



# THE CORPORATION OF THE VILLAGE OF FRUITVALE

## BY-LAW NO. 801

### A By-law Relating to the Operation and Maintenance of the Cemeteries

WHEREAS the Municipal Council of the of the Corporation of the Village of Fruitvale deems it desirable to repeal all previous by-laws 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. In this By-law unless the context otherwise requires,

- “Administrator”** means the person duly appointed as such from time to time by the Council.
- “Corporation”** means THE CORPORATION OF THE VILLAGE OF FRUITVALE.
- “Caretaker(s)”** means the person or persons duly appointed from time to time as Caretaker or Caretakers of the Cemetery or Cemeteries of the Corporation.
- “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).
- “Cemetery”** means and includes the parcel or tract of land owned, used or maintained by The Corporation of the Village of Fruitvale as a place for the interment of human remains either within or without the Municipality.
- “Columbarium”** means an above ground granite structure for cremated remains.
- “Council”** means the Council of the Corporation of the Village of Fruitvale.
- “Cremains”** means the abbreviated form of cremated remains.
- “Grave”** is one kind of a lot and 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 inurnment.
- “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.
- “Medical Health Officer”** means the person duly appointed from time to time by the Corporation to act as Medical Health Officer for The Corporation of the Village of Fruitvale.
- “Niche”** is a recess hole in a wall of a columbarium used or intended to be used for the inurnment of cremated remains.
- “Non-Resident”** means any person who has not lived within the easterly portion of the Regional District of Kootenay Boundary for more than one year prior to the purchase of a grave space.
- “Mayor”** includes the Acting Mayor
- “Resident”** means 1. a person residing in the easterly portion of the Regional District of Kootenay Boundary.

2. a person residing outside of the easterly portion of the Regional District of Kootenay Boundary, who is liable for payment of taxes of property situate with the easterly portion of the said Regional District.
3. a person who has resided in the easterly 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.

**“Village”** means the Corporation of the Village of Fruitvale.

**“Works Foreman”** means the person or persons appointed or employed by the Village from time to time to act as supervisor of the public works department.

2. The following lands owned by the Corporation have been set aside for cemetery purposes:

**FRUITVALE MEMORIAL CEMETERY**

Situated with the boundaries of the Village of Fruitvale, and containing 2.3 acres (more or less), and being legally described as: “Parcel ‘A’ of Block 141, Plan 785B of District Lot 1236, Kootenay Land District

3. A copy of the plan of the cemetery shall be filed with the Minister and copies shall also be kept available for public inspection in the Municipal Office and at such other places as may be deemed necessary.

**LICENSE TO USE THE CEMETERY**

4. 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 license for the exclusive use by him, or his 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 license in the form of Schedule “A” attached hereto and forming part of this By-law.
5. The Council reserves to itself the right to refuse to sell the use of more than two grave spaces to any one individual.
6.
  - (1) If the holder of a license 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/she shall first furnish the Administrator with a completed Transfer of License form (Schedule ‘B4’ 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 prescribed in Schedule “C” of this by-law.
  - (2) If the license to be transferred related to a grave space or niche located in an area reserved under an agreement made between Council and an organization pursuant to Section 4 hereof, the requirements of said Section 4 concerning entitlement to burial in a reserved section of the cemetery shall apply to the person to whom the transfer is to be made.
  - (3) Upon receipt of the prescribed transfer fee, and upon compliance with the requirements of this by-law by the license holder and the person to whom the license is to be transferred, the Administrator shall effect the desired transfer by an endorsement upon the license to that effect, and shall record the same in the books or other records kept by him/her for that purpose.
7. All licenses issued for use of a grave space or niche in the cemetery shall be subject to the provisions of this By-law and all By-laws now or hereafter to be passed by Council.

### **FEES AND CHARGES**

8. (1) The fees for interment and disinterment, 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 Schedule “C” attached hereto and forming part of this By-law.
- (2) The fees set out in Schedule “C” to this By-law shall be paid at the Village Office at the time of application for a license and at the time of purchasing any goods or services sold by the Corporation in connection with the operation of the cemetery.
9. In case of poverty, the Council may consider and decide on applications for the remission of fees in whole or part, and in any such case the Council may remit such fees in whole or in part.

