

**KALEDEN IRRIGATION DISTRICT**

**Bylaw No. 398**

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**A Bylaw to Provide for the Regulation, Maintenance and Operation of the Kaleden Cemetery**

**WHEREAS** in accordance with the *Business Practices and Consumer Protection Act* (BPCPA) and the *Cremation, Interment and Funeral Services Act*, (CIFSA) the Trustees of the Kaleden Irrigation District deem it necessary to rescind Bylaw No. 184 and Bylaw No. 324 and replace these with an updated bylaw;

**NOW THEREFORE**, The Trustees of the Kaleden Irrigation District in open meeting assembled **ENACT AS FOLLOWS:**

**PART 1 – DEFINITIONS**

- 1.1** “District” shall mean the Kaleden Irrigation District.
- “Trustees” shall mean the Trustees of the Kaleden Irrigation District
- “Office Administrator” shall mean the person or persons duly appointed as such from time to time by the Trustees.
- “Caretaker” shall mean the person or persons duly appointed from time to time as Caretaker or Caretakers of the Cemetery of Kaleden, BC.
- “Cemetery” shall mean and include any parcel or tract of land owned, used or maintained by the Kaleden Irrigation District as a cemetery, either within or without the District.
- “Medical Health Officer” shall mean the person duly appointed from time to time as the Medical Health Officer, Ministry of Health, Province of British Columbia.

The use of words signifying the masculine shall include the feminine.

**PART 2 – KALEDEN CEMETERY LANDS**

- 2.1** The following lands owned by the District have been set aside and used for cemetery purposes,
- (a) Kaleden Cemetery, legally described as Lot 6, District Lot 103s, Plan 719, Similkameen Division Yale District.
- 2.2** A copy of the plans of the cemetery shall be kept available for public inspection in the District Office and at such other places as may be deemed necessary.

### **PART 3 – FEES AND CHARGES**

- 3.1** The fees for interment, disinterment, use of grave space and care of graves and the charges for goods offered for sale by the District for use in the cemetery shall be those set out in Schedule “A” of the prescribed bylaw.
- 3.2** The fees set out in Schedule “A” shall be paid in advance at the District office at the time of signing of the contract(s).
- 3.3** In cases of poverty, the Trustees may consider and decide on applications for the remission of fees in whole or in part.

### **PART 4 – RIGHT OF INTERMENT**

- 4.1** Exclusive Use. The Trustees may enter into a contract with a person who has the right of control of the disposition of human remains or cremains. Fees are subject to the terms of Schedule “A” forming part of this bylaw. The contract will be for the exclusive use by the person named in the contract, his executors or administrators. The Office Administrator shall be furnished with a statement of the name, age, date of death of the deceased, date and time of burial, cause of death, and any special instructions, including any received from the Medical Health Officer relative to that interment; and any other information to comply with this bylaw and any other applicable legislation necessary to allow the Caretaker to prepare the Plot for interment.
- 4.2** Right of Refusal. The Trustees reserve to themselves the right to refuse to sell the use of more than two grave spaces to one individual.
- 4.3** Transfer Request. If the holder of the Interment Right Contract shall at any time desire to dispose or transfer to another person his right to use and occupy the grave space named in the contract, the transfer request must be in writing by the holder of a Right of Interment, as set out in Schedule “D” forming part of this bylaw, and a transfer fee as set out in Schedule “A”, attached, shall be paid to the District. The Trustees shall effect the desired transfer and the Office Administrator shall amend the records accordingly stating the new holder of the Right of Interment of the plot or plots.
- 4.4** Order of Priority. The right of a person to control the disposition of human remains or cremated remains vests in and devolves on that person in the order of priority in the *Cremation, Interment and Funeral Services Act*.
- 4.5** All Interment Right Contracts issued for use of a grave space in the cemetery shall be subject to the provisions of this bylaw and all bylaws now or hereinafter to be passed by the Trustees of the District.

