

SUMMARY:

The Kelowna Memorial Park Cemetery Bylaw outlines the regulations for the maintenance and operation of the cemetery. Included in the bylaw are license and permit 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.

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CITY OF KELOWNA

BYLAW NO. 11664

Kelowna Memorial Park Cemetery Bylaw

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

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

PART 1 – GENERAL

1.1 Title

1.1.1 This bylaw shall be known for all purposes as the “Kelowna Memorial Park Cemetery Bylaw No. 11664”.

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 – 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 their 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.

"Manager" means the person duly appointed from time to time by the **Council** to act as Infrastructure Operations Department Manager 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 Urns" means an urn shaped niche designed for multiple cremated interments using soft urns.

"Garden Estates" means a fenced or semi fenced space in Section G7 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 urns.

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

"Memorial Marker Policy" means the internal document retained in the cemetery office that details the specific material, size, shape and any other restriction or special instruction in regards to any memorial marker placed within the cemetery.

"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 plot.

"Scattering Garden" means a designated area in **Section G₃** for the placement of non-recoverable, commingled cremated remains placed within an ossuary or scattered within the designated garden area.

"Dilworth Mountain 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 "B".

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

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

"Section D" of the **Cemetery** means the grassed area consisting of Rows 104 to 224 (inclusive) as shown on Schedule "B". 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 "B".

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

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

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

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

"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 "B".

"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') and also includes the Scattering Garden as shown on Schedule "B".

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

"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 "B".

"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 "B".

"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 "B".

"Section G8" of the **Cemetery** means the grassed area consisting of plots in rows 1 to 16 (inclusive) and memorialized by either a flat ground or upright maker according to the design of the row and shown on Schedule "B".

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

PART 2 - CITY OF KELOWNA CEMETERY BOUNDARIES

- 2.1 The following lands as shown on Schedule "B", 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 $\frac{1}{4}$ 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

- 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 their 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 them, or their 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 their authorized agent shall be entitled to receive a **Right of Interment**.
- 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 **Oder 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*
- 3.5 **Right of Interment Not Transferable.** The holder of a **Right of Interment** shall not transfer their 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.
- 3.6 **Transfer Request.** The transfer request must be in writing by the holder of a **Right of Interment** or the executor of their will. **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 their records accordingly stating the new holder of the **Right of Interment** of the **plot** or **plots**. An interment permit for a plot subject to a transfer will not be issued until a transfer form is completed, approved and payment of applicable fees are made.
- 3.7 **Notice of Transfer.** To ensure the accuracy of records of Right of Interment and Interment Permits, no sale or other transfer of any right, permit or licence issued in specific to 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.
- 3.8 **Right of Interment Cancellation.** Upon receiving a written request by all parties named as the holders of a **Right of Interment**, or the **executor of the plot holders' estate**, to forfeit such right to use and occupy grave space, the **Cemetery Manager** may cancel the **Right of Interment** and refund the holder(s) 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 Right of Interment that is to be surrendered/cancelled 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
- 3.9 **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

- 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**.

PART 5 - PERMISSION TO INTER, EXHUME OR DISINTER

- 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 an Interment Permit issued by the Cemetery.
- 5.3 Application for Permit. All applications for an interment permit must be made at least 2 working days in advance to the **Cemetery** 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. The Interment Permit's Terms and Conditions must be signed and payment of all applicable fees must be in place at least 2 working days prior to the interment date.
- 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.
 - (b) Place of birth.
 - (c) Place of death.
 - (d) Age.
 - (e) Day, date and time of interment.
 - (f) **Plot**, lot, and or grave number in cases of pre-purchased family **plots** into which the deceased is to be interred.
 - (g) Name of Funeral Home.
 - (h) The name(s) and related addresses of the informant.
- 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 their absence, the **Clerk**.
- 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. In the case of a disinterment of human remains in a mausolea, the **City** will lower the casket and remains to a level suitable for the funeral director to take charge of the casket. The **City** is not responsible for damage to any casket, urn or other container sustained during exhumation.

PART 6 - INTERMENT IN THE CEMETERY

- 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 Mausolea Interments. An interment permit for the interment of Cremated remains in a mausolea plot that already contains human remains will **not** be issued. If only cremated remains are interred in a mausolea plot and an interment permit is requested for the addition of human remains, the cremated remains must be disinterred, with all applicable fees and permits completed subject to this bylaw, and the cremated remains surrendered to the applicant named on the disinterment permit, before the interment of the human remains can take place. The previously disinterred cremated remains may be re-interred only at the time of the interment of the human remains, and only if a concurrent interment permit has been paid for and issued.
- 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.
- 6.7 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.
- 6.8 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 Scattering 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 purchased from the cemetery office.

