THE CORPORATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 766

Being a bylaw for the Corporation of the Village of Ashcroft to amend the Village of Ashcroft Cemetery Bylaw No. 754, 2008

The Council for the Corporation of the Village of Ashcroft, in open meeting assembled, enacts as follows:

1. That Bylaw No. 754, cited as "The Corporation of the Village of Ashcroft Cemetery Bylaw No. 754, 2008" is hereby amended as follows:

2. That Section 22 will be amended by adding subsection (c) as follows:

   c) "Effective October 1, 2009 the Village of Ashcroft shall not allow the sale of a full size grave for the purpose of interring cremated remains only, all sale of full size plots must be for the interment of one body and a maximum of five (5) cremains may then be added at a later date".

3. This bylaw may be cited for all purposes as "The Corporation of the Village of Ashcroft Cemetery Amending Bylaw No. 766, 2009".

READ A FIRST TIME THIS	9th	DAY OF	November	, 2009
READ A SECOND TIME THIS	9th	DAY OF	November	, 2009
READ A THIRD TIME THIS	9th	DAY OF	November	, 2009
RECONSIDERED AND ADOPTED THIS	23rd	DAY OF	November	, 2009

Morley H. Anderson, Mayor

J. Michelle Allen, Chief Administrative Officer

Certified to be a true and correct copy of
Bylaw No. 766 as adopted by Council.

J. Michelle Allen, Chief Administrative Officer

JMA/kdw

THE CORPORTATION OF THE VILLAGE OF ASHCROFT

BYLAW NO. 754

A bylaw relating to the operation and maintenance of the municipal cemetery.

WHEREAS under the provisions of Section 8(2) of the *Community Charter* a municipality may provide any service that the Council considers necessary or desirable, and may do this directly or through another public authority or another person or organization;

AND WHEREAS under the provisions of Section 8 (3) (f) of the *Community Charter* a council may by bylaw, regulate, prohibit and impose requirements in relation to cemeteries, crematoriums, and mausoleums and the interment or other disposition of the deceased;

NOW THEREFORE, the Council of the Village of Ashcroft, in open meeting assembled, enacts as follows:

Title

1. This bylaw may be cited as the "Village of Ashcroft Cemetery Bylaw No. 754, 2008.

Definitions

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

"Administrator"	shall mean the person duly appointed as such by Council;
"Adult"	shall mean any person over 12 years of age;
"Caretaker"	shall mean the person or persons duly appointed by the Village, or such other Village employee as designated by Council;
"Cemetery"	shall mean and include any tract of land set aside, used, maintained or operated as a cemetery by the Village of Ashcroft;
"Child"	shall mean any person one year old up to and including 12 years of age;
"Corporation"	shall mean the Corporation of the Village of Ashcroft, and its representatives;
"Council"	shall mean the Council of the Corporation of the Village of Ashcroft;
"Cremated Remains"	shall mean the ashes resulting from the cremation of a deceased human body;
"Infant"	shall mean any person up to the age of one year;
"Interment"	shall mean the disposal of human remains by burial in a cemetery;
"Mayor"	shall include the Acting Mayor;
"Medical Health Officer"	shall mean the person duly appointed from time to time by the Provincial Government to act as Medical Health Officer for the Village of Ashcroft;
"Minister"	shall mean that member of the Executive Council charged by the order of the Lieutenant-Governor-in-Council with the administration of the *Cremation, Interment and Funeral Services Act* and includes a person designated in writing by the Minister;

"Non-Resident"	shall mean any person who is not a resident, property owner or taxpayer in the Village of Ashcroft;
"Resident"	shall mean a deceased person, who resided in, owned property in, or was a taxpayer in the Village of Ashcroft at the time of death;
"Village"	shall mean the Corporation of the Village of Ashcroft.

