

## RESORT MUNICIPALITY OF WHISTLER

### CEMETERY MANAGEMENT BYLAW NO. 2367, 2023

#### A BYLAW TO PROVIDE FOR THE REGULATION, MANAGEMENT, OPERATION, AND MAINTENANCE OF THE RESORT MUNICIPALITY OF WHISTLER CEMETERY

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**WHEREAS** the Council of the Resort Municipality of Whistler has the authority and has enacted the “Cemetery Bylaw No. 1788, 2006” (the “**Current Cemetery Bylaw**”) that provides for the regulation, management, operation, and maintenance of the Resort Municipality of Whistler Cemetery.

**WHEREAS** the Council of the Resort Municipality of Whistler now deems it necessary to repeal and replace the Current Cemetery Bylaw to provide for the regulation, management, operation, and maintenance of the Resort Municipality of Whistler Cemetery,

**NOW THEREFORE** the Council of the Resort Municipality of Whistler, in open meeting assembled, **ENACTS AS FOLLOWS**;

#### 1.0 CITATION

1.1 This Cemetery Bylaw may, for all purposes, be cited as the Cemetery Management Bylaw No. 2367, 2023 (the “**Cemetery Bylaw**”).

#### 2.0 TABLE OF CONTENTS

2.1 This Bylaw is divided into 17 sections and 1 schedule

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### 3.0 DEFINITIONS

3.1 A word or phrase used in this Cemetery Bylaw that is defined in the *Cremation, Interment, and Funeral Services Act (SBC 2004) C.35* and the *Business Practices and Consumer Protection Act (SBC 2004) C.2*, and all regulations made thereunder ("**Cemetery Legislation**"), has the meaning ascribed to them in that act or regulation.

3.2 In this Cemetery Bylaw the following words have the meaning ascribed to them unless the context otherwise requires,

**"Adult"** for Cemetery purposes, means a person over the age of 12 years old,

**"Applicant"** means a person who has applied to the RMOW for a right of Interment, an Interment, a Scattering, a Memorial, or a Memorial installation,

**"Burial Permit"** means a legal document issued in the Province of B.C. acknowledging the registration of a death with the Vital Statistics Agency of B.C. as required for an Interment or cremation in the Province of B.C.,

**"Care Fund"** means a fund for the care and maintenance of a place of Interment as required under Cemetery Legislation,

**"Cemetery"** means the RMOW Cemetery,

**"Child"** means a person between the ages of 2 and 12 years of age,

**"CO"** means the Corporate Officer of the RMOW, their delegate, or delegates empowered by the CO to manage, administer, and operate the Cemetery,

**"Council"** means the elected Mayor and Council of the RMOW,

**"CPI"** means the Canadian Consumer Price Index,

**"Cremated Remains"** means human bone fragments left after Human Remains are cremated,

**"Disinterment"** means the removal of Human Remains or Cremated Remains and the container, or any of the remaining container, holding the Remains, from the Lot in which the Remains are interred, for the purpose of permanent relocation, and may also mean

the exposure and removal of interred Human Remains for the purposes of viewing or examination,

**“Fee”** means a Fee, or Fees, established for the Cemetery and included in Schedule ‘A’: Cemetery Fees to this Cemetery Bylaw,

**“Grave Liner”** means a receptacle with, or without, a lid, constructed of a durable material, which may or may not have a bottom, into which a burial container holding Human Remains or an Urn holding Cremated Remains is placed to provide reinforcement of a Lot as part of an Interment,

**“Holiday”** means any Day of Observance or Holiday, observed by the RMOW,

**“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,

**“Infant”** means a person less than 2 years of age and including a stillborn child,

**“Interment”** means disposition by,

- (a) burial of Human Remains or Cremated Remains, or
- (b) inurnment of Cremated Remains,

**“Interment Authorization Form”** means an application completed, and signed by a person having the legal authority to authorize the Interment of Human Remains or Cremated Remains of a deceased person,

**“Interment Rights Certificate”** means a certificate issued by the RMOW setting out the location and other related information pertaining to a Lot purchased at the Cemetery,

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

**“Lot”** means a designated space in the Cemetery, that is used or intended to be used for the Interment of Human Remains or Cremated Remains under a right of Interment and includes a grave, niche, or plot,