- 6.9 Liner Material. Each grave liner used in the **Cemetery** shall be made of concrete or reinforced fiberglass or other material, as approved by the **Cemetery Manager**.
- 6.10 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 approved by the **Cemetery Manager**.
- 6.11 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. or on a Saturday as indicated Schedule "A" of this bylaw.
- 6.12 No Interment(s) on Sundays or Statutory Holidays. No person shall inter any 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.
- 6.13 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**.
- 6.14 No Above Ground Structures. No structure for interment above ground shall be erected in **Sections C, D, E1, E2 and E3** of the **Cemetery**, **without the approval of the Cemetery Manager**, and each interment in the **Cemetery** shall conform to the requirements of Sections 6.5 to 6.9 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.
- 6.15 Bennett Memorial Columbarium. Notwithstanding the provisions of sub-sections 6.5 to 6.9 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.
- 6.16 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.
Legacy Gardens. Notwithstanding the provisions of this section, the human remains or cremated remains may be interred in the **Legacy Gardens**. The administration and operation of the **Legacy Gardens** shall be carried out in accordance with this bylaw
- 6.17 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.

- 6.18 Cremated Remains Container 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. For every interment of cremated remains in a **Family Urn**, the container(s) shall be a soft urn.

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

PART 7 - INFRASTRUCTURE OPERATIONS DEPARTMENT MANAGER

- 7.1 Notwithstanding any other provision contained herein, the **Manager** shall be responsible for ensuring that the provisions of this bylaw are properly carried out.
- 7.2 The **Manager** 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 **Manager**.

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 workers placed under their supervision:
- (a) the digging, preparation, opening and closing of graves as ordered by the **Cemetery Manager**, their delegate, or 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;
 - (d) the provision of care for the **City**-owned tools and equipment; and installation and/or removal of memorial markers.
- 8.2 Caretaker Maintains Records. The **Caretaker** shall maintain records as directed by the **Cemetery Manager, or their delegate**, and shall submit reports as required by them, 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

- 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, or their delegate**, is hereby authorized on behalf of the **City** to grant a **Right of Interment** in respect of any vacant and not issued **Right of Interment plot** in the **Cemetery**, according to the current fees and charges and subject to the provisions of this bylaw.
- 9.4 Issues Permits. The **Cemetery Manager, or their delegate**, 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, or their delegate**, 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, replacement or repair 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, as specified in the current fees.
- 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 the current fees 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

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**, and disposed of.

In upright marker Sections of G1, G4, G7, and G8, artificial floral arrangements are permitted year round if the marker has an approved vase permanently installed on its base. In Section G3, family cremation plots that have a vase built into the marker may display artificial flowers year round.

10.3 Removal of Offerings. **The Caretaker** may remove and dispose of any offerings as specified in "Section 10.1" and "Section 10.2" 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. If any prohibited items are installed without approval, they will be removed and disposed of immediately.
- (d) No person(s) shall burn incense or candles or other flammable products inside the cemetery at any time without the express written consent of the **Cemetery Manager**.

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 purchase the applicable marker permit dependant on the type of marker, the work needed to prepare the marker, the location of the

installment of the marker at the current fees. A Marker Permit will not be issued before an interment permit is issued for a plot.

10.7 Enclosures. No grave or grave space shall be bounded or enclosed by a fence, hedges, railing or any other enclosure that impedes access or maintenance 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 that are in accordance with the cemetery's Memorial Marker Policy will be permitted.

Only memorials manufactured from stone, bronze, or any other material approved by the **Cemetery Manager**, which conform to the specifications as set out in the Memorial Marker Policy shall be placed and installed in the **Cemetery**.

All memorial markers placed in a Family Estate must be approved by the **Cemetery Manager** prior to installation.

10.9 Installation, Replacement, or Modification – In order to install, replace or modify a memorial marker, a marker permit or marker modification permit must be purchase or at the current fee. All such work 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 1st to the following March 15th 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 and disposed of**.