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

Lands

3. The following lands have been set aside, operated, used and maintained as a Cemetery by the Corporation of the Village of Ashcroft:

a) Ashcroft Cemetery legally described as Lot A, Plan KAP53977,DL423 and; Lot 2, Block 26, Plan 189, DL 423

b) A copy of the plans of the Cemetery shall be filed with the Business Practices and Consumer Protection Authority of British Columbia and copies shall also be kept available for public inspection at the Village office and at such other places as may be deemed necessary

Right to Use the Cemetery

4. The Village may by agreement with a society, church or other organization, reserve a section of the Cemetery to be used exclusively for the Interment of deceased members of the society, church, or other organization concerned and upon such agreement being made, no person shall be issued with a licence to use such grave space in the reserved section unless his application to the Village to purchase a licence is accompanied by a certificate from the society, church or organization concerned, stating that he or the person on whose behalf he may be acting, is entitled to burial in the reserved section. All agreements issued and services rendered by the Village under these conditions shall be subject to payment at the regular rates set forth in the schedule of rates attached hereto as Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time).

5. The Village may grant to any person paying the fees, therefore, according to the schedule of fees herein after provided and subject to the terms of Section 4 hereof, a contract for the exclusive use by him or his executors or administrators, of any one or more grave spaces which may be vacant in the Cemetery and upon payment of said fees, therefore, such person or persons shall be entitled to receive a contract in the form of Schedule "A" attached to and forming part of this bylaw.

6. The Village reserves to itself the right to refuse to sell the use of more than two (2) grave spaces to any one individual.

7. Where the holder of a contract to use and occupy grave space in the Cemetery wishes to transfer his right of use and occupancy to another person, he shall first provide the Administrator, or designate, with full particulars of the name, address and other description of the person to whom the transfer is to be made, the consideration to be paid therefore, and such other information as the Administrator, or designate, may reasonably request. The provision of such information shall not bind the Village to accept the proposed transfer.

a) If the contract to be transferred relates to a grave space located in an area reserved under an agreement made between the Village and an organization pursuant to Section 4 hereof, the requirement of said Section 4 concerning entitlement to burial in a reserved section of the Cemetery shall apply to the person to whom the transfer is made.

b) Upon acceptance by the Village of the transfer fee prescribed in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time), and upon compliance with the requirements of this Bylaw by the contract holder and the person to whom the contract is to be transferred, the Administrator, or designate, shall effect the desired transfer by an endorsement upon the contract and shall record the transfer in the books or other records kept by him for the purpose.

Fees and Charges

8. The fees for interment, disinterment, use of grave space and care of graves, and the charges for goods offered for sale by the Village for use in the Cemetery, and any other cemetery fees shall be those set out in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time) and are attached hereto.

9. The fees set out in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time) shall be paid at the Village Offices at the time of purchasing a cemetery space, interment contract, or any goods or services sold by the Village in connection with the operation of the Cemetery.

Interment, Exhumation & Cremate

10. No remains shall be interred in the Cemetery until a contract to inter the body has been obtained from the Village and the fee for Interment as specified in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time) has been paid to the Village except as may be permitted otherwise under the terms of Sections 19 and 20.

11. All contracts for interment of deceased persons in the Cemetery shall be in the form of Schedule **"**A", attached hereto and forming part of this Bylaw.

12. All applications for a contract to inter in the Cemetery must be made at the Village of Ashcroft during regular office hours on all days of the week, except Saturday or Sunday or Statutory Holidays.

13. No interments will be permitted after the hour of 3:30 pm Monday to Friday, or on Saturday or Sunday or Statutory Holidays, unless an additional fee as set out in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time) is paid.

14. Any person who makes an application for an interment contract or who requires an interment to be made, shall provide the Administrator, or designate, with a statement of name, age, and date of death of the deceased, whether or not death was caused by a communicable disease as listed in the "*Health Act Communicable Diseases Regulations",* the time and date of the funeral and any other information which is reasonable for the Administrator, or designate, to request.

15. No deceased person interred in the Cemetery shall be exhumed without a written order being first obtained from the proper authority in accordance with the requirements of the "*Cremation, Interment and Funeral Services Act,* and the regulations hereunder.

16. It shall be unlawful for any person to cremate or burn a deceased person within the limits of the Village of Ashcroft save and except as authorized under the terms of the *Cremation, Interment and Funeral Services Act,* and the regulations made hereunder and the presentation of such order to the Administrator, or designate.

Interment in the Cemetery

17. No body other than a deceased human body, or the cremated remains or other remains of a deceased human body, shall be interred in the Cemetery and all interments shall be subject to and comply with the provisions of this Bylaw.

