



CEMETERY BYLAW

5664-2017

THE FOLLOWING DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY and is a consolidation of "District of Mission Cemetery Bylaw 5664-2017" with the following amending bylaws:

Bylaw Number	Date Adopted	Section Amended
5683-2017 (a general fees and charges amending bylaw)	December 20, 2017	Schedule C
5800-2018 (a general fees and charges amending bylaw)	December 17, 2018	Schedule C
5889-2019 (a general fees and charges amending bylaw)	December 16, 2019	Schedule C

Individual copies of any of the above bylaws are available from the Administration Department of the District of Mission. For legal purposes, copies of the original bylaws should be obtained.

DISTRICT OF MISSION

BYLAW 5664-2017

A Bylaw relating to the operation and maintenance of Hatzic Cemetery

WHEREAS, Section 8(3) of the *Community Charter* provides that the Council may, by bylaw, regulate, prohibit and impose requirements in relation to cemeteries, crematoriums, columbariums and mausoleums and the interment or other disposition of the dead:

NOW THEREFORE the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "District of Mission Cemetery Bylaw 5664-2017.

2. APPLICATION OF BYLAW

The Council hereby establishes itself as a Board of Trustees to own and operate the Cemetery.

Subject to any contrary provision in the *Cremation, Interment, and Funeral Services Act* (CIFSA), this Bylaw applies to all cemeteries operated by the District and to all additional real and personal property, within or without the District of Mission, which may hereafter be acquired and held by the District for use as a municipal cemetery, and shall be observed for interment of the human deceased, and for their management, operation and preservation and the terms, conditions, and any approved fees. The administration of the Cemetery shall be carried out in conformity with the Administrative Authority and the CIFSA.

3. The following lands owned by the District have been set apart and used for Cemetery purposes:

All and Singular those certain parcels or tracts of lands and premises situate, lying and being in the District of Mission in the Province of British Columbia being more particularly known and described as Lot "H" of the North East Quarter of Section 26, Township 17, Plan 14345, New Westminster District AND Lot "B" of the North East Quarter of Section 16, Township 17, Reference Plan 3772, New Westminster District.

4. ADMINISTRATION OF BYLAW

- 4.1 The Administrator 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 Cemetery, subject to compliance with the requirements of the CIFSA.

4.2 Cemetery Plans:

A copy of the plans of the Cemetery will be kept available for public inspection at the Cemetery, as well, in the Cemetery Services office of the Parks, Recreation and Culture Department, and such places that may be deemed necessary.

- 4.3 The Administrator is responsible for the general administration of the Bylaw and will oversee:
 - a) Records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority, and the CIFSA;

- b) The issuance of all rights of interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw; and establishment of Cemetery policy.

5. RIGHT OF INTERMENT

- 5.1 The District may, subject to payment of fees, grant 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. A Right of Interment is for whole lots and cannot be issued for a portion of a Lot.
- 5.2 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.
- 5.3 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 and the Right of Interment Certificate (or Cemetery Licence) to the District. A transfer fee will apply payable to the District of Mission. Transfers will only be permitted to honor previously contracted Cemetery Licenses or Right of Interment Certificates as declared upon the original document.
- 5.4 A Right of Interment 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.
- 5.5 If the holder of the Right of Interment for an unoccupied grave space does not want to exercise this right in the future, and the holder delivers to the Administrator a written request to surrender the Lot, the District must refund the original Right of Interment fee paid at the time of purchase, less the care fund portion. Interment Rights may only be surrendered to the District, and may not be sold privately.
- 5.6 The District may by agreement with a society, church or other not-for-profit organization, and upon payment of the fees set out in this Bylaw purchase the Right of Interment for a grouping of lots to be used exclusively for the interment of deceased members of the society, church, or other not-for-profit organization concerned. Upon such agreement being made, no person shall be interred in the lots that have been reserved without the written authorization of the society, church, or other not-for-profit organization.
- 5.7 Upon approval of the Administrator a Right of Interment may be reclaimed by the District if:
 - a) The Right of Interment 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 Right of Interment Holder;
 - d) The District has made diligent attempts to contact the Right of Interment Holder but is not able to locate or contact the Right of Interment Holder;

6. INTERMENT

- 6.1 An Interment shall be made within the Cemetery once the person with control of disposition (as defined by the CIFSA) has completed and duly signed an Interment Authorization Permit and paid all applicable fees.
- 6.2 Only human remains or cremated remains of a human body shall be interred and memorialized in the Cemetery.
- 6.3 Interments:
 - a) Shall only be performed within the Cemetery by the Caretaker or their designated alternate;
 - b) Shall only be conducted in predefined lots approved by the administrative authority; and
 - c) Shall be conducted with all reasonable care and attention.
- 6.4 The District, and the Caretaker or their alternates are not responsible for damage to any casket, urn, or other container sustained during an interment, exhumation or disinterment, except where damage is caused by gross negligence of the District and its Caretaker or their designated alternate.
- 6.5 Application for an Interment Authorization Permit shall be made at minimum, forty-eight (48) business hours before the interment is to take place. The Administrator may schedule the Interment in a shorter time subject to full compliance with all other applicable provisions of this Bylaw.
- 6.6 The Interment of Cremated Remains is to be completed within ninety (90) days of all fees being paid. Rates may be subject to change if interment occurs beyond ninety (90) days.
- 6.7 The bodies of any 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.
- 6.8 The following apply to all in-ground Interments:
 - a) A grave liner or burial vault is required for each in-ground burial Interment.
 - b) All cremated remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator; a cremation vault is required for all in-ground cremation interments.
 - c) The Administrator may allow for the interment of up to four (4) cremated remains on any full size Lot provided there is no objection to the interment of cremated remains by the Right of Interment Holder of the Lot, or where the Rights Holder is deceased, the next of kin, as defined in the CIFSA.

