

DISTRICT OF FORT ST. JAMES

CEMETERY BYLAW

NO. 866, 2009

The Council of the District of Fort St. James enacts as follows:

ADMINISTRATIVE PROVISIONS

1. This Bylaw may be cited for all purposes as "Cemetery Bylaw No. 866, 2009".
2. "District of Fort St. James Cemetery Bylaw No. 592, 1995" as amended is repealed.
3. This bylaw includes:
 - a) Schedule "A": "Cemetery Layout";
 - b) Schedule "B": "Fees";
 - c) Schedule "C": "Fines".
4. If any section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by a decision of any court of competent jurisdiction, the invalid portion will be severed, without affecting the remainder of this bylaw.

DEFINITIONS

5. In this Bylaw:
 - a) "Act" means the Cremation, Interment and Funeral Services Act and the Cremation, Interment and Funeral Services Regulation;
 - b) "Authorized Person" means a person who is authorized under the Act to make arrangements for the disposition of human remains or cremated remains;
 - c) "Base" means a base made of concrete that is attached to the bottom of and forms part of a memorial that is of adequate dimensions and strength to resist tilting and permit the underlying soils to support the weight of the Base and memorial;
 - d) "Caretaker" means the person appointed or employed by the Municipality as caretaker of the Fort St. James Cemetery;
 - e) "Contract" means Interment Right Contract which must contain all of the information required under the Act;
 - f) "Contract Holder" means the person who has entered a Contract;
 - g) "Municipality" means the District of Fort St. James;
 - h) "Plot" means a space that is in a place of interment and used or intended to be used for the interment of human remains or cremated remains under a Contract;
 - i) "Subject" means the person who is named in a Contract as the person whose remains will or

have been interred in a Plot.

CEMETERY ESTABLISHED

6. The Council of the District of Fort St. James is authorized, subject to the *Act*, to operate a cemetery at the location legally described as Parcel B, Plan 6586, District Lot 3185, Range 5, Coast Range 5 Land District.

INTERMENT RIGHT CONTRACT

7. The *Municipality* may, pursuant to the *Act*, enter a *Contract* to grant interment rights to any person for any vacant and uncontracted *Plot*.
8. A person must not inter human remains or cremated remains in the cemetery until a *Contract* has been completed with the *Municipality* and the fees have been paid to the *Municipality*.
9. A person who requires an interment to be made must provide the *Municipality* with evidence that he or she is an *Authorized person*.

TRANSFER OF CONTRACT

10. If a person holding a *Contract* wishes to transfer their *Contract* to another person, they must provide the Corporate Officer with full particulars of the name, address, occupation or other description of the person to whom the transfer is to be made. Provision of this information will not bind the *Municipality* to permit the proposed transfer .
11. Upon receipt of the transfer fee prescribed in Schedule "B", and upon compliance with the requirements of this bylaw by the *Contract Holder* and the person to whom the license is to be transferred, the Corporate Officer will transfer the licence to that effect and record the transfer in the records.

RECLAMATION

12. The Corporate Officer may, pursuant to the *Act*, authorize the *Municipality* to repurchase a vacant *Plot* from a *Contract Holder* if:
 - a) the *Contract Holder* or *Subject* of a *Contract* requests in writing that the *Contract* be broken;
 - b) the *Subject* of a *Contract* has had their remains interred or disposed of elsewhere and an *authorized person* requests in writing that the *Contract* be broken;
 - c) If the *Municipality* requires the section of the cemetery that is subject to a *Contract* to be closed.
13. When a *Plot* is reclaimed, the *Municipality* will refund the amount paid for the *Plot* to the *Contract Holder* or to the estate of the *Subject*. Care fund contributions and GST will not be refunded.
14. The Corporate Officer may, pursuant to the *Act*, sell a right of interment for a plot where the right of interment for the lot has been sold previously.

