



## **Cemetery Bylaw No. 1664, 2021**

CONSOLIDATED FOR CONVENIENCE ONLY

EFFECTIVE DATE: February 8, 2021

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. 1664.01

July 19, 2021

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**THE CORPORATION OF THE DISTRICT OF KENT****BYLAW NO.1664*****A bylaw to provide for the management, maintenance, operation and regulation of Valley View and the Kent Municipal Cemetery***

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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 Kent Municipal Cemetery (known as the Old Cemetery).

1. In this bylaw terms defined in the *Cremation, Interment and Funeral Services Act (CIFSA)* and this Bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires,

**Administrative Authority** – means the Business Practices and Consumer Protection Authority established under the Business Practices and Consumer Protection Authority Act, S.B.C. 2004, C.3;

**Administrator** – means the Director of Community and Special Projects of the District of Kent, or duly appointed designate;

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

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

**Caretaker** - means the person or persons duly authorized to perform cemetery services, including the disposition of human and cremated remains, and other cemetery maintenance and operational functions;

**Cemetery** - means and includes any parcel or tract of land owned, used or maintained by the Corporation of the District of Kent as a place of interment;

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

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

**CIFSA** – means the Cremation, Interment and Funeral Services Act, S.B.C 2004, C.35 administered by the Administrative Authority, as may be amended or superseded from time to time and all regulations made thereunder;

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

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

**Corporation** - means the Corporation of the District of Kent;

**Council** - means the Council of the Corporation of the District of Kent;

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

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

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

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

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

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

**District** - means the District of 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;

**Family** - means a parent or step-parent, a grandparent or step-grandparent, a sibling (natural, adopted or step), a spouse, a child (natural, adopted, or step) or a grandchild (natural, adopted, or step); may also be called family member for the purposes of this Bylaw;

**Fees and Charges** - means the amount to be paid for Right of Interment, Interment, Disinterment, Exhumation, and care of grave spaces and the charges for goods and services offered for sale by the District of Kent for Cemetery services;

**Former Resident** - means a person who does not currently reside, maintain a residence or own property within the Municipality, however, can provide confirmation that they have resided in the Municipality in the past;

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

**Grave Liner** - means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A grave liner may, or may not, have a bottom and is placed during the burial process;

**Green Burial** – means the placement of a human body directly into the earth in a simple grave with no embalming, no coffin, no grave liner;

**Mayor** - shall include the Deputy and Acting Mayor;

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

**Statutory Holiday** - means any of the following days, namely New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of day proclaimed a civic holiday;

**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;

**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;

**Non-resident** - means a person who has not resided or maintained a residence or owned property within the Municipality at any time;

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

**Resident** - means a registered owner of property in the District, or a person who qualifies as a resident elector as defined under the Local Government Act, RSBC 1996, C323, or the spouse or dependent child of such an owner or resident elector;

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

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

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

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

**Veteran** - means any person who served in any of Her Majesty's Forces, or any Auxiliary Force, or as a regular member of the Royal Canadian Mounted Police or as a Peace Officer in a special duty area or on a special duty operation 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 as 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 to burials in 1946  
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.

## **RIGHT OF INTERMENT**

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 the grave space in the reserved section, unless his application to the Corporation to purchase a licence is accompanied by a written authorization 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 out in the Schedule of Fees and Charges of Cemetery Services attached to and forming part of the District of Kent Fees and Charges bylaw;
5. The District may, subject to payment of fees, grant any person a Right of Interment for a vacant and unreserved Lot, as set out in Schedule A. 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 certificates. A Right of Interment is for whole lots and cannot be issued for a portion of a Lot.

