

ST. THERESA ROMAN CATHOLIC CEMETERY



Located at 2860 Sexsmith Road

Kelowna, BC

V1X 7S6

Cemetery office: 750 Rutland Road North

Kelowna, BC V1X 3B7

Phone: (250) 765-6869

BYLAWS AND FEES

Revised August 31, 2023

Cemetery History (or The Cemetery)

Land for a cemetery was donated to St. Theresa church in 1935 by Tom Carney. Tom Carney, Walter Folliard and Joe Schneider developed the property into St. Theresa Roman Catholic Cemetery, in the spring of 1935. Mr. Walter Folliard, a First World War Veteran, (Private), was the first person buried in the cemetery on December 3rd, 1935. Volunteers provided a minimum amount of maintenance until water for irrigation became available, and the previously barren land that was without trees, shrubs or lawn was landscaped, and a sprinkler system was installed. Many parishioners participated in beautifying the cemetery.

The cemetery was re-dedicated in 1982. In the summer of 1989, vandals damaged the Corpus on the Cross, and a new one was ordered and installed.

The first guidelines for the maximum use of the cemetery space were drafted by the Parish Council in 1983, and were introduced by Fr. Robert Anderson, Pastor of St. Theresa Roman Catholic Parish. The original guidelines, in addition to new ones put forth, are in effect today.

By 2021, St. Theresa Roman Catholic Cemetery was the resting place for over 960 people. Father Alexander Louis de Lestre (1879-1967), the second resident priest, served St. Theresa Parish from 1937-1952. He has a place of honor in St. Theresa Cemetery.

Purpose of the Cemetery

St. Theresa Roman Catholic Cemetery is an extension of our Corpus Christi Catholic Parish community, (formerly St. Theresa Parish and Holy Spirit Chapel), a place for peace, prayer, reflection, hope and remembrance. St. Theresa Cemetery is a vital part of our Catholic life, expressing our faith, from conception to our natural end, reverence and respect for sacred burial on consecrated ground. We bury the dead with dignity and respect in the Catholic tradition; we comfort the living with compassion and concern and we provide sacred space for remembering. The cemetery is a place where the faithful express their belief in the Communion of the Saints, and offer prayers on behalf of the departed.

Purpose of the Bylaws

The cemetery is private property. Interment Rights Holders and the public may visit the cemetery at their own risk and shall be governed by these Bylaws. St. Theresa Roman Catholic Cemetery and the Cemetery Committee shall not be held responsible for any injuries sustained at the cemetery. By-law compliance ensures the safety of the Cemetery and all visitors, and the maintenance of proper cemetery operations. The use of any plot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws of the cemetery as may be currently in effect, or from time-to-time, amended.

These Bylaws have been adopted for the mutual protection of the Owners of Interment Rights within St. Theresa Roman Catholic Cemetery, visitors, Cemetery employees, and committee members or designated contractors. Enforcement of these Bylaws will help to protect the Cemetery and create and preserve its beauty. These Bylaws have been adopted as the Bylaws of the Cemetery, and all Owners of Interment Rights, visitors and persons performing work within the Cemetery shall be subject to these Bylaws. The bylaws and attached Schedules may at any time be changed, amended, altered, repealed or added to upon the approval of the Cemetery Committee, at its discretion and without prior notice to any Interment Right Holders.

The following schedules are attached to and form part of these Bylaws:

- Schedule A Definitions
- Schedule B Fee Schedule
- Schedule C Interment Contract (and Plot Reservation License)
- Schedule D Surrender or Transfer of Reserved Plot Permit
- Schedule E Disinterment Permit

- Schedule F Interment Authorization
- Schedule G Marker Modification Authorization
- Schedule H Family Cremation Plot Interment Authorization

Bylaw 1 Administration

1.1 The administration of St. Theresa Roman Catholic Cemetery shall at all times be carried out in accordance with the Business Practices and Consumer Protection Act, the Cremation Interment and Funeral Services Act, and the Cremation Interment and Funeral Services Regulation. Consumer Protection BC enforces and administers these Acts and Regulations. St. Theresa Roman Catholic Cemetery is a religious cemetery owned, managed and administrated by Corpus Christi Roman Catholic Church. The cemetery operates on its own funds which are separate from the parish. The goal is to raise enough funds through donations and interment right sales to ensure that funds are available for the ongoing maintenance of the cemetery, even after families and volunteers are no longer available. The cemetery operates in accordance with the above mentioned Acts and Regulations and the rules and discipline of the Roman Catholic Church. It reserves the right to refuse admission to the cemetery and to refuse the use of any of the cemetery’s facilities at any time, to any person or persons whom the management may deem to be objectionable to the interest of the Cemetery. Religious ceremonies other than those of the Roman Catholic Church are not permitted in the Cemetery unless the consent of the Cemetery Committee has been obtained.

1.2 Severability

If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed, or corrected, and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

1.3 Administrative Records

The Cemetery Administrator and the Office Manager shall maintain such records as are necessary for the administration and management of St. Theresa Roman Catholic Cemetery, and as are required by the *Cremation, Interment and Funeral Services Act and Regulation*.

1.4 Fiscal Year

The financial year for St. Theresa Roman Catholic Cemetery shall be the calendar year from January 01 to December 31.

1.5 Parish Served

Spaces in St. Theresa Roman Catholic Cemetery are intended for the burial of parishioners of Corpus Christi Parish. This limitation is necessary because there is limitation of space and Corpus Christi Parish is responsible for all ongoing expenses for comprehensive grounds maintenance and perpetual care.

Bylaw 2 Cemetery Operations

2.1 Cemetery Location

2860 Sexsmith Road, Kelowna, BC

Legal Description: Lot 32, Plan KAP4199B, Section 3, Township 23, Osoyoos Division of Yale Land District, Pt of L 32 PL 546 S/O PL B4199

2.2 Cemetery Administrations

St. Theresa's Roman Catholic Cemetery Committee ("the Cemetery Committee") ensures compliance with the Business Practices and Consumer Protection Act, the Cremation Interment and Funeral Services Act, the Cremation Interment and Funeral Services Regulation, and any successor legislation, oversees the fiscal management of the cemetery, administers the Cemetery, and maintains cemetery records, bylaws and schedules. The Cemetery Committee has all such powers and authority as is necessary to permit such operation. All decisions regarding committee membership will be made at the discretion of the Cemetery Committee.

2.3 Delegation of Authority

Authority is delegated to the Cemetery Administrator and to the Office Manager of Corpus Christi Parish to administer this bylaw in accordance with the duties and powers contained in this bylaw, and the legislative requirements under the CIFSA, BPCPA, and related regulations.

2.4 Cemetery Plan

A copy of the plan of the Cemetery shall be kept available for public inspection by the office manager at Corpus Christi Parish.

2.5 The Cemetery Administrator

The Cemetery Administrator or his designate shall be responsible for the overall management and operation of the cemetery, including but not limited to: (a) directing and supervising all cemetery employees and workers in carrying out their duties, including, but not limited to, maintaining the general cemetery care and maintenance and repairing, cutting or mulching grass, removal of leaves and debris, pruning of shrubs and trees, looking after the irrigation system, cemetery lands and improvements, opening and closing graves, directing funerals and installing memorials; (b) ensuring that the cemetery is at all times maintained in a neat, tidy and safe condition, as may be possible at the discretion of the Cemetery Committee. General cemetery care shall in no case mean maintenance, repair or replacement of any vase, memorial, flowers or other objects placed upon a grave.

2.6 The Office Manager

The Office Manager shall coordinate with the Cemetery Administrator the maintenance of records, issue permits, administer applications for interment, and ensure the preparation and maintenance of all records required under this bylaw, *Cremation, Interment and Funeral Services Act and Regulations* and the *Business Practices and Consumer Protection Act and Regulations* for the proper and efficient administration and management of the Cemetery.

2.7 Compliance of Bylaws

The Cemetery Committee reserves the right to compel all persons coming into the Cemetery to obey all Bylaws adopted by the Cemetery Committee and reserves the right to remove, alter or change any improvements, alterations or embellishments at the expense of the Right of Interment holder. The Cemetery Committee reserves the right to remove anything that is unsightly, dangerous or impedes the progress of care.

2.8 Liability, Loss or Damage to Property

The Cemetery Committee or its' delegate may take reasonable precautions to protect against loss or damage to property or rights with the Cemetery; but it expressly disclaims all responsibility or liability for loss or damage to any monument, marker, pictures, or other structures or parts thereof, from causes beyond its reasonable control, and specifically, but not by way of limitation, from loss or damage caused by routine cemetery operations, elements and act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labour

trouble, mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect. Grave markers, monuments, plaques, artifacts, personal effects, etc., and similar items are the personal property of individual plot owners and/or their families, and the Cemetery is not responsible for their loss or deterioration. They are not the property of the Cemetery. The Cemetery does not insure such personal property. Accordingly, plot owners are encouraged to speak with their personal insurer if they wish to insure their personal property which is present at the Cemetery. Grave markers, monuments and similar items may require care or repairs, and this is the responsibility of the plot owners and/or their families. The cemetery administrator must grant approval in writing before any repairs are undertaken. St. Theresa Roman Catholic Cemetery shall not be liable in respect to any care or repairs required to improve existing gravesites beyond the normal cemetery maintenance level of service.

