

# TOWN OF OLIVER BYLAW 1381

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A Bylaw to Regulate the Operation and Maintenance of the Oliver Cemetery

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**WHEREAS** the Council of the Town of Oliver may by bylaw, pursuant to the *Community Charter*, regulate, prohibit and impose requirements in relation to cemeteries, crematoriums, columbariums and mausoleums and the interment or other disposition of the dead;

**THEREFORE BE IT RESOLVED** that the Council of the Town of Oliver, in open meeting assembled, hereby enacts as follows:

**Title**

1. This Bylaw shall be cited as “Cemetery Bylaw 1381”.

**Repeal**

2. Town of Oliver Cemetery Bylaw 1315 and all amendments thereto are hereby repealed.

**Definitions**

3. In this bylaw:

<b>Administration Fee</b>	Means a fee to be charged for any change to be made upon the permanent cemetery records of the Town of Oliver.
<b>Bylaw Enforcement Officer</b>	Means the person duly appointed as such from time to time by the Council of the Town of Oliver.
<b>Care Fund</b>	Means a fund for the care, maintenance and repair of the Town of Oliver’s Cemetery which will be held and administered in accordance with the CIFSA for the purpose of funding the maintenance and care of the Cemetery.
<b>Cemetery</b>	Means and includes any parcel or tract of land owned, used or maintained by the Town, as a cemetery either within or outside the Municipality.

<b>Chief Financial Officer</b>	Means the person duly appointed as officer assigned responsibility for financial administration of the Town by the Council and includes the delegate.
<b>CIFSA</b>	Means the <i>Cremation, Interment and Funeral Services Act</i> administered by the consumer protection authority, as amended or repealed from time to time and all regulations made thereunder.
<b>Columbarium</b>	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 free standing sections, niches for the inurnment of cremated remains.
<b>Council</b>	Means the Municipal Council of the Town of Oliver.
<b>Cremaains</b>	Is the abbreviated form of "Cremated Remains" which means the ashes resulting from the cremation of a deceased human body and the human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains.
<b>Cremation Plot</b>	Means a space used or intended to be used for the interment of cremated human remains as designated on the plan of the Oliver Cemetery, on file in the offices of the Town.
<b>Corporate Officer</b>	Means the person duly appointed as officer assigned responsibility for corporate administration of the Town by the Council and includes the delegate.
<b>Development Fee</b>	Means a fee that shall be administered as a reserve fund in accordance with the <i>Community Charter</i> . The principal and interest in this fund shall be used for development, replacement or repair of Cemetery infrastructure, or for the purchase and development of land for cemetery purposes in the future.

<b>Director of Operations</b>	Means the person duly appointed by the Chief Administrative Officer to be responsible for cemetery services for the Town and includes the delegate.
<b>Disinterment</b>	Means the removal, for the purpose of permanent relocation, of: <ul style="list-style-type: none"> <li>a. human remains, and</li> <li>b. the container, or any of the remaining container, holding the human remains, from the plot in which the human remains are interred.</li> </ul>
<b>Donation</b>	Means an amount other than those fees specified in this bylaw, which is a gift from an individual or group to the Town of Oliver for a specified use in the Cemetery.
<b>Exhumation</b>	Means the exposure and removal of interred human remains for the purposes of viewing or examination.
<b>Family</b>	Means husband, wife, spouse, son, daughter, brother, sister, father, mother, grandfather, grandmother, grandson, and granddaughter.
<b>Grave Liner</b>	Means a receptacle constructed of durable material placed over a burial container holding cremated remains or an urn holding cremated remains to provide reinforcement of a plot as part of an interment.
<b>Interment</b>	Means disposition by: <ul style="list-style-type: none"> <li>a. burial of human remains or cremated remains,</li> <li>b. entombment of human remains, or</li> <li>c. inurnment of cremated remains.</li> </ul>
<b>Interment Right Holder</b>	Means a person who owns a right of interment.
<b>Markers</b>	Means all memorial work set on a plot or plots to memorialize any individual or family member(s).
<b>Medical Health Officer</b>	Means a person appointed, from time to time, for or by the Town, pursuant to the provision of the <i>Health Act</i> .

<b>Niche</b>	Means the recess in a columbarium used or intended to be used for the inurnment of cremains and defined or designated by means of a number.
<b>Preneed Cemetery Contract</b>	Means a contract that provides for cemetery services for one or more persons who are alive at the time the contract is entered into.
<b>Resident</b>	Means any person who has resided or owned property within the municipal boundaries of the Town of Oliver for a period of at least thirty (30) days immediately preceding the purchase of a plot space.
<b>Right of Interment</b>	Means a right, in perpetuity, for the interment of human remains or cremated remains, in a plot.
<b>Standard Plot</b>	Means a space used or intended to be used for the interment of human remains as designated on the plan of the Oliver Cemetery on file in the offices of the Town.
<b>Town</b>	Means the Town of Oliver.
<b>Veteran</b>	Means all former Canadian Forces members as Veterans as long as they have met Department of National Defence's professional occupational classification requirements and have been released from the forces with an honourable discharge. This status applies to Reserve Forces members who meet these requirements as well.

### Location

4. The following lands owned, easement or leased by the Town have been set aside and used for cemetery purposes:
- Lot 203A, District Lot 2450"S", S.D.Y.D., Plan 24065
  - A 0.65 Hectare area - Part of Block J, District Lot 2450s, S.D.Y.D., Plan 1789 Except Plan 22620 (Commenced on October 1, 2011 for 30 years)

Pursuant to the *CIFSA*, a copy of Plan 24065 and Plan 1789 shall be filed with the Registrar.

**Establishment of Board of Cemetery Trustees**

5. Council is hereby appointed as the Board of Cemetery Trustees to operate Municipal Cemeteries.

**Cemetery Plots**

6. Council may, from time to time, subdivide the Cemetery into plots, and in so doing, may create different sizes of plots.