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

**“Memorial”** means,

- (a) flat marker on a grave or plot, or
- (b) a plaque on a niche front or Memorial stone

**“Non-Resident”** means any person who does not satisfy the definition of a Resident,

**“Resident”** means any person continuously and permanently residing, or having resided in the RMOW for a period not less than six months at the time of purchasing a Right of Interment (with an exception for a person who has left the RMOW for palliative or other medical reasons),

**“Right of Interment”** means a right granted, in perpetuity, for the use of a Lot in the Cemetery,

**“RMOW”** means the Resort Municipality of Whistler,

**“Scattering”** means the irreversible dispersal of Cremated Remains in a defined area or feature within the Cemetery where such dispersal may result in comingling with previously scattered Cremated Remains in the Scattering location,

**“Scattering Garden”** means an area, or feature, within the Cemetery designated for the Scattering of Cremated Remains,

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

#### **4.0 CEMETERY ESTABLISHMENT & ADMINISTRATION**

- 4.1 The following real property, legally described as, District Lot 4563, Plan 18739, Group One, N.W.D, is owned, established, operated, and maintained by the RMOW as a Cemetery and is dedicated for that use. The Cemetery shall continue to be operated and maintained for that purpose and shall not be used for any other purpose.
- 4.2 The Cemetery is established for the purpose of making Interment, Scattering, Memorials and bereavement rites and ceremonies available to all persons, irrespective of race, faith, orientation, or any other form of categorization.
- 4.3 The RMOW has full ownership over the land, buildings, plantings, roads, utilities, books, and records of the Cemetery.
- 4.4 The Council of the RMOW are the trustees of the Cemetery and as such are responsible for,
  - (a) the development, operation, and maintenance of the Cemetery in accordance with legislation and regulation,
  - (b) the administration and enforcement of this Cemetery Bylaw in a consistent, and equitable manner with every user of the Cemetery, and
  - (c) designating employees or agents of the RMOW to develop, manage, administer, operate, and maintain the Cemetery in the name of the RMOW.

- 4.5 The RMOW, subject only to compliance with Cemetery Legislation, shall have the right to,
- (a) manage, maintain, or alter the Interment areas, roads, pathways, buildings, and infrastructure of the Cemetery, and
  - (b) change or remove plantings, move, relocate, or remove Memorials, grade, alter in shape or size, or otherwise change all or any part of the Cemetery.
- 4.6 The RMOW has a right of passage, always, in any manner it deems necessary, over every Lot and all the land of the Cemetery.
- 4.7 The RMOW, at its cost and in a timely manner, shall correct any error that may be made by it, in making an Interment, Disinterment, and
- (a) in the instance an error involves an Interment or Disinterment of Human Remains the RMOW shall correct the error in compliance with and under such terms as may be set out in Cemetery Legislation and by a Director of Consumer Protection B.C.,
  - (b) in the description of a Lot, or the transfer of a Right of Interment, and
  - (c) in the instance of an error in the description of a Lot, grant in lieu thereof, a right of Interment or Lot of equal value and location, as far as is possible.
- 4.8 The RMOW CO shall be the senior staff RMOW person responsible for the administration, interpretation, and enforcement of this Cemetery Bylaw and in this capacity shall,
- (a) ensure all records for the management, administration, operation, and maintenance of the Cemetery are collected and retained as required under Cemetery Legislation,
  - (b) ensure all rights of Interment, contracts, and financial transactions are recorded in compliance with Cemetery Legislation,
  - (c) review and approve amendment of the Fees that are charged at the Cemetery when deemed appropriate or necessary,
  - (d) designate, as needed, other RMOW employees to perform management, administrative and operational tasks, and actions in support of the Cemetery and the provision of service therein, and
  - (e) in the instance of an emergent or extraordinary circumstance, have the authority to interpret and enforce this Cemetery Bylaw in the name of the RMOW, and to modify or waive the application or enforcement of this Cemetery Bylaw where such action shall not contravene or violate any article of Cemetery Legislation.