- 6.9 No casket burial is permitted in a full size Lot after cremated remains have been interred in that Lot. Cremated remains placed in a full size burial Lot are not commingled.
- 6.10 Each cremation Lot may hold up to two (2) cremated remains.
- 6.11 Cremated remains placed in a columbarium must be enclosed in a sealed container or urn constructed of permanent, durable material approved by the Administrator.
- 6.12 Cremated remains placed in an ossuary or scattering garden are permanent, non-recoverable and commingled. Placement in the ossuary or scattering garden will only be completed by the Caretaker or their designated alternate.
- 6.13 Scattering of cremated remains is permanent and non-recoverable and is permitted only in designated locations and under the supervision of the Caretaker or their designated alternate.
- 6.14 Interments shall be performed within the following hours, or at other times approved by the Administrator:
 - a) In-ground casket burial – 11am to 2pm Monday through Friday
 - b) Interment of Cremated Remains – 10am to 3pm Monday through Friday
- 6.15 The District of Mission may schedule Saturday, Sunday or Statutory Holiday interments subject to the payment of additional fees and the availability of the Caretaker or their designated alternate, and required equipment.
- 6.16 The person with Control of Disposition may 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, or beyond the time chosen by the family for their interment.
- 6.17 Families may request permission to witness the interment process at the Cemetery subject to the following criteria:
 - a) A request must be communicated to the Cemetery Clerk when confirming the 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;
 - c) All proceedings at the interment site shall be under the sole direction of the Caretaker or their alternate;
 - d) All WorkSafe BC regulations must be respected and adhered to, a distance from the working equipment will be required for the safety of the clients and the Caretaker or their designated alternate. Children will not be permitted to be at or near the working equipment.

7. EXHUMATIONS AND DISINTERMENTS

- 7.1 Pursuant to Section 16 of the CIFSA a Cemetery must not exhume or disinter human remains or cremated remains until the following occurs;
 - 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 disease other disease dangerous to public health; and
 - d) Payment of the prescribed fee is received, or acceptable payment arrangements have been made with the Administrator.
- 7.2 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;
 - b) Removal of the intact burial containers; and
 - c) Closure of the Lot.
- 7.3 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.

8. MEMORIAL MARKERS

- 8.1 Memorial markers will only be installed, removed or modified in the Cemetery when:
- a) A Right of Interment Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
 - b) The Marker Placement Permit has been paid with the appropriate amount put towards the Care Fund as required in the CIFSA; and
 - c) All outstanding fees relating to the Lot, Interment and Marker Placement have been paid in full.
- 8.2 All memorial markers shall only be placed, installed or removed by the Caretaker or their designated alternate or other person as authorized by the Administrator. All memorials shall conform to the approved plan of the Cemetery and their sections, and shall be constructed of granite, 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 "D."
- 8.3 Installation of memorial markers will occur during regular business hours. Due to winter conditions, the installation of memorial markers may not occur from November 1 to April 30.
- 8.4 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 gross negligence of the Caretaker or their designated alternate.

- 8.5 The Right of Interment Holder, or their descendants, are required to keep in proper repair, at their expense and to the satisfaction of the District, all markers upon their Lot. Should any marker or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the marker or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. The Right of Interment Holder may request that the District make repairs. All costs associated with the repairs will be borne by the Right of Interment Holder.
- 8.6 All memorial companies are required to submit a proof for approval by the Administrator before the marker will be installed.
- 8.7 The name of the deceased on the memorial marker must be in the English alphabet in addition to any other language to ensure accurate record keeping by the District of Mission.
- 8.8 Each bronze memorial marker shall be attached to granite or concrete base not more than 3 inches (3") thick with the side surfaces true and perpendicular with the top surface of the attached marker. The bronze should be as flush as possible or raised no more than 1 inch (1") from base.
- 8.9 Bronze Memorial markers shall not have letters; figures or designs raised more the 0.5 inch (0.5") above the surface of the base.
- 8.10 All memorial markers are to have a 3 inch (3") border that must be unpolished and free of any ornamentation or design.
- 8.11 Finished memorials shall not include upright candle holders, vases, lanterns or surface mounted emblems that protrude 0.5 inches (0.5") above the surface of the granite memorial or concrete base.
- 8.12 Each memorial marker must be 3 inches (3") thick and shall have its side surfaces true and perpendicular with its top surface.
- 8.13 Ground Interment memorial markers including those for cremation lots, shall be installed flush with the ground, except in areas designated to allow upright memorials.
- 8.14 In an area allowing upright memorials, only one upright memorial on any Lot or portion thereof, will be permitted. The upright memorial will be placed on the Lot as designated by the Administrator.
- 8.15 A memorial marker installation shall be authorized by the District of Mission to allow the setting and installation of all ground interment memorials.
- 8.16 The Administrator may refuse to authorize an installation of a memorial if the person applying has failed to comply with the requirements of this Bylaw. The Administrator may reject memorials, despite the prior authorization, when the memorial does not comply with the specifications in this Bylaw, is not keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.
- 8.17 Where incorrect inscription instructions, dimensions, specifications or locations are given on the memorial installation application and signed by the Interment Right Holder, their successors or the cremation memorial supplier, then the memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.

