



THE CORPORATION OF THE VILLAGE OF FRUITVALE

BYLAW NO. 934, 2022

A Bylaw to Provide Regulations of the Operation and Maintenance of the Fruitvale Memorial Cemetery

WHEREAS Council of the Corporation of the Village of Fruitvale deems it desirable to repeal all previous bylaws of the Village governing the Fruitvale Memorial Cemetery operations, and to enact new regulations hereto;

NOW THEREFORE, the Village of Fruitvale Council, in open meeting assembled, enacts as follows:

1. **TITLE**

This bylaw shall be cited as "Village of Fruitvale Operations and Maintenance of the Fruitvale Memorial Cemetery Bylaw No. 934, 2022".

2. **REPEAL**

"Village of Fruitvale Cemetery Operation and Maintenance Bylaw 855, 2014" and all amendments thereto, are hereby repealed.

3. **SEVERABILITY**

Each section of this Bylaw shall be severable. If any provision of this Bylaw is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed, and the illegality or invalidity shall not affect the validity of the remainder of this Bylaw.

4. **DEFINITIONS**

In this Bylaw unless the context otherwise requires,

- "Administrator"** means the person duly appointed as Chief Administrative Officer from time to time by the Council.
- "Corporation"** means THE CORPORATION OF THE VILLAGE OF FRUITVALE.
- "Child"** means any person one year old and up to and including twelve years of age. (Casket size not to exceed 3'6", 107 cm).
- "Columbarium"** means an above-ground granite structure for cremated remains.
- "Cremains"** means the abbreviated form of cremated remains.
- "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.
- "Grave"** means a space of ground in a cemetery used or intended to be used for the burial of human or cremated remains.
- "Grave Liner"** means a ridged shell structure to cover a casket for a grave interment or an urn for a cremated interment.
- "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"** means any child up to the age of one year.
- "Interment"** means the act of burying a casket or urn in a grave or niche.
- "Niche"** means a recess hole in a wall of a columbarium used or intended to be used for the interment of cremated remains.
- "Non-Resident"** means any person who does not meet the criteria of a resident.
- "Resident"** means
- a. a person residing in the eastern section of the Regional District of Kootenay Boundary; or
 - b. a person who is liable for payment of taxes of property situated within the eastern portion of the Regional District of Kootenay Boundary; or
 - c. a person who has resided in the eastern portion of the Regional District of Kootenay Boundary for a continuous period of three years but has since moved from the boundary, such residency to be established by affidavit.
- "Treasurer"** means the person duly appointed as such from time to time by the Council.

5. LOCATION

- a. The following lands owned by the Village have been set aside for cemetery purposes:

FRUITVALE MEMORIAL CEMETERY

Situated within the boundaries of the Village of Fruitvale, and containing 2.3 acres (more or less), and being legally described as: Lot 1, Plan EPP25260, District Lot 1236, Kootenay Land District; PID 029-182-794 and with a civic address of 1720 Columbia Gardens Road.

- b. A copy of the plan of the cemetery shall be filed with the Director as delegated by Consumer Protection BC and copies shall also be kept available for public inspection in the Village Office and at such other places as may be deemed necessary.

6. LICENCE TO USE THE CEMETERY

- a. The Council may grant to any person paying the fees therefore, according to the scale of fees hereinafter provided and subject to Section 4 hereof, a licence for the exclusive use by the purchaser, or their executors or administrators, of any one or more grave spaces which may be vacant and unlicensed in the cemetery, and upon payment of said fees therefore, such person or persons shall be entitled to receive a licence in the form of Schedule "A" attached hereto and forming part of this Bylaw.
- b. The Council reserves to itself the right to refuse to sell the use of more than two grave spaces to any one individual.
- c. Transfer of Licences:
 - i. If the holder of a licence to use and occupy grave space in the cemetery shall at any time desire to dispose of or transfer to another person his right to use and occupy a grave space or niche in the cemetery, he shall first furnish the Administrator with a completed Transfer of Licence form (Schedule 'C' of this bylaw) which details the full particulars of the person to who such disposal or transfer is desired to be made, together with the transfer fee as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
 - ii. Upon receipt of the prescribed transfer fee, and upon compliance with the requirements of this bylaw by the licence holder and the person to whom the licence is to be transferred, the Administrator shall effect the desired transfer by an endorsement upon the licence to that effect and shall record the same in the books or other records kept by him for that purpose.
- d. All licences issued for use of a grave space or niche in the cemetery shall be subject to the provisions of this bylaw and all bylaws now or hereafter to be passed by Council.