### **PART 5 – INTERMENT AND EXHUMATION**

- 5.1** Each interment in the cemetery shall be made in a grave dug to a depth sufficient to provide up to three feet of earth between the upper surface of the coffin or grave liner and the level of the ground surrounding the grave.
- 5.2** Not more than one casket interment, plus eight cremations shall be permitted in any one standard sized plot, or two sets of cremated remains in the regular cremation section.

- 5.3** A grave liner shall be used for each interment, except in the case of cremated remains.
- 5.4** A person must not inter human remains unless they are accompanied by a Certificate of Death, and a Burial Permit or Cremation Certificate issued by a vital statistics registrar under the *Vital Statistics Act*. No body other than a deceased human body shall be interred in the cemetery and no interment of a body shall be made until a licence to inter the body (Interment Permit), known as Schedule "C", forming part of this bylaw, has been obtained from the District.
- 5.5** An Interment Permit must be obtained at least 48 hours before any interment can take place except in the case of a person dying of an infectious disease.
- 5.6** The body of any person who dies having an infectious disease shall be interred in accordance with the instructions furnished by the Medical Health Officer according to the *Health Act*.
- 5.7** Each interment of cremated remains in the cemetery shall be made in a suitable metal container or encased in concrete not less than five (5) centimeters (2 inches) thick and shall be buried in the grave not less than sixty-one (61) centimeters (2 feet) deep except where the concrete encased container is used as the base for a small memorial tablet installed on the grave and flush with ground level.
- 5.8** No grave shall be dug or opened or closed by any person other than those persons duly authorized by the District.
- 5.9** No vaults or other methods of interment above ground level shall be permitted in the cemetery.
- 5.10** No deceased person interred in the cemetery shall be exhumed without a written order being first obtained from the proper authority in accordance with the requirements of the *Cremation, Interment and Funeral Services Act* and the presentation of such order to the Office Administrator.
- 5.11** Section 5.10 does not apply if human remains are to be disinterred from one plot and interred in another plot in the same cemetery; or if human remains are to be exhumed or disinterred on the authority of an order of a court or under the *Coroners Act*.

#### **PART 6 – CEMETERY CARETAKER**

- 6.1** A cemetery caretaker may be appointed by the District, and the cemetery caretaker shall be responsible for the following:
- a) To dig and prepare, or cause to be dug and prepared, all graves required to be dug pursuant to the provisions of this bylaw.
  - b) To install all memorial tablets, markers and monuments etc.
  - c) Carry out or cause to be carried out, the general work of the cemetery to maintain it in a neat and tidy condition, including the maintenance of paths, gates, fences and other cemetery improvements.

#### **PART 7 – ADMINISTRATION AND CEMETERY CARE FUND**

- 7.1** The Office Administrator shall maintain records as necessary to the administration and management of the cemetery and as required under the *Cremation, Interment and Funeral Services Act*.

**7.2** A fund shall be established to be known as the "Cemetery Care Fund" and such funds shall be administered in accordance with the requirements of the Regulations made under the *Cremation, Interment and Funeral Services Act* for the establishment and administration of the Cemetery Care Fund and with the procedures hereinafter set out.

- a) A separate bank account shall be established to be known as the "Cemetery Care Fund Account" into which the Office Administrator shall pay all funds received for Care Fund Purposes.
- b) On all Rights of Interment for the use of grave space sold, the Office Administrator shall pay into the "Cemetery Care Fund" from the amount received for each Right of Interment sold the fee specified in Schedule "A".
- c) On all Rights of Interment for the use of grave space, and all contracts or agreements for the sale of such Rights of Interment, the amount required to be used for Care Fund purposes shall be specified.
- d) Any owner of a memorial marker or tablet desiring to install same in the cemetery shall pay to the District, prior to the installation of such memorial, a fee as per Schedule "A", as a contribution to the Cemetery Care Fund and such amounts when received shall be paid by the Office Administrator into the Cemetery Care Fund.
- e) Investment of funds received for Care Fund purposes shall be made as required by the Regulations under the *Cremation, Interment and Funeral Services Act*.
- f) The income from the Cemetery Care Fund including any appreciation shall be used for the sole purpose of upkeep and maintenance of the property licenced and the cemetery of which it forms part.
- g) The original principal sum of the Cemetery Care Fund shall not be reduced otherwise than in accordance with an order of the Registrar appointed under the *Cremation, Interment and Funeral Services Act* to the Regulations under the *Cremation, Interment and Funeral Services Act*.
- h) A separate account of all monies received under the provisions of this bylaw and all monies expended hereunder shall be kept by the Office Administrator.

