

District of Taylor
Cemetery Bylaw No. 817, 2017
A Bylaw to provide for the regulation, operation and maintenance of
Cemeteries owned by the District of Taylor

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

WHEREAS, the District of Taylor, who may own or operate cemeteries, has established itself as a Board of Cemetery Trustees in accordance with Section 37 of the *Cremation, Interment and Funeral Services Act*;

AND WHEREAS, the Council of the District of Taylor has delegated to the Administrator and Director of Operations certain specific administrative powers of the Council relating to the operation and management of Cemeteries owned by the District of Taylor;

NOW THEREFORE, pursuant to Section 8 of the *Community Charter*, the Council of the District of Taylor in open meeting assembled enacts the following provisions:

1. TITLE

1.1 This Bylaw may be cited for all purposes as the "Cemetery Bylaw No. 817, 2017".

2. ADMINISTRATIVE PROVISIONS

2.1 This Bylaw repeals the District of Taylor Cemetery Bylaw No. 475, 1993 and any amendments thereto.

3. INTERPRETATION

3.1 Any enactment referred to herein is a reference to an enactment of British Columbia and any regulations hereto, as amended, revised, consolidated or replaced from time to time, and any Bylaw referred to herein is a reference to an enactment of the Council of the District of Taylor, as amended, revised, consolidated or replaced from time to time.

3.2 The headings given to the sections and paragraphs in this Bylaw are for convenience of reference only. Headings do not form part of this Bylaw and will not be used in the interpretation of this Bylaw.

3.3 Wherever the singular or masculine is used in this Bylaw, the same will be construed as

meaning the plural, feminine or body corporate or politic where the context or the parties so require.

4. **DEFINITIONS**

- 4.1 Terms defined in the *Cremation, Interment, and Funeral Services Act* and this Bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

“ADMINISTRATION FEE” means any Fee levied to cover additional administrative costs associated with the transfer or surrender of a Right of Interment.

“ADMINISTRATIVE AUTHORITY” means the Business Practices and Consumer Protection Authority established under the *Business Practices and Consumer Protection Authority Act*.

“ADMINISTRATOR” means the person designated as the Chief Administrative Officer of the District, or duly appointed designate.

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

“CARETAKER” means the person duly authorized by the Administrator to care for and maintain the Cemeteries.

“CEMETERY” means "Peace Valley Cemetery", being the civic lands set apart or used as places of Interment and memorialization, together with any incidental or ancillary buildings.

“CHILD” means a person between the ages of four (4) 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.

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

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

“CONTROL OF DISPOSITION” means the person or agency as defined in Section 5 of the *CIFSA, and attached as Schedule C of this Bylaw*, who has the authority to control the disposition of the Human Remains or Cremated Remains.

“COUNCIL” means the Mayor & Council of the District of Taylor.

“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.

“DIRECTOR OF FINANCIAL SERVICES” means the person designated as the Director of Financial Services of the District, or duly appointed designate.

“DIRECTOR OF OPERATIONS” means the person designated as the Director of Operations of the District, or duly appointed designate.

“DISINTERMENT” means the removal, for the purpose of permanent relocation, of:

- a) Human Remains, and
- b) the container, or any of the remaining container, holding the Human Remains.

“DISTRICT” means the District of Taylor.

“DOMESTIC PET” means an animal that has been domesticated by humans so as to live and breed in a tame condition and depend on humankind for survival.

“EXECUTOR” means an individual appointed to administrate the estate of a deceased person by carrying out the instructions of the will.

“EXHUMATION” means the exposure and removal of interred Human Remains for the purposes of viewing or examination.

“FAMILY MEMBER” means a parent or stepparent, a grandparent or step grandparent, a sibling (natural, adopted or step), a Spouse, a Child (natural, adopted or step) or a grandchild (natural, adopted or step).

“FEES” means the Cemetery charges as prescribed in the current *District of Taylor Fees and Charges Bylaw*.

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

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

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

“INTERMENT” means disposition by:

- a) burial of Human Remains or Cremated Remains,
- b) entombment of Human Remains, or
- c) Inurnment of Cremated Remains.

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

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

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

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

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

“MEDICAL HEALTH OFFICER” means the person duly designated or appointed from time to time by the Northern Health Authority as the Medical Health Officer for the District.

“MEMORIAL” means a structure installed at the Cemetery to identify and commemorate a deceased person that may, or may not, be interred at the Cemetery. This includes, but is not limited to, markers, tablets, monuments, pillows and plaques.

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

“OSSUARY” mean receptacles, usually located below ground, for the placement of non-recoverable, Co- mingled Cremated Remains.

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

“SCATTERING” means the non- recoverable dispersal of Cremated Remains over a body of land or water within a defined area of a Cemetery.

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

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

“STATUTORY HOLIDAY” means New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other holiday prescribed by regulation.

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

5. APPLICATION OF BYLAW

5.1 Subject to any contrary provision in the *CIFSA*, this Bylaw applies to all Cemeteries operated by the District. Including all additional real and personal property, within or without the District of Taylor, which may hereafter be acquired and held by the District for use as a District Cemetery. The cemeteries shall be observed for Interment of the human deceased, and for their management, operation and preservation and the terms, conditions and Fees set out shall apply to every Right of Interment within the Cemeteries. The administration of the Cemeteries shall be carried out in conformity with the Administrative Authority and *CIFSA*.

