

**THE CORPORATION OF THE VILLAGE OF SALMO**

**CEMETERY BYLAW NO. 603, 2013**

**As Amended by Bylaws #607 and 729**

**CONSOLIDATED FOR CONVENIENCE ONLY  
Not Official Version**

<b>Bylaw No.</b>	<b>Adopted</b>	<b>Amendment</b>	<b>Purpose</b>
607	April 14, 2009	Schedule "C"	To remove the definition of non-resident from Schedule "C"
729	April 6, 2021	Schedule "C"	To amend fees

**CORPORATION OF THE VILLAGE OF SALMO**

**BYLAW #603**

**BEING A BYLAW TO REGULATE THE OPERATION AND MAINTENANCE OF THE SALMO CEMETERY**

The Council of the Village of Salmo, in open meeting assembled, enacts as follows:

1. In this bylaw, unless the context otherwise requires:

- |   |   |
|---|---|
| Administrator                             | shall mean the person duly appointed as such from time to time by the Council;  |
| Caretaker                                 | shall mean the person or persons duly appointed or employed by the Village from time to time as Caretaker or Caretakers of the cemeteries of the Village of Salmo;                                    |
| Cemetery                                  | shall mean and include any parcel or tract of land set aside, used, maintained or operated as a cemetery by the Village of Salmo;   |
| Child                                     | shall mean any person one year old up to and including 12 years of age;   |
| Council                                   | shall mean the Council of the Village of Salmo;   |
| Cremated Remains                          | shall mean the ashes resulting from cremation of a deceased human body;   |
| Director                                  | shall mean that person as defined under the <i>Business Practices &amp; Consumer Protection Act</i> that is charged with administration of the <i>Cremation, Interment and Funeral Services Act</i> ; |
| Infant                                    | shall mean any person up to the age of one year;  |
| Mayor                                     | shall include the Acting Mayor;   |
| Medical Health Officer and Health Officer | shall mean the person duly appointed from time to time and Of- by the Ministry of Health or Interior Health Authority to act as Medical Health Officer for the Village of Salmo;                      |
| Non-resident                              | shall mean any person not resident of the municipal limits of the Village of Salmo;   |
| Treasurer                                 | shall mean the person duly appointed as such from time to time by the Council;  |
| Resident                                  | shall refer to the residency of the person for whom the plot is being purchased, not the residency of the purchaser.  |

A "Resident" is a person who was:

- a) an owner, as defined in the Community Charter of real property within the Village of Salmo within the twelve (12) months immediately preceding the date of death for which proof of residence satisfactory to the Village is provided.
- b) a tenant or occupier of real property within the Village for at least twelve (12) months within the twelve (12) months immediately preceding the date of death and for which proof of residency satisfactory to the Village is provided.
- c) a former resident is a person who has resided in the Village of Salmo for a continuous period of ten (10) years;

Village shall mean the Village of Salmo.

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

- 2. The following lands described as Lot A, Plan 10576, DL 1237 have been set aside, operated, used or maintained as a cemetery by the Village.
- 3. A copy of the cemetery plan shall be filed with the Director as defined under the Business Practices and Consumer Protection Act and copies shall also be kept available for public inspection in the Municipal Office and at such other places as may be deemed necessary.

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

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

7. (a) Where the holder of an interment right contract to use and occupy grave space in the cemetery wishes to transfer his right of use and occupancy to another person he shall first provide the Administrator with full particulars of the name, address and other description of the person to whom the transfer is to be made, the consideration to be paid therefore and such other information as the Administrator may reasonably request. The provision of such information shall not bind the Village to accept or permit the proposed transfer.
  - (b) If the interment right contract to be transferred relates to a grave space located in an area reserved under an agreement made between the Council and an organization pursuant to Section 4 hereof, the requirements of said Section 4 concerning entitlement to burial in a reserved section of the cemetery shall apply to the person to whom the transfer is to be made.
  - (c) Upon acceptance by the Village of the transfer fee prescribed in Schedule "C" to this bylaw, and upon compliance with the requirements of this bylaw by the interment right contract holder and the person to whom the interment right contract is to be transferred, the Administrator shall effect the desired transfer by an endorsement upon the interment permit contract and shall record the transfer in the books or other records kept by him for that purpose.
8. All interment right contracts issued for use of grave space in the cemetery shall be subject to the provisions of this bylaw and all bylaws now or thereafter to be passed by Council.