**7.3** The Office Administrator is hereby authorized on behalf of the District to grant an Interment Right Contract on the form known as Schedule "B", an Interment Permit Contract on the form known as Schedule "C", a Surrender or Transfer of a Plot known as Schedule "D" hereof in respect of any grave space in the cemetery, according to the scale of fees and charges specified in Schedule "A" of the prescribed bylaw and subject to the provisions of this bylaw.

## **PART 8 – MEMORIALS**

A memorial may be installed on a grave in the cemetery and subject to the following:

**8.1** No memorial marker or tablet shall be placed on any grave space in the cemetery until the amount as noted in Schedule "A" has been paid to the District for Care Fund purposes in respect to each memorial which it is desired to install, or as authorized by the District.

**8.2** All grave markers or memorials are considered to be the property of the purchaser and required care or repair is the responsibility of the purchaser.

**8.3** Allowable memorial sizes: ( not to exceed the following )

Full burial	28" x 16"
Cremation	16" x 10"
Cremation double	16" x 10"

**8.4** No grave or grave space in the cemetery shall be defined by a fence, railing, coping, curbing, hedge or by other marking save by a memorial marker, tablet or monument, except under explicit authorization by the District.

### **PART 9 – GENERAL PROVISIONS**

**9.1** Cut flowers, wreaths and floral offerings may be placed on graves but will be removed by the Caretaker when their condition is considered by him to be detrimental to the beauty of the cemetery. Artificial flowers will be permitted to be placed during the winter until the first grounds maintenance is carried out in the spring.

**9.2** No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the cemetery other than a person authorized by the District to do so.

**9.3** All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the cemetery or any improvements in the cemetery.

**9.4** All vehicles and their drivers, while in the cemetery grounds, shall be subject to the directions and orders of the Caretaker. All persons and funeral processions in the cemetery shall obey the reasonable instructions of the Caretaker, but any person not behaving with proper decorum within the cemetery, or disturbing the quiet and good order of the cemetery may be evicted there by the Caretaker or a person duly authorized by the District.

**9.5** No person shall solicit orders for markers, tablets, memorials, curbing, capping or like works within the limits of the cemetery.

**9.6** The discharging of firearms is prohibited except at a military funeral.

**9.7** Notwithstanding anything herein contained, the administration of the cemetery shall be carried out at all times in accordance with the *Cremations, Interment and Funeral Services Act* and Regulations made hereunder.

**9.8** A caretaker may remove any object in or on the place of interment if, in the caretaker's opinion the object:

- a) Has been placed there in contravention of the bylaws respecting the place of interment;
- b) Is dangerous;
- c) Impedes the care or maintenance of the place of interment, or;
- d) Is unsightly.

**PART 10 – SCHEDULES**

Schedules ‘A’, ‘B’, ‘C’, and ‘D’ attached hereto form part of the bylaw and are enforceable in the same manner as this bylaw.

**PART 11 – CITATION AND REPEAL**

**11.1** Bylaw No. 184, cited as the “Cemetery By-law No. 184” is hereby repealed.

Bylaw No. 324 cited as a “Cemetery Amendment Bylaw” is hereby repealed.