6. The issuance of a Right of Interment does not entitle the holder to require the District to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provisions of the Bylaw, including, without limitation, the payment of all fees related to the interment.
7. A Right of Interment of any unused lots may be transferred to a family member at the discretion of the Administrator. The Interment Right Holder or Executor must supply this request in writing and the Right of Interment Certificate or (Cemetery Licence) to the District. A transfer fee will apply payable to the District of Kent. Transfers will only be permitted to honor previously contracted Cemetery Licences or Right of Interment Certificates as declared upon the original document.
8. A Right of Interment Holder shall either reserve the right to use that Lot for themselves or authorize another person to be interred in the Lot to which the Interment Right refers.
9. If the holder of the Right of Interment for an unoccupied grave space does not want to exercise this right in the future, and the holder delivers to the Administrator a written request to surrender the Lot, the District must refund the original Right of Interment fee paid at the time of purchase, less the care fund portion. Interment Rights may only be surrendered to the District and may not be sold privately.
10. Upon approval of the Administrator, a Right of Interment may be reclaimed by the District if:
  - a) The Right of Interment Holder would be at least 90 years of age;
  - b) A minimum period of 50 years has elapsed from the date of purchase;
  - c) A minimum 90 days has passed since Notice of Intent to Reclaim has been sent to the Right of Interment Holder;
  - d) The District has made diligent attempts to contact the Right of Interment Holder but is not able to locate or contact the Right of Interment Holder;
11. The Council reserves to itself the right to refuse to sell the use of more than two grave spaces to any one individual.

## **INTERMENT**

12. An Interment shall be made within the Cemetery once the person with control of the disposition (as defined by the CIFSA) has completed and duly signed and Interment Authorization Permit, Schedule B of this Bylaw, and paid all applicable fees.
13. Only human remains or cremated remains of a human body shall be interred and memorialized in the Cemetery.
14. Interments:
  - a) Shall only be performed within the Cemetery by the Caretaker or their designated alternate;
  - b) Shall only be conducted in predefined lots approved by the Administrative Authority; and
  - c) Shall be conducted with all reasonable care and attention.

15. The District, and the Caretaker or their alternates are not responsible for damage to any casket, urn, or other container sustained during an interment, exhumation or disinterment, except where damages is caused by gross negligence of the District and its Caretaker of their designated alternate.
16. Application for an Interment Authorization Permit shall be made at a minimum, forty-eight (48) business hours before the interment is to take place. The Administrator may schedule the Interment in a shorter time subject to full compliance with all other applicable provisions of this Bylaw.
17. The Interment of Cremated Remains is to be completed within ninety (90) days of all fees being paid. Rates may be subject to change if interment occurs beyond ninety (90) days.
18. The bodies of any persons who have died having any infectious disease, as defined in the Health Act R.S.B.C 1996, C.179, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Administrator with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Administrator shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Administrator and the Medical Health Officer's instructions must be carried out.
19. The following apply to all in-ground Interments:
  - a) A grave line or burial vault is required for each in-ground burial Interment.
  - b) All cremated remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator; a cremation vault is required for all in-ground cremation interments.
  - c) The Administrator may allow for the interment of up to one (1) full burial and two (2) cremated remains on any full-size Lot provided there is no objection to the interment of cremated remains by the Right of Interment Holder of the Lot, or where the Rights Holder is deceased, the next of kin, as defined in the CIFSA.
  - d) The Administrator may allow for the interment of up to eight (8) cremated remains on any full-size Lot provided there is no objection to the interment of cremated remains by the Right of Interment Holder of the Lot, or where the Rights Holder is deceased, the next of kin, as defined in the CIFSA.
20. No casket burial is permitted in a full-size Lot after cremated remains have been interred in that Lot. Cremated remains placed in a full-size burial Lot are not commingled.
21. Cremated remains placed in a columbarium must be enclosed in a sealed container or urn constructed of permanent, durable material approved by the Administrator.
22. Scattering of cremated remains is permanent and non-recoverable and is permitted only in designated locations and under the supervision of the Caretaker or their designated alternate.

