

CITY OF WEST KELOWNA

WEST KELOWNA CEMETERY BYLAW NO. 0318 - 2025

A Bylaw to provide for the regulation, management, operation, and maintenance of the
City of West Kelowna Cemeteries.

WHEREAS the *Community Charter* SBC 2003, s. 8, as amended from time to time, provides that a municipality has the fundamental powers to regulate, prohibit and impose requirements in relations to cemeteries, crematoriums, columbarium and mausoleums and the interment or other disposition of the dead by bylaw;

AND WHEREAS the Council of the City of West Kelowna wishes to enact a bylaw to regulate, prohibit and impose requirements respecting the regulation, management, operation, and maintenance of the City of West Kelowna Cemeteries;

NOW THEREFORE, the Council of the City of West Kelowna, in open meeting assembled, hereby enacts as follows:

1.0 CITATION

- 1.1 This Bylaw may be cited for all purposes as “WEST KELOWNA CEMETERY BYLAW NO. 0318.”

2.0 INTERPRETATION

- 2.1 Enactments: Any enactment referred to in this Bylaw is a reference to an enactment of British Columbia or Canada and regulations thereto, as amended, or repealed and replaced from time to time.
- 2.2 Bylaws: Any bylaw referred to in this Bylaw is a reference to an enactment of the Council of the City of West Kelowna, as amended, or repealed and replaced from time to time.
- 2.3 Severability: If any part, section, or phrase of this Bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.
- 2.4 Schedules: *Schedule ‘A’: Cemetery Fees* as attached to and forming a part of this Bylaw.

3.0 DEFINITIONS

- 3.1 Defined Terms: In this Bylaw terms defined in the “*Cremation, Interment, and Funeral Services Act (SBC 2004) C.35*” and the “*Business Practices and Consumer Protection Authority Act (SBC 2004) C.2*” and all regulations made thereto, as amended, shall have the meaning ascribed to them unless expressly defined otherwise in this Bylaw.
- 3.2 Definitions: In this Bylaw, unless the context otherwise requires.
- “Adult” means a person 13 years of age or older.
- “Applicant” means a person who has applied to the City for a Right of Interment, an Interment, or a memorial Installation.
- “At-Need” means at the time of a death or after a death has occurred.

"Turf Lot Cover" means an artificial grass cover placed over a Lot after Interment - Permitted in Blocks H, I, J, K, & O only.

"Burial Permit" means a legal document issued by the Vital Statistics Agency in the Province of B.C. acknowledging the registration of a death and required for an Interment or Cremation in B.C.

"Business Day" means every day of a year that is not a Saturday, a Sunday, a Day of Observance, or a Holiday observed by the City.

"Capital Reserve Account" means the *Capital and Major Maintenance Reserve Account* established by the City.

"Care Fund" means the *Cemetery Perpetual Care Fund* established in accordance with the *Cemetery Act* for the care and maintenance of the Cemetery.

"Cemetery" mean, together or separately.

- a) The Westbank Cemetery, legally described as being Lot 45, Plan 761, District Lot 805, ODYD, and, at the civic address of 3200 Elliot Road, West Kelowna, B.C. and / or
- b) any other real property established, owned, operated, and maintained as a Place of Interment ('Cemetery') by the city.

"Cemetery Act" means separately, or together, the *Cremation Interment and Funeral Services Act (SBC 2004) C.35*, and the *Business practices and Consumer Protection Act (SBC2004) C.2*, and all regulations made thereto.

"Child" means a person up to and including 12 years of age.

"City" means the City of West Kelowna.

"Co-Mingled" means the intentional, or unintentional, mixing of the Cremated Remains of more than 1 person.

"Council" means the Municipal Council of the City.

"Cremated Remains" means the remains resulting from cremation of a deceased human body.

"Curb & Seal" means a fabricated concrete slab, purchased from the City, to be placed on top of a lot after Interment.

"Disinterment" (may also include "Exhumation") means the opening of an Interment site for the purposes of exposing and/or removing and relocating the interred remains from the Interment Lot.

"Director" means a person, or their designate, responsible for Cemetery services in the City.

"Family Member" means, and for Cemetery purposes is limited to, a parent or stepparent, a grandparent or step-grandparent, a sibling, a spouse, a child, or a grandchild.

"Grave Liner" means a receptacle with, or without, a lid, constructed of a durable material, that may or may not have a bottom, into which a burial container holding Human Remains or an urn holding Cremated Remains is placed to provide reinforcement of a Lot as part of an Interment.

"Green Burial" (or "Natural Burial") means a form of environmentally sustainable Interment that meets specific criteria set out in this Bylaw.

“Legal Representative” means a person who, or an agency that, by order of priority set out in *Section 5* of the *Cemetery Act*, has the right to control the disposition of the Human Remains or Cremated Remains of a deceased person.

“Lot” means a designated space in the Cemetery, set out in a Right of Interment, to be used for,

- (a) the Interment of human remains or Cremated Remains.
- (b) the installation of a memorial to identify a Lot or memorialize a deceased person or stillborn child, and
- (c) includes but is not limited to a Plot, grave, crypt, or Niche.

“Memorial Permit” means a document, in a form prescribed by the City, used to approve and authorize a memorial for installation at the Cemetery.

“Medical Health Officer” means a person, or their delegate, appointed under the *Health Act*, *RSBC 1996 C. 179* to act as a Medical Health Officer in the Province of B.C.

“Niche” means each individual compartment to be used for the interment of cremated remains in a columbarium.

“Non-Resident” means a person who has not owned or resided within the City boundaries in the 12 months immediately preceding application to purchase of a Right of Interment.

“Operator” means a person, or their delegate, authorized or employed as such by the City.

“Ossuary” means a receptacle, usually located below ground, for the placement of nonrecoverable, co-mingled remains.

“Pillow” means a concrete base supplied by the City, or a granite base supplied by a memorial supplier, used for the foundation and placement of memorial markers.

“Plot” means a space 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.

“Plot Apron” means a concrete strip, installed by the City, at the head of all burial lots within Section AB – CC for the foundation and placement of memorial markers.

“Resident” means a person who resides, or has resided, or has owned residential property within the City for not less than 12 months immediately preceding application to purchase of a Right of Interment.

“Right of Interment” means a right for the interment of human remains or Cremated Remains, in a Plot.

“Rights Holder” means a person that has purchased, or by assignment or permitted transfer, holds a Right of Interment in the Cemetery.

“Scattering” means the irreversible dispersal of Cremated Remains in a defined area or feature within the Cemetery where such dispersal may result in co-mingling with previously scattered Cremated Remains in the scattering location.

“Scatter Garden” means a designated area for the non-recoverable, co-mingled, dispersal of Cremated Remains.

“Treasurer” means a person, or their delegate, appointed by the City to manage the administration of the City’s finances.

“Urn” means a container used or intended to be used for the containment of Cremated Remains.

4.0 CEMETERY ESTABLISHMENT & ADMINISTRATION

4.1 Cemetery Establishment: A Cemetery established, owned, operated, and maintained by the City, is dedicated solely for use as a Cemetery, shall continue to be operated and maintained as a Cemetery.

4.2 Ownership: The City shall have and retain full ownership over the land, buildings, plantings, roads, utilities, books, and records of the Cemetery, and as they deem necessary, subject to compliance with the *Cemetery Act*, shall have the right to:

- (a) manage, maintain, or alter the Interment areas, roads, pathways, buildings, and infrastructure of the Cemetery, and
- (b) change or remove plantings, move, relocate, or remove memorials, grade, alter in shape or size, or otherwise change all or any part of the Cemetery.