2.9 *Improvements within the Cemetery*

The Cemetery Committee or its' delegate shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery. No persons other than duly authorized persons, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery Committee. All alterations of plots in the cemetery shall be under the direction of and subject to the approval of cemetery administrator. If made without written consent of the cemetery administrator, the cemetery administrator or caretaker may remove such unapproved alterations at the expense of the interment rights holder.

Bylaw 3 *Interment, Disinterment and Exhumation*

3.1 *Arrangements for Interment*

Arrangements for interment must be made at the office of the Office Manager in writing by the person authorized with the right to control the disposition of the human remains or cremated human remains as set out in Section 5 (1) of the Cremation Interment and Funeral Services Act.

All persons applying for interments in St. Theresa Roman Catholic Cemetery shall provide the Registration of Death or Cremation Certificate and a completed and signed copy of Schedule "C" and Schedule "F" of our bylaws, and the following information for the purpose of records as required before such interment is permitted:

- (a) The full name of the deceased and name of the person with the Right of Interment, if not the same.
- (b) Place/date of birth and place/date of death.
- (c) Age.
- (d) Day, date and time of interment.
- (e) Plot number in case of pre-purchased plot into which the deceased is to be interred.
- (f) Name of the Funeral Home.
- (g) The name(s) and related addresses of the person(s) to receive the Interment Right authorization for the Plot.
- (h) The name(s) and related addresses to the next of kin.
- (i) Burial Permit
- (j) Signed contract (Schedule C), and Interment Authorization (Schedule F), in the event of a casket burial or in the case of a Family Cremation Plot Burial, (Schedule H).

The human remains of a deceased person or cremated human remains shall not be accepted for interment unless accompanied by the information required in Bylaw 3.1

With the exception of a Family Cremation Plot, St. Theresa Roman Catholic Cemetery reserves the right to refuse to sell to any person Rights of Interment in excess of two plots. No Family Cremation plots will be sold

in common ownership, (multiple ownership or joint ownership). The title of ownership must stand in one name (sole owner).

3.2 *Interment Right Contract (Plot Reservation License)*

St. Theresa Roman Catholic Cemetery may, subject to meeting the qualifications for interment in St. Theresa Roman Catholic Cemetery and payment of fees, grant a Right of Interment for a vacant, unreserved plot. A right of interment does not vest in the holder any title or interest in the land or lot, but instead provides for the interment of the person named on the Interment Right Contract.

An interment right holder shall either reserve the right to use that plot for themselves or authorize another qualified person to be interred in the plot to which the right of interment refers. An interment right holder may only designate one plot for his/her own use.

A Right of Interment for any unused plot may only be transferred back to St. Theresa Roman Catholic Cemetery. The interment right holder or executor must supply this request in writing, using form Schedule “D” of these bylaws and the original interment right must be surrendered to St. Theresa Cemetery office.

A Right of Interment may be surrendered to the Cemetery at the discretion of the office manager. A refund, as noted in bylaw 3.15 or 3.16 will be issued to the Interment Right Holder provided: a. there are no interments in the designated plot; b. the Interment Right Holder or their executor provides written notice for intent to surrender the right; c. the Right of Interment is surrendered; d. a transfer fee is paid in the amount listed in Schedule “B” and Schedule “E”, and any fees associated with the removal of any memorial that is on, or embracing, the surrendered plot is paid.

All persons who purchase Interment Rights shall be responsible for the cost thereof and for all charges in connection therewith. Any person signing an order for interment shall be responsible for all charges in connection with such interment. Such person all, additionally be responsible for compliance with the rules and guidelines governing installation of memorials and adornments.

An Interment Right Contract must be completed, as well as correct authorizations and documents under the law, and all fees paid prior to the interment of human or cremated human remains. All permits for interment of deceased human remains, (see Bylaw 3.1), shall be in the form of an Interment Right Contract. All rights of interment shall be subject to these bylaws, and to all bylaws now or hereafter adopted by the Cemetery Committee.

3.3 *Interment*

Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains and cremated human remains. Every person wishing to arrange interment and for other cemetery services for a deceased person shall obtain and sign the Interment Right Contract contained in Schedule “C” and shall provide a completed copy of Schedule “F” and for that purpose shall:

(a) make application at the office of the Cemetery during office hours, setting forth a statement of the name, age, date of death of the deceased, cause of death, proposed date and time of interment, and such other information as required in Bylaw 3.1; and

(b) pay the applicable interment fees prescribed in Schedule “B” of these Bylaws before an interment is permitted in a particular plot within the Cemetery. All fees for disinterment must also be paid in advance in full at the office of the Cemetery at the time of purchase. The Right of Interment is for the use of the plot and associated memorialization subject to these Bylaws and the CIFSA. All fees and charges related solely to the plot and do not include any other charges including without limitation, charges for grave services, such as opening and closing graves at time of interment or disinterment, grave and cremation liners, installation of memorial markers, or miscellaneous expenses in accordance with the fees then in effect under the Bylaw or any

subsequent Bylaws. The Interment Right Holder is responsible for these extra expenses. The issuance of a right of interment does not entitle the Holder to require the Cemetery to inter the human remains or cremated human remains of the designated person in the plot unless the Holder complies in all respects with the provisions of these Bylaws, including without limitation, the payment of fees related to documents required in Schedule “C” and authorization document in Schedule “F”, plus all information required in Bylaw 3.1, and the payment of fees related to the office secretary at least two weeks before interment of human or human remains will be allowed”.

3.4 *Reservation of Plots*

Cemetery plots may be reserved prior to the need for an interment, but this is not a pre-need cemetery services contract. Any fees for cemetery services are not due until interment arrangements are made with the Office Manager. The sale of an Interment Right is not the sale of a plot, but the right to an interment in an assigned plot (grave space). Fees for the Interment Right are due at the time a plot is reserved. Fees to reserve a plot are listed in Schedule “B” of these bylaws. There are additional charges for cemetery services, such as funeral director charges or miscellaneous expenses. The Interment Right holder is responsible for these extra charges. An Interment Right Holder does not acquire any rights or interest on the roads, paths, and other areas that allows access to and from any plot or interest in any gardens, structures, buildings or other property at St. Theresa Roman Catholic Cemetery.

All reserved plots must be paid in full at the time the plot is reserved.

3.5 *Human Remains Only*

Only human remains and cremated human remains shall be interred in St. Theresa Roman Catholic Cemetery. No above ground interments are permitted. The scattering of cremated remains is not permitted.

3.6 *Grave Liners*

Every interment in the Cemetery shall be made in a container encased in a non-decomposing grave or cremation liner that will be provided at a cost by the Cemetery.

3.7 *Opening and Closing of Graves*

No grave may be dug, opened or closed by any person other than a person authorized to do so by the Cemetery Administrator.

3.8 *Right to Correct Errors*

(1) In the event that an error is made on the part of St. Theresa Roman Catholic Cemetery in making a plot reservation prior to the use of a plot for interment, and that plot is no longer available, St. Theresa Roman Catholic Cemetery reserves the right to

- (a) amend the effect Right of Interment or other reservation made prior to the enactment of these Bylaws, so as to provide a plot of equal or greater value and similar location in St. Theresa Roman Catholic Cemetery acceptable to the Plot Holder, or
- (b) cancel the Right of Interment and refund the full amount paid without interest, as evidenced in St. Theresa Roman Catholic Cemetery records, for the reservation. The Plot Holder shall notify the Cemetery Administrator of the Plot Holders’ preference within 30 days of the notification of the error. If there is no agreement from the Rights Holder, either party may apply to the Director of Consumer Protection BC, who may resolve the matter in any way the registrar considers appropriate in the circumstances as per Section 43 of the CIFSA.

(2) Where human error is made, and human remains are interred in the wrong plot, the Cemetery shall, upon receiving permission from the person authorized and describe in Section 5(1) of the Cremation Interment and Funeral Services Act, (CIFSA),

(a) disinter the human remains from the wrong plot and inter them in the correct plot if available, or
(b) if the correct plot is not available, disinter the human remains from the wrong plot and inter them in a plot in St. Theresa Cemetery acceptable to the representative of the Plot Holder, and shall, within 30 days after that, notify the registrar of Consumer Protection, British Columbia, of disinterment and interment.

(3) Where the parties fail to agree on a settlement under subsection (1b) or (2b), either party may apply to the Director of Consumer Protection B.C. who may resolve the matter in any way the registrar considers appropriate in the circumstances as per Section 43 of the CIFSA.

St. Theresa Roman Catholic Cemetery nor the Cemetery Committee shall be liable in respect to any such errors, except as foresaid.

3.9 Full Burial /Cremation Plots

A single full burial plot (adult plot), may be purchased and used for the interment of two human remains. The burial plot may then be used for two burials with the first at eight feet (2.4m) and the second at six feet (1.8m). The distance between the uppermost grave liner and the soil surface shall not be less than 3 feet (0.9m). No” side by side” plots are available. An approved vacant single full burial plot (adult plot) may be purchased and used as a cremation family plot and may contain up to six (6) cremation plots, if there are no burials in that plot. Cremation plots may contain two cremated remains. The distance between the cremation grave liner and the soil surface of a cremation plot shall be 2 feet (60.9cm).

Infant/Child Burial/Cremation Plots

A plot for the interment of an infant/child may be used for the interment of one child (casket type ore cremation type), and may contain two additional cremated remains.