**Use of Veterans Section**

7. No person shall be granted permission to use a plot space in the Veterans section of the Cemetery, unless the space is being used for a Veteran or Veteran's spouse. All plot spaces sold under these conditions shall be subject to payment at the regular rates set forth in Schedule "A" attached hereto and forming part of this bylaw.

**Plot Reservations**

8. The Town will honour any plot reservations with a society, church, other organization or private individual which have previously been made; however, with the exception of the spouse of a deceased person no further reservations will be considered by the Town, and all future applications for use of the cemetery shall be in accordance with the terms of this bylaw.

**Transfer of Rights of Plots**

9. If the holder of a plot space in the cemetery desires to dispose of or transfer to a family member or the Town the right to use and occupy the plot space in the cemetery, they shall first furnish the Corporate Officer full particulars of the name, address, and other description of the family member to whom such disposal or transfer is desired to be made, and the consideration to be paid therefor.
  - a. If the plot space to be transferred relates to a plot space located in the Veterans Section, the requirements of Section 7 of this bylaw concerning entitlement to burial in the Veterans Section shall apply to the person to whom the transfer is to be made.
  - b. Upon receipt of the administration fee prescribed in Schedule "A", and upon compliance with the requirements of this bylaw by the plot space holder, the Corporate Officer shall affect the desired transfer by recording the same in the records kept by the Town for that purpose.
  - c. The holder of a right of interment to use and occupy a plot space in the cemetery shall not allow or permit an interment to be made in the plot space to which the contract refers, nor shall they transfer or dispose of the said plot

space to another person, group or organization unless such interment, transfer, or disposal is made pursuant to and subject to the provisions of this bylaw.

- d. Notwithstanding section 9 b. for plots being returned to the Town, a refund, less the administrative fee of 20% of the original purchase price, including the Cemetery Care Fund contribution, will be refunded to the plot holder.

### **Sale of Cemetery Plots**

10. All plot spaces sold in the cemetery shall be subject to the provisions of this bylaw.

### **Fees and Charges**

11. The fees for interment, disinterment/exhumation, use of plot space, and care of plots, and the charges for goods or services offered for sale or use by the Town in the cemetery, and any other cemetery fees shall be as those set out in Schedule "A" attached hereto and forming part of this bylaw.

The appropriate fees set out in Schedule "A" to this bylaw shall be paid at the time of application for a permit and at the time of purchasing any goods or services sold by the Town in connection with the operation of the cemetery.

### **Cremains in Standard Size Plot**

12. Interment of cremains in a standard size plot shall only be permitted as follows:
  - a. If a full burial has previously taken place in the standard size plot.
  - b. A limit of four (4) sets of cremains shall be permitted to be interred in a standard size plot space, already used for a full-sized burial.
  - c. Notwithstanding paragraphs (a) and (b), should a regular plot having been previously sold and reserved where cremains have been interred and a regular burial is to take place, a premium fee as set out in Schedule "A" shall be paid for each set of cremains to be disinterred for the purpose of the burial.
  - d. Any individual who holds a reservation on a baby or standard size plot and who wishes to place cremains therein, may, at the discretion of the Town, be granted a cremation size plot in exchange for the reserved baby or standard size plot for no additional fee or refund.

**Double Burials**

13. On commencement of double depth burials, not more than two (2) full-size burials and four (4) sets of cremains shall be permitted in any one plot and the first interment in a plot shall be at the lowest depth.

**Right of Interment**

14. Any person who makes application for a right of interment, shall furnish the Corporate Officer with a Provincial Burial Permit or Cremation Certificate, a statement of the name, address, birthdate, age, date of death of the deceased, name of next of kin and relationship, date and time of funeral, and assurance that death was not caused by an infectious disease and other such information as may be reasonably required.

**Infectious Disease**

15. In cases where a person dies having an infectious disease, the body must be buried within 36 hours of death under the direction of the Medical Health Officer and particulars of the disease must be supplied to the Corporate Officer and maintained in the records.

**Exhumation**

16. No human remains 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 Cremations, Interment and Funeral Services Act and the presentation of such order to the Corporate Officer.

**Permission to Inter, Disinter, Exhume, and Cremate**

17. Only human remains shall be interred in the cemetery and no interment of a body shall be made until a Right of Interment contract has been obtained from the Town and the fee for interment as specified in Schedule "A" of this bylaw has been paid to the Town.

All applications for Right of Interment shall be in the form of Schedule "B" of this bylaw and must be made at the Public Works office, at least 48 hours prior to the interment, during regular hours of business as established from time to time by the Director of Operations.

**Hours of Burials**

18. No person shall inter a body in the cemetery except between the hours of 8:00 A.M. and 2:30 P.M., Monday through Friday, except statutory holidays. Permission of the

Director of Operations must first be obtained to inter at another time or if an emergency condition exists.

Where the Medical Health Officer directs, pursuant to the *Health Act*, relating to the *Communicable Disease Regulation* or otherwise, that a body be buried in the Cemetery during any period when the Town office is closed, permission to inter in the Cemetery shall be obtained from the Director of Operations. In this case, the Director of Operations and the persons who perform the burial shall report the matter to the Corporate Officer as soon after such interment as the Town offices are opened with full details of the deceased as required, together with the prescribed fees if such fees have not already been paid.

### **Interment in the Cemetery**

19. No human remains shall be interred in the cemetery except in compliance with and subject to the provisions of this bylaw.
  - a) A grave liner is required for all full-sized burials.
  - b) A grave liner is required for all cremation burials.

### **Depth of Standard Size Plots**

20. Each interment in the cemetery shall be made in a plot dug to a depth sufficient to allow for not less than 90 cm (3 feet) of earth between the upper surface of the liner and the upper surface of the surrounding ground.