4.3 Right of Passage: To ensure operation and maintenance of the Cemetery can be performed in a safe, efficient, and timely manner the City has a right of passage, at all times and in any manner, it deems necessary, over every Lot and all the land of the Cemetery.

4.4 Correction of Errors: The City, at its cost and in a timely manner, shall have the authority to correct any error that may be made by it:

- (a) in making an Interment, Disinterment or in the description of a Lot or the transfer or conveyance of a Right of Interment; and
- (b) grant in lieu thereof, a Right of Interment or Lot of equal value and location as far as is possible.
- (c) in the instance an error may involve an Interment or Disinterment of Human Remains the City shall correct the error in compliance with and under such terms as may be set out in the *Cemetery Act*.

4.5 Director’s Responsibilities: The Director shall be appointed by the City and shall be responsible for the administration, interpretation, and enforcement of this Bylaw, and in this capacity shall:

- (a) ensure all records and information for the management, administration, operation, and maintenance of the Cemetery are collected and retained as required under the *Cemetery Act*.
- (b) ensure all Rights of Interment, permits and contracts are issued and recorded as required and in compliance with the *Cemetery Act* and this Bylaw.
- (c) designate, as needed, other City employees to perform administrative and operational tasks and actions in support of the Cemetery and the provision of service therein.

5.0 RIGHT OF INTERMENT

5.1 Right of Interment Purchase: The Director, subject to payment of an established fee set out in *Schedule ‘A’: Cemetery Fees* of this Bylaw, may grant to an Applicant a Right of

Interment for a vacant Lot in the Cemetery on an at-need or a reserve basis, which sets out the rights of Lot use attributed to the purchaser.

5.2 Right of Interment Ownership: Ownership of a Right of Interment,

- (a) confers to a Rights Holder a right to use a Lot within the Cemetery.
- (b) does not confer to a Rights Holder any title to, ownership of, or interest in the land of the Cemetery, or of a Lot therein, or any other special privilege over the land of the Cemetery; and
- (c) does not entitle a Rights Holder to require the City to perform an Interment until the Rights Holder complies in all other respects with this Bylaw, as it relates to the interment of human remains or Cremated Remains.

5.3 Right of Interment Purchase Limit: No individual, without prior consent and agreement of the Director, may purchase the Right of Interment for more than 1 Lot in the Cemetery, where such consent and agreement may, at the Director's discretion, be withheld.

5.4 Lot Types, Sizes & Capacity: Rights of Interment for the following Lot types can be purchased from the City:

- (a) **Standard Casket Lot:** 5' x 10' (1.52 m x 3.04 m), limited to the interment of two human remains and not more than six Cremated Remains of Family Members, or 8 Cremated Remains only.
- (b) **Green Burial Lot:** 5' x 10' (1.52 m x 3.04 m), limited to the interment of two human remains and not more than six Cremated Remains of Family Members, or eith Cremated Remains only.
- (c) **Child Lot:** 3' x 5' (0.91 m x 1.52 m), limited to the Interment of the Human Remains of one child and not more than two Cremated Remains of Family Members, or three Cremated Remains only.
- (d) **Standard Cremation Lot:** 2' x 2' (0.61 m x 0.61 m), limited to the interment of two Cremated Remains only.
- (e) **Green Burial Cremation Lot:** 2' x 2' (0.61 m x 0.61 m), limited to the interment of one Cremated Remains only.
- (f) **Columbarium Niche Lot:** 11" W x 11" W x 13" D (0.28 m W x 0.28 m H X .33 m D), limited to the Interment of 2 Cremated Remains.
- (g) **Mausoleum Crypt Lot:** 31.8" W x 92" D x 25.9" H (0.8 m W x 2.3 m D x .65 m H), limited to the entombment of one Human Remains only.
- (h) **Family Estate Lot:** 24" W x 14.5" D x 12" H (0.6 m W x 0.37 m D x 0.30 m H), limited to the Interment of not more than 6 Cremated Remains.

5.5 Pre-Need Rights of Interment Reservation Suspension: Subject to at-need Lot demand, the Director may, if deemed necessary, limit or suspend the pre-need reservation of Rights of interment in the Cemetery.

5.6 Assignment or a Right of Interment: An applicant to purchase a Right of Interment shall, at the time of purchase reserve the right to use the Lot they are purchasing for them-self or assign the right of use and control of the Lot to a Family Member of their choosing.

5.7 Inheritance of a Right of Interment: In the instance evidence of a clear line of transfer for a Right of Interment that survives an original Rights Holder is not provided by a Legal Representative of the original Rights Holder the City shall have the authority to:

- (a) determine a process, and in a form prescribed by the City, the person or persons who may exercise a surviving Right of Interment and under what terms and conditions a surviving Right of Interment may be exercised; or
- (b) where a clear and distinct right of transfer or succession cannot be demonstrated or ascertained, prohibit the use of any surviving Interment rights in a Lot.

5.8 Transfer of a Right of Interment to a Family Member: Subject to the approval of the Director, the transfer of a Right of Interment for an unused Lot may be made subject to the following conditions:

- (a) no transfer of a Right of Interment shall be binding on the City until a duly executed transfer application has been submitted in writing to the Director specifying the name, address, or other description of the proposed transferee, who shall be and is limited to a Family Member as defined in this Bylaw and where such particulars are recorded in a Cemetery register to be kept for that purpose; and
- (b) a transfer records fee has been paid as set out in Schedule "A": Cemetery Fees of this Bylaw; and
- (c) the Director has amended the Cemetery records, accordingly, identifying the new Rights Holder.

5.9 Surrender / Cancellation of a Right of Interment: A Right of Interment for an unused Lot in the Cemetery may only be surrendered back to the City, and said transfer shall be made under the following terms:

- (a) the original Rights Holder or their Legal Representative provides written application to the City stating their intent to surrender the Right of Interment, and the notice must be forwarded to the City by a method that will allow proof proper notice was made, such as registered mail, email, or personal delivery.
- (b) there are no interments in, and no memorials installed on the Lot being surrendered.
- (c) where the application to surrender the is made within 30 days of the original purchase date then 100% of the fees paid shall be refunded; or
- (d) where the application to surrender the Right of Interment for an unused Lot is made 31 days or later after the original purchase date then 100% of the fees paid LESS the Care Fund contribution made and LESS the Administration Fee set out in Schedule 'A': Cemetery Fees shall be refunded.
- (e) where any customized goods have been pre-ordered and because of some unique characteristic, personalization or extraordinary cost, or the goods cannot be used in the ordinary course of business, the City may also deduct the itemized cost of those goods from the Right of Interment and the cost of those goods may be retained out of any money paid for the purposes of a Right of Interment surrender.

5.10 Reclamation of Unused Lots: Subject to compliance with *Section 25* of the *Cemetery Act*, and upon prior approval of a Director of Consumer Protection BC, the City may reclaim

and resell a Right of Interment for a Lot where the Right of Interment for the Lot was previously sold.

- 5.11 Replacement of Reclaimed Lot: In the instance an unused Lot has been reclaimed and resold, and the original Right of Interment is subsequently required for use, the City shall provide without charge another Right of Interment of equal or greater value from the available Lots in the Cemetery.
- 5.12 Exclusive Agreements Prohibited: The City shall not enter into any agreement with a society, church, or other organization to reserve a section or any portion of the Cemetery to be used exclusively for the Interment of deceased members of the society, church, or other organization.
- 5.13 Addition of New Rights of Interment: The City shall have the authority to establish Rights of Interment for Lots in the Cemetery that may have the same classification as the Lots described herein or may also have a different classification, interment capacity, interment rules and memorial criteria specific to their design and location in the Cemetery.