INTERMENT

15. A person must not inter any body other than human remains or cremated remains in the cemetery.

16. A person other than the *Caretaker* or a person authorized by the *Caretaker* or the Corporate Officer must not dig or open a grave.
17. A non-decomposing grave liner must be used for each interment. Each grave liner used in the cemetery must be purchased from the *Municipality* or approved by the *Caretaker*.
18. A *Plot* that is designated for Interment of Human Remains may accommodate:
 - a) one interments of human remains; or
 - b) one interment of human remains and one or two interments of cremated remains, provided that the human remains are buried to a lower depth than the cremated remains, and that there is not less than 0.3 metres of earth between the lowest surface level of the ground at the *Plot* and the upper surface of the grave liner enclosing the human remains; or
 - c) a maximum of four interments of cremated remains.
19. A *Plot* that is designated for interment of cremated remains may accommodate one or two interments of cremated remains provided the first interment is buried to a lower depth than the second, and that there is not less than 0.3 metres of earth between the lowest surface level of the ground at the *Plot* and the upper surface of the grave liner enclosing the cremated remains.
20. A person must not exhume human remains or cremated remains interred in the cemetery unless they have first presented an order from the proper authority to the Corporate Officer for their examination and authorization.
21. An interment or exhumation that is scheduled for a Saturday or a Sunday or a statutory holiday, or for after 3:30 p.m. on a weekday, is subject to an additional fee prescribed in Schedule "B".
22. An interment that is required to be dug to a lower depth in order to accommodate multiple burials is subject to an additional fee as prescribed in Schedule "B".

CEMETERY CARETAKER

23. Council may authorize the appointment of a cemetery *Caretaker*. The duties of the *Caretaker* are as follows:
 - a) dig, prepare, open and close graves as ordered by the Corporate Officer;
 - b) direct funeral participants to the correct *Plot*;
 - c) install *Bases* and memorials on *Plots*;
 - d) maintain the cemetery in a neat and tidy condition, including maintenance of all cemetery improvements and memorials;
 - e) care for the cemetery's tools and equipment.

ADMINISTRATION

24. The duties of the Corporate Officer with respect to the cemetery are as follows:

- a) prepare and authorize *Contracts*;
 - b) prepare and authorize transfers of *Contracts*;
 - c) prepare and authorize reclamation of *Plots*;
 - d) collect all applicable fees pursuant to Schedule "B";
 - e) notify the *Caretaker* upon issuing any *Contract*, or upon viewing an order for exhumation before the time of the intended interment or exhumation, giving the name of the deceased, the number and location of the *Plot* concerned and any instructions regarding the interment or exhumation;
 - f) maintain the cemetery register pursuant to the *Act*;
 - g) maintain the cemetery care fund pursuant to the *Act*.
25. The cemetery register must contain for each *Contract*:
- a) The date that a *Plot* was reserved;
 - b) The name of the *Subject*;
 - c) The amount paid for the *Plot*;
 - d) The location of the *Plot*;
 - e) The name and address of the person who reserved the *Plot*;
 - f) The name and address of a person with a kinship relationship to the *Subject*;
 - g) The date of interment;
 - h) The amount paid for the interment.

CARE FUND

26. A cemetery care fund must be established and administered pursuant to the *Act*.
27. On all *Contracts* issued, the amount required to be used for care fund purposes must be specified.
28. From all *Contracts* issued the *Municipality* must pay into the cemetery care fund account the fee prescribed in Schedule "B".
29. From the installation fee for each Memorial installed, the *Municipality* must pay into the cemetery care fund account the fee specified in Schedule "B".
30. The income from the cemetery care fund, including any appreciation thereof, must be used for the sole purpose of upkeep and maintenance of the *Plots* and the cemetery of which it forms a part.
31. The principal sum of the cemetery care fund must not be reduced other than pursuant to an order made pursuant to the *Act*.

MEMORIALS

32. A memorial may be installed on a *Plot* in the cemetery provided the licensee has first paid for a

Base, memorial installation and applicable care fund contribution prescribed in Schedule "B".