### **Depth of Cremation Size Plots**

21. Unless interred in a columbarium niche, cremains shall be interred into a plot providing not less than 15 cm (6 inches) between the upper surface of the liner and the upper surface of the surrounding ground.

### **Layout of Plots**

22. If the spouse of the deceased person reserves an adjoining plot space, the plots shall be designated so that the man is buried on the left and the woman is buried on the right (when viewing from the foot of the plot) unless otherwise requested.

### **Access to Plots**

23. No plot shall be opened or closed by any person other than a person duly authorized by the Director of Operations.



**Cremains**

24. All containers for cremation burial must be of non-deteriorative materials (no cardboard or wood).

The cremains must be placed in a plot purchased or owned by the individual or next of kin or in a plot of a family member already interred. Or, remains may be scattered in designated areas.

Cremains disinterred or exhumed that were in a compostable container and to be reinterred, must now be in a non-decomposable container at the family's costs.

**Scattering of Cremains**

25. Scattering of cremains will only be permitted in the designated "Scattering Garden" sections and only once a Permit to Scatter has been obtained from the Corporate Officer in the form of Schedule "C" of this bylaw, and pursuant to this section. The appropriate fees set out in Schedule "A" to this bylaw shall be paid at the time of registration.

Families, next of kin or the executor of the will, are permitted to scatter cremains in the designated scattering areas without the presence of a funeral director or Public Works employee, providing a Permit to Scatter has been obtained.

**Columbarium**

26. The columbarium available in the Cemetery allows for Preneed Planning. The columbarium niches shall be the only Preneed purchase available in the Cemetery.

Columbarium memorial plaques must be ordered through the Public Work's office with no exceptions.

**Correction of Errors**

27. Any errors made by the Town regarding interment or transfer of plot space rights may be corrected by the Town, at the sole discretion of Council, including substituting plot space rights of equal value or similar location, or refunding cemetery fees paid, or such other correction as directed by Council. In no event shall human remains be exhumed or disinterred except in accordance with the *CIFSA*.

**Curbing**

28. No plot or plot space in the Cemetery shall be defined by concrete casing unless the specifications attached hereto as Schedule "G" are followed and permission for such installation is first obtained from the Director of Operations. These works will

only be approved in the Fairview, Okanagan, Sage, Blossom and Flower Sections. Any works constructed without permission will be removed at owner's expense.

Any existing fence, hedge, curbing, casing, or railing currently installed in the Oliver Cemetery shall be removed under the direction of the Director of Operations if deemed to be unsightly, in bad repair or a safety issue. Any memorial markers attached to such works shall be replaced onto the plot space. Prior to removal of any works on plot spaces, the Town will notify the owners of the plot and if an owner cannot be located, the Town shall request permission from the Cemetery Registrar to remove.

### **Markers**

29. All:

- a) Standard plots will be allowed a maximum marker area of 41 cm x 102 cm (16" x 40") for the placement of markers as shown in "Schedule "E" of this bylaw.
- b) Double standard plots will be allowed a maximum marker area of 41 cm x 224 cm (16" x 88") for the placement of markers as shown in Schedule 'E' of this bylaw.
- c) Single cremation plots will be allowed a maximum marker area of 20 cm x 31 cm (8" x 12") for the placement of markers as shown in "Schedule "E" of this bylaw.
- d) Double cremation plots will be allowed a maximum marker area of 20 cm x 61 cm (8" x 24") for the placement of markers as shown in "Schedule "E" of this bylaw.
- e) Plots contained by concrete casing or curbing will be permitted markers as required on the condition that the amount of markers do not exceed the plot size and are approved by the Director of Operations.
- f) Requests for installation of markers must be made in the form of Schedule "D" of this bylaw and must be delivered at least 48 hours prior to the expected date of installation to the "Town of Oliver - Public Works Department", located at 5971 Sawmill Road, Oliver, BC, V0H 1T0. Receipt of application will be acknowledged by the Town and the applicant will be advised when installation is complete.

### **Flat Markers**

30. A flat marker may be installed on any plot in the Cemetery provided it is made of granite or bronze and conforms to the following:

- a) Each granite flat marker shall be not less than 8 centimeters (3 inches) thick and shall have its side surfaces true and perpendicular with the top surface.

- b) Each bronze flat marker shall be attached, prior to installation, to a concrete base not less than 8 centimeters (3 inches) thick and shall have its side surfaces true and perpendicular with the top surface of the tablet.
- c) A bronze flat marker intended for installation on a plot may be smaller than its concrete base provided the concrete base conforms to the size for the plot as required in Paragraph 30 (b) above, and the part of the base extending beyond the marker does not exceed 5 centimeters (2 inches) wide and has a smooth, slightly beveled surface to shed water at its outer edges.

### **Markers for Fairview, Okanagan, Sage, and Memorial A & F Sections**

31. Upon paying the prescribed fees set out in Schedule "A" of this bylaw, a person may receive permission to have an upright marker installed on a plot space as per specifications in Schedule "F" of this bylaw.

- a) Upright markers must not exceed the following dimensions:

Single marker - 76 cm h x 15 cm d x 51 cm w (30" x 6" x 20")  
Double marker - 91 cm h x 15 cm d x 61 cm w (36" x 6" x 24")  
Statues - 76 cm h x 15 cm d x 45 cm w (30" x 12" x 18")

- b) Those markers described as "pillow" markers must not exceed the following dimensions:

31 cm x 61 cm (12" x 24") for the top portion of the marker.

The front portion of the marker must not exceed 11 cm (4.5") high and the back portion of the marker must not exceed 17 cm (6.5") high.

The top of the marker must be polished granite or bronze.