7. FEES, RATES AND CHARGES

- a. The fees for interment, disinterment and exhumation, use and care of grave space, use of niches, and the charges for goods offered for sale by the Village for use in the cemetery, and any other cemetery fees shall be those set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
- b. The fees set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022 shall be paid at the Village Office at the time of application for a licence and at the time of purchasing any goods or services sold by the Village in connection with the operation of the cemetery.

- c. In case of poverty, Council may consider and decide on applications for the remission of fees in whole or part, and in any such case Council may remit such fees in whole or in part.

8. PERMISSION TO INTER, DISINTER AND EXHUME

- a. No body other than human remains shall be interred in the cemetery, and no interment of human remains shall be made until a permit to inter the body has been obtained from the Village, and the fee for the interment as specified in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022 has been paid to the Village.
- b. All permits for interment of human remains in the Cemetery shall be in the form of Schedule "C" attached hereto and forming part of this Bylaw.
- c. All applications for a permit to inter in the cemetery must be made to the Administrator at the Village Office between the hours of 8:30 a.m. and 4:30 p.m. on all days of the week except Saturday, Sunday and Statutory Holidays.
- d. Infectious Diseases Special Provisions
 - i. In cases where the body of a person who dies having an infectious disease must be buried within thirty-six (36) hours of death under the requirements of Section 9.c.i. hereof, and if throughout the thirty-six (36) hours immediately following such death the Village Office is closed, permission to inter in the cemetery shall be obtained from the Administrator or the Mayor; but in no case shall a person who died having an infectious disease be buried without the consent of the Medical Health Officer.
 - ii. The Cemetery Caretaker or the person who performs the burial under the conditions of Section 8.e.i. hereof shall furnish the Administrator with full particulars of the interment, and the representative of the deceased shall furnish the Administrator with full details of the deceased as required by Section 8.d. hereof, and the person who permitted the interment shall report the matter to the Administrator.
 - iii. The information required to be given to the Administrator under the terms of Section 8.d.ii. hereof shall be made available to the Administrator as soon after such interment as the Corporation's offices are opened.
- e. No deceased person interred in the cemetery shall be disinterred or exhumed without a written order first obtained from the proper authority, in accordance with the *Cremation Interment and Funeral Services Act* (CIFS Act), SBC 2004 Chapter 35, Part 4, Section 16 and amendments thereto; and the presentation of such order to the Administrator. An Exhumation Permit will be provided to the Caretaker by the Administrator in the form of Schedule "C" attached hereto and forming a part of this Bylaw.

- f. It shall be unlawful for any person to cremate, inter or scatter cremated remains of a deceased person within the limits of the Village of Fruitvale, save and except as authorized under the terms of the "*Business Practices and Consumer Protection Act*" (BPCP Act) SBC 2004 Chapter 2 and any subsequent amendments thereto; and the "*Cremation Interment and Funeral Services Act*" (CIFS Act), SBC 2004 Chapter 35 and any subsequent amendments thereto and the Regulations made thereunder.

