

## SUMMARY:

The Kelowna Memorial Park Cemetery Bylaw outlines the regulations for the maintenance and operation of the cemetery. Included in the bylaw are license requirements; fees charged for interment, disinterment, use and care of grave sites; and the restrictions regarding interment including grave size and depth, hours and size and types of monuments permitted.

This bylaw is a 'consolidated' version and includes amendments up to the date listed in the bylaw heading. It is placed on the Internet for convenience only, is not the official or legal version, and should not be used in place of certified copies which can be obtained through the Office of the City Clerk at City Hall. Plans, pictures, other graphics or text in the legal version may be missing or altered in this electronic version.

# CITY OF KELOWNA

## BYLAW NO. 8807

Revised: May 16, 2016

CONSOLIDATED FOR CONVENIENCE TO INCLUDE: BYLAWS NO. 9289, 9487, 9738,  
9783, 10358, 10698, 10903, 11144 & 11215

### KELOWNA MEMORIAL PARK CEMETERY BYLAW

A bylaw to provide for the regulation, maintenance and operation of  
the Kelowna Memorial Park Cemetery

---

The Council of the City of Kelowna pursuant to Section 8 of the *Community Charter*, in open meeting assembled, enacts as follows:

#### PART 1 - GENERAL

BL9289, BL9487 BL9738, BL10698, BL11144, BL11215 amended Part 1:

##### 1.1 Title

1.1.1 This bylaw shall be known for all purposes as the "Kelowna Memorial Park Cemetery Bylaw No. 8807".

##### 1.2 Interpretation

1.2.1 Enactments. Any enactment referred to herein is a reference to an enactment of British Columbia or Canada, as the case may be, and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the Council of the City of Kelowna, as amended, revised, consolidated or replaced from time to time.

1.2.2 Headings. The headings given to the Parts, Sections and Paragraphs in this Bylaw are for convenience of reference only. They do not form part of this Bylaw and will not be used in the interpretation of this Bylaw.

1.2.3 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.

1.2.4 Schedules. The following schedules attached to this Bylaw form part of this Bylaw:

Schedule A	-	Schedule of Fees
Schedule B	-	Right of Interment
Schedule C	-	Interment Permit
Schedule D	-	Surrender of Transfer of Right of Interment
Schedule E	-	Installation Permit
Schedule F	-	Monument Specifications
Schedule G	-	Map

## 1.3 Definitions

### 1.3.1 In this bylaw, unless the context otherwise requires:

"**Bennett Memorial Columbarium**" means the columbarium in **Section D** consisting of 12 Concord structures of 32 (32) niches each, one (1) round dome structure consisting of 72 niches and two (2) curved wall structures consisting of 60 niches each. The Bennett Memorial is within the Legacy Gardens.

"**Caretaker**" means the person duly appointed or employed as such by the **City**.

"**Cemetery**" means the Kelowna Memorial Park Cemetery and includes any other parcel or tract of land owned, used or maintained by the **City** as a cemetery.

"**Cemetery Manager**" means the person duly appointed or employed as such by the **City**.

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

"**City**" means the City of Kelowna.

"**Clerk**" means the person duly appointed as Officer Assigned Responsibility for Corporate Administration of the **City** by the **Council** and includes his delegate.

"**Concurrent Interment**" means when additional interment permits are issued to have an interment take place at the same time as another interment in the same plot, niche or mausoleum. A fee, as indicated in Schedule "A", will be charged for each concurrent interment taking place at the same time.

"**Council**" means the Municipal Council of the City of Kelowna.

"**Director**" means the person duly appointed from time to time by the **Council** to act as Director of Civic Operations for the **City** and includes their delegate.

"**Family Niche**" means each individual compartment to be used for the interment of up to four (4) cremated remains in a columbarium.

"**Family Vessels**" means an urn shaped niche designed for multiple interments.

"**Garden Estates**" means a fenced or semi fenced space intended to be used for the interment of human remains and/or cremated human remains under a Right of Interment. A Garden Estate consists of two (2) double depth in-ground lawn crypts and eight (8) companion in-ground cremation plots.

"**Immediate Family**" means a parent or stepparent, a grandparent or step-grandparent, a sibling (natural, adopted or step), a spouse, a common-law spouse, a same-sex spouse, a child (natural, adopted or step) or a grandchild (natural, adopted or step).

"**Interment**" means the act of burying a casket in a grave, or placing a casket in an above ground mausoleum. Can also be used to refer to an **inurnment**.

"**Inurnment**" means the act of interring an urn in a grave or niche.

"**Legacy Gardens**" means the columbarium and mausolea in **Section D** surrounding the **Bennett Memorial Columbarium** which consists of 10 double side columbarium of 69 niches each, 4 columbarium of 19 niches each, 2 columbarium of 38 niches each, 2 mausolea of 6 crypts each, and two family vessels.

"**Medical Health Officer**" means the person duly appointed from time to time by the **Council** to act as **Medical Health Officer** for the **City**.

"**Niche**" means each individual compartment to be used for the interment of cremated remains in a columbarium or mausoleum.

"**Non-resident**" shall mean any person who has not resided or owned property within the boundaries of the City of Kelowna for a period of twelve (12) months preceding the purchase of a right of interment in a cemetery plot.

"**Pioneer Section**" means the non-grassed areas of **Section A** and **Section B**.

"**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.

"**Promontory Green Interment Garden**" means the mausoleum in **Section G** of the Cemetery consisting of mausoleum crypts, **niches**, in-ground interment for cremated remains and a **scattering garden**.

"**Right of Interment**" means a right, in perpetuity, for the interment of human remains or cremated remains, in a lot.

"**Scattering Garden**" means a designated area for the placement of non-recoverable, commingled cremated remains placed within an ossuary or scattered within the designated garden area.

"**Scattering Trail**" means a designated area for the placement of non-recoverable scattered remains adjacent to the trail starting at the eastern corner of **Section E1** and terminating at the northern tip of **Section A**.

"**Section A**" of the Cemetery means the non-grassed area consisting of Rows A to L (inclusive), Rows 1 to 47, and the grassed area with upright monuments being Row G Lot 16 to Row L Lot 15 inclusive as shown on Schedule "G".

"**Section B**" of the Cemetery means the non-grassed area consisting of Rows 60 to 77 (inclusive) as shown on Schedule "G".

"**Section C**" of the Cemetery means the grassed area consisting of Rows 78 to 103 (inclusive) as shown on Schedule "G".

"**Section D**" of the Cemetery means the grassed area consisting of Rows 104 to 224 (inclusive) as shown on Schedule "G". Includes **Bennett Memorial Columbarium** and **Legacy Gardens**.

"**Section E1**" of the Cemetery means the grassed area consisting of Rows M to U as shown on Schedule "G".

"**Section E2**" of the Cemetery means the grassed area consisting of Rows 220 to 253 (821 plots) as shown on Schedule "G".

"**Section E3**" of the Cemetery means the grassed area consisting of Rows 254 to 285 (635 plots) as shown on Schedule "G".

"**Section E4**" of the Cemetery means the non-grassed area consisting of Rows 287 to 306 (584 plots) as shown on Schedule "G".

"**Section E5**" of the Cemetery means the non-grassed area consisting of 2,000 cremation plots as shown on Schedule "G".

"Section G1" of the Cemetery means the grassed area consisting of double depth in-ground lawn crypts as shown on Schedule "G".

"Section G2" of the Cemetery means the above ground wall comprising of the mausoleum, niche and memorial wall in the Promontory Green Interment Garden as shown on Schedule "G". The purchase of a mausoleum crypt, niche or memorial wall in Section G2 includes a standard name plate and opening and closing.

"Section G3" of the Cemetery means the grassed area within the Promontory Green Interment Garden consisting of companion (3' x 3') and family cremation plots (3'x 6') as shown on Schedule "G".

"Section G4" of the Cemetery means the grassed area consisting of full size burial plots as shown on Schedule "G".

"Section G5" of the Cemetery means the grassed area consisting of companion (3'x3') and family cremation (3' x 6') plots as shown on Schedule "G".

"Section G6" of the Cemetery means the grassed area consisting of companion (3'x3') and family cremation (3' x 6') plots as shown on Schedule "G".

"Section G7" of the Cemetery means the grassed area consisting of double-depth in-ground lawn crypts memorialized by either a flat ground or upright marker according to design of the row and Garden Estates as shown on Schedule "G"

"Section G7 Block 3 and Block 5" consists of double-depth in-ground lawn crypts memorialized by either a flat ground or upright marker according to design of the row, with the option of 2 cremated remains inurned within a liner(s) over the lawn crypts. All other regulations are the same as for "Section G7".

"Treasurer" means the person duly appointed as the Officer Assigned Responsibility for Financial Administration of the City by the Council and includes his delegate.

## **PART 2 - CITY OF KELOWNA CEMETERY BOUNDARIES**

### **BL9289 amended PART 2:**

- 2.1 The following lands as shown on Schedule "G", are hereby set aside, and are held, operated, used or maintained as a Cemetery by the City:
  - (a) Part of Lot 2 District Lot 140 ODYD Plan KAP69306;
  - (b) Part of Amended Lot 3 (DD252160F) District Lot 140 Plan 1476;
  - (c) Part of Lot B District Lot 140 ODYD Plan KAP62742;
  - (d) That Part of Lot 18 shown on Plan B3723 Sections 28 and 29 Township 26 and of District Lot 531 ODYD Plan 1476;
  - (e) Part of Parcel B (DD244966F) of the Southeast ¼ of Section 29 Township 26 ODYD;
  - (f) Part of Lot 1 Sections 28 and 29 Township 26 and of District Lots 531 and 125 ODYD Plan 16707 except Plan M14878.
- 2.2 Cemetery Plans. A copy of the plans of the Cemetery shall be kept available for public inspection at the Cemetery and such places that may be deemed necessary.