### **PERMISSION TO INTER AND EXHUME**

10. No body other than a deceased human body shall be interred in the cemetery, and no interment of a body 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 Schedule “C” hereof has been paid to the Village.
11. All permits for interment of deceased persons in the Cemetery shall be in the form of Schedule “B” attached hereto and forming part of this By-law.
12. 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.
13. Any person who makes application for an interment permit, or who requires an interment to be made, shall furnish the Administrator with a statement of the name, age, date of death of the deceased, date and time of funeral, whether or not death was caused by an infectious disease designated in Section 19(2), and such other information as may be reasonably required.
14. (1) In the 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 19 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.
- (2) The Cemetery Caretaker or the person who performs the burial under the conditions of subsection (1) of this section 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 13 hereof, and the person who permitted the interment shall report the matter to the Administrator.
- (3) The information required to be given to the Administrator under the terms of subsection (2) of this section shall be made available to the Administrator as soon after such interment as the Corporation’s offices are opened.
15. No deceased person interred in the cemetery shall be exhumed without a written order first obtained from the proper authority, in accordance with the requirements to the “*Business Practices and Consumer Protection Act (BPCP Act) and the Cremation Interment and Funeral Services Act (CIFS Act) and Regulations*” and the presentation of such order to the Administrator. An Exhumation Permit will be provided to the Caretaker by the Administrator.
16. It shall be unlawful for any person to cremate, inter or scatter cremated remains of a deceased person within the limits of the Corporation of the Village of Fruitvale, save and except as authorized under the terms of the “*Business Practices and Consumer Protection Act (BPCP Act) and the Cremation Interment and Funeral Services Act (CIFS Act)*” and the Regulations made thereunder.

**INTERMENT IN THE CEMETERY**

17. 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 by-law.
18. The holder of a license 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 license refers, nor shall he/she 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 By-law.
19.
  - (1) 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.
  - (2) The following will be considered as infectious diseases within the meaning of this By-law:
 

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.
20.
  - (1) Each interment in the cemetery shall be made in a grave dug to a depth sufficient to provide for not less than .9 (3 ft) of earth between the upper surface of the casket liner/vault enclosing the body resting in the grave.
  - (2) Each cremation interment in the cemetery shall provide for not less than .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.
  - (3) Only one interment, in respect to a body not in the form of cremated remains, shall be permitted in each interment grave space.
  - (4) 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 three (3) additional interments of cremated remains.
  - (5) Maximum of two (2) cremated remains interment shall be permitted in each cremation grave space provided that both urns will fit in one grave liner.
  - (6) 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.
  - (7) With respect to the Columbarium Unit, a maximum of two cremations per niche shall be permitted, provided that both urns fit in the niche.
21. 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 Works Foreman.
22. 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 14 hereof.
23. No vaults or other methods of interment above ground level shall be permitted in the cemetery, except for inurnment in a niche in the columbarium unit that has been provided at the cemetery by the municipality
24. No grave shall be dug or opened by any person other than the Caretaker or other person duly authorized by him or the Administrator.

### **CEMETERY CARETAKER**

25. A cemetery caretaker may be appointed by the Council, and the duties of a caretaker so appointed shall among other things be:
- (1) 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.
  - (2) Install all memorial tablets, and construct all foundations for memorials.
  - (3) 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.
  - (4) Maintain records as required and submit to the Administrator whatever reports are required by him.
  - (8) Complete other work as may be direct by the Administrator.

### **ADMINISTRATION**

26. 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.
27. Subject to the provisions of this By-law, the Administrator is hereby authorized, on behalf of the Municipality, to grant a license 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, according to the scale of fees and charges specified in Schedule "C" of this By-law.
28. The Administrator shall issue all permits for interment required by this By-law, except as otherwise provided herein.
29. Upon issuing any permits for interment in the cemetery, or upon receiving an order for exhumation from the proper authority as required by Section 17 thereof, the Administrator shall confirm the time of the intended interment or exhumation, assuring the name of the deceased, the number and location of the grave space concerned, and any instruction of the Health Officer, relative to the interment or exhumation be completed as documented, and shall notify the Caretaker before the time of the intended interment or exhumation, giving the name of the deceased and the number and location of the grave space concerned.

