

DISTRICT OF CHETWYND

BYLAW NO. 907, 2009

A Bylaw to provide for the Regulation, Operation and Maintenance of the Municipal Cemetery in the District of Chetwynd

WHEREAS pursuant to the *Community Charter* Council may, by bylaw, among other powers, regulate, maintain and operate cemeteries and establish the fees, terms and conditions under which persons may acquire the right to make use of areas or plots in a municipal cemetery, subject to the *Cremation, Interment and Funeral Services Act*;

AND WHEREAS the *Cremation, Interment and Funeral Services Act*, provides that every operator of a cemetery must make bylaws, including bylaws respecting the administration and operation of the cemetery, the rights, privileges and responsibilities of the operator, rates and charges and the size, class and kind of memorials;

NOW THEREFORE the Council of the District of Chetwynd, in open meeting assembled, enacts as follows:

1. CITATION

This Bylaw may be cited for all purposes as the "District of Chetwynd Cemetery Bylaw No. 907, 2009".

2. DEFINITIONS

In this Bylaw, unless the context requires otherwise:

“**Caretaker**” means the Director of Engineering and Public Works or his or her designate of the Municipality;

“**Cemetery**” means the Chetwynd Tuscoola Mountain Cemetery located in Chetwynd, British Columbia and legally described as:

Lower Section
Block B
District Lot 1899

Upper Section
Lot 1
Plan 42123
District Lot 1899

“**Cemetery Hours**” means the hours of operation between 10:00 am and 2:00 pm Monday to Friday, except statutory holidays;

“**Certificate of Entitlement**” means a certificate that provides for the future right to inter Human Remains or Cremated Remains in a designated Grave Space in the form attached as Schedule “B” to this bylaw;

“Child” means any person between one and twelve years of age;

“Council” means the Council of the Municipality;

“Cremated Remains” means the ashes resulting from cremation of a deceased human body;

“Cremated Remains Scattering” means the scattering of “Cremated Remains” on the Grave Space of a previously interred family member or a designated area approved by the Caretaker;

“Director of Financial Administration” means the person appointed by Council as the Director of Financial Administration or his or her designate;

“Grave Space” means a space of ground in the Cemetery used, or intended to be used, for the burial of Human or Cremated Remains;

“Human Remains” means the non-Cremated Remains of a deceased human body;

“Infant” means any person up to the age of one year;

“Mayor” means the Mayor of the Municipality, and shall include the Acting Mayor;

“Medical Health Officer” means the person duly appointed from time to time by the Province of British Columbia to act as the Medical Health Officer;

“Memorial Garden” means an area designated by the Caretaker for the scattering of Cremated Remains;

“Memorial Garden Scattering” means the disposal of ashes in the Memorial Garden;

“Memorial Marker” means a stone or bronze marker provided to identify a deceased’s Grave Space. The term shall refer to a “Memorial Tablet” or a “Memorial Monument”;

“Memorial Monument” means a Memorial Marker that is designed to be installed erect and perpendicular to the surrounding ground;

“Memorial Plaque” means a bronze or metal nameplate designed to be installed in a vertical position. Plaques shall not include stone or concrete bases;

“Memorial Tablet” means a Memorial Marker that is designed to be installed flat and parallel to the surrounding ground;

“Minister” means that member of the Executive Council charged by Order of the Lieutenant-Governor in Council with administration of the *Cremation, Interment and Funeral Services Act* and includes a person designated in writing by the Minister;

“Municipality” means the District of Chetwynd;

“Permit” means an Interment Permit in the form attached as Schedule “D” to this Bylaw;

“Plot” means an area of the Cemetery used or intended to be used for the interment of Human Remains or Cremated Remains under a right of interment and includes a grave;

“Plot, Regular Size” means a plot size not exceeding 1.5 m. (5 feet) wide by 3.25 m. (10 feet 8”) long and will be used for the burial of Human Remains or Cremated Remains;

“Plot, Cremation Size” means a plot size not exceeding 1.5 m. (5 feet) wide by 1.5 m. (5 feet) long and will be used for the burial of “Cremated Remains”; and

“Veteran” means a person who was a former member of the Canadian Forces (including those who served in Special Duty Areas), Allied Forces, Merchant Marine or the Royal Canadian Mounted Police.