- c) The base for all markers will be supplied and installed by the Town. The plots that will house these markers will be compacted and the base installed at the cost of the family as set out in Schedule "A" of this bylaw.
- d) All upright markers, which remain in a state of disrepair for more than 60 days, will be removed by the Town at the direction of the Director of Operations.
- e) Notwithstanding (d) above, the Town will make every effort to contact the immediate family of the deceased to make the necessary repairs prior to the 60 days.
- f) The markers for the Scattering Garden sections must be ordered through the Public Work's office with no exception and the dimensions must be 10 cm x 15 cm (4" x 6").

### **Temporary Removal of Markers**

32. The Director of Operations may arrange for the temporary removal of a marker without the owner's permission.
33. No marker shall be removed by anyone other than Town of Oliver staff; a marker removal and resetting fee, as outlined in Schedule "A" of this bylaw will be charged for the removal and resetting of any marker.

### **Care Fund**

34. A fund shall be established to be known as "The Cemetery Care Fund", and such fund shall be administered in accordance with the requirements of the regulations made under the "CIFSA" for the establishment and administration of a Municipal Cemetery Care Fund, and in accordance with the procedure hereafter set out.
  - a) An account shall be established to be known as "The Cemetery Care Fund Account", into which the Chief Financial Officer or his designate, shall pay all funds received for Care Fund purposes, and all such funds shall be credited in said account.
  - b) On all permits for use of cemetery plots, the Chief Financial Officer or their designate shall pay into "The Cemetery Care Fund Account" twenty-five per cent (25%) of the said permit fee except in those cases where a different amount is required or approved by the "Cemeteries Branch" of the Ministry of Labour, Citizens' Services and Open Government for the Province of British Columbia.
  - c) On all Right of Interments for the use of cemetery plots, the amount required to be used for Care Fund purposes shall be itemized.
  - d) Investment of funds received for Care Fund purposes shall be made required by the regulations under the "CIFSA" applicable to Municipal Cemetery Care Funds and the *Community Charter*.
  - e) The income from the "Cemetery Care Fund", including any appreciation thereof, shall be used for the sole purpose of upkeep and maintenance of the property licenced and the Cemetery of which it forms part of.
  - f) The principal sum of the "Cemetery Care Fund" shall not be reduced other than in accordance with an order of the Cemeteries Branch of the Ministry of Labour, Citizens' Services and Open Government for the Province of British Columbia made pursuant to the regulations under the "CIFSA".

- g) A separate account of all monies received under the provisions of this bylaw and of all monies expended hereunder shall be kept by the Chief Financial Officer.

### **Development Fee**

35. This fee that shall be administered by the Chief Financial Officer as a reserve fund in accordance with the *Community Charter*. The principal and interest in this fund shall be used for development, replacement or repair of Cemetery infrastructure, columbarium or similar structures, or for the purchase and development of land for cemetery purposes in the future.
- a) The fee will be set at 20% of the cost of; adult, baby and cremation plots.
  - b) The fee for the columbarium niches will be set at 100% of the cost of one niche, to help with future columbarium purchases.

### **Removal of Flowers**

36. Cut flowers, wreaths and artificial flowers may be placed on plots, but may be removed by an employee of the Town, under the direction of the Director of Operations, when:
- a) the condition of the flowers is considered to be detrimental to the beauty of the Cemetery.
  - b) to allow for the mowing of the grass in the Cemetery.

### **Holding of Artificial Flowers**

37. All artificial flowers and wreaths removed under Section 36(b) will be held by the Town for a period of two months and if not claimed by the owner within the two month period shall be disposed of.

### **Flower Containers**

38. Flowers may be placed in designated marker areas only. No breakable containers are permitted within the Cemetery.

### **Donations**

39. Over and above the fees payable for interments, a person or organization will be permitted to make a donation towards the beautification of the Cemetery. The donation must be in an amount equal to that which the item costs to purchase and install. Along with the installation of the item, a plaque may also be purchased and

installed recognizing the individual(s) or organization. All donated items will be placed in accordance with the Cemetery Master Plan.

### **Restrictions**

40. No person shall:

- a) apply herbicides, pesticides or fertilizer within the grounds of the cemetery, other than an employee of the Town;
- b) plant, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the Cemetery, other than an employee of the Town;
- c) damage, deface, or remove any marker, monument, fence, gate or structure in the Cemetery.
- d) enter the Cemetery in a vehicle after dusk, or drive a vehicle in the Cemetery at any time at a speed of more than 16 km/h (10 mph). All vehicles and their drivers, while in the Cemetery grounds, shall be subject to the reasonable directions and orders of an employee of the Town or Bylaw Enforcement Officer;
- e) solicit orders for markers, tablets, curbing, capping or like works within the limits of the Cemetery;
- f) permit any dog or other animal apparently in their care or under their direction to enter or remain in the Cemetery at any time. Service dogs are exempt to this subsection.
- g) discharge any firearms in the Cemetery, other than at regular volleys at a burial service or any Federal, Provincial or Municipal employee carrying out duties of their jobs;
- h) wilfully or unlawfully disturb persons assembled for the purpose of burying a body therein or commit a nuisance or at any time behave in an indecent and unseemly manner;
- i) play at any game or sport;
- j) deposit any rubbish or offensive matter or thing; and
- k) be in the Cemetery at any time other than the operating hours between dawn and dusk.
- l) No person shall make any improvements in the cemetery, other than an employee of the Town of Oliver.

**Penalty**

41. Every person who violates a provision of this bylaw or suffers or permits any act or thing to be done in contravention of this bylaw commits an offence and is liable on summary conviction to a fine not exceeding two thousand dollars (\$2,000), to imprisonment for a period not exceeding six (6) months, or both, and the costs of the prosecution.
42. If any item placed on any plot space is deemed offensive, hazardous, improper, or in violation of this Bylaw, it will be removed by the Town at the expense of the family.