### **CARE FUND AND CAPITAL IMPROVEMENT FUND**

30. (1) The Cemetery Care Fund and the Cemetery Capital Improvement Fund are established in accordance with the requirements of the Regulations made under the *Business Practices and Consumer Protection Act (BPCP Act)* and the *Cremation Interment and Funeral Services Act (CIFS 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.
- (2) The Financial 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.
- (3) On all licenses for use of grave or niche space sold and memorial marker settings provided by the Village, the Financial 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 Schedule "C".
- (4) On all licenses for the use of grave space, and on all contracts or agreements for the sale of such licenses, the amount required to be used for Care Fund and Capital Improvement Fund purposes shall be specified.

- (5) Any owner of a memorial marker desiring to install same in a cemetery shall pay to the Village prior to the installation of such memorial, the sum specified in Schedule "C", as a contribution to the Cemetery Care Fund and Capital Improvement Fund, and such amounts, when received, shall be paid by the Financial Administrator into the Cemetery Care Fund and Capital Improvement Fund Accounts for investment as hereinafter provided.
  - (6) 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.
  - (7) 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 "*Business Practices and Consumer Protection Act (BPCP Act) and the Cremation Interment and Funeral Services Act (CIFS Act) and Regulations*".
31. A separate account of all monies received under the provisions of this By-law, and of all monies expended hereunder, shall be kept by the Treasurer.

### **MEMORIALS**

32. Effective September 1, 2008, all memorial markers must conform to the specifications set out in this section of the bylaw. All non-conforming markers placed prior to September 1<sup>st</sup>, 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.

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:

Installation, removal and re-installation must be carried out by the Caretaker.

- (1) Only markers of the following materials and sizes will be permitted for full size graves:

#### Bronze

Size: .305m x .508m or .407m x .712m with a concrete border of 5cm (2")  
(12" x 20") (16" x 28")

#### Granite or Marble

Size: .305m x .508m; .305m x .600m; .457m x .762m; .559m x .762m  
(12" x 20") (12" x 24") (18" x 30") (22" x 30")

- (2) All Memorial Markers must be no less than 7.6cm (3") in depth
- (3) Single grave markers may include not more than one flower pot and double grave markers may include not more than two follower pots.
- (4) Memorial Markers will be installed level with the surfaces of the surrounding ground.
- (5) Charges for installation shall be as set out in Schedule "C" of this By-law.

33. Markers for cremated remains, both in the cremation section and cremated remains interred in a full burial grave space, shall not exceed 12" x 24" including a concrete border of 2" (5 cm).

34. The Village shall not be responsible for any damage to pictures on memorial markers, except where it can be determined to be a result of maintenance operations.
35. Beginning each October 1<sup>st</sup> 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. After October 1<sup>st</sup>, flat monument installations are not guaranteed.
36. 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 outlined in the preceding section, unless written permission is obtained by Village Council.

**CANCELLATIONS AND REFUNDS:**

37. To cancel a grave space, the purchaser 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 by a method that will allow you to prove that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.
- (a) **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.
  - (b) **CARE FUND CONTRIBUTIONS:** If you cancel interment rights after funds deposited into the care fund, the amount deposited into the care fund shall not be refundable.
  - (c) 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.

**GENERAL:**

38. (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 for the purpose of regular maintenance of the cemeteries. Artificial flowers and other tokens of remembrance composed of artificial foliage are permitted in the Cemetery only from October 1<sup>st</sup> to May 1<sup>st</sup> inclusive. Only proper flower containers are permitted; these can be made available by the Cemetery Caretaker. Charges for supply and installation of such containers shall be as set out in Schedule "C" of this By-law.
- (b) Cut flowers, wreaths and floral offerings will be removed from the gravesites and not returned, each Friday for cemetery maintenance May 1 to October 1. It is recommended that cut flowers, wreaths and floral offerings not be placed on the gravesites on this day of the week during this period of time unless in the event of a funeral service. The Village will not be responsible for the condition of live items or lost or stolen items.
39. 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.
40. All persons are prohibited from damaging or defacing any memorial, fence, gate, or structure in the cemetery, or any improvements in the cemetery.
41. 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 Caretaker.
42. All persons and funeral processions in the cemetery shall obey the reasonable instructions of the 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 Caretaker.
43. The discharging of firearms, other than in regular volleys at military burial services, is prohibited in the cemetery.
44. Any person who willfully destroys, mutilates, defaces, injures, or removes any tomb, monument, grave-stones, 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 aforesaid or lot with 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 same, shall be guilty of an infraction of this By-law, and liable to the penalties hereof.
45. No person shall solicit orders for markers, tablets, memorials, curbing, cappings, or like works within the limits of the cemetery.