3. MEANING

Any term in this Bylaw which is defined in the *Cremation, Interment and Funeral Services Act* S.B.C. 2004 c.35 has the meaning defined in that Act.

4. ESTABLISHMENT OF BOARD OF CEMETERY TRUSTEES

Council is hereby appointed as the Board of Cemetery Trustees to operate all Municipal Cemeteries.

5. ADMINISTRATION

5.1 The Director of Financial Administration shall maintain records as necessary for the administration and management of the Cemetery and as required pursuant to the *Cremation, Interment and Funeral Services Act*.

5.2 The Director of Financial Administration is hereby authorized on behalf of the Municipality and subject to the provisions of this Bylaw to sign the “Certificate of Entitlement Agreement” in the form of Schedule “B” attached to and forming part of this Bylaw, in respect of any unoccupied and/or unlicensed Grave Space in the Cemetery.

5.3 A copy of the Cemetery plan is available for public inspection at the municipal offices during regular office hours.

6. ENTITLEMENT OF GRAVE SPACE

- 6.1** The Certificate of Entitlement shall be deemed to be issued by the Director of Financial Administration upon the execution by the applicant and the Municipality of the form of agreement set out or substantially as set out in Schedule “B” to this Bylaw.
- 6.2** A person wishing to acquire a Certificate of Entitlement in respect of a Grave Space shall apply to the Director of Financial Administration and pay the applicable fees for a Certificate of Entitlement as set out in Schedule “A” to this Bylaw.

7. TRANSFER OF GRAVE SPACE

- 7.1** A person who has a Certificate of Entitlement in respect of interment rights to a Grave Space which has not yet been used may transfer the Grave Space to another person, upon making an application to the Director of Financial Administration, in the form of application set out in Schedule “C” to this Bylaw, and upon paying to the Director of Financial Administration the fees listed in Schedule “A” for transfer of a Grave Space.
- 7.2** Upon the transfer of a Grave Space under Section 7.1, the Director of Financial Administration shall issue the Certificate of Entitlement Agreement in the form attached as Schedule “B” to this Bylaw.

8. INTERMENT PERMIT

- 8.1** No Human Remains may be interred in the Cemetery until a Permit has been issued by the Director of Financial Administration.
- 8.2** A Permit application may be made only by the person who has the right to control the disposition of the Human Remains pursuant to the *Cremation, Interment and Funeral Services Act*.
- 8.3** The application shall be in the form of an “Interment Application and Permit” attached to this Bylaw as Schedule “D”.
- 8.4** Any person who makes an application for a Permit, or who requires an interment to be made, shall provide the Director of Financial Administration with a Provincial Burial Permit or Cremation Certificate, and other such information as may be reasonably required on Schedule “D” to this Bylaw.
- 8.5** An application for a Permit must be made to the Director of Financial Administration during regular municipal office hours and at least two (2) working days prior to the time of interment.

- 8.6** The Director of Financial Administration is authorized to issue an Interment Permit where he or she receives a complete application, the applicable fee and the proposed interment conforms to this Bylaw.

9. MULTIPLE INTERMENTS

- 9.1** Each Regular Size Plot may be used for the interment of Human Remains up to a maximum of four (4) interments, provided that each Grave Space is used for no more than the following:
- (a) two (2) interments of non-cremated Human Remains and two (2) Cremated Remains interments above these interments;
 - (b) one (1) interment of non-cremated Human Remains and three (3) cremated remain interments above this interment; or
 - (c) four (4) interments of cremated Human Remains.
- 9.2** Where a Regular Size Plot is used for two (2) interments of non-cremated Human Remains the first interment must be at a lower depth than the second.
- 9.3** Each Cremation Size Plot may be used for a maximum of two (2) interments of Cremated Remains.