18. A copy of the burial permit must be presented to the Cemetery prior to disposition as per Sec. 22 of the *Vital Statistics Act* and the copy must be retained by the Village of Ashcroft as per Sec. 27 (1) (e) of the *Cremation, Interment and Funeral Services Regulation.*

19. The holder of a contract to use and occupy grave space in the Cemetery shall not permit an interment to be made in the grave space to which the contract refers, nor transfer nor dispose of the said grave space to another person, group or organization, unless such interment, transfer or is made pursuant to the provisions of the bylaw.

20. Where the body of a person who died while suffering a communicable disease is to be buried in the Cemetery, any instructions given by the Medical Health Officer respecting the interment shall be fully and carefully followed by those who perform the Interment.

21. Where the body delivered to the Cemetery for interment is subject to the direction of the Medical Health Officer under the terms of "*Health Act Communicable Diseases Regulations",* the person delivering the body to the Cemetery shall inform the Administrator, or designate.

22. Each interment in the Cemetery, other than the interment of cremated remains, shall provide for not less than 0.6 metres (2 feet) of earth between the upper surface of the coffin, or grave liner enclosing the coffin and the top surface of the adjacent ground.

a) A maximum of six (6) interments shall be allowed in any one grave space at any one time, of which no more than one, may be a body.

b) Cremains may be interred over a casket; however these cremains may not be disturbed to use the plot for another interment.

23. The interment of cremated remains in a plot in the Cemetery shall be made in a container encased in either concrete, polypropylene or fiberglass, and shall be buried in the grave not less than 0.6 metres (2 feet) deep, except where the concrete encased container of cremated remains is used as a foundation-base for a memorial tablet installed on the grave.

24. No grave shall be dug or opened by any person other than an employee, contractor or person duly authorized by the Village of Ashcroft.

25. No mausoleums, vaults or other methods of interment above ground shall be permitted in the Cemetery except for those constructed by the Village of Ashcroft.

26. A grave liner shall be used for each interment, except where cremated remains are interred according to the requirements of Section 22 or scattered in the consecrated area of the Cemetery. Such liner to be made of reinforced concrete.

Cemetery Caretaker

27. The Village may authorize the appointment of a cemetery caretaker and the duties and responsibilities of a caretaker so appointed shall be, among other things, to carry out, or cause to be carried out by cemetery workmen placed under his supervision:

a) Dig and prepare or cause to be dug and prepared, all plots required to be dug, as well as be responsible for the opening and closing of graves.

b) Direct all funerals in the Cemetery to the correct gravesite.

c) Install, or arrange for the installation of all memorial tablets.

d) Carry out, or cause to be carried out, the general work of the Cemetery to maintain it in a neat tidy condition, including the maintenance of paths, gates, fences and other cemetery improvements.

e) Maintain records as required by the *Cremation, Interment and Funeral Services Act Regulation* and to submit whatever reports are required.

f) Complete such other work as may be directed by the Village.

g) Ensure that no plot in the Cemetery shall be defined by a fence, hedge, rooted plant, border curbing or railing unless permission for such installation is first obtained from the Village, the fees as set by the Village are first paid, and the improvements are constructed according to specifications of the Caretaker. Maintenance of the entire cemetery plot on which such special items are installed shall be the responsibility of the party obtaining such permission. If such upkeep is not maintained, the Caretaker shall remove those special items.

Administration and Care Trust Fund

28. The Administrator, or designate, shall maintain records as necessary for the administration and management of the Cemetery and as required under the *Cremation, Interment and Funeral Services Act.*

29. The Administrator, or designate, is hereby authorized on behalf of the Village and subject to the provisions of this Bylaw to grant a contract in the form set out in Schedule "A" hereof in respect of any unoccupied or unreserved grave space in the Cemetery.

30. The Administrator, or designate, shall issue all permits for interment required by this Bylaw except as otherwise provided herein.

31. Upon issuing any contracts for interment in the Cemetery, or open viewing an order for exhumation from the proper authority as required by Section 15 hereof, the Administrator, or designate, shall notify the Caretaker before the time of the intended interment or exhumation, giving the name of the deceased, the number and location of the grave space concerned and any instructions of the Medical Health Officer relative to the interment or exhumation.