- 8.18 Columbarium memorial markers must be purchased from the District of Mission for a fee as specified in the Schedule of Fees and Charges, as amended from time to time.
- 8.19 At no time, may any items be affixed to the Columbarium and/or niche plates.

9. FEES AND CHARGES

- 9.1 The fees for use of lots, interments, disinterments, exhumations, installation of memorial markers, care of graves, and the charges for goods for sale by the District for use in the Cemetery and any other Cemetery fees shall be those set out in the Schedule of Fees and Charges attached to and forming part of this Bylaw.
- 9.2 The fees set out in the Schedule of Fees and Charges shall be paid in full at the Cemetery Services office at the time of purchasing a Right of Interment, Interment Permit or any other goods or services sold by the District in connection with the operation of the Cemetery.
- 9.3 A Cemetery Reserve Fund has been established by Bylaw to allow for future expansion of the Cemetery and capital improvements as required from time to time.
- 9.4 A 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 Care Fund will be held and invested as trust funds by the District and in accordance with the requirements of the CIFSA.
- 9.5 The Care Fund will be maintained with the District in an account to be designated as the "Care Fund." The Administrator and Director of Finance will be responsible for all deposits to such account and for ensuring that:
- a) The account at all times complies with the provisions of CIFSA;
 - b) Any investment of monies in the Care Fund is permitted under the CIFSA, the *Local Government Act*, the *Community Charter*, and this Bylaw;
 - c) Any interest earned on the investments of the Care Fund shall only be used for maintenance and care of the Cemetery after all lots have been sold.
- 9.6 The Administrator may, on behalf of the District, accept voluntary payments to the Care Fund from any person or organization.
- 9.7 The principal sum of the Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.
- 9.8 Any charges incurred by the Cemetery above and beyond the standard scope of services will be charged to the Rights Holder and paid prior to the interment.

10. GENERAL

- 10.1 Every person, including those in funeral processions, when entering and while within the Cemetery, shall obey the instructions of the Caretaker or their designated alternate. Any person not behaving with proper decorum within the Cemetery or who disturbs the peace, quiet, and good order of the Cemetery may be evicted by the Caretaker or their designated alternate.

- 10.2 No person shall discharge any firearm within the Cemetery, except at military funerals where the discharge of firearms is permitted only in regular volleys, under the command of the RCMP Officer in Charge, and only during the conduct of the burial service.
- 10.3 The pedestrian gates at the Cemetery are always open. The Cemetery vehicle access gates are open between 9am and 4pm daily except for statutory holidays. However, the Cemetery vehicle gates will be opened on Remembrance Day (November 11).
- 10.4 Cemetery roadways are for the exclusive use of Interment processions, Cemetery visitors, or others approved by the Administrator. Vehicles shall not exceed ten (10) kilometers per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker or their designated alternate.
- 10.5 Persons owning or having custody, care or control of a dog must have the dog on a leash and be in control of the dog at all times. Dog owners are required to clean up after and properly dispose of their pet waste.
- 10.6 Artificial flowers, boxes, glass, ceramic, shells, toys, wire screens, trinkets, statues, arbours, trellises, tripods, balloons, wind catchers or other objects are prohibited on any Lot with the following exceptions:
 - a) Only one (1) container made of a durable material that will not shatter or break, and fits wholly onto a memorial marker with sides not extending beyond the edges of the memorial marker not including its foundation. Tripods may be used for holding wreaths and sprays of flowers during the Interment only and will be removed at the discretion of the Caretaker or their designated alternate.
 - b) Cut or artificial flowers, wreaths and floral tokens (tributes) shall be permitted and placed directly onto the memorial marker on a Lot from November 1 to March 15 only. These items may be removed by the Caretaker and disposed of when their condition is considered to be detrimental to the appearance and character of the Cemetery. Plant material and grave adornments associated with seasonal events or celebrations will be removed after 30 days by the Caretaker or their designated alternate.
 - c) Only live material may be placed directly on top of the marker from March 16 to October 31.
- 10.7 No person other than Caretaker or their designated alternate, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within the Cemetery.
- 10.8 No ground Lot shall be defined by a fence, railing, coping, hedge or by any other marking.
- 10.9 No person other than the Administrator shall solicit orders for goods or services within the Cemetery.
- 10.10 No person shall destroy, damage, or deface any Lot, memorial, fence, vegetation, gate, or any structure in the Cemetery or injure or destroy any Cemetery improvements.
- 10.11 No person shall deposit any rubbish or offensive material within the Cemetery.
- 10.12 No person shall play any game or sport within the Cemetery.