10. INTERMENT

- 10.1** The only interments permitted in a Grave Space or at the Cemetery are the burials of Human Remains or Cremated Remains. No animals may be interred in the Cemetery. All interments shall be subject to and comply with the provisions of this Bylaw.
- 10.2** Each interment of Human Remains shall provide for not less than 30 cm (1 foot) of earth between the upper surface of the grave liner (or vault) and the second Human Remains; not less than 90 cm (3 feet) of earth between the second grave liner (or vault) and the ground level of the Grave Space. Overall depth of the first interment shall not be less than 2.7 m (9 feet).
- 10.3** Each interment of Cremated Remains shall provide for not less than 60 cm (2 feet) of earth between the upper surface of the container containing the cremated Human Remains and the ground level of the Grave Space, except where the container is used as a foundation base for the Memorial Marker installed in accordance with Section 14.10(b)(iii) this Bylaw.
- 10.4** All interments of Human Remains are required to have a reinforced fibreglass or concrete grave liner. Where polyurethane, concrete or steel vault is provided, a grave liner may not be required.
- 10.5** All interments of Cremated Remains are to have a reinforced fibreglass or concrete grave liner unless otherwise approved by the Caretaker.

- 10.6** No vaults, or other methods of interment above ground level, shall be permitted in the Cemetery.
- 10.7** The size of a casket for a child may not exceed 1.5 metres (5 feet) in length.
- 10.8** Where the Medical Health Officer directs, pursuant to the *Health Act Communicable Disease Regulation* or otherwise, that a body be buried in the Cemetery during any period when the municipal offices are closed, permission to inter in the Cemetery shall be obtained from the Caretaker. In this case, the Caretaker and the person who performs the burial shall report the matter to the Director of Financial Administration as soon after such interment as the municipal offices are opened with full details of the deceased as required, together with the prescribed fees if such fees have not already been paid.
- 10.9** All buried Cremated Remains must be in a non-decomposable container and be placed into a Grave Space either under an agreement pursuant to Schedule “B” attached to and forming part of this Bylaw or in a Grave Space of a family member already interred and, in that case, no disruption of the surrounding ground is permitted.
- 10.10** No grave shall be dug, or opened by any person other than a person authorized by the Caretaker.
- 10.11** No body shall be interred in the Cemetery except in compliance with and subject to the provisions of this Bylaw.

11. MEMORIAL GARDEN SCATTERING

- 11.1** Notwithstanding the provisions of this section, the scattering of Cremated Remains within the boundaries of the Cemetery is prohibited, except under an authorization for Memorial Garden Scattering granted by the Municipality within that area as designated within the Memorial Garden.
- 11.2** An application for the scattering of ashes under Section 11.1 shall be made using the form set out as Schedule “G”.
- 11.3** Cremated Remains will be non-recoverable and will be commingled with other remains.
- 11.4** Scattering of Cremated Remains shall be performed under the direction of the Caretaker during interment hours.
- 11.5** Memorialization of Memorial Garden Scattering will consist of a single temporary nameplate, 20 cm x 30 cm (8" x 12"), placed within the Garden provided that a person may at his or her own cost provide and install a permanent “Memorial Plaque” of the same size in the Memorial Garden.

12. EXHUMATION AND DISINTERMENT

- 12.1** No deceased person interred in the Cemetery shall be exhumed except in accordance with the *Cremation, Interment and Funeral Services Act*.
- 12.2** If permission from the Medical Health Officer is required, such permission shall be obtained in accordance with the *Cremation, Interment and Funeral Services Act*.
- 12.3** Where an exhumation is permitted, and the appropriate fee prescribed in Schedule “A” has been paid, the Director of Financial Administration will issue an “Exhumation or Disinterment Application and Permit” in the form attached to this Bylaw as Schedule “F”.

13. CEMETERY CARE FUND (CARE FUND)

- 13.1** The Municipality establishes a Care Fund for the maintenance and repair of the Cemetery, to be administered in accordance with the *Cremation, Interment and Funeral Services Act* and Regulations.
- 13.2** The Director of Financial Administration shall deposit all funds received for the Care Fund, including those identified in Schedule “A” to this Bylaw, into the Care Fund Account to be held there until investment in accordance with the *Cremation, Interment and Funeral Services Act*.
- 13.3** Certificates of Entitlement and Permits shall identify amounts to be deposited into the Care Fund.
- 13.4** The original principle of the Care Fund shall not be reduced except in accordance with an order under the *Cremation, Interment and Funeral Services Act*.
- 13.5** Funds in the Care Fund, and any interest on these funds, will be used only for the purposes of maintenance and repair of the Cemetery, or for a purpose otherwise permitted under the *Cremation, Interment and Funeral Services Act*.
- 13.6** Any surplus from one year will be maintained in the Care Fund for the following year.
- 13.7** The Director of Financial Administration will keep accurate accounts of all monies received in and expended from the Care Fund.