3.10 Size of Plot Spaces

- (a) the size of adult and family plots shall be (6) six feet by (10) ten feet or (1.8m x 3.05m)
- (b) the size of an infant/child burial/cremation plot shall be (3) three feet by (6) six feet or (0.9m x 2.8m)
- (c) the size of a standard cremation plot shall be (3) three feet by (4) four feet or (0.9m x 1.2m)
- (d) the size of a cremation plot in a family cremation plot shall be (2) two feet by (2) two feet or (0.61m x 0.16m)

3.11 Number of Interments per Adult Plot

The following outlines the maximum number and types of remains that may be interred in any one grave:

- (a) one single full-size interment (human remains in a casket); or
- (b) two full-size interments (human remains in caskets), (double depth), with the first full size interment at the lower depth than the second interment at the upper depth; or
- (c) Up to (4) four cremation plots may be permitted in an adult burial plot after one or two casket burials have been interred in a plot. No additional casket burials shall be permitted in that plot if there is (1) full burial in that plot and there is (1) one cremated human remains already interred in that plot or
- (d) up to (2) two cremated human remains in urns in a single plot or
- (e) in a family cremation plot where there are no full burials and where the interment grave size is limited to 2 ft. x 2ft. (0.61m x 0.61m). (6) six interment plots each with up to (2) two cremated human remains in separate urns will be permitted.

No methods of interment above ground level shall be permitted in the Cemetery. Scattering of cremated human remains is not permitted and any part of the Cemetery.

The plot holder or heirs, as outlined in Section 5(1) of the CIFSA, must grant written authority to the office administrator permitting the interment of all remains, subsequent to the first interment. No additional full burials shall be permitted if there are two (2) full burial in that plot and there are (4) four cremated human remains already interred in that plot. A second or subsequent interment may not disturb any previous interment(s) in the same plot. Placement of cremated remains interred in each plot shall be set in the plot as follows: (i) The first interment is to be placed on the left-hand side of the plot just below the main memorial; (ii) The second interment is to be placed on the right-hand side of the plot just below the main memorial;; and (iii) The third and fourth interments are to continue to follow this formation alternating from left to right. The Cemetery will not be liable for any delay in the interment of a body or cremated human remains where a protest has been made, where the bylaws have not been complied with, when weather conditions hinder the burial or where such burial is prohibited.

3.12 Right of Interment is Not Transferable

The Holder of an Interment Authorization or Right of Interment shall not allow or permit any interment in a grave space, and shall not resell, transfer or dispose of the right to use the plot to another person, except at the discretion of the Cemetery Committee. A request for transfer or disposal must be made in writing pursuant to Schedule “D” of these Bylaws to the Cemetery Committee. The Cemetery Committee may, at its sole discretion, allow or reject the transfer or sale of the Right of Interment for any unused plot. All Rights of Interment shall be subject to the provisions of this bylaw and to all bylaws now or hereafter adopted by the Cemetery Committee.

3.13 Transfer of Plot

A Right of Interment may not be transferred by an Interment Rights Holder or executor(s) of a person’s Will except at the discretion of the Cemetery Committee. The transfer of any right of interment or cemetery plot whether by conveyance, by sale, or as an outright gift or as a bequest, or otherwise shall be subject to the Bylaws of St. Theresa Roman Catholic Cemetery. An application for transfer shall be made to the Cemetery Committee along with:

- (a) payment of the transfer fee prescribed in Schedule “B”,
- (b) payment of all outstanding Cemetery charges and fees owed by the Interment Right Holder;
- (c) the transfer request must be in writing by the holder of a Right of Interment Contract or the executor of a persons Will, and shall be in the general form of the Surrender or Transfer of Reserved Plot Permit as set out in Schedule “D” and such other information as the Office Manager may reasonably request; as detailed in Bylaw 3.1 and
- (d) the original Right of Interment or permit.

Any such transaction shall not be recognized unless and until recorded in the records of St. Theresa Roman Catholic Cemetery, and the payment of the transfer fee prescribed in Schedule “B”.

3.14 Approval of Transfers

If a transfer of a Right of Interment is approved, the Office Manager shall: (a) record the details of the transfer including the name, mailing address and all other contact information of the proposed transferee in the Cemetery records kept for that purpose; and (b) enter into a new Interment Right Contract with the applicant.

3.15 Right of Interment Cancellation and Refunds

Upon receiving a written request by a person holding a Right of Interment Contract or executor of the Will to forfeit such right to use and occupy the plot, within 30 days of its purchase the Office Manager may cancel the Right of Interment Permit and a full refund of the original purchase price of the plot identified, without interest shall be paid provided that: (a) there were no interments in the plot, and (b) the Interment Right Holder or executor of the plot holders estate submits a written application to the Office Manager, requesting cancellation of the Right of Interment, and (c) the original Right of Interment of permit is surrendered, and (d) the cost for removal of any Memorial(s) are paid.

Upon acceptance by St. Theresa Roman Catholic Cemetery of the cancellation of Right of Interment Contract, the office manager may re-assign the Right of Interment to another person and shall affect the transfer and amend its records accordingly.

3.16 Cancellation of Right of Interment

An Interment Right Holder may cancel a Right of Interment more than 30 days after its' purchase and obtain a refund equal to 75% of the original fee paid, without interest provided that: (a) there were no interments in the Plot, and (b) the Interment Right Holder or executor submits a written application to the Office Manager requesting cancellation of the Right of Interment and pays the Cancellation Fee prescribed in Schedule "B" of this bylaw, and

(c) the original Right of Interment or license is surrendered, and (d) the costs for removal of any Memorial(s) are paid. Upon acceptance by St. Theresa Roman Catholic Cemetery of the cancellation, the Office Manager may re-assign the Right of Interment to another person and shall affect the transfer and amend its' records accordingly.

3.17 Exchange of Plot

Any individual who holds a reservation on an adult size plot and who wishes to place cremated human remains therein may be granted a cremation size plot in exchange for the reservation plot. Interment of cremated remains solely, is permitted only in Family Cremation plots. An exception to accommodate spouses desirous of being buried together, but with different burial requests, can be considered whereby the remains of the spouse will be allowed in an adult size plot prior to interment of cremated human remains. The cremated remains must be placed in a non-decomposing urn.

3.18 Reclamation of Right of Interment Previously Sold

(1) With prior approval of the director, an operator may sell a Right of Interment for a plot in a place of interment where the right of interment for the plot has been previously sold, but only if:

(a) the owner of the Right of Interment is at least 90 years of age or, if living, would be at least 90 years of age,

(b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,

(c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the Right of Interment to the last known address of the Interment Right Holder and the operator has not received a response from the Interment Right Holder,

(d) the operator has made diligent attempts to contact the Interment Right Holder but is not able to locate or contact the Interment Right Holder.

(2) On receipt of an application from an operator, the director may approve or reject the application for a sale of the Right of Interment with or without conditions.

(3) If the director refuses the application, the director must give the applicant written reasons for the decision.

(4) If a Right of Interment for a plot is sold in the circumstances described in subsection (1), and the Right of Interment is subsequently required for use by the original Interment Right holder, the operator must provide another Right of Interment of equal or greater value that is acceptable to the original Interment Right holder or the person who has authority under Section 5 of the CIFS Act with respect to the deceased Interment Rights Holder.

3.19 Proof of Inheritance

When the owner of a plot dies and the ownership of a plot passes to a new owner before the new owner can obtain registration of their interest to it, the Office Manager may require proof of the right to such interest. This proof in ordinary cases may consist of a Will or other such proof as may be satisfactory to the Office Manager as outlined in Section 5 of the CIFS Act and the bylaws of St. Theresa Roman Catholic Cemetery. If the new owner wishes to have an interment made before he/she has obtained registration of his/her interest in a plot, he/she shall satisfy the Office Manager of his/her right to do so before the interment shall be permitted.

3.20 Exhumation and Disinterment

No interment in the Cemetery shall be disinterred without:

- (a) the applicant obtaining all orders, approvals or consents required under the Cremation, Interment and Funeral Services Act and all other applicable statutes and regulations governing such Exhumation, Disinterment or removal including Schedule “E” of these bylaws; and
- (b) the applicant presenting such orders, approval or consents to the Cemetery Administrator for examination; and
- (c) the applicant paying the applicable fees prescribed in Schedule “B” of this bylaw.

Application for Disinterment or Exhumation shall be made and received by the Cemetery Administrator at least (4) four weeks prior to the Disinterment or Exhumation.

The St. Theresa Roman Catholic Cemetery requires all memorialization to be removed from the Burial Plot prior to any Disinterment. All costs shall be borne by the party authorizing the Disinterment. St. Theresa Roman Catholic Cemetery’s responsibility during the process of uncovering a casket or urn will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending Funeral Agency. All costs shall be borne by the party authorizing the Disinterment. St. Theresa Roman Catholic Cemetery shall assume no liability for damage to remains in any form, casket, outer burial receptacle, or urn in making a disinterment/exhumation in accordance with written instructions of the Owner or duly authorized representative(s) as designated in the Cremation, Interment and Funeral Services Act. The Owner, next of kin or authorized agent must furnish a new outer container prior to re-interment if the Cemetery determines that the structural integrity of the existing out burial container has been compromised. St. Theresa Roman Catholic Cemetery require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be born by the party authorizing the disinterment.

Bylaw 4 Memorials

4.1 Memorial Markers

A memorial marker must be provided by an Interment Right Holder and are required for all graves. Memorial markers shall not be installed prior to burial save and except where a marker is installed which provides for the memorialization of 2 persons where one has predeceased the other and has been interred.

