

## DISTRICT OF HUDSON'S HOPE

### Bylaw No. 755

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A bylaw to provide for the regulations, operations and maintenance of Cemeteries owned by the District of Hudson's Hope.

WHEREAS every operator of a cemetery must adopt Bylaws for the Interment or other disposition of the deceased; respecting the organization, operation and management of the cemetery, including the setting of Fees; the size, class and kind of Memorials and materials used for Memorials; and the rights, privileges and responsibilities of the operator, Interment Right Holders, and their relatives, other users, suppliers, Funeral Providers, Memorial dealers and the general public;

AND WHEREAS the Council of the District of Hudson's Hope has delegated to the District Administrator certain specific administrative powers of the Council relating to the operation and management of Cemeteries owned by the District of Hudson's Hope;

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NOW THEREFORE, under its statutory power, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the District of Hudson's Hope enacts the following provisions:

#### **TITLE**

1. This Bylaw may be cited for all purposes as the "Cemetery Management Bylaw No. 755, 2009".

#### **DEFINITIONS**

2. In this Bylaw terms defined in the *Cremation, Interment, and Funeral Services Act* and this bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

**ADMINISTRATION FEE** means fees levied to cover additional administrative costs associated with the transfer or surrender of a Right of Interment.

**ADMINISTRATIVE AUTHORITY** means the Business Practices and Consumer Protection Authority established under the *Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.3*.

**ADMINISTRATOR** means the District Administrator and includes any employee authorized by the Administrator to act on his or her behalf.

**ADULT** means a person thirteen (13) years of age and older.

**APPLICANT** means an individual who has made petition to the District for a Right of Interment.

**BURIAL VAULT** means a protective, sealable outer receptacle, into which a casket or Urn is placed, designed to restrict the entrance of gravesite elements into the casket or Urn.

**CARETAKER** means the person duly authorized by the Administrator to perform Interments and to care for and maintain the Cemeteries.

**CEMETERY** means “Garden of the Peace Cemetery” and “Old Timers Cemetery” which is also known as the “Pioneers Cemetery”, being the civic lands set apart and used as places of Interment and memorialization, together with any incidental or ancillary buildings.

**CEMETERY CARE FUND** means an irrevocable trust fund established, held and administered in accordance with CIFSA for the purpose of financing the future maintenance and care of a Cemetery once all Lots are occupied or reserved.

**CHILD** means a person of the age of twelve (12) years of age or younger.

**CIFSA** means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made thereunder.

**COLUMBARIUM** means a structure or building or an area in a structure or building, that contains, as an integral part of the structure or building or as freestanding sections, Niches for the Inurnment of Cremated Remains.

**CO-MINGLED** means the intentional mixing of the Cremated Remains of more than one deceased person.

**CONTROL OF DISPOSITION** means the person or agency as defined in Section 5 of the CIFSA who has the authority to control the disposition of the Human Remains or Cremated Remains.

**COUNCIL** means the Council of the District of Hudson's Hope.

**CREMATION LINER** means a receptacle made of durable material placed in a ground lot to encase an urn, or urns, holding cremated remains. A Cremation Liner has a lid and is placed during the Interment process.

**CREMATED REMAINS** means the human bone fragments that remain after cremation that may also include the residue or any other material cremated with the Human Remains.

**DISINTERMENT** means the removal of Human Remains along with the casket or container, or any remaining portion of the casket or container holding the Human Remains, from the Lot in which the Human Remains had been interred.

**DISTRICT** means the District of Hudson's Hope.

**EXHUMATION** means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

**FAMILY MEMBER** means a parent, or stepparent, a grandparent or step grandparent, a sibling (natural, adopted or step), a Spouse, a child (natural, adopted or step) or a grandchild (natural, adopted or step).

**FEES** means the schedule of fees as prescribed in the Fees and Charges Bylaw.

**FUNERAL PROVIDER** means an individual licensed to arrange, conduct or direct funerals or the transfer or disposition of Human Remains, or to arrange burials.