- 46. The cemetery shall be deemed open at seven (7) o'clock every morning and closed every evening at nine (9) o'clock. Any person in the cemetery between nine (9) p.m. and seven (7) a.m. the following morning, without special permission of the Caretaker, shall be deemed guilty of an infraction of this By-law and liable to the penalties thereof.
- 47. Every person who commits an offence against this by-law 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.
- 48. Notwithstanding anything herein contained, the administration of the cemetery shall be carried out at all time 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.
- 49. This By-law may be cited as "Memorial Cemetery Regulation By-law 801, 2008".
- 50. "The Village of Fruitvale Memorial Cemetery By-law No. 793, 2008 is hereby repealed.

READ a first time this 28<sup>th</sup> day of October, 2008.

READ a second time this 28<sup>th</sup> day of October, 2008.

READ a third time this 28<sup>th</sup> day of October, 2008.

THIRD READING RESINDED this 9<sup>th</sup> day of December, 2008.

READ a third time as amended this 9<sup>th</sup> day of December, 2008.

RECONSIDERED, and finally passed and adopted this 12<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

CERTIFIED a true copy of By-law No. 801 cited as "Memorial Cemetery Regulation By-law No. 801, 2008" this 15<sup>th</sup> day of December, 2008.

\_\_\_\_\_  
Administrator





**SCHEDULE 'A'**

**FRUITVALE MEMORIAL CEMETERY**  
 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 Village of Fruitvale and the undersigned **Purchaser** named herein.

DATE: \_\_\_\_\_

<b>NAME OF PURCHASER:</b> _____		
<b>ADDRESS:</b> _____		
Phone: _____	Cell: _____	Email: _____
<b>NAME OF DECEASED:</b> _____		
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		
<b>LAST ADDRESS OF DECEASED:</b> _____		
_____		
Date of Death: _____	Place of Death: _____	Age: _____
Date of Birth: _____	Place of Birth: _____	Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No

**INTERMENT PARTICULARS**

<input type="checkbox"/> INTERMENT OF HUMAN REMAINS      or <input type="checkbox"/> INTERMENT OF CREMATED REMAINS	
<b>BLOCK:</b> _____	<b>PLOT:</b> _____

**FEES:**

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

**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  VISA/MCARD  INTERAC  MONEY ORDER

**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/Agent

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

\_\_\_\_\_  
 Signature of Executor /Authorized Person  
 (If different than above)

\_\_\_\_\_  
 Signature for the Village of Fruitvale

\_\_\_\_\_  
 Print Name of Executor/Authorized Person  
 (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

- (a) 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,
- (b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
- (c) at least 90 days have passed since the 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
- (d) 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.

### 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 *Fruitvale Memorial Cemetery Privacy Policy*.

### 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 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 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, *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 signature, you agree and accept the above noted terms and conditions.*

PURCHASER'S INITIALS \_\_\_\_\_

**SCHEDULE 'B1'**



**FRUITVALE MEMORIAL CEMETERY**

Box 370, Fruitvale, BC V0G 1L0

Phone: 250-367-7551 Fax: 250-367-9267

**INTERMENT AUTHORIZATION**

Name of Deceased: \_\_\_\_\_ Gender: M F

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Age: \_\_\_\_\_

Interment Particulars:

Interment Location: Reserve Y N

Block \_\_\_\_\_ Plot \_\_\_\_\_ Cemetery: \_\_\_\_\_

Interment Date: \_\_\_\_\_ Time of Internment: \_\_\_\_\_

Authorization:

Under the 'Order of Priority' in Section 5(1) *Cremation, Interment and Funeral Services Act*,

I, \_\_\_\_\_, certify that I am the legally authorized representative to the above named deceased. Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, I hereby authorize the interment of \_\_\_\_\_ at Fruitvale Memorial Cemetery.

