

CORPORATION OF THE CITY OF ENDERBY

BYLAW No. 1515

A bylaw to regulate the operation and maintenance of Cliffside Cemetery

WHEREAS Section 8 of the Community Charter authorizes the City to regulate, prohibit and impose requirements in relation to cemeteries, crematoriums and mausoleums and the interment or other disposition of the dead;

AND WHEREAS the Corporation of the City of Enderby has resolved to provide this service outside the City to Electoral Area “F” of the North Okanagan Regional District;

AND WHEREAS the Board of the North Okanagan Regional District, on December 19, 2009 has provided consent in accordance with Section 13 of the Community Charter subject to certain terms and conditions;

NOW THEREFORE, the Council of the Corporation of the City of Enderby, in open meeting assembled hereby, ENACTS AS FOLLOWS:

CITATION

1. This Bylaw may be cited as the **“Enderby & District Cemetery Regulation Bylaw No. 1515”**.

DEFINITIONS

2. In this bylaw unless the context otherwise requires;

“Care Fund” means a fund established and maintained by the City for the care and maintenance of the Cemetery;

“Caretaker” means the person or persons duly appointed or employed by the City from time to time as Caretaker of the cemetery, and shall mean, in the absence of a specifically appointed Caretaker, the City of Enderby Chief Administrative Officer or designate;

“Cemetery” means land that is set apart or used as a place of burial of human remains or cremated remains and includes any incidental or ancillary buildings on the land;

“Cemetery Administrator” means the person duly appointed as such from time to time by the City Council, and for the purposes of administering the *Cliffside Cemetery* shall mean the Chief Administrative Officer of the City of Enderby, or designate;

“City” means the City of Enderby;

“Council” means the Council of the City of Enderby;

“Controlled Substance” means a “controlled substance” as defined and described in Schedules I, II and III of the *Controlled Drugs and Substances Act*, as may be amended from time to time, but does not include the trade or manufacture of a controlled substance that is permitted under the Act;

“Cremated remains” means human bone fragments left after human remains are cremated;

“Director” means a director under the *Business Practices and Consumer Protection Act*;

“Disinterment” means the removal, for the purpose of permanent relocation, of

- (a) human remains, and
- (b) the container, or any of the remaining container, holding the human remains, from the lot in which the human remains are interred;

“Exhumation” means the exposure and removal of interred human remains for the purposes of viewing or examination;

“Holiday” has the same meaning as in the *Interpretation Act* of the Province of BC;

“Human remains” means

- (a) a dead human body in any stage of decomposition, or

- (b) a body of a stillborn infant in any stage of decomposition, but does not include cremated remains;

“**Infant**” shall mean any person up to the age of one (1) year.

“**Interment**” means disposition by

- (a) burial of human remains or cremated remains,
- (b) entombment of human remains, or
- (c) inurnment of cremated remains;

“**Interment Right Holder**” means a person who owns a right of interment;

“**Lot**” means a space that is

- (a) in a place of interment, and
- (b) used or intended to be used for the interment of human remains or cremated remains under a right of interment

“**Medical Health Officer**” shall mean the person duly appointed to act as Medical Health Officer within the City of Enderby and Area F of the North Okanagan Regional District.

“**Memorial**” means a tombstone, monument, plaque or other marker on a grave or plot used to identify a lot or memorialize a deceased person or stillborn child;

“**Regional District**” means the North Okanagan Regional District, having an office situated at 9848 Aberdeen Road, Coldstream, British Columbia.

“**Resident**” shall mean a person who at the time of death was a legal and registered owner of property within the corporate limits of the City of Enderby or Electoral Area “F” of the North Okanagan Regional District, or alternately has resided within the corporate limits of the City of Enderby or Electoral Area “F” for not less than ninety (90) days prior to the date of death.

Those residents who may be required to be transferred from within the corporate limits of the City of Enderby or Electoral Area “F” of the North Okanagan Regional District, to enter an extended, intermediate, nursing or other such care facility for medical reasons, shall be considered a “Resident” under the terms of this definition.

“**Non-Resident**” means a person who at the time of death did not qualify as a Resident as defined in this bylaw.

“**Right of Interment**” means a right, in perpetuity, for the interment of human remains or cremated remains, in a lot;

“**Stillborn infant**” means a product of conception that underwent a stillbirth, as defined in the *Vital Statistics Act*.