A Grave marker, not in conformity with the Catholic Faith will not be permitted. The Cemetery Committee reserves the right of preventing or removing any marker which may be considered injurious or prejudicial.

If any emblem, inscription or insignia whatsoever would be placed in or upon any memorial or plot which shall be determined by the Cemetery Committee to be offensive or improper or injurious the Cemetery Committee shall have the right, and it shall be its duty, to enter upon such plot and remove the said offensive or improper object at the expense of the plot owner.

Any owner of a memorial marker desiring to replace or modify a marker shall purchase a marker Authorization and shall pay to the Cemetery the current fee prescribed in Schedule “B” prior to modification of same. All such work must be with the consent of the owner of the plot or with the consent of the person as outlined in the order of priority in the CIFSA or may be granted at the discretion of the Cemetery Manager, should the next of kin not be known, or unable to be located, St. Theresa Roman Catholic Cemetery disclaims all responsibility for damage or injury to markers, decoration on markers including but not limited to raised lettering, carving, photographs, or ornaments.

Should any memorial marker, tablet, grave cover, or grave curbing placed or erected in the Cemetery be in a state of disrepair, such that it becomes unsightly, offensive, a nuisance or detrimental to the appearance or proper maintenance of the Cemetery or hazardous to the public, the Cemetery manager may, after (30) thirty days’ notice in writing to the plot holder or the next-of-kin at his/her last known address, have the memorial marker, tablet, grave cover or grave curbing removed from the Cemetery if it has not been repaired in accordance with the notice.

4.2 Application for Placement of Memorial

No person other than the Cemetery Administrator or Cemetery caretaker may place a memorial marker in the Cemetery. A memorial marker shall not be placed until all fees prescribed in Schedule B have been paid.

4.3 Temporary Removal of Markers

The Cemetery Administrator may arrange for the temporary removal of a Memorial without the owner’s permission if, during excavation of an adjoining grave, the Memorial is found to be a hazard to the safety of the workers in the excavation, or there is a risk of damage to the memorial if left in place during the excavation of an adjoining grave, and provided that:

- (a) The Memorial is replaced in its original position on the grave from which it was removed as soon as possible after the excavation is filled;
- (b) The owner of the Memorial is not charged with the cost of the work; and
- (c) The Cemetery repairs at its expense, any damage made to the Memorial.

4.4 Damages or Theft

Corpus Christi Church, St. Theresa Roman Catholic Cemetery, the Cemetery Administrator, the Office Manager, the caretaker, or other Cemetery workers are not responsible for theft or damage to personal property including items artifacts, personal effects, etc. placed on or near interment spaces or elsewhere in the Cemetery, and items defined as memorials in this document.

St. Theresa Roman Catholic Cemetery accepts no responsibility for the degrading of the memorials or markers due to normal wear or deterioration. Minor chipping and scratches on the memorials and markers or damage to pictures and frames or covers on the memorials and markers as a result of turf mowing and trimming operations, or by equipment used for the opening and closing of a burial plot is considered normal wear.

4.5 Permitted Marker Sizes

(Flat Markers only are allowed)

At the discretion of the Cemetery Committee, no memorial shall be installed on a grave in the Cemetery which is not of the tablet variety, made of stone or bronze, and which does not conform to the following size specifications:

- (a) Markers for adult graves may not exceed 16 inches by 28 inches or (40.64 x 71.12cm)
- (b) Markers for children & infant graves may not exceed 12 inches by 16 inches or (30.48 x 40.64cm)
- (c) Markers for cremated remains graves may not exceed 10 inches by 16 inches or (25.4 x 40.64cm)

Markers must be permanent. They should be made so that the monument itself and the inscription on it will last at least (100) one hundred years. Wooden crosses/wooden monuments and iron markers are no longer permitted.

4.6 Placement of Markers

With the exception of an old section of the Cemetery, and several older concrete side by side graves in the new section, the Cemetery is essentially a grass covered Cemetery. All new markers (whether of a concrete base or not) must be placed flat and sunk into the ground so that the uppermost surface is level with the ground. This is to avoid damage from lawn mowers or of other machines.

4.7 Installation of Markers

The Cemetery Administrator or the caretaker, must pre-approve all markers and must be notified of the date and time of their arrival. Installation/removal for replacement of markers may be performed only by authorized Cemetery personnel. This is necessary to ensure proper placement of markers on proper plots. Mounds of soil, (tumulus) left after a full burial are removed from a grave after approximately one (1) year to allow the soil to settle. The Cemetery Administrator and/or Cemetery caretaker reserves the right to postpone the installation of markers when weather or ground conditions are deemed to be unsatisfactory for effective installation.

Fee for placement of marker is listed in **Schedule “B”**.

4.8 Prohibited Memorials/Chemicals

- (a) No mausoleum or above-ground vault may be constructed or erected on any Plot in the Cemetery.
- (b) It is unlawful for any person to scatter cremated human remains or cremated animal remains within the confines of St Theresa Roman Catholic Cemetery.
- (c) Unauthorized use of chemicals to kill weeds or grass is not permitted.

4.9 Adornment – Statuary, Trees, Flowers, Decorations, etc.

In the interest of Cemetery, maintenance and maintaining the appearance and safety of the Cemetery, Bylaws have been put in place to outline what may or may not be left on grave plots. Placement of all adornments is subject to the written approval of the Cemetery Committee.

No plot may be adorned in any manner by any person except as specifically approved in writing by the Cemetery Committee, and may be removed when the object contravenes these Bylaws or their condition is considered a safety hazard, unsightly, offensive, a nuisance or detrimental to the appearance or proper maintenance of the Cemetery. No object may be placed upon a grave that will obstruct lawn mowers during the mowing season.

Flowers on the day of Interment: On the day of interment, regardless of the time of year, any type of floral tribute is permitted. These floral tributes may remain at the gravesite for five (5) days following an interment, unless they wither, deteriorate, or otherwise become unsightly.

After five days, at the discretion of the ground’s maintenance personnel, these flowers may be removed without notice. We understand and respect the need for families to show love and respect for their deceased through the placement of floral tributes at gravesides. By following the guidelines below, families can be assured such placements will be permitted to remain undisturbed on gravesides for as long as reasonably possible.

Flowers March 16 - October 31: Fresh cut flowers, potted plants, wreaths and artificial flowers are not permitted during these months and will be removed without notice as this is the grass cutting season. Exceptions exist for Mother’s Day, Father’s Day and Easter, when only fresh cut flowers in non-breakable containers or no container may be placed five (5) days prior to, and remain five (5) days after the date. Grave

owners must ensure that flowers, containers, and/or paper wrappings are removed by the due date so that grass cutting can resume when needed.

Flowers November 1 to March 31 of the following year: In addition to fresh cut flowers, artificial flowers may be placed on graves, seasonal wreaths and sprays are also permitted in these months so long as they are not inconsistent with the dignity of, or infringe on, adjacent plots and are moved by plot owners by the due date or the date when the first grounds clean-up is carried out in the Spring.

The Cemetery Committee is not liable for damage to any object that is removed under Bylaw 4.9 and assumes no responsibility or liability for removed articles. Before acting under Bylaw 4.9, notice will be given by means of the church bulletin to allow all persons' reasonable amount of time to correct the problem.

No person shall plant, remove, or cut down or destroy any trees shrubs, plants, flowers or bulbs in the Cemetery, other than a person authorized by the Cemetery Administrator to do so.

No plot may be adorned by any of the following:

(a) No grave or marker may be enclosed with any fence, hedge, curb, railings or other enclosures.
(b) Statues, shells, chips, gravel, toys, wire screens, arbores, trellises tripods, unattended lighted candles or any other type of illumination or any other objects, and if placed, such items may be removed without notice or compensation to any party, and the Cemetery Committee shall not be liable or responsible for damage to any object, the storage, care or returns of the items. The Cemetery Committee, administrator, or caretaker is not responsible for the theft or damage to any personal property placed on or near interment spaces or elsewhere in the Cemetery.

(c) Planting of trees, shrubs, hedges and other planting material, other than potted flowering plants, not more than 50 centimeters (19.6 inches) in height and width and not secured to the ground in any manner.

(d) If any tree, shrub or plant, by means of its roots, branches, or otherwise, become detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenue, or if for any other reason its removal is deemed necessary, the Cemetery Caretaker in his sole discretion shall have the right to remove such trees, shrubs, or plant, or any part thereof to correct the condition existing as in its judgment it deems best. In the event of such removal, the Cemetery Committee shall have no obligation to replace the removed tree, shrub or plant.

4.10 Exceptions

Subject to a request being made in advance and with the permission, and at the sole discretion of the Cemetery Administrator, The Cemetery Administrator may allow the display of normally unauthorized items on interment plots and memorial sites on dates that are significant 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 by those who requested the permission for the exception, or by the Cemetery Administrator at a cost to those who requested the exceptions.

Bylaw 5 Fees and Charges

5.1 Fees

Every person who:

- (a) obtains a Right of Interment for a plot in the Cemetery, or
- (b) Requires the installation of a Memorial on a plot, or
- (c) Obtains any other Cemetery good or service specified in Schedule "B" shall pay the applicable fees and charges prescribed in Schedule "B" for such right, good or service.