10.11 Only Authorized Personnel. No memorial, curbing or leger 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 the Memorial Marker Policy. 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 this bylaw 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 their 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 appropriate marker permit fees and have received such a permit. 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 102mm (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

- 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 15km/h (10 miles per hour), 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, curbing, 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 Ten Thousand Dollars (\$10,000.00).
- 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, disinterment 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. 8807" and all amendments are hereby repealed.

Read a first, second and third time by the Municipal Council this 1st day of October, 2018.

Adopted by the Municipal Council of the City of Kelowna this 19th day of November, 2018.

Mayor

City Clerk

Kelowna Memorial Park Cemetery's Fee Schedule "A"

PRODUCTS/SERVICES	2018	2019	2020	2021
Non-Residents add 25% to all fees				
GST not included in fee schedule				

CASKET PLOTS

*Grave liner required

UPRIGHT MARKER SECTIONS

G1, G7, G4* G8*

Right of Interment	\$2,480	\$2,604	\$2,734	\$2,871
Cemetery Replacement Fund	\$1,240	\$1,302	\$1,367	\$1,435
Cemetery Maintenance Fund	\$1,240	\$1,302	\$1,367	\$1,435
Total	\$4,960	\$5,208	\$5,468	\$5,742

FLAT MARKER SECTIONS

C*, D*, E*, G4*, G7, G8*

Right of Interment	\$1,787	\$1,876	\$1,970	\$2,069
Cemetery Replacement Fund	\$894	\$939	\$986	\$1,035
Cemetery Maintenance Fund	\$894	\$939	\$986	\$1,035
Total	\$3,575	\$3,754	\$3,941	\$4,139

DRY LANDSCAPE SECTIONS

A*, B*

Right of Interment	\$1,787	\$1,876	\$1,970	\$2,069
Cemetery Replacement Fund	\$894	\$939	\$986	\$1,035
Cemetery Maintenance Fund	\$894	\$939	\$986	\$1,035
Total	\$3,575	\$3,754	\$3,941	\$4,139

SMALL PLOTS (Child's Plot)

Section A*, C*, D* (3'x5')*

Right of Interment	\$218	\$229	\$240	\$252
Cemetery Replacement Fund	\$109	\$114	\$120	\$126
Cemetery Maintenance Fund	\$109	\$114	\$120	\$126
Total	\$436	\$458	\$481	\$505

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	\$34,555	\$36,283	\$38,097	\$40,002
Cemetery Replacement Fund	\$17,279	\$18,143	\$19,050	\$20,003
Cemetery Maintenance Fund	\$17,279	\$18,143	\$19,050	\$20,003
Total	\$69,113	\$72,569	\$76,197	\$80,007

SEMI PRIVATE ESTATE

Also includes: Shared Granite Bench, Flower Beds

Right of Interment	\$25,489	\$26,763	\$28,102	\$29,507
Cemetery Replacement Fund	\$12,743	\$13,380	\$14,049	\$14,752
Cemetery Maintenance Fund	\$12,743	\$13,380	\$14,049	\$14,752
Total	\$50,975	\$53,524	\$56,200	\$59,010

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	\$288	\$302	\$318	\$333
Cemetery Replacement Fund	\$144	\$151	\$159	\$167
Cemetery Maintenance Fund	\$144	\$151	\$159	\$167
Total	\$576	\$605	\$635	\$667

Section G5 / G6 *

Right of Interment	\$358	\$376	\$395	\$414
Cemetery Replacement Fund	\$178	\$187	\$196	\$206
Cemetery Maintenance Fund	\$178	\$187	\$196	\$206
Total	\$714	\$750	\$787	\$827

Section G3 - Promontory Green Interment Garden Plot *

Right of Interment	\$464	\$487	\$512	\$537
Cemetery Replacement Fund	\$233	\$245	\$257	\$270
Cemetery Maintenance Fund	\$233	\$245	\$257	\$270
Total	\$930	\$977	\$1,025	\$1,077

FAMILY PLOTS (Space for 6 Urns)

Section G₅ & G₆*

Right of Interment	\$714	\$750	\$787	\$827
Cemetery Replacement Fund	\$358	\$376	\$395	\$414
Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$1,430	\$1,502	\$1,577	\$1,655

Section G₃ - Promontory Green Interment Garden Plot*

Right of Interment	\$858	\$901	\$946	\$993
Cemetery Replacement Fund	\$428	\$449	\$472	\$495
Cemetery Maintenance Fund	\$428	\$449	\$472	\$495
Total	\$1,714	\$1,800	\$1,890	\$1,984