## **5.0 INTERMENT RIGHTS: PURCHASE & TRANSFER**

- 5.1 The RMOW, subject to payment of an established Fee, may grant a Right of Interment for a Lot in the Cemetery on an at-need or a reserve basis.
- 5.2 Purchase, or possession of a Right of Interment,
- (a) confers to a rights holder, a right, in perpetuity, to use a Lot within the Cemetery, in compliance with this Cemetery Bylaw,
  - (b) does not confer to a rights holder any title to, ownership of, or interest in the land of the Cemetery, or of a Lot therein, or any other special privilege over the land of the Cemetery, and
  - (c) does not entitle a rights holder to require the RMOW to perform an Interment until the rights holder complies in all other respects with this Cemetery Bylaw.
- 5.3 An Interment Rights purchaser shall,
- (a) reserve the right to use a Lot they have purchased for them-self, and
  - (b) designate who, other than them-self, is authorized to use of a Lot registered in their name.
- 5.4 The RMOW shall issue to an individual paying the Fee for a Right of Interment a 'Right of Interment Certificate', which sets out the rights of Lot use attributed to the purchaser.
- 5.5 No person, without the prior consent and agreement of the RMOW, may purchase a Right of Interment for more than two (2) Lots in the Cemetery.
- 5.6 The RMOW shall have the right to limit or suspend the reservation of Interment Rights in the Cemetery at any time.
- 5.7 Where evidence of a clear line of transfer for an Interment Right that survives an original rights holder is not provided by a Legal Representative of the original rights holder the RMOW shall have the authority to,
- (a) determine a process, in a form prescribed by the RMOW, the person or persons who may exercise a surviving right of Interment and under what terms and conditions a surviving right of Interment may be exercised, or
  - (b) where a clear and distinct right of succession or transfer cannot be ascertained, prohibit the use of any surviving Interment Rights in a Lot.
- 5.8 An Interment Right for an unused Lot may only be transferred back to the RMOW, and transfer shall be made under the following terms,
- (a) the original Interment Rights holder or their Legal Representative makes written application to the RMOW stating their intent to surrender the Interment Right,

- (b) there are no Interments in, and no Memorials installed on the Lot being transferred,
  - (c) the original Interment Rights Certificate is delivered to the RMOW,
  - (d) where application to surrender an Interment Right is made within 30 days of the original purchase date then 100% of the Fees paid shall be refunded, or
  - (e) where application to surrender an Interment Right is made 31 days or more after the original purchase date then 100% of the Fees paid LESS the Care Fund contribution paid and LESS a transfer Fee shall be refunded.
- 5.9 Subject to compliance with section 25 of Cemetery Legislation, and upon prior approval of a Director of Consumer Protection BC, the RMOW may reclaim and resell a Right of Interment for a Lot where the Right of Interment for the Lot was previously sold.
- 5.10 In the instance the Right of Interment for a Lot has been reclaimed and resold, and the Right of Interment is subsequently required for use, the RMOW shall provide another Right of Interment of equal or greater value from the available Lots in the Cemetery.
- 6.0 INTERMENT: GENERAL**
- 6.1 Only Human Remains, or cremated Human Remains may be interred, or Cremated Remains scattered, in the Cemetery.
- 6.2 Lot purchase, Interment booking and payment for Cemetery services may be made at Whistler Municipal Hall, 4325 Blackcomb Way, on the days and hours of operation of the RMOW.
- 6.3 No Interment or Scattering shall be permitted at the Cemetery until,
- (a) the Legal Representative of a deceased completes, signs, and delivers to the RMOW, an RMOW Interment Authorization Form,
  - (b) all applicable Fees are paid in full to the RMOW,
  - (c) advance notice has been provided to the RMOW,
  - (d) for Human Remains, a B.C. Burial Permit has been delivered to the RMOW,
  - (e) for Cremated Remains, a Certificate of Cremation has been delivered to the RMOW, or
  - (f) where a death has occurred in a jurisdiction other than the province of B.C., a disposition document, in a form deemed acceptable by the RMOW, has been delivered to the RMOW.
- 6.4 The Cemetery shall be open for operation annually, from May 1 to October 3, weather and ground conditions permitting.