#### **FEES AND CHARGES**

9. (a) The fees for interment, use of grave space, and care of graves, and the charges for goods offered for sale by the Village for use in the cemetery, and any other cemetery fees shall be those set out in Schedule "C" attached hereto and forming part of this bylaw.
- (b) The fees set out in Schedule "C" to this bylaw shall be paid at the Village's offices at the time of purchasing an interment right contract or any goods or services sold by the Village in connection with the operation of the cemetery.

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

10. No body shall be interred in the cemetery until a permit to inter the body has been obtained from the Village and the fee for the interment as specified in Schedule "C" hereof has been paid to the Village, except as may be permitted otherwise under the terms of Section 15.
11. All permits for interment of the deceased persons in the cemetery shall be in the form of Schedule "B" attached hereto and forming part of this bylaw.
12. All applications for a permit to inter in the cemetery must be made to the Administrator or the Village's offices during regular office hours on all days of the week except Saturday, Sunday, Statutory Holidays, and in cases of emergency as described in Section 15.

13. Any person who makes application for an interment permit or who requires an interment to be made shall provide the Administrator with a statement of the name, age and date of the death of the deceased, whether or not death was caused by a communicable disease as listed in Division 7 of the "Regulations for the Control of Communicable Diseases" made under the *Health Act*, the time and date of the funeral and any other information which it is reasonable for the Administrator to request.
14. No person shall be granted a permit to inter in an area of the cemetery which Council has reserved under the provisions of Section 4 hereof for burial of members of a church, society or other organization, except where the applicant for the permit furnishes the Administrator with a Certificate from the organization for whom the area has been reserved, stating that the deceased person for whom the permit is required is entitled to be buried in the reserved area.
15.
  - (a) Where the Health Officer directs, pursuant to the "Regulations for the Control of Communicable Diseases" or otherwise, that a body be buried in the cemetery during any period when the Village's offices are closed, permission to inter in the cemetery shall be obtained from the Administrator or the Mayor.
  - (b) Where a burial in the cemetery is performed under the condition of sub-section (a) the person who permitted the burial and the person who performed the burial shall report the matter to the Administrator with full details of the deceased as required by Section 13 hereof together with such fees as may be required in accordance with Schedule "C" if such fees have not already been paid.
  - (c) The information required to be given to the Administrator under the terms of sub-section (b) of this section shall be provided to the Administrator as soon after such interment as the Village's offices are opened.
16. No deceased person interred in the cemetery shall be exhumed without a written order being first obtained from the proper authority in accordance with Part 4, Section 16 of the *Cremation, Interment and Funeral Services Act* (SBC 2004, Chapter 35).
17. It shall be unlawful to bury or cremate a deceased person within the boundary of the Salmo Cemetery except pursuant to the terms of the *Cremation, Interment and Funeral Services Act* and Regulations thereunder.

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

18. No body other than a deceased human body, or the cremated remains or other remains of a deceased human body shall be interred in the cemetery, and all interments shall be subject to and comply with the provisions of this bylaw.
19. The holder of interment right contract to use and occupy grave space in the cemetery shall not permit an interment to be made in the grave space to which the interment right contract refers nor transfer or dispose of the said grave space to another person, group or organization unless such interment, transfer or disposal is made pursuant to and subject to the provisions of this bylaw.

20. (a) Where the body of a person who died while suffering a communicable disease is to be buried in the cemetery, any instruction given by the Health Officer respecting the interment shall be fully and carefully followed by those who perform the interment.
- (b) Where the body delivered to the cemetery for interment is subject to direction of the Health Officer under the terms of Division 7 of the "Regulations for the Control of Communicable Diseases" made under the *Health Act*, the person delivering the body to the cemetery shall inform the Administrator.
21. (a) Each interment in the cemetery, other than the interment of cremated remains, shall provide for not less than 1 meter of earth between the general surface level of the ground at the grave site and the upper surface of the vault, casket or grave liner enclosing the body resting in the grave.
- (b) Each interment of cremated remains in the cemetery shall be made in a container encased in a non decomposing liner and shall be buried in the grave not less than 60 cm deep.
- (c) The remains of not more than one (1) uncremated body and four (4) cremated bodies, may be interred in each grave space provided the soil composition permits, and the licensee or heirs of the licensee grant written authority to the Administrator permitting the interment of all remains subsequent to the first interment.
- (d) The second or any subsequent interment in a grave space shall not be permitted to disturb or disinter any remains previously interred in the same space.
- (e) Placement of cremated remains interred in each grave space shall be set in the grave space as follows:
  - (i) the first interment is to be placed on the left-hand side of the grave space just below the main memorial;
  - (ii) the second interment is to be placed on the right-hand side of the grave space just below the main memorial; and,
  - (iii) the third and fourth interments are to continue to follow this formation alternating from left to right.
22. No person shall inter any body in the cemetery except between the hours of eight (8) o'clock in the forenoon and five (5) o'clock in the afternoon.
23. No person shall inter any body in the cemetery on Saturday or Sunday or a statutory holiday unless the written permission of the Administrator is first obtained, except in the emergency conditions as specified in Section 15 hereof.
24. No grave shall be dug or opened by any person other than a person duly authorized by the Administrator.