33. One memorial only may be installed on each *Plot*.
34. Where two related *Subjects* are interred side by side in adjacent *Plots*, one memorial that provides for the memorialization of both *Subjects* may be used instead of two separate tablets, provided the single tablet is set to embrace evenly the two *Plots* concerned.
35. All memorials, whether tablet or upright, must:
 - a) be supplied by an *Authorized person*;
 - b) be installed pursuant to the *Act*;
 - c) be made of durable, weatherproof material, capable of resisting wear and decay, including but not limited to concrete, cast bronze or stone;
 - d) be placed entirely within the boundaries of the *Plot*;
 - e) contain only information that is pertinent to the *Subject*.
36. A tablet type memorial must:
 - a) have a top surface that measures no more than:
 - i) 30 cm x 50 cm for a human remains *Plot*;
 - ii) 20 cm x 28 cm for a cremated remains *Plot*;
 - b) be placed with the top of the Memorial flush with ground level.
37. A bronze memorial tablet must:
 - a) be seated to a *Base* purchased from the *Municipality* and installed by the *Caretaker* that is a minimum of 10 cm thick, with the side surfaces true and perpendicular with the top of the attached tablet;
 - b) have top surface dimensions no larger than the *Base* to which it is attached, leaving no more than 5 cm of *Base* exposed on any side.
38. A stone memorial tablet must:
 - a) be a minimum of 10 cm thick with the side surfaces true and perpendicular with its top surface;
 - b) have a smooth surface with slightly bevelled outer edges in order to shed water.
39. An upright memorial must:
 - a) must be seated to a *Base* that is purchased from the *Municipality* and installed by the *Caretaker*;
 - b) must not exceed 90 cm in height;
 - c) must not be placed so that it is closer than 15 cm to any side of the *Plot*;
 - d) must not be placed on a *Plot* designated for cremated remains.

40. Memorials must be placed at the top of the *Plot* as determined by the *Caretaker*.
41. Natural or artificial flowers, wreaths and other offerings may be placed on a *Plots*, but may be removed by the *Caretaker* when their condition is considered by him to be detrimental to the beauty of the cemetery.

GENERAL

42. The cemetery is laid out as shown in Schedule "A".
43. The cemetery is closed to the public between 10:00 p.m. and 6:00 a.m. each day.
44. Council may, by agreement with an organization, reserve a section of the cemetery to be used exclusively for the interment of remains of *Subjects* who were members of the organization. No remains will be interred in a section reserved under this subsection unless the application for a *Contract* is accompanied by a certificate from the organization stating that the *Subject* is entitled to Interment in the reserved section.
45. A person must not plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the cemetery, unless authorized by the *Caretaker* to do so.
46. A person must not damage or deface a memorial, fence, gate or structure or any improvement in the cemetery.
47. The *Caretaker* may order a person to leave the cemetery:
 - a) who is not behaving with proper decorum;
 - b) who is disturbing the quiet and good order of the cemetery.

PENALTY

48. A person who violates any of the provisions of this bylaw will, upon summary conviction, be liable to pay a penalty of not more than \$5,000.00, or to imprisonment for a term of not more than 6 (six) months or to both fine and imprisonment.

READ A FIRST, SECOND AND THIRD TIME THIS 25th DAY OF FEBRUARY, 2009.

ADOPTED THIS 11th DAY OF MARCH, 2009.


Sandra Harwood, Mayor


Nigel Black, CAO

Certified a true copy of "Cemetery Bylaw No. 866, 2009".


Nigel Black, CAO



SCHEDULE "B": FEES

Fort St. James Cemetery – Operated by District of Fort St. James
477 Stuart Drive West – PO Box 640 – Fort St. James, BC – V0J 1P0
Phone 250-996-8233 – Fax 250 996-2248

Rates effective March 12, 2009

GRAVE SPACE

Human Remains	\$300.00
Cremated Remains	\$175.00

MEMORIALS

Base for Memorial – Human Remains	\$150.00
Base for Memorial – Cremated Remains	\$100.00
Memorial Installation	\$130.00

OPENING & CLOSING GRAVE FOR BURIAL

Human Remains	\$400.00
Cremated Remains	\$150.00
Surcharge for after hours	\$200.00
Surcharge for Lower Depth – Human Remains:	\$100.00
Surcharge for Lower Depth – Cremated Remains	\$50.00

OPENING AND CLOSING FOR EXHUMATION

Human Remains	\$600.00
Cremated Remains	\$300.00
Surcharge for after hours	\$200.00

GRAVE LINERS

Human Remains Grave Liner	\$225.00
Cremated Remains Grave Liners	\$125.00

OTHER FEES

Reservation Fee	\$50.00
Transfer of Licence	\$50.00

CARE FUND

Human Remains	\$125.00
Cremated Remains	\$75.00
Memorial	\$60.00

All fees other than care fund contributions are subject to GST.

SCHEDULE "C": FINES

Section	Infraction	Penalty
8	Inter human remains or cremated remains without a <i>Contract</i>	\$1,000.00
14	Inter object other than human remains or cremated remains	\$1,000.00
16	Dig or open grave	\$500.00
20	Exhume human remains or cremated remains without authorization	\$1,000.00
45	Damage plants	\$200.00
46	Damage improvement or memorial	\$1,000.00