9. INTERMENT IN THE CEMETERY

- a. No body, other than a deceased human body, or the cremated remains or other remains of a deceased human body shall be interred in a cemetery and all interments shall be subject to and comply with the provisions of this bylaw.
- b. The holder of a licence to use and occupy grave space in the cemetery shall not allow or permit an interment to be made in the grave space to which the licence refers, nor shall he transfer or dispose of the said grave space to another person, group or organization unless such interment, transfer or disposal is made pursuant to and subject to the provisions of this bylaw.
- c. Infectious Diseases
 - i. The body of any person who dies having an infectious disease must be interred within thirty-six (36) hours after death occurs, and the Medical Health Officer shall furnish the Administrator with definite instructions respecting interments in such cases; the caretaker, or duly authorized assistant acting on his behalf, shall follow such instructions carefully and precisely in making such interments.
 - ii. The following will be considered as infectious diseases within the meaning of this Bylaw:
 - Smallpox, Asiatic Cholera, Diphtheria, Typhus Fever, Anthrax, Scarlet Fever, Bubonic Plague, Epidemic Cerebro-Spinal Meningitis, Poliomyelitis, and such others as may be hereinafter designated by the Board of Health or the Medical Health Officer.
- d. Interment Requirements
 - i. Each interment in the cemetery shall be made in a grave dug to a depth sufficient to provide for not less than 0.9m (3 ft.) of earth between the upper surface of the casket liner/vault enclosing the body resting in the grave.
 - ii. Each cremation interment in the cemetery shall provide for not less than 0.3 m (1 ft.) of earth between the general surface level of the ground at the gravesite and the upper surface of the vault enclosing the cremated remains resting in the grave.
 - iii. Only one interment, in respect to a body not in the form of cremated remains, shall be permitted in each interment grave space.

- iv. Each interment grave space containing one interment in respect to a body not in the form of cremated remains, may also provide for up to six (6) additional interments of cremated remains (two (2) per liner), as decided by the license holder as per Section 6a.
- v. A maximum of two (2) cremated remains interments shall be permitted in each cremation grave space provided that both urns will fit in one grave liner, as decided by the license holder as per Section 6a.
- vi. A casket liner/vault or cremation vault of approved non-deteriorative material shall be used for each interment or inurnment, except where concrete or steel vaults are used.
- vii. With respect to Columbarium Unit niches, a maximum of two (2) cremation remains per niche shall be permitted, provided that both urns fit in the niche.
- e. No body shall be interred in the cemetery except between the hours of 8:00 a.m. and 3:00 p.m. on weekdays, except where previous special arrangements have been made with the Caretaker.
- f. No body shall be interred in the cemetery on Saturday or Sunday or on any Statutory Holiday unless written permission of the Administrator is first obtained, except in the emergency as specified in Section 8.e.i. hereof.
- g. No vaults or other methods of interment above ground level shall be permitted in the cemetery, except for inurnment in a niche in a Columbarium Unit that has been provided at the cemetery by the Village.
- h. No grave shall be dug or opened by any person other than the Caretaker or other person duly authorized by him or the Administrator.

10. CEMETERY CARETAKER

A cemetery caretaker may be appointed by the Council, and the duties of a caretaker so appointed shall among other things be:

- a. To dig and prepare, or cause to be dug and prepared, all graves required to be dug whenever ordered to do so by the Administrator, or the person acting for him.
- b. Prepare ground and install all memorial markers.
- c. 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.
- d. Maintain records as required and submit to the Administrator whatever reports are required by him.
- e. Complete other work as may be directed by the Administrator.

11. ADMINISTRATION

- a. The Administrator shall maintain records as necessary to the administration and management of the cemetery, and as required by the Regulations under the *Business Practices and Consumer Protection Act (BPCP Act)* and the *Cremation Interment and Funeral Services Act (CIFS Act)* as amended from time to time.
- b. Subject to the provisions of this bylaw, the Administrator is hereby authorized, on behalf of the Village, to grant a licence in the form set out in Schedule "A" hereof in respect of any unoccupied and unlicensed grave space or niche in the cemetery and to charge a fee, as specified in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
- c. The Administrator shall issue all permits for interment required by this Bylaw, except as otherwise provided herein.
- d. Upon issuing any permits for interment in the cemetery, or upon receiving an order for a disinterment or exhumation from the proper authority as required by Section 8.e. hereof, the Administrator shall confirm the time of the intended interment, disinterment or exhumation, assuring the name of the deceased, the number and location of the grave space concerned, and any instruction of the Medical Health Officer, relative to the interment, disinterment or exhumation be completed as documented, and shall notify the Caretaker before the time of the intended interment, disinterment or exhumation, giving the name of the deceased and the number and location of the grave space concerned.