23. Interments shall be performed within the following hours, or at other times approved by the Administrator:
- 9:00 a.m. to 3:00 p.m. Monday through Thursday  
9:00 a.m. to 12:00 p.m. Friday
- For burials to take place outside of these times during the week, extra fees will be charged and the burial must be approved by the Administrator.
24. The District of Kent may schedule Saturday, Sunday or Statutory Holiday interments subject to the payment of additional fees and the availability of the Caretaker or their designated alternate and the required equipment.
25. The person with Control of Disposition may be responsible for any late arrival fees if the human remains or cremated remains are delivered to the Cemetery outside of the above prescribed times, or beyond the time chosen by the family for their interment.
26. Families may request permission to witness the interment process at the Cemetery subject to the following criteria:
- a) A request must be communicated to the Cemetery Clerk when confirming the date and time;
  - b) The District will not be held liable for any injury to members of the public that are attending or witnessing an interment process;
  - c) All proceedings at the interment site shall be under the sole direction of the Caretaker or their alternate;
  - d) All WorkSafe BC regulations must be respected and adhered to, a distance from the working equipment will be required for the safety of the clients and the Caretaker or their designated alternate. Children will not be permitted to be at or near the working equipment.
27. Green Burials are **not** an option at Valley View Cemetery at this time.

## **EXHUMATIONS AND DISINTERMENTS**

28. Pursuant to Section 16 of the CIFSA a Cemetery must not exhume or disinter human remains or cremated remains until the following occurs:
- a) The Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
  - b) Approval of the Exhumation by the Administrative Authority is received by the Administrator;
  - c) The Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious disease or other disease dangerous to public health; and
  - d) Payment of the prescribed fee is received, or acceptable payment arrangement have been made with Administrator.



29. The District's responsibility with respect to Exhumation or Disinterment is limited to:
  - a) Excavation of sufficient quantities of soil to permit access to the human or cremated remains;
  - b) Removal of the intact burial containers; and
  - c) Closure of the Lot
30. 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 Lot or location.

## MEMORIAL MARKERS

31. Memorial markers will only be installed, removed or modified in the Cemetery when:
  - a) The Marker Placement Permit has been paid with the appropriate amount put towards the Care Fund as required in the CIFSA; and
  - b) All outstanding fees relating to the Lot, Interment and Marker Placement has been paid in full.
32. Memorial markers shall only be placed, installed or removed by the Caretaker or their designated alternate or other person as authorized by the Administrator. All memorials shall conform to the cemetery regulations as listed below and shall be constructed of granite, bronze or other materials of a permanent nature as approved by the Administrator.

A tablet type memorial may be installed on a grave in the cemetery provided the appropriate fees have been paid and conforms to the following:

1. One memorial tablet 31 cm x 51 cm (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 cm x 76 cm (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.
2. When one burial is completed, in the cremation section, one 21 cm x 28 cm (8" x 12") memorial tablet may be installed. When a double cremation burial is completed, in the cremation section, one 40 cm x 70 cm (16" x 28") memorial tablet may be installed.

When a full size plot is purchased, as a family cremation plot, up to 8 cremated remains may be buried. The maximum size memorial tablet would be 46 cm x 76 cm (18" x 30").

3. Each memorial tablet shall be installed in a horizontal position on the grave and shall be set on a concrete base by the Cemetery Caretaker or their designate. A granite base may be substituted for concrete, at the families' expense, and must be supplied by the family when the memorial marker is being placed. This substitution must be indicated when the proof is sent to the Administrator for approval.

The base shall be set level and flush with the surface of the surrounding ground and shall extend 10 cm (4") beyond each side of the memorial. Each memorial tablet will extend no more than 10 cm (4") above the ground.

4. Each bronze memorial tablet shall be attached to a concrete base not less than 10 cm (4") thick.
5. Vertical (upright) memorial markers may not exceed 45 cm (18") in height. The base of the vertical memorial shall not exceed the memorial tablet size as laid out in section 31 (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")
33. All memorial tablets shall be delivered to the District of Kent Public Works Yard and shall only be set by the Caretaker or their designated alternate.
34. All memorial companies are required to submit a proof for approval by the Administrator before the marker will be installed.
35. The District shall not be held liable for, or be obliged to repair, any breakage, damage to any memorial in the Cemetery, except as shall arise as the result of the gross negligence of the Caretaker or their designated alternate.
36. The Administrator may refuse to authorize an installation of a memorial if the person applying has failed to comply with the requirements of the Bylaw. The Administrator may reject memorials, despite the prior authorization, when the memorial does not comply with the specifications in the Bylaw, is not keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator.