CEMETERY DESIGNATION

3. (1) The following City owned land, commonly known as *Cliffside Cemetery*, is hereby set aside as a cemetery for the City of Enderby and Electoral Area “F” of the North Okanagan Regional District:
 - (a) *Block 6, District Lot 237, Kamloops Division of Yale District, Plan 423* (169 Enderby-Grindrod Road, Enderby, BC).
- (2) The cemetery shall be set apart and used as a place of burial of human remains or cremated remains and for purposes incidental and ancillary thereto, and for no other purposes whatsoever.
- (3) A copy of the plan of the cemetery shall be filed with the Director, *Business Practices and Consumer Protection Authority* and copies shall also be kept available for public inspection at Enderby City Hall and at such other places as may be required or deemed necessary.
- (4) The City reserves the right to reconfigure or change the boundaries or grading of the cemetery or change the locations of, or remove or re-grade any roads, driveways, walkways or landscaping or other cemetery improvements, subject to any approval required under section 19 of the *Cremation, Interment and Funeral Services Act (Regulation 298/2004)*.

- (5) The Council of the City of Enderby is hereby continued as the Council of Cemetery Trustees to operate the cemetery under this bylaw, with all such power and authority as is necessary to permit such operation.
- (6) Authority is delegated to the Cemetery Administrator to administer this bylaw in accordance with the duties and powers contained in this bylaw.

POWERS AND DUTIES OF THE CEMETERY ADMINISTRATOR

4. (1) The Cemetery Administrator shall be responsible for the overall management and operation of the cemetery, including but not limited to:
 - (a) directing and supervising all City employees and workers in carrying out their duties under this bylaw, including, but not limited to, maintaining records, issuing permits, administering applications, maintaining and repairing cemetery lands and improvements, and the provision of cemetery services;
 - (b) ensuring the preparation and maintenance of all records required under this bylaw, the *Cremation, Interment and Funeral Services Act* and regulations and the *Business Practices and Consumer Protection Act* and regulations, for the proper and efficient administration and management of the cemetery; and.

INTERMENT RIGHT AGREEMENT

Application for Right of Interment

5. (1) Every person who wishes to acquire one or more Rights of Interment for lots in the cemetery shall make application to the City in accordance with subsection (2), enter into a *Right of Interment Contract* with the City and pay the applicable charges prescribed for that purpose in Schedule "C" of this Bylaw.
- (2) Applications for one or more Rights of Interment shall be made to the Cemetery Administrator at City Hall during office hours, Monday to Friday, except Holidays, and shall include a statement of:
 - (a) the applicant's name and address;
 - (b) the name and address of the person or persons for which a Right of Interment is being acquired;
 - (c) if applicable, the date of death and time and date of the funeral for that person(s); and
 - (d) any other information that the Cemetery Administrator reasonably requests.
- (3) The Cemetery Administrator is authorized to enter into a *Right of Interment Contract* on behalf of the City, substantially in the form of contract attached as Schedule "A" of this bylaw, in respect of any unlicensed lot in the cemetery, according to the scale of fees and charges specified in Schedule "C" of this bylaw and subject to the provisions of this bylaw.
- (4) The Cemetery Administrator shall provide a copy of the *Right of Interment Contract* to the applicant within 15 days of the applicant entering into such contract.
- (5) No person may acquire a Right of Interment to more than two (2) lots.
- (6) A Right of Interment provides the Interment Right Holder with a right in perpetuity to interment in the lot specified, but shall not vest in the Interment Right Holder any right, title or interest in the lot or the cemetery or any part thereof.

Cancellation of Right of Interment

6. (1) An Interment Right Holder may cancel a Right of Interment within 30 days of its purchase and obtain a full refund of fees paid where:
 - (a) there were no interments in the lot;
 - (b) the Interment Right Holder or executor submits a written application to the Cemetery Administrator requesting cancellation of the Right of Interment;

- (c) the original Right of Interment or license is surrendered; and
 - (d) the costs for removal of any memorial(s) are paid.
- (2) An Interment Right Holder may cancel a Right of Interment more than 30 days after its purchase and obtain a refund equal to the Total Fees less the Care Fund contribution where:
- (a) there were no interments in the lot;
 - (b) the Interment Right Holder or executor submits a written application to the Cemetery Administrator requesting cancellation of the Right of Interment and pays the Cancellation Fee prescribed in Schedule "C" of this bylaw;
 - (c) the original Right of Interment or license is surrendered; and
 - (d) the costs for removal of any memorial(s) are paid.