12. CARE FUND AND CAPITAL IMPROVEMENT FUND

- a. The Cemetery Care Fund and the Cemetery Capital Improvement Fund are established and will operate in accordance with the requirements of the *Cremation Interment and Funeral Services Act (CIFS Act)* and the *Regulations made under that Act*.

The establishment and administration of a municipal cemetery care fund and a capital improvement fund shall be in accordance with the procedures hereinafter set out. The interest and principal accruing to the Capital Improvement Fund shall be used for the purchase and development of lands for cemetery purposes in the future.

- i. The Administrator shall deposit all funds received, for Care Fund and Capital Improvement Fund purposes into the Cemetery Care Fund and Capital Improvement Fund Accounts respectively, to be held there, pending investment as hereinafter provided.
- ii. On all licences for use of grave or niche space sold and memorial marker settings provided by the Village, the Administrator shall pay 25% of the total in each the Cemetery Care Fund and Capital Improvement Fund Accounts respectively, from the fees received for each, the amount specified in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.

- iii. On all licences for the use of grave space, and on all contracts or agreements for the sale of such licences, the amount required to be used for Care Fund and Capital Improvement Fund purposes shall be specified.
 - iv. Any owner of a memorial marker desiring to install same in the cemetery shall pay to the Village at the time of the installation of such memorial, the sum specified in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022 as a contribution to the Cemetery Care Fund and Capital Improvement Fund, and such amounts, when received, shall be paid by the Administrator into the Cemetery Care Fund and Capital Improvement Fund Accounts for investment as hereinafter provided.
 - v. Investment of funds received for Care Fund purposes shall be made as required by the Regulation under the "*Business Practices and Consumer Protection Act (BPCP Act) and the Cremation Interment and Funeral Services Act (CIFS Act) and Regulations*" applicable to a Municipal Cemetery Care Fund.
 - vi. The principal sum of the "Cemetery Care Fund" shall not be reduced otherwise than in accordance with an order of the Director of the Business Practices and Consumer Protection Authority, under the "*Cremation Interment and Funeral Services Act (CIFS Act) and Regulations*".
- b. A separate account of all monies received under the provisions of this bylaw, and of all monies expended hereunder, shall be kept by the Treasurer.

13. MEMORIALS

- a. Effective September 1, 2008, all memorial markers must conform to the specifications set out in this section of this bylaw.
- b. All non-conforming markers placed prior to September 1, 2008 are considered grandfathered and are not subject to these provisions, however if the grandfathered markers are removed, the replacement marker must conform to the current specifications set out in this bylaw.
- c. Where a relative of a deceased person wishes to place a memorial marker on a grave, the marker shall be placed subject to the following conditions:
 - i. Installation, removal and re-installation must be carried out by the Caretaker.
 - ii. Only markers of the following materials and sizes will be permitted for full size graves:

Bronze

Size: 30.5cm x 50.8cm (12" x 20")
 or 40.7cm x 71.2cm (12" x 24") with a concrete border of 5cm (2")

Granite or Marble

Size: 30.5cm x 50.8cm (12" x 20")
 40.7cm x 71.2cm (16" x 28")
 45.7cm x 76.2cm (18" x 30")
 55.9cm x 76.2cm (22" x 30")