14. MEMORIALS

- 14.1** No Memorial Marker shall be placed on any plot in the Cemetery, until an application in the form of Schedule “G” has been submitted and approved and the amount specified in Schedule “A” hereof has been paid for installation of a memorial (including Care Fund contribution).

- 14.2** No Memorial Marker shall be placed, installed, or removed within the Cemetery except by the Caretaker or persons authorized by him or her.
- 14.3** Only Memorial Plaques will be permitted in a designated area within a Memorial Garden.
- 14.4** A person who wishes to install a Memorial Marker in the Cemetery shall pay to the Municipality prior to installation the applicable fee listed in Schedule "A" of this Bylaw.
- 14.5** Memorial Markers:
- (a) shall be made of stone or bronze;
 - (b) shall be set in or on a concrete base not less than 10 cm (4") thick which shall extend 2.5 cm (1") above the ground or as provided by the Municipality;
 - (c) shall not be greater than 90 cm (36") in height; exceptions may be considered subject to approval by the Caretaker including a signed agreement as per Section 14.9 of this Bylaw and will be subject to the installation fees as per Schedule "A" of this Bylaw as an "Oversize Memorial".
- 14.6** A Stone Memorial Marker shall be not less than 7.5 cm (3") thick.
- 14.7** A Bronze Memorial Marker shall be attached to a concrete or granite (or similar) base not less than 7.5 cm (3") thick with side surface true and perpendicular with the top surface of the attached marker.
- 14.8** Stone grave covers may be permitted with special permission from the Caretaker including a signed agreement as per Section 14.9 of this Bylaw and will be subject to the installation fees as per Schedule "A" of this Bylaw as an "Oversize Memorial Marker".
- 14.9** Any "Oversize" Memorial Marker that has been approved by the Caretaker is subject to the indemnification clause in Schedule "G" that saves harmless the Municipality from any liability, including all claims, actions, damage, and expense as a result of damage during installation or if the Memorial Marker should have to be temporarily moved as described in Section 14.13 of this Bylaw.
- 14.10** Markers for "Regular Size" and "Cremation Size" plots:
- (a) "Regular Size" plots may have up to four (4) Memorial Markers installed.
 - (i) 1 marker - 90 cm x 60 cm (36" x 24") and 3 Memorial Tablets – each 50 cm x 46 cm (20" x 18"); or 4 Memorial Tablets – each 50 cm x 46 cm (20" x 18");

- (ii) Where two (2) persons are buried side by side in two adjacent Grave Spaces, one 180 cm x 60cm (72" x 24") marker which provides for the memorialization of both persons may be used instead of two (2) separate markers, provided the single marker so used is set to embrace evenly the two (2) grave spaces concerned and are in accordance with Section 14.5 of this Bylaw.
- (b) "Cremation Size" plot may have up to two (2) memorial level markers installed.
 - (i) 1 level marker – 50 cm x 60 cm (20" x 24") or pillow markers;
 - (ii) 2 level markers – each 50 cm x 30 cm (20" x 12");
 - (iii) a memorial base which conforms to the requirements of Section 10.3 and which supports either a stone or bronze tablet may enclose one or two containers of Cremated Remains.

14.11 Any person who makes an application for an Interment Permit shall pay to the District of Chetwynd the fee for a Temporary Marker when they purchase the plot, as set out in Schedule "A" to this Bylaw.

14.12 The Municipality shall maintain Memorial Markers with respect to the natural ground settlement of the soil, however the Municipality shall not be held liable for any damage to Memorial Markers as a result of natural weathering or deterioration or vandalism, including grave covers, within the Cemetery. If any Memorial Marker deteriorates to an unsightly condition as a result of vandalism or natural causes, the Caretaker shall mail a written notice to the last known address of the certificate holder or his or her family member requesting that the monument be repaired or replaced within a reasonable period of time. Should the Caretaker be unsuccessful in contacting the certificate holder or the family member, or if the Memorial Marker is not repaired or replaced within three (3) months of the date of the notice is mailed then the Caretaker is authorized to remove the Memorial Marker.

