

**SCHEDULE B
RDOS BYLAW NO. 2023.01, 2007
NARAMATA CEMETERY
3315 Bartlett Rd. Naramata**

101 Martin Street, Penticton, British Columbia V2A 5J9
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Toll Free: 877.610.3737
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RIGHT OF INTERMENT (PLOT RESERVATION LICENSE)

PLOT HOLDER/PURCHASER:

Name: _____
Address: _____
City/Province: _____
Email Address: _____
Telephone: _____

NEXT OF KIN

Name: _____
Address: _____
City/Province: _____
Email Address: _____
Telephone: _____

INTERMENT INFORMATION

Name of Person: _____
Date of Interment: _____
Cemetery Grave Space: _____
Cemetery Plot No. _____

Form of Burial

Human Remains
Cremated Remains

IN CONSIDERATION of payment by the Applicant to the RDOS of applicable Fees and charges provided for in the RDOS's Naramata Cemetery Bylaw 2023.01, 2007, (the Bylaw), as amended and set out below, the RDOS hereby grants a license to the Applicant to use the plot space for the purpose of interment of the human remains or cremated remains of the individual names about the (the License), such License being subject to the terms and conditions contained in this License and to the provisions of the Bylaw and the "Cremation, Interment and Funeral Services Act".

The Applicant acknowledges and agrees to the terms and conditions as follows:

The permit is conditional upon the Applicant complying in all aspects with the terms and conditions of the Bylaw and conditions of the Bylaw and the *Cremation, Interment and Funeral Services Act*.

1. Failure by the applicant to so comply will entitle the RDOS 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 and Charges paid pursuant to the Permit.
2. This permit may not be transferred or assigned and changes to the same may only be made with the prior written authorization of the General Manager of Finance.
3. Terms and Conditions of Right of Interment Contract are listed on the reverse, and form part of this contract.

FEE AMOUNTS:	Burial	Cremation	FEES:	FEES:
Right of Interment (Resident):	\$ 450.00	\$ 150.00	\$ _____	\$ _____
Non Resident Right of Interment:	\$ 600.00	\$ 200.00	\$ _____	\$ _____
Opening/Closing :	\$ 600.00	\$ 100.00	\$ _____	\$ _____
Memorial Marker Installation:	\$ 85.00	\$ 85.00	\$ _____	\$ _____
Grave Liner:	\$ 250.00		\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____	\$ _____
Text or Photo Fee:	\$ 50.00	\$ 50.00	\$ _____	\$ _____

Full payment is due and payable immediately.

Cash Cheque
 Visa MasterCard

Sub Total	\$ _____	Sub Total	\$ _____
HST	\$ _____	HST	\$ _____
TOTAL	\$ _____	TOTAL	\$ _____

Receipt Number(s) _____

Dated the _____ **day of** _____,

Issued By _____

Signature of Applicant _____

TERMS AND CONDITIONS OF RIGHT OF INTERMENT CONTRACT

Pursuant to Part 3 of Bylaw No. 2023, 2001 and any amendments to that bylaw, the following terms and conditions apply:

- 3.1 A person may apply to the Regional District for reservation of a Plot within the Naramata Cemetery, and upon payment of the fee prescribed in Schedule 'A' shall be issued a Right of Interment for the use of a Plot, provided that an unallocated subdivided Plot is available. This reservation will be limited to a maximum of three (3).
- 3.2 A Right of Interment shall be issued pursuant to this Part shall be a contract of sale in the form of Schedule 'B', and no Right of Interment may be issued or interment in the Naramata Cemetery occur, prior to the issuance of a Right of Interment or other existing reservation made pursuant to a previously applicable bylaw or regulation.
- 3.3 The issuance of a Right of Interment does not grant the Plot Holder any rights regarding the Plot, beyond the right to be interred in that Plot, subject to the requirements of this Bylaw.
- 3.4 The issuance of a Right of Interment does not grant any Plot Holder the right or interest in any roads, paths or common areas of the Cemetery other than as a means of access to his or her Plot, nor any right or interest in the gardens, structures, buildings or other property or improvements of the Cemetery.
- 3.5 A Plot Holder shall not allow or permit any interment in the reserved Plot, and shall not transfer or dispose of the right to use the Plot to another person, group or organization unless that interment, transfer or disposal is made pursuant to this Bylaw and all other applicable legislation.
- 3.6 Where a particular Plot has been reserved, and the Plot Holder wishes to transfer the reservation to a different Plot in the Naramata Cemetery, the Regional District may transfer the reservation upon receipt of the difference, if any, between the fee paid to reserve the original Plot, and the fee due as of the date of transfer to reserve the new Plot through the issuance of a new Right of Interment.
- 3.7 A Plot Holder may request a transfer of the right of interment in a Plot to a spouse or other family member, and shall submit the request in writing to the Regional District.
- 3.8 Where a Plot Holder wishes to cancel a reservation for a Plot that has not yet been used for interment, without transfer of rights to another Plot or another person as provided for in Section 3.6 or 3.7, he shall notify the Regional District in writing requesting such cancellation.
- 3.9 Where a person has requested cancellation of a Plot pursuant to section 3.8, the person shall be entitled to 80% refund of the amount paid, without interest, as evidenced in the Regional District's records, for the reservation.
- 3.10 In the event that an error on the part of the Regional District is discovered in a Plot reservation prior to the use of the Plot for interment, and that Plot is no longer available, the Regional District shall:
- (1) amend the affect Right of Interment or other reservation made prior to the enactment of this Bylaw, so as to provide a Plot of equal or greater value and similar location acceptable to the Plot Holder; or
 - (2) cancel the Right of Interment and refund the full amount paid, as evidenced in the Regional District's records, for the reservation plus interest at the rate prescribed by the Act or its regulations.
- The Plot Holder shall notify the Regional District of the Plot Holder's preference within 30 days of the notification of the error, otherwise the Regional District shall be entitled to make the decision.

According to the *Cremation Interment and Funeral Services Regulation (Section 25(1))*, the following terms and conditions must also be met:

Reclamation of right of interment previously sold:

With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if

- (a) the owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age,
- (b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
- (c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last know 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.

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.

IF the director refuses the application, the director must give the applicant written reasons for the decision.

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