Transfer of Right of Interment

7. (1) A Right of Interment may be transferred by an Interment Right Holder to another person at the discretion of the Cemetery Administrator. An application for transfer shall be made to the Cemetery Administrator along with:
- (a) payment of the transfer fee prescribed in Schedule "C";
 - (b) payment of all outstanding Cemetery charges and fees owed by the Interment Right Holder;
 - (c) payment of the difference between fees originally paid for the Right of Interment and those payable at the time of transfer;
 - (d) provision of a statement setting forth full particulars as to the name and address of the person to whom the transfer is to be made, the consideration to be paid, if any, and such other information as the Cemetery Administrator may reasonably request; and
 - (e) the original Right of Interment or license is surrendered.
- (2) If a transfer of a Right of Interment is approved, the Cemetery Administrator shall:
- (a) record the details of the transfer in the City's records kept for that purpose; and
 - (b) either endorse the details of the transfer on the original *Right of Interment Contract* and provide a copy to the applicant or enter into a new *Right of Interment Contract* with the applicant.
- (3) No purported transfer or assignment of a Right of Interment shall be valid without first obtaining the approval of the Cemetery Administrator in accordance with the requirements of this bylaw.

INTERMENT, DISINTERMENT AND EXHUMATION

Interment

8. (1) All interments, disinterments, exhumations and funeral arrangements shall be made and carried out in strict compliance with the requirements of this bylaw, the *Cremation, Interment and Funeral Services Act*, the *Business Practices and Consumer Protection Act* and regulations, all other applicable bylaws, statutes and regulations and the directions of the Cemetery Administrator.
- (2) Every person wishing to obtain interment and other cemetery services for a deceased person shall obtain an Interment Authorization substantially in the form contained in Schedule "B" of this bylaw and, for that purpose, shall:
- (a) make application at the office of the Cemetery Administrator during office hours, Monday through Friday, except Holidays, setting forth a statement of the name, age and date of death of the deceased, proposed date and time of Interment, and such other information as may reasonably be required; and

- (b) pay the applicable interment charge prescribed in Schedule "C" of this bylaw.
- (3) Application for interment must be made at least seventy-two (72) hours prior to the scheduled date of interment.
- (4) The Cemetery Administrator shall not carry out, or permit the carrying out of an interment until such time as the Cemetery Administrator is in possession of the burial permit or cremation certificate received by the City as required under section 22 of the *Vital Statistics Act*.
- (5) Unless the written permission of the Cemetery Administrator is first obtained and any overtime charges specified in Schedule "C" of the bylaw are paid, no interment shall be carried out:
 - (a) except between the hours of 9:00 a.m. and 3:00 p.m.; or
 - (b) on a Saturday or Sunday, a Holiday or any other day designated by the City as a Holiday;
- (6) No grave may be dug, opened or closed by any person other than a person authorized to do so by the Cemetery Administrator.
- (7) Every interment in the cemetery shall comply with the following requirements:
 - (a) the maximum interments of human remains and cremated remains that may be permitted in each grave space is as follows:
 - one (1) interment of human remains and no more than four (4) interments of cremated remains in those areas of the cemetery that do not permit the interment of two (2) human remains.
 - two (2) human remains and no more than four (4) interments of cremated remains in lots approved and sold as double depth graves.
 - six (6) cremated remains in each grave space where there is no interment of human remains except in those areas of the cemetery reserved exclusively for the interment of cremated remains.
 - two (2) interments of cremated remains in a lot within those areas reserved exclusively for the interment of cremated remains.
 - (b) where two human remains are permitted to be interred in one lot, the first interment shall be at a lower depth than the second and each interment shall conform to the requirements of subsection (c);
 - (c) no interment after the first interment in any one lot shall be made so as to disturb or disinter the remains of a deceased person from the first interment.
 - (d) every interment of cremated remains shall be made in a cremation vault with a lid or in a container encased in concrete not less than 1.5 inches thick and shall be buried not less than two (2) feet deep, except where the concrete encased container of cremated remains is used as a foundation base or a tablet memorial installed on the lot according to the requirements of this bylaw;
 - (e) a concrete or fibreglass reinforced polymer concrete (FRPC) grave liner shall be used for each interment, except where a concrete, fibreglass or steel vault is used, or cremated remains are interred according to the requirements of subsection (f);
 - (f) every grave liner or cremation vault used in the cemetery shall be supplied by, and obtained from the City, and subject to payment of the applicable charge prescribed in Schedule "C" of this bylaw.