14.13 The Caretaker may arrange for the temporary removal of a Memorial Marker without the owner's permission if, during the excavation of an adjoining grave, the marker is found to be a hazard to the safety of the workers in the excavation or to gain access to a plot for grave site preparation. As soon as practical, that Memorial Marker moved for safety or to accommodate access to another grave site shall be re-established in its original position on the grave from which it was removed.

15. MEMORIAL PLAQUES

A bronze memorial plaque of a size no greater than 20 cm x 30 cm (8" x 12") may be erected in memory of a deceased person(s) who is not buried in the Cemetery. The plaque may be erected:

- (a) on a family member plot, if it does not cause the number of markers to exceed that allowed in Section 14; or
- (b) at a location within the Memorial Garden acceptable to the Caretaker.

16. GENERAL REGULATIONS

- 16.1** The Caretaker's power to remove any object or improvement from a plot are to be exercised in accordance with Section 46(1) of the *Cremation, Interment and Funeral Services Act*.
- 16.2** Flowers, wreaths and other offerings may be placed on graves, but may be removed by the Caretaker when their condition is reasonably considered by him or her to be detrimental to the appearance of the Cemetery.
- 16.3** No more than three (3) items shall be placed on each gravesite. Such items must be placed in a manner that would not impede the general maintenance of the cemetery or the use of grave spaces adjacent to the grave site in question.
- 16.4** No Grave Space may be defined by a fence, railing, curb or hedge. Any works constructed on any plot, in the Cemetery without permission are subject to immediate removal under Section 16.3.
- 16.5** No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the Cemetery other than an employee of the Municipality authorized to do so.
- 16.6** No person shall drive a vehicle or permit any wheeled vehicle in the Cemetery other than during funeral proceedings or vehicles authorized by the Caretaker for the purposes of maintaining the Cemetery.
- 16.7** No person shall permit any unleashed dog or other animal within the Cemetery grounds, unless authorized by the Caretaker..
- 16.8** The Cemetery shall be opened to visitors at 7:00 a.m. and closed at one hour past sundown daily. No person shall be in the Cemetery between one hour past sundown and 7:00 a.m. the following morning, without permission of the Caretaker.
- 16.9** No person shall solicit for memorial or funeral services, markers, tablets, memorials, curbing, capping or other services within the limits of the Cemetery.
- 16.10** Every person within the Cemetery shall obey the instructions of the Caretaker. A person must not act in a manner that disturbs or is liable to disturb the quiet and good order of the Cemetery.
- 16.11** No person may damage, destroy, mutilate, deface, injure or remove any tomb, monument, memorial grave, grave stone or other structure placed in the Cemetery, or any fence railing or other work for the protection or ornament of the Cemetery, or any tomb, monument, grave stone or other structure, or lot within the Cemetery.

17. DUTIES OF THE CARETAKER

The Caretaker is authorized to:

- (a) dig and prepare, or cause to be dug and prepared, all plots and is responsible for the opening and closing of graves;
- (b) direct all funerals in the Cemetery to the correct grave site;
- (c) supervise the installation of all memorial tablets, markers and monuments on graves and the construction of their foundation or bases;
- (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 or cause to be maintained records as required and submit to the Director of Financial Administration or designate, whatever reports are required of him or her;
- (f) complete such other works as may be required from time to time;
- (g) ensure prohibited objects and offerings or special items under sections 16.1, 16.2 or 16.4 are removed from the cemetery; and
- (h) remove any fence, hedge, rooted plant, border, curbing or railing located on or around a grave that is not authorized under this Bylaw.

18. FEES

Cemetery fees must be paid in accordance with Schedule “A” attached to and forming part of this Bylaw.

19. OFFENCE

Every person who violates any provision of this Bylaw shall be guilty of an offence against this Bylaw and shall be liable, upon summary conviction, to a penalty not exceeding Ten Thousand (\$10,000) Dollars.

20. SEVERABILITY

If any provision of this Bylaw is held invalid by a 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.