### PART 3 - RIGHT OF INTERMENT

#### BL9289 amended Part 3:

- 3.1 Reserved Sections. The City 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. Upon such an agreement being made no person shall be issued a **Right of Interment** for the reserved section, unless the application for a **Right of Interment** is accompanied by a certificate from the society, church, or organization, stating that the individual is entitled to interment in the reserved section. All **Rights of Interment** issued and services rendered by the City, under these conditions, shall be subject to payment at the regular rates set forth in Schedule "A".
- 3.2 Right of Interment for Exclusive Use. The Cemetery Manager is hereby authorized by Council to grant to any person, or to his authorized agent, paying the fees set forth in Schedule "A" and subject to the terms of this Bylaw, a **Right of Interment** for the exclusive use by him, or his executors or administrators, of any one or more plots which may be vacant and not issued as a **Right of Interment** in the Cemetery and upon payment of said fee, such person or his authorized agent shall be entitled to receive a **Right of Interment** in the general form of Schedule "B".
- 3.3 Right of Refusal. The Council reserves the right to refuse to sell a **Right of Interment** for the use of more than two plots to any one individual.
- 3.4 Right of Interment Not Transferable. The holder of a **Right of Interment** shall not transfer his right of use and occupancy to another person except that at the discretion of the Cemetery Manager, a transfer of the **Right of Interment** for any unused plot may be made to an immediate family member provided the fee for the transfer has been paid as outlined in Schedule "A". In an area of the Cemetery that has been reserved by the City under section 3.1 of this bylaw for burial of members of the society, church, or other organization the application for transfer must be accompanied by a certificate stating that the individual is entitled to interment in the reserved section.
- 3.5 Transfer Request. The transfer request must be in writing by the holder of a **Right of Interment** as set out in Schedule "D". **Right of Interments** for plots must be surrendered, and a transfer fee as set out in Schedule "A" shall be paid to the City. The Cemetery Manager shall amend his records accordingly stating the new holder of the **Right of Interment** of the plot or plots.
- 3.6 Notice of Transfer. To ensure the accuracy of records of ownership and interments, no sale or other transfer of any plot, or any interest therein shall be binding upon the City until a duly executed transfer has been submitted to the Cemetery Manager specifying the name, address or other description of the proposed transferee, and such particulars shall be recorded in a register to be kept for that purpose.
- 3.7 Proof of Inheritance. When the owner of a plot dies and the ownership passes to the new owners before the new owners can obtain registration of their interest to it, the City may require proof of their right to such interest. This proof in ordinary cases may consist of a will or other such proof as may be satisfactory to the City;  
  
If the new owner wishes to have an interment made before he/she has obtained registration of his/her interest in a plot, he/she shall satisfy the City of his/her right to do so before the interment shall be permitted.
- 3.8 Order of Priority. The right of a person to control the disposition of the human remains or cremated remains vests in and devolves on that person in the order of priority as outlined in the *Cremation, Interment And Funeral Services Act*:

- 3.9 **Right of Interment Cancellation.** Upon receiving a written request by the holder of a **Right of Interment** to forfeit such right to use and occupy grave space, the Cemetery Manager may cancel the **Right of Interment** and refund the holder of a **Right of Interment** a sum equivalent to that paid for such **Right of Interment** less the Maintenance fee paid at the time of **Right of Interment** issuance.

If goods have been special pre-ordered and because of some unique characteristic, personalization or extraordinary cost, the goods cannot be used in the ordinary course of business, the cemetery may deduct the itemized cost of those goods from the holder of a **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** cancellation. Should the plot that is to be surrendered have any memorial, surround or coping, the Cemetery may deduct the cost to remove and dispose of such memorials out of any monies paid for the purposes of a **Right of Interment** cancellation.

- 3.10 **Right of Interment Provisions.** All **Right of Interment** shall be subject to the provisions of this bylaw and to all bylaws now or hereafter adopted by Council.

#### **PART 4 - FEES AND CHARGES**

BL9289, BL9783, BL10698 amended the following:

- 4.1 **Fees for Interments.** The fees for interment, disinterment, use of **plots**, and care of graves, and the charges for goods offered for sale by the City for use in the Cemetery, and any other Cemetery fees shall be those set out in Schedule "A".
- 4.2 **Payment of Fees.** The fees set out in Schedule "A" shall be paid at the "Cemetery" office at the time of purchasing a **Right of Interment**, Interment Permit, or any goods or services sold by the City in connection with the operation of the Cemetery.
- 4.3 **Installment Plan.** Plots may be purchased on the installment plan and in advance of need with a twenty percent (20%) deposit. When such purchases are made, full and final payment of the monies owed must be made within one (1) year of purchase or prior to any interment, placement of memorial stone or transfers into the **plot**.

If balance is not paid after one (1) year, the City reserves the right to refund all monies paid on account less the maintenance fund contribution plus an administration fee and re-issue the **plot**.

If goods have been specially pre-ordered and because of some unique characteristic, personalization or extraordinary cost, the goods cannot be used in the ordinary course of business, the cemetery may 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** cancellation.

#### **PART 5 - PERMISSION TO INTER, EXHUME OR DISINTER**

BL9289, BL9487, BL11215 amended PART 5

- 5.1 **Interment Permit.** No human remains or cremated remains shall be interred in the Cemetery until;
- (a) a person having authority pursuant to Section 5 of the Cremation, Interment and Funeral Services Act of B.C. to authorize the disposition of the deceased person's human remains or cremated remains has completed, duly signed and witnessed at the Cemetery Office an interment authorization and / or any other documents required to facilitate the interment in a form approved by the City of Kelowna.

- (b) a permit to inter the remains has been obtained from the City and the fee for interment as specified in Schedule "A" has been paid, except as may be permitted otherwise under the terms of Sections 5.5, 5.6 and 5.7 of this bylaw.
- 5.2 Permit Form. All permits for interment of deceased persons in the Cemetery shall be in the form of Schedule "C".
- 5.3 Application for Permit. All applications for an interment permit must be made at least 48 hours (2 working days) in advance to the Cemetery Manager between the hours of 8:00 a.m. and 4:00 p.m. on all days of the week except Saturday and Sunday, Statutory Holiday, and in cases of emergency, as described in Sections 5.5, 5.6 and 5.7 of this bylaw.
- 5.4 Registration of Death. All persons applying for interments in the Cemetery shall furnish to the Cemetery Manager, the Registration of Death or Cremation Certificate and the following information for the purpose of record as required, before such interment be allowed:
- (a) The full name of the deceased and name of the property owner if not the same.
  - (b) Place of birth.
  - (c) Place of death.
  - (d) Cause of death.
  - (e) Age.
  - (f) Day, date and time of interment.
  - (g) Type of grave liner.
  - (h) Plot, lot, and or grave number in cases of pre-purchased family plots into which the deceased is to be interred.
  - (i) Name of Funeral Home.
  - (j) The name(s) and related addresses of the person(s) to receive the Licence for the plot.
  - (k) The name(s) and related addresses of the next of kin.

**BL9289 amended the following:**

- 5.5 Interment After Hours. Where a Medical Health Officer directs that a body be buried in the Cemetery during any period when the Cemetery is closed, permission to inter in the Cemetery shall be obtained from the Cemetery Manager, or in his absence, the Clerk.

**BL9783 amended the following:**

- 5.6 Details of Deceased. Where an interment in the Cemetery is performed under the conditions of Section 5.5 of this Bylaw, the person who permitted the interment and the person who performed the interment shall report the matter to the Cemetery Manager and the representative of the deceased shall furnish the Cemetery Manager with full details of the deceased as required by Section 5.4 of this Bylaw.
- 5.7 Provide Information. The information required to be given to the Cemetery Manager under the terms of Section 5.6 of this Bylaw shall be provided to the Cemetery Manager as soon after such interment as the City's offices are opened.
- 5.8 Order to Exhume. No deceased person interred in the Cemetery shall be exhumed except in compliance with the requirements of the *Cremation, Interment and Funeral Services Act* and upon payment of any fee required by and in compliance with all terms and conditions of this bylaw. The City's responsibility will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending funeral provider. The City is not responsible for damage to any casket, urn or other container sustained during exhumation.
- 5.9 Lawful Interment. It shall be unlawful to inter or cremate a deceased person within the Municipal boundary of the City except pursuant to the terms of the *Cremation, Interment and Funeral Services Act* and Regulations thereunder.
- 5.10 Disinterment. No interment in the Cemetery shall be disinterred except in compliance with the *Cremation, Interment and Funeral Services Act* and upon payment of any fee required by



and in compliance with all terms and conditions of this bylaw. The City's responsibility will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending funeral provider.

## **PART 6 - INTERMENT IN THE CEMETERY**

BL9289, BL9487, BL9738, BL10698, BL11144, BL11215 amended Part 6:

- 6.1 Human Remains Only. Only human remains and cremated remains shall be interred in the Cemetery and all interments shall be subject to and comply with the provisions of this bylaw.
- 6.2 Occupy Plot. The holder of a **Right of Interment** to use and occupy a **plot** in the Cemetery may transfer his right of use and occupancy to another family member subject to Section 3 of this Bylaw.
- 6.3 Communicable Disease. Where the remains of a person who died while suffering a communicable disease are to be buried in the Cemetery, any instruction given by the **Medical Health Officer** respecting the interment shall be fully and carefully followed by those who perform the interment.
- 6.4 Inform Caretaker. Where the body delivered to the Cemetery for interment is subject to direction of the **Medical Health Officer**, pursuant to the *Health Act*, the person delivering the body to the Cemetery shall so inform the **Caretaker**.
- 6.5 Grave Depth. Each interment in the Cemetery, other than the interment of cremated remains or in a lawn crypt, shall be made in a grave, which when filled and closed, provides not less than 0.914 m (3 ft.) 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.
- 6.6 Number of Interments In Sections C, D, E1, E2, E3 and G4 and in the upright monument portion of Sections A, B and E4 where the grave top is not covered by hard surfacing, two (2) casket interments plus two (2) cremated remains will be permitted in each large plot. In sections with designated Small Plots (child's plot), one interment is permitted in each small plot.

In Section G1 and G7 Block 1 Lawn Crypts, only two (2) casketed interments are allowed.

Section G7 Block 3 and Block 5 permits two (2) casketed interments (within the lawn crypt) and an additional two (2) cremated remains inurned (in liners) above the lawn crypt. An additional use fee will be applied for the third and subsequent burials in a single plot for these areas.

If cremated remains are interred first, and a casket interment follows at a later date, a disinterment fee will be charged for the removal of each cremated remains in order to inter the casketed remains in the crypt. A concurrent interment fee will then be charged for each cremated remains re-interred once the casketed remains have been interred.

The Garden Estates in Section G7 are exempt from the additional use fee.

- 6.7 Lower Depth. Where two interments are permitted in one **plot** and each interment is in respect to a body not in the form of cremated remains, the first interment shall be at a lower depth than the second and each of the two interments in the one grave shall comply with the requirements of Section 6.5 of this Bylaw.