- iii. All Memorial Markers must be no less than 7.6cm (3") in depth.
 - iv. Single grave markers may include not more than one in-ground flower pot and double grave markers may include not more than two in-ground flower pots.
 - v. The supply and installation of flower pots into the base of the memorial marker must be made at the same time as arrangements for the purchase of a memorial marker. The Village of Fruitvale does not supply
 - vi. Memorial Markers will be installed level with the surfaces of the surrounding ground.
 - vii. Charges for installation shall be as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022 and shall be paid at the same time as burial fees.
- d. Markers for cremated remains, both in the cremation section and cremated remains interred in a full burial grave space, shall not exceed 40.7cm x 71.2cm (12" x 24") if applicable, a concrete border of 5cm (2") must be inclusive of 40.7cm x 71.2cm (12"X 24").
 - e. Memorial markers shall not include raised pictures and the Village shall not be responsible for any damage to non-conforming markers installed prior to this bylaw. If a memorial marker with a picture is removed, the replacement marker must conform to the current specifications set out in this bylaw.
 - f. Markers for cremated remains inurned in a Columbarium niche shall be provided by the Village at time of purchase of the niche and shall be subject to an installation charge as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
 - g. Markers for the Memorial Stone Monument located in the cemetery shall be bronze scroll design, size 9.5cm x 3.8cm (3.75" x 1.5") and shall be ordered through the Village and subject to an installation charge as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
 - h. After October 1st in each year, the installation of monuments will be subject to weather conditions. Once there is ground frost and a layer of snow on the ground, the cemetery will cease the installation of flat monuments.
 - i. No grave or grave space shall be defined by a fence, railing, coping, curbing, hedge, or by any marking other than a memorial marker as regulated in this section, unless written permission is obtained from Village Council.

14. CANCELLATIONS AND REFUNDS

- a. To cancel a grave space, the purchaser must provide a written notice of cancellation. Such notice of cancellation must be forwarded to the Village of Fruitvale, Box 370, Fruitvale, BC V0G 1L0 by a method that allows proof of delivery such as registered mail, electronic mail, facsimile or personal delivery.

b. Refunds

- i. **INTERMENT RIGHTS FOR GRAVE SPACES:** Refunds payable shall be the original purchase price of the grave space identified prior to use LESS the amount of the Care Fund contribution for the grave space and LESS the current Administration Fee as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022.
- ii. Upon confirmation of the requesting party/deceased's estate's legal right to receive a refund, the Fruitvale Memorial Cemetery will provide any refund owing within 30 days from the confirmation date.

15. GENERAL

- a. Cut flowers, wreaths and floral offerings may be placed on graves but shall be removed by the Caretaker when their condition is considered by him to be detrimental to the aesthetics of the cemetery or to the functioning of regular maintenance in the cemetery. Artificial flowers and other tokens of remembrance composed of artificial foliage are permitted in the cemetery only from October 1st to May 1st inclusive. Only in-ground flower pots are permitted in the cemetery.
- b. Cut flowers, wreaths and floral offerings will be removed from the gravesites and not returned, each Friday for cemetery maintenance May 1st to October 1st. It is recommended that cut flowers, wreaths and floral offerings not be placed on the gravesites on Fridays during this period of time except in the event of a funeral service. The Village will not be responsible for the condition of live items or lost or stolen items.
- c. No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs, or rocks in the cemetery other than those persons duly authorized by the Village of Fruitvale.
- d. All persons are prohibited from damaging or defacing any memorial, fence, gate, or structure in the cemetery, or any improvements in the cemetery.
- e. No person shall enter the cemetery in a vehicle after sunset or drive a vehicle in the cemetery at any time at a speed of more than 15 kilometres per hour, and all vehicles and their drivers while in the cemetery grounds shall be subject to the directions and orders of the Cemetery Caretaker.
- f. All persons and funeral processions in the cemetery shall obey the reasonable instructions of the Cemetery Caretaker, but any person not behaving with proper decorum with the cemetery or disturbing the quiet and good order of the cemetery, may be evicted therefrom by the Cemetery Caretaker.
- g. The discharging of firearms, other than in regular volleys at military burial services, is prohibited in the cemetery.
- h. Any person who willfully destroys, mutilates, defaces, injures, or removes any tomb, monument, gravestones, 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, gravestone, or other structure aforesaid or lot within the cemetery, or willfully destroys, cuts, breaks, or injures any shrub or plant, or plays at any game or sport, or discharges firearms (save at a military funeral) or who willfully or unlawfully disturbs persons assembled for the purpose of burying a body therein, or who commits a nuisance, or at any time behaves in an indecent and unseemly manner, or deposits any rubbish or offensive matter or thing in the cemetery, or in any way violates any grave, tomb, or vault, or other structure within the cemetery, shall be guilty of an infraction of this Bylaw, and liable to the penalties hereof.