By authorizing this interment, I agree to indemnify and hold harmless the Fruitvale Memorial Cemetery, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Relationship to Deceased

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Dated Signed (YYYY/MM/DD)

\_\_\_\_\_  
Address of Authorized Person

\_\_\_\_\_  
Cemetery Representative Signature

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Control of disposition of human remains or cremated remains**

- 5 (1) Subject to this section and section 8 (3) (b) (i) [*requirement for authorization before funeral services or disposition*], the right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
- (a) the personal representative named in the will of the deceased;
  - (b) the spouse of the deceased;
  - (c) an adult child of the deceased;
  - (d) an adult grandchild of the deceased;
  - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
  - (f) a parent of the deceased;
  - (g) an adult sibling of the deceased;
  - (h) an adult nephew or niece of the deceased;
  - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the *Estate Administration Act*;
  - (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
  - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
- (a) is determined in accordance with an agreement between or among them, or
  - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.
- (4) A person claiming that he or she should be given the sole right to control the disposition of the human remains or cremated remains may apply to the Supreme Court for an order regarding that right.
- (5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to
- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the spouse of the deceased,
  - (b) the rules, practice and beliefs respecting disposition of human remains and cremated remains followed or held by people of the religious faith of the deceased,
  - (c) any reasonable directions given by the deceased respecting the disposition of his or her human remains or cremated remains, and
  - (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the human remains or cremated remains.
- (6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

**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
- (a) the operator is authorized to do so under the *Vital Statistics Act*, and
  - (b) the operator
    - i. is ordered to do so by a medical health officer under the *Health Act*, or
    - ii. has received the authorization from the person who, under section 5 [*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.



**SCHEDULE 'B3'**  
**FRUITVALE MEMORIAL CEMETERY**  
Box 370, Fruitvale, BC V0G 1L0  
Phone: 250-367-7551 Fax: 250-367-9267

REQUISTION FOR CEMETERY PLOT

DATE: \_\_\_\_\_

FUNERAL HOME & DIRECTOR

DECEASED: \_\_\_\_\_ AGE \_\_\_\_\_ SEX \_\_\_\_\_

DATE OF DEATH: \_\_\_\_\_ RELIGION: \_\_\_\_\_

GRAVESIDE SERVICE: YES \_\_\_\_\_ NO \_\_\_\_\_ RESIDENT: YES \_\_\_\_\_ NO \_\_\_\_\_

DATE & TIME OF BURIAL: \_\_\_\_\_

GRAVE LOCATION: \_\_\_\_\_ IN OTHER GRAVE: YES \_\_\_\_\_ NO \_\_\_\_\_

SECTION: \_\_\_\_\_ PLOT: \_\_\_\_\_ FULL BURIAL: \_\_\_\_\_ CREMAINS: \_\_\_\_\_

COLUMBARIUM NICHE: \_\_\_\_\_ HAS RESERVE: YES \_\_\_\_\_ NO \_\_\_\_\_

REQUESTS RESERVE FOR: \_\_\_\_\_

RESERVE LOCATION: SECTION: \_\_\_\_\_ PLOT: \_\_\_\_\_

FURTHER INFORMATION: \_\_\_\_\_

VILLAGE CHARGES:

Plot	\$ _____
Opening & Closing Costs	\$ _____
Grave Liner Costs	\$ _____
Marker Installation Fee	\$ _____
Extra Charges for burial after 2:30 pm, Monday to Friday	\$ _____
Extra Charges for Full Burial <b>OPENING</b> on Weekend or Statutory Holiday	\$ _____
Extra Charges for Full Burial <b>CLOSING</b> on Weekend or Statutory Holiday	\$ _____
Extra Charges for Cremation burial on Weekend or Statutory Holiday	\$ _____