**CEMETERY CARETAKER**

- 26 (1) Council may authorize the appointment of a cemetery caretaker and the duties and responsibilities of a caretaker so appointed shall be, among other things, to carry out, or cause to be carried out by cemetery workforces placed under their supervision:
- (a) The digging, preparation, opening and closing of graves as ordered by the Administrator;
  - (b) The direction of all funerals in the cemetery to the correct gravesite;
  - (c) The general work of the cemetery, to maintain it in a neat, tidy condition, including maintenance of walls, fences, gates, paths and other cemetery improvements;
  - (d) The installation of memorial tablets, markers and monuments on graves, and general construction of their foundations or bases; and
  - (e) The provisions for care of the cemetery tools and equipment.
- (2) Until such time as a cemetery caretaker is appointed, a duly authorized employee shall complete such duties, responsibilities and work as may be directed by the Administrator.

**ADMINISTRATION AND CARE FUND**

27. The Administrator shall maintain records as necessary to the administration and management of the cemetery and as required by Part 8 of the Regulation under the *Cremation, Interment and Funeral Services Act*.
28. The Administrator is hereby authorized on behalf of the Village and subject to the provisions of this bylaw to grant an interment rights contract in the form as set out in Schedule "A" hereof in respect of any unoccupied and licensed grave spaces in the cemetery.
29. The Administrator shall issue all permits for interment required by this bylaw except as otherwise provided herein.
30. Upon issuing any permits for interment in the cemetery, or upon viewing an order for exhumation from the proper authority as required by Section 16 hereof, the Administrator shall notify the Caretaker or the authorized employee before the time of the intended interment or exhumation.
31. (a) A fund shall be established to be known as "The Cemetery Care Fund" and such fund shall be administered in accordance with the requirements of the Regulation made under the *Cremation, Interment and Funeral Services Act* for the establishment and administration of a Municipal Cemetery Care Fund and in accordance with the procedures hereinafter set out.
- (b) A trust account shall be established to be known as "The Cemetery Care Fund Account" into which the Treasurer shall pay all funds received for Care Fund pur-

poses and all such funds shall be deposited in said account, and there held pending investment as hereinafter provided.

- (c) On all interment right contracts for use of grave space sold, the Treasurer shall pay into "The Cemetery Care Fund Account" from the amount received for each interment right contract sold at the fee specified in Schedule "C" hereof.
  - (d) On all interment right contracts for the use of grave space, and on all agreements for the sale of such interment right contracts, the amount required to be used for Care Fund purposes shall be specified, provided that the amount so specified shall not apply to grave space made available by the Village free of charge for indigent burial.
  - (e) Any owner of a memorial marker desiring to install same in the cemetery, shall pay to the Administrator prior to the installation of such memorial marker, the fee specified in Schedule "C" hereof, and such amounts when received shall be paid by the Treasurer into "The Cemetery Care Fund Account" for investment as hereinafter provided.
  - (f) Investment of funds received for Care Fund purposes shall be made as required by the Regulation under the *Cremation, Interment and Funeral Services Act* applicable to Municipal Cemetery Care Funds.
  - (g) The income from "The Cemetery Care Fund Account" including any appreciation thereof shall be used for the sole purpose of upkeep and maintenance of the property licensed and the cemetery of which it forms part.
  - (h) The principal sum of the Cemetery Care Fund shall not be reduced otherwise than in accordance with an order of the Minister made pursuant to the Regulations under the *Cremation, Interment and Funeral Services Act*.
32. A separate account of all monies received under the provisions of this bylaw and of all monies expended hereunder shall be kept by the Treasurer and any surplus remaining or receipts over expenditure shall be paid at the end of each financial year into a fund to the known as "The Cemetery Fund" and same shall be invested by the Village in accordance with the provisions of the *Community Charter*.