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

Name: Peace Valley Cemetery

Legal Description: Lot 1, Section 1, Township 83, Range 18, West of the 6th Meridian, Peace River District Plan BCP22258; PID: 026-628-694

Civic Address: 9556 Spruce Street North
Taylor, British Columbia

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

6. ADMINISTRATION OF BYLAW

6.1 The Administrator is responsible for the general administration of the Bylaw and will:

- a) maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority of the *CIFSA*;
- b) issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise outlined in this Bylaw; and
- c) establish Cemetery Policies.

6.2 The Caretaker shall be the Director of Operations and their duties shall include:

- a) to dig and prepare, or cause to be dug and prepared, all Lots required to be dug whenever ordered to do so by the Administrator, or their duly appointed designates;

- b) to install all Memorials including their bases;
- c) to 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;
- d) to maintain records and submit reports as required by the Administrator; and
- e) to complete other Cemetery works as required or directed from time to time by Council or the Administrator.

7. **RIGHT OF INTERMENT**

- 7.1 The District may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.
- 7.2 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 any 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.
- 7.3 An Interment Right Holder may only designate one Lot for their own use.
- 7.4 A Right of Interment may be surrendered to the District at the discretion of the Administrator. A refund, equal to the purchase price less the Maintenance Fund contribution, will be issued to the Interment Right Holder provided:
- a) there are no Interments in the designated Lot;
 - b) the Interment Right Holder or his Executor provides written notice to the District for intent to surrender the right;
 - c) the original license or Right of Interment is surrendered, if available;
 - d) an Administration Fee is paid; and
 - e) Any Fees associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
- 7.5 Upon approval of the Administrative Authority, a Right of Interment may be reclaimed by the District if:
- a) the Interment Right Holder would be at least 90 years of age;
 - b) a minimum period of 50 years has elapsed from the date of purchase;
 - c) a minimum 90 days has passed since notice of intent to reclaim has been sent to the Interment Right Holder;
 - d) the District has made diligent attempts to contact the Interment Right Holder.
- 7.6 A Right of Interment for any used or unused Lots may be transferred to a Family Member or



someone other than a Family Member at the discretion of the Administrator. This is subject to a reasonable request in writing with explicit approval from the Interment Right Holder or Executor as well as any other information the Administrator may reasonably request for a desired transfer to be made. The transfer of any Right of Interment may be subject to an Administration Fee and the provision of any requested information or Fees paid shall not bind the municipality to accept or permit the proposed transfer.

7.7 Upon receipt of an Administration Fee for the purposes of transferring a Right of Interment and compliance with the requirements of this bylaw by the Interment Right Holder and the transferee, the Administrator shall execute the desired transfer by an endorsement upon the Right of Interment, if available, to such effect. The same shall be recorded in the records of the District.

7.8 The Council reserves the right to refuse the sale of more than two (2) Lots to any one (1) individual.

8. INTERMENTS

8.1 An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization and paid all applicable Fees.

8.2 Only Human Remains, or Cremated Remains of a human body, shall be interred and memorialized in the Cemeteries.

8.3 Interments:

- a) shall only be performed within the Cemetery, by the Caretaker, other than the following exceptions:
 - i. Interments that require the placing of a casket shall be performed by the Funeral Provider or their designate; and
 - ii. The person with Control of Disposition, or their appointed designate, may perform Interments that require the placing of an Urn, into either a Lot or Columbarium.
- b) shall only be conducted in predefined Lots approved by the Administrative Authority and;
- c) shall be conducted with all reasonable care and attention.

8.4 The District and its Caretaker are not responsible for damage to any casket, Urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the District and its Caretaker.

8.5 Application for an Interment Authorization shall be made at least forty- eight (48) hours before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this Bylaw.

8.6 The bodies of persons who have died having any infectious disease, as defined in the *Health*

Act R.S.B.C. 1996, C.179, shall be interred within thirty- six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.

- 8.7 The following apply to all in- ground Interments:
- a) All remains must be interred in a sealed container.
 - b) The Administrator may allow for the Interment of up to four (4) Cremated Remains on any Lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the *CIFSA*.
 - c) No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot.
 - d) Co-mingled Cremated Remains may be permitted on a full- size burial Lot, subject to the co-mingling taking place prior to the Interment process.
 - e) Grave Liners may be permitted within the Cemetery, subject to the approval of the Administrator. A Fee may apply and must be paid in full prior to installation. Any costs associated with the installation of Grave Liners will be the sole responsibility of the Applicant. The installation of the Grave Liner shall be performed by a Funeral Provider or their designate, under the supervision of the Caretaker.
 - f) Double depth casket burials may be permitted subject to the first Interment being at a lower depth and an endorsement be identified on the original Right of Interment, if available.
- 8.8 Each in-ground Interments, other than that of Cremated Remains, shall be made in a Lot dug to provide not less than one (1) metre of earth between the top surface of the ground and the top surface enclosing the casket or coffin. Each in-ground Interment of Cremated Remains shall be buried in a Lot not less than sixty (60) cm deep.
- 8.9 Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator. A Funeral Provider may cover an open Columbarium Niche during a funeral service, however the Niche shall be closed completely by the Caretaker upon the conclusion of the funeral service.
- 8.10 An Ossuary is not permitted on any Lot within the Cemetery.
- 8.11 The Scattering of Cremated Remains is not permitted within the Cemetery.
- 8.12 Interments shall be performed within the following hours, or at other times approved by the Administrator:

- a) In- ground casket burial - 9:00 a.m. and 3:00 p.m., Monday to Friday.
- b) Interment of Cremated Remains - 9:00 a.m. and 4:00 p.m., Monday to Friday.
- c) The Administrator may schedule Saturday, Sunday or Statutory Holiday Interments subject to the payment of additional Fees and availability of the Caretaker.