**GRAVE LINER** means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A Grave Liner may, or may not, have a bottom and is placed during the burial process.

**HANDLING FEE** means the fee paid for handling of cemetery products not purchased from the District.

**HOLIDAY** means any of the following days, namely New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday.

**HUMAN REMAINS** means a dead human body in any stage of decomposition, but does not include Cremated Remains.

**INTERMENT** means the disposition by:

- a) burial of Human Remains or human Cremated Remains in a Lot; or
- b) Inurnment of Cremated Remains in a Columbarium.

**INTERMENT RIGHT HOLDER** means a person who holds a Right of Interment.

**INTERMENT AUTHORIZATION** means a document completed at time of need that may include statistical, executor and next of kin information that authorizes Interment of the deceased by the person with Control of Disposition.

**INURNMENT** means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.

**LOT** means a discrete space used, or intended to be used in a Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment and includes a grave, or a niche.

**MEDICAL HEALTH OFFICER** means the person duly appointed for the area of the health region in which the Cemetery is located to act as Medical Health Officer.

**MEMORIAL** means:

- a) a tombstone, plaque or other marker on a grave; or
- b) an plaque on a crypt or niche front, used to identify a lot or memorialize a deceased person or stillborn child.

**NICHE** means a space, usually within a Columbarium, designed for the Inurnment of Cremated Remains.

**RIGHT OF INTERMENT** means a certificate that provides for the future right to inter Human Remains or Cremated Remains in a designated Lot.

**SPOUSE** as defined in CIFSA, means a person who is:

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

**URN** means any receptacle, temporary or permanent, used for the encasement of Cremated Remains.

### **APPLICATION OF BYLAW**

3. Subject to any contrary provision in the CIFSA, this Bylaw applies to all Cemeteries operated by the District and to all additional real and personal property, within the District of Hudson's Hope, which may hereafter be acquired and held by the District for use as a

District Cemetery, and shall be observed for Interment of the human deceased, and for their management, operation and preservation and the terms, conditions and fees set out shall apply to every Right of Interment within the Cemeteries. The administration of the Cemeteries shall be carried out in conformity with the Administrative Authority and CIFSA.

4. The following described real properties are set aside, held, laid out, developed, improved, used and maintained, as District owned Cemeteries and dedicated for that use, and shall continue to be used, operated, and maintained for that purpose and shall not be used for any other purposed:

Old Timer's Cemetery

PID: 009-610-472, Lot 1 Plan 21088 of Part of the South-East ¼ , Section 24, Township 81, Range 26, West of the Sixth Meridian, Peace River Land District

Garden of the Peace Cemetery

PID: 011-749-679, Lot 1 Plan 16795, South East ¼, Section 30, Township 81, Range 25, West of the 6<sup>th</sup> Meridian, Peace River Land District

5. Council shall have power to determine from time to time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemeteries, subject to compliance with the requirements of CIFSA.

#### **ADMINISTRATION OF BYLAW**

6. The Administrator is responsible for the general administration of the Bylaw and will:
  - a) maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority the CIFSA; and
  - b) issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw.

#### **RIGHT OF INTERMENT**

7. The District may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate, as set out in Schedule "B" of this bylaw.
8. The issuance of a Right of Interment does not entitle the holder to require the District to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provisions of the Bylaw, including, without limitation, the payment of all Fees related to the Interment.
9. A Right of Interment for any unused Lots may be transferred to a Family Member at the discretion of the Administrator. The Interment Right Holder or executor must supply this request in writing, complete a Right of Interment Transfer, as set out in Schedule "E" of

this bylaw, and the original Interment Right must be surrendered to the District. Fees, payable to the District, associated with an Interment right transfer may include:

- a) an Administration Fee; and
  - b) the difference between Fees paid originally and current Fees if there have been changes in fee rates.
10. An Interment Right Holder shall either reserve the right to use that Lot for themselves or authorize another person to be interred in the Lot to which the Interment Right refers. An Interment Right Holder may only designate one Lot for their own use.
11. A Right of Interment may be surrendered to the District at the discretion of the Administrator by completing an Right of Interment Surrender, as set out in Schedule "E" of this bylaw. A refund, equal to the purchase price less the Cemetery Care Fund contribution, will be issued to the Interment Right Holder provided:
- a) there are no Interments in the designated Lot;
  - b) the Interment Right Holder or his executor provides written notice to the District for intent to surrender the right;
  - c) the original licence or Right of Interment is surrendered;
  - d) an Administration Fee is paid; and
  - e) any Fees associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
12. Upon approval of the Administrative Authority a Right of Interment may be reclaimed by the District if all of the following criteria has been met:
- a) the Interment Right Holder would be at least 90 years of age;
  - b) a minimum period of 50 years has elapsed from the date of purchase;
  - c) a minimum 90 days has passed since notice of intent to reclaim has been sent to the Interment Right Holder; and
  - d) the District has made diligent attempts to contact the Interment Right Holder.

## **INTERMENTS**

13. An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization, as set out in Schedule "C" of this bylaw, and paid all applicable Fees.
14. Only Human Remains, or Cremated Remains of a human body, shall be interred and memorialized in the Cemeteries.
15. Interments:
- a) shall only be performed within the Cemetery by the Caretaker;

- b) shall only be conducted in predefined Lots approved by the Administrative Authority; and
  - c) shall be conducted with all reasonable care and attention.
16. The District and its Caretaker are not responsible for damage to any casket, Urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the District and its Caretaker.
17. Application for an Interment Authorization shall be made at least forty-eight (48) hours before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this Bylaw.
18. The Interment of Cremated Remains is to be completed within 30 days of all Fees being paid.
19. The bodies of persons who have died having any infectious disease, as defined in the *Health Act R.S.B.C 1996, C.179*, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.
20. The following apply to all in-ground Interments:
- a) A Grave Liner or Burial Vault is required for each in-ground burial Interment.
  - b) A Cremation Liner is required for each in-ground cremation Interment.
  - c) All Cremated Remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator and must conform to the cremation liner dimensions of 23 cm (9") in length, 23 cm (9") wide and 36 cm (14") high.
  - d) The Administrator may allow for the interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA and a Authorized Approval is completed, as set out in Schedule "D" of this bylaw.
  - e) No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot. Cremated Remains placed on a full-size burial Lot are not Co-mingled.
  - f) Each cremation Niche may hold up to two (2) Cremated Remains. The urns to be placed in a niche must conform to the niche dimensions of 30 cm (12") wide, 30 cm (12") high, and 30 cm (12") deep and the size of the first urn must allow enough space for a second urn, if two Cremated Remains are to be interred in the niche.

- g) The Administrator must supply permission for the purchase of any Grave Liner, Burial Vault, or Cremation Liner from a source other than the District, with permission based on the item's size, design, material and construction. The installation of Grave Liners, Burial Vaults, or Cremation Liners from a source other than the District may be subject to a handling Fees and must be paid in full prior to installation. The Administrator may request that Grave Liners, Burial Vaults, or Cremation Liners be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.
  - h) Any charges incurred by the Cemetery above and beyond the standard scope of services in the handling of Grave Liners or Burial Vaults not supplied by the District will be charged to the Applicant and paid prior to Interment.
21. Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator.
22. Interments shall be performed within the following hours, or at other times approved by the Administrator:
- a) In-ground casket burial – 9:00 a.m. to 3:30 pm, Monday to Friday.
  - b) Interment of Cremated Remains – 9:00 a.m. to 3:30 pm, Monday to Friday.
  - c) The Administrator may schedule Saturday, Sunday or Statutory Holidays Interments subject to payment of additional Fees and availability of the Caretaker.
  - d) The person with Control Of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.
23. Families may request permission to witness the Interment process at the Cemetery subject to the following criteria:
- a) A request to witness the Interment must be communicated to the Administrator when confirming Interment date and time;
  - b) The District will not be held liable for any injury to members of the public that are attending or witnessing an Interment process; and
  - c) All proceedings at the Interment site shall be under the sole direction of the Caretaker.