21. CREMATION, INTERMENT AND FUNERAL SERVICES ACT

This Bylaw is subject to the *Cremation, Interment and Funeral Services Act* and Regulations.

22. REPEAL

“Cemetery Bylaw No. 708/G/98” is hereby repealed.

READ A FIRST TIME this 14th day of July, 2009

READ A SECOND TIME this 14th day of July, 2009

READ A THIRD TIME this 1st day of December, 2009

ADOPTED this 15th day of December, 2009

Mayor

Director of Corporate Administration

LIST OF SCHEDULES

Schedule "A"	Cemetery Fees
Schedule "B"	Certificate of Entitlement Agreement
Schedule "C"	Transfer of Entitlement
Schedule "D"	Interment Application and Permit
Schedule "E"	Memorial Garden Application and Permit
Schedule "F"	Exhumation or Disinterment Application and Permit
Schedule "G"	Memorial Installation Application and Permit

**DISTRICT OF CHETWYND
CEMETERY BYLAW NO. 907, 2009**

SCHEDULE “A”

CEMETERY FEES

A person must pay the following fees as applicable:

<u>Description</u>	<u>Grave Spaces</u>	<u>Care Fund</u>	<u>Total</u>
<u>Certificate of Entitlement:</u>			
Regular Size – Adult, Child, Infant	\$225.00	\$75.00	\$300.00 plus GST
* Veteran rate	\$168.75	\$56.25	\$225.00 plus GST
Cremated Remains size	\$ 93.75	\$31.25	\$125.00 plus GST
*Veteran rate	\$ 75.00	\$25.00	\$100.00 plus GST
<u>Fee for Transfer of Entitlement</u>			\$ 25.00 plus GST
<u>Fee for Memorial Garden (scattering)</u>	\$ 30.00	\$10.00	\$ 40.00 plus GST
<u>Interment Fees:</u>			
Adult Human Remains			\$500.00 plus GST
*Veteran rate			\$375.00 plus GST
Child Human Remains			\$275.00 plus GST
Infant Human Remains			\$250.00 plus GST
Cremated Remains			\$210.00 plus GST
*Veteran rate			\$165.00 plus GST
<u>Additional Charges:</u>			
Deeper depth to permit second burial in same grave			\$200.00 plus GST

Exhumation and Disinterment Fees:

Adult Human Remains	\$1,500.00 plus GST
Child Human Remains	\$1,000.00 plus GST
Infant Human Remains	\$1,000.00 plus GST
Cremated Remains	\$ 500.00 plus GST
Disinterment on Saturdays, Sundays, statutory holidays	add \$1,000.00 plus GST
Disinterment after regular cemetery hours, Monday to Friday	add \$ 500.00 plus GST
Disinterment from a deeper depth (and reburial of second human remains)	add \$ 700.00 plus GST

Fee for Temporary Marker \$ 30.00 plus GST

Fee for Installation of a Memorial Tablet \$ 150.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of a Memorial Monument up to 60 cm (24") \$ 215.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of a Memorial Monument over 90 cm (24" up to 36") \$ 275.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of an "Oversize" Memorial \$ 410.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for Installation of a Memorial Plaque \$ 40.00 plus GST
(Including Care Fund contribution of \$5.00)

* Reduced rate applies only to the burial of Veterans.

**DISTRICT OF CHETWYND
CEMETERY BYLAW NO. 907, 2009**

SCHEDULE "B"

CERTIFICATE OF ENTITLEMENT AGREEMENT

BETWEEN:

DISTRICT OF CHETWYND, an incorporated municipality having offices located at 5400 North Access Road, Chetwynd, B. C. and having a postal address at Box 357, Chetwynd, B.C., V0C 1J0

(the "Municipality")

AND:

_____ [name]

_____ [mailing address]

_____ [telephone number]

(the "Certificate Holder")

IN CONSIDERATION of the price paid by the Certificate Holder to the Municipality and for other good and valuable considerations (the receipt and sufficiency of which are acknowledged by both parties), the parties covenant and agree, subject however to the British Columbia *Cremation, Interment and Funeral Services Act* in force from time to time, as follows:

Entitlement to use of Grave Space

1. The Municipality hereby authorizes the Certificate Holder the use of the Grave Space in the Chetwynd Tuscoola Municipal Cemetery numbered as Grave Space No. _____ and in the location shown outlined in heavy black on the sketch plan attached to this Agreement.