6.0 INTERMENT – GENERAL REQUIREMENTS

- 6.1 Permitted Interment: Only human remains or Cremated Remains may be interred in the Cemetery.
- 6.2 Interment Standards: The interment of human remains or Cremated Remains or the scattering of Cremated Remains in the Cemetery shall be conducted in a manner consistent with the *Cemetery Act*, this Bylaw, the dignity of adjacent Lots, the Cemetery and general community standards.
- 6.3 Interment Arrangement: Lot purchases, Interment arrangements and payment for all other Cemetery services shall be coordinated through the City.
- 6.4 Advance Notice: Advance notice of an interment is required. The notice, documents and fees for an interment shall be delivered to the City, where the notice shall be:
- (a) for an interment on a regular business day of the City, not less than 72 hours (3 business days) of the City, prior to the scheduled Interment.
 - (b) for a Saturday interment, not less than 96 hours (4 business days) of the City.
 - (c) for an interment after regular hours or on a day when the Cemetery is closed, subject to the Director's approval and the availability of staff.
- 6.5 Interment Application: No interment, Disinterment, exhumation, scattering or any other form of disposition of human remains or Cremated Remains at the Cemetery shall be permitted until:
- (a) the Legal Representative of a deceased makes application for, and completes and signs an interment authorization, in a form prescribed by the City; and
 - (b) all fees payable to the City for a Lot, the interment, and for any other service or product supplied by the City to facilitate the interment, are paid in full to the City, as set out in Schedule 'A': Cemetery Fees of this Bylaw; and
 - (c) for human remains, a B.C. Burial Permit has been surrendered to the City; or

- (d) for Cremated Remains, a Certificate of Cremation has been surrendered to the City.
 - (e) where a death has occurred in a jurisdiction other than the province of B.C., a legal registration of death document for the interment, deemed acceptable by the City, has been surrendered to the City.
- 6.6 Interment Delay: Prior to accepting custody of remains at a Lot the City shall not be liable for any delay in an interment service and, after accepting custody, shall not be liable for any delay in an interment arising from circumstances outside of the City's control.
- 6.7 Interment Suspension: The Director shall have the authority to suspend or cancel interment services at, and limit or prohibit public access to the Cemetery where severe weather, road or grounds conditions or other extraordinary circumstance may warrant or pose a hazard to the public, City personnel or their agents.
- 6.8 City Responsibility & Supervision: Every interment service in the Cemetery shall be conducted by or performed under the supervision of the City and only the City shall excavate, open, or close a Lot in the Cemetery.
- 6.9 Interment Participation: Under special circumstances, the Director at their discretion, may authorize the limited participation of interment attendees in the initial filling of an interment Lot, subject to the following criteria:
- (a) the request to participate in an interment is communicated to the City as part of the advance notice of interment; and
 - (b) all proceedings at the interment site shall be under the direction of the City and those participating shall follow all instructions given by the City; and
 - (c) persons participating in the Interment process will be permitted to place not more than 10 shovel loads of soil into the open Lot; and
 - (d) after 10 shovel loads of soil have been deposited in the open Lot, all persons other than City staff, shall leave the Interment area, and no persons shall interfere or impede with the remainder of the interment process, and
 - (e) the time and staff required to accommodate attendee participation in an interment service may be subject to payment of an additional fee, as set out in *Schedule 'A': Cemetery Fees* of this Bylaw.
- 6.10 Grave Liner Optional: The use of a grave liner for Human or Cremated Remains Interment is permitted on an optional basis. Grave liners proposed for use shall meet in, every way, any standard established by the City for grave liners. Only the City shall install a grave liner into a Lot or, the City may require the supplier of a liner to install the liner under the direct supervision of the City and, any installation of a Grave Liner is to be made at the supplier's expense and at a day and time of the City's choosing. The supply and installation of a grave liner shall be subject to a fee set out in *Schedule 'A': Cemetery Fees* of this Bylaw and the fee shall be paid in full to the City prior to the delivery of the grave liner to a City cemetery or the installation of the grave liner into a Lot at City cemetery.
- 6.11 Interment / Disinterment Limited Liability: The City shall exercise due care and attention in making an Interment or Disinterment but shall not be liable for any emotional, psychological or physical injury that may occur to a living person or injury to human remains or Cremated Remains, or damage to a container, urn or other form of burial container sustained as part of an interment or Disinterment except where such injury or damage is caused by the negligence of the City.

7.0 INTERMENT – HUMAN REMAINS

7.1 Interment Times - Human Remains: Upon provision of proper application, notice and authorization, Human Remains Interment services may occur:

- (a) Monday through Friday, between 8:00 a.m. and 1:00 p.m.
- (b) at a set time arranged with the City, and the interment service must conclude within one hour of the arranged time.
- (c) on a Saturday, between 8:00 a.m. and 1:00 p.m. subject to the approval of the Director, and payment of an overtime fee set out in *Schedule 'A': Cemetery Fees* of this Bylaw, and the availability of staff.
- (d) where any interment service runs more than one hour past the established interment time, on any day, is automatically subject to Interment Extension fees for every hour.
- (e) no interments are permitted on a Sunday, Day of Observance or Holiday observed by the City, unless otherwise approved by the Director.

7.2 Interment Depth - Human Remains: Every in-ground interment of human remains in the Cemetery shall be made in a Lot, which when filled and closed, provides not less than 3 ft. (0.9 m) of earth between the finished surface level of the Lot and the upper surface of the casket, container, grave liner or human remains resting in the Lot.

7.3 Interment Containers - Human Remains: For interment in the Cemetery, human remains for interment shall for a:

- (a) Standard Interment Lot: be enclosed in a casket or container that complies with the *Cemetery Act* and, the casket or container shall not exceed 25" (0.6 m) H x 89" (2.2 m) L x 35" (0.9 m) W, and in any instance shall never exceed the size of the intended interment Lot.
- (b) Green Burial Lot: be enclosed, clothed, wrapped, or shrouded in a shroud, casket or container that complies in every way with section 9.2 of this Bylaw.
- (c) Mausoleum Crypt Lot: be embalmed, or if not embalmed, shall be enclosed in a hermetically sealed casket or container that is approved by the Director and that fits within the space of the crypt.

7.4 Double-Depth Interment – Human Remains: For Lots where a double-depth interment of human remains is permitted and anticipated to be made, then:

- (a) without exception, the 1st interment of human remains in the Lot shall be made at the lowest interment depth, with sufficient depth to permit a 2nd interment of human remains.
- (b) the 2nd interment of human remains shall be made at a depth sufficient to permit the secondary interment of Cremated Remains over the human remains.
- (c) each of the two interments in the Lot grave shall comply with the requirements of Section 7.2 of this Bylaw.

7.5 Medical Health Order – Human Remains: Where a Medical Health Officer directs an interment of human remains, the City shall be obligated to accommodate the interment as and when so ordered, and subject to:

- (a) as much advance notice as is possible shall be provided to the City prior to the interment; and
- (b) the Medical Health Officer providing full details and information about the deceased, the reason for the Medical Health Order, and such other information as the City deems necessary to facilitate the interment; and
- (c) instructions with respect to the procedures to be followed for the interment shall be provided to the City by the Medical Health Officer in advance of the interment, to protect the health and safety of all persons who may come into contact with the casket or container bearing the human remains; and
- (d) the Director shall convey the instructions of the Medical Health Officer to every City employee participating in the interment; and
- (e) the Director shall ensure the instructions of the Medical Health Officer are followed throughout the course of the interment.

