel this contract, the District has 14 days to refund your money. To cancel, you must give notice of cancellation at the address noted on the Interment Authorization Permit. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile, or personal delivery. If you send notice of cancellation by mail, facsimile, or electronic mail, it doesn't matter if the District receives the notice within the required period as long as you sent it within the required period.

### 2. Refund

If a person cancels a Right of Interment and forfeits such right to use and occupy a plot, the District will refund the applicable fees and charges paid in accordance with the Cemetery Bylaw. If a person cancels a Right of Interment after the District has incurred expenses to open a grave, the costs of opening and closing the grave will be deducted from the fees and charges paid and the remainder will be refunded.

### 3. Payment

If the person agreeing to this contract is the legal representative who has the right to control the disposition of the human remains, full payment is due at the time of signing this contract. If the person signing this contract is a legally authorized Funeral Agency, payment is due within 30 days of the signing of this contract.

### 4. Arrangements for Interment

Arrangements for interment must be made at the office of the Works and Utilities Department by the immediate relatives of the deceased or a representative authorized in writing by them to make the arrangements for the deceased. Arrangements must be made at least 24 hours before the time of interment. In the case of a interment on Monday, arrangements must be made prior to 2 p.m. on the previous Friday.

### 5. Burial Permit and Acknowledgement of the Registration of Death

The human remains of a deceased person shall not be accepted for interment unless accompanied by the "Burial Permit and Acknowledgment of the Registration of Death" of the deceased, issued by a District Registrar of Births, Deaths, and Marriages, or other official, under the provisions of the *Vital Statistics Act*.

### 6. Interment

All interments shall take place during the regularly scheduled Cemetery hours of operation, unless the additional fee for after hours and weekend interments has been paid.

### 7. Transfer of Plot

No assignment or transfer of a plot, or other item included in this Agreement, or of a right of interment in any plot, shall be made without the prior written consent of the Cemetery Manager, which consent, subject to the Rules and Regulations of the Cemetery, will not be unreasonably withheld. Any such transaction shall not be recognized unless and until recorded on the Books of the Cemetery and the payment of the fee prescribed in its tariff for amending Records.

### 8. Services by District

All interments or exhumations, including all openings and closing of plots, shall only be made by the District.

## **9. Canyon View Cemetery Liner Requirement**

Each interment at the Canyon View Cemetery must be made in a reinforced concrete liner to ensure adequate care of the Cemetery.

## **10. Number of Interments**

The following outlines the maximum number and types of remains that may be interred in any one grave:

- a. one single full-sized interment; or
- b. at the Canyon View Cemetery only, two full sized interments (double depth) with the first full size interment at the lower depth than the second interment at the upper depth; or
- c. one full size interment with up to four cremations provided the full size interment takes place first; or
- d. up to four cremations in a single cremation plot; or
- e. up to four cremations in a full interment plot.

## **11. Memorials**

Memorials must be installed by the District of Summerland and must comply with the requirements of the Cemetery Bylaw.

## **12. Charge for Memorials**

No memorial privileges shall be allowed until the plot and all other charges are paid in full, including the installation charges for the memorial, and the additional contribution to the Cemetery Care Fund in Canyon View Cemetery only for the extra costs in maintaining the plot (maintenance of the memorial itself is not included).

## **13. Memorial Requirements**

Except as otherwise provided above, the plot holder is entirely free in selecting the supplier of a memorial, however, the size, material and form of the memorial shall conform to the Rules and Regulations of the Cemetery Bylaw.

## **14. Plot Improvements**

All improvements, alterations or embellishments of any plot at Canyon View Cemetery shall be under the direction of the Cemetery Manager and shall not be made without their written consent. The District reserves the right to remove, alter, or change such improvements, alterations, or embellishments at the expense of the plot holder. The District reserves the right to remove anything that, in the Cemetery Manager's sole opinion, is unsightly, dangerous, or impedes the progress of care and maintenance.

## **15. Offerings**

No planting of trees, shrubs, or plants of any kind will be allowed outside the confines of the concrete base. Placing of offerings shall be subject to the provisions of the Cemetery Bylaw.

## **16. Access to Cemetery**

Access to the Cemetery grounds shall be limited to the hours between 7:00 a.m. and 8:00 p.m.

## **17. Errors**

The District reserves the right to correct any errors the District may make in making interments or exhumations, or in the description, transfer, or conveyance of any interment right or plot. The errors may be corrected by cancelling the conveyance and substituting and conveying another interment right or plot of equal value and similar location, as mutually agreed upon by the Cemetery Manager and the Purchaser. If mutual agreement cannot be attained, the District may refund the amount paid to the Purchaser.

If an error involves the interment of the remains in a plot, the District reserves the right to remove and re-inter the remains in another plot of equal value and similar location.

#### **18. Reclamation of Right of Interment Previously Sold**

The District may sell a Right of Interment for a plot where the Right of Interment for the plot has been previously sold. This sale must be in accordance with the *Business Practices and Consumer Protection Act*, have the approval of the Cemetery Manager, and is subject to the following:

- a. the holder of the Right of Interment is at least 90 years of age or, if not living, would be at least 90 years of age,
- b. at least 50 years has elapsed from the date the prior Right of Interment was sold,
- c. at least 90 days have passed since the District sent notice of the District's intention to resell the Right of Interment to the last known address of the holder of the Right of Interment and the District has not received a response, and
- d. the District has diligently attempted to contact the holder of the Right of Interment but is unable to locate or contact them.