## **FEES AND CHARGES**

37. The fees for use of lots, interments, disinterment, exhumations, installation of memorial markers, care of graves, and the charges for goods for sale by the District for use in the Cemetery and any other Cemetery fees shall be those set out in the Schedule of Fees and Charges for Cemetery Services attached to and forming part of District of Kent Fees and Charges Bylaw.
38. The fees set out in Schedule of Fees of Charges for Cemetery Services shall be paid at the District's offices at the time of purchasing a Right of Interment, Interment Permit or any goods or services sold by the District in connection with the operation of the cemetery.

39. A Care Fund for the future maintenance and care of the Cemetery and the lots therein is hereby established, set aside and maintained. All monies in the Care Fund will be held and invested as Trust funds by the District and in accordance with the CIFSA.
40. The Care Fund will be maintained with the District in an account to be designated as the "Care Fund". The Administrator and Director of Finance will be responsible for all deposits to such account and for ensuring that:
  - a) The account at all time complies with the provisions of CIFSA;
  - b) Any investment of monies the Care Fund is permitted under the CIFSA, the Local Government Act, the Community Charter and the Bylaw;
  - c) Any interest earned on the investments of the Care Fund shall only be used for maintenance and care of the Cemetery after all lots have been sold.
41. The principal sum of the Care Fund will not be reduced other than in accordance with an order of the Administrative Authority made pursuant to the CIFSA.
42. A separate account of all monies received under the provisions of this bylaw and of all monies expended shall be kept by the Director of Finance. Any surplus remaining shall be paid at the end of each financial year into a fund to be known as "The Cemetery Fund". These funds 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.

## **GENERAL**

43. Cut flowers, wreaths and floral offerings may be placed on graves but may be removed by the Caretaker, or their designated alternate, when their condition is considered by him to be detrimental to the beauty of the cemetery.
44. 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 District authorized to do so. The Cemetery Caretaker, or their designated alternate, is authorized to remove any of the above that they feel is or will become detrimental to the future use, or beauty, of the cemetery.
45. All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the cemetery, or any improvements in the cemetery.
46. 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 or their designated alternate.
47. No person shall solicit orders for markers, tablets, memorials, cappings, or like works within the limits of the cemetery.
48. Every person, including those in funeral processions, when entering and while within the Cemetery, shall obey the instructions of the Caretaker or their designated alternate. Any person not behaving with proper decorum within the cemetery, or who is disturbing the quiet and good order of the cemetery may be evicted by the Caretaker or their designated alternate.

49. No person shall discharge any firearm within the Cemetery, except at military funerals where the discharge of firearms is permitted only in regular volleys, under the command of the RCMP Office in Charge, and only during the conduct of the burial service.
50. 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.
51. A person convicted of an offence under this bylaw is liable to pay: a) a fine not exceeding the maximum identified in the Bylaw Notice Enforcement Bylaw; b) a fine not exceeding the maximum identified in the Municipal Ticket Information Bylaw; or c) a fine not exceeding \$10,000 for each offence; and d) Without limiting other remedies authorizes by law, a contravention of this bylaw may be dealt with by proceedings brought into the BC Supreme Court for an order to enforce, prevent, or restrain a contravention.
52. 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.
53. 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.
54. This bylaw may be cited for all purposes as the "Cemetery Bylaw No. 1664, 2021" and repeals "Cemetery Bylaw No. 1380, 2007" and any amendments thereto. This bylaw comes into effect on the date of adoption.

READ A FIRST TIME this 25<sup>th</sup> day of January, 2021.

READ A SECOND TIME this 25<sup>th</sup> day of January, 2021.

READ A THIRD TIME this 25<sup>th</sup> day of January, 2021.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 8<sup>th</sup> day of February, 2021.

**CERTIFIED CORRECT:**

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Sylvia Pranger, Mayor

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Wallace Mah, Chief Administrative Officer

**CERTIFIED A TRUE & CORRECT COPY**  
of "Cemetery Bylaw No. 1664" adopted  
on this 8<sup>th</sup> day of February, 2021.