8.0 INTERMENT – CREMATED REMAINS

8.1 Interment Times – Cremated Remains: Upon provision of proper application, notice and authorization, Cremated Remains interment services may occur:

- (a) Monday through Friday, between 8:00 a.m. and 1:30 p.m.
- (b) at a set time arranged with the City, and the interment service must conclude within one hour of the arranged time.
- (c) on a Saturday, between 8:00 a.m. and 1:00 p.m. subject to the approval of the Director, and payment of an overtime fee set out in *Schedule 'A': Cemetery Fees* of this Bylaw, and the availability of staff.
- (d) where any interment service runs more than one hour past the established Interment time, on any day, is automatically subject to overtime fees for every hour.
- (e) no interments will be permitted on a Sunday, Day of Observance or Holiday observed by the City, unless approved by the Director.

8.2 Interment Depth – Cremated Remains: Every in-ground interment of Cremated Remains interment in the Cemetery shall be made in a Lot, which when filled and closed, provides not less than 1 ft. (30 cm) of earth between the finished surface level of the Lot and the upper surface of the urn, container, vault, grave liner or Cremated Remains resting in the Lot.

8.3 Interment Containers - Cremated Remains: For interment in the Cemetery, Cremated Remains shall for a:

- (a) Standard In-Ground Lot or Niche: be enclosed in an urn manufactured for the express purpose of containing Cremated Remains, constructed of wood, engineered wood, metal, stone, plastic, porcelain, or other material approved by the Director, and no urn or combination of two urns shall exceed 14" (35.5 cm) H x 12" (30.4 cm) L x 12" (30.4 cm) W.
- (b) Green Burial Lot: be enclosed in an urn or container that, is designed to decompose once interred in the ground, is made of a fully biodegradable material, which may include recycled, unbleached paper or cardboard, shall not have any interior plastic, metal or other form of liner, container,

or bag, and is approved, prior to a scheduled interment, for use by the Director.

- 8.4 City Supervision: Only a person under the supervision of City personnel, is authorized to place Cremated Remains into an in-ground Lot or a niche Lot.
- 8.5 Scattering Limited: Cremated Remains may only be scattered in areas or features specifically designated for scattering by the City, in the Cemetery.
- 8.6 Non-Recoverable: Cremated Remains scattered at the Cemetery are considered, from the moment of scattering, non-recoverable.
- 8.7 Ossuary Scattering: Scattering of Cremated Remains in the Cemetery's Ossuary feature is subject to the following criteria:
- (a) Cremated Remains placed in the Ossuary will be co-mingled with the cremated remains of previous placements; and
 - (b) Cremated Remains placed in the Ossuary are permanently non-recoverable from the moment of placement; and
 - (c) placement of urns or other containers in the Ossuary is not permitted.
 - (d) placement of the Cremated Remains may be performed by the attending family representative, funeral provider, or Cemetery operators.
 - (e) use of the Ossuary can only be done under the supervision of the City.
- 8.7 Scattering at Plantings: The Director may permit, upon application, the scattering of a small portion of Cremated Remains at the base of some ornamental plantings in the Cemetery, with the majority of the Cremated Remains placed in the Ossuary.

9.0 INTERMENT - GREEN BURIAL

- 9.1 Lot Designation: The City shall have the right to designate Lots and areas within Cemetery where the Green Burial of Human Remains, and Cremated Remains may be accommodated.
- 9.2 Green Burial Lots: Rights of Interment for Green Burial Lots may be purchased where such Lots will be used for the interment of the human remains of two persons and the secondary Interment of the Cremated Remains of not more than two persons, or where no interment of human remains is intended, the interment of the Cremated Remains of not more than eight persons.
- 9.3 No-Embalming: Human Remains proposed for Green Burial interment shall be:
- (a) in a natural state and shall not be embalmed; and
 - (b) clothed or wrapped in natural and fully biodegradable fibers or material; and
 - (c) fully enclosed, clothed, wrapped, shrouded in a shroud, in a casket or alternative container with a rigid base that permits the dignified transport and safe handling of the human remains.
- 9.4 Green Burial Caskets / Containers: A shroud, casket or alternative container proposed for Green Burial shall:
- (a) comply with any provisions for caskets or containers set out in the *Cemetery Act*; and

- (b) be approved for use by the City prior to a scheduled Green Burial service; and
- (c) be primarily constructed of fully biodegradable and environmentally sustainable materials; and
- (d) have interior finishing fabricated of fully biodegradable and environmentally sustainable materials and natural fiber; and
- (e) have, as a function of their design, a safe and secure means with which to facilitate the dignified transfer of the human remains enclosed to the interment site and lowered into the excavated Lot; and
- (f) except for minimally necessary structural hinges, nails, and screws, not have any extraneous part, fixture or decoration attached that is made of plastic, metal, or other non-biodegradable material; and
- (g) not have a high gloss or polish finish achieved through the application of any synthetic or environmentally hazardous, toxic, or non-biodegradable chemical or agent; and
- (h) not have been constructed with the use of synthetic or environmentally hazardous, toxic, or non-biodegradable glue, epoxy, or other form of bonding agent; and
- (i) not have any interior liner, shroud, bag, or other lining that is fabricated from nonbiodegradable materials; and
- (j) not have any non-biodegradable personal items, mementos or articles placed inside the space occupied by the human remains.

9.5 Prohibited Materials: Shrouds, caskets or alternative containers that are constructed from fibreboard, particle board, plywood, non-sustainable or exotic wood, metal, bleached or non-recycled cardboard or other form of non-sustainable, non-biodegradable or artificial material are prohibited from interment in a Green Burial lot.

9.6 Container Approval: The City shall have the right to approve, or to refuse to accept for Green Burial, any shroud, casket, or alternative container proposed for interment in a Green Burial Lot.

9.7 Interment Depth: Interment of human remains in a Green Burial Lot shall be made at a depth deemed sufficient to achieve the effective, natural decomposition of the human remains interred and be of sufficient depth to ensure the interred human remains will not be disturbed by wildlife.

9.8 Grave Liner Prohibited: No form of exterior grave box, grave liner, or protective vault is permitted in a Green Burial Lot.

9.9 Applicant Responsibility: It is the responsibility of the Legal Representative of a deceased person being interred in a Green Burial Lot to:

- (a) ensure a shroud, casket or alternative container proposed for interment in a natural burial lot is a City approved container; and
- (b) arrange for the dignified transfer of the human remains to the gravesite.

9.10 Lot Use Restricted: Where a Right of Interment has been purchased for a Green Burial Lot, the secondary disposition of Cremated Remains in the Lot shall not be made until all the permitted interment(s) of human remains have been made in the Lot.

- 9.11 Right of Passage: The City shall have the right to utilize such equipment, including motorized equipment, to open and close a Green Burial Lot as it deems operationally efficient and necessary to protect the safety of all City personnel, and any person participating in and attending the Interment service and to permit for the safe and dignified Interment of the Human Remains into the lot, and shall make every reasonable effort to replace soil in a grave occupied by human remains in as sensitive a manner as is practical.
- 9.12 Limited Warranty: The City makes no warranty to protection nor bears any liability for the aesthetic, structural or physical impact made to a casket or alternative container and the enclosed human remains that may arise from the replacement of gravesite soil into a Green Burial Lot.
- 9.13 Non-Recoverability: Human remains and Cremated Remains interred in a Green Burial Lot shall be considered non-recoverable from the date of interment and the City shall not be obligated to accommodate the discretionary request for any Disinterment from a Green Burial Lot.