- 6.5 Advance notice, and all documents and fees required under subsection 6.3, for an Interment or Scattering, shall be delivered to the RMOW, where the notice shall be made not less than five RMOW (5) business days prior to the scheduled Interment, or as may be approved by the CO.
- 6.6 Upon provision of proper notice and authorization, Interments or Scatterings may occur,
- (a) Monday through Friday, between 10:00 a.m. and 3:00 p.m. at a set time arranged with the RMOW, and
  - (b) subject to the availability of staff and payment of an overtime Fee, on a Saturday, Sunday, or Holiday observed by the RMOW, between 10:00 a.m. and 3:00 p.m.
- 6.7 The RMOW shall have the authority to suspend or cancel services at, and limit or prohibit public access to the Cemetery where severe weather, road or grounds conditions, public health measures, or other extraordinary circumstance may warrant or pose a hazard to the public or RMOW employees.
- 6.8 Every Interment or Scattering in the Cemetery shall be conducted by or performed under the supervision of the RMOW.
- 6.9 Only the RMOW shall excavate, open, or close a Lot in the Cemetery.
- 6.10 It is the responsibility of the Legal Representative of a deceased to provide the means and persons to transfer and deliver Human Remains or Cremated Remains to an Interment Lot for Interment.
- 6.11 Where a Medical Health Officer directs an Interment of Human Remains,
- (a) instructions shall be provided to the RMOW by the Medical Health Officer in advance of the Interment with respect to the procedures to be followed for the Interment, to protect the health and safety of all persons who may come into contact with the burial container bearing the Human Remains,
  - (b) the RMOW shall convey the instructions of the Medical Health Officer to every RMOW employee participating in the Interment, and
  - (c) the RMOW shall ensure the instructions are followed throughout the course of the Interment.
- 6.12 The RMOW shall exercise due care and attention in making an Interment or Disinterment, but shall not be liable for any emotional, psychological, or physical injury that may occur to a living person or injury to Human Remains or Cremated Remains, or damage to a container, Urn or other form of burial container sustained as part of an Interment or Disinterment except where such injury or damage is caused by the negligence of the RMOW.



## **7.0 HUMAN REMAINS INTERMENT**

7.1 Human Remains for Interment in the Cemetery shall be,

- (a) enclosed in a container that complies with Cemetery Legislation,
- (b) enclosed in a container that will fit within the size of the Lot, and
- (c) interred into a Grave Liner supplied by the RMOW for the Interment Lot.

7.2 **Infant Lot:** This form of Lot is limited to,

- (a) the Interment of the Human Remains of one (1) Infant, and
- (b) the installation of one (1) Memorial marker that shall measure 25 cm (10 in.) high and 45.7 cm (18 in.) wide and 7.62 cm (3 in.) thick in size.

7.3 **Child Lot:** This form of Lot is limited to,

- (a) the Interment of the Human Remains of one (1) Child, and
- (b) the installation of one (1) Memorial marker that shall measure 25 cm (10 in.) high x 45.7 cm (18 in.) wide x 7.62 cm (3 in. thick) in size.

7.4 **Adult Lot:** This form of Lot is limited to,

- (a) the Interment of the Human Remains of one (1) Adult, and
- (b) the installation of one (1) Memorial marker, that shall measure 30.5 (12 in.) high x 51 cm (20 in.) wide x 7.62 cm (3 in.) thick in size, or
- (c) where two (2) related persons are interred in adjacent Lots, the installation of one (1) Memorial marker that shall measure 45 cm (18 in.) high x 75 cm (30 in.) wide x 7.62 cm (3 in.) thick in size and installed over the midline of the adjacent Lots.

## **8.0 CREMATED REMAINS INTERMENT**

8.1 Cremated Remains for Interment in the Cemetery shall,

- (a) be enclosed in an Urn that will fit within the size of the Lot in which it is being interred, interred, and
- (b) for in-ground Interment, enclosed in a Grave Liner supplied by the RMOW for Interment.

8.2 **In-Ground Cremation Lot:** This form of Lot is limited to,

- (a) the Interment of the Cremated Remains of one (1) Infant, Child, or Adult, and
- (b) the installation of one (1) Memorial marker, that shall measure 20 cm (8 in.) high x 28 cm (11 in.) wide x 7.62 cm (3 in.) thick in size.

8.3 **In-Ground Double Cremation Lot:** This form of Lot is limited to,

- (a) the Interment of the Cremated Remains of up to two (2) Infant, Child, or Adult Urns, and
- (b) the installation of one (1) Memorial marker that shall measure 45 cm (18 in.) high x 56 cm (22 in.) wide x 7.62 cm (3 in.) thick in size

## **9.0 COLUMBARIUM NICHE INTERMENT**

9.1 **Cremation Niche Lot:** This form of Lot is limited to,

- (a) the Interment of the Cremated Remains of one (1) Infant, Child, or Adult, and
- (b) a niche Memorial panel - supplied, engraved, and installed by the RMOW - that conforms to design and inscription specifications established by the RMOW.