- 10.13 The District of Mission has no responsibility for any Lot adornment or for maintenance or preservation of any adornment.
- 10.14 The District of Mission may remove from any Lot or from the Cemetery any adornment or other personal property that is detrimental to the operation or maintenance of the Cemetery, constitutes a hazard to visitors, employees or machinery, is unsightly or abandoned, is inconsistent with the dignity of the Cemetery or general community standards, or does not comply with this Bylaw.
- 10.15 The District of Mission has no obligation to give notice to any person that the Caretaker has removed adornments or other personal property from the Cemetery, and the Caretaker may destroy any perishable adornments or other personal property.

11. INTERPRETATION

In this Bylaw terms defined in the *Cremation, Interment and Funeral Services Act* (CIFSA) 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:

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 Director, Parks, Recreation and Culture Department of the District of Mission, or duly appointed designate;

Authorized Person - means the person authorized on behalf of the client to authorize a Right of Interment or Interment Authorization (e.g. executor, next of kin);

Care Fund - means a fund for the perpetual upkeep and care of the Cemetery as required by the CIFSA (*Cremation, Interment and Funeral Services Act*), as amended from time to time;

Caretaker – means the person(s) duly authorized to perform cemetery services, including the disposition of human and cremated remains, and other cemetery maintenance and operational functions;

Cemetery – means land set apart or used as a place of interment by the District of Mission. Excluding privately owned and operated cemeteries, such properties include but are not limited to Oblates of Mary Immaculate at Fraser River Heritage Park, and the burial grounds located on the private property of Westminster Abbey;

Child – means a person between the ages of two (2) and twelve (12) years of age;

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;

Cemetery Clerk – means the person duly authorized as such from time to time to conduct the sale of rights of interment, Cemetery services, and perform other assigned duties and administrative functions;

Columbarium – means an often free standing structure, which is constructed of numerous small compartments (niches) designed to hold urns containing cremated remains. Niches hold one or two urns;

Commingled – means the intentional mixing of the cremated remains of more than one deceased person;

Companion Lot – means two (2) full burial lots located side-by-side, and with a shared memorial marker;

Control of Disposition – means the person or agency as defined in Section 5 of the CIFSA who has authority to control the disposition of human or cremated remains;

Cremated Remains – means the human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the human remains;

Cremation Vault – means a completely enclosed container composed of durable material (fiberglass, polypropylene, steel, concrete, or granite) to encase an urn or urns holding cremated remains;

Curbing – means a concrete border created in or on the ground surrounding a Lot or an area of lots; frequently used in historic areas to define family lots;

Disinterment – means the removal, for the purpose of permanent relocation, of human remains, the container, or any of the remaining container holding the human remains, from the Lot in which the human remains are interred;

District – means the District of Mission;

Exhumation – means the exposure and removal of interred human remains for the purposes of viewing or examination;

Family – means a parent or step-parent, 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); may also be called family member for the purposes of this Bylaw;

Fees and Charges – means the amount to be paid for Right of Interment, Interment, Disinterment, Exhumation, and care of graves spaces and the charges for goods and services offered for sale by the District of Mission for use in the Cemetery.

Flower Container/Pot – a container made of a durable material that will not shatter or break, and fits wholly onto a memorial marker with sides not extending beyond the edges of the memorial marker not including its foundation;

Foundation – means a concrete or granite base with its surface extending three inches (3”) on all four (4) sides, the side surfaces must be true and perpendicular with the top surface of the attached flat. Also means the concrete footing that the base of an upright monument sits upon;

Funeral Provider – means an individual licensed to arrange, conduct or direct funerals or the transfer of disposition of human remains, or to arrange burials in the Province of BC;

Grave Cover - means a concrete slab installed above grade covering an occupied Lot;

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;

Grave Vault - means a completely enclosed container composed of fiberglass, polypropylene, steel, concrete, or granite to encase a casket for an in-ground interment;

Human Remains – means a dead body in any stage of decomposition, but does not include Cremated Remains;

In Memoriam – means an inscription on a memorial naming a deceased person who is not and will not be laid to rest in the Cemetery;

Infant – means any person less than two (2) years of age, and shall include a stillborn infant;

Interment – means disposition of human remains or cremated remains in a Cemetery;

Interment Authorization – means a permit to inter human remains or cremated remains in a Cemetery;

Interment Right Holder – means a person who holds a Right of Interment;

Lot – means a space that is in a place of interment, and used or intended to be used for the interment of human or cremated remains under a right of interment. May also be referred to as a plot;

Medical Health Officer – means the person appointed from time to time under the *Public Health Act*, SBC 2008 as amended or replaced from time to time to act as Medical Health Officer for the District of Mission;

Memorial - means a marker, tombstone, headstone, monument, plaque or other marker on a grave or Lot;

Non-Resident – means a person who is not a resident elector as defined in the *Local Government Act*, RSBC, c.323 as amended from time to time, and who is not a resident of the District as defined herein;

Niche – means a space, usually within a Columbarium, designed for the placement of cremated remains;