10.0 DISINTERMENT (EXHUMATION)

- 10.1 Compliance: Every Disinterment of human remains, or Cremated Remains, shall be conducted in compliance with the *Cemetery Act*, this Bylaw, and in a manner consistent with the dignity of adjacent Lots, the City and general community standards.
- 10.2 Proof of Authority: An applicant requesting a discretionary Disinterment of human remains or Cremated Remains from a Lot shall provide to the City, at their expense and in a form prescribed by the City:
- (a) such proof as the City may request, up to and including sworn affidavits, to establish their identity and their legal right to authorize the Disinterment; and
 - (b) a reason, satisfactory to the City, for the Disinterment; and
 - (c) the City shall have the right to require the applicant, at their expense, to obtain a court order that compels the City to make the Disinterment requested.
- 10.3 Application for Disinterment: No Disinterment shall be allowed until:
- (a) the Legal Representative of the deceased to be disinterred applied, completed, and signed with the City a Disinterment authorization, in a form prescribed by the City; and
 - (b) all fees payable to the City for the Disinterment are paid in full to the City, where the fees for Disinterment are those set out in *Schedule 'A': Cemetery Fees* of this Bylaw; and
 - (c) a Disinterment permit, as may be required under the *Cemetery Act*, issued by a Consumer Protection BC, has been delivered to the City; and
 - (d) a copy of a transport permit, as may be required under the *Cemetery Act*, issued by Consumer Protection BC, has been provided to the City.
- 10.4 Limited Attendance: Except when ordered by a Court of competent jurisdiction or a Medical Health Officer, no person other than employees or authorized agents of the City along with a duly contracted funeral director shall be permitted to be present at the Disinterment of human remains or Cremated Remains in the Cemetery.

- 10.5 Disinterment Timing: A Disinterment in the Cemetery shall, without exception, be performed on a day and at a time of the City's choosing.
- 10.6 City Responsibility: The City's responsibility in a Disinterment is limited to:
- (a) the excavation of soil from a Lot to permit access to the human or Cremated Remains buried in the Lot.
 - (b) the opening of a sealed niche to permit access to the Cremated Remains interred in a niche.
 - (c) the removal of intact burial liners.
 - (d) the closure of the Lot when the Disinterment is complete.
- 10.7 Staff Limited: No employee of the City shall be compelled to handle or participate in the removal of exposed human remains from a Lot. The removal of exposed human remains and their transfer into a container that fully encloses the disinterred remains shall be performed by a funeral director authorized by and employed at the expense of the applicant requesting the Disinterment.
- 10.8 No Recovery of Other Materials: Other than the recovery of the human remains or Cremated Remains present in a Lot opened for a Disinterment the City shall make no commitment as to the recovery of any other material, personal effect or memento, or other extraneous item from a Disinterment Lot.
- 10.9 Disposal of Disinterment Spoils: The City shall dispose of, in a safe, environmentally sensitive manner, all extraneous materials that may incidentally be removed from a Disinterment Lot.
- 11.0 MEMORIALS: GENERAL REGULATIONS**
- 11.1 Compliance: Every memorial and the installation thereof shall conform to this Bylaw, Cemetery design plan, and the Lot type on which the memorial is to be installed.
- 11.2 Memorial Standards: Every memorial, and the installation of every memorial, shall conform to all specifications and requirements established by the City for memorials at the time application is made for a memorial installation, not at the time an interment right was purchased, or an interment made.
- 11.3 City Maintenance Responsibility: The City is responsible to maintain the land of the Lot on which a memorial is installed but is not responsible for the maintenance of a memorial on a Lot.
- 11.4 Memorial Purchaser Responsibility: All memorials are the property of the memorial purchaser, and the care or repair of a memorial is the responsibility of the purchaser and, a Rights Holder or their successor is required to keep in good order and repair, at their expense and to the satisfaction of the City.
- 11.5 Limited Liability: The City is not liable for, the theft of any memorial, or obligated to repair, any damage to a memorial in the Cemetery except where it can be shown damage was caused by the negligence of the City.
- 11.6 Temporary Removal: The City, subject to the Director's authorization, shall have the right, without notice, to temporarily move a memorial from a Lot if, during the excavation of a Lot or an adjoining Lot, such removal is needed to gain access to a Lot, to ensure the

safety of Cemetery Operators, or to protect the memorial from potential damage during the interment process. Memorials that have been moved shall be replaced, by the City, into its original position on the Lot from which it was removed as soon as possible after an interment has been completed.

- 11.7 Memorial Replacement / Modification: No memorial shall be installed, replaced, or modified within the Cemetery by any person other than the City or a person authorized by the Director. Every request to replace or modify an existing memorial must be with the consent of the Lot Rights Holder or their successors and/or the Family Members of the person(s) interred in the Lot or may be permitted at the discretion of the Director, in the event the Lot Rights Holder or their successors and/or the Family Members of the person(s) interred in the Lot cannot be located.
- 11.8 Memorial Refusal: The City has the authority to refuse to install a memorial if the applicant has failed to comply with any requirement established by the City governing memorials at the Cemetery. If a refusal occurs, the City shall inform the applicant what is deficient about the memorial or the installation application and the steps that need to be taken to resolve the deficiency.
- 11.9 Non-Conforming Memorials: Where it is determined a memorial has been installed that is inconsistent in any way with the design, size or material approved as part of a Memorial Permit application or does not comply in any other way with this Bylaw, a non-compliance order will be issued to the Lot Rights Holder or their successor at their last known address on file with the City. The Lot Rights Holder or their successor will then have 30-days from the date of issue of the non-compliance notice to resolve the issue. If the non-compliance has not been resolved within 30 days, the memorial may be ordered removed by the Director.
- 11.10 Permanent Removal: If any memorial, or part of a memorial, a grave cover or grave curbing placed or erected in the Cemetery be in a state of disrepair that may be hazardous to the public, Cemetery personnel, or become detrimental to the maintenance and overall appearance of the Cemetery, the Director, after providing 30-days notice in writing to the Lot Rights Holder or their successors at their last known address on file with the City, may have the memorial removed from the Cemetery if it has not been repaired in accordance with the notice provided.
- 11.11 Lot Embellishment: Except for Lots embellished prior to October 14, 2014, no Lot shall be defined by any fence, hedge, or railing except for a City approved and installed memorial, curb & seal, or a turf lot cover.

12.0 MEMORIALS: INSTALLATION & SPECIFICATIONS

- 12.1 Memorial Responsibility: It is the responsibility of a Rights Holder or the Legal Representative of a deceased to arrange for the supply of a memorial on a Cemetery Lot. The City has no responsibility to place, at the City's expense, any form of temporary or permanent memorial on a Lot.
- 12.2 Memorial Permit: No memorial shall be installed on a Lot until:
- (a) a Memorial Permit in a form prescribed by the City, has been submitted to the City and all associated Memorial Permit Fees paid; and
 - (b) it is determined by the City the memorial and inscription described on the application complies in every way with the specifications set out for memorial placement on the Lot where installation is proposed; and
 - (c) Memorialization's shall be consistent with the intent of a place of commemoration, serenity, reflection and remembrance; and

- (d) Memorialization's shall not have language that could be interpreted as rude, derogatory, or discriminates or intends to discriminate against a person or group of people because of characteristics including race, place of origin, religion, disability, sex and gender identity; and
- (e) No marker shall have reference to media or websites beyond the control of the City; and
- (f) all outstanding payment, as may apply, for a Right of Interment, interment, the memorial, and all Care Fund and Capital Reserve Account contributions are paid in full to the City.