- i. No person shall solicit orders for markers, tablets, memorials, curbing, capping, or like works within the limits of the cemetery.
- j. The cemetery shall be deemed open at 7:00 a.m. every morning and closed every evening at 9:00 p.m. Any person in the cemetery between 9:00 p.m. and 7:00 a.m. the following morning, without special permission of the Cemetery Caretaker, shall be deemed guilty of an infraction of this Bylaw and liable to the penalties thereof.
- k. Every person who commits an offence against this bylaw is liable to a fine and penalty of not less than Fifty Dollars (\$50.00) and not more than Ten Thousand Dollars (\$10,000.00) or to imprisonment for any period not exceeding six (6) months, or both, and shall be liable for costs of the prosecution.
- l. Notwithstanding anything herein contained, the administration of the cemetery shall be carried out at all times in accordance with the "*Business Practices and Consumer Protection Act (BPCP Act) and the Cremation Interment and Funeral Services Act (CIFS Act) and Regulations*" made thereunder.

READ a first time this 10th day of January, 2022.

READ a second time this 10th day of January, 2022.

READ a third time this 6th day of September 2022.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 3rd day of October, 2022.

Mayor

Chief Administrative Officer

CERTIFIED a true copy of Bylaw 934 cited as "Village of Fruitvale Cemetery Operation and Maintenance Bylaw 934, 2022".

Dated this 6th day of October, 2022.

Chief Administrative Officer



CEMETERY BYLAW #934, 2022 - SCHEDULE "A"

FRUITVALE MEMORIAL CEMETERY

1720 Columbia Gardens Road
Box 370, Fruitvale, BC V0G 1L0
Phone: 250-367-7551 Fax: 250-367-9267

CEMETERY PLOT LICENCE

This agreement, made on _____ / _____ / _____
(month) (day) (year)

Between:

The Corporation of the Village of Fruitvale
1947 Beaver Street, PO Box 370
Fruitvale BC V0G 1L0
Phone: 250-367-7551 Fax: 250-367-9267

And:

_____ (First Name, Last Name)
_____ (Street Address)
_____ (Mailing Address)
_____ (Phone Number)

Hereinafter known as the Cemetery Plot Licence Holder

Grave Space:

The Corporation of the Village of Fruitvale sells interment rights for following grave space:

_____ Block _____ Plot _____ Niche

to the Cemetery Plot Licence Holder for the sum of:

\$ _____ Cost of Plot
\$ _____ Cemetery Care Fund
\$ _____ Cemetery Capital Improvement Fund
\$ _____ TOTAL

The grave space is sold solely for the purpose of interment and in accordance with and subject to the Corporation of the Village of Fruitvale Cemetery Bylaw and the British Columbia Cremation, Interment and Funeral Services Act. A Cemetery Plot Licence holder does not acquire any right or interests in the roads, paths, and structures that allow access to and from any lot at the Village of Fruitvale Memorial Cemetery.

This Cemetery Licence can only be transferred as per Section 6 of the Bylaw. It must be returned to the Corporation of the Village of Fruitvale, who may issue a new certificate to a new Cemetery Plot Licence Holder. If the holder of the Cemetery Licence does not want to retain the licence, the holder may resell the grave space back to the Corporation of the Village of Fruitvale. The municipality original purchase price of the grave space identified LESS the amount of the Care Fund contribution for the grave space and LESS the current Administration Fee as set out in Appendix 4 of the Village of Fruitvale Rates, Fees and Charges Bylaw No. 939, 2022

The Village of Fruitvale reserves the right to reclaim the interment rights for an unused plot where such reclamation will be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the Cremation, Interment, and Funeral Service Regulation of BC.