Ossuary – means a receptacle, usually located below ground, for the placement of non-recoverable, commingled cremated remains;

Resident – means a registered owner of property in the District, or a person who qualifies as a resident elector as defined under the *Local Government Act*, RSBC 1996, c.323, or the spouse or dependent child of such an owner or resident elector;

Right of Interment – means a right, in perpetuity, for the interment of human remains or cremated remains, in a Lot;

Scattering – means the non-recoverable dispersal of cremated remains within a defined area of the Cemetery;

Spouse – means a person who is married to another person, or has lived with another person in a marriage-like relationship for a period of at least two (2) years immediately before the other person's death;

Statutory Holiday - means any of the following days, namely New Year's Day, Family 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;

Urn – means any receptacle, temporary or permanent, used for the encasement of cremated remains;

Veteran – means any person who is serving or who has honourably served in the Canadian Armed Forces, the Commonwealth or its wartime allies, or as a regular member of the Royal Canadian Mounted Police, or as a Peace Officer in a special duty area or on a special duty operation, or who has served in the Merchant Navy or Ferry Command during wartime (as defined by the Royal Canadian Legion);

All other words and phrases in this Bylaw shall be construed in accordance with the meaning assigned to them in the *Cremation, Interment and Funeral Services Act* and the *Business Practices and Consumer Protection Act* and their associated regulations, all as amended or replaced from time to time.

12. **PENALTY FOR INFRACTIONS**

Every person who violates any 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 a duty or obligation imposed by this Bylaw, shall be liable on summary conviction to a penalty of not less than \$500 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding one month, or both.

13. **COMMENCEMENT AND TRANSITIONAL PROVISIONS**

If an Interment has been arranged, and fees paid before the adoption of this Bylaw, for an interment occurring after the adoption of this Bylaw no further charges related to the interment shall be levied.

14. **REPEAL AND ENACTMENTS**

District of Mission Cemetery and Crematorium Bylaw 858-1980 and all amendments thereto are hereby repealed.

15. **SEVERABILITY**

If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed from the remainder of the Bylaw as deemed valid.

READ A FIRST TIME this 4th day of July, 2017

READ A SECOND TIME this 4th day of July, 2017

READ A THIRD TIME this 4th day of July, 2017

ADOPTED THIS 17th day of July, 2017

RANDY HAWES, MAYOR

MIKE YOUNIE, CORPORATE OFFICER

SCHEDULE "A"



Cemetery Services
7650 Grand St | Mission, BC | V2V 3T3
604-820-5354 | 604-826-4396 (f)
cemetery@mission.ca

RIGHT OF INTERMENT

Certificate#:

This agreement is made _____ between the District of Mission, owner and operator of the Hatzic Cemetery, and the Rights Holder for the Right of Interment in

Having paid the below designated sum in full, the Rights Holder named above is hereby granted a Right of Interment Certificate and permission to use and occupy the specified lot in the Hatzic Cemetery for the purpose of interment and in accordance with and subject to the bylaws and applicable laws relating to the Hatzic Cemetery. It is also understood that the payment below is for the Right of Interment only and does not include fees for interment services or memorial marker placements.

Site and Type:

Right of Interment: \$

Care and Maintenance: \$

GST:

Total: \$ _____

A Right of Interment does not vest the holder in any title or interest in the land or lot, however, provides for the right to inter human or cremated remains in the agreed lot subject to the payment of applicable fees. A copy of the Cemetery Bylaw is available upon request.

This certificate cannot be sold or transferred. It may be surrendered to the The District of Mission for a refund of the lot price at the time of purchase. The care fund is non-refundable as per the Cemetery, Interment and Funeral Services Act of BC (CIFSA).

Initial

TERMS AND CONDITIONS OF A RIGHT OF INTERMENT

In accordance with the District of Mission Cemetery Bylaw 858-1980;

A Right of Interment is for the use of the lot only and all fees and charges relate solely to the lot and do not include any other charges such as:

1. Interment services (opening and closing of a lot at the time of need)
 2. Grave liners and/or Cremation vaults
 3. Memorial Marker Permits and related costs
- all of which will be assessed at the time of interment in accordance with the fees and charges in effect under the Cemetery Bylaw 858-1980 and shall be paid at the District of Mission Cemetery Services office at the time of need.

In accordance with the Cremation, Interment and Funeral Services Act of BC [SBC 2004];

The Right of Interment for the reserved lot may be:

1. Sold back to the District of Mission if the lot is unused. This request must be in writing by the Interment Rights Holder or executor, and the Right of Interment must be surrendered. The amount refunded shall be the lot price paid, at the time of purchase. Care Fund fees are non-refundable in accordance with the CIFSA.
2. A Right of Interment may be transferred to an immediate family member. The request must be in writing by the Interment Rights Holder or executor, this certificate must be surrendered, and a transfer fee paid to the District of Mission, as set out in the Cemetery Fees and Charges.

Where an error is made in the contract of sale and the lot is unavailable, the operator shall:

1. Amend the contract to provide another lot of equal or greater value and similar location acceptable to the lot holder.