12.3 Memorial Supplier Responsibility: Where a memorial installation Applicant is a memorial supplier other than the City, it is the responsibility of the memorial supplier to confirm the correct location for a companion memorial to confirm the correct layout and orientation for a companion inscription on the memorial. The City has no responsibility or financial liability for a memorial where it can be shown this task was not performed by a memorial supplier.

12.4 Memorial Installations: The installation of all memorials shall:

- (a) be made by the City; and
- (b) occur during the regular hours of the Cemetery; and
- (c) be made as soon as practicable after delivery of a memorial to the Cemetery; and
- (d) be subject to service and staff scheduling, weather, and ground conditions.

12.5 Temporary Memorials: At the time of an interment the City may permit a temporary, non-permanent identification memorial that is:

- (a) of a design and size approved by the City; and
- (b) placed on a Lot at a location determined by the City; and
- (c) permitted to remain on the Lot for a period not to exceed six months from the date of Interment, and after six months the City has the authority to remove and dispose of the memorial, without prior notice.

12.6 Memorial Dimensions: All memorial sizes are measured in centimetres (inches), are always written - Length x Width x Height, and may have a variance of not more than plus or minus 1.0 cm.

12.7 Flat Markers: Flat Markers may be:

- (a) Stone: Made of granite or another type of hard stone approved by the City, shall be not less than 10 cm (4 in) thick and, shall have sides that are true and perpendicular to the top surface of the memorial; or
- (b) Bronze: Comprised of a bronze marker securely attached to a concrete or granite pillow base, where the base shall be not less than 10 cm (4 in) thick and shall have sides that are true and perpendicular to the top surface of the marker.

12.8 Flat Marker Installations: Flat markers will be installed as follows here:

- (a) Sections A – O: Stone or bronze markers will be installed on top of a concrete pillow at ground level of the Lot, or on top of a concrete pillow on the surface of the curb.
- (b) Sections AB – CC: Stone and bronze markers on a concrete or granite pillow base will be installed on a precast apron installed by the City.

12.9 Flat Marker Sizes: Flat stone markers or bronze markers on a concrete or granite base shall be of the following sizes:

- (a) Standard Lot - Single Memorial: One memorial only that is 30 cm by 50 cm (20" x 12" x 4").
- (b) Standard Lot - Double Depth Memorial: One memorial only for two human remains that is 40 cm by 70 cm (28" x 16" x 4").
- (c) Standard Lot - Side by Side / Adjoining: One memorial only for two Human Remains that is 40 cm by 70 cm (28" x 16" x 4").
- (d) Child Lot: One memorial only that is 30 cm by 50 cm (20" x 12" x 4").
- (e) Cremation Lot - Single Interment: One memorial only that is 25 cm by 40 cm (16" x 10" x 4").
- (f) Cremation Lot – Companion Interment: One memorial only for two Cremated Remains that is 25 cm by 40 cm (16" x 10" x 4").
- (g) Cremated Remains – Single Interment in a Standard Lot: One memorial only that is 25 cm by 40 cm (16" x 10" x 4").
- (h) Cremated Remains – Companion Interment in a Standard Lot: One memorial only that is 25 cm by 40 cm (16" x 10" x 4").

12.10 Pillow Markers: Subject to the Cemetery design plan, pillow markers may be permitted on Lots as an alternative to a flat memorial. Pillow markers shall be the same size as the dimensions set out in Section 12.12 of this Bylaw but shall have a pitched / slanted face that is not more than 15.2 cm (6 ins.) high at the back of the memorial slanting to 10.1 cm (4 in.) high at the front of the memorial.

12.11 Upright Memorials: On Lots designated for upright memorial markers the memorial markers shall:

- (a) be constructed of granite; and
- (b) have the marker attached to a granite base with dowel pins and / or an adhesive epoxy compound approved by the City and, in instances where dowels are mandated by the City, the dowels shall be made of a non-corrosive material, be centered on the base, be not less than 15.2 cm (6 in) in length and evenly extended into both the markers and the base and installed in a 'dry' mode; and
- (c) have an inscription and design carved or engraved on the face of the marker, or a bronze plaque securely anchored to the face of the marker with non-corrosive fasteners and /or an adhesive epoxy approved by the City; and
- (d) not have any inscription, lettering, plaque or other form of adornment or decoration engraved, inscribed, or otherwise attached to the back or any side of the marker or its base.

12.12 Upright Marker Sizes: Upright memorial markers, shall:

- (a) not exceed 50.8 cm (20 in) height – marker and base combined; and
- (b) not exceed 76.2 cm (30 in) wide x 50.8 cm (20 in) high x 15.2 cm (6 in) deep; and
- (c) for a single standard Lot, have a base that is not more than 91.4 cm (36 in) wide and 15.2 cm (6 in) high; or
- (d) for a side-by-side standard companion Lot have a base that is not more than 101.6 cm (40 in) wide 15.2 cm (6 in) deep.

12.13 Flower Vases: Other than a metal or stone flower vase that is an integral part of the design of a memorial approved for installation by the Director, no other form of flower vase, candleholder, lantern, or other form of fixture may be attached in any manner to a memorial, placed adjacent to where a memorial is installed, or placed anywhere on a Lot in the Cemetery.

12.14 Columbarium Memorials: Memorials in a columbarium shall be in the form of an inscription engraved on a niche shutter, where the inscription shall:

- (a) be coordinated through the City; and
- (b) have a short inscription engraved on the surface of the shutter that is consistent with the intent of the Permit, and may also include, the given name(s) or initial(s), the surname, the year of birth and the year of death of the deceased interred in the niche; and
- (c) shall be made in a font style, size and layout that is consistent with adjacent shutters and with the overall design established for the columbarium of which the niche is a part; and
- (d) not have any other form of symbol, decoration or other form of adornment engraved, inscribed, or attached to the surface of the shutter.

12.15 Memorial Wall Plaques: Bronze memorial wall plaques shall be coordinated through the City, and the plaques shall:

- (a) be 15.2 cm (6 in) wide x 10.1 cm (4 in) high; and
- (b) be installed by the City, sequentially from the left to right, top to bottom on a memorial Wall.

12.16 Custom Memorial Donation / Dedication: The City, subject to the discretion and approval of the Director, may permit the donation and dedication of a memorial planting, memorial bench, or other form of custom memorial feature at the Cemetery, subject to the following criteria:

- (a) a Permit Application shall be made to the City giving the proposed specifications, design and materials of the custom memorial and the design must be approved in writing by the Director before any delivery or installation can proceed; and
- (b) site selection in the Cemetery shall conform to the plan of the design plan of the Cemetery; and
- (c) installation, if not performed by the City, shall be made under the supervision of the City; and
- (d) the cost of memorial, any memorial site improvements, and installation of the memorial shall be borne by the applicant; and

- (e) the installation of a custom memorial in the Cemetery does not entitle the donor or an applicant to any privilege or right over the land upon which the memorial may be situated.

13.0 CEMETERY RULES & REGULATIONS

13.1 Bylaw Compliance: The use of a Right of Interment, every interment, every memorial, the installation of every memorial and visitation within the Cemetery is subject to this Bylaw and, every person, upon entering and while within the Cemetery, shall comply with this Bylaw and follow every instruction of the City.