### **MEMORIALS**

- 33. No person shall place on any grave space in the cemetery a memorial marker until an amount as detailed in Schedule "C" has been paid to the Administrator for Care Fund purposes in respect to each memorial marker which it is desired to install.
- 34. No grave or grave space in the cemetery shall be defined by a fence, hedge or railing, and no memorial other than a tablet type memorial as specified in Section 35 may be installed on a grave.
- 35. A tablet type memorial may be installed on a grave in the cemetery provided the installation conforms to the following:



- (a) Each memorial tablet shall be installed in a position on the grave according to that established by the Village for memorials on graves in the cemetery and shall have its top surface set level and flush with the surface of the surrounding ground.
- (b) All memorial tablets shall be composed of stone, metal or concrete.

**GENERAL**

- 36. Cut flowers, wreaths or floral offerings may be placed on graves, but may be removed by the caretaker or authorized employee when their condition is considered by him to be detrimental to the beauty of the cemetery.
- 37. 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 Village authorized to do so.
- 38. All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the cemetery, or any improvements in the cemetery.
- 39. 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 15 km/hr, and all vehicles and their drivers while in the cemetery grounds shall be subject to the reasonable directions and orders of the caretaker or any authorized employee.
- 40. No person shall solicit orders for markers, memorials or like works within the limits of the cemetery.
- 41. Any person not behaving with proper decorum within the cemetery, or disturbing the quiet and good order of the cemetery, may be evicted there from by the caretaker or authorized employee.
- 42. The discharging of firearms, other than in regular volleys at burial services, is prohibited in the cemetery.
- 43. Any person who willfully destroys, mutilates, defaces, injures, or removes any memorial or other structure placed in the cemetery, or any fence, railing or other work for the protection or ornamentation of the cemetery, or any memorial, monument, tomb or other structure aforesaid, or lot within the cemetery, or willfully destroys, cuts, breaks, or injures any shrub or plant, or plays any game or sport, or discharges firearms (save at a military funeral), or who willfully or unlawfully disturbs persons assembled for the purpose of burying a body therein, or who commits a nuisance, or at any time behaves in an indecent and unseemly manner, or deposits any rubbish or offensive matter or things in a cemetery, or in any way violates any grave, memorial or other structure within the same, shall be guilty of an infraction of this bylaw and liable to the penalties hereof.
- 44. The cemetery shall be deemed open at seven (7) o'clock every morning and closed every evening at eight (8) o'clock. Any person in the cemetery between eight (8) p.m. and seven (7) a.m. the following morning, without special permission of the caretaker, Ad-

ministrator or other person authorized by the Village to grant such permission, shall be deemed guilty of an infraction of this bylaw and liable to the penalties hereof.

- 45. Every person who commits an offence against this bylaw is liable to a fine and penalty not exceeding Five Hundred Dollars (\$500.00) and costs, or in default of payment thereof, or in the alternative, to imprisonment with or without hard labour for any period not exceeding six (6) months.
- 46. 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.
- 47. If any section, subsection or clause of this bylaw is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of this bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.
- 48. Bylaw 574, cited as "Cemetery Bylaw - 2007" is hereby repealed.
- 49. This bylaw shall be cited as "Cemetery Bylaw #603", and shall come into full force and effect upon adoption by Council.

READ A FIRST TIME	this 12 <sup>th</sup> day of August, 2008
READ A SECOND TIME	this 14 <sup>th</sup> day of October, 2008
READ A THIRD TIME	this 14 <sup>th</sup> day of October, 2008
RECONSIDERED AND ADOPTED	this 12 <sup>th</sup> day of November, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified correct:

\_\_\_\_\_  
Corporate Officer

VILLAGE OF SALMO  
 Box 1000 – 423 Davies Avenue, Salmo, B.C.  
 Ph. 250-357-9433 & Fax 250-357-9633

**CEMETERY INTERMENT RIGHT CONTRACT - SCHEDULE A**

This **PURCHASE AGREEMENT** is entered into between **the Village of Salmo** and the undersigned **Purchaser** named herein.