Cemetery Plot Licence Holder

Authorized Person for the Village of Fruitvale



CEMETERY BYLAW #934, 2022 - SCHEDULE "B"

FRUITVALE MEMORIAL CEMETERY

1720 Columbia Gardens Road
Box 370, Fruitvale, BC V0G 1L0
Phone: 250-367-7551 Fax: 250-367-9267

CEMETERY LICENCE TRANSFER

_____/_____
Date

To: The Caretaker of the FRUITVALE MEMORIAL CEMETERY

I, _____ of _____
Name Address

being the Holder of the licence for the Plot issued under the Bylaw (the "Licence") and having paid the fee of \$ _____ to the Village of Fruitvale, do hereby transfer

_____ Block _____ Plot _____ Niche

to

_____ of _____
Name Address

Previous Owner Signature

New Owner Signature



CEMETERY BYLAW #934, 2022 - SCHEDULE "C"

FRUITVALE MEMORIAL CEMETERY

1720 Columbia Gardens Road
Box 370, Fruitvale, BC V0G 1L0
Phone: 250-367-7551 Fax: 250-367-9267

INTERMENT RIGHT CONTRACT

This **PURCHASE AGREEMENT** is entered into between the Corporation of the Village of Fruitvale and the undersigned **Purchaser** named herein.

DATE: _____

Purchaser: _____

Address: _____

Phone: _____ **Cell:** _____ **Email:** _____

INTERMENT PARTICULARS

Interment of human remains or Interment of Cremated Remains
 Exhumation or Disinterment of human remains or Exhumation or Disinterment of Cremated Remains

Block: _____ **Plot:** _____ **Niche:** _____

Date of Interment/Disinterment/Exhumation: _____

Cemetery Plot Licence Holder Information:

Last Name: _____
First Name: _____
Str Address: _____
City: _____
Province: _____
Postal Code: _____

Deceased Information:

Last Name: _____
First Name: _____
Str Address: _____
City: _____
Province: _____
Postal Code: _____
Age: _____
Date of Birth: _____
Place of Birth: _____
Date of Death: _____
Place of Death: _____
Resident? YES NO
Death Certificate Received

Next of Kin Information:

Last Name: _____
First Name: _____
Str Address: _____
City: _____
Province: _____
Postal Code: _____
Phone: _____

FEES

PLOT/NICHE:	\$
CARE FUND:	\$
CAPITAL IMPROVEMENT FUND:	\$
OPEN & CLOSING:	\$
GRAVE LINER:	\$
EXTRA INTERMENT CHARGES:	\$
MARKER INSTALLATION:	\$
CARE FUND:	\$
CAPITAL IMPROVEMENT FUND:	\$
MISCELLANEOUS:	\$
TOTAL PAID:	\$

PAYMENT TERMS: For the goods and services listed, payment in full is required at the time of entering into this agreement.

PAYMENT METHOD: CASH CHEQUE INTERAC EFT

IN WITNESS WHEREOF the parties executed this agreement on the _____ day of _____, 20____.

Print Name of Purchaser/Authorized Person or Agent

Relationship to Deceased

Signature of Purchaser/Authorized Person or Agent

Name of Funeral Home

Signature of Executor/Authorized Person or Agent
(If different than above)

Signature for the Village of Fruitvale

Signature of Executor/Authorized Person or Agent
(If different than above)

Print Name of Cemetery Representative

TERMS AND CONDITIONS

CONTRACTUAL OBLIGATION

This Agreement is binding on the signatory parties, their heirs, successors, personal representatives and permitted assigns. The contract is subject to the *Business Practices and Consumer Protection Act*; *Cremation, Interment and Funeral Services Act* and related regulations.

INTERMENT RIGHTS

The sale of interment right is not the sale of a plot but **the right to be interred in an assigned plot**. An interment right holder does not acquire any right or interests in the roads, paths and other areas that allows access to and from any lot at the Fruitvale Memorial Cemetery. The interment right holder also does not acquire any right or interest in any gardens, structures, buildings or other property at the **Fruitvale Memorial Cemetery**.

REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, the **Fruitvale Memorial Cemetery** cannot proceed with the interment of human remains at the cemetery unless a written authorization for disposition is received in advance from the person with the legal right to authorize the disposition of the deceased.