**General**

43. Notwithstanding anything herein contained, the administration and operation of the Cemetery shall be carried out at all times in accordance with the *Cremations, Interment and Funeral Services Act* and regulations made thereunder.
44. The Town will not be liable for any damage done to any non-complying markers or other decorative items.
45. If any section or lesser portion of this bylaw is held by a court of competent jurisdiction to be invalid, it shall be severed and the validity of the remaining provisions of this bylaw shall not be affected.

Read a first, second, and third time on the 14<sup>th</sup> day of January, 2019.

Adopted on the 28<sup>TH</sup> day of January, 2019.



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Mayor



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Corporate Officer

**SCHEDULE "A"  
CEMETERY FEE SCHEDULE**

	2019		2020		2021		2022	
<b>Plots</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>
Adult Plot	\$779	\$1,200	\$795	\$1,224	\$810	\$1,248	\$827	\$1,273
Care Fund	\$195	\$300	\$199	\$306	\$203	\$312	\$207	\$318
Development Fee	\$156	\$240	\$159	\$245	\$162	\$250	\$165	\$255
<b>Baby Plot</b>	<b>\$389</b>	<b>\$599</b>	<b>\$397</b>	<b>\$611</b>	<b>\$405</b>	<b>\$623</b>	<b>\$413</b>	<b>\$636</b>
Care Fund	\$97	\$150	\$99	\$153	\$101	\$156	\$103	\$159
Development Fee	\$78	\$120	\$79	\$122	\$81	\$125	\$83	\$127
<b>Cremation Plot</b>	<b>\$262</b>	<b>\$403</b>	<b>\$267</b>	<b>\$412</b>	<b>\$273</b>	<b>\$420</b>	<b>\$278</b>	<b>\$428</b>
Care Fund	\$66	\$101	\$67	\$103	\$68	\$105	\$70	\$107
Development Fee	\$52	\$81	\$53	\$82	\$55	\$84	\$56	\$86
<b>Burial Opening and Closing during regular hours</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>
Adult Plot	\$728	\$728	\$743	\$743	\$757	\$757	\$773	\$773
Baby Plot	\$509	\$509	\$519	\$519	\$530	\$530	\$540	\$540
Cremation Plot	\$210	\$210	\$214	\$214	\$218	\$218	\$223	\$223
<b>Disinterment Exhumation Opening and Closing during regular hours</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident</b>	<b>Non-Resident</b>
Standard Size Plot	\$957	\$957	\$976	\$976	\$996	\$996	\$1016	\$1016
Baby Size Plot	\$610	\$610	\$622	\$622	\$635	\$635	\$647	\$647
Cremation Plot	\$293	\$293	\$299	\$299	\$305	\$305	\$311	\$311
Premium Fee for Exhumation of Cremains (12c.)	\$108	\$108	\$110	\$110	\$112	\$112	\$115	\$115
<b>Additional Fees for Burials</b>								
Plot excavation or interment on <b>Saturday, Sunday and Statutory Holidays or Weekends after 3:00 pm</b> (Works Crew)								
Adult Size Interment	\$500		\$510		\$520		\$531	
Baby Size Interment	\$500		\$510		\$520		\$531	
Cremains Interment	\$250		\$255		\$260		\$265	
<b>Other Fees and Charges</b>								
<b>Plot Liners:</b>								
Regular	\$325		\$332		\$338		\$345	
Oversize	\$450		\$459		\$468		\$478	
<b>Cremation Liners:</b>								
9" x 9"	\$64		\$65		\$67		\$68	
12" x 12"	\$80		\$82		\$83		\$85	
Scattering Garden Fee	\$65		\$66		\$68		\$69	
Administration Fee	\$65		\$66		\$68		\$69	
Office Staff Overtime	\$199		\$203		\$207		\$211	
Emergency (under 24 hour notice)	\$164		\$167		\$171		\$174	
Hourly rate for special requests during regular hours	\$56.83		\$57.97		\$59.13		\$60.31	
Offsite rental of lowering device and greens (includes delivery, set up and removal within a 5 km radius)	\$200		\$204		\$208		\$212	



**SCHEDULE "A"  
CEMETERY FEE SCHEDULE**

	2019	2020	2021	2022
<b>Marker Installations</b>				
Single Flat Marker Installation	\$119	\$121	\$124	\$126
Single Flat Marker Care Fund	\$30	\$30	\$31	\$32
Double Marker Installation	\$143	\$146	\$149	\$152
Double Marker Care Fund	\$36	\$36	\$37	\$38
Pillow Marker Installation	\$143	\$146	\$149	\$152
Pillow Marker Care Fund	\$36	\$36	\$37	\$38
Upright Marker Installation	\$168	\$171	\$175	\$178
Upright Marker Care Fund	\$42	\$43	\$44	\$45
Scattering Garden Plaque Installation	Actual Cost plus 30% (plaque + shipping)	Actual Cost plus 30% (plaque + shipping)	Actual Cost plus 30% (plaque + shipping)	Actual Cost plus 30% (plaque + shipping)
Scattering Garden Plaque Care Fund	25% of actual cost of plaque	25% of actual cost of plaque	25% of actual cost of plaque	25% of actual cost of plaque
Marker Removal and Resetting Fee	\$119	\$121	\$124	\$126
Concrete Marker Base (included grave compaction and hole(s) for vase)	\$406	\$414	\$422	\$431
<b>Columbarium Fees</b>				
License to use/occupy Niche (max. double occupancy)	Resident \$720 Non-Resident \$1109	Resident \$734 Non-Resident \$1131	Resident \$749 Non-Resident \$1154	Resident \$764 Non-Resident \$1177
Care Fund	\$180	\$283	\$288	\$294
Development Fee	\$720	\$1131	\$1154	\$1177
Inurnment (open/close)	\$125	\$128	\$130	\$133
Plaque Purchase & Installation (has to go through Town for purchase)	\$550	\$561	\$572	\$584