5.2 *Payment of Fees and Charges*

- (1) The fees for interment, disinterment, use of grave space, and the charge of goods and services used the Cemetery and any other fees shall be those set forth in Schedule “B”.
- (2) The fees set out in Schedule “B” shall be paid at the Cemetery Office at the time of purchasing goods or services provided by the Cemetery. Any memorial which is placed prior to full payment of all such charges may be removed by the Cemetery Committee, at the owner’s expense, if payment is not made within ten days of demand thereof.
- (3) Circumstances may arise in which the literal enforcement of the bylaws may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any bylaw when, in its’ judgement, the same appears advisable. Any such temporary exceptions, suspensions, or modifications shall, in no way be construed as affecting the general application of these Bylaws.

5.3 *Amendment of Fees*

The fees and charges in Schedule “B” will be reviewed annually by the Cemetery Committee. Cemetery Fees may increase each year.

Bylaw 6 *Respect the Place of Interment*

6.1 *Decorum of Cemetery*

All persons and funeral processions in the Cemetery shall obey reasonable instructions of the Cemetery Administrator or his designate. Authorized persons may evict from the Cemetery any person who is not behaving with proper decorum or who is disturbing the quiet and peaceful environment of the Cemetery.

6.2 *Vehicles in Cemetery*

(a) All vehicles or funeral processions and their drivers on and after entering the Cemetery grounds shall be, at all times, subject to the reasonable directions and orders of the Cemetery Administrator. (b) No person will operate or drive a vehicle of any kind in the Cemetery at a speed in excess of 10 kilometres per hour, or upon or over any plot; and all vehicles and their drivers while in the grounds of the Cemetery shall be subject to the direction and orders of authorized staff.

6.3 *Alcohol and Controlled Substances*

No person may possess or consume alcoholic beverages or controlled substances anywhere within the Cemetery.

6.4 *Discharge of Firearms*

The carrying or discharge of firearms within the Cemetery is absolutely prohibited except by special authorization for a military funeral.

6.5 *Animals in Cemetery*

No dogs, or other animals are permitted in the Cemetery.

6.6 *Rubbish and Offensive Material*

No person shall deposit any rubbish or offensive matter or thing(s) in the Cemetery or on Cemetery property.

6.7 *No Solicitations*

No person shall carry on any business or calling in the Cemetery and, without limiting the foregoing, no person shall solicit orders for markers, tablets, Memorials, funeral services or similar works or services with the Cemetery other than those authorized by the Cemetery Administrator.

6.8 Damage

Any unauthorized person who:

- (a) willfully destroys, mutilates, defaces, injures, or removes any memorial or other structure placed in the Cemetery or
 - (b) willfully cuts, breaks, or injures any shrub or plant, or plays at any game or sport, or discharges firearms, except at a military funeral, in the Cemetery or
 - (c) willfully or unlawfully disturbs persons assembled for the purposes of interment at the Cemetery or
 - (d) commits a nuisance, or who at any time behaves in an indecent and unseemly manner in the Cemetery or
 - (e) deposits any rubbish or offensive matter or thing in the Cemetery or
 - (f) in any way violates any plot or structure within the plot:
- Shall be considered to have violated this Bylaw.

Bylaw 7 Hours of Closure

7.1 Scheduling of Interments

Interments are not scheduled during Holy Week, on any Sunday, or on statutory holidays. Interments that shall be completed later than 2:30 pm, Monday to Saturday may be permitted upon approval of the Cemetery Administrator and payment in full of all additional fees and charges. The Cemetery Administrator may, in his/her sole discretion, deny approval due to the lack of resources or operational costs.

7.2 Visiting Hours

Visiting hours are limited to daylight hours. Unauthorized persons in the Cemetery before or after daylight hours will be considered trespassers.

Bylaw 8 Collection, Use and Privacy of Personal Information

By signing this Agreement, the Purchaser

- (a) acknowledges that Corpus Christi Parish, in the course of providing the requested goods and services, shall, as required by law or as they deem necessary, collect, retain, and disclose such personal information as is necessary to fulfill the terms and conditions of this Agreement;
- (b) acknowledges and gives their permission to the Office Manager and Cemetery Administrator to provide interment or memorial locations to Cemetery visitors;
- (c) waives any responsibility or liability of Corpus Christi Parish and its' representatives 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.

The purchaser and the deceased person's personal information shall be confidential and will not be disclosed unless required to provide goods or services pursuant to this Agreement or required by law.

Bylaw 9 Cemetery Bylaws

By signing this Agreement, the Purchaser

- (a) acknowledges receipt of a copy of the Right of Interment Contract and the attached Terms and Conditions of the Right of Interment;
- (b) acknowledges and agrees that the provision, use, and maintenance of the goods and services covered in this Agreement, together with the use of the facilities of the Cemetery, are subject to the Bylaws and Schedule "B" & "C";
- (c) acknowledges there are restrictions and limitations on the exercise of interment rights and that it is the Purchaser's responsibility to ensure compliance with these restrictions and limitations in the exercise of interment rights;

(d) acknowledges that there are restrictions and limitations in the form, type, and installation of memorial products, and that it is the Purchaser's responsibility to ensure that all memorial products are in compliance with the Bylaws of the Cemetery.

Bylaw 10 Modifications, Amendments and Change of Address

The Cemetery Committee may exempt a person from the application of a bylaw or may temporarily modify a bylaw on a case by case basis.

The Cemetery Committee may, and it hereby and herein expressly reserves the right at any time and from time to time with or without notice to repeal, amend, modify, add to, and/or change any of the bylaws in whole or in part, and upon doing so, such new bylaws amendments or modifications or additions or other changes shall be fully binding on a uniform basis upon all interment right holders.

A copy of the Bylaw and any amendments thereto, shall be available for inspection at the Cemetery office.

Notice of Change of Address: Each Interment Rights Holder shall notify the Cemetery office of any change of his/her contact information. Notice sent to the Interment Rights Holder, at the last address according the Cemetery's records, shall be deemed to have been received by him/her, when in the ordinary course of posting, it would have reached him/her at the address in the Cemetery's records.

Bylaw 11 Payment for Goods and Service

If the person agreeing to this contract is the legal representative who has the right to control the disposition of human remains, full payment is due at the time of signing this contract. If the person signing this contract is a legally authorized Funeral Agency, payment is due within (30) thirty days of the signing of this contract.

IN WITNESS WHEREOF the parties have executed this agreement on ____ day of _____, 20__.

Name & Signature of Purchaser/
Legal Representative of the Deceased

Signature of Cemetery Representative

Address

Email

Telephone

Bylaw 12 Enactment and Authorization

**These bylaws shall come into force and effect on the date of adoption thereof.
Approved by the Cemetery Committee this 31st day of August, 2023**

All previous Bylaws are repealed.

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE A - DEFINITIONS

In this bylaw, the following words and phrases shall have the following meanings:

- “Adult grave”** means a grave that accommodates the interment of human remains (a) within one caskets of a deceased person aged 13 or older or (b) within a double depth grave of up to two deceased persons aged 13 or older, each in a separate casket; along with the interment of up to four cremated human remains.
- “BPCPA”** means Business Protection and Consumer Protection Act
- “Cemetery Administrator”** means the person or persons duly appointed from time to time as administrator of St. Theresa Roman Catholic Cemetery. Authority is delegated to the Cemetery Administrator to administer these Bylaws in accordance with the duties and powers contained in these Bylaws.
- “Cemetery ”** or **“the Cemetery ”** means St. Theresa Roman Catholic Cemetery , a place dedicated and intended to be used for the permanent interment of human remains or cremated human remains, including any incidental or ancillary buildings or other structures of the lands and, for certainty, includes the lands described under Cemetery Location
- “Cemetery Caretaker”** means a person employed by St. Theresa Roman Catholic Cemetery to perform general Cemetery care and grounds maintenance tasks and provide burial services.
- “Cemetery Committee”** means a body of persons appointed by the pastor, entrusted to look after the day to day administration of the Cemetery and its perpetual care, matters related to preservation, maintenance, operation, current and projected use. The Cemetery Committee recommends Bylaws, improvements, considers, investigates, takes action on, and report on matter related to St. Theresa Roman Catholic Cemetery.
- “Child”** means a person up to an age of twelve (12) years old.
- “Infant/Child”** means a grave for the interment of a deceased infant/child under the age of twelve years, within one casket and the interment of up to two human cremated remains.
- “CIFSA”** means Cremation Interment and Funeral Services *Act* administered by the Consumer Protection BC, as amended or repealed from time to time and all regulations made there under;
- “Cremated Remains”** means human bone fragments and ash that remain after cremation.
- “Disinterment”** means the removal, for the purpose of permanent relocation of human remains and the container, or any remaining container holding the human remains from the plot in which the human remains are interred.
- “Exhumation”** means the exposure and removal of interred human remains for the purposes of viewing or examination.
- “Family”** means a man and woman united in marriage, together with their children, (by blood, adoption or marriage), brother, sister, grandparent or grandchild.
- “Flowers”** means cut flowers (natural) artificial flowers, wreaths, floral offerings, shrubs, bulbs, trees or rocks and other memorials.
- “Grave or Cremation Liner”** means a type of outer burial container made of durable material placed in the ground in a Cemetery around and above the casket or urn to support the weight of the earth and standard Cemetery maintenance equipment and to prevent the grave from collapsing. A grave or cremation liner is placed during the burial process.