Where human error is made and human remains are interred in the wrong lot, the operator shall:

1. Disinter the human remains from the wrong lot and inter them in the correct lot, if available; or
2. Disinter the human remains from the wrong lot and inter them in a lot acceptable to a representative of the lot holder and shall within 30 days after that, notify the registrar of disinterment and interment.

Where the parties fail to agree on a settlement under the above subsection, either party may apply to the registrar who may resolve the matter in any way the registrar considers appropriate in the circumstances as per section 43 of CIFSA.

The operator may reclaim a Right of Interment previously sold:

1. With prior approval by the Director of BPCPA an operator may sell a right of interment for a lot that has been sold previously, 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
2. If a right of interment for a lot is re-sold in the circumstances described in section (1), and the purchaser requires the use of the lot, the Cemetery must provide another right of interment of equal or greater value that is acceptable to the purchaser or personal representative of the purchaser.

This Right of Interment Certificate is not deemed final until signed by both parties and payment of fees is received in full. Payment is due at time of signing. By providing this signature, I warrant the truth of the facts stated herein.

Rights Holder(s) Signature

Print Name

Date

District of Mission Authorization

Date

SCHEDULE "B"



Cemetery Services
7650 Grand St | Mission, BC | V2V 3T3
604-820-5354 | 604-826-4396 (f)
cemetery@mission.ca

INTERMENT AUTHORIZATION PERMIT

Authorization #:

DECEASED INFORMATION

Deceased:

Age:

Date of Birth:

Date of Death:

INTERMENT INFORMATION

Interment Date:

Time of Interment:

Cremation: Crematorium:

Gender:

Place of Birth:

Place of Death:

Interment Site:

Funeral Home:

Telephone:

NEXT OF KIN

Relationship to decedent:

AUTHORIZATION

This authorization acknowledges that the information provided and services and products selected by me are accurately reflected herein and the use and memorialization, and visitation of a lot in the District of Mission Cemetery is subject in every way to the Cemetery Bylaw and rules and regulations of the District of Mission Cemetery as they may be in effect at the time of interment or as amended from time to time thereafter.

Under "Order of Priority" provisions of the Cremation, Interment and Funeral Services Act of BC 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 the interment of the above named deceased under the terms and conditions outlined herein and accept all responsibility for fees associated with this authorization. I agree to indemnify and hold harmless the District of Mission, its officers, and employees, from liability, costs, expenses or claims resulting from this authorization. A copy of the Cemetery bylaw is available to me upon my request.

Signature of Authorized Person

Printed Name

THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts)

CONTROL OF DISPOSITION OF HUMAN REMAINS OR CREMATED REMAINS - Part 3 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 23 (5) of the Wills, Estates and Succession Act;
 - (j) the minister under the Employment and Assistance Act or, if the public Guardian and Trustee is administering the estate of the deceased under the Wills, Estates and Succession Act, the Public Guardian and Trustee;
 - (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.

DEFINITION OF SPOUSE

"Spouse" means a person who

- (a) is married to another person,
- (b) [Repealed 2011-25-320.]
- (c) has lived with another person in a marriage-like relationship for a period of at least 2 years immediately before the other person's death;

WRITTEN AUTHORIZATION - Part 3 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 Public Health Act, or
 - (ii) has received the authorization from the person who, under section 5, has the 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 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.

SCHEDULE "C"

Fees effective January 1, 2019 all fees subject to tax	Grave Space	Care Fund Portion	Total Fees + Applicable Taxes
Grave Space - Resident			
Adult	2,437.96	812.65	\$3,250.61
Child (2-12 years)	1,258.59	419.53	\$1,678.11
Infant (under 2 years)	1,048.82	349.61	\$1,398.43
Cremated Remains	1,088.45	362.82	\$1,451.27
Columbarium - single niche, bottom row	2,118.96	235.44	\$2,354.40
Columbarium - single niche, middle row	2,350.26	261.14	\$2,611.40
Columbarium - single niche, top two rows	2,579.87	286.65	\$2,866.53
Columbarium - double niche, bottom row	3,226.15	358.46	\$3,584.61
Columbarium - double niche, middle row	3,573.11	397.01	\$3,970.13
Columbarium - double niche, top two rows	3,917.53	435.28	\$4,352.81
Grave Space - Non-Resident			
Adult	4,875.89	1,625.30	\$6,501.18
Child (2-12 years)	2,517.20	839.07	\$3,356.27
Infant (under 2 years)	2,097.64	699.21	\$2,796.85
Cremated Remains	2,176.91	725.64	\$2,902.55
Columbarium - single niche, bottom row	4,237.92	470.88	\$4,708.80
Columbarium - single niche, middle row	4,700.55	522.28	\$5,222.83
Columbarium - single niche, top two rows	5,159.77	573.31	\$5,733.07
Columbarium - double niche, bottom row	6,452.28	716.92	\$7,169.20
Columbarium - double niche, middle row	7,146.20	794.02	\$7,940.22
Columbarium - double niche, top two rows	7,835.05	870.56	\$8,705.61
Ossuary			
Ossuary	251.36	27.93	\$279.29
Ossuary market/ faceplate			\$193.80
Grave Liners			
Cremains Liner			\$162.00
Adult Liners			\$488.00
Child Liners			\$488.00

