



## **Cemetery Bylaw No. 1380**

CONSOLIDATED FOR CONVENIENCE ONLY

EFFECTIVE DATE: December 12, 2016

This is a consolidation of the bylaws listed below. The amendment bylaws have been combined with the original bylaw for convenience only.

This consolidation is not a legal document.

Certified copies of the original bylaws should be consulted for interpretation and application of the bylaws on this subject.

**AMENDMENT BYLAW**

**EFFECTIVE DATE**

No. 1380.01

December 12, 2016

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THE CORPORATION OF THE DISTRICT OF KENT

BYLAW NO. 1380

*A bylaw to provide for the management, maintenance, operation and regulation of Valley View and the old Municipal Cemeteries*

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THE MUNICIPAL COUNCIL of the Corporation of the District of Kent in open meeting assembled, enacts the following regulations for the management, maintenance, operation, regulation, improvement and control of Valley View and the old Municipal Cemeteries.

1. In this bylaw unless the context otherwise requires,

**Caretaker** means the person or persons duly appointed from time to time as Caretaker or Caretakers of the Cemetery or Cemeteries of the District of Kent.

**Cemetery** means and includes any parcel or tract of land owned, used or maintained by the Corporation of the District of Kent as a cemetery either within or without the Municipality, which is to be used for the permanent interment of human or cremated remains.

**CAO or Designate** means the person duly appointed as such from time to time by the Council.

**Corporation** means the Corporation of the District of Kent.

**Council** means the Council of the Corporation of the District of Kent.

**Designate** means the person authorized by the CAO to perform his/her duties.

**Exhumation** means the exposure and removal of interred Human Remains for the purposes of viewing or examination;

**Mayor** shall include the Deputy and Acting Mayor.

**Health Officer** means the person duly appointed from time to time by the Council to act as the Health Officer for the Corporation of the District of Kent.

**Holiday** has the same meaning as in the British Columbia *Interpretation Act*.

**Human Remains** means a dead human body in any stage of decomposition or a body of a stillborn infant in any stage of decomposition but does not include Cremated Remains;

**Interment** means the permanent disposition of the remains of a deceased person by burial of Human Remains or Cremated Remains, the entombment of Human Remains or the inurnment of Cremated Remains;

**Interment Right Holder** means a person who owns a Right of Interment;

**Lot** means a space within a Place of Interment used or intended to be used for the interment of Human Remains or Cremated Remains under a Right of Interment, and includes a grave, crypt, niche or plot;

**Minister** means that member of the Executive Council charged by Order of the Lieutenant-Governor in Council with administration of the "Cemeteries Act: and includes a person designated in writing by the Minister.

**Memorial** means a tombstone, monument, memorial tablet, plaque or other marker on a Lot, or an inscription or ornamentation on a crypt or niche front, used to identify a Lot or memorialize a deceased person or stillborn child;

**Non-resident** means a person who has not resided or maintained a residence or owned property within the Municipality for one year prior to the issuance of a contract in the form of Schedule A attached to and forming part of this bylaw, provided, however, that this definition shall not be applicable to families of long standing within the Municipality.

**Plot, Lot or Burial Space** means an area of the cemetery as designated on the official plan of Valley View Municipal Cemetery.

**Right of Interment** means a right, in perpetuity, for the interment of Human Remains or Cremated Remains in a Lot, and includes all licences for grave space previously issued by the District;

**Veteran** means any person who served in any of Her Majesty's Forces, or any Auxiliary Force, and who is a resident of the District.

The term **holder** of a burial plot or plots shall include and mean any person or persons, society or corporation to whom a licence or licences to use the same for burial purposes has or have been granted in accordance with provisions of this bylaw.