**11.2** This Bylaw may be cited as the “Kaleden Irrigation District Cemetery Management Bylaw No. 398, 2016”

**INTRODUCED** and given first reading by the Trustees on the **12<sup>th</sup> day of December, 2016.**

**RECONSIDERED** and finally passed by the Trustees, on the **12<sup>th</sup> day of December, 2016.**

\_\_\_\_\_  
**CHAIR OF THE TRUSTEES**

I hereby certify under the seal of  
**KALEDEN IRRIGATION DISTRICT**  
that this is a true copy of Bylaw No. 398  
passed by the Trustees  
on the **12th day of December, 2016.**

\_\_\_\_\_  
**OFFICER**



119 PONDEROSA AVE.  
 P.O. BOX 107,  
 KALEDEN, BC V0H 1K0  
 (250) 497-5407

**SCHEDULE "A"**

**CEMETERY FEES**

“ For the purpose of this bylaw, “Resident” shall mean any person who has resided or owned property within the boundaries of the Kaleden Irrigation District for a period of six (6) months immediately preceding the purchase of a Right of Interment entitlement to use a cemetery plot, or shall mean any person who has resided or owned property within the boundaries of Kaleden Irrigation District for a period of not less than five (5) consecutive years. “

<u>GRAVE SPACE</u>	<u>FEE</u>	<u>CARE FUND CONTRIBUTION</u>
Adult Resident	225.00	55.00
Child Resident	225.00	55.00
Infant Resident	225.00	55.00
Cremated Remains of resident	125.00	30.00
Adult Non-Resident	375.00	90.00
Child Non-Resident	375.00	90.00
Infant Non-Resident	375.00	90.00
Cremated Remains of Non-Resident	250.00	65.00
<u>SERVICES</u>		
Opening & closing grave for burial:		
Adult Size	500.00	
Child Size	500.00	
Infant Size	500.00	
Cremated Remains	125.00	
Opening & closing grave for exhumation:		
Adult Size	650.00	
Child Size	650.00	
Infant Size	650.00	
<u>TRANSFER FEE</u>	25.00	
Installation of memorial marker	50.00	10.00
<u>GOODS</u>		
Grave liner	425.00	
<u>BURIALS AFTER 2 PM MONDAY to FRIDAY &amp; ON SATURDAY, SUNDAY OR STATUTORY HOLIDAYS:</u>		
Adult Size – extra fee	120.00	
Child or Infant Size – extra fee	120.00	
Cremated Remains – extra fee	75.00	



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**SCHEDULE "B"**  
**RIGHT OF INTERMENT**

\_\_\_\_\_ ( Name or Company )

AS AGENT FOR \_\_\_\_\_ ( Right of Interment Address)

HAVING PAID THE SUM SHOWN IN THE RECEIPT BELOW FOR A RIGHT OF INTERMENT, PERMISSION IS HEREBY GRANTED TO:

\_\_\_\_\_ ( Name of person to be interred)

TO USE OR OCCUPY WITHIN THE KALEDEN CEMETERY:

SECTION \_\_\_\_\_ ROW \_\_\_\_\_ PLOT \_\_\_\_\_ FULL BURIAL \_\_\_\_\_ CREMATION \_\_\_\_\_

This Right of Interment is subject to Kaleden Irrigation District Cemetery Bylaw No. 398 as amended or replaced from time to time, and any other bylaw applicable thereto being in force in the Kaleden Irrigation District. In granting the Right of Interment, the Kaleden Irrigation District undertakes to maintain a Cemetery Care Fund for the Kaleden Cemetery only, for the maintenance of the grave space specified herein and the Cemetery of which it forms part, and will set aside within the present calendar year for the use of the Cemetery Care Fund a portion of the fee as specified below. The Right of Interment holder is hereby notified in accordance with the *Cremation, Interment and Funeral Services Act* that prior to the installation of any marker or memorial tablet on the grave site sold, the purchaser must pay to the Kaleden Irrigation District the fee in effect as specified by the Cemetery Bylaw in force at the time of payment, as a contribution to the Cemetery Care Fund.