- 8.13 Families may witness the Interment process at the Cemetery subject to the following criteria:
- a) An Interment date and time is confirmed.
 - 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.

9. EXHUMATIONS AND DISINTERMENTS

- 9.1 Pursuant to Section 16 of the *CIFSA* a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:
- a) the Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
 - b) approval of the Exhumation by the Administrative Authority is received by the Administrator;
 - c) the Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health; and
 - d) payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator; and
 - e) a Funeral Provider is present as a witness.
- 9.2 The District shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage sustained to any casket, Urn or other container during Exhumation or Disinterment.
- 9.3 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 intact burial containers; and
 - c) closure of the Lot.
- 9.4 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.

10. MEMORIALS

- 10.1 Memorials will only be installed, removed or modified in the Cemetery when:
- a) an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
 - b) the applicable contribution is paid to the Maintenance Fund as required in the *CIFSA*; and
 - c) all outstanding Fees relating to the Lot, Interment and Memorial installation have been paid in full.
- 10.2 All Memorials, including its base, shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of granite or bronze or other material(s) of a permanent nature as approved by the Administrator. All Memorials shall conform to the specifications set out in Schedule "A".
- 10.3 Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to the District and timelines may vary depending on scheduling issues, weather conditions and ground conditions.
- 10.4 The District shall not be held liable for, or be obliged to repair or replace, any Memorial subject to the loss, theft, breakage or damage in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.
- 10.5 The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the District, all Memorials upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Interment Right Holder or their successors. Interment Right Holders may request that the District make repairs. All costs associated with the repairs will be borne by the Interment Right Holder.
- 10.6 A Memorial permit shall be issued by the Administrator to authorize installation of all ground Interment Memorials not supplied by the District. All Memorial Fees shall be paid in accordance with the current *District of Taylor Fees and Charges Bylaw* prior to the issuance of a permit.
- 10.7 The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.
- 10.8 Plaques for the Columbarium shall be supplied and installed by the District to conform to the approved design and specifications set out in Schedule "A" of this Bylaw.
- 10.9 All Cremation Memorial inscriptions and engravings shall be done at the expense of the

Interment Right Holder.

10.10 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 cremation Memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.

11. GENERAL PROVISIONS AND REGULATIONS

11.1 Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker, and in addition, shall be guilty of an infraction of this Bylaw.

11.2 No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys, under the command of the officer in charge, and only during the conduct of the burial service.

11.3 Each Cemetery shall be open to the public at dawn and closed to the public at dusk.

11.4 Cemetery pathways are for the exclusive use of Interment processions, unless otherwise authorized by the Administrator. All operators of vehicles shall at all times obey the directions of the Caretaker.

11.5 No person owning or having custody, care or control of a Domestic Pet shall allow the Domestic Pet to be within a Cemetery unless the Domestic Pet is kept on a leash of a maximum length of one (1) metre.

11.6 No person owning or having custody, care or control of a Domestic Pet shall allow the Domestic Pet to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner.

11.7 Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in a Cemetery, but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery.

11.8 No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.

11.9 No ground Lot shall be defined by a fence, railing, coping, curbing, tree, hedge or by any other marking except as permitted in the Memorial provisions of this Bylaw.

11.10 No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.



11.11 No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.

11.12 No person shall deposit any rubbish or offensive material within a Cemetery.

11.13 No person shall play at any game or sport within a Cemetery.

11.14 In cases of poverty, Council may consider and decide upon applications for the reduction of Fees, in whole or in part, and in any such case Council may remit such Fees in whole or in part on behalf of the applicant.

12. MAINTENANCE FUND

12.1 A Maintenance 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 Maintenance Fund will be held and invested as trust funds by the District and in accordance with the requirements of the *CIFSA*.

12.2 The Maintenance Fund will be maintained with the District's bankers in an account to be designated as the "Maintenance Fund". The Administrator and Director of Financial Services will be responsible for all deposits to such account and for ensuring that:

- a) the account at all times complies with the provisions of the *CIFSA*;
- b) any investment of any monies in the Maintenance Fund is permitted under the *CIFSA*; the *Local Government Act*, the *Community Charter* and this Bylaw; and
- c) any interest earned on the investments of the Maintenance Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned, or may be retained in the Maintenance Fund to increase the principal sum.

12.3 The Administrator may, on behalf of the District, accept voluntary payments to the Maintenance Fund from any person or organization.

12.4 The principal sum of the Maintenance Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the *CIFSA*.

13. PENALTY FOR INFRACTIONS

13.1 Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform a duty or obligation imposed by this Bylaw, shall be liable on summary conviction to a penalty of not less than \$50 and not more than \$5,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding six (6) months, or both.

14. SEVERABILITY

- 14.1 If any provision of this Bylaw is determined by a court of competent jurisdiction to be unlawful or unenforceable, that provision shall be severed from this Bylaw and shall not affect the validity of any remaining provision of this Bylaw.

15. COMMENCEMENT AND TRANSITIONAL PROVISIONS

- 15.1 This Bylaw will come into force on the date of adoption.
- 15.2 If an Interment has been arranged, and Fees paid before the date of adoption, for an Interment occurring after the date of adoption, no further charges related to that Interment shall be levied.