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

2. The following lands owned by the Corporation have been set aside and used for cemetery purposes:
  - a) Valley View Cemetery, legally described as being:  
The North East Quarter, Section Thirty-four (34), Township Three (3) Range Twenty-nine (29) West of the Sixth Meridian, SAVE AND EXCEPT Parcel "A" (Reference Plan 4789), District of Kent, New Westminster District.
  - b) Kent Municipal Cemetery (known as the Old Cemetery)  
Closed in 1946  
No plots available here.  
Described as Part 4 acres of the South Half of the South East Quarter of Section 26, Township 3, Range 29, West of the 6<sup>th</sup> Meridian, Municipality of Kent, New Westminster District.
3. A copy of the plans of the cemetery shall be filed with the Director, Business Practices and Consumer Protection Authority and copies shall also be kept available for public inspection in the Municipal Office and at such other places as may be deemed necessary.

#### **LICENCE TO USE THE CEMETERY**

4. The Council may by agreement with a society, church or other organization reserve a section of the cemetery to be used exclusively for the interment of deceased members of the society, church, or other organization concerned, and upon such an agreement being made no person shall be issued with a licence to use grave space in the reserved section, unless his application to the Corporation to purchase a licence is accompanied by a certificate from the society, church or organization concerned, stating that he, or the person on whose behalf he may be acting, is entitled to burial in the reserved section. All licences and services rendered by the Corporation under these conditions shall be subject to payment at the regular rates set forth in the schedule of rates attached hereto as Schedule "C".
5. The Council may grant to any person paying the fees therefore, according to the scale of fees hereinafter provided and subject to the terms of Section 4 hereof, a licence for the exclusive use by him, or his executors or administrators, of any one or more grave spaces which may be vacant and unlicensed in the cemetery, and upon payment of said fee therefore, such person or persons shall be entitled to receive a contract in the form of Schedule A attached hereto and forming part of this Bylaw.

6. The Council reserves to itself the right to refuse to sell the use of more than two grave spaces to any one individual.
7.
  1. Where the holder of a licence to use and occupy grave space in the cemetery wishes to transfer his right of use and occupancy to another person he shall first provide the CAO with full particulars of the name, address and other description of the person to whom the transfer is to be made, the consideration to be paid therefore and such other information shall not bind the Corporation to accept or permit the proposed transfer.
  2. If the licence to be transferred relates to a grave space located in an area reserved under an agreement made between the Council and an organization pursuant to Section 4 hereof, the requirements of said Section 4 concerning entitlement to burial in a reserved section of the cemetery shall apply to the person to whom the transfer is to be made.
  3. Upon acceptance by the Corporation of the transfer fee prescribed in Schedule "C" to this bylaw, and upon compliance with the requirements of this bylaw by the licence holder and the person to whom the licence is to be transferred, the CAO shall effect the desired transfer by an endorsement upon the licence and shall record the transfer in the books or other records kept by him for that purpose.
8. All licenses issued for use of grave space in the cemetery shall be subject to the provisions of this bylaw, and all bylaws now or hereafter to be passed by the Council.

#### **FEES AND CHARGES**

9.
  1. The fees for interment, disinterment, use of grave space, digging of graves, permits and care of graves, and the charges for goods offered for sale by the Corporation for use in the cemetery, and any other cemetery fees shall be those set out in Schedule "C" attached hereto and forming part of this bylaw.
  2. The fees set out in Schedule "C" to this bylaw shall be paid at the Corporation's offices at the time of purchasing a cemetery licence, interment permit, or any goods or services sold by the Corporation in connection with the operation of the cemetery.

#### **PERMISSION TO INTER, EXHUME, AND CREMATE**

10. 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 permit to inter the body has been obtained from the Corporation. No interment will be permitted in or memorial placed on any property unless fully paid for, except by special written consent of the Corporation except as may be permitted otherwise under the terms of Section 16. In the event this consent is given, all interments in or memorials placed on the property will be considered temporary. A note will not be considered as payment, and no rights will be acquired by the purchase of the interments(s) or memorials until the property is fully paid for in cash, including principle and interest.