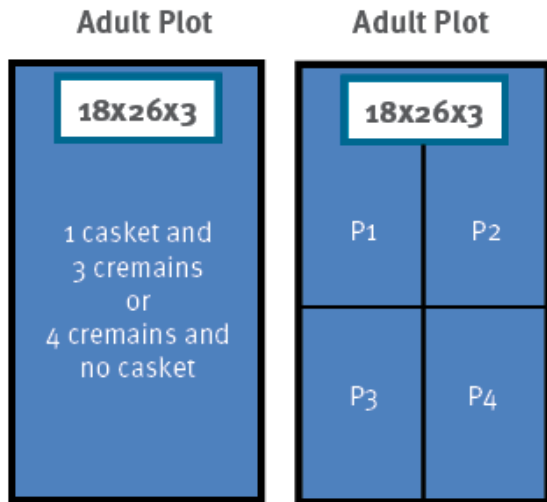
APPENDIX 6 - Schedule C cont'd

Service Services rendered Mon-Fri from 7am - 2pm.	Fees	Grave Space	Care Fund Portion	Total
Services rendered Mon-Fri from 7am - 2pm. Weekends and after 2pm on weekdays are subject to a 50% additional fee over posted rates. Stat holidays are subject to a 100% additional fee over posted rates. Oblates Mary Immaculate (OMI) at Fraser River Heritage Park subject to 20% additional fee over posted rates.				
Opening and Closing				
Adult				\$2,123.67
Child (2-12 years)				\$1,346.21
Infant (under 2 years)				\$1,052.82
Cremains				\$690.58
Each additional set of cremains (interred together)				\$345.29
Exhumation/Disinterment				
Adult				\$3,953.97
Child (2-12 years)				\$3,176.48
Infant (under 2 years)				\$2,279.40
Cremains				\$1,342.68
Marker Permit & Installation				
Single	262.65		29.18	\$291.83
Double	315.18		35.02	\$350.20
Cremains	286.55		31.84	\$318.39
Columbarium niche plate inscription	286.55		31.84	\$318.39
Re-set marker or niche plate on subsequent inscription				\$208.23
Other Fees				
License Transfer				\$108.12
Documentation Replacement Fee				\$108.12

Schedule "D" Memorial Marker Placement

Single Adult Plot

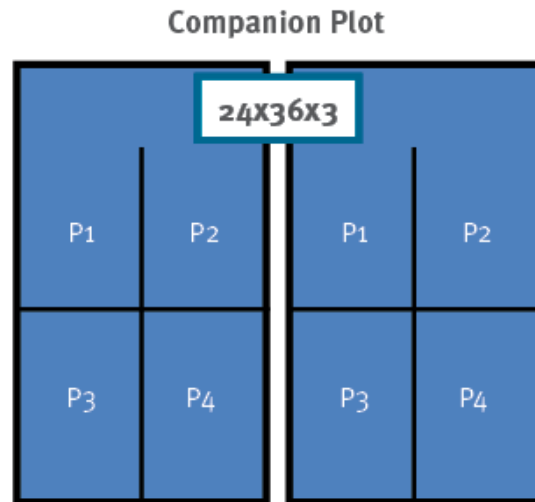
may have one 18" x 26" x 3" marker



Standard Grave Plot: 5.5' x 9'
Casket: 80" long, 26" wide, 16 1/2" deep

Companion Plot (side-by-side)

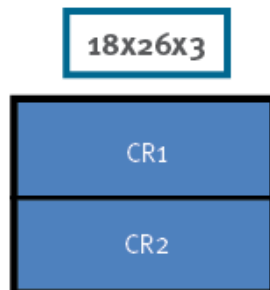
may have one 24" x 36" x 3" marker straddle the two graves



Standard Grave Plot: 5.5' x 9'
Casket: 80" long, 26" wide, 16 1/2" deep

Cremation Plot

may have one
14" x 18" x 3" marker only.



Cremation grave space: 2.75' x 4.5'

Infant Plot

may have one
14" x 18" x 3" marker only.



Infant grave space: 2.75' x 4.5'

The top surface of memorial markers and concrete bases shall measure as follows:

On adult size lots, one memorial marker only:

- a) Memorial markers of one (1) to four (4) persons – 300 mm X 500 mm (12" x 20")
- b) Memorial markers of companion-lots – two (2) adjacent adult lots – 450 mm X 750 mm (18" x 30") or one (1) 300 mm X 500 mm (12" x 20") on each separate plot.