**TOTAL VILLAGE CHARGES:** \$ \_\_\_\_\_

**For Public Works Use:**

Grave Opening:

Operators: \_\_\_\_\_ Equipment Used: \_\_\_\_\_ Date: \_\_\_\_\_

Grave Closing:

Operators: \_\_\_\_\_ Equipment Used: \_\_\_\_\_ Date: \_\_\_\_\_

**Control of disposition of human remains or cremated remains**

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- (a) the personal representative named in the will of the deceased;
  - (b) the spouse of the deceased;
  - (c) an adult child of the deceased;
  - (d) an adult grandchild of the deceased;
  - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
  - (f) a parent of the deceased;
  - (g) an adult sibling of the deceased;
  - (h) an adult nephew or niece of the deceased;
  - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the *Estate Administration Act*;
  - (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
  - (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
- (a) is determined in accordance with an agreement between or among them, or
  - (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.
- (4) A person claiming that he or she should be given the sole right to control the disposition of the human remains or cremated remains may apply to the Supreme Court for an order regarding that right.
- (5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to
- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the spouse of the deceased,
  - (b) the rules, practice and beliefs respecting disposition of human remains and cremated remains followed or held by people of the religious faith of the deceased,
  - (c) any reasonable directions given by the deceased respecting the disposition of his or her human remains or cremated remains, and
  - (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the human remains or cremated remains.
- (6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

**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
- (a) the operator is authorized to do so under the *Vital Statistics Act*, and
  - (b) the operator
    - iii. is ordered to do so by a medical health officer under the *Health Act*, or
    - iv. 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**

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  - (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.

**SCHEDULE 'B3'**



**FRUITVALE MEMORIAL CEMETERY**  
Box 370, Fruitvale, BC V0G 1L0  
Phone: 250-367-7551 Fax: 250-367-9267

**EXHUMATION AUTHORIZATION AND INDEMNITY**

I, \_\_\_\_\_, hereby authorize the Village of Fruitvale to exhume the (c)remains of \_\_\_\_\_ (the "Deceased") in the Fruitvale Memorial Cemetery in Section \_\_\_\_\_ Grave Space \_\_\_\_\_ (the "Plot").

1. I declare, represent and warrant the Village of Fruitvale that:

(a) I am either:

- (i) the Holder of the license for the Plot issued under the Bylaw (the "License") or
- (ii) (pursuant to Section 14 of the Bylaw reproduced on the reverse) the executor or administrator of the Holder of the License.

(b) I have or I have obtained lawful authority under the *Cremation, Interment & Funeral Services Act* to request exhumation of the remains of the Deceased in the Plot.

2. In consideration of the Village of Fruitvale relying on this Authorization in permitting interment of the remains of the Deceased in the Plot, I hereby for myself, my heirs, executors, administrators and successors:

(a) release and forever discharge the Village of Fruitvale, its officers and employees, from any and all action, causes of action, claims and demands for, upon or by reason of any damage, loss or injury which heretofore has been or hereafter may be sustained as a consequence of exhuming the remains of the Deceased in the Plot; and

(b) agree to indemnify and save the Village of Fruitvale, its officers and employees harmless from all claims or possible claims referred to in 2(a) above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_) )  
 Witness ) )  
 \_\_\_\_\_ ) )  
 Address ) )  
 \_\_\_\_\_ ) )

\_\_\_\_\_) )  
Signature

\_\_\_\_\_) )  
Cemetery Representative Signature



**SCHEDULE "B4"**

***FRUITVALE MEMORIAL CEMETERY***  
Box 370, Fruitvale, BC V0G 1L0  
Phone: 250-367-7551 Fax: 250-367-9267

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**CEMETERY LICENSE TRANSFER**

\_\_\_\_\_ , \_\_\_\_\_

To: The Caretaker of the FRUITVALE MEMORIAL CEMETERY

I, \_\_\_\_\_ of \_\_\_\_\_  
being the Holder of the license for the Plot issued under the Bylaw (the "License") and having paid the  
fee of \$40.00 to the Village of Fruitvale, do hereby transfer Grave Space \_\_\_\_\_ in  
Grave Section \_\_\_\_\_ to \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Previous Owner