If the purchaser fails to make payment within sixty (60) days after the due date, the due date being established by sending the demand for payment of the purchaser's address as recorded in Cemetery records, the Corporation may re-enter the property and take possession of it and terminate the purchaser's right. The Corporation shall then be released from all obligation to the purchaser and may retain any payments that may have been made toward the purchase of the property as liquidated damages. The Corporation reserves the right to, immediately or any future time, remove any remains which may be interred in the property to a single grave chosen by the Corporation without notice to the former purchaser. The Corporation reserves the right to remove memorials placed on the property and to hold and sell it as liquidated damages to cover the cost of removing the memorial and for damages to the property.

11. The holder of a licence to use and occupy grave space in the cemetery shall not allow or permit an interment to be made in the grave space to which the licence refers, nor shall he transfer or dispose of the said grave space to another person, group or organization unless such interment, transfer or disposal shall be made pursuant to and subject to the provisions of this bylaw.
12. All permits for interment of deceased persons in the cemetery shall be in the form of Schedule B attached hereto and forming part of this bylaw.
13. All applications for a permit to inter in the cemetery must be made to the CAO, or designate, at the Corporation's offices, during the regular office hours approved by Council, on all days of the week except Saturday, Sunday, Statutory Holidays, and in cases of emergency as described in Section 16. At least forty-eight (48) hours notice must be given prior to any interment, and at least four weeks notice prior to any disinterment.
14. Any person who makes application for an interment permit or who requires an interment to be made, shall provide the CAO with a statement of the name, age and date of death of the deceased the time and date of the Funeral and any other information which it is reasonable for the CAO to request.
15. No person shall be granted a permit to inter in an area of the cemetery which Council has reserved under the provisions of Section 4 hereof for burial of members of a church, society, or other organization, except where the applicant for the permit furnishes the CAO with a Certificate from the organization for whom the area has been reserved, stating that the deceased person for whom the permit is required is entitled to burial in the reserved area.
16.
  1. Where the Health Officer directs, pursuant to the Health Act regulations or otherwise, that a body be buried in the cemetery during any period when the Corporation's offices are closed, permission to inter in the cemetery shall be obtained from the CAO, Cemetery Caretaker, or Mayor.
  2. Where a burial in the cemetery is performed under the conditions of Section 16(1) the person who permitted the burial and the person who performed the burial shall report the matter to the CAO, and the representative of the deceased shall furnish the CAO with full details of the deceased as required by Section 14 hereof together with such fees as may be required in accordance with Schedule "C" if such fees have not already been paid.
  3. The information required to be given to the CAO under the terms of Sub-section (2) of this section shall be provided to the CAO as soon after such interment as the Corporation's offices are opened.
17. 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 CAO for his examination.
18. It shall be unlawful to bury or cremate a deceased person within the Municipal boundary of the Corporation except pursuant to the terms of the "Cremation, Interment and funeral Services Act" Regulations thereunder.

#### **INTERMENT IN THE CEMETERY**

19. No body other than a deceased human body, or the cremated remains of a deceased human body, shall be interred in the cemetery and all interments shall be subject to and comply with the provisions of this bylaw.
20. The holder of a licence to use and occupy grave space in the cemetery shall not permit an interment to be made in the grave space to which the licence refers, nor transfer or dispose of the said grave 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.