## **10.0 CREMATED REMAINS SCATTERING**

10.1 Cremated Remains for Scattering in the Cemetery shall be,

- (a) limited to Scattering in a designated Scattering Garden of the Cemetery,
- (b) memorialized with a bronze plaque – supplied and installed by the RMOW – that shall measure 24 cm 9.5 in. wide by 5.5 cm (2 in.) high by 1.0 cm (3/8 in.) thick, and
- (c) that is secured to Memorial boulders located in the Scattering Garden.

10.2 Cremated Remains scattered at the Cemetery are considered, from the moment of Scattering, non-recoverable.

## **11.0 DISINTERMENT**

11.1 Every Disinterment of Human Remains, or Cremated Remains shall be conducted in compliance with Cemetery Legislation and in a manner consistent with the dignity of adjacent Lots.

11.2 No Disinterment shall be allowed until,

- (a) the Legal Representative of the deceased has provided to the RMOW a Disinterment authorization, in a form prescribed by the RMOW,
- (b) all Fees are paid in full to the RMOW,
- (c) a Disinterment permit, as may be required and issued by Consumer Protection BC under Cemetery Legislation, has been delivered to the RMOW, and
- (d) a copy of a transport permit, as may be required and issued by the Consumer Protection BC under Cemetery Legislation, has been delivered to the RMOW.

11.3 An Applicant requesting a discretionary Disinterment of Human Remains or Cremated Remains from a Lot shall provide to the RMOW, and at their expense,

- (a) such proof as the RMOW may request, up to and including sworn affidavits, to establish their identity and their legal right to authorize the Disinterment, and

- (b) a reason, satisfactory to the RMOW for the Disinterment.
- 11.4 The RMOW shall have the right to require an Applicant requesting a discretionary Disinterment, at their expense, to obtain a Court Order that compels the RMOW to make the Disinterment requested.
- 11.5 Except where ordered by a Court of competent jurisdiction or a Medical Health Officer, no person other than employees or authorized agents of the RMOW along with a duly contracted funeral director shall be permitted to be present at the Disinterment of remains in the Cemetery.
- 11.6 A Disinterment in the Cemetery shall, without exception, be performed on a day and at a time of the RMOW's choosing.
- 11.7 The RMOW's responsibility in the performance of a Disinterment is limited to,
- (a) the excavation of soil from a Lot to permit access to the human or Cremated Remains buried in the Lot,
  - (b) the opening of a sealed niche to permit access to the Cremated Remains interred in a niche,
  - (c) the removal of intact burial liners, and
  - (d) the closure of the Lot when the Disinterment/exhumation is complete.
- 11.8 No employee of the RMOW shall be required to participate in the removal of exposed Human Remains from a Lot. The removal of exposed Human Remains and their transfer into a container that fully encloses the disinterred remains shall be performed by a funeral director authorized by and employed at the expense of the Applicant requesting the Disinterment.
- 11.9 Other than the recovery of the Human Remains or Cremated Remains present in a Lot opened for a Disinterment the RMOW shall make no commitment as to the recovery of any other material, personal effect, or other extraneous item from a Disinterment Lot.
- 11.10 The RMOW shall dispose of, in a safe, environmentally sensitive, and dignified manner, all extraneous materials that may incidentally be recovered from a Disinterment Lot.

## **12.0 MEMORIALS: GENERAL RULES**

- 12.1 It is the responsibility of a rights holder or the Legal Representative of a deceased to arrange for the supply and installation of a Memorial on a Cemetery Lot.
- 12.2 Every Memorial and the installation thereof shall conform to the Cemetery plan, the Lot type on which a Memorial is to be installed, and any rules or specifications established for Interments and Memorials established by the RMOW.
- 12.3 The size and design of a Memorial, including its maximum width, depth, and thickness, and inscription is conditional on the type of Lot or Lots on which it is being installed.