\_\_\_\_\_  
New Owner





## SCHEDULE "C"

### SCHEDULE OF FEES FOR FRUITVALE MEMORIAL CEMETERY

#### 1. GRAVE SPACE

GRAVE SPACE	<b>TOTAL</b>	<b>GRAVE SPACE FEE</b>	<b>CARE FUND</b>	<b>CAPITAL IMPROVEMENT FUND</b>
<b>Adult (resident)</b>	<b>\$500.00</b>	<b>\$250.00</b>	<b>\$125.00</b>	<b>\$125.00</b>
Adult (non-resident)	\$670.00	\$335.00	\$167.50	\$167.50
<b>Child (resident)</b>	<b>\$250.00</b>	<b>\$125.00</b>	<b>\$ 62.50</b>	<b>\$ 62.50</b>
Child (non-resident)	\$315.00	\$157.50	\$ 78.75	\$ 78.75
<b>Infant (resident)</b>	<b>\$125.00</b>	<b>\$ 62.50</b>	<b>\$ 31.25</b>	<b>\$ 31.25</b>
Infant (non-resident)	\$125.00	\$ 62.50	\$ 31.25	\$ 31.25
<b>Cremated Remains (resident)</b>	<b>\$200.00</b>	<b>\$100.00</b>	<b>\$ 50.00</b>	<b>\$ 50.00</b>
Cremated Remains (non-resident)	\$300.00	\$150.00	\$ 75.00	\$ 75.00
<b>Columbarium Niche (resident)</b>	<b>\$420.00</b>	<b>\$210.00</b>	<b>\$105.00</b>	<b>\$105.00</b>
Columbarium Niche (non-resident)	\$500.00	\$250.00	\$125.00	\$125.00

#### 2. SERVICES

##### (a) Opening and Closing Grave for Interment

SERVICE	<b>TOTAL</b>
Adult	\$1,325.00
Child (one half adult)	\$1,325.00
Infant	\$1,100.00
Cremated Remains	\$ 300.00
Columbarium Niche	\$ 200.00
<b>ADDITIONAL CHARGES FOR WEEKEND OR STATUTORY HOLIDAYS</b>	
Full Burial <b>OPENING</b> on Saturday, Sunday and Statutory Holiday	\$300.00 <i>additional</i>
Full Burial <b>CLOSING</b> on Saturday, Sunday and Statutory Holiday	\$300.00 <i>additional</i>
Cremation Burial on Saturday, Sunday and Statutory Holiday	\$300.00 <i>additional</i>

<b>ADDITIONAL CHARGES FOR AFTER 2:30 P.M. BURIALS</b>	
Interment after 2:30 p.m. – Adult	\$200.00 <i>additional</i>
Interment after 2:30 p.m. – Child	\$200.00 <i>additional</i>
Interment after 2:30 p.m. – Infant	\$150.00 <i>additional</i>
Inurnment after 2:30 p.m. – Cremated Remains	\$100.00 <i>additional</i>

- (b) Opening and Closing Grave for Exhumation – Weekdays Only (includes exhumation permit)

<b>SERVICE</b>	<b>TOTAL</b>
Adult	\$1,325.00
Child (one half adult)	\$1,325.00
Infant	\$1,100.00
Cremated Remains	\$350.00
Columbarium Niche	\$250.00

- (c) Grave Liners

<b>ITEM</b>	<b>TOTAL</b>
Grave Liner - Adult	Current Market Value
Grave Liner - Child	Current Market Value
Grave Liner - Cremations	Current Market Value

- (d) Marker Installation Charges (fee includes both a 25% Cemetery Care Fund and a 25% Capital Improvement Fund contribution. For removal and reinstallation of memorials no Care Fund or Capital Improvement Fund fee is required.)

<b>ITEM</b>	<b>TOTAL</b>
All Sizes 12" x 20" ; 12" x 24"; 16" x 28"; 18" x 30" 22" x 30"	\$ 55.00
Removal and Resetting	\$55.00

- (e) Additional Charges

<b>ITEM</b>	<b>TOTAL</b>
Transfer of License	\$ 40.00
Floral Container – supply and installation	\$ 25.00