21.
  1. Where the body of a person, who died while suffering a communicable disease, is to be buried in the cemetery, any instruction given by the Health Officer respecting the interment shall be fully and carefully followed by those who perform the interments.
  2. Where the body delivered to the cemetery for interment is subject to direction of the Health Officer under the terms of the Health Act, the person delivering the body to the cemetery shall inform the Caretaker.
22.
  1. Each interment in the cemetery, other than the interment of cremated remains, shall provide for not less than 0.9 metres (approximately three feet) of earth between the general surface level of the ground at the grave site and the upper surface of the vault, casket or grave liner enclosing the body resting in the grave.
  2. Each interment of cremated remains in the cemetery shall be made in a container encased in a permanent vault not less than 3.8 centimetres (approximately 1 ½ inches thick and shall be buried in the grave not less than 60 centimetres (approximately 2 feet), except where the concrete encased contained of cremated remains is used as a foundation-base for a tablet memorial installed on the grave according to the requirements of Section 36.
  3. The interment of cremated remains of a deceased person shall be made only in the following manner:
    - a) In the grave of an immediate member of the family, in any part of the cemetery, if the said grave has already been used for an interment; provided that not more than two (2) cremated remain interments shall be permitted in the grave and such interments shall be restricted to the upper 60 centimetres (approximately 2 feet) of the grave space.
    - b) In an unused grave adjacent to or in close proximity to an immediate member of the family, in any part of the cemetery, if the said grave is to be used as a family cremation plot, provided that not more than eight (8) cremated remain interments shall be permitted in the grave and such interments shall be restricted to the upper 2.5 metres (approximately 8 feet) of the grave space. Memorial markers are restricted to the upper 65cm of the plot.
    - c) Where two or more interments are permitted in one grave space each burial in the grave shall conform to the requirements of section 22(1) and/or section 22(2).
    - d) Where an interment of cremated remains is to be placed in a grave space which already contains a full burial, schedule E of this bylaw must be signed by an authorized family member.
  4. On and after the date of adoption of this bylaw, a grave liner shall be used for each interment, except where a concrete or steel vault is used or cremated remains are interred according to the requirements of section 22(2).
  5. Each grave liner used in the cemetery shall be made of reinforced concrete not less than 5 centimetres (approximately 2 inches) thick and shall consist of two side walls, two end walls and a cover sufficient to bridge the coffin or casket over its entire length.
23. No person shall inter any body in the cemetery except between the hours of eight o'clock in the forenoon and four o'clock in the afternoon.
24. No person shall inter any body in the cemetery on Saturday, or Sunday, or any Statutory Holiday unless written permission of the CAO or Caretaker is first obtained, except in the emergency conditions as specified in Section 21 hereof.
25. No grave shall be dug or opened by any person other than the Caretaker or a person duly authorized by the Caretaker, or by the CAO.

## **CEMETERY CARETAKER**

27. 1. Council may authorize the appointment of a cemetery caretaker and the duties and responsibilities of a caretaker so appointed shall be, among other things, to carry out, or cause to be carried out by cemetery workmen placed under his supervision:
  - a) The digging, preparation, opening and closing of graves as ordered by the CAO or Cemetery Caretaker.
  - b) The direction of all funerals in the cemetery to the correct grave site.
  - c) The installation of memorial tablets, markers and monuments on graves and construction of their foundation or bases.
  - d) The general work of the cemetery, to maintain it in a neat, tidy condition, including maintenance of walls, fences, gates, paths and other cemetery improvements.
  - e) The provisions for care of the cemetery tools and equipment.
2. The Caretaker shall maintain records as directed by the CAO and shall submit reports as required by him, and, shall do such other work as the CAO may require from time to time in relation to the cemetery operation.

## **ADMINISTRATION AND CARE FUND**

28. The CAO shall maintain records as necessary to the administration and management of the cemetery and as required by Part 7 of the "Cremation, Interment and Funeral Services Act".
29. The CAO is hereby authorized on behalf of the Municipality and subject to the provisions of this bylaw to grant a licence in the form set out in Schedule A hereof in respect of any unoccupied and unlicensed grave space in the cemetery.
30. The CAO shall issue all permits for interment required by this bylaw except as otherwise provided herein.
31. Upon issuing any permits for interment in the cemetery, or upon viewing an order for exhumation from the proper authority as required by Section 17 hereof, the CAO shall notify the Caretaker before the time of the intended interment or exhumation giving the name of the deceased, the number and location of the grave space concerned and any instructions of the Health Officer relative to the interment or exhumation.
32. 1. 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 Part 7 of the "Cremation, Interment and Funeral Services Act" for the establishment and administration of a Municipal Cemetery Care Fund and in accordance with the procedures hereinafter provided.
  2. A bank account shall be established to be known as "The Cemetery Care Fund Account" into which the Treasurer shall pay all funds received for Care Fund purposes and all such funds shall be deposited in said account, and there held pending investment as hereinafter provided.
  3. On all licences for use of grave space sold on and after the date of adoption of this bylaw, the CAO shall pay into "The Cemetery Care Fund Account" from the amount received for each licence sold at the fee specified in Schedule "C" hereof.
  4. On all licences for the use of grave space, and on all contracts or agreements for the sale of such licences, the amount required to be used for Care Fund purposes shall be specified.