Exhumation, Disinterment and Removal of Human Remains

- 9. (1) No person may exhume, disinter or otherwise remove human remains from the place they are interred in the cemetery without first:
 - (a) obtaining all orders, approvals or consents required under the *Cremation, Interment and Funeral Services Act* and all other applicable statutes and regulations governing such exhumation, disinterment or removal;
 - (b) presenting such orders, approval or consents to the Cemetery Administrator for examination; and

- (c) paying the applicable charges prescribed in Schedule “C” of this bylaw.
- (2) Application for disinterment or exhumation shall be made and received by the Cemetery Administrator at least four (4) weeks prior to the disinterment or exhumation.
- (3) Every such exhumation, disinterment or removal of human remains shall be strictly subject to and in accordance with the restrictions and requirements of the *Cremation, Interment and Funeral Services Act* and regulations and all other applicable legislation.

CEMETERY CARETAKER

10. (1) A cemetery Caretaker may be appointed by the Cemetery Administrator, and the duties of a Caretaker so appointed shall be among other things to:
- (a) Dig and prepare, or cause to be dug and prepared, all lots required to be dug whenever requested to do so by the Cemetery Administrator or designate;
 - (b) Identify the correct lot and space (gravesite) as and when required;
 - (c) Install or remove memorial tablets, foundations and bases as and when required;
 - (d) Carry out, or cause to be carried out, the general work of the cemetery to maintain it in a neat and tidy condition, including the maintenance of paths, gates, fences and other cemetery improvements;
 - (e) Maintain records and submit reports as required by the Cemetery Administrator;
 - (f) Complete such other work in relation to the cemetery as may be from time to time directed by the Cemetery Administrator.

MEMORIALS

11. (1) No person may install a memorial in the cemetery without first making application to the Cemetery Administrator and paying the fee prescribed in Schedule “C” of this bylaw, such fee to be deposited to the Care Fund.
- (2) No memorial other than a tablet-type memorial meeting the requirements of subsection (3) may be installed on any lot in the cemetery.
- (3) A permitted tablet-type memorial must be made of stone or bronze and conform to the following requirements:
- (a) the top surface of memorial tablets and concrete bases shall not exceed the following measurements:
 - (i) on individual or double –depth burial lots - 14 inches x 24 inches
 - (ii) companion-type memorials identifying two adjacent burial lots - 16 inches x 36 inches; or 13 inches x 44 inches
 - (iii) companion-type memorials identifying three adjacent burial plots - 16 inches x 96 inches; or 13 inches x 108 inches
 - (iv) on a burial lot containing an adult burial and cremated remains;
 - 14 inches x 24 inches
 - plus up to four (4) single cremation size; - 9 inches x 12 inches
 - or up to two (2) double cremation size - 12 inches x 20 inches
 - (v) on a burial lot containing up to six (6) cremated remains:
 - up to six (6) single cremation size; - 9 inches x 12 inches
 - or up to three (3) double size cremation size - 12 inches x 20 inches

- (vi) on a cremation only lot:
 - one cremation size; - 9 inches x 12 inches
 - or one companion size - 12 inches x 15 inches
 - (vii) companion-type memorials identifying two (2) adjacent cremation lots - 9 inches x 12 inches; or 12 inches x 20 inches
 - (b) except as permitted otherwise in paragraph (c), each bronze memorial tablet shall be attached to a concrete base not less than three (3) inches thick with side surfaces true and perpendicular with the top surface of the attached tablet;
 - (c) a bronze memorial tablet may be smaller than its concrete base, provided the concrete base conforms to the size for the lot as required by paragraph (a), and provided the part of the base extending beyond the tablet does not exceed two (2) inches wide and has a smooth, slightly bevelled surface to shed water at its outer edges, and shall have its top surface set level and flush with the surface of the surrounding ground;
 - (d) each stone memorial tablet shall be not less than three (3) inches thick, shall have its side surfaces true and perpendicular with its top surface, and shall be set on a concrete base at least three (3) inches in thickness, and the base shall extend outwards not less than two (2) inches or more than four (4) inches from each side of the memorial;
 - (e) inscriptions must be level with the top surface of memorial tablets except in the case of bronze tablets;
 - (f) raised letters containing lead are not permitted on memorial tablets set with the top surface level with the surrounding ground.
- (4) Each memorial tablet, other than a cremation tablet, shall be installed in a position on the lot according to that established by the City for memorials in the cemetery and shall have its base set level and flush with the surface of the surrounding ground;
 - (5) Except as permitted otherwise in subsection 6, cremation memorials shall have top surfaces set level and flush with the surface of the surrounding ground;
 - (6) On graves containing cremated remains, a memorial base which conforms to the requirements of subsection (3)(a), and which supports either a stone or bronze tablet, may enclose one or two containers of cremated remains and shall have its top surface set level and flush with the surface of the surrounding ground;
 - (7) No memorial tablet may be installed on any lot until the grave is occupied, except where it is a shared memorial with an adjacent occupied lot, and provided the single tablet so used is set so as to evenly span both lots.
 - (8) The cemetery Caretaker may arrange for the temporary removal of a memorial without the owner's permission if, during excavation of an adjoining grave, the memorial is found to be a hazard to the safety of workers in the excavation, and provided that:
 - (a) the memorial is replaced in its original position on the grave from which it was removed as soon as possible after the excavation is filled;
 - (b) the owner of the memorial is not charged with the cost of the work; and
 - (c) the City repairs, at its expense, any damage made to the memorial.
 - (9) The City shall not be liable for any breakage or damage to any memorial except such as shall arise out of the carelessness or negligence of the cemetery workers.