#### **EXHUMATIONS AND DISINTERMENTS**

24. Pursuant to Section 16 of the CIFSA a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:
- a) the Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
  - b) approval of the Exhumation by the Administrative Authority is received by the Administrator;

- c) the Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to the public health; and
  - d) payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.
25. The District shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage to any casket, Urn or other container sustained during Exhumation or Disinterment.
26. The District's responsibility with respect to Exhumation or Disinterment is limited to:
- a) excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains; and
  - b) closure of the Lot.
27. In accordance with Section 18 of the CIFSA, a Funeral Provider employed at the expense of the Interment Right Holder or their successors is required for the handling of any Human Remains in the existing Lot or any transfer of the remains to the new Lot or location.

## **MEMORIALS**

28. Memorials will only be installed, removed or modified in the Cemetery when:
- a) an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
  - b) the applicable contribution is paid to the Cemetery Care Fund as required in the CIFSA; and
  - c) all outstanding Fees relating to the Lot, Interment and Memorial installation have been paid in full.
29. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator. All Memorials shall conform to the specifications set out in Schedule "A".
30. A Memorial Permit, as set out in Schedule "F" of this bylaw, shall be issued by the Administrator to authorize installation of all Memorials.
31. Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to the District and timelines may vary depending on scheduling issues, weather conditions and ground conditions.

32. The District shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.
33. The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the District, all Memorials upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. Interment Right Holders may request that the District make repairs. All costs associated with the repairs will be borne by the Interment Right Holder.

### **Ground Interment Memorials**

34. Ground Interment Memorials, including those for cremation Lots, shall be installed flush with the ground and shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator.
35. The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.
36. The finished dimensions of a Memorial shall be in accordance with the attached Schedule "A". If the finished dimensions are smaller than the minimum dimensions a concrete base will need to be installed and applicable Fees will need to be paid in full prior to installation. A Memorial will not be removed from a concrete base once installed.

### **Columbarium Memorials**

37. Columbarium Memorials apply to any bronze plaque for use on a Columbarium niche door, but does not include Memorials for in-ground cremation Interments.
38. Bronze plaques for Columbarium Memorials shall be installed by the District and must conform to the dimensions and specifications in accordance with the attached Schedule "A". The plaques must be constructed of a bronze material with a flat back as they will be installed with an adhesive. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be able to be capable of being removed without removing the entire plaque.
39. As plaque installation is permanent to the niche door, approval needs to be received by the District by the Interment Right Holder or their successors prior to installation. Where incorrect inscriptions, dimensions, specifications or locations are given on the Memorial

Permit, as set out in Schedule "F" of this bylaw, and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled on a new niche door at the expense of the Interment Right Holder or their successors. The expense of a new niche door will be determined at time of requirement due to price fluctuations and the District will charge actual costs and freight to receive a new niche door.

## **GENERAL PROVISIONS AND REGULATIONS**

40. Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker, and in addition, shall be guilty of an infraction of this Bylaw.
41. No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys under the command of the officer in charge, and only during the conduct of the burial service.
42. Each Cemetery shall be open to the public at eight o'clock (8:00 am) every morning and closed to the public at eight o'clock (8:00 pm) every evening, or at dusk, whichever occurs first.
43. Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.
44. No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
45. No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner.
46. Only one (1) flower container shall be allowed and set in each Lot, except those vases that are part of an approved Memorial.
47. Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in a Cemetery, but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery. Plant material and grave adornments associated with seasonal events or celebrations will be removed 30 days after the event by the Caretaker. Any items placed on Lots in a

Cemetery that obstruct the Caretaker from completing regular maintenance may be removed by the Caretaker and disposed of.