- “Human Remains”** means a dead human body in any stage of decomposition, or the body of a stillborn infant in any stage of decomposition, but does not include cremated remains.
- “Infant/child”** means a grave for the interment of a deceased infant/child within one casket and interment of up to two human cremated remains.
- “Interment Authorization”** means a document set out in the prescribed form prescribed by St. Theresa Roman Catholic Cemetery that is completed and signed by the person having the legal authority to authorize the burial of human remains or cremated remains of a deceased person in a plot in St. Theresa Roman Catholic Cemetery.
- “Interment Right”** shall mean the right to bury the remains of a deceased person in a specific interment space within the Cemetery, and direct the associated memorialization subject to these bylaws and the CIFSA.
- “Interment Right Contract”** means a purchase agreement signed by the purchaser and a representative for St. Theresa Roman Catholic Cemetery for a burial plot for human remains or cremated human remains in the Cemetery for a burial plot. It invests in the owner the right to require or direct the burial of human remains only in a grave and assorted memorialization.
- “Interment Right Holder”** means a person of record named on the official Contract of Interment Rights to a plot in St. Theresa Roman Catholic Cemetery. Usually, but not always, the Interment Right Holder of record is/was the person who purchased the Interment Rights.
- “Interment”** means the permanent disposition by burial of human remains or the burial of cremated human remains.
- “Inurnment”** means the placement of cremated human remains into an interment space.
- “Legal Representative”** means a person(s) who, or an agency that, by order of priority as set out in Section 5 of the CIFSA, has the right to control the disposition of human remains or cremated remains of a deceased person.
- “Memorial and Memorial marker”** means a headstone, tombstone, monument memorial tablet, plaque or other marker on a plot used to identify or memorialize a deceased person or stillborn infant.
- “Office Manager”** means the person duly appointed from time to time to maintain the records as necessary to the administration and management of St. Theresa Roman Catholic Cemetery as required under Provincial laws and Regulations.
- “Operator”** means St. Theresa Roman Catholic Cemetery.
- “Owner”** means the owner of an Interment Right of Rights with the Cemetery, as reflected in the Cemetery’s records.
- “Parishioner”** for the purposes of this Bylaw, a Parishioner means:
- (a) those faithful who belong to Corpus Christi Parish because of their enrollment therein, their habitual participation in parish activities, primarily the Mass, and their active support of the parish facilities insofar as their resources allow and
 - (b) member of Corpus Christi Parish for one year preceding death
 - (c) at the discretion of the Cemetery Committee, a former parishioner of St. Theresa or Holy Spirit Parishes or former or current parishioner of Corpus Christi Parish
 - (d) present or past pastor of Corpus Christi Parish
- “Personal Representative”** or Legal Representative means a person(s) appointed by an individual to carry out the terms of that individual’s Will, after death.
- “Plot” or “Grave Space” or “Interment Space”** Means a space of ground within St. Theresa Roman Catholic Cemetery used or intended to be used for the interment of human remains or cremated human remains under a Right of Interment, and includes a grave.
- “Plot Holder”** means the same as Interment Rights Holder.
- “Right of Interment”** means a right in perpetuity, for the interment of human remains or cremated human remains. and to direct the associated memorialization.

“Routine Cemetery Maintenance” means maintenance activities carried out on a regular basis. Tasks can be performed daily, weekly, monthly or annually.

“Spouse” means a person who is married to another person according to the Rite and tradition of the Catholic Church.

“Stillborn Infant” means a product of conception that underwent a stillbirth, as defined in the Vital Statistics Act.

“Transfer” means the change of a person holding an Interment Right and acknowledgement recorded in the Cemetery records.

“Transfer Fee” means the fee for the transfer of a right of interment for an unoccupied grave space.

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE B – FEE SCHEDULE

CEMETERY SERVICE AND CHARGES (GRAVE SPACES REMAIN THE PROPERTY OF THE CEMETERY AT ALL TIMES. PLEASE NOTE: No GST or PST charges on any services).

1) USE OF GRAVE SPACES

Effective Date: August 31, 2023

a) Adult Size (6 feet by 10 feet) (1.8m x 3.05m)	\$1,900.00
b) Infant/Child Size (3 feet by 6 feet) (0.9m x 2.8m)	\$700.00
c) Cremation Size (3 feet by 4 feet) (0.9m x 1.2m)	\$700.00

2) OPENING AND CLOSING OF GRAVES

a) Adult (single grave)	\$1,500.00
b) Adult (multiple) 1st Burial	\$1,500.00
c) Adult (multiple 2 nd Burial	\$1,500.00
d) Infant/Child	\$425.00
e) Cremated remains	\$700.00

3) HAND-DUG GRAVES: Cost based on the number of hours needed to dig the grave. Rate is \$50.00 per hour. ADDITIONAL COST FOR OPENING and CLOSING GRAVES, such as rental of special tool for use in rocky areas, removal of pre-existing curbs and concrete, etc., will be charged for at cost.

4) GRAVE LINERS

Note: No taxes are charged on liners.

a) Burial Liners	\$600.00
b) Cremation Liners	\$425.00

(Cremation Liners measure 11x11x11 inches or 27.9 cm Square)

5) OTHER FEES

a) Transfer fee	\$50.00
b) Cancellation Fee and Refunds	See Bylaw 3.10, 3.17 and 3.18
c) Placement of Marker	\$300.00
d) Removal and replacement of marker for modification	\$200.00
e) Exhumation, Disinterment (standard plot adult)	\$2,500.00
f) Exhumation, Disinterment (standard plot child/infant)	\$500.00
g) Exhumation, Disinterment and removal of Cremated remains	\$425.00

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE C – INTERMENT RIGHT CONTRACT (PLOT RESERVATION PERMIT)

PLOT HOLDER/PURCHASER/APPLICANT		EXECUTOR / PERSONAL REPRESENTATIVE	
NAME:	NAME:		
ADDRESS:	ADDRESS:		
CITY/PROV.:	CITY/PROV.:		
EMAIL:	EMAIL:		
TELEPHONE:	TELEPHONE:		
		RELATIONSHIP TO THE DECEASED:	
INTERMENT INFORMATION		FORM OF BURIAL	
FULL LEGAL NAME OF DECEASED:		HUMAN REMAINS	<input type="checkbox"/>
ADDRESS OF DECEASED:		CREMATED REMAINS	<input type="checkbox"/>
DATE OF INTERMENT:	TIME:	PLOT NUMBER:	
GENDER OF DECEASED:			
INTERMENT DETAILS			
DATE OF DEATH:	DATE OF BIRTH:	AGE AT DEATH:	
PLACE OF BIRTH:			
PLACE OF DEATH:			
ARRIVAL TIME:			
FUNERAL PROVIDER:			
FUNERAL PROVIDER ADDRESS:			
FUNERAL PROVIDER CONTACT PERSON NAME:			
FUNERAL PROVIDER CONTACT PERSON TELEPHONE:		EMAIL:	

In Consideration of Payment by the Applicant to St. Theresa Roman Catholic Cemetery of applicable fees provided for in St. Theresa Roman Catholic Bylaws, and the presentation of “Notice of Registration of Death” or a “Warrant to Bury” issued by a coroner, and proof of authority to control the disposition of human remains, or cremated human remains. St. Theresa Roman Catholic Cemetery grants a permit to the Applicant to use the plot space for the purpose of interment of the remains of the individual named as the deceased, such permit being subject to the Terms and Conditions contained in this permit and to the provisions of this Bylaw and the “Cremation, Interment and Funeral Services Act”.

1. The applicant acknowledges and agrees to comply in all aspects with the Terms and Conditions of St. Theresa Roman Catholic Cemetery Bylaws and Schedules attached to and part of this permit, and the Cremation, Interment and Funeral Services Act.
2. Failure by the applicant to so comply will entitle St. Theresa Roman Catholic Cemetery to either correct the failure at the Applicant’s cost, or, where interment in the plot has not yet occurred, revoke this permit upon repayment to the Applicant of the total fees, without interest, paid pursuant to the permit.

- 3. This permit may not be transferred or assigned and changes to the same may only be made with the prior written authorization of the Office Manager.
- 4. **Terms and Conditions of the Right of Interment Contract are listed on pages 28 to 30 of this contract and form part of this Contract.**

FEE AMOUNTS	BURIAL PLOT	CREMATION PLOT	FEE
PLOT FEE - ADULT	\$ 1,900.00	\$ 700.00	\$ _____
PLOT FEE - CHILD/INFANT	\$ 700.00	\$ 700.00	\$ _____
GRAVE LINER	\$ 600.00	\$ 425.00	\$ _____
OPENING/CLOSING FEE - ADULT	\$ 1,500.00	\$ 425.00	\$ _____
OPENING/CLOSING FEE - INFANT/CHILD	\$ 1,000.00	\$ 425.00	\$ _____
PLACEMENT OF MARKER FEE	\$ 300.00	\$ 300.00	\$ _____
CANCELLATION FEE: SEE BYLAW 3.15 & BYLAW 3.16			\$ _____
TRANSFER FEE	\$ 50.00	\$ 50.00	\$ _____
DISINTERMENT FEE – ADULT	\$ 2,500.00	\$ 500.00	\$ _____
DISINTERMENT FEE – INFANT/CHILD	\$ 1,000.00	\$ 500.00	\$ _____
*NO GST OR PST		TOTAL	\$ _____

PLOT HOLDER/PURCHASER/APPLICANT

X _____

Note: If a funeral services provider is acting on behalf of a surviving family member, the surviving family member is deemed to be the purchaser.