13.2 Cemetery Hours: The business days and hours of operation of the Cemetery shall, for the following purposes, be:

- (a) **Visiting:** open every day of the year from dawn to dusk.
- (b) **Office:** closed on weekends, days of observance and holidays observed by the City.

13.3 Flower Rules & Restrictions: One or more of the following of Floral tributes may be placed at the Cemetery as follows:

- (a) on the day of an interment and for a period of seven days following interment, any type of floral tribute is permitted,
- (b) between April 1 and October 31, only fresh cut flowers may be placed on a Lot. Potted plants, wreaths and artificial floral tributes of any type are prohibited during this period,
- (c) between November 1 and March 31, in addition to fresh cut flowers, wreaths, artificial floral tributes and seasonal floral tributes may be placed on a Lot,
- (d) only flower vases of a number and design approved by the City, shall be permitted on a Lot and the use of glass vases in any circumstance is prohibited,
- (e) in the case of a columbarium niche or mausoleum crypt, artificial floral tributes may be placed in a vase approved, supplied, and installed by the City,
- (f) except for the day of interment, the placement of floral tributes at a columbarium or at a mausoleum shall not be permitted,
- (g) wreaths, artificial floral tributes, and seasonal floral tributes placed at the Cemetery between November 1 and March 31 will, without prior notice, be removed when Cemetery clean-up is carried out in the spring,
- (h) the City is not liable for the deterioration, damage or loss of flowers, decorations or any item placed on a Lot or at a memorial site,
- (i) the City has the right, without notice, to remove or order removed flowers, decorations or other items placed on a Lot or at a memorial site that may pose a safety risk or have deteriorated or otherwise become unsightly and detract from the maintenance standard of adjacent Lots and the Cemetery as a whole.

13.4 Cemetery Rules: No person shall:

- (a) be in the Cemetery outside those hours listed in the Parks Bylaw.

- (b) scatter, dispose of, or inter any cremated remains within the limits of the Cemetery except in compliance with this Bylaw.
- (c) define or delineate any Lot or group of Lots in the Cemetery by a fence, railing, coping, hedge, grave cover or by any other marking except as may be permitted by the City.
- (d) place any form of decoration, adornment, personal memento, or other extraneous object on a Lot, a Niche, or a crypt, or in the Cemetery generally without the express consent of the Director and subject to any rules the Director may apply.
- (e) willfully or negligently destroy, mutilate, deface, damage, injure or remove anything from the Cemetery, including and without limitation, any memorial, plant, flower, tree, rock, or other item located in the Cemetery.
- (f) carry out any activity at the Cemetery other than attendance at an interment or memorial service or the visitation of a Lot for the purpose of paying respect to the dead.
- (g) conduct them self in a manner to disturb the peace, quiet and tranquility of the Cemetery or an interment or memorial service being conducted therein.
- (h) discharge any firearm in the Cemetery other than at a military funeral for which a firearm salute has been authorized by the City and is conducted under the direct command of a Federal Officer in charge and only during an interment or memorial service.
- (i) bring into or dump any rubbish, debris or other offensive item or matter in the Cemetery or make an unauthorized removal of any cemetery refuse, waste, or rubbish.
- (j) bring into the Cemetery any pet or animal, except for a certified personal assistance guidance animal.
- (k) drive any form of recreational utility vehicle, all terrain vehicle, or powered snow vehicle.
- (l) play any manner of sports game or sport activity within the limits of the Cemetery.
- (m) otherwise violate any provision of this *Bylaw* or the *Cemetery Act*.

- 13.5 No Planting or Site Alterations: No tree, shrub, plant, bulb, flower, or other decorative plant may be planted, pruned, cut down, removed, or otherwise altered on a Lot or anywhere else within the limits of the Cemetery. Subject to the consent of the Director, authorized persons may be permitted to utilize the features of a Planted Cutting Graden designated within the Cemetery and subject to the supervision of the City.
- 13.6 No Open Flame: No open flame, candle, or burning of any substance or other material may take place inside the Cemetery.
- 13.7 Special Events: Notwithstanding subsection 13.4(f), the City has the authority to permit special events to be conducted in the Cemetery that are, in the opinion of the City, deemed appropriate for and in keeping with the dignity and purpose of the Cemetery.
- 13.8 Hours of Work: No work may be performed at the Cemetery except during the regular hours of the City except where work outside of regular hours is authorized by the City.

- 13.9 Obey Operator: All persons and funeral processions while in the Cemetery shall obey the instructions of the City, and any person not behaving with proper decorum within the Cemetery or disturbing the quiet and good order of the Cemetery may be evicted from the Cemetery by the City.
- 13.10 No Solicitation or Gratuity: No person shall solicit orders for funeral services, markers, tablets, memorials, curbing, capping, or like works within the limits of the Cemetery and, no gratuity or extraordinary consideration shall be paid to or accepted by an employee or agent of the City for any service rendered or good provided in connection with the Cemetery.
- 13.11 Penalty for Infractions: An individual who or corporation that contravenes this *Bylaw* is guilty of an offence. Each contravention of this *Bylaw* shall be deemed to be a separate and distinct offence. An individual who or corporation that is cited for or found guilty of a contravention of this *Bylaw* is, upon conviction, liable for:
- (a) a fine for each infraction and for each day or part thereof during which an infraction has taken place; and
 - (b) may find contravention of this Bylaw that continues more than one day may constitute to be a continuous offence; and
 - (c) the amount of the fine levied for contravention of this Bylaw shall be set out in the City of West Kelowna Bylaw Notice Enforcement Bylaw No. 0093 and the City of West Kelowna Municipal Ticket Information Utilization Bylaw No. 0095.
 - (d) the cost of prosecution and any other penalty or order imposed pursuant to the *British Columbia Community Charter*, or the *British Columbia Offence Act* as amended from time to time.

14.0 CEMETERY FEES

- 14.1 Schedule 'A': The fees for all Rights of Interment, and all services and goods offered for sale by the City at the Cemetery shall be those set out in *Schedule "A": Cemetery Fees* that forms a part of this this Bylaw.
- 14.2 Fee Itemization: On the price listed for all Right of Interments for the reservation or use a Cemetery Lot, and on all sales and purchase contracts for Rights of Interment, the amount required to be set aside from the sales prices for the "*Cemetery Perpetual Care Fund*" and / or the "*Capital and Major Maintenance Reserve Account*" shall be disclosed and itemized.
- 14.3 Payment of Fees: The fees set out in *Schedule "A": Cemetery Fees* are due and shall be paid in full at the City offices at the time of purchase of a Right of Interment, or purchase of any goods or services sold by the City in connection with the operation of the Cemetery.
- 14.4 Cemetery Fee Sustainability: The Cemetery Fees shall be:
- (a) set at rates that ensure the Cemetery is operated in a fiscally sustainable manner and not create an unreasonable operational subsidy burden on the City's taxpayers; and
 - (b) with an annual 3% fee increase, as per Schedule A.