32. A fund shall be established to be known as "The Ashcroft Cemetery Care Trust Fund" and such fund shall be administrated in accordance with the requirements of the *Cremation, Interment, and Funeral Services Act* and regulations for the establishment and administration of a Municipal Cemetery Care Fund and in accordance with the procedures hereinafter set out.

33. A bank account shall be established to be known as "The Ashcroft Cemetery Care Trust Fund Account" into which the Administrator shall pay all funds received for care fund purposes and all such funds shall be deposited in said account, and there held pending investment as hereinafter provided.

34. On all licences for use of plots sold there shall be paid into "The Ashcroft Cemetery Care Trust Fund" the amount received for each licence sold from fees as specified in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time.)

35. On all contracts for the use of grave space, the amount required for Care Fund purposes shall be specified.

36. Any owner of a memorial marker, desiring to have same installed in the Cemetery, shall pay the Village of Ashcroft prior to the installation of such memorial, an amount specified in Schedule "B" of the Fees and Charges Bylaw (which may be amended from time to time) which will include a specified amount as a contribution to the Cemetery Care Trust Fund and such amounts when received shall be paid into the Cemetery Care Trust Fund for investment as hereinafter provided.

37. Investment of funds received for care fund purposes shall be made as required by Regulations of the *Cremation, Interment and Funeral Services Act* applicable to Municipal Cemetery care funds.

38. The income from the Cemetery Care Trust Fund, including any appreciation thereof, shall be used for the sole purpose of upkeep and maintenance of the property licensed, and the Cemetery of which it forms a part.

39. The principal sum of the Cemetery Care Trust Fund shall not be reduced otherwise than in accordance with an order of the Minister made pursuant to the Regulations under the *Cremation, Interment and Funeral Services Act.*

40. A separate account of all monies received under the provisions of the Bylaw and all monies expended hereunder shall be kept by the Village and any surplus remaining of receipts over expenditures shall be paid at the end of each fiscal year into the Cemetery Trust Fund.

Memorial Markers

41. No memorial marker other than a tablet type memorial marker, as specified in Section 42 may be installed on a grave.

42. A tablet type memorial marker may be installed on a grave in the Cemetery provided the installation fee is paid, and upon payment of said fees, therefore, such person or persons shall be entitled to receive a contract in the form of Schedule "A" attached to and forming part of this bylaw, and the tablet is made of stone or bronze and conforms to the following:

a) Each memorial tablet shall be installed by the Caretaker in a position on the grave according to that established by the Village of Ashcroft for memorials on graves in the Cemetery and shall have its top surface set level and flush with the surface of the surrounding ground.

b) Each bronze memorial tablet shall be attached to a concrete base of not less than 10cm (4") thick, with side surfaces true and perpendicular with the top surface of the attached tablet.

c) Each stone memorial tablet shall be not less than 7.5 cm (3") thick and shall have its side surfaces true and perpendicular with its surface.

d) Except as permitted otherwise, in subsection (b) and (c), the top surface of memorial tablets and concrete bases shall measure as follows:

Adult size Graves (Regular Burial)
Memorialization of one (1) person: 30 cm x 50 cm (12"x 20")
Memorialization of two (2) persons: 45 cm x 75 cm (18" x 30")

Cremated Remains Size Graves
Memorialization of one (1) person: 20 cm x 28 cm (8" x 12")
Memorialization of two (2) persons: 30 cm x 60 cm (12" x 24")

e) A bronze memorial tablet intended for installation on the grave of an adult or child may be smaller than its concrete base provided the concrete base conforms to the size for the base extending beyond the tablet does not exceed 5 cm (2") wide and has a smooth, slightly beveled surface to shed water at its outer edges.

f) One memorial tablet only may be installed on each grave, but where two persons are buried side by side in adjacent graves, one 45 cm x 74 cm (18" x 30") tablet which provides for the same memorialization of both persons may be used instead of two separate tablets provided the single tablet so used is set to embrace evenly the two graves concerned.

g) One memorial tablet only may be installed on each cremated remains grave but where two persons are buried side by side in adjacent graves, one 30 cm x 60 cm (12" x 24") tablet which provides for the same memorialization of both persons may be used instead

of two separate tablets provided the single tablet so used is set to embrace evenly the two graves concerned.

h) Where multiple interments have been allowed as outlined in Section 22, memorial markers may be installed for each interment, however the size of each marker must not exceed the cremated remains sizes as outlined in 42.d. above.