Use of Grave Space

2. The above Grave Space is intended for: [check one]

later use of _____, or
[name]

immediate use of _____
[name of deceased]

CERTIFICATE OF ENTITLEMENT AGREEMENT (continued)

Size of Grave Space

3. The Grave Space is of the following size: [check one]

Regular

Cremation

Certificate of Entitlement Costs

4. The Certificate of Entitlement cost for the Grave Space is \$_____, and shall be paid on or before execution of this agreement by the Certificate Holder.

Interment Fee

5. The Certificate Holder acknowledges that this Agreement is for the use of the Grave Space and that an additional charge will be payable for the interment process, such as the removal of soil, placing of the casket, installation of a grave liner, and the covering of soil.

Additional Burials

6. Please check one:

This grave space may not be used for any additional interments including persons related to the Certificate Holder or the deceased person, or

This grave space may be used for any additional interments related to the Certificate Holder or the deceased person, whichever is applicable, under the provisions of Section 9 (Multiple Interments) of the District of Chetwynd Cemetery Bylaw.

Copy of Agreement

7. By executing this Agreement, the Certificate Holder acknowledges being given his or her own copy of this Agreement at the time of signing.

Cancellation Rights

8. The Certificate Holder is hereby advised that, in certain limited circumstances outlined in Section 43 of the British Columbia *Cremation, Interment and Funeral Services Act*, this Agreement may be cancelled and the Certificate Price may be refunded in full.

Mailing Address

9. The Certificate Holder hereby declares that his or her mailing address is as shown above and shall notify the Municipality of any change of mailing address.

CERTIFICATE OF ENTITLEMENT AGREEMENT (continued)

Transfer of Grave Space

10. This Agreement is assignable by the Certificate Holder to another person who wishes to use the Grave Space, if the Grave Space is unused, upon the Certificate Holder and that other person making an application to the Municipality, in the prescribed form, and paying the transfer fee prescribed by the District of Chetwynd Cemetery Bylaw No.907, 2009.

Grave Space May Be Reclaimed

11. The Certificate Holder acknowledges that, pursuant to the British Columbia *Cremation, Interment and Funeral Services Regulation*, if the Grave Space has not been used and:
- (a) the Certificate Holder 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 since the date of the Certificate of Entitlement Agreement, and
 - (c) at least 90 days have passed since the Municipality sent notice of its intention to resell the Grave Space to the last known address of the Certificate Holder and has not received a response, and
 - (d) the Municipality has made diligent attempts to but is not able to locate or contact the Certificate Holder, and

then the Municipality may apply to the Director appointed under the *Business Practices and Consumer Protection Act* SBC 2004, c2 for permission to reclaim the Grave Space and sell it to another person.

Refund for Unused Lot

12. The Certificate Holder is hereby advised and the Purchaser acknowledges that the Purchaser is not entitled to any refund of the Purchase Price if the Grave Space is not used.
13. This agreement and the rights and responsibilities of the parties is subject to the *Cremation, Interment and Funeral Services Act* of British Columbia.

Binding Effect

14. This Agreement is binding upon the Municipality and its successors and assigns and on the Certificate Holder and his or her heirs, executors, administrators and personal representatives.

Signature of Certificate Holder

Date

Director of Financial Administration

Date

Attachment: Sketch Plan of Grave Space

**DISTRICT OF CHETWYND
CEMETERY BYLAW NO. 907, 2009**

SCHEDULE "C"

TRANSFER OF ENTITLEMENT

I, _____, am the Certificate Holder of that grave space in the
[print current certificate holder's name]
Chetwynd Tuscoola Municipal Cemetery numbered Grave Space No. _____, and I wish to
transfer Entitlement of that Grave Space to:

[print new certificate holder's name]

And I hereby pay to the Municipality the applicable fee for the transfer of the Grave Space.

I, _____, agree that I accept Certificate of Entitlement of the
[print new certificate holder's name]
Grave Space on the terms and conditions of the Certificate of Entitlement Agreement between the
Municipality and _____ and I acknowledge receipt of a
[print current certificate holder's name]
copy of that agreement.