MAUSOLEA

LEGACY GARDENS – Section D

Single Crypt- Includes Standard Crypt Plate

Level 1

Right of Interment	\$9,413	\$9,884	\$10,378	\$10,897
Cemetery Replacement Fund	\$7,529	\$7,905	\$8,301	\$8,716
Cemetery Maintenance Fund	\$1,882	\$1,976	\$2,075	\$2,179
Total	\$18,824	\$19,765	\$20,753	\$21,791

Level 2

Right of Interment	\$9,705	\$10,190	\$10,700	\$11,235
Cemetery Replacement Fund	\$7,764	\$8,152	\$8,560	\$8,988
Cemetery Maintenance Fund	\$1,940	\$2,037	\$2,139	\$2,246
Total	\$19,409	\$20,379	\$21,398	\$22,468

Level 3

Right of Interment	\$9,813	\$10,304	\$10,819	\$11,360
Cemetery Replacement Fund	\$7,851	\$8,244	\$8,656	\$9,089
Cemetery Maintenance Fund	\$1,962	\$2,060	\$2,163	\$2,271
Total	\$19,626	\$20,607	\$21,638	\$22,720

PROMONTORY GREEN INTERMENT GARDEN - Section G₂

Single Crypt – Includes Standard Crypt Plate

Level 1

Right of Interment	\$9,413	\$9,884	\$10,378	\$10,897
Cemetery Replacement Fund	\$7,529	\$7,905	\$8,301	\$8,716
Cemetery Maintenance Fund	\$1,882	\$1,976	\$2,075	\$2,179
Total	\$18,824	\$19,765	\$20,753	\$21,791

Level 2

Right of Interment	\$9,705	\$10,190	\$10,700	\$11,235
Cemetery Replacement Fund	\$7,764	\$8,152	\$8,560	\$8,988
Cemetery Maintenance Fund	\$1,940	\$2,037	\$2,139	\$2,246
Total	\$19,409	\$20,379	\$21,398	\$22,468

Level 3

Right of Interment	\$9,813	\$10,304	\$10,819	\$11,360
Cemetery Replacement Fund	\$7,851	\$8,244	\$8,656	\$9,089
Cemetery Maintenance Fund	\$1,962	\$2,060	\$2,163	\$2,271
Total	\$19,626	\$20,607	\$21,638	\$22,720

Couch Crypt – Includes Standard Crypt Plate**Level 1, 2, and 3**

Right of Interment	\$12,149	\$12,756	\$13,394	\$14,064
Cemetery Replacement Fund	\$9,719	\$10,205	\$10,715	\$11,251
Cemetery Maintenance Fund	\$2,430	\$2,552	\$2,679	\$2,813
Total	\$24,298	\$25,513	\$26,789	\$28,128

NICHES**LEGACY GARDENS – Section D****Phase One****Level 1**

Right of Interment	\$1,788	\$1,877	\$1,971	\$2,070
Cemetery Replacement Fund	\$1,431	\$1,503	\$1,578	\$1,657
Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$3,577	\$3,756	\$3,944	\$4,141

Level 2

Right of Interment	\$1,976	\$2,075	\$2,179	\$2,287
Cemetery Replacement Fund	\$1,581	\$1,660	\$1,743	\$1,830
Cemetery Maintenance Fund	\$395	\$415	\$435	\$457
Total	\$3,952	\$4,150	\$4,357	\$4,575

Level 3/4/5

Right of Interment	\$2,094	\$2,199	\$2,309	\$2,424
Cemetery Replacement Fund	\$1,675	\$1,759	\$1,847	\$1,939
Cemetery Maintenance Fund	\$418	\$439	\$461	\$484
Total	\$4,187	\$4,396	\$4,616	\$4,847

Family Niches

Level 3/4/5

Right of Interment	\$4,396	\$4,616	\$4,847	\$5,089
Cemetery Replacement Fund	\$3,517	\$3,693	\$3,877	\$4,071
Cemetery Maintenance Fund	\$879	\$923	\$969	\$1,018
Total	\$8,792	\$9,232	\$9,693	\$10,178

Family Urns – Includes One Family name engraved on urn

Right of Interment	\$6,863	\$7,206	\$7,566	\$7,945
Cemetery Replacement Fund	\$5,491	\$5,766	\$6,054	\$6,357
Cemetery Maintenance Fund	\$1,372	\$1,441	\$1,513	\$1,588
Total	\$13,726	\$14,412	\$15,133	\$15,890