- 6.8 Depth of Cremated Remains. Each interment of cremated remains in the Cemetery shall be made in a container encased in concrete or reinforced fibreglass or other material as approved by the City and shall be buried in the plot not less than 0.610 m (2 ft.) deep.
- 6.9 Grave Liners. A concrete or reinforced fibreglass grave liner shall be used for each interment, except where a concrete or steel vault is used or cremated remains are interred according to the requirements of Section 6.8 of this Bylaw.
- 6.10 Scattering of Cremated Remains. It shall be unlawful for any person to scatter cremated remains within the confines of the Cemetery except within a scattering garden or alongside the scattering trail. The scattering of cremated remains within the Promontory Green garden will consist only of a small portion of remains, where the majority of cremated remains are placed in an ossuary. All cremated remains that are placed in the scattering garden, alongside the scattering trail, or within the ossuary are considered non-recoverable and commingled. The placement of cremated remains in the ossuary will only be performed by Cemetery Staff. The scattering of remains alongside the scattering trail will be done by those in possession of the appropriate permit.
- 6.11 Liner Material. Each grave liner used in the Cemetery shall be made of concrete or reinforced fibreglass or other material, as approved by the Cemetery Manager.
- 6.12 Upright Monuments - Grave Space Embellishments (Cemetery Section E4). In Section E4 except for graves or grave spaces embellished prior to the date of this bylaw, no grave space shall be defined by a curb, coping, fence, railing or other means save by an upright marker and as specified in Schedule "F".
- 6.13 Hours of Interment. Except as otherwise authorized in this bylaw, no person shall inter any remains in the Cemetery except between the hours of 8:00 a.m. and 4:00 p.m. There will be an additional fee for interments scheduled after 3:00 p.m. as indicated in Schedule "A" of this bylaw.
- 6.14 No Interment(s) on Sundays or Statutory Holidays. No person shall inter any human remains in the Cemetery on Sunday or any Statutory Holiday unless written permission of the Cemetery Manager is first obtained, except in the emergency conditions as specified in Sections 5.5, 5.6 and 5.7 of this bylaw.
- 6.15 Grave Digging, Opening or Closing. No grave shall be dug, opened or closed by any person other than the Caretaker and his assigned helpers or other person duly authorized by the City. Witnesses to a grave closing must adhere to WorkSafe B.C. rules and regulations with the respect of safety and only with permission by the Cemetery Manager.
- 6.16 No Above Ground Structures. No structure for interment above ground shall be erected in Sections C, D, E1, E2 and E3 of the Cemetery, and each interment in the Cemetery shall conform to the requirements of Sections 6.5 to 6.11 of this Bylaw inclusive except where a vault or mausoleum already in the Cemetery contains space which a deceased person is entitled to occupy in which case interment may be permitted therein.
- 6.17 Bennett Memorial Columbarium. Notwithstanding the provisions of sub-sections 6.5 to 6.11 inclusive of this part, cremated remains may be placed in a container and secured in a niche of the Bennett Memorial Columbarium. The administration and operation of the columbarium shall be carried out in accordance with this bylaw.
- 6.18 Promontory Green Interment Garden. Notwithstanding the provisions of this section, the human remains or cremated remains may be interred in the Promontory Green Interment Garden. The administration and operation of the Promontory Green Interment Garden shall be carried out in accordance with this bylaw.

- 6.19 **Containers.** Human remains must be interred in a container that does not exceed 64 cm high x 76 cm wide x 221 cm long, provided that the container and liner do not exceed the size of the plot, and so long as the holder of the Interment Permit provides, at his or her sole cost, a grave liner large enough to enclose the container. All containers of human remains must be placed within a grave liner or precast concrete crypt.
- 6.20 **Cremated Remains Container** For every interment of cremated remains in a container, the grave will be dug to a depth sufficient to ensure that there are not less than 30 centimetres of earth between the top of the container and the level of the ground surrounding the grave. For every interment of cremated remains in a vault-type Memorial Marker, the grave will be dug to a depth sufficient to ensure that the Memorial Marker, once installed, is level with the surface of the ground. For every interment of cremated remains in a niche, the container(s) for cremated remains shall be made of metal, stone, or porcelain and must be manufactured for the express purpose of containing cremated remains.

**Promontory Green:** A single container or combination of (2) two containers shall not exceed 27 cm high x 27 cm wide x 27 cm deep

**Bennett Memorial Columbarium:** A single container or combination of (2) two containers shall not exceed \, 27 cm high x 27 cm wide x 36 cm deep.

**Legacy Gardens:** for single niche - A single container or combination of (2) two containers shall not 29cm high x 29cm wide x 29cm deep and for a family niche a single container or combination of (2) two to (4) four containers shall not exceed 29 cm high x 58cm wide x 29cm deep.

## PART 7 - DIRECTOR OF CIVIC OPERATIONS

BL10698 amended Part 7:

- 7.1 Notwithstanding any other provision contained herein, the Director shall be responsible for ensuring that the provisions of this bylaw are properly carried out.
- 7.2 The Director shall engage such staff as may be necessary to carry out the administrative and operational duties necessary under this bylaw, subject to Council's approval.
- 7.3 Any contracted personnel or City staff engaged in performing any duty under the jurisdiction of this bylaw shall be under the supervision of the Director.

## PART 8 - CEMETERY CARETAKER

- 8.1 **Duties of Caretaker.** Pursuant to Section 7.2 of this Bylaw, Council may authorize the appointment of a 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 workmen placed under his supervision:
- (a) the digging, preparation, opening and closing of graves as ordered by the Cemetery Manager, or by the Clerk, pursuant to this bylaw;
  - (b) the direction of all funerals in the Cemetery to the correct plot;
  - (c) the general work of the Cemetery grounds to maintain same in a neat and tidy condition; and
  - (d) the provision of care for the City-owned tools and equipment.

- 8.2 Caretaker Maintains Records. The Caretaker shall maintain records as directed by the Cemetery Manager and shall submit reports as required by him, and shall do such other work as the Cemetery Manager may require from time to time in relation to the Cemetery operation.

## PART 9 - ADMINISTRATION AND MAINTENANCE

BL9289 and BL10698 amended Part 9:

- 9.1 Administrative Records. The Cemetery Manager shall maintain such records as are necessary for the administration and management of the Cemetery and as are required by the *Cremation, Interment and Funeral Services Act*.
- 9.2 Subdivision Not Permitted. Effective the date of adoption of this bylaw, no subdivision of plots will be permitted.
- 9.3 Grant Right of Interment. The Cemetery Manager is hereby authorized on behalf of the City to grant a **Right of Interment** in the form set out in Schedule "B" in respect of any vacant and not issued **Right of Interment plot** in the Cemetery, according to the fees and charges specified in Schedule "A" and subject to the provisions of this bylaw.
- 9.4 Issues Permits. The Cemetery Manager shall issue all interment permits required by this bylaw, except as otherwise provided herein.
- 9.5 Notify Caretaker. Upon issuing any interment permits, or upon receiving an order for disinterment from the proper authority, the Cemetery Manager shall notify the Caretaker before the time of the intended interment or disinterment giving the name of the deceased and the number and location of the plot concerned.
- 9.6 Maintenance Fund. A fund shall be established to be known as the "Cemetery Maintenance Fund" and administered in accordance with the *Cremation, Interment And Funeral Services Act* and the *Community Charter*. The interest in this fund shall be used for the upkeep, care and repair of the Cemetery. The principal in this fund shall not be reduced other than in accordance with an order made pursuant to the *Cremation, Interment And Funeral Services Act*.
- 9.7 Replacement Fund. A fund shall be established to be known as the "Cemetery Replacement Fund". This fund shall be administered as a reserve fund in accordance with the *Community Charter*. The principal and interest in this fund shall be used for **development or replacement of Cemetery infrastructure**, or for the purchase and development of land for cemetery purposes in the future.
- 9.8 Reserve Accounts. Accounts shall be established to be known as the "Cemetery Maintenance Fund Account" and the "Cemetery Replacement Fund Account" respectively, into which the Treasurer shall pay the separate amounts received for each aforesaid respective Fund purpose, and such funds shall be held in the respective account pending investment as hereinafter provided.
- 9.9 Payments to Reserve Accounts. On all **Right of Interment Fees** for use of **Cemetery Plots**, and **Reservation Fees for Cemetery Plots**, the Treasurer shall pay into the "Cemetery Maintenance Fund Account" and the "Cemetery Replacement Fund Account" respectively, from the amount received for each **Right of Interment** or reservation sold, the fees as specified in Schedule "A".
- 9.10 Reserving Plots. On all **Right of Interment** for the use of or reservation of cemetery plots, and on all contracts or agreements for the sale of such **Right of Interment**, the amount required to be used for "Cemetery Maintenance Fund" and "Cemetery Replacement Fund" purposes shall be specified.

- 9.11 Markers. Any owner of a memorial marker, tablet, monument, memorial, ledger and or curbing desiring to install, or modify same in the Cemetery, shall pay to the City prior to the installation or modification of same, the fee specified in Schedule "A", as a contribution to the "Cemetery Maintenance Fund", and such amounts when received shall be paid by the Treasurer into the "Cemetery Maintenance Fund Account" for investment as hereinafter provided.
- 9.12 Monies Held in Trust. All monies received and deposited by the Treasurer in the "Cemetery Maintenance Fund" and "Cemetery Replacement Fund" accounts shall be held and invested as trust funds to be devoted solely to the purposes for which they were received.
- 9.13 The Cemetery Fund. A separate account of all monies received under the provisions of this bylaw and all monies expended hereunder shall be kept by the Treasurer and any surplus remaining of receipts over expenditures shall be paid at the end of each fiscal year into a fund to be known as "The Cemetery Fund" and same shall be invested by the City in accordance with the provisions of the *Local Government Act* and the principle and interest derived from such investment shall be expended on the upkeep and development of the Cemetery.

## PART 10 - ADORNMENT

BL9289, BL9783, BL10698, BL11144 & BL11215 amended Part 10:

- 10.1 Floral Offerings. For the purpose of regular maintenance in sections which are grass covered, only fresh cut flowers, wreaths or floral offerings may be placed on graves during the period March 16th to October 31st in any year, and during this period no person shall place or cause to be placed on the graves which are grass covered any artificial flowers or plants, statuary, glass objects, stands, vases, decorative containers, ornaments or any other offerings except as outlined herein.
- 10.2 Artificial Flowers. Artificial flowers may be placed on graves in sections which are grass covered during the period of November 1st through to March 15th of the following year, and if not removed by March 15th the artificial flowers and other decorations will be removed by the Caretaker, stored for one month and then disposed of if not claimed.
- In upright marker Sections of G1, G4 and G7 artificial floral arrangements are permitted year round if the marker has an approved vase permanently installed on its base.
- 10.3 Removal of Offerings. The Caretaker may remove and dispose of any offerings as specified in "Section 10.1" from any grave when the condition is considered by him to be a safety hazard, detrimental to the beauty of, or impedes maintenance of the Cemetery. The Cemetery cannot be held accountable for any offerings which are lost, stolen or removed by an act of vandalism.
- 10.4 Planting Restrictions. No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers or bulbs in the Cemetery other than a person authorized by the City to do so.
- 10.5 No Adornment Except as specifically provided in the bylaw, no part of the Cemetery or plot may be adorned in any manner by any person other than a Caretaker without the express authority of the Cemetery Manager, with the exercise of such authority to be within the Cemetery Managers sole discretion and, for greater clarity but without limiting the general prohibitive language of this section, no part of the Cemetery or plot may be adorned by any of the following:
- (a) arbours, trellis, fences, curbs, rails or other structures;
  - (b) trees, shrubs, hedges or other plant materials, other than potted flowering plants of not more than 50 centimetres in height and width and not secured to the ground in any manner, which the City reserves the express right to remove and destroy or otherwise destroy of at any time

after the placement of the same in order to facilitate maintenance of the Cemetery or due to the condition of the plant material.