*NOTE: This Right of Interment is not transferable  
Except as authorized in Cemetery Bylaw No. 398.*

DATED: \_\_\_\_\_

ISSUED BY: \_\_\_\_\_

RIGHT OF INTERMENT FEE: \$ \_\_\_\_\_

CEMETERY CARE FUND PORTION: \$ \_\_\_\_\_

TOTAL DUE: \$ \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF APPLICANT

CONDITIONS AND REGULATIONS ATTACHED FORMING PART OF THIS SCHEDULE "B"





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**SCHEDULE "C"**

**INTERMENT PERMIT**

IN CONSIDERATION OF THE SUM AS DETAILED IN THE RECEIPT BELOW, BEING PAID AND UPON PRESENTATION OF "NOTICE OF REGISTRATION OF DEATH" OR EQUIVALENT AND A "BURIAL PERMIT" OR "CREMATION CERTIFICATE" (if applicable ) ISSUED BY A CORONER, PERMISSION IS HEREBY GIVEN TO:

\_\_\_\_\_  
**AUTHORIZED SIGNATORY**

*The above authorized signatory hereby states that he/she has been named as the person that has the right to control the disposition of the human remains. (Part 3, Section 8 (1) of the Cremation, Interment and Funeral Services Act. Documentation proof such as a will, letter or statutory declaration naming the above person must be provided to the District prior to the interment.*

**TO HAVE THE REMAINS / ASHES OF**

\_\_\_\_\_  
**INTERRED IN THE KALEDEN CEMETERY**

IN GRAVE SPACE NUMBER \_\_\_\_\_ OF ROW \_\_\_\_\_ IN THE  
\_\_\_\_\_ SECTION, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20  
AT \_\_\_\_\_ O'CLOCK  
FULL BURIAL \_\_\_\_\_ CREMATION BURIAL \_\_\_\_\_

DATED: \_\_\_\_\_

**DESCRIPTION OF FEES:**

Opening and closing full burial:	\$ _____
Grave Liner:	\$ _____
Opening and closing Cremated Remains:	\$ _____
Installation of Marker or Memorial Tablet:	\$ _____
Weekend or After Hours Fee:	\$ _____
<b>TOTAL DUE:</b>	<b>\$ _____</b>

**CONDITIONS AND REGULATIONS ATTACHED FORMING PART OF THIS SCHEDULE "C"**



**SCHEDULE "D"**

**119 PONDEROSA AVE.**

**P.O. BOX 107,  
KALEDEN, BC V0H 1K0  
(250) 497-5407**

**SURRENDER OR TRANSFER OF RESERVED PLOT**

**SECTION:** \_\_\_\_\_ **ROW:** \_\_\_\_\_ **PLOT:** \_\_\_\_\_

I, \_\_\_\_\_, of  
*(insert full legal name of Right of Interment Holder )*

\_\_\_\_\_  
*( insert address of Right of Interment Holder )*

Hereby surrender to the Kaleden Irrigation District the above reserved plot,

OR

Hereby transfer to \_\_\_\_\_ ( Transferee) the reserved plot,  
And I certify that:

1. The Right of Interment has not been transferred, sold, or otherwise assigned to any other person and that I am the sole person entitled to request this application for Surrender;
2. No human or cremated remains have been interred nor is any interment pending in the plot to which the Right of Interment applies as of the date of this application for Surrender;
3. The amount to which I am entitled to be reimbursed on the surrender of the Right of Interment is the plot fee paid pursuant to the Agreement less \$25.00 for all in ground burial plots and cremation plots. The Cemetery Care Fund contribution is non-refundable.

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

\_\_\_\_\_  
Signature of Applicant for Surrender or Transfer

The KALEDEN IRRIGATION DISTRICT hereby acknowledges receipt of the original Licence / Right of Interment together with this Application for Surrender and agrees to pay the holder of such Licence / Right of Interment the Surrender fee described in paragraph 3 above within 30 days of the date of Surrender.