On an infant/child size Lot one memorial marker only:

- a) Not more than 300 mm X 500 mm (12"x 20")

On cremains size Lot, one memorial marker only:

- a) Not more than 300 mm X 500 mm (12"x 20")

Sections in Hatzic Cemetery

Section 1 – means the area between the northern boundary of Ravine Avenue, eastern boundary of Crabapple Lane, and southern boundary of Centre Avenue, consisting of Block 15 through 33 inclusive of lots 125 up to 18;

Section 02A – means the area between the northern boundary of Ravine Avenue, eastern boundary of Crabapple Lane, western boundary of Pioneer Lane, and southern boundary of Centre Avenue, consisting of Block 07 through 14 inclusive of lots 125 up to 192;

Section 02B –Infant and Children’s section –means the area between the northern boundary of Ravine Avenue, eastern boundary of Pioneer Lane, southern boundary of lots 171A and between Blocks 7 through 10, and western boundary of Block 10. Burials up to two (2) years of age, with a maximum plot size of 2.75’ x 4.5’ Lots in this section may have up to two (2) additional cremated remains of family members added where an infant was buried;

Section 03 – means the area east of Pioneer Lane, in the north eastern most corner of the Cemetery;

Section 04 – means the area between the western boundary of Hatzic Lane, north of Cemetery Avenue, east of Draper Road, and south of the crematorium and parking Lot. This section includes Columbariums and has an area designated for the development of a Cremation Garden;

Section 05 – means the area between the western boundary of Hatzic Lane, northern boundary of Centre Avenue, eastern boundary of Veterans Lane, and southern boundary of Cemetery Avenue.

Section 06 – means the area between the western boundary of Veterans Lane, northern boundary of Centre Avenue, eastern boundary of Crabapple Lane, and southern boundary of Cemetery Avenue.

Section 07 – means the area between the western boundary of Crabapple Lane, northern boundary of Centre Avenue, eastern boundary of Pioneer Lane, and southern boundary of Cemetery Avenue.

Section 08A – means the area west of Pioneer lane, with its northern boundary being Section 3, its eastern boundary being the ravine, and southern boundary being Section 8B.

Section 08B – means the historic area of the Cemetery east of Pioneer Lane, south of Section 8A, west of the ravine and north of Section 8C. Lots in this area are identified firstly by a single alphabetic character, secondly by a numeric value.

Section 08C – means the historic area of the Cemetery east of Pioneer Lane, south of Section 8B, west of the ravine and north of Cemetery Avenue. Lots in this area are identified firstly by a double alphabetic character, secondly by a numeric value.

Section 08D – means the area east of Section 08C and north of Cemetery Avenue, in the south eastern most corner of the Cemetery.

Schedule "E"
Fees and Charges

Fees effective January 1, 2017 all fees subject to tax	Grave Space	Care Fund Portion	Total
Grave Space - Resident			
Adult	2,297.33	765.78	\$3,063.11
Child (2-12 years)	1,186.00	395.33	\$1,581.34
Infant (under 2 years)	988.33	329.44	\$1,317.77
Cremated Remains	1,025.68	341.90	\$1,367.58
Columbarium - single niche, bottom row	1,996.75	221.86	\$2,218.61
Columbarium - single niche, middle row	2,214.71	246.08	\$2,460.79
Columbarium - single niche, top two rows	2,431.08	270.12	\$2,701.20
Columbarium - double niche, bottom row	3,040.07	337.79	\$3,377.86
Columbarium - double niche, middle row	3,367.02	374.12	\$3,741.13
Columbarium - double niche, top two rows	3,691.57	410.18	\$4,101.75
Grave Space - Non-Resident			
Adult	4,594.67	1,531.55	\$6,126.22
Child (2-12 years)	2,372.01	790.67	\$3,162.68
Infant (under 2 years)	1,976.66	658.89	\$2,635.55
Cremated Remains	2,051.36	683.78	\$2,735.14
Columbarium - single niche, bottom row	3,993.49	443.72	\$4,437.21
Columbarium - single niche, middle row	4,429.43	492.16	\$4,921.59
Columbarium - single niche, top two rows	4,862.16	540.24	\$5,402.40
Columbarium - double niche, bottom row	6,080.14	675.57	\$6,755.71
Columbarium - double niche, middle row	6,734.03	748.23	\$7,482.26
Columbarium - double niche, top two rows	7,383.14	820.34	\$8,203.48
Ossuary			
Ossuary	236.85	26.32	\$263.17
Ossuary market/ faceplate			\$183.00
Grave Liners			
Cremains Liner			\$156.00
Adult Liners			\$468.00
Child Liners			\$468.00

Service Fees Services rendered Mon-Fri from 7am - 2pm.	Grave Space	Care Fund Portion	Total
Services rendered Mon-Fri from 7am - 2pm. Weekends and after 2pm on weekdays are subject to a 50% additional fee over posted rates. Stat holidays are subject to a 100% additional fee over posted rates. Oblates Mary Immaculate (OMI) at Fraser River Heritage Park subject to 20% additional fee over posted rates.			
Opening and Closing			
Adult			\$2,001.19
Child (2-12 years)			\$1,268.56
Infant Under 2 years)			\$992.09
Cremains			\$650.75
Each additional set of cremains (interred together)			\$325.37
Exhumation/Disinterment			
Adult			\$3,725.91
Child (2-12 years)			\$2,993.27
Infant (under 2 years)			\$2,147.93
Cremains			\$1,265.23
Marker Permit & Installation			
Single	250.00	25.00	\$275.00
Double	300.00	30.00	\$330.00
Cremains	273.00	27.00	\$300.00
Columbarium niche plate inscription	273.00	27.00	\$300.00
Re-set marker or niche plate on subsequent inscription			\$200.15
Other Fees			
License Transfer			\$102.00
Documentation Replacement Fee			\$102.00