General

43. Cut or artificial flowers, wreaths, and floral offerings may be placed on plots but may be removed by the Caretaker when their condition is considered to be detrimental to the Cemetery.

44. No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs, or rocks in the Cemetery other than an employee or Caretaker of the Village of Ashcroft authorized to do so.

45. No person shall damage or deface any memorial, fence, gate or structure in the Cemetery, or any improvements in the Cemetery.

46. No person shall enter the Cemetery in a vehicle.

47. No person shall solicit orders for markers, tablets, memorials, capping, or like works within the limits of the Cemetery.

48. All persons and funeral processions in the Cemetery shall follow instructions of the Caretaker.

49. The discharging of firearms, other than in regular volleys at military burial services, is prohibited in the Cemetery.

50. Any person who willfully 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 of any monument, gravestone, or other structure or lot within the Cemetery, or willfully destroys, cuts, breaks, or injures any shrub or plant or plays at any game or sport, or who willfully or unlawfully disturbs persons assembled for the purposes of burying someone in the Cemetery, or who commits a nuisance, or behaves within the Cemetery in an indecent or unseemly manner, or deposits any rubbish or offensive matter or thing within the Cemetery shall be guilty of an infraction of this Bylaw and shall be liable to the penalties thereof, as provided for in Section 53 hereof.

51. The Cemetery shall be open to visitors from 8:00 a.m. to 8:p.m. daily. Any persons in the Cemetery between 8 p.m. and 8 a.m. the following morning, without the special permission of the Caretaker shall be guilty of an infraction of this Bylaw.

52. Only dogs on a leash will be permitted within the Cemetery.

Penalties

53. Every person who commits an offence against this Bylaw is liable to a fine and penalty not exceeding five hundred dollars ($500.00) and costs.

General Provisions

54. Notwithstanding anything herein contained, the administration and operation of the Cemetery shall be carried out at all times in accordance with the *Cremation, Interment and Funeral Services Act* and Regulations made there under.

55. This Bylaw may be cited for all purposes as the “Village of Ashcroft Cemetery Bylaw No.754, 2008.”

56. Cemetery Bylaw No. 351 and all amendments thereto are hereby repealed.

READ A FIRST TIME THIS	15th	DAY OF	October	, 2008
READ A SECOND TIME THIS	15th	DAY OF	October	, 2008
READ A THIRD TIME THIS	15th	DAY OF	October	, 2008
RECONSIDERED AND ADOPTED THIS	10th	DAY OF	November	, 2008

Morley H. (Andy) Anderson, Mayor

J. Michelle Allen, Chief Administrative Officer

Certified to be a true and correct copy of
Bylaw No. 754 as adopted by Council.

J. Michelle Allen, Chief Administrative Officer

/kw

VILLAGE OF ASHCROFT
dba Ashcroft Cemetery
601 Bancroft Street, Ashcroft, BC
Telephone: 250-453-9161 Fax: 250-453-9664

SCHEDULE "A"
INTERMENT RIGHT CONTRACT

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

DATE: _____

NAME OF PURCHASER:		
ADDRESS:		
Ph. **Cell:** **Email:**		
NAME OF DECEASED:		**GENDER:**
LAST ADDRESS OF DECEASED:		
DATE OF DEATH:	**PLACE OF DEATH:**	**RESIDENT:**
DATE OF BIRTH:	**PLACE OF BIRTH:**	**AGE:**

INTERMENT PARTICULARS

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

GRAVE SPACE #	**ROW #**	**BLOCK #**
DAY & DATE OF INTERMENT:		
☐ **GRAVESIDE SERVICE:** All services shall be conducted at the graveside commencing at: _____ (time)		
☐ **OFF-SITE SERVICE:** A service will precede interment at (location): _____@ _____ (time) Estimated arrival at Cemetery for the interment is: _____ (time)		