48. No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
49. No ground Lot shall be defined by a fence, failing, coping, hedge or by any other marking except as permitted in the Memorial provisions of this Bylaw.
50. No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
51. No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.
52. No person shall deposit any rubbish or offensive material within a Cemetery.
53. No person shall play any game or sport within a Cemetery.

#### **CEMETERY CARE FUND**

54. A Cemetery Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Cemetery Care Fund will be held and invested as trust funds by the District and in accordance with the requirements of the CIFSA.
55. The Cemetery Care Fund will be maintained with the District's bankers in an account to be designated as the "Cemetery Care Fund". The Administrator and Deputy Treasurer will be responsible for all deposits to such account and for ensuring that:
  - a) the account at all times complies with the provisions of the CIFSA;
  - b) any investment of any monies in the Cemetery Care Fund is permitted under the CIFSA, the Local Government Act, the Community Charter and this Bylaw; and
  - c) any interest earned on the investments of the Cemetery Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned, or may be retained in the Cemetery Care Fund to increase the principal sum.
56. The Administrator may, on behalf of the District, accept voluntary payments to the Cemetery Care Fund from any person or organization.
57. The principal sum of the Cemetery Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.

**PENALTY FOR INFRACTIONS**

58. Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform an duty or obligation imposed by this bylaw, shall be liable on summary conviction to a penalty of not less than \$50 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

**COMMENCEMENT AND TRANSITIONAL PROVISIONS**

59. This Bylaw will come into force upon adoption by the affirmative vote of a majority of Council present at the meeting at which the vote is taken.

60. If an Interment has been arranged, and fees paid before October 15, 2009, for an Interment occurring after October 15, 2009 no further charges related to that Interment shall be levied.

**REPEAL OF PRIOR BYLAWS**

61. The District of Hudson's Hope Cemetery Bylaw No. 322, 1983 as amended, is repealed.

Read for a First Time on the 14<sup>th</sup> day of September, 2009.

Read for a Second Time on the 14<sup>th</sup> day of September, 2009.

Read for a Third Time on the 14<sup>th</sup> day of September, 2009.

Adopted on the 13<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

Certified a true copy of Bylaw No. 755  
this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Clerk

## SCHEDULE “A” – MEMORIALS

1. The finished dimensions of acceptable ground interment memorials shall not exceed the following:

	Maximum Dimension	Minimum Dimension
Adult Interment	50 cm x 75 cm (20" x 30")	30 cm x 50 cm (12" x 20")
Child Interment	50 cm x 75 cm (20" x 30")	30 cm x 50 cm (12" x 20")
Cremation	50 cm x 75 cm (20" x 30")	30 cm x 50 cm (12" x 20")

All of the ground interment memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All ground memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator and will be installed on the lot so that the top surface is set level and flush with the surface of the ground. Deliver the memorial to the District Workshop for installation by mail at PO Box 330, Hudson’s Hope, BC V0C 1V0 or hand deliver to 8902 Clarke Avenue, Hudson’s Hope, BC.

2. Finished Memorials shall not include upright candleholders, vases, lanterns or surface mounted emblems that protrude more than 0.5" (1.2 cm) above the surface of Memorial or concrete base.
3. Four (4) additional single cremation Memorials, or two (2) double cremation Memorials may be installed, in accordance with the approved plan of the Cemetery, on any given ground burial Lot where each of four Cremated Remains are interred over an existing casket Interment, or in place of a casket Interment. A single or companion Memorial must be placed on any given Lot prior to any cremation Memorial on a full size Lot.
4. If the finished dimensions are smaller than the minimum dimensions a concrete base will need to be installed and applicable Fees will need to be paid in full prior to installation. A Memorial will not be removed from a concrete base once installed.
5. The finished dimensions of acceptable Columbarium memorial shall not exceed 23 cm x 23 cm (9" x 9").
6. Bronze plaques for Columbarium Memorials shall be installed by the District.
7. The plaques must be constructed of a bronze material with a flat back as they will be installed with an adhesive.
8. Only one Niche Plaque will be permitted to be installed on any one niche. As the plaque will be installed with a permanent adhesive, the second name plate will need to be able to be capable of being removed without removing the entire plaque.