- (c) Objects of remembrance or any other objects of any type whatsoever.
- (d) No person(s) shall burn incense or candles or other flammable products inside the cemetery at any time.

## MEMORIALS

- 10.6 Permit Required. Every person who desires to have installed or modified a memorial marker or tablet, on any plot or grave within the Cemetery, shall make application to the Cemetery Manager at the offices of the City for a permit in the form set out in Schedule "E", and shall, with such application, pay the fees set out in Schedule "A".
- 10.7 Enclosures. No grave or grave space shall be bounded or enclosed by a fence, hedges, railing except those that are allowed in the Pioneer Section or the Garden Estates of the Cemetery that are part of the design feature.
- 10.8 Specifications. Only memorials of the tablet variety and manufactured from stone, bronze, or any other material approved by the Cemetery Manager, which conform to the specifications as set out in Schedule "F", shall be placed and installed in the Cemetery, as follows:
  - (a) Each memorial marker shall be placed horizontally flat and level with the surrounding ground.
  - (b) Only one (1) memorial tablet shall be placed and installed on a Child plot regardless of interment depth.
  - (c) Where cremation memorial tablets are placed on a full-size adult plot in accordance with Schedule "F", the first cremation tablet shall be centred and set directly below the full size memorial. Each of the following cremation memorials shall, in turn, be centred directly below each other.
  - (d) All memorial markers placed in a Family Estate must be approved by the Cemetery Manager prior to installation. Where an upright memorial is placed in a Family Estate only one (1) will be permitted and shall not exceed the width and depth of the foundation provided. Where cremation memorial tablets are placed between the full-size adult plots in accordance with Schedule "F", the first cremation tablet shall be centred and set directly upon the cremation plot. Each of the following cremation memorials shall, in turn, be centred directly below each successive cremation plot. All ornamentation such as benches, large vases and other adornments must be made of granite or other materials that meet the approval of the Cemetery Manager.
- 10.9 Installation, Replacement, or Modification - Requests to have a new memorial tablet placed, to replace an existing memorial or to modify a memorial shall be made in the form set out in Schedule "E" together with payment of re-setting fee as set out in Schedule "A". All such requests must be with the consent of the next-of-kin; or may be granted at the discretion of the Cemetery Manager should the next-of-kin not be known, or unable to be located.
- 10.10 Temporary Markers. During the period from November 1<sup>st</sup> to the following March 15<sup>th</sup> in any year, temporary grave markers as approved by the Cemetery Manager may be used in all sections of the Cemetery. Temporary markers may not be used at other times and will be removed by the Caretaker.

- 10.11 Only Authorized Personnel. No memorial shall be placed, installed, or removed within the Cemetery by any persons other than the Caretaker or other person duly authorized to do so by the Cemetery Manager.
- 10.12 Not Liable. The City shall not be held liable for any breakage or damage to any memorial tablet or monument in the Cemetery, except as shall arise as the result of negligence or carelessness of the Caretaker or other employee of the City.
- 10.13 Tablets. All memorial markers delivered to the Cemetery must meet the specifications set out in Schedule "F". All memorial markers delivered to the Cemetery require a signature by the Cemetery Staff upon delivery. Any memorial marker that has been delivered to the Cemetery that does not meet the specifications set out in Schedule "F", or for which an Installation Permit has not been issued, will be kept for 30 days and then returned to the Company from which it was delivered at the Companies expense for the return of such memorial marker.
- 10.14 Removal. Should any memorial, marker, or tablet, grave cover or grave curbing placed or erected in the Cemetery be in a state of disrepair such that it might be hazardous to the public or detrimental to the maintenance of the Cemetery, the Cemetery Manager may, after 30 days notice in writing to the next-of-kin at his last known address, have the memorial, marker, or tablet, grave cover or grave curbing removed from the Cemetery if it has not been repaired in accordance with the notice.

#### **PIONEER SECTION**

- 10.15 Permit Required. No person shall erect any monument or place any memorial or construct any curbing or ledger around or on any plot, or portion of a plot in the Pioneer Section until they have paid the fees as set out in Schedule "A" and have received a permit in accordance with Schedule "E". Only plots, which have received the second (2nd) full size interment, will be considered for approval to allow the installation of a concrete ledger.
- 10.16 Costs of Removal. Should any excessive sized monument, curbing, or ledger placed in the Pioneer Section need to be removed to accommodate an interment, the cost of such work is the responsibility of the family or their agent. The City will endeavour to do such removals with care and caution, but will not be responsible for the repair or cost of repair for damage to an excessive sized monument, curbing or ledger that is placed in the Pioneer Section prior to the interment."
- 10.17 Information Required. Prior to obtaining such permit the applicant shall file with the Cemetery Manager a statement setting forth in detail:
- (a) The size of the base of the proposed monument;
  - (b) The weight of the said monument;
  - (c) The material of which said monument is constructed;
  - (d) The size of the proposed memorial marker and the material of which it is to be constructed; and
  - (e) The number of lineal feet of curbing required.
  - (f) A sketch of the project, including, but not limited to size, thickness of ledger, size and intervals of re-enforcement bar and other materials used.
- 10.18 Placement. All memorials erected in the Pioneer Section shall be placed to the specifications of the Cemetery Manager, and must be constructed of granite or bronze and have a base of at least 150 mm (6 inches) which may be constructed of concrete.
- 10.19 Prohibited Materials. No monument or curbing shall be constructed of wood, and the use of marble for monuments or memorial markers is expressly prohibited.
- 10.20 Curbing. All curbing shall be of cement or granite and must be laid by the applicant or their agent so as to form a proper joint with the adjoining curb.

All cement curbs shall have a facing of 150 mm (6 inches) and a depth of 250 mm (10 inches) and shall be set 150 mm (6 inches) above grade at plot line, and shall be set on a solid foundation.

Reinforcement bar must be placed within the concrete curb at such spacing and diameter of reinforcement bar to match standard construction processes.

- 10.21 Ledger. Concrete ledger must be a minimum of 4 inches thick with reinforcement mesh placed within the ledger based on standard construction practices.
- 10.22 Notification. The Cemetery Manager shall be notified no less than one week before any monument is erected, or curbing or a cement ledger is laid on any grave.

## **PART 11 - GENERAL REGULATIONS**

BL9289 and BL9738 amended Part 11:

- 11.1 Cemetery Damage. No person shall damage or deface any memorial, monument, fence, gate, or structure in the Cemetery, or any improvements in the Cemetery.
- 11.2 Damage to Cemetery. Any person who wilfully destroys, mutilates, defaces, injures, or removes any tomb, monument, memorial, or other structure placed in the Cemetery, or any fence, railing or other work for the protection or ornament of the Cemetery, or any tomb, monument, memorial, or other structure aforesaid or plot within the Cemetery, or wilfully destroys, cuts, breaks or injures any shrub or plant, or plays at any game or sport, or who wilfully or unlawfully disturbs persons assembled for the purpose of interring 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 thing in the Cemetery, or in any way violates any grave, tomb, tomb-stone, vault, memorial or other structure within the same shall be guilty of an infraction of this bylaw and be liable on summary conviction therefore to the penalties hereinafter set out.
- 11.3 Cemetery Access/Speed. 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 10 miles per hour (15 km/h), and all vehicles and their drivers while in the Cemetery grounds shall be subject to the directions and orders of the Caretaker.
- 11.4 Solicitation. No person shall solicit orders for markers, tablets, memorials, curbings, cappings, or like works within the limits of the Cemetery other than those authorized by the Cemetery Manager.
- 11.5 Obey Caretaker. All persons and funeral processions in the Cemetery shall obey the reasonable instructions of the Caretaker, and 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.
- 11.6 Discharging Firearms. The discharge of firearms, other than as authorized by the Cemetery Manager, is prohibited in the Cemetery.
- 11.7 Hours of Operation. The Cemetery shall be open between the hours of 7:00 a.m. and 8:00 p.m. during the period March 16th to October 31st each year and between the hours of 7:00 a.m. and 5:00 p.m. during the period of November 1st to March 15th each year. Any person in the Cemetery after these hours without special permission of the Caretaker, Cemetery Manager, or other person authorized by the City to grant such permission, shall be deemed guilty of an infraction of this bylaw and liable on summary conviction therefor to the penalties thereof.



- 11.8 Penalties. Any person guilty of an infraction or violation of any of the provisions of this bylaw shall be liable, on summary conviction, to a fine of up to Two Thousand Dollars (\$2,000.00).
- 11.9 Temporary Removal of Markers. The Cemetery Manager may arrange for the temporary removal of a marker without the owner's permission if, during the excavation of an adjoining grave, the marker is found to be a hazard to the safety of workers in the excavation or to gain access to a plot for grave site preparation, provided that the marker is replaced in its original position on the grave from which it was removed as soon as possible after the excavation has been filled, and provided that the owner of the marker is not charged with the cost of the work, unless he is also the owner of the plot in which the excavation is being made, and provided also that the City or its agents repairs at its expense any damage occasioned to the marker so removed and replaced.
- 11.10 General Maintenance. General maintenance work which will be performed without cost to the plot or grave owner includes the cutting and/or removal of grass and weeds, gathering of leaves and trash, maintaining roads in passable condition, watering of serviced areas, shade tree care and such grading and improvements to grounds as may be necessary at the discretion of the Cemetery Manager.
- 11.11 Excessive Maintenance. Areas which create excessive maintenance, such as plots or groups of plots, enclosed or surrounded by concrete, ornamental rock cover, walls, hedges, shrubs, trees, monuments, raised memorials or other edifices are the responsibility of the families to be kept clean and tidy. The City and its employees will not be liable or responsible for loss or damage, or any repairs necessitated by or caused from an Act of God, the elements, thieves, vandals, unavoidable accidents, insurrection or other cause.
- 11.12 Right to Correct Errors. The City reserves, and shall have the right to correct any errors that may be made by it, either in making interments, disinterments or removals, or in the inscriptions, transfer, or conveyance by substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the City or, in the sole discretion of the City, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the City reserves and shall have the right to remove and transfer such remains so interred, to such other property of equal value and similar location as may be substituted and conveyed in lieu of. The City shall not be liable in respect to any such errors, except as aforesaid.

**PART 12 - REPEAL AND ENACTMENT**

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

12.2 Repeal. "Kelowna Memorial Park Cemetery Bylaw No. 7627" and all amendments are hereby repealed.

Read a first, second and third time by the Municipal Council this 24<sup>th</sup> day of June, 2002

Received approval in principle under the *Cremation, Interment and Funeral Services Act* this 17<sup>th</sup> day of June, 2002.