READ A FIRST TIME THIS _____ 20th _____ DAY OF _____ November _____, 2017

READ A SECOND TIME THIS _____ 20th _____ DAY OF _____ November _____, 2017

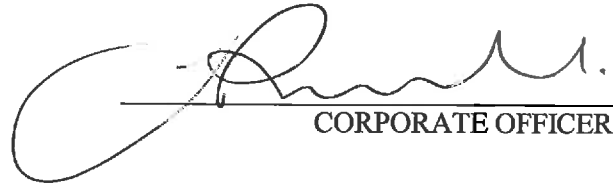
PUBLIC MEETING HELD ON _____ 4th _____ DAY OF _____ December _____, 2017

READ A THIRD TIME THIS _____ 4th _____ DAY OF _____ December _____, 2017

RECONSIDERED AND ADOPTED THIS _____ 18th _____ DAY OF _____ December _____, 2017



MAYOR



CORPORATE OFFICER

I hereby certify that this is a true copy of
Bylaw No. 817, 2017 of the District of
Taylor, cited as "Cemetery Bylaw No.
817, 2017."



CORPORATE OFFICER



Cemetery Bylaw No. 817, 2017
“Schedule A”
Memorial Specifications

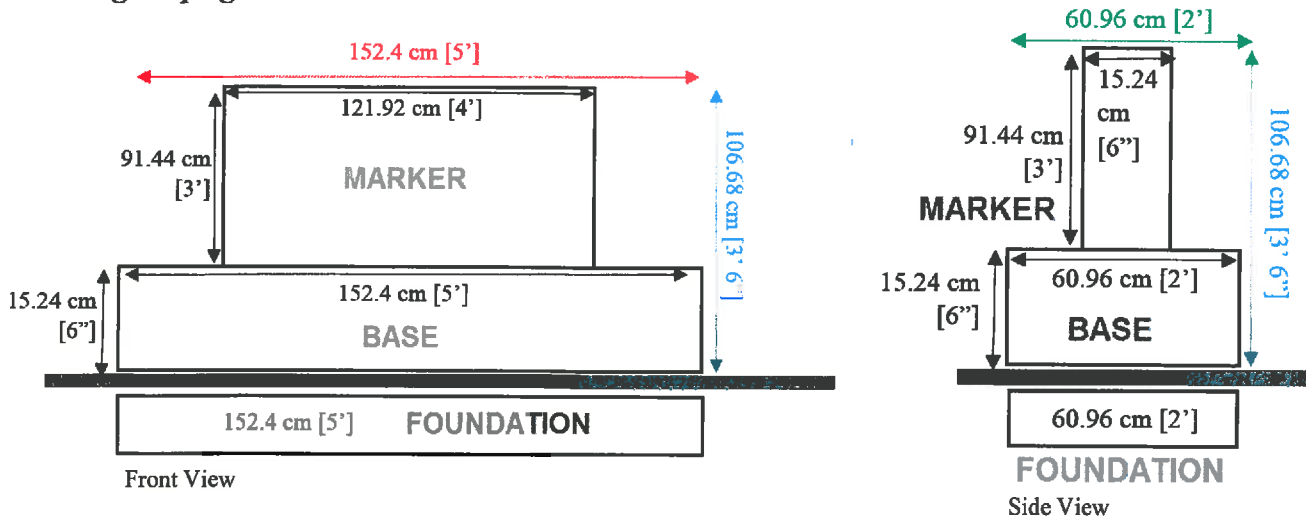
General Provisions

1. Two or more related persons may be memorialized on one Memorial. Whereby if the two persons are buried in adjacent Lots, one Memorial which provides for such memorialization, may be used instead of two separate Memorials, provided it is set to embrace evenly the two Lots concerned.
2. Two upright Memorials may be permitted on a single Lot as long as it remains within the headstone area as outlined in Schedule B of this Bylaw.
3. Flat mountable Memorials may be permitted within the additional headstone area of the Lot, as outlined in Schedule B of this Bylaw, in such a way that it does not interfere with maintenance operations and mowing.
4. Aboveground flat Memorials will conform to the base dimensions established for single and double pillow Memorials.
5. Columbarium plaque specifications:
 - a) At no time shall any external fixtures or attachments be permitted to be on the face of a plaque.
 - b) Plaque Memorials must be customized through a method of either laser or abrasive blast engraving.
 - c) Inlaid porcelain designs may be permitted on plaque Memorials.
 - d) All plaque customization is the sole responsibility of the Niche purchaser.
6. The Memorial specifications provided in the following tables and diagrams identify the maximum allowable size for both single and double Memorials including, upright, pillow and flat mountable Memorials.