- 12.4 Every Memorial shall be constructed of granite, bronze, bronze on a granite base, or a bronze plaque.
- 12.5 Every flat granite memorial shall,
- (a) be not less than 7.62 cm thick, and
  - (b) have sides that are true and perpendicular with its top surface to ensure a level installation of the Memorial flush with the surface level of the Lot.
- 12.6 Every flat bronze Memorial shall be installed on a granite base, or reinforced concrete base that,
- (a) is not less than 7.62 cm thick,
  - (b) has a smooth finished top,
  - (c) has an exposed, smooth granite or finished surface 5 cm wide showing around each edge of the Memorial, and
  - (d) has sides that are true and perpendicular with the top surface of the attached Memorial to ensure a level installation of the Memorial flush with the surface level of the Lot.
- 12.7 No inscription, engraving, ornamentation, or combination thereof, that is inconsistent with the dignity of adjacent Lots, the Cemetery or community standards shall be placed on any Memorial.
- 12.8 Every Memorial shall be installed by the RMOW, or an approved agent of the RMOW, and the installation of Memorials shall occur during the regular days and hours of operation of the Cemetery.
- 12.9 Every Memorial, and the installation of every Memorial, shall conform to specifications and requirements established by the RMOW for Memorials at the time application is made for a Memorial installation, not at the time an Interment Right was purchased, or an Interment made.
- 12.10 No Memorial shall be installed on a Lot until,
- (a) an application for installation, which describes fully the Memorial's proposed size, design, material, inscription, and location has been submitted to the RMOW,
  - (b) the RMOW determines the Memorial described on the application complies in every way with the specifications set out for Memorial placement on the Lot where installation is proposed, and
  - (c) all outstanding Fees, as may apply, for Interment Rights, Interment, a Memorial, Memorial installation, and Care Fund contributions are paid in full to the RMOW.
- 12.11 The RMOW is responsible to maintain the land of the Lot on which a Memorial is installed but is not responsible for the maintenance of a Memorial on a Lot.

- 12.12 The RMOW is not liable for, or obligated to repair, any damage to a Memorial in the Cemetery except where it can be shown damage was caused by the negligence of the RMOW.
- 12.13 If a Memorial falls into a state of disrepair, the RMOW will document the condition of the Memorial and has the authority, without prior notice, to have the Memorial removed from the Lot and placed in safekeeping, and in each case at the expense of rights holder or their successor.

### **13.0 GENERAL RULES AND REGULATIONS**

- 13.1 From May 1 to October 31 the business days and hours of operation of the Cemetery shall, for the following purposes, be,
- (a) **Visiting:** open every day from 8:00 a.m. to dusk,
  - (b) **Office:** located at the Whistler Municipal Hall, open Monday through Friday, from 8:00 a.m. to 4:30 p.m. and closed on weekends, and Holidays.
- 13.2 Every person, upon entering and while within the Cemetery, shall follow every instruction of the RMOW.
- 13.3 Floral tributes may be placed at the Cemetery as follows,
- (a) on the day of an Interment and for a period of 7 days following Interment, any type of floral tribute is permitted,
  - (b) between May 1 and October 31, any type of floral tribute is permitted,
  - (c) glass vases or flower containers are always prohibited,
  - (d) flower vases for the placement of flowers on a Lot, of a design approved, supplied, and installed, at a location designated by the RMOW, at an Applicant's expense, may be permitted in each Lot,
  - (e) the RMOW is not liable for the deterioration, damage or loss of flowers, decorations or any item placed on a Lot or at a Memorial site, and
  - (f) the RMOW has the right, without prior notice, to remove or order removed flowers, decorations or other items placed on a Lot or at a Memorial site that may pose a safety risk or have deteriorated or otherwise become unsightly that detracts from adjacent Lots or the and the appearance Cemetery as a whole.
- 13.4 No person shall,
- (a) be in the Cemetery between one (1) hour after sunset and 8:00 a.m. the following morning,
  - (b) define or delineate any Lot or group of Lots in the Cemetery by a fence, railing, coping, hedge, grave cover or by any other marking,