CONDUCT IN THE CEMETERY

Restrictions

- 12. (1) Boxes, shells, toys, wire screens, arbours, trellises, tripods, or any other objects are prohibited on any grave or lot with the following exceptions:
 - (a) tripods may be used to hold wreaths and sprays of flowers during Interment;

- (b) cut and artificial flowers, wreaths, and floral offerings may be placed on graves, but may be removed by the Cemetery Administrator when their condition is considered to be detrimental to the appearance or proper maintenance of the cemetery;
 - (c) metal or plastic vases which may be set by the cemetery Caretaker flush with the ground.
- (2) No mausoleum or above-ground vault may be constructed or erected on any lot in the cemetery.
 - (3) No lot may be defined by fence, railing, coping, curbing, hedge or by any other marker except a memorial as permitted under this bylaw.
 - (4) No lot may be decorated with trees, shrubs or plants, but may be decorated by placing cut flowers.
 - (5) No person shall:
 - (a) destroy, mutilate, deface, injure or remove from the cemetery any memorial, fence, gate or other improvements or structure; or
 - (b) deposit any rubbish or offensive matter or thing in the cemetery.
 - (6) No person shall carry on any business or calling in the cemetery and, without limiting the foregoing, no person shall solicit orders for markers, tablets, memorials, funeral services or similar works or services within the cemetery.
 - (7) The Cemetery Administrator may cause the removal from a lot of any tree or shrub which the Cemetery Administrator considers is injuriously affecting any lot or road adjacent to a lot.
 - (8) No person shall:
 - (a) break, remove or displace rocks in any rock work;
 - (b) use or drive a vehicle on any road, path or walk in the cemetery for any purpose other than attending or conducting a funeral or visiting a lot;
 - (c) operate or drive a vehicle of any kind in the cemetery at a speed in excess of fifteen (15) kilometres per hour or upon or over any lot; or
 - (d) possess or consume alcoholic beverages or controlled substances anywhere within the cemetery.
 - (9) All vehicles or funeral processions and their drivers on and after entering the cemetery grounds shall be, at all times, subject to the reasonable directions and orders of the Cemetery Administrator.
 - (10) Any person who disturbs the peace, quiet and good order of the cemetery or otherwise causes a nuisance or behaves without proper decorum within the cemetery, shall immediately leave the cemetery when so directed by the Cemetery Administrator.
 - (11) The carrying or discharge of firearms within the cemetery is absolutely prohibited except by special permission of the City for a military funeral.

CARE FUND

Deposit, Investment and Use of Funds

- 13. (1) A Care Fund is hereby established to be known as the "Cliffside Cemetery Perpetual Care Fund" (hereinafter called "the fund") and the fund shall be administered in accordance with the requirements of the *Cremation, Interment and Funeral Services Act* to provide for the care and maintenance of the Cemetery.
- (2) The Chief Financial Officer for the City shall deposit into the fund all amounts received for that purpose on account of fees imposed for Rights of Interment and memorial installations as prescribed in Schedule "C" of this bylaw.

- (3) Any money held by the City to the credit of the fund, together with interest earned on it, shall be credited to the fund operated and maintained under this bylaw.
- (4) Money deposited in the fund, together with earned interest and dividend income, shall be held in a separate account with a savings institution and the City may use the interest and dividend income earned by the fund only for the purpose of financing the care and maintenance services provided in respect of the cemetery.
- (5) Funds held in the fund must be invested only in accordance with the requirements of the *Cremation, Interment and Funeral Services Act* and the *Community Charter*.
- (6) Every *Interment Right Contract* shall specify the amount payable in respect of the Care Fund.

GENERAL

Fees and Charges

14. (1) Every person who:
- (a) obtains a Right of Interment for a lot in the cemetery;
 - (b) installs or causes the installation of a memorial on a lot; or
 - (c) obtains any other cemetery good or service specified in Schedule "C";
- shall pay the applicable fees and charges prescribed in Schedule "C" for such right, good or service.
- (2) All fees and charges shall be paid at the time of obtaining the right, good or service.