BENNETT MEMORIAL

Concord

Right of Interment	\$1,788	\$1,877	\$1,971	\$2,070
Cemetery Replacement Fund	\$1,431	\$1,503	\$1,578	\$1,657
Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$3,577	\$3,756	\$3,944	\$4,141

Curved Wall

Level 1

Right of Interment	\$1,788	\$1,877	\$1,971	\$2,070
Cemetery Replacement Fund	\$1,431	\$1,503	\$1,578	\$1,657
Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$3,577	\$3,756	\$3,944	\$4,141

Level 2

Right of Interment	\$1,976	\$2,075	\$2,179	\$2,287
Cemetery Replacement Fund	\$1,581	\$1,660	\$1,743	\$1,830
Cemetery Maintenance Fund	\$395	\$415	\$435	\$457
Total	\$3,952	\$4,150	\$4,357	\$4,575

Level 3

Right of Interment	\$2,094	\$2,199	\$2,309	\$2,424
Cemetery Replacement Fund	\$1,675	\$1,759	\$1,847	\$1,939
Cemetery Maintenance Fund	\$418	\$439	\$461	\$484
Total	\$4,187	\$4,396	\$4,616	\$4,847

Round Unit - Includes Open/Close Fee

Level 1

Right of Interment	\$1,787	\$1,876	\$1,970	\$2,069
Cemetery Replacement Fund	\$1,430	\$1,502	\$1,577	\$1,655

Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$3,575	\$3,754	\$3,941	\$4,139

Level 2

Right of Interment	\$1,976	\$2,075	\$2,179	\$2,287
Cemetery Replacement Fund	\$1,581	\$1,660	\$1,743	\$1,830
Cemetery Maintenance Fund	\$395	\$415	\$435	\$457
Total	\$3,952	\$4,150	\$4,357	\$4,575

Level 3, 4, 5, 6

Right of Interment	\$2,094	\$2,199	\$2,309	\$2,424
Cemetery Replacement Fund	\$1,675	\$1,759	\$1,847	\$1,939
Cemetery Maintenance Fund	\$418	\$439	\$461	\$484
Total	\$4,187	\$4,396	\$4,616	\$4,847

PROMONTORY GREEN INTERMENT GARDEN

Section G2 - Includes Standard Niche Plate, Second Year Date Plate and Open/Close fee

LEVEL 1

Right of Interment	\$1,788	\$1,877	\$1,971	\$2,070
Cemetery Replacement Fund	\$1,431	\$1,503	\$1,578	\$1,657
Cemetery Maintenance Fund	\$358	\$376	\$395	\$414
Total	\$3,577	\$3,756	\$3,944	\$4,141

Level 2

Right of Interment	\$1,976	\$2,075	\$2,179	\$2,287
Cemetery Replacement Fund	\$1,581	\$1,660	\$1,743	\$1,830
Cemetery Maintenance Fund	\$395	\$415	\$435	\$457
Total	\$3,952	\$4,150	\$4,357	\$4,575

Level 3, 4

Right of Interment	\$2,094	\$2,199	\$2,309	\$2,424
Cemetery Replacement Fund	\$1,675	\$1,759	\$1,847	\$1,939
Cemetery Maintenance Fund	\$418	\$439	\$461	\$484
Total	\$4,187	\$4,396	\$4,616	\$4,847

SCATTERING

PROMONTORY GREEN INTERMENT GARDEN

SCATTERING GARDEN OSSUARY or SCATTERING TRAIL

Scattering Only

Right of Interment	\$87	\$91	\$96	\$101
Cemetery Replacement Fund	\$45	\$47	\$50	\$52

Cemetery Maintenance Fund	\$45	\$47	\$50	\$52
Total	\$177	\$186	\$195	\$205

Scattering with Name Plate

Right of Interment	\$323	\$339	\$356	\$374
Cemetery Replacement Fund	\$163	\$171	\$180	\$189
Cemetery Maintenance Fund	\$163	\$171	\$180	\$189
Total	\$649	\$681	\$716	\$751

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

Right of Interment	\$323	\$339	\$356	\$374
Cemetery Replacement Fund	\$163	\$171	\$180	\$189
Cemetery Maintenance Fund	\$163	\$171	\$180	\$189
Total	\$649	\$681	\$716	\$751