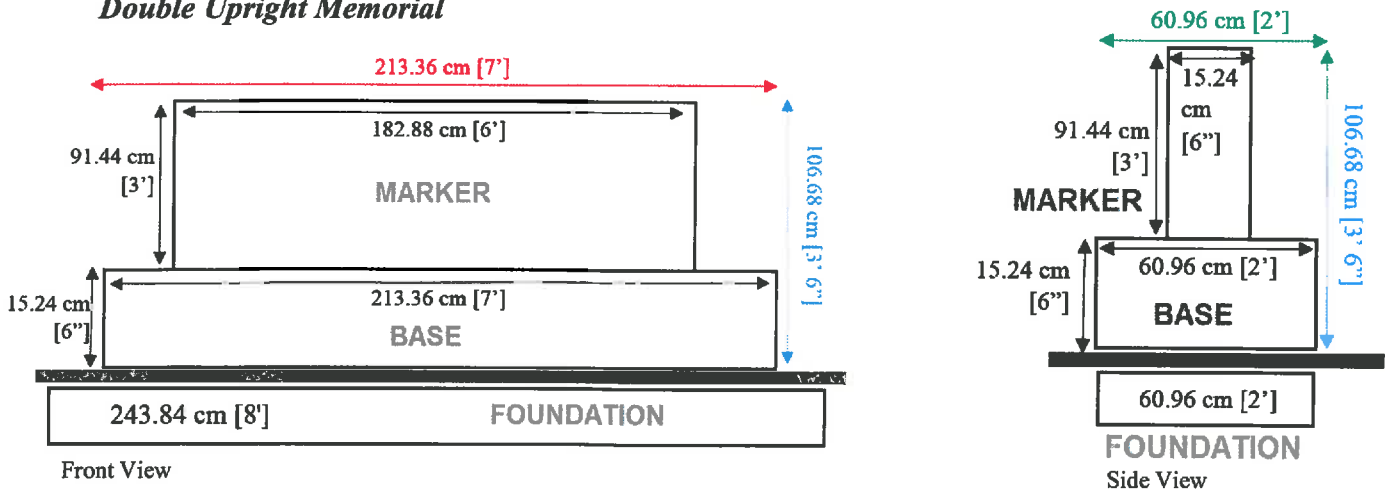
Upright Memorials

Single Upright Memorial



Memorial Dimensions	Height	Length	Depth / Width
Marker	91.44 cm (3 feet)	121.92 cm (4 feet)	15.24 cm (6 inches)
Base	15.24 cm (6 inches)	152.4 cm (5 feet)	60.96 cm (2 feet)
Total (excl foundation)	106.68 cm (3 ft 6 in)	152.4 cm (5 feet)	60.96 cm (2 feet)
Foundation		152.4 cm (5 feet)	60.96 cm (2 feet)

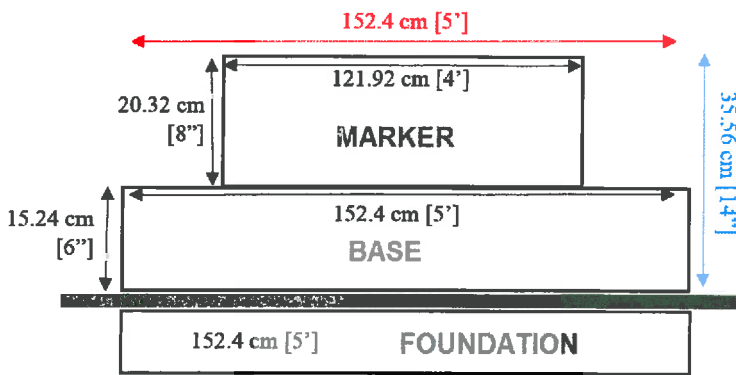
Double Upright Memorial



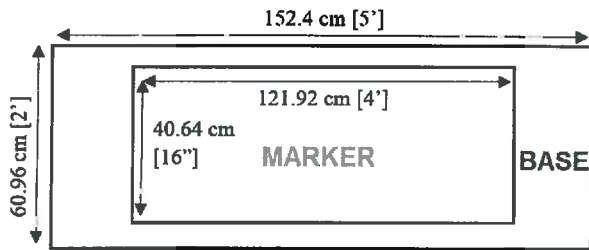
Memorial Dimensions	Height	Length	Depth / Width
Marker	91.44 cm (3 feet)	182.88 cm (6 feet)	15.24 cm (6 inches)
Base	15.24 cm (6 inches)	213.36 cm (7 feet)	60.96 cm (2 feet)
Total (excl foundation)	106.68 cm (3 ft 6 in)	213.36 cm (7 feet)	60.96 cm (2 feet)
Foundation		243.84 cm (8 feet)	60.96 cm (2 feet)