- (c) willfully or negligently destroy, mutilate, deface, damage, injure or remove anything from the Cemetery, including and without limitation, any Memorial, plant, flower, tree, rock, or other item located in the Cemetery,
  - (d) conduct any activity at the Cemetery other than attendance at an Interment or Memorial service or the visitation of a Lot for the purpose of paying respect to the dead,
  - (e) conduct them self in a manner to disturb the peace, quiet and good order of the Cemetery or an Interment or Memorial service being conducted therein,
  - (f) bring into or dump any rubbish, debris or other offensive item or matter in the Cemetery,
  - (g) allow a Child under the age 16 years within the limits of the Cemetery that is not accompanied by a parent, guardian, or an Adult supervisor,
  - (h) drive any form of recreational utility vehicle, all terrain vehicle, or powered snow vehicle,
  - (i) play any manner of sports game or sport activity within the limits of the Cemetery,
  - (j) otherwise violate any provision of this Cemetery Bylaw or Cemetery Legislation.
- 13.5 Notwithstanding subsection 13.4(d), the RMOW has the authority to permit dedicated events to be conducted in the Cemetery that are, in the opinion of the RMOW, deemed appropriate for and in keeping with the dignity and purpose of the Cemetery.
- 13.6 No tree, shrub, plant, bulb, flower, or other decorative plant feature may be planted, pruned, cut down, removed, or otherwise altered on a Lot or anywhere else within the limits of the Cemetery without the express consent of the RMOW.
- 13.7 No gratuity or extraordinary consideration shall be paid to or accepted by an employee or agent of the RMOW for any service rendered or good provided in connection with the Cemetery.
- 14.0 CEMETERY FEES**
- 14.1 The RMOW shall establish the Fees that are charged at the Cemetery.
- 14.2 The Fees established for the Cemetery shall be, but are not limited to Fees for the,
- (a) provision of Interment Rights,
  - (b) Care Fund contribution rates to be collected for the Cemetery, in compliance with Cemetery Legislation,
  - (c) provision of Interment services,
  - (d) purchase of a Memorial,
  - (e) provision of a Memorial installation,

- (f) provision of any overtime or special service, and
- (g) provision of any other service or good ancillary to the provision of service, operation, or maintenance at the Cemetery.

14.3 Cemetery Fees shall be,

- (a) set at rates that ensure the Cemetery is operated in a fiscally sustainable manner and not create an unreasonable operational subsidy burden on the RMOW's taxpayers,
- (b) adjusted at least annually on January 1 of each calendar year, and
- (c) the annual Fee increase shall be not less than the CPI - based on the 12-month period of September to September immediately preceding January 1 - and not more than, the CPI rate used plus an additional 2%.

**15.0 CEMETERY CARE FUND**

15.1 The RMOW shall establish and maintain a Care Fund for the long-term care and maintenance of the Cemetery and the Lots therein.

15.2 The Care Fund shall be maintained at the RMOW's financial institution in a separate account designated "Cemetery Care Fund".

15.3 The CO shall be responsible for all deposits to the account and for ensuring that,

- (a) the account and all deposits comply with all applicable provisions of Cemetery Legislation,
- (b) the investment of monies in the Care Fund are permitted by and in compliance with Cemetery Legislation, *the Local Government Act, the Community Charter [SBC 2003] Chapter 26*, and
- (c) the interest earned on investments of the Care Fund may be used for the maintenance and care of the Cemetery in the year in which the interest is earned, or the interest may be retained in the Care Fund to increase the principal sum of the Care Fund.

15.4 The principal of the Care Fund shall not be reduced other than in accordance with an order from Consumer Protection BC pursuant to the Cemetery Legislation.

15.5 The RMOW may accept voluntary donations to the Care Fund from any person or organization and said donations shall be added to the principal of the Care Fund.

**16.0 OFFENCES AND PENALTIES**

16.1 A person, or a group of persons, who through their immediate behavior, or a pattern of behavior tracked over time, contravenes this Cemetery Bylaw shall be guilty of an

offence and shall be liable, on summary conviction, to a penalty of not less than \$50.00 and not more than \$2,000.00.

- 16.2 A contravention of this Cemetery Bylaw that continues more than one day may constitute a continuous offence.

## **17.0 INTERPRETATION AND TRANSITIONAL PROVISIONS**

- 17.1 The headings given to the parts, sections and paragraphs in this Cemetery Bylaw are for convenience of reference only. They do not form part of this Cemetery Bylaw and will not be used in the interpretation of this Cemetery Bylaw.

- 17.2 If any part, section, subsection, or phrase, of this Cemetery Bylaw is for any reason held to be invalid by a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Cemetery Bylaw.