FEES

Plot:	**Perp. Care Fund Memorial:**	**Other:**
Perp. Care Fund Plot:	**Weekend / Stat Holiday Fee:**	**Sub-Total:**
Open / Close:	**After Hours Burial:**	**GST:**
Liner:	**Transfer of License:**	**Total Due:**
Memorial Installation:	**Other Charges:**	

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

PAYMENT METHOD: ☐ **Cash** ☐ **Debit** ☐ **Cheque** ☐ **Other (specify)**_____

IN WITNESS WHEREOF the parties executed this agreement on the _____ day of _____, _____.

_____ _____ _____

Signature of Purchaser/Authorized Person | Relationship to Deceased | Signature for the Village of Ashcroft

_____ _____

Print Name of Purchaser/Authorized Person | Print Name of Cemetery Representative

TERMS AND CONDITIONS

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

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

REQUIREMENTS PRIOR TO DISPOSTITION
Pursuant to Sections 8(3) (b) (ii) *Cremation, Interment and Funeral Services Act*, the Village of Ashcroft cannot proceed with the interment of a deceased at the cemetery unless a written authorization for disposition is received in advance from the person with the legal right to authorize the disposition of the deceased.

RECLAMATION of UNUSED INTERMENT RIGHTS
The Village of Ashcroft reserves the right to reclaim the interment rights for an unused plot where such reclamation shall be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the Cremation, Interment and Funeral Service Regulation of B.C. or such reclamation regulation or legislation as may be enacted in the future.

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

CANCELLATION & REFUNDS:
TO CANCEL, you must provide a written notice of cancellation. The notice must be forwarded to the Village of Ashcroft, 601 Bancroft Street, PO Box 129, Ashcroft, BC, V0K 1A0. The notice of cancellation by a method that will allow you to prove that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.

- **INTERMENT RIGHTS FOR PLOTS:** Refund payable shall be the original purchase price of the space indentified LESS the amount of the Care Fund contribution for the space and LESS the current Administration Fee.
- **CARE FUND CONTRIBUTIONS:** IF YOU CANCEL AFTER FUNDS ARE DEPOSITED INTO THE CARE FUND, THE AMOUNT DEPOSITED INTO THE CARE FUND SHALL NOT BE REFUNDABLE.
- UPON CONFIRMATION OF THE REQUESTING PARTY/DECEASED'S ESTATE LEGAL RIGHT TO RECEIVE ANY REFUND, THE VILLAGE OF ASHCROFT WILL PROVIDE ANY REFUND OWING WITHIN 30 DAYS FROM THE CONFIRMATION DATE.

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

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

CEMETERY RULES AND REGULATIONS

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

/kw

VILLAGE OF ASHCROFT
dba Ashcroft Cemetery
601 Bancroft Street, Ashcroft, BC
Telephone: 250-453-9161 Fax: 250-453-9664

SCHEDULE "B"
FEES AND CHARGES

TARIFF

GRAVE SPACE	**TOTAL FEE**
Adult size grave space – resident (includes $62.50 to Care)	$ 250.00
Adult size grave space – non-resident (includes $75.00 to Care)	$ 300.00
Cremated remains – resident (includes $25.00 to Care)	$ 100.00
Cremated remains – non-resident (includes $37.50 to Care)	$ 150.00

SERVICES

Opening & Closing Grave for Burial

Adult size	$ 250.00
Cremated remains	$ 100.00

Opening & Closing for Exhumation

Adult size	$ 500.00
Cremated remains	$ 100.00

After Hours Burials

Burials after 3:30 pm Monday to Friday – regular fee plus	$ 200.00
Burials on Saturday, Sunday or Statutory Holiday – regular fee plus	$ 200.00

Transfer of Licence

Transfer of Licence	$ 10.00

Memorial Installation

Installation of memorials (includes $20.00 to Care)

• Single (30 cm x 50 cm); (20 cm x 28 cm); (30 cm x 60 cm)	$ 100.00
• Double (45 cm x 75 cm)	$ 180.00

GOODS

Grave liners

• Full size grave (concrete)	$ 400.00
• Cremated remains (poly)	$ 100.00

/kw