Adopted by the Municipal Council of the City of Kelowna this 15<sup>th</sup> day of July, 2002.

\_\_\_\_\_  
"Walter Gray"

Mayor

\_\_\_\_\_  
"Allison Flack"

Deputy City Clerk

Filed with the Office of the Business Practices and Consumer Protection Authority this

\_\_\_\_\_  
Director

BL9738, BL9783, BL10698 and BL10903 amended Schedule "A" and BL11144 & BL11215 replaced Schedule "A":

**KELOWNA MEMORIAL PARK CEMETERY'S FEE SCHEDULE "A"**

<b>PRODUCT/SERVICE</b> <i>Non-residents add 25% to all fees</i>		<b>5% Annual Increase Effective 01/01/16</b>	<b>5% Annual Increase Effective 01/01/17</b>	<b>5% Annual Increase Effective 01/01/18</b>
	<b>2015 Base Fee</b>	<b>2016 Base Fee</b>	<b>2017 Base Fee</b>	<b>2018 Base Fee</b>

**CASKET PLOTS**

\*Grave liner required

**UPRIGHT MARKER SECTIONS**

**G1, G7 Lawn Crypt**

Right of Interment	\$2,142	\$2,249	\$2,362	\$2,480
Cemetery Replacement Fund	\$1,071	\$1,125	\$1,181	\$1,240
Cemetery Maintenance Fund	\$1,071	\$1,125	\$1,181	\$1,240
<b>Total</b>	<b>\$4,284</b>	<b>\$4,499</b>	<b>\$4,724</b>	<b>\$4,960</b>

**G4 Large Plot \***

Right of Interment	\$1,038	\$1,090	\$1,144	\$1,202
Cemetery Replacement Fund	\$519	\$545	\$572	\$601
Cemetery Maintenance Fund	\$519	\$545	\$572	\$601
<b>Total</b>	<b>\$2,076</b>	<b>\$2,180</b>	<b>\$2,288</b>	<b>\$2,404</b>

**FLAT MARKER SECTIONS**

**G7 Lawn Crypt**

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$772	\$811	\$851	\$894
Cemetery Maintenance Fund	\$772	\$811	\$851	\$894
<b>Total</b>	<b>\$3,088</b>	<b>\$3,243</b>	<b>\$3,404</b>	<b>\$3,575</b>

**C,D,E, G4 Large Plot \***

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
<b>Total</b>	<b>\$1,481</b>	<b>\$1,556</b>	<b>\$1,633</b>	<b>\$1,714</b>

**DRY LANDSCAPE SECTIONS**

**A,B\* - Existing inventory as of Dec. 1, 2015**

Right of Interment	\$260	\$272	\$285	\$300
Cemetery Replacement Fund	\$129	\$136	\$143	\$150
Cemetery Maintenance Fund	\$129	\$136	\$143	\$150
<b>Total</b>	<b>\$518</b>	<b>\$544</b>	<b>\$571</b>	<b>\$600</b>

**A,B\* - Inventory returned to KMPC after Dec. 1, 2015**

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
<b>Total</b>	<b>\$1,481</b>	<b>\$1,556</b>	<b>\$1,633</b>	<b>\$1,714</b>

**SMALL PLOTS (Child's Plot)****Section A,C, D (3'x5')\***

Right of Interment	\$188	\$197	\$207	\$218
Cemetery Replacement Fund	\$94	\$99	\$104	\$109
Cemetery Maintenance Fund	\$94	\$99	\$104	\$109
<b>Total</b>	<b>\$376</b>	<b>\$395</b>	<b>\$415</b>	<b>\$436</b>

**ESTATE PLOTS**

**All Estate Plots Include: 2 Double Depth Lawn Crypts (space for 4 caskets), 8 Companion Cremation Plots (Space for 16 Urns), Marker Foundations**

**Section G7****PRIVATE ESTATE**

**Also Includes: Granite Bench, Arched Gate Feature - c/w**

**Bronze Name Plate , Garden Beds**

Right of Interment	\$29,850	\$31,343	\$32,910	\$34,555
Cemetery Replacement Fund	\$14,926	\$15,672	\$16,456	\$17,279
Cemetery Maintenance Fund	\$14,926	\$15,672	\$16,456	\$17,279
<b>Total</b>	<b>\$59,702</b>	<b>\$62,687</b>	<b>\$65,822</b>	<b>\$69,113</b>

**SEMI PRIVATE ESTATE**

**Also includes: Shared Granite Bench, Flower Beds**

Right of Interment	\$22,018	\$23,119	\$24,275	\$25,489
Cemetery Replacement Fund	\$11,008	\$11,558	\$12,136	\$12,743
Cemetery Maintenance Fund	\$11,008	\$11,558	\$12,136	\$12,743
<b>Total</b>	<b>\$44,034</b>	<b>\$46,235</b>	<b>\$48,547</b>	<b>\$50,975</b>

**IN-GROUND CREMATED REMAINS PLOT**

**\*Grave liner required**

**COMPANION PLOTS (Space for 2 Urns)****Section C (1.5' x 2') & SECTION D (2.5' x 1.5')\***

PLOT PRICE	\$249	\$261	\$275	\$288
CEMETERY REPLACEMENT FUND	\$124.50	\$131	\$137	\$144
CEMETERY MAINTENANCE FUND	\$124.50	\$131	\$137	\$144
<b>Total</b>	<b>\$498</b>	<b>\$523</b>	<b>\$549</b>	<b>\$576</b>

**Section G5 / G6 \***

Right of Interment	\$309	\$324	\$341	\$358
Cemetery Replacement Fund	\$154	\$162	\$170	\$178
Cemetery Maintenance Fund	\$154	\$162	\$170	\$178
<b>Total</b>	<b>\$617</b>	<b>\$648</b>	<b>\$681</b>	<b>\$714</b>

**Section G3****Promontory Green Interment Garden Plot \***

Right of Interment	\$401	\$421	\$442	\$464
Cemetery Replacement Fund	\$201	\$211	\$222	\$233
Cemetery Maintenance Fund	\$201	\$211	\$222	\$233
<b>Total</b>	<b>\$803</b>	<b>\$843</b>	<b>\$886</b>	<b>\$930</b>

**FAMILY PLOTS (Space for 6 Urns)****Section G5 & G6\***

Right of Interment	\$617	\$648	\$680	\$714
Cemetery Replacement Fund	\$309	\$324	\$341	\$358
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
<b>Total</b>	<b>\$1,235</b>	<b>\$1,296</b>	<b>\$1,362</b>	<b>\$1,430</b>

**Section G3**

**Promontory Green Interment Garden Plot\***

Right of Interment	\$741	\$778	\$817	\$858
Cemetery Replacement Fund	\$370	\$389	\$408	\$428
Cemetery Maintenance Fund	\$370	\$389	\$408	\$428
<b>Total</b>	<b>\$1,481</b>	<b>\$1,556</b>	<b>\$1,633</b>	<b>\$1,714</b>

**MAUSOLEA**

**LEGACY GARDENS – Section D**

**Single Crypt (\*no increase from 2015-2016)**

**Level 1**

Right of Interment	\$8538	\$8538	\$8,965	\$9,413
Cemetery Replacement Fund	\$6,830	\$6,830	\$7,171	\$7,529
Cemetery Maintenance Fund	\$1,707	\$1,707	\$1,792	\$1,882
<b>Total</b>	<b>\$17,075</b>	<b>\$17,075*</b>	<b>\$17,928</b>	<b>\$18,824</b>

**Level 2**

Right of Interment	\$8,803	\$8,803	\$9,242	\$9,705
Cemetery Replacement Fund	\$7,042	\$7,042	\$7,394	\$7,764
Cemetery Maintenance Fund	\$1,760	\$1,760	\$1,848	\$1,940
<b>Total</b>	<b>\$17,605</b>	<b>\$17,605*</b>	<b>\$18,484</b>	<b>\$19,409</b>

**Level 3**

Right of Interment	\$8,902	\$8,902	\$9,346	\$9,813
Cemetery Replacement Fund	\$7,120	\$7,120	\$7,477	\$7,851
Cemetery Maintenance Fund	\$1,780	\$1,780	\$1,869	\$1,962
<b>Total</b>	<b>\$17,802</b>	<b>\$17,802*</b>	<b>\$18,692</b>	<b>\$19,626</b>

**PROMONTORY GREEN - Section G2**

**Single Crypt – Includes Standard Crypt Plate, Vase, Open/Close Fee and Second Year Date Plate**

**Level 1**

Right of Interment	\$6,300	\$6,615	\$6,946	\$7,293
Cemetery Replacement Fund	\$5,040	\$5,292	\$5,557	\$5,834
Cemetery Maintenance Fund	\$1,261	\$1,324	\$1,390	\$1,460
<b>Total</b>	<b>\$12,601</b>	<b>\$13,231</b>	<b>\$13,893</b>	<b>\$14,587</b>

**Level 2**

Right of Interment	\$7,560	\$7,938	\$8,335	\$8,752
Cemetery Replacement Fund	\$6,048	\$6,350	\$6,668	\$7,001
Cemetery Maintenance Fund	\$1,512	\$1,588	\$1,667	\$1,750
<b>Total</b>	<b>\$15,119</b>	<b>\$15,876</b>	<b>\$16,670</b>	<b>\$17,503</b>

**Level 3**

Right of Interment	\$7,121	\$7,477	\$7,851	\$8,243
Cemetery Replacement Fund	\$5,696	\$5,981	\$6,280	\$6,594
Cemetery Maintenance Fund	\$1,423	\$1,494	\$1,569	\$1,647
<b>Total</b>	<b>\$14,240</b>	<b>\$14,952</b>	<b>\$15,700</b>	<b>\$16,484</b>

**Couch Crypt** – Includes Standard Crypt Plate, Vase, Open/Close Fee and Second Year Date Plate

**Level 1, 2, and 3**

Right of Interment	\$10,495	\$11,020	\$11,571	\$12,149
Cemetery Replacement Fund	\$8,396	\$8,816	\$9,257	\$9,719
Cemetery Maintenance Fund	\$2,099	\$2,204	\$2,314	\$2,430
<b>Total</b>	<b>\$20,990</b>	<b>\$22,040</b>	<b>\$23,142</b>	<b>\$24,298</b>

**NICHES**

**LEGACY GARDENS – Section D**

**Phase One (\*no increase from 2015-2016)**

**Level 1**

Right of Interment	\$1,623	\$1,623	\$1,704	\$1,788
Cemetery Replacement Fund	\$1,298	\$1,298	\$1,363	\$1,431
Cemetery Maintenance Fund	\$324	\$324	\$340	\$358
<b>Total</b>	<b>\$3,245</b>	<b>\$3,245*</b>	<b>\$3,407</b>	<b>\$3,577</b>