5. Any owner of a memorial marker, tablet, or monument desiring to install same in the cemetery after the date of adoption of this bylaw, shall pay to the CAO prior to the installation of such memorial, all fees as specified in Schedule "C" hereof.
  6. Investment of funds received for Care Fund purposes shall be made as required by the Regulations under the "Cremation, Interment and Funeral Services Act" applicable to Municipal Cemetery Care Funds.
  7. 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.
  8. The principal sum of the Cemetery Care Fund shall not be reduced otherwise than in accordance with an order of the Director made pursuant to the Regulation under the "Cremation, Interment and Funeral Services Act"
33. A separate account of all monies received under the provisions of this bylaw and of all monies expended hereunder shall be kept by the CAO and any surplus remaining of receipts over expenditures shall be paid at the end of each financial year into a fund to be known as "The Cemetery Fund" and same shall be invested by the Corporation in accordance with the provisions of the Local Government Act and the interest derived from such investment shall be expended on the upkeep and development of the cemetery.

## MEMORIALS

34. On and after the date of adoption of this By-law, no person shall place on any grave space in the cemetery a memorial marker, tablet or monument, until all fees as specified in Schedule "C" have been paid to the CAO for Care Fund purposes in respect to each memorial which it is desired to install.
35. No grave or grave space in the cemetery shall be defined by a fence, hedge, coping, curbing or railing, as per Schedule "D" of this bylaw.
36. A tablet type memorial may be installed on a grave in the cemetery provided the installation fee as set out in Schedule "C" hereto is paid and the tablet is made of stone or bronze and conforms to the following:
  1. Except as provided in Sub-section (2) of this Section, one memorial tablet (12" x 20") only may be installed on each grave but where two related persons are buried side by side in adjacent graves, one 46 centimeters x 76 centimeters (18" x 30") tablet which provides for the memorialization of both persons may be used instead of two separate tablets providing the single tablet so used is set to embrace evenly the two graves or single grave concerned.
  2. Where one cremated remain is buried pursuant to Clauses (a) and (b) of Section 22 one 8" x 12" memorial tablet may be installed, in accordance with Sub-section (7) of this Section. Where more than one cremated remains are buried in same plot, a one 46 centimeters x 76 centimeters (18" x 30") tablet which provides for the memorialization of all persons may be installed instead of the separate tablets providing this single tablet so used is set to embrace evenly the grave site.
  3. Each memorial tablet shall be installed in a horizontal position on the grave and shall be set on a concrete or granite base. The base shall be set level and flush with the surface of the surrounding ground and shall extend 10 centimetres (4") beyond each side of the memorial. Each memorial tablet will extend no more than 10 centimetres (4") above the ground.
  4. Each bronze memorial tablet shall be attached to a concrete base not less than 10 centimetres (4") thick.

5. Vertical (upright) memorial markers may not exceed 45 centimetres (18") in height. The base of the vertical memorial shall not exceed the memorial tablet size as laid out in section 36 (6). No vertical memorial markers will be permitted in the cremation section of the cemetery.
6. The top surface of memorial tablets shall measure not more than:
  - a) On adult size graves:
    - i) Single grave 31 cm x 51 cm (12" x 20")
    - ii) Two grave lots 46 cm x 76 cm (18" x 30")
    - iii) Three grave lots 33 cm x 112 cm (13" x 44")
  - b) On a cremation size grave 21 cm x 28 cm (8" x 12") single  
40 cm x 70 cm (16" x 28") double
  - c) Family cremation plot 46 cm x 76 cm (18" x 30")
7. All memorial tablets shall be received at the cemetery and shall be set by the cemetery workmen under the supervision of the Caretaker.
8. Any tablet or monument placed in the cemetery after adoption of this Bylaw which does not conform to the above regulations shall be removed by the Caretaker at the owner's expense.