Hours of Closure

15. (1) The cemetery shall be open to the public only between the hours of 8:30 A.M. and 4:30 P.M. unless otherwise amended by the City. The hours of public attendance shall be posted on a sign at the cemetery entrance.
- (2) No person shall enter or remain in the cemetery during the hours it is closed for public attendance without the permission of the Cemetery Administrator.
- (3) Any person entering or present in the cemetery at any time between one hour after sunset on one day and one hour before sunrise the following day, without special permission of the Cemetery Administrator or other person authorized by the City to grant such permission shall be guilty of an offence under this bylaw and liable to its penalties.

OFFENCE AND PENALTY

16. (1) Without limiting Section 14.2, any person who wilfully:
- (a) destroys, mutilates, defaces, injures or removes any memorial or other structure placed in the cemetery or any landscaping, fence, railing or other work installed for the protection or ornament of the cemetery;
 - (b) destroys, cuts, breaks or injures any shrub or plant;
 - (c) plays any game or sport or carries or discharges firearms, except at a military funeral;
 - (d) possesses or consumes alcoholic beverages or controlled substances within the cemetery;
 - (e) disturbs persons assembled for the purpose of an interment or funeral service;
 - (f) commits a nuisance or, at any time, behaves in an indecent and unseemly manner within the cemetery;
 - (g) deposits any rubbish or offensive matter or thing in the cemetery; or

- (h) in any way violates any lot, memorial or other structure, improvement or landscaping in the cemetery;

shall be guilty of an offence under this bylaw and liable to its penalties.

- (2) Every person who contravenes or violates any provision of this bylaw, or who suffers or permits any act or thing to be done in contravention or in violation of any provision of this bylaw, or who neglects to do or refrains from doing anything required to be done by any provision of this bylaw, commits an offence and, upon conviction, shall be liable to a fine or penalty, upon conviction of up to \$10,000 and other penalties imposed under the *Offence Act*, and where the offence is a continuing one, each day that the offence is continued shall constitute a separate offence.

REPEAL

17. Enderby and District Cemetery Regulation Bylaw 1449, 2009 and all amendments thereto are hereby repealed.

READ a FIRST time this 17th day of December, 2012.

READ a SECOND time this 17th day of December, 2012.

READ a THIRD time this 17th day of December, 2012.

RECONSIDERED and ADOPTED this 14th day of January, 2013.

Mayor

Chief Administrative Officer

Enderby & District Cemetery Regulation Bylaw No. 1515, 2012

Schedule "A" attached to and forming part of
Enderby & District Cemetery Regulation
Bylaw No. 1515, 2012

Corporation of the City of Enderby
619 Cliff Avenue – Box 400
Enderby, BC V0E 1V0
Phone: (250) 838-7230 Fax: (250) 838-6007

SCHEDULE "A"

RIGHT OF INTERMENT CONTRACT

THIS AGREEMENT made this ____ day of _____, 20__ between the CORPORATION OF THE CITY OF ENDERBY (the City), the Licensed Operator of CLIFFSIDE CEMETERY located at 169 Enderby-Grindrod Rd,

Enderby, BC, and _____ (the Purchaser),
NAME of Purchaser

on his or her own behalf or as agent for the Interment Right Holder listed below, for the purchase of a Right of Interment for **Interment Right Holder**:

SURNAME of Interment Right Holder _____ Given Names & Initials _____
Address: _____ Telephone No.: () _____
Mailing address (including Postal Code) _____

Lot Number and Location: Section: ____ Row: ____ Lot(s): _____

Fees and Charges:	Lot fee: __ Adult __ Infant __ Cremation only	
	__ Resident __ Non Resident	\$ _____
	Care Fund Contribution	_____
	Grave Liner or Cremation Vault (mandatory)	_____
	Opening & Closing	_____
	Memorial Marker Care Fund Contribution	_____
	Transfer or Cancellation of Right of Interment	_____
	GST	_____
	Total fees and charges	\$ _____*

*All fees shall be payable in full upon the signing of this Agreement.
Please make cheque payable to "City of Enderby – Cliffside Cemetery".

Interpretation: All words and phrases contained in this Agreement shall have the same meanings as in the "Enderby and District Cemetery Regulation Bylaw No 1515", a copy of which is available at Enderby City Hall; the "Cremation, Interment and Funeral Services Act" and the "Business Practices and Consumer Protection Act" of the Province of British Columbia, and the regulations thereto.