DATED the _____ day of _____, 20____.

[Signature of Current Certificate Holder]

DATED the _____ day of _____, 20____.

[Signature of New Certificate Holder]

[Mailing Address of New Certificate Holder]

[Telephone number of New Certificate Holder]

INTERMENT APPLICATION and PERMIT (continued)

Special Instructions:

If Burial is for a child or infant, please have the Funeral Director verify and confirm with the Caretaker if the size is acceptable.

Fees:	Opening/Closing Grave	Adult	(\$500) <input type="checkbox"/>	
		* Veteran Rate	(\$375) <input type="checkbox"/>	
		Child	(\$275) <input type="checkbox"/>	
		Infant	(\$250) <input type="checkbox"/>	
		Cremation	(\$210) <input type="checkbox"/>	
		* Veteran Rate	(\$165) <input type="checkbox"/>	
				\$ _____
		Extra Depth	(\$200) <input type="checkbox"/>	\$ _____
	Subtotal			\$ _____
	G.S.T.			\$ _____
	Total			\$ _____

**DISTRICT OF CHETWYND
CEMETERY BYLAW NO. 907, 2009**

SCHEDULE "E"

MEMORIAL GARDEN APPLICATION and PERMIT

Name of Deceased _____
(Last) (First) (Middle)

Date of Birth: _____ Date of Death: _____
(day, month, year) (day, month, year)

Applicant: _____
(print name) (Relationship)

of: _____
(Mailing Address and Phone Number)

Funeral: Date: _____ Time: _____

Remains: Cremated

Special Instructions: _____

Attached British Columbia: Cremation Permit

Funeral Home: _____ Contact: _____ Phone: _____

I, an authorized person, hereby apply to the District of Chetwynd for the scattering of cremated remains of the above deceased in the Memorial Garden. To the best of my knowledge the death was not due an infectious or contagious disease or other disease dangerous to public health.

Signature of Applicant

Date

Permit approved by:

Director of Financial Administration

Date

EXHUMATION or DISINTERMENT APPLICATION and PERMIT
(continued)

Exhumed or disinterred with the authority of:

- Permit issued by the Provincial Registrar
- An order of the court
- Coroners Act* or the *Health Act*

Permit approved by

Director of Financial Administration

Date

Special Instructions

Fees:	Opening/Closing Grave	Adult	(\$1,500)	<input type="checkbox"/>	
		Child	(\$1,000)	<input type="checkbox"/>	
		Infant	(\$1,000)	<input type="checkbox"/>	
		Cremation	(\$500)	<input type="checkbox"/>	\$ _____
		Extra Depth	add (\$700)	<input type="checkbox"/>	\$ _____
	Disinterment After Hours	Weekdays	add (\$500)	<input type="checkbox"/>	
		Weekend/ Statutory Holiday	add (\$1,000)	<input type="checkbox"/>	\$ _____
	Subtotal				\$ _____
	G.S.T.				\$ _____
	Total				\$ _____

**DISTRICT OF CHETWYND
CEMETERY BYLAW NO. 907, 2009**

SCHEDULE "G"

MEMORIAL INSTALLATION APPLICATION and PERMIT

Applicant's Name: _____

of _____

Deceased Name: _____

Date of Funeral: _____ Plot No.: _____

Description: (See section 14 of the District of Chetwynd Cemetery Bylaw for memorial details)

Approved Oversize Memorial Indemnification:

The Certificate Holder shall indemnify the Municipality and save it harmless from any and all claims, actions, damages, and expense in connection with any damage to or loss of or destruction of the "Oversize" memorial as noted above, arising from or out of any occurrence during installation or maintenance thereafter during delivery to or within the Cemetery.

Signature of Applicant

Date

Fee for Installation of a Memorial Tablet \$150.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of a Memorial Monument up to 60 cm (24") \$215.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of a Memorial Monument over 90 cm (24" up to 36") \$275.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for installation of an "Oversize" Memorial \$410.00 plus GST
(Including Care Fund contribution of \$25.00)

Fee for Installation of a Memorial Plaque \$ 40.00 plus GST
(Including Care Fund contribution of \$10.00)