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Clair Lee, Director of Corporate Services

SCHEDULE "A"



**Cemetery Services**  
 7170 Cheam Ave | Agassiz, BC | V0M 1A0  
 604-796-2235  
 info@kentbc.ca

RIGHT OF INTERMENT

Certificate #:

This agreement is made between the District of Kent, owner and operator of Valley View Cemetery, and the Rights Holder for the Right of Interment in

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

Site and Type: \_\_\_\_\_  
 Right of Interment: \$ \_\_\_\_\_  
 Care and Maintenance: \$ \_\_\_\_\_  
 GST: \$ \_\_\_\_\_  
 Total: \$ \_\_\_\_\_

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

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

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Initial

TERMS AND CONDITIONS OF A RIGHT OF INTERMENT

In accordance with the District of Kent Cemetery Bylaw 1664

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

- 1. Interment services (opening and closing of a lot at the time of need)
  - 2. Grave liners and/or Cremation vaults
  - 3. Memorial Marker Permits and related costs
- All of which will be assessed at the time of Interment in accordance with the fees and charges in effect under the Cemetery Bylaw 1664 and shall be paid at the District of Kent Municipal office at the time of need.

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

The Right of Interment for the reserved lot may be:

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

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

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

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

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

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

The operator may reclaim a Right of Interment previously sold:

- 1. With prior approval by the Director of BPCPA, an operator may sell a right of Interment for a lot that has been sold previously, only if:
  - (a) The owner of the right of Interment is at least 90 years of age or, if living, would be at least 90 years of age, date of birth at time of purchase: \_\_\_\_\_
  - (b) A period of at least 50 years has elapsed from the date the prior right of interment was sold.
  - (c) At least 90 days have passed since the date the operator sent a notice of the operators intention to resell the right of interment to the last known address of the interment right holder and the operator has not received from the interment right holder, and
- 2. If a right of interment for a lot is re-sold in the circumstances described in section (1), and the purchaser requires the use of the lot, the Cemetery must provide another right of interment of equal or greater value that is acceptable to the purchaser or personal representative of the purchaser.

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

\_\_\_\_\_  
Rights Holder (s) Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
District of Kent Authorization

\_\_\_\_\_  
Date

SCHEDULE "B"



Cemetery Services
7170 Cheam Ave | Agassiz, BC | V0M 1A0
604-796-2235
info@kentbc.ca

INTERMENT AUTHORIZATION PERMIT

Authorization #:

DECEASED INFORMATION

Deceased: \_\_\_\_\_

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_

Gender: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Place of Death: \_\_\_\_\_

INTERMENT INFORMATION

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

Time of Interment: \_\_\_\_\_

Cremation: \_\_\_\_\_

Interment Site: \_\_\_\_\_

Crematorium: \_\_\_\_\_

Funeral Home: \_\_\_\_\_

Telephone: \_\_\_\_\_

NEXT OF KIN

\_\_\_\_\_

Relationship to decedent: \_\_\_\_\_

AUTHORIZATION:

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

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

Signature of Authorized Person

Printed Name

Date

District of Kent Authorization

Date



THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts)

CONTROL OF DISPOSITION OF HUMAN REMAINS OR CREMATED REMAINS – Part 3 Section 5

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
  - (a) The personal representative named in the will of the deceased;
  - (b) The spouse of the deceased;
  - (c) An adult child of the deceased;
  - (d) An adult grandchild of the deceased;
  - (e) If the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
  - (f) A parent of the deceased;
  - (g) An adult sibling of the deceased;
  - (h) An adult nephew or niece of the deceased;
  - (i) An adult next of kin of the deceased, determined on the basis provided by sections x (x) of the Wills, Estate 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, Estate and Succession Act, the Public Guardian and Trustee;
  - (k) An adult person or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).
- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
- (3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority
  - (a) Is determined in accordance with an agreement between or among them, or
  - (b) In the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

DEFINITION OF SPOUSE

“Spouse” means a person who

- (a) Is married to another person
- (b) [Repealed 2011-25-320]
- (c) Has lived with another person in marriage-like relationship for a period of at least 2 years immediately before the other persons death;

WRITTEN AUTHORIZATION – Part 3 Section 8

3 An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless

- (a) The operator is authorized to do so under the Vital Statistics Act, and
- (b) The operator
  - (i) Is ordered to do so by a medical health officer under the Public Health Act, or
  - (ii) Has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

PROTECTION FROM LIABILITY – Section 9

If

- (a) There is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
  - (b) The person who signed an authorization provided under section 8 did not have the authority to give the directions set out in the authorization,
- The operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

## SCHEDULE "C"



**Cemetery Services**  
 7170 Cheam Ave | Agassiz, BC | V0M 1A0  
 604-796-2235  
 info@kentbc.ca

MARKER PLACEMENT PERMIT

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.