**Level 2**

Right of Interment	\$1,793	\$1,793	\$1,882	\$1,976
Cemetery Replacement Fund	\$1,434	\$1,434	\$1,506	\$1,581
Cemetery Maintenance Fund	\$358	\$358	\$376	\$395
<b>Total</b>	<b>\$3,585</b>	<b>\$3,585 *</b>	<b>\$3,764</b>	<b>\$3,952</b>

**Level 3/4/5**

Right of Interment	\$1,899	\$1,899	\$1,995	\$2,094
Cemetery Replacement Fund	\$1,520	\$1,520	\$1,595	\$1,675
Cemetery Maintenance Fund	\$379	\$379	\$3,98	\$4,18
<b>Total</b>	<b>\$3,798</b>	<b>\$3,798 *</b>	<b>\$3,988</b>	<b>\$4,187</b>

**Family Niches**

**Level 3/4/5**

Right of Interment		\$3,988	\$4,187	\$4,396
Cemetery Replacement Fund		\$3,190	\$3,349	\$3,517
Cemetery Maintenance Fund		\$797	\$837	\$879
<b>Total</b>		<b>\$7,975</b>	<b>\$8,373</b>	<b>\$8,792</b>

**Family Vessels – Includes One Family name engraved on vessel**

Right of Interment		\$6,225	\$6,536	\$6,863
Cemetery Replacement Fund		\$4,980	\$5,229	\$5,491
Cemetery Maintenance Fund		\$1,244	\$1,307	\$1,372
<b>Total</b>		<b>\$12,449</b>	<b>\$13,072</b>	<b>\$13,726</b>

**BENNETT MEMORIAL**

**Concord** - Includes Bronze Wreath and birth year date plate

Right of Interment	\$1,396	\$1,466	\$1,539	\$1,616
Cemetery Replacement Fund	\$698	\$733	\$770	\$808
Cemetery Maintenance Fund	211	\$222	\$233	\$244
<b>Total</b>	<b>\$2,365</b>	<b>\$2,483</b>	<b>\$2,607</b>	<b>\$2,738</b>

**Curved Wall** –Includes Open/Close Fee

**Level 1**

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,362	\$1,430
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
<b>Total</b>	<b>\$3,089</b>	<b>\$3,242</b>	<b>\$3,405</b>	<b>\$3,575</b>

**Level 2**

Right of Interment	\$1,636	\$1,769	\$1,858	\$1,951
Cemetery Replacement Fund	\$1,310	\$1,415	\$1,486	\$1,560
Cemetery Maintenance Fund	\$317	\$353	\$370	\$389
<b>Total</b>	<b>\$3,273</b>	<b>\$3,537</b>	<b>\$3,714</b>	<b>\$3,900</b>

**Level 3**

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,499	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
<b>Total</b>	<b>\$3,364</b>	<b>\$3,532</b>	<b>\$3,709</b>	<b>\$3,894</b>

**Round Unit** - Includes Open/Close Fee

**Level 1 & 6**

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,362	\$1,430
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
<b>Total</b>	<b>\$3,089</b>	<b>\$3,242</b>	<b>\$3,405</b>	<b>\$3,575</b>

**Level 2 &5**

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,443	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
<b>Total</b>	<b>\$3,273</b>	<b>\$3,437</b>	<b>\$3,608</b>	<b>\$3,789</b>

**Level 3&4**

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,499	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
<b>Total</b>	<b>\$3,364</b>	<b>\$3,532</b>	<b>\$3,709</b>	<b>\$3,894</b>

**PROMONTORY GREEN INTERMENT GARDEN**

**Section G2** - Includes Standard Niche Plate, Second Year

Date Plate and Open/Close fee

**LEVEL 1**

Right of Interment	\$1,544	\$1,621	\$1,702	\$1,787
Cemetery Replacement Fund	\$1,236	\$1,298	\$1,362	\$1,430
Cemetery Maintenance Fund	\$309	\$324	\$341	\$358
<b>Total</b>	<b>\$3,089</b>	<b>\$3,242</b>	<b>\$3,405</b>	<b>\$3,575</b>

**Level 2**

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,443	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
<b>Total</b>	<b>\$3,273</b>	<b>\$3,437</b>	<b>\$3,608</b>	<b>\$3,789</b>

**Level 3**

Right of Interment	\$1,699	\$1,784	\$1,873	\$1,967
Cemetery Replacement Fund	\$1,359	\$1,427	\$1,499	\$1,573
Cemetery Maintenance Fund	\$306	\$321	\$337	\$354
<b>Total</b>	<b>\$3,364</b>	<b>\$3,532</b>	<b>\$3,709</b>	<b>\$3,894</b>

**Level 4**

Right of Interment	\$1,636	\$1,718	\$1,804	\$1,894
Cemetery Replacement Fund	\$1,310	\$1,376	\$1,443	\$1,516
Cemetery Maintenance Fund	\$327	\$343	\$361	\$379
<b>Total</b>	<b>\$3,273</b>	<b>\$3,437</b>	<b>\$3,608</b>	<b>\$3,789</b>

**SCATTERING**

**PROMONTORY GREEN INTERMENT GARDEN  
SCATTERING GARDEN OSSUARY or  
SCATTERING TRAIL**

**Scattering Only**

Right of Interment	\$75	\$79	\$83	\$87
Cemetery Replacement Fund	\$39	\$41	\$43	\$45
Cemetery Maintenance Fund	\$39	\$41	\$43	\$45
<b>Total</b>	<b>\$153</b>	<b>\$161</b>	<b>\$169</b>	<b>\$177</b>

**Scattering with Name Plate**

Right of Interment	\$279	\$293	\$308	\$323
Cemetery Replacement Fund	\$141	\$148	\$156	\$163
Cemetery Maintenance Fund	\$141	\$148	\$155	\$163
<b>Total</b>	<b>\$561</b>	<b>\$589</b>	<b>\$619</b>	<b>\$649</b>

**Promontory Green Memorial Wall Space – Name Plate Only**

Right of Interment	\$279	\$293	\$308	\$323
Cemetery Replacement Fund	\$141	\$148	\$156	\$163
Cemetery Maintenance Fund	\$141	\$148	\$155	\$163
<b>Total</b>	<b>\$561</b>	<b>\$589</b>	<b>\$619</b>	<b>\$649</b>

<b>PRODUCT/SERVICES</b> <i>Non-residents add 25% to all fees</i>	<b>2015 Fee</b>	<b>5% Annual Increase 2016 Fee</b>	<b>5% Annual Increase 2017 Fee</b>	<b>5% Annual Increase 2018 Fee</b>
---	-----------------	--	--	--

**INTERMENT PERMIT**

**Open/Close Fees**

Casket - Burial	\$816	\$857	\$900	\$945
Casket - Mausoleum	\$850	\$892	\$936	\$982
Cremated Remains – In-ground	\$357	\$375	\$394	\$413
Cremated Remains - Niche	\$357	\$375	\$394	\$413
Children Under 12 Years of Age – interred in a designated Child Plot ( SMALL PLOTS - Section A,C, D (3'x5') )	\$ 0	\$ 0	\$ 0	\$ 0



**Concurrent Interment Per**

Casket	\$408	\$428	\$449	\$471
Cremated Remains – in-ground	\$179	\$187	\$196	\$205
Cremated Remains - niche	\$138	\$144	\$151	\$158

**Additional Fees**

Interments After 3PM	\$459	\$482	\$506	\$531
Weekend/Holiday Services	\$816	\$857	\$900	\$945
Deepening Large Plot	\$1,236	\$1,298	\$1,363	\$1,431
Deepening Cremation Plot	\$309	\$324	\$341	\$358
Additional Use Fee (3RD/+ INTERMENT for in-ground plots)	\$309	\$324	\$341	\$358

**DISINTERMENT PERMIT**

Casket	\$1,236	\$1,298	\$1,363	\$1,431
Cremated Remains	\$309	\$395	\$415	\$435

**ADMINISTRATIVE FEES**

Transferring a Plot/Surrendering a Plot/Add Name to Reservation	\$62	\$65	\$68	\$72
---	------	------	------	------

**LINERS**

Standard Size	\$494	\$519	\$545	\$572
Child's Liner	\$186	\$195	\$205	\$215
Cremation Liners (in ground)	\$154	\$162	\$170	\$178
Handling and Placing Liners (vaults) Supplied by Funeral Homes	\$309	\$324	\$341	\$358

**MEMORIALS**

**Marker Permit** - Installation of Markers by the City in Sections C, D, E1,E2,E3,G3,G4,G5 & G6

Cemetery Maintenance Fund	\$128	\$134	\$141	\$148
Installation	\$191	\$201	\$211	\$221
<b>Total</b>	<b>\$319</b>	<b>\$335</b>	<b>\$352</b>	<b>\$369</b>

<b>Marker Permit</b> – Installation of Markers by Others in Sections A, B and Upright Marker Sections of Section G	\$186	\$195	\$205	\$215
--	-------	-------	-------	-------

<b>Marker Modification Permit</b> - Resetting/Removal/Reinstallation of Marker	\$62	\$65	\$68	\$72
--	------	------	------	------

<b>Disposal of Marker</b>	\$84	\$88	\$93	\$97
---------------------------	------	------	------	------

<b>Engraving of Shutter</b> (niche – each occurrence)	\$235	\$247	\$259	\$272
---	-------	-------	-------	-------

<b>Supply Second Year Date Plate for Niche/Mausolea</b>	\$153	\$161	\$169	\$177
---	-------	-------	-------	-------

<b>Replacement Shutter</b> – Single Niche - Legacy Gardens		\$70	\$74	\$78
<b>Replacement Shutter</b> – Double Niche – Legacy Gardens		\$140	\$147	\$154

<b>Family Vessel Plaques Per</b> - Legacy Gardens		\$280	\$294	\$309
---	--	-------	-------	-------

**VASES**

<b>Bud Vase - Niches</b>	\$201	\$211	\$222	\$233
<b>Bud Vase - Mausolea</b>		\$314	\$330	\$347
<b>In-Ground Galvanized Flower Vase</b>	\$64	\$67	\$71	\$74
<b>In-Ground Galvanized Flower Vase – Supplied by Funeral Home</b>	\$25	\$26	\$28	\$29

**ADDITIONAL SERVICES**

Canopy Service (Second Tent)	\$105	\$110	\$116	\$122
To Supply Pall Bearer Per (Two Employees)	\$91	\$96	\$100	\$105

**Dedication Program**

Memorial Tree (with plaque at cemetery only -) –includes scattering of ashes at KMPC Scattering Garden or Trail	\$1,122	\$1,178	\$1,237	\$1,299
Memorial Tree (no plaque – all sites besides KMPC)	\$1,122	\$1,178	\$1,237	\$1,299
Memorial Bench (with plaque)	\$2,550	\$2,678	\$2,811	\$2,952
Memorial Bench (existing bench, adding a plaque)	\$1850	\$1943	\$2040	\$2142
Adding Second Plaque to Existing Memorial Bench or Tree	\$620	\$651	\$684	\$718
Memorial Table (with plaque)	\$2,550	\$2,678	\$2,811	\$2,952

BL9289, BL10358 and BL10698 replaced amended Schedule "B":  
**SCHEDULE "B"**

**KELOWNA MEMORIAL PARK CEMETERY**

**1991 BERNARD AVENUE, KELOWNA BC V1Y 9V7**

**RIGHT OF INTERMENT NO.**

**RIGHT OF INTERMENT**

**RECEIPT NO.**

INCONSIDERATION

\_\_\_\_\_

(Name or Company)

AS AGENT FOR

(Right of Interment)

OF

(Right of Interment address)

HAVING PAID THE SUM SHOWN IN THE RECEIPT BELOW FOR A RIGHT OF INTERMENT,  
 PERMISSION IS HEREBY GRANTED TO:

(Name of person  
to be interred)

TO USE OR OCCUPY:

This Right of Interment is subject to Kelowna Memorial Park Cemetery Bylaw No. 8807 as amended or replaced from time to time, and any other bylaw applicable thereto being in force in the City of Kelowna. In granting the Right of Interment, the City of Kelowna undertakes to maintain a Cemetery Maintenance Fund for the maintenance of the grave space specified herein and the Cemetery of which it forms part, and will set aside within the present calendar year for the use of the Cemetery Maintenance Fund a portion of the fee as specified below.