INTERMENT PERMIT

Open/Close Fees

Casket - Burial	\$945	\$992	\$1,042	\$1,094
Casket - Mausoleum	\$982	\$1,031	\$1,083	\$1,137
Cremated Remains – In-ground	\$413	\$434	\$455	\$478
Cremated Remains - Niche	\$413	\$434	\$455	\$478
Children Under 12 Years of Age – interred in a designated Infant Plot (INFANT PLOTS - Section A,C, D (Note: plot size is 3'x5'))	\$0			

Concurrent Interment - Per

Casket	\$471	\$495	\$519	\$545
Cremated Remains – in-ground	\$205	\$215	\$226	\$237
Cremated Remains - niche	\$158	\$166	\$174	\$183

Additional Fees

Interments After 3PM	\$531	\$558	\$585	\$615
Weekend/Holiday Services	\$945	\$992	\$1,042	\$1,094
Deepening Large Plot	\$1,431	\$1,503	\$1,578	\$1,657
Deepening Cremation Plot	\$358	\$376	\$395	\$414
Additional Use Fee (3RD/+ INTERMENT for in-ground plots)	\$358	\$376	\$395	\$414

DISINTERMENT PERMIT

Casket	\$1,431	\$1,503	\$1,578	\$1,657
Cremated Remains	\$435	\$457	\$480	\$504

ADMINISTRATIVE FEES

Transferring a Plot/Surrendering a Plot/Add Name to Reservation	\$72	\$76	\$79	\$83
Record retrieval	\$83	\$87	\$92	\$96
Record re-issue	\$27	\$28	\$30	\$31
Open/close niche for corrective measures requested by funeral home or family - (remains stay on site/not a disinterment)	\$127	\$133	\$140	\$147
Wreath refinishing handling fee (includes removal/packaging for shipping and reinstall)	\$79	\$83	\$87	\$91
Special order/replacement processing fee	\$28	\$29	\$30	\$32
Bronze marker ordering/handling fee/installation	\$133	\$140	\$147	\$154

LINERS

Standard Size	\$572	\$601	\$631	\$662
Child's Liner	\$215	\$226	\$237	\$249
Cremation Liners (in ground)	\$178	\$187	\$196	\$206
Handling and Placing Liners (vaults) Supplied by Funeral Homes	\$358	\$376	\$395	\$414

MEMORIALS

Marker Permit - Installation of Markers by the City

Cemetery Maintenance Fund	\$141	\$148	\$155	\$163
Installation	\$211	\$222	\$233	\$244
Total	\$352	\$370	\$388	\$407

Marker Permit – Installation of Markers, curbing, and legers by others in Sections A, B and Upright Marker Sections of Section G

Marker Modification Permit - Resetting/Removal/Reinstallation of Marker, curbing and leger

Disposal of Marker

Engraving of Shutter (niche – each occurrence)

Supply Second Year Date Plate for Niche/Mausolea

Replacement Shutter – Single Niche - Legacy Gardens

Replacement Shutter – Double Niche – Legacy Gardens	\$154	\$162	\$170	\$178
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Family Urn Plaques Per - Legacy Gardens	\$309	\$324	\$341	\$358
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VASES

Bud Vase - Niches	\$233	\$245	\$257	\$270
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Bud Vase - Mausolea	\$347	\$364	\$383	\$402
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In-Ground Galvanized Flower Vase	\$74	\$78	\$82	\$86
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In-Ground Galvanized Flower Vase – Installation fee if vase is supplied by funeral home	\$29	\$30	\$32	\$34
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ADDITIONAL SERVICES

Canopy Service (Second Tent)	\$122	\$128	\$135	\$141
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To Supply Pall Bearer Per (Two Employees)	\$105	\$110	\$116	\$122
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DEDICATION PROGRAM

Memorial Tree (with plaque at cemetery only -) – includes scattering of ashes at KMPC Scattering Garden or Trail	\$1,299	\$1,364	\$1,432	\$1,504
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Memorial Bench (with plaque)	\$2,952	\$3,100	\$3,255	\$3,417
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Memorial Bench (existing bench, adding a plaque)	\$2,142	\$2,249	\$2,362	\$2,480
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Adding Second Plaque to Existing Memorial Bench or Tree	\$718	\$754	\$792	\$831
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Memorial Table (with plaque)	\$2,952	\$3,100	\$3,255	\$3,417
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Kelowna Memorial Park Cemetery's Map Schedule "B"