## GENERAL

37. Cut flowers, wreaths and floral offerings may be placed on graves but may be removed by the Caretaker when their condition is considered by him to be detrimental to the beauty of the cemetery.
38. No person shall plant, remove, cut down or destroy, any trees, shrubs, plants, flowers, bulbs or rocks, in the cemetery other than an employee of the Corporation authorized to do so. The Cemetery Caretaker is authorized to remove any of the above that he feels is or will become detrimental to the future use, or beauty, of the cemetery.
39. All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the cemetery, or any improvements in the cemetery.
40. No person shall enter the cemetery in a vehicle after sunset, or drive a vehicle in the cemetery at any time at a speed of more than ten miles an hour, and all vehicles and their drivers while in the cemetery grounds shall be subject to the reasonable directions and orders of the Caretaker.
41. No person shall solicit orders for markers, tablets, memorials, cappings, or like works within the limits of the cemetery.
42. All persons and funeral processions in the cemetery shall obey the reasonable instructions of the Caretaker. Any person not behaving with proper decorum within the cemetery, or disturbing the quiet and good order of the cemetery may be evicted therefrom by the Caretaker.
43. The discharging of firearms, other than in regular volleys at burial services, is prohibited in the cemetery.
44. Any person who wilfully destroys, mutilates, defaces, injures, or removes any tomb, monument, memorial, gravestone, or other structure placed in the cemetery, or any fence, railing or other work for the protection or ornament of the cemetery, or any tomb, monument, memorial, grave-stone or other structure aforesaid or lot within the cemetery, or wilfully destroys, cuts, breaks or injures any shrub, plant, or plays at any game or sport, or discharges firearms (save at a military funeral), or who wilfully or unlawfully disturbs persons assembled for the purpose of burying a body therein, or who commits a nuisance, or at any time behaves in an indecent any unseemly manner, or deposits

any rubbish or offensive matter or thing in a cemetery, or in any way violates any grave, tomb, tombstone, vault, memorial, or other structure within the same, shall be guilty of an infraction of this Bylaw, and liable to the penalties hereof.

45. The cemetery shall be deemed open from dawn to dusk each day. Any person in the cemetery between dusk to dawn without special permission of the Caretaker, or other person authorized by the Corporation to grant such permission, shall be deemed guilty of an infraction of this bylaw and liable to the penalties hereof.
46. Every person who commits an offence against this Bylaw is liable to a fine and penalty not exceeding One Thousand Dollars (\$1,000.00) and costs.
47. Notwithstanding anything herein contained, the administration and operation of the cemetery shall be carried out at all times in accordance with the "Cremation, Interment and Funeral Services Act" and Regulations made thereunder.
48. It is not the responsibility of the Corporation of the District of Kent to repair and/or pay for any repairs to memorial markers. Costs of repairs shall be borne by the family of the deceased.
49. This bylaw may be cited for all purposes as the "Cemetery Bylaw No. 1380, 2007."

#### **REPEALS AND AMENDMENTS**

Bylaw  
1380.01

This Bylaw repeals "Cemetery Bylaw, 1980", and any amendments thereto.

READ A FIRST TIME this 9<sup>th</sup> day of October, 2007.

READ A SECOND TIME this 9<sup>th</sup> day of October 2007.

READ A THIRD TIME this 9<sup>th</sup> day of October 2007.

RECONSIDERED, FINALLY PASSED AND ADOPTED THE 22<sup>nd</sup> day of October 2007.