The Right of Interment is hereby notified in accordance with the *Cremation, Interment and Funeral Services Act* that prior to the installation of any marker, monument, ledger, or curbing on the grave site sold, the purchaser must pay to the City of Kelowna the fee in effect as specified by the Cemetery Bylaw in force at the time of payment, as a contribution to the Cemetery Maintenance Fund.

NOTE: This Right of Interment is not transferable.

DATED \_\_\_\_\_

ISSUED BY: \_\_\_\_\_

ACCOUNT NO.	DESCRIPTION OF FEES	AMOUNT
	RIGHT OF INTERMENT FEE	
	CEMETERY MAINTENANCE FUND	
	CEMETERY REPLACEMENT FUND	
	APPLICABLE TAXES	
	TOTAL DUE	

\$20.00 Service charge for returned cheques.  
 A returned cheque invalidates this receipt.  
 This receipt is not valid unless stamped and signed.

TERMS AND CONDITIONS OF RIGHT OF INTERMENT (Schedule "B")

A refund for cancellation of Right of Interment will be a sum equivalent to that paid for such Right of Interment at the time of issuance less the maintenance fee paid at the time of issuance.

1. This Right of Interment is for the use of the plot only and all fees and charges relate solely to the plot and do not include any other charges, including without limitation, charges for:
  - (a) grave services, such as opening and closing graves at time of interment or disinterment
  - (b) provision of grave liners
  - (c) provision of cremated remain liners
  - (d) permits for the installation of Memorial Markers
  - (e) additional use fee for the 3<sup>rd</sup> or subsequent burial

all of which charges will be assessed at the time of actual interment in accordance with the fees and charges then in effect under the bylaw or any subsequent bylaw.

2. The Right of Interment is conditional upon the Applicant complying in all respects with the terms and conditions of this bylaw and the *Cremation, Interment and Funeral Services Act*. A failure by the Applicant to so comply will entitle the City to either correct the failure at the Applicant's cost or, where interment in the plot has not yet occurred, revoke this Right of Interment upon repayment to the Applicant of the plot price less the Cemetery Maintenance Fund.
3. Subject to the City's rights to reclaim the plot pursuant to the *Cremation, Interment and Funeral Services Act*, the plot may be surrendered to the City at any time, the City will pay to the legal owner of such plot the plot price paid pursuant to this agreement less the Cemetery Maintenance Fund.
4. The City reserves the right to procure, store, or install goods covered by this agreement, and to be reimbursed immediately for any goods or services that have been prepaid in advance of need. In return, the City guarantees to deliver the goods and services when required without additional charge. Any funds paid by the City for goods and services under this agreement will not be refundable to the Purchaser once the City has started to discharge the obligation to provide these goods and services even if only by the pre-need procurement, storage or installation of these goods. Should the plot that is to be surrendered have any memorial, surround or coping, the Cemetery may deduct the cost to remove and dispose of such memorials out of any monies paid for the purposes of a Right of Interment cancellation.

The foregoing terms and conditions of the Right of Interment are hereby acknowledged and agreed to by the Applicant.

DATED AT KELOWNA, BC this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

\_\_\_\_\_  
Signature of Applicant

BL9289 and BL10358 amended Schedule "C":

# SCHEDULE "C"

KELOWNA MEMORIAL PARK CEMETERY  
1991 BERNARD AVENUE, KELOWNA, BC V1Y 9V7  
INTERMENT PERMIT

RECEIPT NO. \_\_\_\_\_

IN CONSIDERATION OF THE SUM AS DETAILED IN THE RECEIPT BELOW BEING PAID AND UPON PRESENTATION OF "NOTICE OF REGISTRATION OF DEATH" OR A "WARRANT TO BURY" ISSUED BY A CORONER; PERMISSION IS HEREBY GIVEN

TO \_\_\_\_\_ (Name or Company)

TO HAVE THE REMAINS/ASHES OF \_\_\_\_\_ (Name of person to be interred)

INTERRED IN; SECTION \_\_\_\_\_ ROW \_\_\_\_\_ LOT \_\_\_\_\_

AT A DEPTH OF: \_\_\_\_\_ ON: \_\_\_\_\_

DATED \_\_\_\_\_  
ISSUED BY: \_\_\_\_\_

ACCOUNT NO.	DESCRIPTION OF FEES	AMOUNT
	SUPPLY AND PLACE LINER	
	OPENING AND CLOSING GRAVE	
	WEEKEND AND HOLIDAY FEE	
	WEEKDAY FUNERAL AFTER 3:00 P.M.	
	APPLICABLE TAXES	
	OTHER (SPECIFY)	
	TOTAL DUE	_____ \$

\$20.00 Service charge for returned cheques.  
A returned cheque invalidates this receipt.  
This receipt is not valid unless signed and imprinted by cash register.

BL10358 amended Schedule "D":

**SCHEDULE "D"**  
**KELOWNA MEMORIAL PARK CEMETERY**  
1991 Bernard Avenue, Kelowna B.C. V1Y 9V7

**SURRENDER OR TRANSFER OF LICENSE**  
**AND OR**  
**SURRENDER OR TRANSFER OF RESERVED PLOT**

Row: \_\_\_\_\_ Plot: \_\_\_\_\_

I hereby surrender to the City of Kelowna the above reserved plot, as registered under

Right of Interment No. \_\_\_\_\_.

OR

I hereby transfer to \_\_\_\_\_ (Transferee) the above reserved plot, as

registered under Licence No. \_\_\_\_\_.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: \_\_\_\_\_

**TRANSFEEE INFORMATION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Refund on Surrendered Plot**

Original price paid for Plot

\$ \_\_\_\_\_

\*(less the Maintenance Fund contribution and cost of procured goods)

Plus applicable taxes on \*

\$ \_\_\_\_\_

**REFUND TOTAL**

\$ \_\_\_\_\_

Cheque Number \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Transfer Fee \$ \_\_\_\_\_

Appendix B

BL10698 replaced Schedule E:

**SCHEDULE "E"**

**KELOWNA MEMORIAL PARK CEMETERY**  
1991 Bernard Avenue, Kelowna B.C. V1Y 9V7

**PERMIT TO INSTALL, MODIFY, REPLACE  
A MARKER, CURBING and or LEDGER**

\_\_\_\_\_ of \_\_\_\_\_  
(Agent) (Address)

\_\_\_\_\_ shall pay the sum of \$ \_\_\_\_\_ (plus taxes)

being the amount of the fees due therefor, is hereby granted a permit to,

- install / modify
- remove / reinstall
- Pioneer Section - curbing and or ledger

a \_\_\_\_\_ Marker/Tablet, Curbing or Ledger in consideration of  
(Marker size)

\_\_\_\_\_ in  
(Owner)

(Section) \_\_\_\_\_ (Block) \_\_\_\_\_ (Lot) \_\_\_\_\_ (Row) \_\_\_\_\_

in the Kelowna Memorial Park Cemetery, and in accordance with and subject to all by-laws, rules and regulations for the regulation of Kelowna Memorial Park Cemetery and any by-law or law in force in the City of Kelowna and applicable thereto which may for the time being be in force.

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

\_\_\_\_\_  
Cemetery Operations Clerk  
Kelowna Memorial Park Cemetery

**Note -**  
NO memorial shall be placed, installed or removed within the Cemetery by any Persons other than the Caretaker of the Cemetery or other person duly authorized to do so by the Cemetery Manager.

BL9289, BL9738, BL9487, BL9738, BL10698, BL11114 & 11215 amended Schedule "F":

## Schedule "F"

### MEMORIALS

1. Letters, numerals or ornamentation on a memorial tablet shall not protrude beyond one-half inch (1/2"), above the finished concrete surface surrounding the tablet.
2. No memorial marker that is placed horizontally flat after June 1, 2002 shall have a photographic appliqué that is attached by adhesive of any type. Crosses or other emblems of any kind are not allowed unless they are an integral part of the memorial and made of granite, bronze or other permanent materials, which have been approved by the Cemetery Manager.
3. All Grave markers or monuments are the property of the Purchaser and required care or repair is the responsibility of the owner (Purchaser).
4. No personal tribute may be placed on or adjacent to a Columbarium. The cost of the memorialization is included in the fees for the niche required by this bylaw. Any other memorialization must be approved by the Cemetery Manager and must meet the City's requirements to keep the continuity of design of the Columbarium
5. All marker sizes are measured in inches and are always written **length x width x height**. All memorial markers are required to have a border or margin of two inches (2"), clear of any lettering or ornamentation; this may be achieved in the following manner:

#### Stone (granite preferred)

The tablet shall be installed in a concrete base not less than four inches (4"), thick and shall include a two inch (2"), border or margin surrounding the tablet, and shall have its side surfaces true and perpendicular with its top surface. All side surfaces shall be roughened appropriately to ensure proper bonding when installed in the concrete base.

#### Bronze

Each bronze memorial tablet shall be set in a concrete base not less than four inches (4"), thick and shall include a two inch (2"), border or margin surrounding the bronze memorial tablet.

#### OR

Each bronze tablet shall be set on a stone (granite preferred) minimum three inches (3"), thick with a two (2"), border or margin free of any lettering or ornamentation.

6. The top surface measurements for memorial tablets shall be as follows:

#### (i) On Full Size Adult Plots

(A) 20" x 12"

followed by up to two (2) cremation memorials to commemorate additional cremation interments.