Pillow Memorials

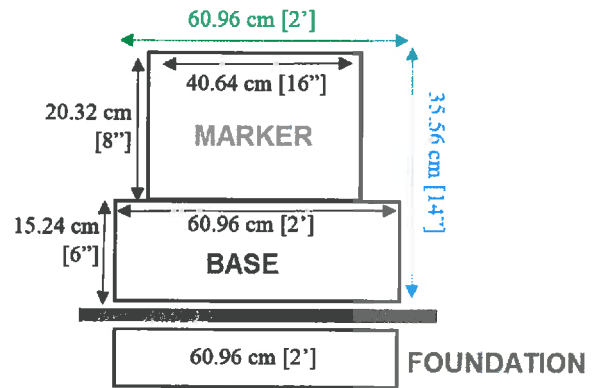
Single Pillow Memorial



Front View



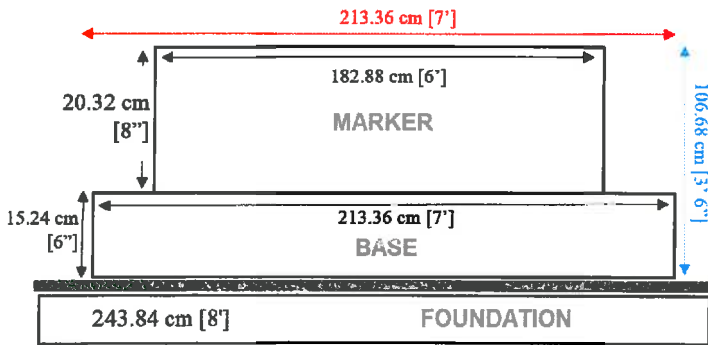
Overhead / Top View



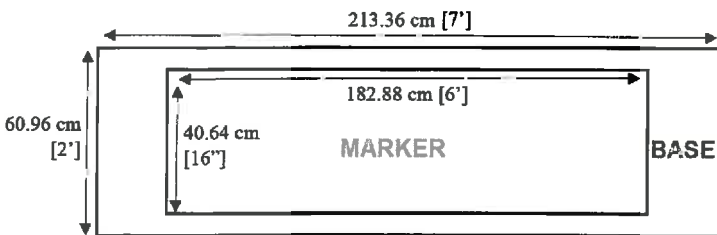
Side View

Memorial Dimensions	Height	Length	Depth / Width
Marker	20.32 cm (8 inches)	121.92 cm (4 feet)	40.64 cm (16 inches)
Base	15.24 cm (6 inches)	152.4 cm (5 feet)	60.96 cm (2 feet)
Total (excl foundation)	35.56 cm (14 inches)	152.4 cm (5 feet)	60.96 cm (2 feet)
Foundation		152.4 cm (5 feet)	60.96 cm (2 feet)

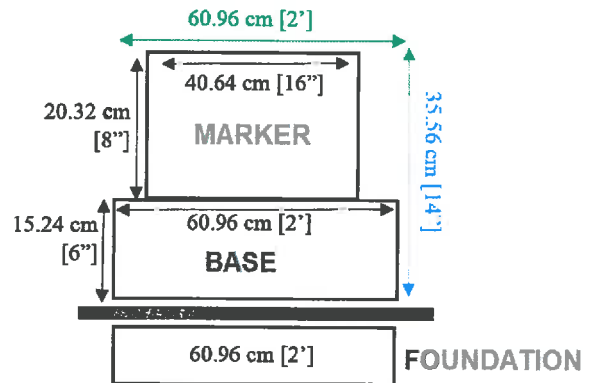
Double Pillow Memorial



Front View



Overhead / Top View

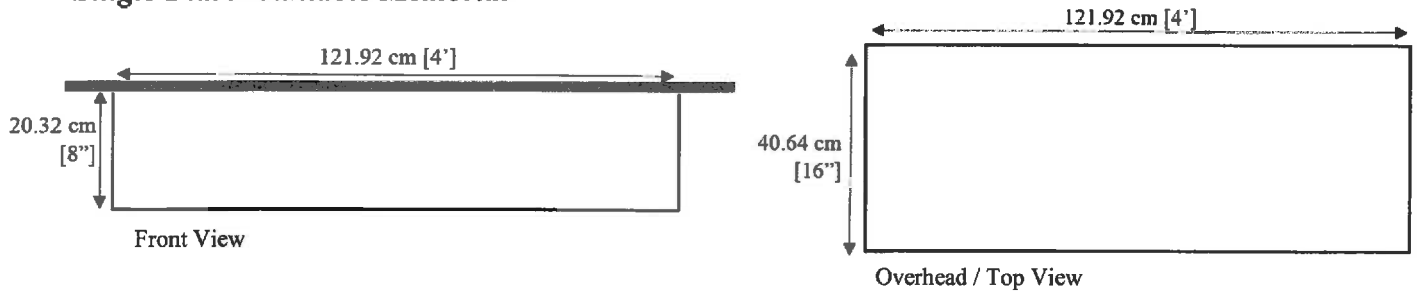


Side View

Memorial Dimensions	Height	Length	Depth / Width
Marker	20.32 cm (8 inches)	182.88 cm (6 feet)	40.64 cm (16 inches)
Base	15.24 cm (6 inches)	213.36 cm (7 feet)	60.96 cm (2 feet)
Total (excl foundation)	35.56 cm (14 inches)	213.36 cm (7 feet)	60.96 cm (2 feet)
Foundation		243.84 cm (8 feet)	60.96 cm (2 feet)