15.0 CEMETERY FUNDS

- 15.1 Cemetery Perpetual Care Fund ("Care Fund"): In compliance with the *Cemetery Act* the City shall establish and maintain at the City's financial institution, a *Care Fund* and the Treasurer shall be responsible for this account and for ensuring that:

- (a) from the proceeds charged and collected from the sale of all Rights of Interment and all memorial installations, the Treasurer shall pay into the *Care Fund* the amounts received for each transaction, as set out in *Schedule 'A': Cemetery Fees*, and ensure the deposit and investment of the monies in the Care Fund are permitted by and comply with the *Cemetery Act*, the *Local Government Act*, and the *Community Charter*; and
- (b) the interest earned on the investments of the Care Fund is used only for the maintenance and care of the Cemetery in the year in which the interest is earned or, when not needed, retained in the Care Fund to increase the principal sum of the fund; and
- (c) the principal of the Care Fund is not to be reduced other than in accordance with *Consumer Protection BC* and pursuant to the *Cemetery Act*.

15.2 Capital and Major Maintenance Reserve Account ("Capital Reserve Account"): The City shall establish and maintain at the City's financial institution a fund to be known as the *Capital Reserve Account* and the Treasurer shall be responsible for this account and for ensuring that:

- (a) from the proceeds charged and collected from the sale of all Rights of Interment and all memorial installations, the Treasurer shall pay into the *Care Fund* the amounts received for each transaction, as set out in *Schedule 'A': Cemetery Fees* and ensure the deposit and investment of the monies in the *Capital Reserve Account* are permitted by and comply with the, the *Local Government Act*, and the *Community Charter*; and
- (b) *Capital Reserve Account* funds are intended to be used for Cemetery maintenance and capital project as approved by Council.

15.3 Reserve Fund Donations Accepted: The City may accept voluntary donations to the *Care Fund* and *Capital Reserve Account* from any person or organization and said donations shall be added to the principal of the fund specified for the donation.

16.0 REPEAL & ENACTMENT

16.1 Repeal of Existing Bylaw: Westbank Cemetery Bylaw no. 0166 and all amendments are hereby repealed.

16.2 Effect of Bylaw: This Bylaw shall come into full force and effect and be binding on all persons as and from the date of adoption.

WEST KELOWNA CEMETERY BYLAW NO. 0318

FEE SCHEDULE "A"

Plot Fees - Resident Rates			
Grave Space/Type	March 11th, 2025	March 1st, 2026	March 1st, 2027
Standard Casket Plot	\$ 4,000	\$ 4,120	\$ 4,244
Infant Casket Plot	\$ 1,163	\$ 1,197	\$ 1,233
Cremation Plot	\$ 1,188	\$ 1,223	\$ 1,260
Lakeside Columbarium – Level 1	\$ 7,862	\$ 8,098	\$ 8,341
Lakeside Columbarium – Level 2	\$ 7,599	\$ 7,826	\$ 8,061
Lakeside Columbarium – Level 3	\$ 6,773	\$ 6,976	\$ 7,185
Lakeside Columbarium – Level 4	\$ 5,985	\$ 6,165	\$ 6,350
Lakeside Columbarium – Level 5	\$ 5,501	\$ 5,666	\$ 5,836
Mountainside Columbarium – Level 1	\$ 7,126	\$ 7,339	\$ 7,560
Mountainside Columbarium – Level 2	\$ 6,890	\$ 7,097	\$ 7,310
Mountainside Columbarium – Level 3	\$ 6,141	\$ 6,325	\$ 6,515
Mountainside Columbarium – Level 4	\$ 5,430	\$ 5,593	\$ 5,761
Mountainside Columbarium – Level 5	\$ 4,991	\$ 5,141	\$ 5,295
Family Estate	\$ 20,218	\$ 20,824	\$ 21,449
Mausoleum – Level 1	\$ 32,570	\$ 33,547	\$ 34,554
Mausoleum – Level 2	\$ 29,311	\$ 30,191	\$ 31,096
Ossuary/Scatter	\$ 413	\$ 425	\$ 438
Service Fees			
Opening and Closing Lot for Internment	March 11th, 2025	March 1st, 2026	March 1st, 2027
Standard Casket Internment	\$ 1,920	\$ 1,978	\$ 2,037
Infant Casket Internment	\$ 938	\$ 966	\$ 995
Cremation Plot	\$ 656	\$ 676	\$ 696
Columbarium (2 nd interment only)	\$ 370	\$ 381	\$ 393
Family Estate (2 nd & subsequent interments only)	\$ 751	\$ 774	\$ 797
Ossuary Placement	\$ 126	\$ 130	\$ 134
Opening and Closing Lot for Disinterment:			
Standard Plot	\$ 3,598	\$ 3,705	\$ 3,817
Infant Plot	\$ 1,892	\$ 1,949	\$ 2,007
Cremation Plot	\$ 1,064	\$ 1,096	\$ 1,129
Columbarium	\$ 1,210	\$ 1,246	\$ 1,284
Mausoleum	\$ 2,474	\$ 2,548	\$ 2,624
Family Estate	\$ 1,233	\$ 1,269	\$ 1,308

WEST KELOWNA CEMETERY BYLAW NO. 0318

FEE SCHEDULE "A" Continued

Additional Service Fees			
	March 11th, 2025	March 1st, 2026	March 1st, 2027
Administrative Fee	\$ 50	\$ 52	\$ 53
Bud Vase – Columbarium/Mausoleum	\$ 600	\$ 618	\$ 637
Burial (Ash) after 1:30 pm; Mon. – Fri.	\$ 782	\$ 805	\$ 830
Burial (Casket) after 1:00 pm; Mon. – Fri.	\$ 863	\$ 888	\$ 915
Concrete Pillow (req'd for Bronze marker on top of concrete apron)	\$ 206	\$ 212	\$ 219
Curb & Seal - Single	\$ 2,673	\$ 2,753	\$ 2,836
Double Depth Casket Internment	\$ 1,807	\$ 1,861	\$ 1,917
Engraving - Columbarium Shutter (2nd Engraving)	\$ 675	\$ 695	\$ 716
Engraving – Family Estate (2nd Engraving)	\$ 675	\$ 695	\$ 716
Engraving – Family Estate Individual (2nd Engraving)	\$ 675	\$ 695	\$ 716
Engraving - Laser Etch Photo (Maus. Only)	\$ 920	\$ 947	\$ 975
Engraving - Mausoleum Shutter (2nd Engraving)	\$ 1,215	\$ 1,251	\$ 1,289
Grave Liner - Casket	\$ 876	\$ 902	\$ 929
Grave Liner - Cremation	\$ 249	\$ 256	\$ 264
Memorial Permit (marker)	\$ 536	\$ 552	\$ 568
Memorial Permit (memorial wall)	\$ 368	\$ 379	\$ 390
Pall Bearer (2)	\$ 400	\$ 412	\$ 424
Remove/Reinstall Memorial Marker	\$ 285	\$ 294	\$ 302
Remove/Replace Double Curb & Seal	\$ 534	\$ 550	\$ 567
Remove/Replace Single Curb & Seal	\$ 267	\$ 275	\$ 283
Artificial Turf Plot Cover	\$ 1,043	\$ 1,074	\$ 1,106
Transfer of Licence	\$ 200	\$ 206	\$ 212
Weekend Casket Interment (Incl. Stats)	\$ 1,228	\$ 1,264	\$ 1,302
Weekend Cremation Inurnment (incl. stat)	\$ 781	\$ 805	\$ 829
Concurrent cremation interment	\$ 500	\$ 515	\$ 530
Extended Interment Time (per hour)	\$ 200	\$ 206	\$ 212
Non-Resident Fees: 35% additional for each product/service			
Care Fund: 35% of Plot Fee and Niche/Crypt Fee			
Capital and Major Maintenance Fund: 15% of all Plot Fees			
Columbarium & Mausoleum Fees include the 1st Open/Close and Shutter Engraving			