DATED AT KALEDEN, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

**KALEDEN IRRIGATION DISTRICT** \_\_\_\_\_



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## FORMING PART OF SCHEDULE "B" & SCHEDULE "C" CONDITIONS & REGULATIONS

1. Interment in such grave or lot shall be subject to the bylaws of said District, both those endorsed hereon and all other now in force hereinafter prescribed (to all of which the Applicant or Authorized Signatory agrees in completing any Cemetery forms).
2. Arrangements for burial must be made at the District Office by the person who has the right of control of the disposition of human remains or cremated remains.
3. No interment shall be made in the Cemetery except on presentation of a permit, nor shall the remains of a deceased person be accepted for burial or other disposal except upon presentation of the *Burial Permit or Cremation Certificate and Certificate of Death of the deceased*, issued by a Registrar of Births, Deaths or Marriage, or by other official under the provisions of the *Vital Statistics Act and Regulations*.
4. No said assignment or transfer of graves, lots or rights of interment therein shall be made without the written consent of the District. Such transactions shall not be recognized unless and until recorded on the Cemetery Books and the payment of such fees prescribed for amending the Records of the Cemetery.
5. Until an interment has been made in a grave, an assignment or transfer of interment rights therein may be made by the registered holder of the Right of Interment, subject to the provisions of the Cemetery Bylaw. After an interment has been made in a grave or plot, no assignment or transfer of any right therein may be made or will be recognized by the District.
6. All interments, disinterment and removals including all openings and closing of graves shall be made only by the District
7. To adequately provide for the "care" of the Cemetery, full burial interments must have a grave liner, as applicable to the particular area and built to specifications of the District.
8. In consideration of any multiple burial privileges which may be granted by the District for lots in certain designated areas, burial of remains will only be allowed as specified in the bylaw.
9. Flat memorials (flush with the ground) are only allowed as specified in the bylaw. While the holder of the Right of Interment or Interment Permit is entirely free in selecting the supplier and material of the memorial, the size must conform to the Cemetery Bylaw of the District, and the District reserves to itself the placement or removal of any and all memorials.
10. No marker or memorial privileges shall be allowed until graves, plots or liners and all other charges are fully paid including the installation charges for the memorial and the additional contribution to the Care Fund for the extra costs involved in maintaining the grave ( maintenance of memorial is not included).
11. All improvements, alterations or embellishments of plots in the Cemetery shall be under the direction of the District and should any be made without its written consent, the District reserves the right to remove, alter or change such improvements, alterations or embellishments at the expense of the plot holder. The District reserves the right to remove anything which is unsightly, dangerous or impedes the progress of "Care".
12. The planting of trees, shrubs or plants of any kind will not be allowed at any time on said grave or plot and the placing of flowers, fresh or artificial, on graves shall be subject to the conditions set out in the bylaw.
13. This contract can be cancelled by the holder of the Right of Interment or a personal representative of the holder of the Right of Interment within fifteen (15) days of the date the contract was made. If said contract is cancelled within the said 15 day period, a full refund will be made.
14. If the contract needs to be cancelled after the fifteenth (15<sup>th</sup>) day period has elapsed, a cancellation letter must be received by the District written by the holder of the Right of Interment or a personal representative of the holder of the Right of Interment and a refund of the plot fee paid, less \$25.00 will be made. The Care Fund Contribution is non-refundable.
- 15.1 The District may sell a Right of Interment for a plot that has been sold previously, with the prior approval of the Trustees of the District only if:
  - a. The holder of the Right of Interment is at least 90 years of age or, if living, would be 90 years of age,
  - b. A period of at least 50 years has elapsed from the date the prior Right of Interment / Licence was sold,
  - c. At least 90 days has passed since the date the District sent a notice of its intention to resell the Right of Interment to the last known address of the holder of the Right of Interment / Licencee, and the District has not received a response from the holder and
  - d. The District has made diligent attempts to contact the holder of the Right of Interment but is not able to locate them.
- 15.2 If a Right of Interment / Licence is resold in the circumstances described in Section 15.1 above, and the holder of the Right of Interment or the Licencee requires the use of the plot, the District must provide another Right of Interment of equal or greater value that is acceptable to the holder of the Right of Interment or a personal representative of the holder of the Right of Interment.