**Schedule B  
Interment Right Authorization for Right of Interment**

Oliver Cemetery  
1068 Rockcliffe Road  
Cemetery Bylaw 1381



This authorization made between the Town of Oliver, the owner and operator of the Oliver Cemetery, and the applicant, on his or her own behalf or as agent for the Interment Right Holder listed below, for the purchase of a Right of Interment for the following:

**Deceased Information**

Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Date of Death \_\_\_\_\_  
Address \_\_\_\_\_ Resident \_\_\_\_\_ Non Resident \_\_\_\_\_

**Applicant Information (Funeral Home or Next of Kin)**

Funeral Home \_\_\_\_\_  
Next of Kin \_\_\_\_\_ Relationship to Deceased \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_

**Disposition Number** \_\_\_\_\_

**Cemetery Information**

**Permit Number** \_\_\_\_\_

- Full Burial
- Cremain Inurnment
- Niche Inurnment
- Regular Liner
- Oversize Liner
- \_\_\_\_\_

**Interment Right Holder**

Plot Location Section \_\_\_\_\_ Block \_\_\_\_\_ Plot \_\_\_\_\_  
Interment Date \_\_\_\_\_  
Interment Time Arrival \_\_\_\_\_ AM / PM Departure \_\_\_\_\_ AM / PM  
Special Requests \_\_\_\_\_

**Fees and Charges**

Full Size Plot Sale	\$ _____
Cremain Plot Sale	\$ _____
Niche Sale	\$ _____
Care Fund	\$ _____
Development Fee	\$ _____
Grave Liner	\$ _____
Opening and Closing	\$ _____
Additional Fees	\$ _____
Marker Installation	\$ _____
Marker Care Fund	\$ _____
Marker Removal & Resetting Fee	\$ _____
Concrete Marker Base	\$ _____
Columbarium Plaque	\$ _____
GST 5%	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

**Record Maintenance**

Bill to \_\_\_\_\_  
Invoice # \_\_\_\_\_  
Receipt # \_\_\_\_\_  
Vadim \_\_\_\_\_  
Grid Map \_\_\_\_\_  
Card \_\_\_\_\_  
Kiosk Book \_\_\_\_\_



## Schedule B Terms and Conditions of Right of Interment Contract

**Interpretation:** All words and phrases contained in this Agreement shall have the same meaning as in the Cemetery Bylaw 1381, a copy of which is available at the Town Hall, located at 6150 Main Street, or from the Public Works Department at 5971 Sawmill Road.

**Right of Interment:** In consideration of the payment of the fees prescribed above, the Town of Oliver hereby grants the Interment Right Holder named above, a Right of Interment for the plot and in the location in the Oliver Cemetery.

**Terms and Conditions:** The Right of Interment is subject to all the terms and conditions of this Agreement, including the rules, regulations, and requirements of Cemetery Bylaw 1381, and the provisions of the *Cremation, Interment and Funeral Services Act* and the *Business Practices and Consumer Protection Act*, and the regulations thereto.

**Cancellation of Rights of Interment:** Within 30 days of its purchase, an Interment Right Holder may cancel a Right of Interment and obtain a full refund of fees paid where:

- a) there have been no interments in the plot;
- b) the Interment Right Holder or executor submits a written application to the Corporate Officer requesting cancellation of the Right of Interment;
- c) the original Right of Interment or licence is surrendered; and
- d) the costs for removal of any Memorial(s) are paid.

Following 30 days after its purchase, an Interment Right Holder may cancel a Right of Interment and obtain a refund equal to the Total Fees less the Care Fund contribution where:

- a) there have been no interments in the plot;
- b) the Interment Right Holder or executor submits a written application to the Corporate Officer requesting cancellation of the Right of Interment;
- c) the original Right of Interment or licence is surrendered; and
- d) the costs for removal of any Memorial(s) are paid.

**Transfer of Right of Interment:** An Interment Right Holder may transfer a Right of Interment to another person at the discretion of the Corporate Officer. A request for transfer must be made to the Corporate Officer along with:

- a) payment of the transfer fee prescribed in Schedule "A" of Cemetery Bylaw 1381;
- b) payment of all outstanding Cemetery charges and fees owed by the Interment Right Holder;
- c) payment of the difference between the fees originally paid for the Right of Interment and those payable at the time of transfer; and
- d) a statement setting forth full particulars as to the name and address of the person to whom the transfer is to be made, the consideration to be paid, if any, and such other information as the CO may reasonably request.

**Reclamation of Right of Interment.** The right of Interment granted herein may only be reclaimed from the Interment Right Holder and re-sold by the Town within the approval of the Director and in strict accordance with the conditions and requirements of Section 25 of the *Cremation, Interment and Funeral Services Act*.

**Personal Information.** The Purchaser, by signing this Agreement, acknowledges that the Town of Oliver, in the course of providing the Right of Interment, shall be required by law, or as it deems necessary, to collect, retain and disclose such personal information regarding the Purchaser or the Interment Right Holder as necessary to fulfill the terms and conditions of this Agreement. The Purchaser hereby gives permission to the Town of Oliver to provide Interment and Memorial locations to Cemetery visitors and waives any responsibility or liability of the Cemetery to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any Memorial installed for display in the Cemetery.

Cemetery Rules. By signing this Agreement, the Purchaser acknowledges receipt of a copy of this Agreement, acknowledges, and agrees to comply with all rules and regulations of the Cemetery Bylaw 1381.

Control of disposition of human remains or cremated remains, Section 5, the *Cremation, Interment and Funeral Services Act*

- (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 birth;
  - 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 the 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).

In witness whereof the parties have executed this Agreement in Oliver, BC on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Purchaser or Legal Representative of Deceased

\_\_\_\_\_  
Signature for the Town

\_\_\_\_\_  
Print Name of Purchaser or Legal Representative of Deceased

\_\_\_\_\_  
Name of Town Agent



**SCHEDULE "C"**  
**PERMIT TO SCATTER CREMAINS**

The Town of Oliver hereby authorizes:

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To scatter the cremated remains of:

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in the designated scattering section of the Oliver Cemetery. A cremation certificate has been received by the Town of Oliver.