Or

(B) 28" x 16"; or where two (2) full size adult plots have been purchased side-by-side, and it is desired to memorialize on one (1) tablet the two persons, then the foregoing



would apply. This larger tablet would be placed and installed instead of two (2) separate 20" x 12" tablets, provided that it is set to embrace evenly the two grave plots concerned.

(ii) Section G1 (Lawn Crypts) & Section G4 (Full Size Adult Graves)

(A) Designated Upright Sections

Maximum size upright  
30" x 6" x 20" (mandatory 6" Base, minimum 2" margin)  
All uprights minimum thickness 6"

(B) Designated Flat Sections

20" x 12"

(iii) Section G3 (PGIG Cremation Garden) & G5 & G6

(A) Designated Companion Plots for G3

20" x 12" bronze marker mounted on pinkish granite 24" x 16" polished top side.

(B) Designated Family Plots

24 x 16" Bronze Marker c/w Flower Vase Mounted on Pinkish Granite pillow 28" wide x 28" long polished top side rock pitch 4 sides hickey with a 10" Top Nose with 6" core hole for vase and drilled for 24" x 16" Matthews bronze plaque template.

(C) Family Bronze Scrolls

For memorializing successive Members on Family Marker 6.5" x 2.13" Scroll includes Name on First line and Dates on Second Line to be drilled/tapped for mounting on Plaque.

(D) Companion Plots Section G5 & G6

20" x 12" marker.

(E) Family Cremation Plot Sections G5 & G6

24" X 16" bronze marker preferably mounted on 28" x 20" granite.

(iv) Section G7

(A) Designated Upright Sections Maximum size upright 30" x 6" x 20" (mandatory 6" Base with, minimum 2' front and rear margin, maximum length 35 inches). All uprights minimum thickness 6".

(B) Designated Flat Sections

20" x 12"

(C) Garden Estates

One (1) upright memorial including base not to exceed 60 x 14 x 44 (minimum 2' margin) placed upon the provided foundation. Individual cremation memorials will be 20" x 12" made of bronze and mounted on granite base with a 2 inch margin.

All approved ornamentation such as large flower vases must be made of granite or other materials that are approved by the Cemetery Manager.

(D) Section G7 Blk. 5

Upright Marker Rows

Maximum size upright 30" x 6" x 20"

(Mandatory 6" Base with, minimum 2' front and rear margin, maximum length 35 inches). All uprights minimum thickness 6".

The placement of additional memorials for cremation interments shall be 20" X 12" placed and installed flat according to Section 10.8 (c).

(E) Section G7 Blk. 5

Flat Marker Rows

20" x 12" The placement of additional memorials for cremation interments shall be 20" X 12" placed and installed flat according to Section 10.8 (c).

(v) On Child Plots

20" x 12"

(vi) On Infant Plots

12" x 8"

(vii) On Cremation Plots

14" x 10"

\*The placement of additional memorials for Cremation required on the surface of full size adult graves should be 20" X 12" and placed according to Section 10.8 (c).

(viii) Bennett Memorial Columbarium & Promontory Green Interment Garden

Niche Nameplate.

The minimum requirements for the niche nameplate shall be:

- (A) a single bronze cast niche wreath 10" x 7", to be mounted on the two pre-drilled holes that are seven (7) inches apart, centred on the niche door,
- (B) the lettering to consist of surname and given name and/or initials for an individual and/or companion; lettering shall be on three (3) separate lines as follows:
  - (1) First line - to include surname in lettering ¾ inch in height;
  - (2) Second line - to include the given name and/or initials in lettering ½ inch in height; and
  - (3) Third line - to include year of birth and year of death, in lettering ¼ inch in height, with lettering sizes to be adjusted accordingly in the event of a long surname.
- (C) lettering to be in Renic font, and name plate to be hand chased and polished,
- (D) Where a niche plate is engraved, inscriptions shall be carved into the surface to a depth of 0.3 cm (1/8") in Roman Classic letters and figures.
- (E) Inscriptions for companion niches shall be composed of six (6) lines centred.
  - (1) First line - to include family surname(s) in lettering 1 & ¼ inch in

height;

- (2) Second line - to include the given names(s) of the first inurnment in lettering 7/8 inch in height;
- (3) Third line - to include year of birth and the year of death in lettering 7/8 inch in height;
- (4) Fourth line - to include the given name(s) of the second inurnment in lettering 7/8 inch in height;
- (5) Fifth line - to include year of birth and the year of death in lettering 7/8 inch in height;
- (6) Sixth line - to include a sentiment or phrase, in lettering ½ inch in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards; and
- (7) All names, initials, title, rank, sentiment, phrases, etc are carved on the particular line as space permits.

**(ix) Mausoleum Crypt Nameplate (Promontory Green and Legacy Gardens Phase One).**

The minimum requirements for the crypt nameplate shall be:

- (A) Matthews Abby Companion a single bronze cast crypt plate 30 inches by 71/8 inches, or 30 inches by 10 5/8 inches centered on the crypt door.
- (B) Matthews Abby Individual a single bronze cast crypt plate 24 inches by 73/16 inches, or 24 inches by 11 inch centered on the crypt door.
- (C) The lettering to consist of surname and given name and/or initials for an individual and/or companion; lettering shall be on three (3) separate lines as follows:  
  
First line - to include surname in lettering 1 1/4 inch in height;  
  
Second line - to include the given name and/or initials in lettering 3/4 inch in height; and  
  
Third line - to include year of birth and year of death, in lettering ½ inch in height, with lettering sizes to be adjusted accordingly in the event of a long surname,
- (D) Lettering to be in Renic font, and name plate to be hand chased and polished.

**(iix) Legacy Gardens Columbarium**

All Niches will be engraved.

Inscriptions shall be carved into the surface in Palantino lettering.

Where only one interment will take place, inscriptions shall be composed of four (4) lines.

Inscriptions for a niche with two interments in one niches shall be composed of either six (6) or eight (8) lines centred.

Inscriptions for family niches will be a doubling of the individual niche shutters on one shutter composed of either six (6) or eight (8) lines centered on equivalent of the dimensions of a single shutter.

Six line inscription:

- (1) First line - Starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line - to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line - centered in middle of the shutter, to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;
- (4) Fifth line - to include full name in lettering 2cm in height;
- (5) Sixth line - to include year of birth and the year of death in lettering 1.5 cm in height;

Eight line inscription:

- (1) First line - starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line - to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line -to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;
- (4) Fifth line - to include full name in lettering 2cm in height;
- (5) Sixth line - to include year of birth and the year of death in lettering 1.5 cm in height;
- (6) Seventh and Eight line - to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards;

Four line inscription:

- (1) First line - starting 2.5 cm from the top of the shutter, to include full name in lettering 2cm in height;
- (2) Second line - to include year of birth and the year of death in lettering 1.5 cm in height;
- (3) Third and fourth line -centered in the middle of the shutter, to include a sentiment or phrase, in lettering 1.5 cm in height, that is in keeping with the dignity of the Cemetery, adjacent niches and community standards.

(x) Legacy Gardens Family Vessels

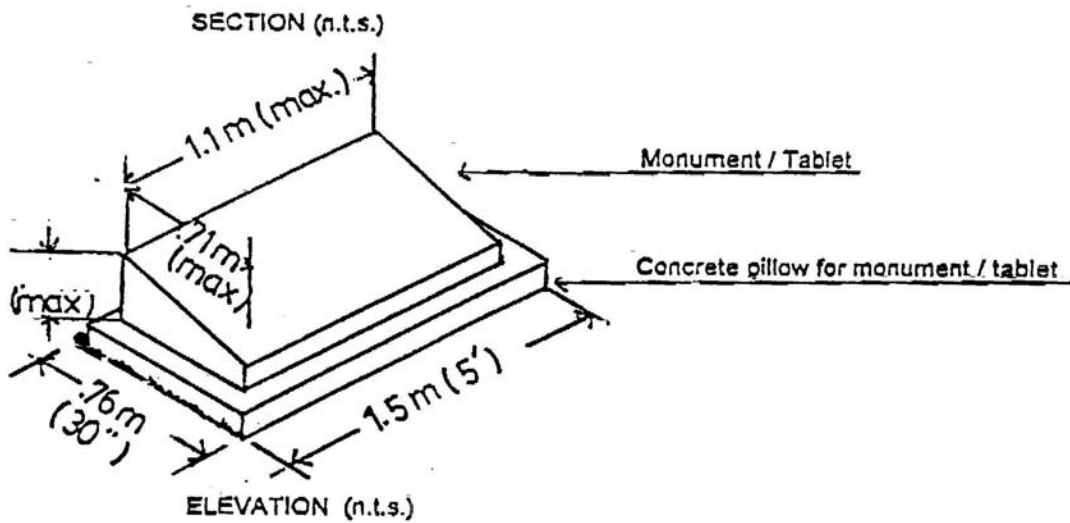
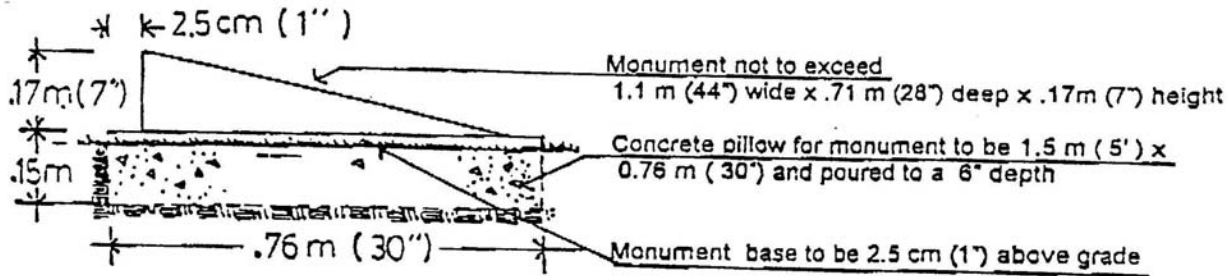
Vessel can be engraved with one family surname upon purchase

Each interment can memorialized with a 5.25x2.5 inch bronze plaque that will be installed on the base.

- (1) First line - to include family surname(s);
- (2) Second line - to include the given names of the interment
- (3) Third line - to include year of birth and the year of death
- (4) Fourth Line to include up to four word memorialization phrase

# SCHEDULE "F"

## SPECIFICATIONS FOR MONUMENTS IN SECTION E-4



### Specifications for regular graves in Section E4

Any memorial marker, tablet, or monument shall be constructed of stone, concrete or metal and shall not exceed the following maximum size:

1.1 m. (44") wide x 0.71 m. (28") deep x 0.17 m. (7") in height

No grave or grave space is to be defined by a fence, coping, curbing or hedge or by any other marking save and except by a memorial.

BL10698 BL11144 replaced Schedule "G":