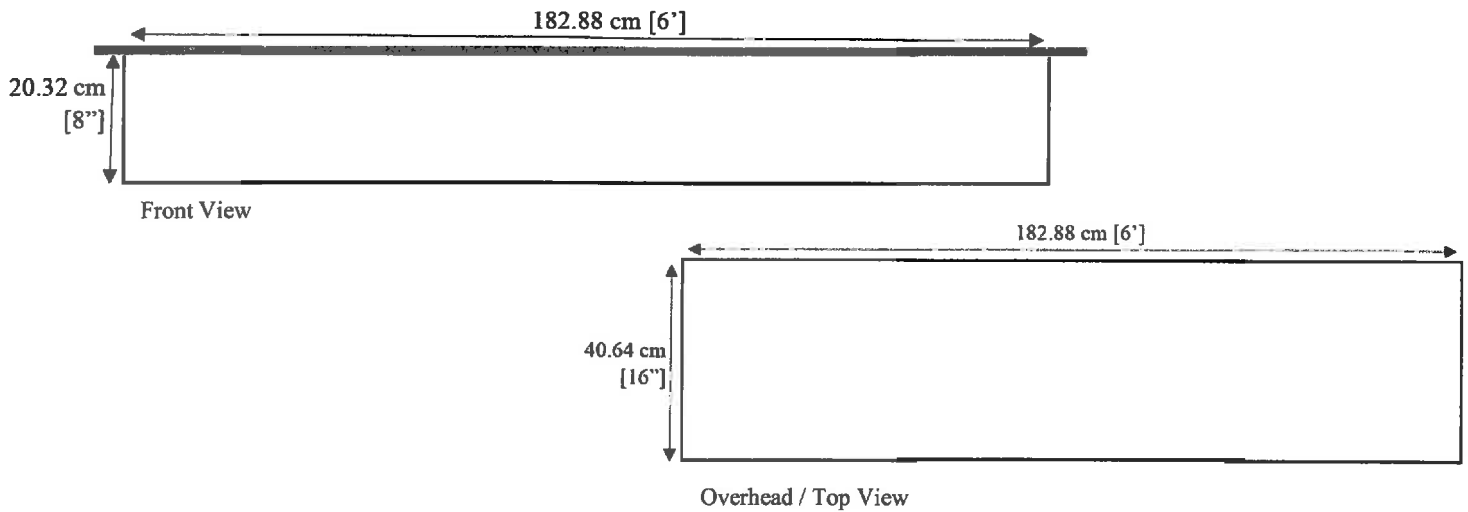
Flat Mountable Memorials

Single Flat Mountable Memorial



Memorial Dimensions	Height	Length	Depth / Width
Marker	20.32 cm (8 inches)	121.92 cm (4 feet)	40.64 cm (16 inches)

Double Flat Mountable Memorial



Memorial Dimensions	Height	Length	Depth / Width
Marker	20.32 cm (8 inches)	182.88 cm (6 feet)	40.64 cm (16 inches)

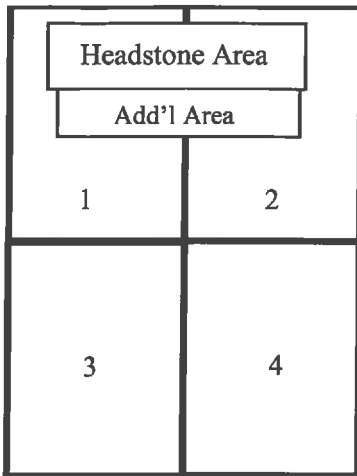
Cemetery Bylaw No. 817, 2017

“Schedule B”

Lot and Headstone Areas

Single Lot with Cremated Remains

Up to four (4) Cremated Remains may be placed in a single Lot.

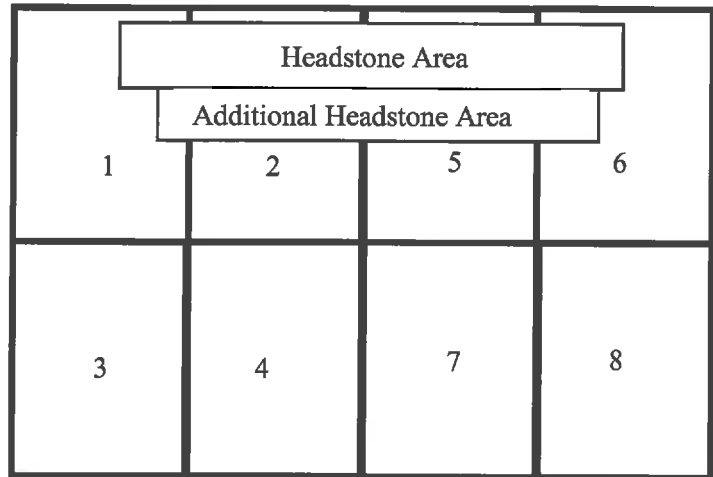


Headstone Area:
Width: 60.96 (2') Length: 152.4 cm (5')

Additional Headstone Area:
(Flat Mountable Memorials Only)
Width: 40.46 (16") Length: 121.92 cm (4')

Double Lot with Cremated Remains

Up to eight (8) Cremated Remains may be placed in a double Lot.

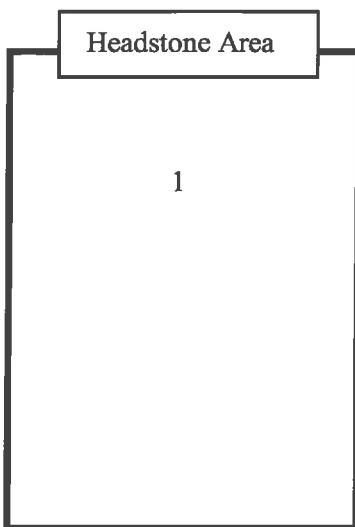


Headstone Area:
Width: 60.96 cm (2') Length: 213.36 cm (7')

Additional Headstone Area:
(Flat Mountable Memorials Only)
Width: 40.46 cm (16") Length: 182.88 cm (6')

Single Lot with casket burial

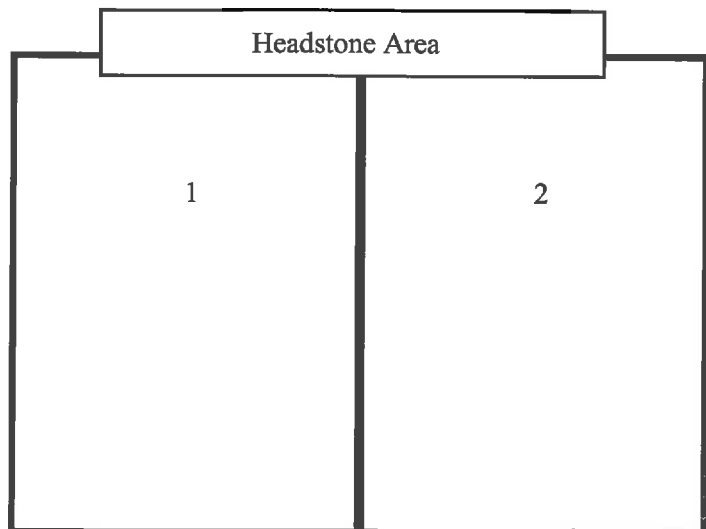
One (1) casket is permitted per single Lot area.