**SCHEDULE "B" – RIGHT OF INTERMENT**

**RIGHT OF INTERMENT**

Right Transfer No.: \_\_\_\_\_

Contract agreement and order made \_\_\_\_\_ between the Cemetery owned and operated by the District of Hudson's Hope, and the Rights Holder:

Rights Holder: \_\_\_\_\_

Address: \_\_\_\_\_

City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cemetery: \_\_\_\_\_

Address: \_\_\_\_\_

Lot Location: \_\_\_\_\_

Fees paid include:	Lot	_____
	Care Fund	_____
	GST	_____
	<b>TOTAL</b>	_____

*\*Perpetual Care and Cemetery Care Care Fund are one and the same*

*It is understood that the Administrator may allow for the Right of Interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kins, as defined in the Cremation, Interment and Funeral Services Act (CIFSA) and all applicable fees paid. No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot, as per Cemetery Management Bylaw No. 755.*

*It is also understood that the payment above is for the Right of Interment only and does not include fees for preparation and placement of remains, cemetery products, or other charges, and is subject in every way to Cemetery Management Bylaw No. 755 and Fee and Charges Bylaw.*

*It is further understood and agreed that the terms and conditions on the reverse side hereof, are made part of this agreement, as per Sections 7-12 of Cemetery Management Bylaw No. 755, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of purchase or as they may be amended from time to time hereafter.*

*Copy of Cemetery Management Bylaw No. 755 is available upon request. Right Of Interment Contract is not deemed final until signed by both parties and payment of fees are received. Payment is due upon signing of contract.*

\_\_\_\_\_  
Rights Holder Signature

\_\_\_\_\_  
District of Hudson's Hope Authorized Signature

**SCHEDULE "C" – INTERMENT AUTHORIZATION****INTERMENT AUTHORIZATION**

Date: \_\_\_\_\_

**DECEASED INFORMATION**

Name: \_\_\_\_\_ Age: \_\_\_\_\_  
 Address: \_\_\_\_\_ Sex: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
 Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

**NEXT OF KIN**

Name: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/Prov: \_\_\_\_\_  
 Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

\*\*Original Burial Permit    \*Original Certificate of Cremation  
 must accompany this form    must accompany this form

Type of Urn: \_\_\_\_\_  
 Cremation No.: \_\_\_\_\_  
 Crematorium: \_\_\_\_\_

**CEMETERY**

Lot Location: \_\_\_\_\_ Block: \_\_\_\_\_  
 Interment Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Funeral/Memorial Service Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Funeral Home: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_ (Int.) We wish to witness the casket lowering. We agree to follow all instructions issued by the interment supervisor while this service is performed.

**ADDITIONAL RIGHT OF INTERMENT REQUEST**

Adjacent Reserve requested for: \_\_\_\_\_     Spouse to be interred in same location  
*At time of death the District (if requested) will place a hold on an interment space for 30 days. The family will need to contact the District directly to finalize reserve location and secure payment for either option.*

**AUTHORIZATION**

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and that the use, memorialization and visitation of a lot in the District of Hudson's Hope Garden of the Peace Cemetery or the Old Timer's Cemetery is subject in every way to the Cemetery Management Bylaw No. 755, and rules and regulations of the District of Hudson's Hope Cemeteries as they may be in effect at the time of interment or as may be amended time-to-time thereafter.

Under "Order of Priority" provisions of the Cremation, Interment and Funeral Services Act of BC (see reserve) I certify that I am the legally authorized representative of the above named deceased. Further I certify that I have the full legal right to authorize use of the above identified lot, do hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for costs associated with this authorization. I agreed to indemnify and hold harmless The District of Hudson's Hope, its officer and employee, from liability, costs, expenses or claims resulting from this authorization.