WHEN PERSON SIGNING IS NOT THE PURCHASER

X _____
Signature of Guarantor

I hereby guarantee in any event, Payment of all sums on due date herein provided, absence or purchaser’s signature notwithstanding

Address

Telephone

Email Address

Payment was made on the ____ day of _____, 20__ by cash cheque e-transfer

Receipt is a copy of this Interment Right Contract and is kept on file at St. Theresa Cemetery Office.

Terms and Conditions of Right of Interment Contract – Page 3 of 5

1. Interment in such plot shall be subject to the Bylaws of St. Theresa Roman Catholic Cemetery, both those endorsed hereon and all others now in force hereafter prescribed (to all of which the Purchaser or Guarantor agrees in completing the order).
2. Arrangement for burial must be made at the Cemetery Office by a person with the right to control the disposition of the human remains or cremated remains as provided in Section 5 of the CFSA or a representative authorized in writing by them to make such arrangement for the deceased, or by other authorized persons.
3. No interment shall be made in the Cemetery, nor shall the remains of a deceased person be accepted for burial, who does not meet the qualifications of St. Theresa Roman Catholic Cemetery, upon presentation of the Burial Permit, Acknowledgement of Death of the deceased issued by a Registrar or Vital Statistics, and a completed copy of the Schedule “C” and Schedule “F”.
4. No said assignment or transfer of plots or rights of interment therein shall be made without the written consent of the Cemetery Committee. Such transactions shall not be recognized unless and until recorded on the Cemetery Books and the payment of such fees prescribed for amending the Records of the Cemetery.
5. Until an interment has been made in a plot an assignment or transfer of interment rights therein may be made by the Interment Right Holder, subject to the Bylaws of St. Theresa Roman Catholic Cemetery. After an interment has been made in a plot, no assignment or transfer of any right therein may be made or will be recognized by the Office Manager.
6. All interments, exhumations, disinterment and removals including all openings and closings of graves shall be made only in accordance with the CIFSA.
7. To adequately provide for the “care” of the Cemetery, burials interments must have a grave or cremation liner.
8. In consideration of any multiple burial privileges which may be granted in certain designated areas, burial of human remains or cremated human remains will only be allowed as specified in the Bylaws.
9. No marker or memorial privileges shall be allowed until graves, plots or liners and all other charges are fully paid, including the setting and installation charges for the memorial.
10. So long as an interment has not taken place, this contract can be cancelled by the purchaser and a refund may be issued for fees that were in effect at the time of purchase in accordance with provisions of the Bylaws.
11. While the plot Holder is entirely free in selecting the supplier, the size, materials and form of the memorial must be pre-approved by the Cemetery Administrator, especially as applicable to the particular area, and the Cemetery Committee or Cemetery Administrator reserves to itself the placement or removals of any and all memorials.
12. All improvements, alterations or embellishments of plots in the Cemetery shall be under the direction of the Cemetery Committee, and should any be made without its written consent, the Cemetery Committee reserves the right to remove, alter or change such improvement, alterations or embellishments at the expense of the plot Holder. The Cemetery Committee reserves the right to remove anything which is unsightly, dangerous or impedes the progress of “care”.
13. The planting of trees, shrubs or plants of any kind is not allowed at any time on said grave or plot and the placements of adornments shall be subject to the Bylaws as then in force.
14. (1) Where an error is made in the Purchase Agreement, description or transfer of a plot, and the plot is unavailable, the office manager shall (a) amend the contract to provide another plot of equal or greater value and similar location acceptable to the plot Holder or a personal representative of the plot Holder, or (b) cancel the contract and refund the full amount of monies paid. without interest
(2) Where human error is made and cremated human remains are interred in the wrong plot, the Cemetery Committee shall, upon receiving the permission from the person authorized and designated

by the Cremation and Funerals Services Act (CIFSA), (a) disinter the cremated human remains from the wrong plot and inter them in the correct plot if available, or (b) if the correct plot is not available, disinter the cremated human remains from the wrong plot and inter them in a plot in St. Theresa Roman Catholic Cemetery acceptable to the representative of the plot holder, and shall, within thirty (30) days after that, notify the registrar of disinterment and interment.

(3) Where the parties fail to agree on a settlement under subsection (1b) or (2b), either party may apply to the Director of Consumer Protection B.C., who may resolve the matter in any way the registrar considers appropriate in the circumstances as per section 43 of the CIFSA.

15. (1) With prior approval of the Director, an operator may sell a right of interment for a plot in a place of interment where the right of interment for the plot has been sold previously, but only if (a) the owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age, (b) a period of at least 50 years has elapsed from the date the prior right of interment was sold, (c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the Interment Right Holder and the operator has not received a response from the Interment Right Holder, and (d) the operator has made diligent attempts to contact the Interment Right Holder but is not able to locate or contact the Interment Right Holder.

(2) On receipt of an application, the Director may approve or reject the application for a sale of the right of interment with or without conditions.

(3) If the Director refuses the application, the Director must give the applicant written reasons for the decision.

(4) If a right of interment for a plot is sold in the circumstances described in subsection (1), and the right of interment is subsequently required for use by the original Interment Right Holder, the operator must provide another right of interment of equal or greater value that is acceptable to the original Interment Right Holder, or the person who has authority under Section 5 of the Act with respect to the deceased interment rights Holder.

16. The Right's Holder has the right to cancel and forfeit an Interment Rights contract subject to the conditions outlined below, provided (a) that no portion of the Interment Rights have been exercised; (b) written notice of the cancellation is provided to the Office Manager on Schedule D of these bylaws; (c) the original Right of Interment is surrendered and (d) the cost for removal of any Memorials are paid.

1) if notice is received within thirty (30) days of the date of signing the Interment Rights contract a full refund of the original purchase price of the plot identified, without interest, less the cancellation fee as outlined in Schedule B of these bylaws will be refunded.

2) if notice is received after thirty (30) days of the date of signing the Interment Rights contract a refund equal to 75% of the original purchase price of the plot identified without interest, less the cancellation fee as outlined in Schedule B of these bylaws will be refunded.

17. The user of St. Theresa Roman Catholic Cemetery and its interment spaces shall be subject to such other conditions as may be prescribed in the Bylaws of the Cemetery.

18. St. Theresa Roman Catholic Cemetery does not insure personal property. Grave markers, monuments, and similar items are the personal property of individual plot owners and/or their families. They are not the property of the Cemetery. Accordingly, plot owners are encouraged to speak with their personal insurer if they wish to insure their personal property which is present at the Cemetery.

19. This agreement is binding on the signatory parties, their heirs, successors, personal representatives and permit assigns. The contract is subject to the Business Practices and Consumer Protection Act, Cremation Interment and Funeral Services Act and related Regulations and the rules and discipline of the Roman Catholic Church.

IN WITNESS WHEREOF the parties have executed this agreement

the _____, day of _____, 20_____

Name of Purchaser Please Print
(Personal Representative of Deceased)

Signature of Purchaser

Signature of Cemetery Representative

Please read carefully, sign and return to the Office Manager at the above address for processing. An official copy will be sent to you for your own records. For further information, please contact the Office Manager @ 250-765-6869 during regular office hours.

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE D – SURRENDER OR TRANSFER OF RESERVED PLOT PERMIT

Full interment or cremation plot number: _____

I _____ of _____
(Full legal name – Right of Interment Holder) (Address)

Hereby surrender to St. Theresa Roman Catholic Cemetery the above reserved plot, or hereby

Transfer to _____

I certify that:

- (a) The Right of Interment has not been transferred, sold, or otherwise assigned to any other person, and that I am the sole person entitled to request this application for Surrender;
- (b) No human remains or cremated human remains have been interred nor is any interment pending in the plot to which the Right of Interment applies as of the date of this application for Surrender.
- (c) The amount to which I am entitled to be reimbursed on the surrender of the Right of Interment is the Plot fee paid as described in Bylaw 3.15 and 3.16 and item number 16 of the Terms and Conditions of Interment Right Contract (Plot Reservation Licence).

Dated on this _____ day of _____

Name & Signature of Applicant

St. Theresa Roman Catholic Cemetery hereby acknowledges receipt of the original Right of Interment together with this Application for Surrender and agrees to pay the Holder of such Right of Interment the surrender fee described in paragraph (c) above, within fourteen (14) days of the date of Surrender or Transfer.

Dated at Kelowna, BC this _____ day of _____, 20____

Name & Signature of Cemetery Representative

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE E – DISINTERMENT / EXHUMATION PERMIT

No interred human remains shall be disinterred/exhumed except in compliance with the requirements of the Cremation, Interment and Funeral Services Act. No disinterment/exhumation of human remains will proceed until a Disinterment/Exhumation Permit is submitted to and approved by the Director of Consumer Protections BC (if required), the Cemetery Administrator, and all applicable fees and charges have been paid. St. Theresa Roman Catholic Cemetery requires all Memorialisation to be removed from the Burial plot prior to any Disinterment. All costs shall be borne by the party authorizing the Disinterment.

The Saint Theresa Roman Catholic Cemetery responsibility during the process of uncovering a casket, urn or other container will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending Funeral Agency. St. Theresa Roman Catholic Cemetery is not responsible for damage sustained to any casket, urn, or other container during disinterment/exhumation.

St. Theresa Roman Catholic Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced, to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the Disinterment.