DATE: \_\_\_\_\_

<b>NAME OF PURCHASER:</b>		
<b>ADDRESS:</b>		
<b>Ph:</b>	<b>Cell:</b>	<b>Email:</b>
<b>NAME OF DECEASED:</b>		<b>Gender:</b> <input type="checkbox"/> <b>M</b> <input type="checkbox"/> <b>F</b>
<b>LAST ADDRESS OF DECEASED:</b>		
<b>Date of death:</b>	<b>Place of Death:</b>	<b>Resident:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Date of Birth:</b>	<b>Place of Birth:</b>	<b>AGE:</b>

INTERMENT PARTICULARS

**INTERMENT OF HUMAN REMAINS** or  **INTERMENT OF CREMATED REMAINS**

<b>BLOCK:</b>	<b>PLOT:</b>	<b>CEMETERY:</b>
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FEES

	<b>TOTAL</b>
<b>PLOT:</b>	
PLOT FEE:	\$
CARE FUND PLOT:	\$
<b>MEMORIAL:</b>	
MEMORIAL INSTALLATION:	\$
CARE FUND:	\$
SUB-TOTAL	\$
OPEN/CLOSING:	\$
MISCELLANEOUS:	\$
GST 5%	\$
<b>TOTAL</b>	<b>\$</b>

**PAYMENT TERMS:** For the goods and services listed, payment in full is required at the time of entering into this agreement.

**PAYMENT METHOD:**    **CASH**    **CHEQUE**   (MAKE CHEQUE PAYABLE TO THE VILLAGE OF SALMO)

**IN WITNESS WHEREOF** the parties executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Signature of Purchaser/Authorized Person

\_\_\_\_\_  
 Relationship to Deceased

\_\_\_\_\_  
 Print Name of Purchaser/Authorized Person

\_\_\_\_\_  
 Print Name of Cemetery Representative

\_\_\_\_\_  
 Signature of Cemetery Representative

**TERMS AND CONDITIONS**

**CONTRACTUAL OBLIGATION**

This Agreement is binding on the signatory parties, their heirs, successors, personal representatives and permitted assigns. The contract is subject to the *Business Practices and Consumer Protection Act; Cremation, Interment and Funeral Services Act* and related regulations.

**INTERMENT RIGHTS**

The sale of interment right is not the sale of a plot but the **right to be interred in an assigned plot**. An interment right holder does not acquire any right or interests in the roads, paths and other areas that allows access to and from any lot at **Salmo Cemetery**. The interment right holder also does not acquire any right or interest in any gardens, structures, buildings or other property at **Salmo Cemetery**.

**REQUIREMENTS PRIOR TO DISPOSITION**

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act, Salmo Cemetery* cannot proceed with the interment of human remains at the cemetery unless a written authorization for disposition is received in advance from the person with the legal right to authorize the disposition of the deceased.

**RECLAMATION of UNUSED INTERMENT RIGHTS**

**Salmo Cemetery** reserves the right to reclaim the interment rights for an unused plot where such reclamation shall be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the *Cremation, Interment and Funeral Service Regulation* of B.C. as follows:

- 25 (1) With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but 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,
  - (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 operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
  - (d) the operator has made diligent attempts to contact the interment right holder but is not able to locate or contact the interment right holder.
- (2) On receipt of an application from an operator, the director may approve or reject the application for a sale of the right of interment with or without conditions.
- (3) If the director refuses the application, the director must give the applicant written reasons for the decision.
- (4) If a right of interment for a lot is sold in the circumstances described in subsection (1), and the right of interment is subsequently required for use by the original interment right holder, the operator must provide another right of interment of equal or greater value that is acceptable to the original interment right holder or the person who has authority under section 5 of the Act with respect to the deceased interment rights holder.

**INFORMATION PRIVACY**

The collection, use, disclosure and retention of personal information acquired by the cemetery in the process of providing goods and services is subject to the **Salmo Cemetery** Privacy Policy.

**BYLAWS, RULES & REGULATIONS**

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the cemetery as may be currently in effect or from time-to-time amended by **Salmo Cemetery**.

**CANCELLATION & REFUNDS:**

**TO CANCEL**, you must provide a written notice of cancellation. The notice must be forwarded to Box 1000 Salmo B.C. V0G 1Z0. The notice of cancellation by a method that will allow you to prove that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.

- **INTERMENT RIGHTS FOR LOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the space and LESS the current Administration Fee.
- **CARE FUND CONTRIBUTIONS:** If you cancel interment rights after funds deposited into the care fund, the amount deposited into the care fund shall not be refundable.
- Upon confirmation of the requesting party/deceased's estate legal right to receive any refund, **Salmo Cemetery will** provide any refund owing within 30 days from the confirmation date.

**COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION**

- The Purchaser, by signing this agreement, acknowledges that **Salmo Cemetery**, in the course of providing the goods and services requested shall as required by law or as it deems necessary collect, retain and disclose such personal information as is necessary to fulfill the terms and conditions of this agreement. The use of personal information about the purchaser or a deceased person shall be strictly controlled and will never be provided to another party or organization unless required to provide a good or service under this agreement or is required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the Salmo Cemetery to, from time to time as requested, provide interment or memorial locations to cemetery visitors.
- The Purchaser, by signing this agreement, waives any responsibility or liability of **Salmo Cemetery** to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any monument, marker or memorial installed for display at the cemetery.

**CEMETERY RULES AND REGULATIONS**

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement and acknowledges and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with the all of the facilities of the cemetery are subject without exception to the Bylaws, Rules & Regulations and Schedule of Rates for the cemetery in their entirety now or hereafter in effect.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations on the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Bylaws, Rules and Regulations of the cemetery.
- Salmo Cemetery reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tributes which do not comply with the cemetery Bylaws, Rules and Regulations.
- Subject to a request being made in advance and with the permission and at the sole discretion of the Cemetery Supervisor, **may** allow the display of normally unauthorized items on interment lots and memorial sites on holidays, anniversaries or other dates that were of significance to the deceased memorialized. Such displays will be permitted to remain on the site for no more than the number of days allowed by the Cemetery Supervisor and will be removed thereafter without prior notice.

**By Placing your signature, you agree and accept the above noted terms and conditions**

**PURCHASER'S INITIALS** \_\_\_\_\_

VILLAGE OF SALMO  
Box 1000 – 423 Davies Avenue, Salmo, B.C.  
Ph. 250-357-9433 & Fax 250-357-9633

**CEMETERY INTERMENT AUTHORIZATION - SCHEDULE B**

Name of Deceased: \_\_\_\_\_ Gender: M F

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

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

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

**Interment Particulars:**

Interment Location: Reserve Y N

Block \_\_\_\_\_ Plot \_\_\_\_\_ Cemetery: \_\_\_\_\_

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

**Authorization:**

Under the 'Order of Priority' in Section 5(1) *Cremation, Interment and Funeral Services Act*, I, \_\_\_\_\_ certify that I am the legally authorized representative to the above named deceased. Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, I hereby authorize the interment of \_\_\_\_\_ at Salmo Cemetery.

By authorizing this interment, I agree to indemnify and hold harmless Salmo Cemetery, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Relationship to Deceased

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Dated Signed (YYYY/MM/DD)

\_\_\_\_\_  
Address of Authorized Person

\_\_\_\_\_  
Cemetery Representative Signature

REMARKS:

**Control of disposition of human remains or cremated remains**

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

- (a) the personal representative named in the will of the deceased;
- (b) the spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a 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 89 and 90 of the *Estate Administration Act*;
- (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
- (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).

(2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.

(3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority

- (a) is determined in accordance with an agreement between or among them, or
- (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

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

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

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

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

**Requirement for authorization before funeral services or disposition**

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 *Health Act*, or
  - ii. has received the authorization from the person who, under section 5 [*control of disposition of human remains or cremated remains*], has the right to control the disposition of the human remains.

**Protection from liability**

9 If

(a) there is an error or omission in an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] to an operator or a funeral provider, or

(b) the person who signed an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] 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 BYLAW #603**

**AS AMENDED BY BYLAW #729, 2021**

1. GRAVE SPACE:

	<u>Interment Right Purchase</u>	<u>Allocation to Care Fund</u>	<u>Total Amount Payable by Purchaser</u>
(a) Resident:	\$175.00	\$57.75	\$232.75
(b) Non-Resident:	\$660.00	\$220.00	\$880.00

2. SERVICES:

(a) Opening and Closing of Grave for Interment:

Adult	\$420.00
Child/Infant	\$350.00
Cremated Remains	\$165.00
Skeleton which has been removed from another cemetery	\$420.00

(b) Interment after 3:30 p.m. Monday to Friday:

Adult/Child/Infant Casket	\$506.00
Cremated Remains	\$220.00

(c) Interment on Saturday or Sunday:

Adult/Child/Infant Casket	\$605.00
Cremated Remains	\$319.00

(d) Interment on Statutory Holiday:

Adult/Child/Infant Casket	\$770.00
Cremated Remains	\$484.00

(e) Open and Closing for Exhumation:

Adult/Child/Infant Casket	\$770.00
Cremated Remains	\$484.00

3. TRANSFER OF LICENCE:

\$27.50

4. INSTALLATION OF MEMORIAL:

With Base (includes \$16.50 Care Fund Contribution) \$66.00

Without Base (includes \$27.50 Care Fund Contribution) \$110.00