\_\_\_\_\_  
*Signature of Authorized Person*\_\_\_\_\_  
*Printed Name*\_\_\_\_\_  
*Relationship to Deceased*

Address: \_\_\_\_\_ City/Prov: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Control of disposition – Section 5**

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

**Written Authorization – Section 8**

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

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

right to control the disposition of the human remains.

**Protection from Liability – Section 9**

If

- (a) there is an error or omission in an authorization provided under section 8 [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 did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

**Definition of Spouse**

"spouse" means a person who

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

**Cemetery Management Bylaw No. 755**

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 of the District of Hudson's Hope as may be currently in effect or from time-to-time amended.

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

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

**SCHEDULE "D" – AUTHORIZED APPROVAL**

**AUTHORIZED APPROVAL**

**Cemetery:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Lot :** \_\_\_\_\_ **Section:** \_\_\_\_\_

**Grave of:** \_\_\_\_\_

I (we), as duly authorized in accordance with the *Cremation Interment and Funeral Services Act*, Part 3, Section 5, in relation to the original occupant of this grave, hereby give the District of Hudson's Hope permission to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*The undersigned represent to the District of Hudson's Hope that they have notified the immediate next-of-kin of the original person(s) interred in the above lot and that the immediate next-of-kin agreed to the aforesaid.*

*The undersigned further agreed to indemnify and save harmless the District of Hudson's Hope, its officers and employees, from liability, costs, expenses or claims resulting from this authorization.*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

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

\_\_\_\_\_  
*Printed Name/Relationship to Deceased*

\_\_\_\_\_  
*Date*

**SCHEDULE "E" – RIGHT OF INTERMENT TRANSFER OR SURRENDER**

**RIGHT OF INTERMENT TRANSFER OR SURRENDER**

Cemetery: \_\_\_\_\_

Location: \_\_\_\_\_

Lot : \_\_\_\_\_ Section: \_\_\_\_\_

Transfer:

I hereby request that the Right of Interment for the above mentioned lot, as registered under Contract No. \_\_\_\_\_ be transferred from my name to that of \_\_\_\_\_, address being \_\_\_\_\_  
\_\_\_\_\_. Telephone number \_\_\_\_\_

Surrender:

I hereby surrender to the District of Hudson's Hope the Right of Interment for the above mentioned lot, as registered under Contract No. \_\_\_\_\_.

Original price paid for Right of Interment (less the Maintenance Care Fund contribution)	*	_____
Plus GST paid on	*	_____
Less Administration Fee		_____
Less GST on Administration Fee		_____
<b>REFUND TOTAL</b>		_____

\_\_\_\_\_  
Right of Interment Holder Signature

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "F" – MEMORIAL PERMIT**

**MEMORIAL PERMIT**

*To be submitted along with payment.*

Request Date: \_\_\_\_\_  New  Remove & Replace

In Memory of: \_\_\_\_\_

Lot Location: \_\_\_\_\_

**In Ground Memorial:**

Marker Size:  Adult  Child  Cremation

Permit Fee: \$ \_\_\_\_\_

**Columbarium Memorial:**

Marker Plaque:  Initial Installation  Second Name Installation

Permit Fee: \$ \_\_\_\_\_

Inscription (Name and Dates): \_\_\_\_\_

Comments: \_\_\_\_\_

According to the *Cemetery, Interment and Funeral Services Act*, a percentage of the memorial permit fee will be contributed to the Cemetery Maintenance Care Fund.

This permit to be used in accordance with and subject to the Cemetery Management Bylaw No. 755 and Fees and Charges Bylaw that may be in effect at the time of purchase or, as they may be amended from time to time thereafter.

*Memorials shall only be placed, installed or removed by the Caretaker or other person duly authorized by the District of Hudson's Hope.*

<b><u>FOR OFFICE USE ONLY</u></b>	
District of Hudson's Hope Approval: _____	Date: _____
District of Hudson's Hope Comments: _____	
Installation Date: _____	Permit Number: _____

\_\_\_\_\_  
Right of Interment Holder Signature

\_\_\_\_\_  
Printed Name

Dated: \_\_\_\_\_