RECLAMATION OF UNUSED INTERMENT RIGHTS

The Village of Fruitvale reserves the right to reclaim the interment rights for an unused plot where such reclamation shall be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the *Cremation, Interment and Funeral Service Regulation of BC* as follows:

- 25** (1) With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if
- the owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age,
 - a period of at least 50 years has elapsed from the date the prior right of interment was sold,
 - at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
 - the operator has made diligent attempts to contact the interment right holder but is not able to locate or contact the interment right holder.
- (2) On receipt of an application from an operator, the director may approve or reject the application for a sale of the right of interment with or without conditions.
- (3) If the director refuses the application, the director must give the applicant written reasons for the decision.
- (4) If a right of interment for a lot is sold in the circumstances described in subsection (1), and the right of interment is subsequently required for use by the original interment right holder, the operator must provide another right of interment of equal or greater value that is acceptable to the original interment right holder or the person who has authority under section 5 of the Act with respect to the deceased interment rights holder.

Control of disposition of human remains or cremated remains

By signing this Agreement, the purchasers acknowledges that he/she/they has the authority under S.5 *Cremation, Interment and Funeral Services Act* to act on behalf of the Interment Right Holder

Requirement for authorization before funeral services or disposition

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

Protection from liability

- 9** If (a) there is an error or omission in an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] to an operator or a funeral provider, or
- (b) the person who signed an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] 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.

INFORMATION POLICY

The collection, use, disclosure and retention of personal information acquired by the cemetery in the process of providing goods and services is subject to the *Freedom of Information & Protection of Privacy Act* RSBC 1996 Chapter 165.

BYLAWS, RULES & REGULATIONS

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the cemetery as may be currently in effect or from time to time amended by the **Fruitvale Memorial Cemetery**.

CANCELLATION & REFUNDS:

To cancel, you must provide a written notice of cancellation. The notice must be forwarded to the Village of Fruitvale, Box 370, Fruitvale, BC V0G 1L0. The notice of cancellation must be by a method that will allow you to prove that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.

- INTERMENT RIGHTS FOR LOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the space and LESS the current Administration Fee.
- CARE FUND CONTRIBUTIONS:** If you cancel interment rights after funds have been deposited into the Care Fund, the amount deposited into the Care Fund shall not be refundable.
- Upon confirmation of the requesting party/deceased's estate legal right to receive any refund, the **Fruitvale Memorial Cemetery** will provide any refund owing within 30 days from the confirmation date.

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

- The Purchaser, by signing this agreement, acknowledges that the **Fruitvale Memorial Cemetery**, in the course of providing the goods and services requested shall as required by law or as it deems necessary collect, retain and disclose such personal information as is necessary to fulfill the terms and conditions of this agreement. The use of personal information about the purchaser or a deceased person shall be strictly controlled and will never be provided to another party or organization unless required to provide a good or service under this agreement or is required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the Village of Fruitvale to, from time to time as requested, provide interment or memorial locations to cemetery visitors.
- The Purchaser, by signing this agreement, waives any responsibility or liability of the **Fruitvale Memorial Cemetery** to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any monument, marker or memorial installed for display at the cemetery.

CEMETERY RULES AND REGULATIONS

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement, and acknowledges and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with all of the facilities of the cemetery are subject without exception to the Bylaws, Rules and Regulations and Schedule of Rates for the cemetery in their entirety now or hereafter in effect.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations of the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Bylaws, Rules and Regulations of the cemetery.
- The Village of Fruitvale reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tributes which do not comply with the cemetery Bylaws, Rules and Regulations.
- Subject to a request being made in advance and with the permission and at the sole discretion of the Cemetery Supervisor, he **may** allow the display of normally unauthorized items on interment lots and memorial sites on holidays, anniversaries or other dates that were of significance to the deceased memorialized. Such displays will be permitted to remain on the site for no more than the number of days allowed by the Cemetery Supervisor and will be removed thereafter without prior notice.

By placing your initials on this page, you agree and accept the above noted terms and conditions.

PURCHASER'S INITIALS _____