A granite base may be substituted as per section 31(2) of Bylaw No. 1664.

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: \_\_\_\_\_

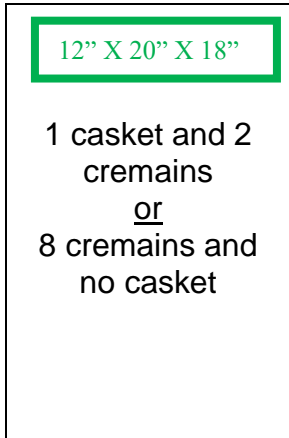
Bylaw  
1664.01

## Memorial Marker Placement

### Single Adult Plot

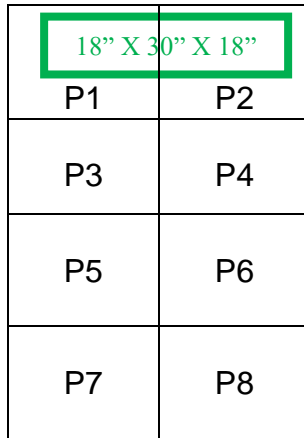
#### Adult Plot

May have one 12" x 20" x 18"H marker



#### Family Cremation Plot

May have one 18" x 30" x 18" marker only

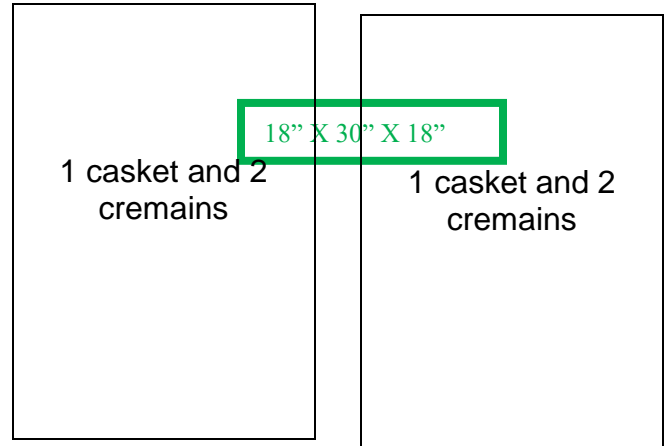


Standard Grave Plot: 5'W x 10'L  
Casket: 31"W x 87"L x 24"H

### Companion Plot (side-by-side)

#### Companion Plot

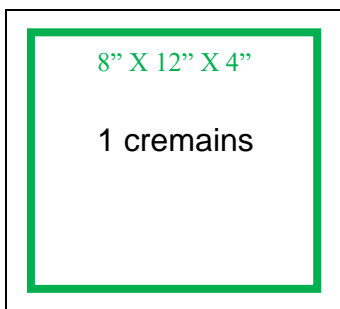
May have one 18" x 30" x 18" marker between the two graves



Standard Grave Plot: 5'W x 10'L  
Casket: 31"W x 87"L x 24"H

### Single Cremation Plot

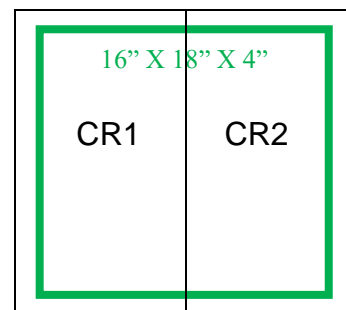
May have one 8" x 12" x 4" marker only.



Single cremation grave space: 2' X 2'  
Cremation Liner: 11.5"W X 11.5"L X 14"H

### Double Cremation Plot

May have one 16" x 18" x 4" marker only



Double cremation grave space: 2' X 2' x 2'  
Cremation Liner: 11.5"W X 11.5"L X 14"H  
x 2 plots