Right of Interment: In consideration of the payment of the fees prescribed above, the Corporation of the City of Enderby hereby grants to the Interment Right Holder named above, a Right of Interment, in perpetuity, for the Lot and in the location specified above in Cliffside Cemetery. The Interment Right Holder does not acquire any right or interest in the roads, paths and other areas allowing access to and from any lot in the cemetery, other than a means of access; or the gardens, structures, buildings or other property of the cemetery.

Cancellation and Refund of Right of Interment: If circumstances dictate that prior to any interment the Lot is no longer required, the Right of Interment may be returned to the City, and on completion of a written request by the Interment Right Holder, or legal representative to surrender the Right of Interment, the Lot fee (not including the Care Fund Contribution) will be refunded, subject to the terms of the "Enderby and District Cemetery Regulation Bylaw No. 1515".

Reclamation of Right of Interment (CIFS-R (25)): With the prior approval of the Director of the Business Practices and Consumer Protection Authority, the City may resell a Right of Interment (the Right) for a Lot that has been sold previously, only if:

- (a) the owner of the Right is at least 90 years of age or, if living, would be at least 90 years of age;
- (b) a period of at least 50 years has elapsed from the date the prior Right was sold;
- (c) at least 90 days have passed since the date the City sent a notice of its intention to resell the Right to the last known address of the Right holder, and the City has not received a response from the Right holder,
- (d) the City has made diligent attempts to contact the Right holder but is not able to locate or contact him/her.

Terms and Conditions: This Right of Interment is subject to all the terms and conditions of this Agreement, the rules, regulations and requirements of the "Enderby and District Cemetery Regulation Bylaw No. 1515", and any amendments thereto, and the provisions of the "Cremation, Interment and Funeral Services Act" and the "Business Practices and Consumer Protection Act" of the Province of British Columbia, and the regulations thereto.

Dated at Enderby, BC this ____ day of _____, 20__

Signature of Purchaser/Agent/Legal Representative

Name of Purchaser

Signature of City Representative

Name of City Representative

Schedule "B" attached to and forming part of
Enderby & District Cemetery Regulation
Bylaw No. 1515, 2012

Corporation of the City of Enderby
619 Cliff Avenue – Box 400
Enderby, BC V0E 1V0
Phone: (250) 838-7230 Fax: (250) 838-6007

CLIFFSIDE CEMETERY

SCHEDULE "B"

INTERMENT AUTHORIZATION

Date: _____

DECEASED INFORMATION

Name: _____ Age: _____

Address: _____ Sex: _____

Date of Birth: _____ Place of Birth: _____

Date of Death: _____ Place of Death: _____

NEXT OF KIN

Name: _____ Relationship to Deceased: _____

Address: _____ City/Prov: _____

Postal Code: _____ Phone: _____ Email: _____

INTERMENT TYPE **Burial** **Cremation***

* Original Certificate of Cremation to accompany this form

CEMETERY - CLIFFSIDE

Lot Location: _____ Section: _____

Interment Date: _____ Time: _____

Funeral/Memorial Service Date: _____ Time: _____

Funeral Home: _____ Telephone: _____

AUTHORIZATION

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and that the use, memorialization and visitation of a lot in the City of Enderby Cemetery is subject in every way to the "Enderby & District Cemetery Regulation Bylaw No. 1515, 2012", as they may be in effect at the time of interment or as may be amended time-to-time thereafter.

Under "Order of Priority" provisions of the *Cremation, Interment and Funeral Services Act of BC* (see reverse) I certify that I am the legally authorized representative of the above named deceased. Further I certify that I have the full legal right to authorize use of the above identified lot, do hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for costs associated with this authorization. I agree to indemnify and hold harmless the Regional District of North Okanagan and the City of Enderby, their officers and employees, from liability, costs, expenses or claims resulting from this authorization.

Signature of Authorized Person

Printed Name

Relationship to Deceased

Address: _____

City/Prov: _____

Postal Code: _____ Phone: _____

Email: _____

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);

CONTROL OF DISPOSITION – Section 5

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
 - (a) the personal representative named in the will of the deceased;
 - (b) the spouse of the deceased;
 - (c) an adult child of the deceased;
 - (d) an adult grandchild of the deceased;
 - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
 - (f) a parent of the deceased;
 - (g) an adult sibling of the deceased;
 - (h) an adult nephew or niece of the deceased;
 - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
 - (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
 - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
 - (a) is determined in accordance with an agreement between or among them, or
 - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

WRITTEN AUTHORIZATION – Section 8

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless**
- (a) the operator is authorized to do so under the Vital Statistics Act, and
 - (b) the operator
 - (i) is ordered to do so by a medical health officer under the Health Act, or
 - (ii) has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

PROTECTION FROM LIABILITY – Section 9

If

- (a) there is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
 - (b) the person who signed an authorization provided under section did not have the authority to give the directions set out in the authorization,
- the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

DEFINITION OF SPOUSE

"spouse" means a person who

- (a) is married to another person,
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or
- (c) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death;

Regional District of North Okanagan, Cemetery Services

Information Policy

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the City operated cemetery, and is subject to Privacy Legislation and Cemetery policy.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the City Cemetery.