#### **19. Governing Legislation**

The *Business Practices and Consumer Protection Act* and the *Cremation, Interment and Funeral Services Act of B.C.* apply to this Agreement.

#### **20. Assignment**

This Agreement may, in whole or in part, be assigned to another person upon written notice by the purchaser or by the legal representative of the Deceased and upon payment in full of the current fees and charges.

#### **21. Collection, Use, and Privacy of Personal Information**

By signing this Agreement the Purchaser:

- a. acknowledges that the Cemetery Manager, in the course of providing the requested goods and services, shall, as required by law or as they deem necessary, collect, retain, and disclose such personal information as is necessary to fulfill the terms and conditions of this Agreement;
- b. acknowledges and gives their permission to the District to provide interment or memorial locations to Cemetery visitors;
- c. waives any responsibility or liability of the District to control, limit, restrict, or prevent access to or disclosure of personal information that may be recorded on any monument, marker, or memorial installed for display at the Cemetery.

The Purchaser's and the deceased person's personal information shall be confidential and will not be disclosed unless required to provide goods or services pursuant to this Agreement or required by law. If you have any questions about the use and collection of this information, contact the Corporate Officer at 250-494-6451.

#### **22. Cemetery Rules and Regulations**

By signing this Agreement the Purchaser:

- a. acknowledges receipt of a copy of this Interment Authorization Permit and the attached summary of the Conditions and Regulations;
- b. acknowledges and agrees that the provision, use, and maintenance of the goods and services covered in this Agreement together with the use of the facilities of the Cemetery are subject to the Rules and Regulations and Schedule of Rates for the Cemetery;

- c. acknowledges there are restrictions and limitations on the exercise of interment rights and that it is the Purchaser's responsibility to ensure compliance with these restrictions and limitations in the exercise of the interment rights;
- d. acknowledges that there are restrictions and limitations in the form, type, and installation of memorial products and that it is the Purchaser's responsibility to ensure that all memorial products are in compliance with the Rules and Regulations of the Cemetery.

IN WITNESS WHEREOF the parties have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Purchaser/  
Legal Representative of Deceased

\_\_\_\_\_  
Signature for the Cemetery Representative

\_\_\_\_\_  
Print Name of Purchaser/  
Legal Representative of Deceased

\_\_\_\_\_  
Print Name of Cemetery Representative

Copy No. 1 – Office  
Copy No. 2 – Next of Kin

**Schedule 'D'**

**SURRENDER OR TRANSFER OF RESERVED PLOT PERMIT**

Peach Orchard Cemetery  
 6300 Ramsay Street  
 Summerland, BC

Canyon View Cemetery  
 10316 Canyon View Road  
 Summerland, BC

Anglican Cemetery  
 10005 Giants Head Road  
 Summerland, BC

**Section Insert letter, Row Insert letter, Insert cremation or full interment plot Insert number at Canyon View Cemetery**

I, \_\_\_\_\_, of  
 (full legal name of Right of Interment Holder)

\_\_\_\_\_  
 (address of Right of Interment Holder)

hereby surrender to the District of Summerland the above reserved plot, or

hereby transfer to \_\_\_\_\_ (Transferee) the above reserved plot.

I certify that:

- a. The Right of Interment has not been transferred, sold, or otherwise assigned to any other person and that I am the sole person entitled to request this application for Surrender;
- b. No human or cremated remains have been interred nor is any interment pending in the plot to which the Right of Interment applies as of the date of this application for Surrender;
- c. The amount to which I am entitled to be reimbursed on the surrender of the Right of Interment is the plot fee paid pursuant to this Agreement less 25% for interment plots and cremations plots. The Cemetery Care Fund contribution, if applicable, is not-refundable.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
 Signature of Applicant for Surrender or Transfer

The District of Summerland hereby acknowledges receipt of the original Right of Interment together with this Application for Surrender and agrees to pay the holder of such Right of Interment the surrender fee described in paragraph c. above within 14 days of the date of Surrender or Transfer.

Dated at Summerland, BC this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
 District of Summerland

**Schedule 'E'**  
**EXHUMATION PERMIT**

*No interred person shall be exhumed except in compliance with the requirements of the Cremation, Interment and Funeral Services Act. No exhumation will proceed until an Exhumation Permit is submitted to and approved by the Cemetery Manager and all applicable fees and charges have been paid.*

*The District's responsibility during the process of uncovering of a casket, urn, or other container will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending Funeral Agency. The District is not responsible for damage sustained to any casket, urn, or other container during exhumation.*

\_\_\_\_\_  
(Authorized Signatory)

to have the **insert ashes or remains** of:

**Insert name of deceased**

Exhumed from:

**Insert cemetery**, **Insert address**, Summerland, BC in plot number **Insert number**, tier **Insert number** of row **Insert letter** in **Insert cremation or full interment** section **Insert letter** on the **Insert number** day of **Insert month**, 2012.

Dated: \_\_\_\_\_

Issued by: \_\_\_\_\_

Description of Fees	Amount
Exhumation Fee	\$ *
HST	\$ *
<b>Total Due:</b>	<b>\$ *</b>

*Please do not pay, this is not an invoice.*