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Mayor

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Chief Administrative Officer



7170 Cheam Avenue  
Agassiz, BC V0M 1A0  
Phone: (604) 796-2235  
Fax (604) 796-9854

**THE CORPORATION OF THE DISTRICT OF KENT**  
**Valley View Cemetery**  
**Interment Right Contract for a Right of Interment**  
***Schedule A attached to and forming part of***  
***District of Kent Cemetery Bylaw 1380***

THIS AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between the DISTRICT OF KENT, the owner and operator of the Cemetery, and the PURCHASER, \_\_\_\_\_, 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:  
**Interment Right Holder:**

\_\_\_\_\_

**Cemetery: Valley View Cemetery, Agassiz, BC**

**Plot Number and Location:** \_\_\_\_\_

**\*\*Fees and Charges Paid:**

Plot	\$ _____
Care Fund Contribution	\$ _____
GST	\$ _____
<b>TOTAL FEES:</b>	\$ _____

**\*\*All fees shall be payable in full upon the signing of this Agreement.**

**Interpretation:** All words and phrases contained in this Agreement shall have the same meanings as in the District of Kent Cemetery Bylaw 1380, a copy of which is available at District Hall.

**Right of Interment:** In consideration of the payment of the fees prescribed above, the District of Kent hereby grants to the Interment Right Holder named above, a Right of Interment for the Plot and in the location in the Cemetery specified above.

**Terms and Conditions:** The Right of Interment is subject to all terms and conditions of this Agreement, the rules, regulations and requirements of the District of Kent Cemetery Bylaw 1380 2007 and the provisions of the *Cremation, Interment and Funeral Services Act* and the *Business Practices and Consumer Protection Act*, and regulation thereto.

**Cancellation of Right 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 Cemetery Clerk 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, and 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 Lot;
- (b) the Interment Right Holder or executor submits a written application to the Cemetery Clerk requesting cancellation of the Right of Interment and pays the Cancellation Fee prescribed in Schedule C of this bylaw;

- (c) the original Right of Interment or licence is surrendered; and
- (d) the cost for removal of any Memorial(s) are paid.

**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 District of Kent with 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 District of Kent, in the course of providing this 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 is necessary to fulfill the terms and conditions of this Agreement. The Purchaser hereby gives permission to the District of Kent to provide Interment or 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 and acknowledges and agrees to comply with all rules and regulations of the District of Kent Cemetery Bylaw 1380 In witness whereof the parties have executed this Agreement in Agassiz, BC on \_\_\_\_\_, 20\_\_\_\_.

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Signature of Purchaser/Legal Representative of the Deceased

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Print Name of Purchaser

---

Signature for the District

---

Print Name of the District Agent



7170 Cheam Avenue  
Agassiz, BC V0M 1A0  
Phone: (604) 796-2235  
Fax (604) 796-9854

**THE CORPORATION OF THE DISTRICT OF KENT  
INTERMENT PERMIT**  
*Schedule B attached to and forming part of  
District of Kent Cemetery Bylaw 1380*

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Permission is hereby given \_\_\_\_\_  
to have the remains of \_\_\_\_\_  
interred in Lot \_\_\_\_\_ of \_\_\_\_\_ Cemetery,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, at \_\_\_\_\_ o'clock.

Remarks:

\_\_\_\_\_  
Cemetery Administrator

To the Cemetery Caretaker of Valley View Cemetery.

**THE CORPORATION OF THE DISTRICT OF KENT**  
**Valley View Cemetery**  
**Schedule of Fees**  
 GST not included  
*Schedule C attached to and forming part of*  
*District of Kent Cemetery Bylaw 1380*