Headstone Area:
Width: 60.96 (2') Length: 152.4 cm (5')

Double Lot with casket burial

Two (2) caskets are permitted per double Lot area.



Headstone Area:
Width: 60.96 cm (2') Length: 213.36 cm (7')

Cemetery Bylaw No. 817, 2017
“Schedule C”

Excerpts from the Cremation, Interment and Funeral Services Act

Control of disposition of Human Remains or cremated remains

5 (1) Subject to this section and section 8 (3) (b) (i) [*requirement for authorization before funeral services or disposition*], the right of a person to control the disposition of the Human Remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
- (b) the Spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a guardian who had care and control 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 section 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.

(4) A person claiming that he or she should be given the sole right to control the disposition of the Human Remains or cremated remains may apply to the Supreme Court for an order regarding that right.

(5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to

- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the Spouse of the deceased,
- (b) the rules, practice and beliefs respecting disposition of Human Remains and cremated remains followed or held by people of the religious faith of the deceased,
- (c) any reasonable directions given by the deceased respecting the disposition of his or her Human Remains or cremated remains, and
- (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the Human Remains or cremated remains.

(6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

Exhumation and disinterment

16 (1) In this section, "health region" means a region designated under section 4 of the *Health Authorities Act*.

(2) Subject to this Part, an operator of a cemetery or mausoleum must not exhume or disinter human remains from the cemetery or mausoleum until

(a) the operator receives a written request to do so from the person who, under section 5 [*control of disposition of human remains and cremated remains*], has the right to control the disposition of the remains,

(b) a director approves the exhumation or disinterment, and

(c) if the human remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health, the operator gives written notice to and receives permission from a medical health officer for the area of the health region in which the cemetery or mausoleum is located.

(3) An operator of a cemetery or mausoleum may apply to a director for approval to exhume or disinter human remains by submitting

(a) the information required by the director, in the form and manner required by the director, and

(b) the fee required by the regulations.

(4) Subsection (2) (a) and (b) does not apply if human remains are to be exhumed or disinterred

(a) on the authority of an order of a court, or

(b) under the *Coroners Act*.

(5) Subsection (2) (b) does not apply if human remains are to be disinterred from one lot and interred in another lot in the same cemetery or mausoleum.

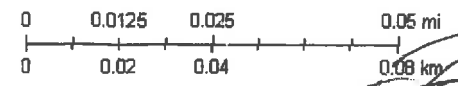
Funeral provider required

18 Unless human remains are disinterred from one lot in a cemetery or mausoleum for re-interment into another lot in the same cemetery or mausoleum, the person who makes a request for the exhumation or disinterment must ensure that a funeral provider receives the human remains immediately after the lot is opened.

Cemetery Bylaw No. 817, 2017
“Schedule D”
Peace Valley Cemetery & Columbarium Layout



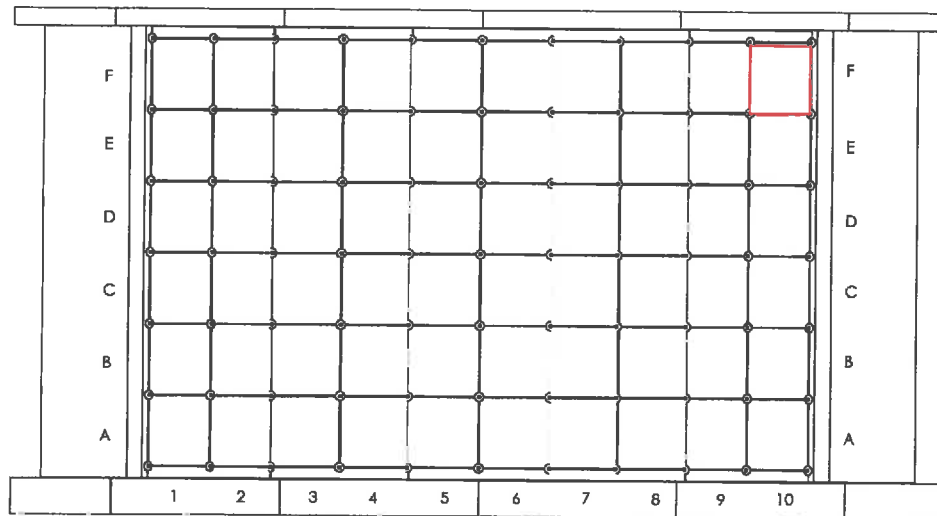
1:1,128



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CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User
Community

Columbarium Side View

The Columbarium Niche numbering layout is identified by row, then column. For example, the top row and farthest right niche, identified in red, is identified as niche F-10



Columbarium Top View

Niche number will be preceded by location indicator as follows:

Sunset (SS), Sunrise (SR), or Hillside (HS)

(Graphic indicators of Church, Bridge, etc. are for reference only)