Schedule "C" attached to and forming part of
 Enderby & District Cemetery Regulation
 Bylaw No. 1515, 2012

CLIFFSIDE CEMETERY
SCHEDULE "C"
Fee Schedule

Corporation of the City of Enderby
 619 Cliff Avenue - Box 400
 Enderby BC, V0E 1V0
 Phone: (250) 838-7230 Fax: (250) 838-6007

	Effective Jan 1 2013	Effective Jan 1 2014	Effective Jan 1 2015	Effective Jan 1 2016	Effective Jan 1 2017	Effective Jan 1 2013	Effective Jan 1 2014	Effective Jan 1 2015	Effective Jan 1 2016	Effective Jan 1 2017	Effective Jan 1 2013	Effective Jan 1 2014	Effective Jan 1 2015	Effective Jan 1 2016	Effective Jan 1 2017
CEMETERY LOTS	Lot Fees					Care Fund Portion					Total Fees				
Adult															
(Resident)	264.85	278.10	292.00	306.60	321.95	88.30	92.70	97.35	102.20	107.30	353.15	370.80	389.36	408.80	429.25
(Non Resident)	393.55	401.40	409.40	417.60	425.95	153.00	156.05	159.20	162.40	165.65	546.55	557.45	568.60	580.00	591.60
Child/Infant (up to 12 years)															
(Resident)	180.55	189.60	199.10	209.05	219.50	60.20	63.20	66.35	69.65	73.15	240.75	252.80	265.45	278.70	292.65
(Non Resident)	285.60	291.30	297.15	303.10	309.15	86.20	87.90	89.65	91.45	93.30	371.80	379.20	386.80	394.55	402.45
Cremated Remains															
(Resident)	128.40	134.80	141.55	148.65	156.10	42.80	44.95	47.20	49.55	52.00	171.20	179.75	188.75	198.20	208.10
(Non Resident)	214.20	218.50	222.85	227.30	231.85	71.40	72.85	74.30	75.80	77.30	285.60	291.35	297.15	303.10	309.15

	Effective Jan 1 2013	Effective Jan 1 2014	Effective Jan 1 2015	Effective Jan 1 2016	Effective Jan 1 2017
CEMETERY SERVICES					
Interment Services (Opening & Closing)					
Adult	433.50	442.20	451.05	460.05	469.25
Child/Infant	255.00	260.10	265.30	270.60	276.00
Cremated Remains (Regular)	204.00	208.10	212.25	216.50	220.85
Cremated Remains (if covered with concrete)	306.00	312.10	318.35	324.70	331.20
Deeper Depth to Permit Second Burial in Same Grave (additional cost)	168.30	171.65	175.10	178.60	182.15
Premium/Overtime Charges	At cost				

SCHEDULE "C" - Continued

	Effective Jan 1 2013	Effective Jan 1 2014	Effective Jan 1 2015	Effective Jan 1 2016	Effective Jan 1 2017
<u>Exhumation / Disinterment Services</u>					
Adult	850.00	850.00	850.00	850.00	850.00
Child/Infant	500.00	500.00	500.00	500.00	500.00
Cremated Remains (Regular)	400.00	400.00	400.00	400.00	400.00
Cremated Remains (if covered with concrete)	600.00	600.00	600.00	600.00	600.00
Premium/Overtime Charges	At cost				
<u>Memorial Installation or Removal</u>					
Care Fund Contribution	25.50	26.00	26.50	27.05	27.60
<u>SUPPLIES</u>					
Grave Liner (Regular)	255.00	260.10	265.30	270.60	276.00
Grave Liner (Special - Small or Oversized)	At cost				
Cremation Vault	76.50	78.05	79.60	81.20	82.85
<u>SUNDRY</u>					
Transfer of Right of Interment	25.50	26.00	26.50	27.05	27.60
Cancellation of Right of Interment	25.50	26.00	26.50	27.05	27.60
<u>TAXES</u>					
Provincial and Federal Taxes as legislated					
❖ All accounts to be paid to the Corporation of the City of Enderby					