GRAVE SPACE	GENERAL	CARE FUND	TOTAL
<u>Resident</u>			
• Adult	900.00	450.00	1,350.00
• Child 2 - 12	600.00	300.00	900.00
• Infant up to 2 years	450.00	225.00	675.00
• Cremated Remains	500.00	250.00	750.00
<u>Non Resident</u>			
• Adult	1,350.00	675.00	2,025.00
• Child 2 - 12	900.00	450.00	1,350.00
• Infant up to 2 years	675.00	337.50	1,012.50
• Cremated Remains	750.00	375.00	1,125.00
<b>SERVICES</b>			
<u>Opening and Closing Grave for Burial</u>			
• Adult			1,000.00
• Veterans	1,000.00		1,000.00
• Infant	900.00		900.00
• Child 2 - 12	500.00		500.00
• Cremated Remains	750.00		750.00
	450.00		450.00
<u>Opening and Closing Grave for Exhumation</u>			
• Adult and Child	2,000.00		2,000.00
• Infant	1,200.00		1,200.00
• Cremated Remains	1,200.00		1,200.00
<u>Grave Liners</u>			
• Adult and Child	400.00		400.00
• Cremation	150.00		150.00
<u>Installation of Memorials</u>			
(installation shall be in accordance with Section 36 (3):			
• Single 12" X 20"	250.00	65.00	315.00
• Double 18" x 30"	250.00	65.00	315.00
• Vertical Marker Single	250.00	65.00	315.00
• Vertical Marker Double	250.00	65.00	315.00
• Cremation 8" x 12" or family cremation	200.00	65.00	265.00
<b>MISCELLANEOUS CHARGES</b>			
• Extra Depth	500.00		500.00
• Burials after 3:00 p.m. Monday to Thursday or after 12 Noon Friday (grave site time)	500.00		500.00
• Burials on Saturday, Sunday or Statutory Holiday	1.5 times		
• Transfer of Licence	100.00		100.00
• Surrender/Sell back administrative Fee	100.00		100.00



7170 Cheam Avenue  
Agassiz, BC V0M 1A0  
Phone: (604) 796-2235  
Fax (604) 796-9854

**THE CORPORATION OF THE DISTRICT OF KENT**  
**Installation of Memorials**  
*Schedule D attached and forming part of*  
*District of Kent Cemetery Bylaw 1380*

Each *tablet type* memorial marker shall be installed by the District of Kent on a concrete base. The memorial tablet will be retained on all sides by a concrete surround approximately 10cm wide. The maximum thickness of each tablet type memorial will be 4" and will be set so the memorial marker is above the surface of the ground. Engraving on the sides of the memorial is allowed.

Each *vertical (upright)* memorial marker shall be installed by the District of Kent on a concrete base. The base of the vertical marker must not exceed the maximum size of the tablet memorial markers as listed below. The maximum height of these vertical markers must not exceed 46cm (18"). The base of the memorial maker will be retained on all sides by a concrete surround approximately 10cm wide.

The top surface of memorial tablets shall measure not more than:

- |    |                             |   |
|----|-----------------------------|---|
| 1. | On an adult size grave:     |   |
|    | • Single grave              | 31 cm x 51 cm (12" x 20")   |
|    | • Two grave lots            | 46 cm x 76 cm (18" x 30")   |
|    | • Three grave lots          | 33 cm x 112 cm (13" x 44")  |
| 2. | On a cremation size grave   | 21 cm x 28 cm (8" x 12") single<br>40 cm x 45 cm (16" x 18") double |
| 3. | On a family cremation grave | 46 cm x 76 cm (18" x 30")   |

**Grave Sites**

1. Cut flowers, wreaths and floral offerings may be placed on graves, but may be removed by the Caretaker when their condition is considered to be detrimental to the beauty of the cemetery.
2. **No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the cemetery other than an employee of the Corporation authorized to do so. The Cemetery Caretaker is authorized to remove any of the above that he feels is or will become detrimental to the future use, or beauty, of the cemetery.**

I have reviewed the above with the cemetery personnel of the District of Kent.

\_\_\_\_\_  
Name

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



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**THE CORPORATION OF THE DISTRICT OF KENT**  
**Cremated Remains Authorization**  
*Schedule E attached to and forming part of*  
*District of Kent Cemetery Bylaw 1380*

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I, \_\_\_\_\_ of \_\_\_\_\_, being the nearest living relative of the late \_\_\_\_\_, hereby give permission to the District of Kent to place the cremated remains of the late \_\_\_\_\_ in the grave of \_\_\_\_\_.

I am authorizing the placement of these ashes and as such also release and save harmless, the District of Kent, from any responsibility or action (fiscal or otherwise), should a claim be made in the future regarding the placement of the remains.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)