The fees for the scattering of the cremated remains will be as prescribed in Schedule "A" of the Cemetery Bylaw 1381. There is no requirement to have a Funeral Director or Public Works Crew member present at the cemetery. However, the person to whom this permit is being issued shall only scatter the cremated remains in the designated scattering area of the Oliver Cemetery. Scattering of the cremains in any other area of the Oliver Cemetery is expressly prohibited without prior permission being first granted by the Town.

Age	
Residency	
Next of Kin	
Date of Birth	
Date of Death	
Cremation Certificate Number	
Date of Scattering	
Funeral Home or Contact Person	

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Signature for the Town

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Print Name of the Town Agent

**SCHEDULE "D"**  
**PERMIT TO INSTALL A MARKER OR OTHER WORKS**

NAME ON MARKER	LOT	BLOCK	SECTION

TO BE BILLED TO: Name: \_\_\_\_\_

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

\_\_\_\_\_

DATE (Marker) DELIVERED: \_\_\_\_\_

NAME OF COMPANY CONSTRUCTING WORKS:

\_\_\_\_\_

TYPE OF WORK TO BE CONSTRUCTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorization:

\_\_\_\_\_

Requested by: \_\_\_\_\_ Date: \_\_\_\_\_

Marker placed by: \_\_\_\_\_ Date: \_\_\_\_\_

Please indicate how many flower vase holders are required, if any

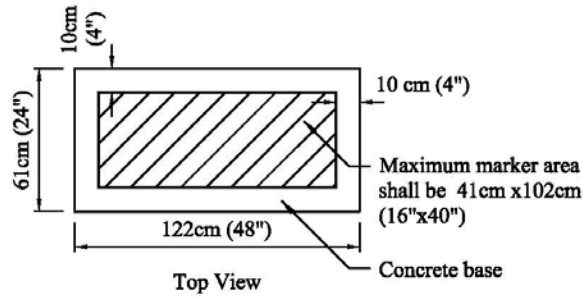
None

◎  
1

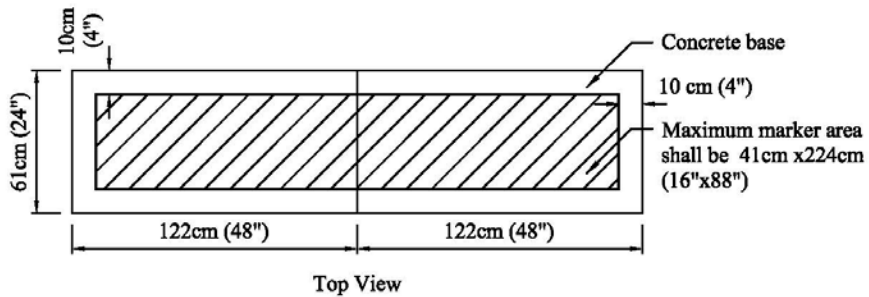
◎ ◎  
2

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3

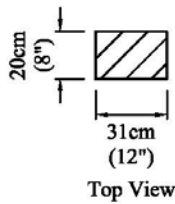
**SCHEDULE "E"**  
**• BASE AND MARKER DETAILS**



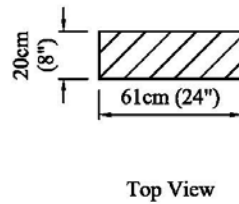
**Standard Single - Sumac Section**



**Standard Double - Sumac Section**

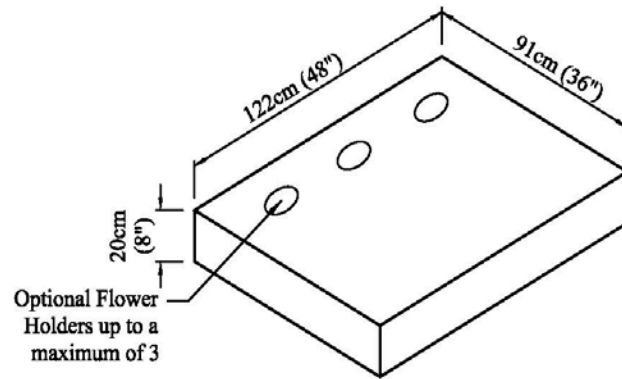


**Single Cremation**



**Double Cremation**

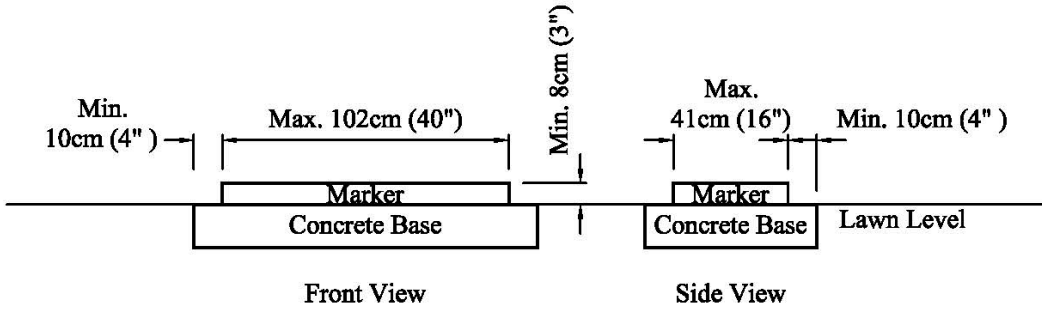
**SCHEDULE "E"**  
**BASE AND MARKER DETAILS - continued**