I, _____ authorized to have the ashes or
(Name of authorizing authority)
Human remains of

_____ disinterred from
(Name of Deceased)

St. Theresa Roman Catholic Cemetery, located at 2860 Sexsmith Road, Kelowna, BC V1X 7S6

in Plot Number _____

on the _____ day of _____, 20_____.

Date: _____

Signature: _____

Fees:

Disinterment/Exhumation Fee \$ _____

TOTAL Due \$ _____

Paid on the _____ day of _____, 20_____. Cheque No. _____

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE F- INTERMENT AUTHORIZATION

I, _____ am the Personal Representative
please print

of the Estate of _____, deceased,
please print

Who died _____, at _____,
DD MM YYYY

Under the "Order of Priority" provision of the Cremation, Interment and Funeral Services Act of British Columbia, I certify that I am the legal authorized representative of the above named deceased. Further, I certify that I have the full legal right to authorize use of the plot identified as St. Theresa Roman Catholic Cemetery, and do hereby authorize the interment of the above named deceased, under the terms and conditions outlined herein, and accept all responsibility for costs associated with this authorization. I agree to indemnify and hold harmless St. Theresa Roman Catholic Cemetery, its officers and employees, from liability, costs, expenses or claims resulting from this Authorization.

Personal Representative Address, Postal Code, Province & Country

Personal Representative Telephone

Signed this _____ day of _____, 20_____.

X _____
Personal Representative, Executor/Executrix, Administrator/Administratrix, Judicial Trustee

Address

Telephone Email

X _____
Saint Theresa Cemetery Representative

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE G - MARKER MODIFICATION AUTHORIZATION

I, _____ am the legal authorized representative
Please Print

of the Estate of _____ deceased,
Please Print

who died _____, at _____,
DD MM YYYY

Under the "Order of Priority" provision of Cremation, Interment and Funeral Services Act of British Columbia, I certify that I am the legal authorized representative of the above named deceased. Further I certify that I have the full legal right to authorize modification of the marker for the plot identified as _____ at St. Theresa Roman Catholic Cemetery, and do hereby authorize the removal of the above named deceased grave marker for modification, under the terms and conditions outlined herein, and accept all responsibility for costs associated with this authorization. I agree to indemnify and hold harmless St. Theresa Roman Catholic Cemetery, its officers and employees from liability, costs, expenses or claims resulting from this Authorization.

Representative Address, Postal Code, Province and Country

Representative Telephone

Representative Email

Signed this _____ day of _____, 20 ____.

X _____
St. Theresa Cemetery Representative

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

Office: 750 Rutland Road North
Kelowna, BC V1X 3B7
(250) 765-6869

SCHEDULE H - FAMILY CREMATION INTERMENT AUTHORIZATION

I, _____

please print

certify that I am the legal authorized Interment Right Holder of Interment Plot _____ in St. Theresa Roman Catholic Cemetery. Further, I certify that I have the full legal right to authorize use of the plot identified and do hereby authorize the interment of the cremated remains of the below named deceased, under the terms and conditions outlined herein and the bylaws of St. Theresa Roman Catholic Cemetery. In the event of my death, I authorize my executor to authorize the addition interment(s) and memorialization of the cremated remains of the deceased named below in Interment Plot _____ in St. Theresa Roman Catholic Cemetery,

Print name (Interment Right Holder), Address, Postal Code, Province & Country

Telephone _____ Email _____

Signature, Interment Right Holder

Signed this _____ day of _____, 20____

X _____
St. Theresa Cemetery Representative

Full name and address of individuals who may be interred in this plot, should they wish.

Name of Deceased	Relation to Plot Holder	Date of Birth	Date of Death	Age	Spouse Name

Authorization by other than Original Plot Holder

I, _____ am the Executor of the Estate of _____, deceased, and as such, authorize St. Theresa Roman Catholic Cemetery to inter the cremated remains of the above named deceased. I agree to indemnify and hold harmless, St. Theresa Roman Catholic Cemetery, its officers, employees and agents from any liability, costs, expenses or claims resulting from this authorization.

The undersigned hereby certify that the remains provided to St. Theresa Roman Catholic Cemetery are, in fact, the remains of the above named deceased. The undersigned further agree that it is not the responsibility of St. Theresa Roman Catholic Cemetery to verify the identity of the deceased before interment.

Signed in the presence of my witnesses on the _____ day of _____, 20____.

Signature _____ Witness Signature _____

Name (Print) _____ Witness Name (Print) _____

Secondary Use Policy Interment Rights

St. Theresa Roman Catholic Cemetery has the responsibility to ensure that any interment into a plot at the Cemetery complies with the bylaws of St. Theresa Roman Catholic Cemetery and is being authorized by the original plot holder or the rightful representation of the plot holder. Plot holders are required to provide proof of their Interment Rights prior to an interment being permitted. This policy is in place to protect rightful plot holders from fraudulent use of their plot by unauthorized persons.

The secondary use of the Right of Interment for a plot in St. Theresa Roman Catholic Cemetery shall be addressed in the following manner:

- (a) A "Plot Holder" is defined as "A person who owns a Right of Interment to a plot in St. Theresa Roman Catholic Cemetery.
- (b) A person who has authority to authorize secondary use of a Right of Interment for a plot of which they are not the original "Plot Holder", shall notify the office manager of St. Theresa Roman Catholic Cemetery and
- (c) Provide proof of the Interment Right (e.g. copy of the Will or an affidavit sworn by the applicant) that they are entitled to authorize secondary use of the plot and setting out the facts that support this assertion.

Upon delivery of the supporting documentation required and any payment in full of any applicable fees, the secondary use request shall be permitted to proceed subject to all Bylaws of St. Theresa Roman Catholic Cemetery

TABLE OF CONTENTS

Cemetery History		3
Purpose of Cemetery		3
Purpose of Bylaws		3
Bylaw 1	Administration	4
1.1	Administration	4
1.2	Severability	4
1.3	Administrative Records	4
1.4	Fiscal Year	4
1.5	Parish Served	4
Bylaw 2	Cemetery Operations	4
2.1	Cemetery Location	4
2.2	Cemetery Administrations	5
2.3	Delegation of Authority	5
2.4	Cemetery Plan	5
2.5	The Cemetery Administrator	5
2.6	The Office Manager	5
2.7	Compliance of Bylaws	5
2.8	Liability, Loss or Damage to Property	5
2.9	Improvements within the Cemetery	6
Bylaw 3	Interment, Disinterment and Exhumation	6
3.1	Arrangements for Interment	6
3.2	Interment Right Contract (Plot Reservation License)	7
3.3	Interment	7
3.4	Reservation of Plots	8
3.5	Human Remains Only	8
3.6	Grave Liners	8
3.7	Opening and Closing of Graves	8
3.8	Right to Correct Errors	8
3.9	Full Burial / Infant / Child Burial / Cremation Plots	9
3.10	Size of Plot Spaces	9
3.11	Number of Interments per Adult Plot	9
3.12	Right of Interment is not Transferable	10
3.13	Transfer of Plot	10
3.14	Approval of Transfers	10
3.15	Right of Interment Cancellations & Refund	11
3.16	Cancellation of Right of Interment	11
3.17	Exchange of Plot	11
3.18	Reclamation of Right of Interment Previously Sold	11
3.19	Proof of Inheritance	12
3.20	Exhumation and Disinterment	12

ST THERESA ROMAN CATHOLIC CEMETERY

Location: 2860 Sexsmith Road
Kelowna, BC V1X 7S6

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TABLE OF CONTENTS

Bylaw 4	Memorials	12
4.1	Memorial Markers	12
4.2	Application for Placement of Memorial	13
4.3	Temporary Removal of Markers	13
4.4	Damages or Theft	13
4.5	Permitted Marker Sizes	13
4.6	Placement of Markers	14
4.7	Installation of Markers	14
4.8	Prohibited Memorials/Chemicals	14
4.9	Adornment – Statuary, Trees, Flowers, Decorations, Etc.	14
4.10	Exceptions	15
Bylaw 5	Fees and Charges	15
5.1	Fees	15
5.2	Payment of Fees and Charges	16
5.3	Amendments of Fees	16
Bylaw 6	Respect the Place of Interment	16
6.1	Decorum of Cemetery	16
6.2	Vehicles in Cemetery	16
6.3	Alcohol and Controlled Substances	16
6.4	Discharge of Firearms	16
6.5	Animals in Cemetery	16
6.6	Rubbish and Offensive Material	16
6.7	No Solicitations	16
6.8	Damage	17
Bylaw 7	Hours of Closure	17
7.1	Scheduling of Interments	17
7.2	Visiting Hours	17
Bylaw 8	Collection, Use and Privacy of Personal Information	17
Bylaw 9	Cemetery Bylaws	17
Bylaw 10	Modifications and Amendments	18
Bylaw 11	Payments for Goods and Services	18
Bylaw 12	Enactment and Authorization	18
Schedule A	Definitions	20
Schedule B	Fee Schedule	23
Schedule C	Interment Right Contract (Plot Reservation Permit)	25
Schedule C	Terms and Conditions of Right of Interment Contract	28
Schedule D	Surrender or Transfer of Reserved Plot Permit	32
Schedule E	Disinterment / Exhumation Permit	34
Schedule F	Interment Authorization	36
Schedule G	Marker Modification Authorization	38
Schedule H	Family Cremation Interment Authorization	40