- 17.3 The Schedule listed here and as attached form a part of this Cemetery Bylaw,

- **Schedule 'A': Cemetery Fees**

- 17.4 "Cemetery Bylaw No. 1788, 2006" is hereby repealed in its entirety.

GIVEN FIRST, SECOND AND THIRD READING this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jack Crompton,  
Mayor

\_\_\_\_\_  
Pauline Lysaght,  
Corporate Officer

I HEREBY CERTIFY that  
this is a true copy of "Cemetery  
Management Bylaw No. 2367,  
2023".



### SCHEDULE 'A': CEMETERY FEES

INTERMENT RIGHTS: HUMAN REMAINS		
	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
<b>ADULT LOT</b>	\$ 1,500.00	\$ 1,500.00
Care Fund*	500.00	2,500.00
<b>Total Adult Lot Price</b>	<b>\$ 2,000.00</b>	<b>\$ 4,000.00</b>
<b>CHILD LOT</b>	\$ 1,125.00	\$ 1,125.00
Care Fund*	375.00	1,125.00
<b>Total Child Lot Price</b>	<b>\$ 1,500.00</b>	<b>\$ 2,250.00</b>
<b>INFANT LOT</b>	\$ 750.00	\$ 750.00
Care Fund*	250.00	750.00
<b>Total Infant Lot Price</b>	<b>\$ 1,000.00</b>	<b>\$ 1,500.00</b>
INTERMENT RIGHTS: CREMATED REMAINS		
	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
<b>IN-GROUND CREMATION LOT</b>	\$ 1,125.00	\$ 1,125.00
Care Fund*	375.00	1,125.00
<b>Total In-Ground Cremation Lot Price</b>	<b>\$ 1,500.00</b>	<b>\$ 2,250.00</b>
<b>IN-GROUND DOUBLE CREMATION LOT</b>	\$ 1,950.00	\$ 1,950.00
Care Fund*	650.00	1,950.00
<b>Total In-Ground Double Cremation Lot Price</b>	<b>\$ 2,600.00</b>	<b>\$ 3,900.00</b>
<b>COLUMBARIUM CREMATION LOT</b>	\$ 1,125.00	\$ 1,125.00
Care Fund*	375.00	1,125.00
<b>Total Columbarium Lot Price</b>	<b>\$ 1,500.00</b>	<b>\$ 2,250.00</b>
<b>CREMATION SCATTERING</b>	\$ 300.00	\$ 300.00
Care Fund*	50.00	200.00
<b>Total Scattering Price</b>	<b>\$ 350.00</b>	<b>\$ 500.00</b>

**SCHEDULE 'A': CEMETERY FEES cont.**

<b>INTERMENT</b>	
Adult Interment	\$ 2,100.00
Child Interment	\$ 1,500.00
Infant interment	\$ 1,050.00
Cremated Remains: In-Ground Interment	\$ 600.00
Cremated Remains: In-Ground Liner ( <i>mandatory</i> )	100.00
<b>Total In-Ground Cremation Interment Fee:</b>	<b>\$ 700.00</b>
Cremated Remains: Columbarium Inurnment	\$ 500.00
Weekend / Interment (add to above)	\$ 1,000.00
Holiday Interment (add to above)	\$ 1,500.00
<b>MEMORIALS</b>	
In-Ground Lot: Memorial Marker Installation	\$ 350.00
In-Ground Lot: Memorial Care Fund*	50.00
<b>Total In-Ground Memorial:</b>	<b>\$ 400.00</b>
Columbaria Niche: Panel Engraving	\$ 500.00
Columbaria Niche: Panel Removal / Urn Placement / Panel Re-Install	350.00
Columbaria Niche: Care Fund*	50.00
<b>Total Columbaria Niche Memorial:</b>	<b>\$ 900.00</b>
Scattering Memorial: Bronze Plaque, Engraving & Installation	\$ 350.00
Scattering Memorial: Care Fund*	50.00
<b>Total Scattering Memorial:</b>	<b>\$ 400.00</b>
<b>Memorials:</b> Extra inscription or engraving, special characters, photos, other customization – subject to RMOW approval.	<i>By Quotation</i>
<b>Other:</b> Interment Rights Transfer / Records & Administration Fee	\$ 75.00

*Cemetery Fees – except Care Fund contributions - subject to GST*

*\*Care Fund fees are mandatory by law*

*Fees subject to change*