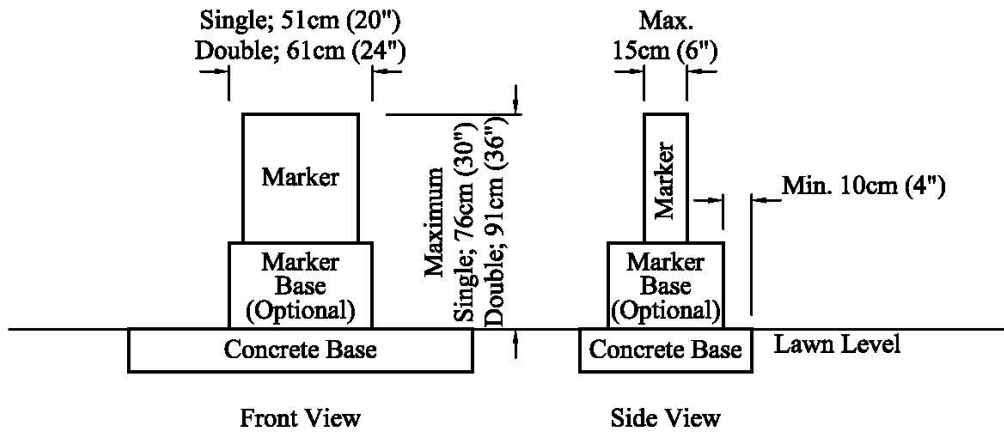
Three Dimensional View

**Concrete Base - Fairview, Okanagan, Sage, and  
Memorial A & F, Blossom and Flower Sections**

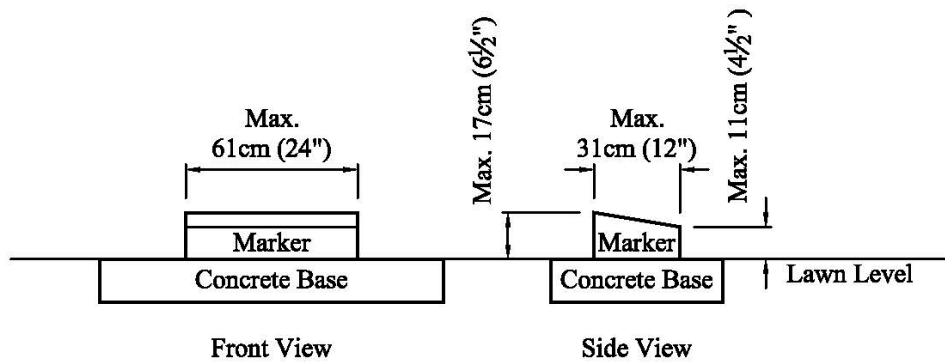
**SCHEDULE "F"  
MAXIMUM MARKER SIZES**



**Flat Marker**



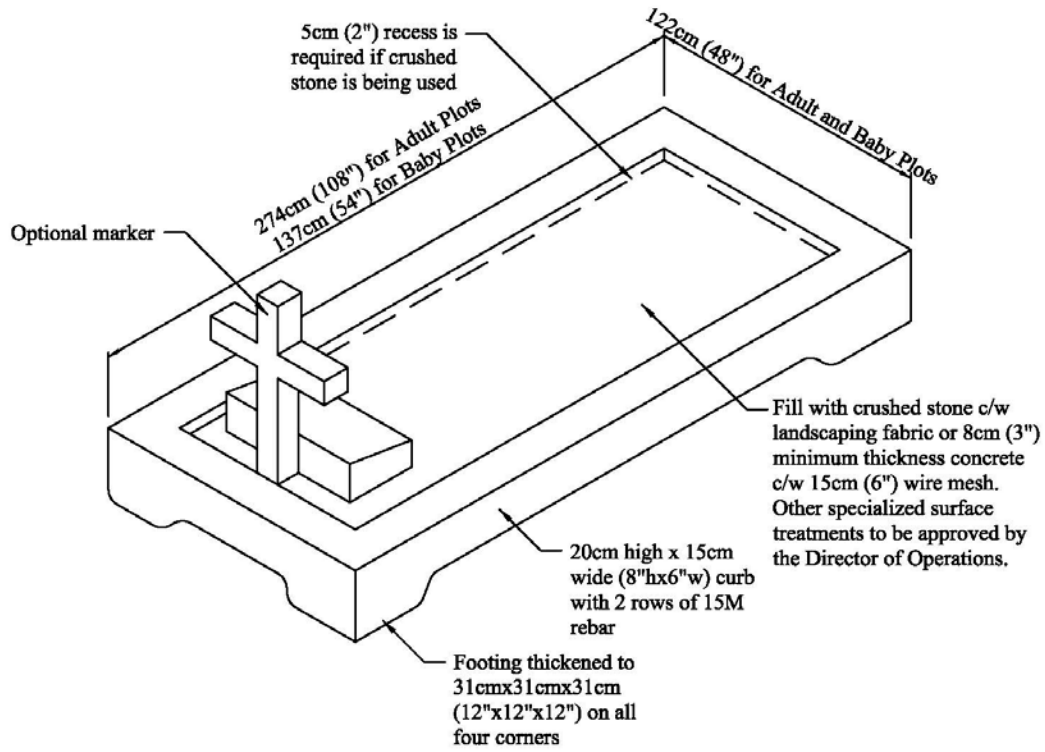
**Upright Marker**



**Pillow Marker**



## SCHEDULE "G" MAXIMUM MARKER SIZES



Three Dimensional View

### Concrete Encasement - Fairview, Okanagan, Sage and Memorial A & F, Blossom and Flower Sections

**Notes:**

1. All concrete to be 30MPa with 5%-7% air entrainment.
2. Ground to be thoroughly compacted using a combination of vibrating compactor and water.
3. Boundaries of the plot to be confirmed by the Town prior to start of work.
4. All markers to be bonded to the concrete base with approved bonding agent.