

THE CORPORATION OF THE CITY OF PORT COQUITLAM

BYLAW NO. 3616

A Bylaw relating to the operation and maintenance of the Cemetery

The Municipal Council of The Corporation of the City of Port Coquitlam, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as “Cemetery Bylaw, 2007, No. 3616.”
2. In this Bylaw, unless the context otherwise requires:
 - (a) **Administrator** means the Director of Parks and Recreation for the City or any person appointed from time-to-time by the Administrator to provide for the general administration of this Bylaw;
 - (b) **Board** means the Board of Cemetery Trustees established pursuant to section 4 of this Bylaw;
 - (c) **Caretaker** shall mean the person or persons duly appointed or employed by the Corporation from time to time as Caretaker or Caretakers of the cemetery or cemeteries of The Corporation of the City of Port Coquitlam.
 - (d) **Cemetery** shall mean and include any parcel or tract of land set aside, used, maintained or operated as a cemetery by The Corporation of the City of Port Coquitlam.
 - (e) **Columbarium** means an above ground structure for the interment of cremated remains.
 - (f) **Corporation** shall mean The Corporation of the City of Port Coquitlam.
 - (g) **Council** shall mean the Council of The Corporation of the City of Port Coquitlam.
 - (h) **Cremated Remains** shall mean human bone fragments left after human remains are cremated.

- (i) **Expansion Fund** shall mean a fund known as the “Expansion Fund”. This fund shall be administered as a reserve fund in accordance with the Community Charter. The principal and interest in this fund shall be used for the purchase or development of land or facilities for cemetery purposes in the future.
- (j) **Family Member** shall mean a parent or stepparent, a grandparent or stepgrandparent, a sibling (natural, adopted, or step), a spouse, a common-law spouse, a same sex spouse, a child (natural, adopted, or step) or a grandchild (natural, adopted, or step).
- (k) **Interment Permit** means a permit for the interment of human remains or cremated remains in a grave, niche or plot;
- (l) **Licence** means a licence issued by the Corporation granting the right of interment in a grave space subject to the issuance of an interment permit.
- (m) **Licence fee** means the charge for processing the licence.
- (n) **Manager of Revenue & Collections** shall mean the person duly appointed as such from time to time by the Council.
- (o) **Mayor** shall include the Acting Mayor.
- (p) **Medical Health Officer** shall mean the Medical Health Officer appointed by or for The Corporation of the City of Port Coquitlam pursuant to the provisions of the *Health Act*.
- (q) **Memorial** means any object or structure within the Cemetery upon which a memorial marker may be placed, including a memorial wall, a bench, a tree, a boulder, etc. without limitation;
- (r) **Memorial Marker** means a memorial marker prescribed in section 35 of this Bylaw;
- (s) **Memorial Marker Permit** means a permit for the installation, removal, and/or altering of a memorial marker anywhere in the Cemetery;
- (t) **Order of Priority**. The right of a person to control the disposition of the human remains or cremated remains vests in and devolves on that person in order of priority as outlined in the Cremation, Interment and Funeral Services Act;
- (u) **Property Owner** shall mean a person who owns property in The Corporation of the City of Port Coquitlam.

- (v) **Proof of inheritance.** When the owner of a right of interment dies and the ownership passes to the new owners before the new owners can obtain registration of their interest to it, the City may require proof of their right to such interest. This proof in ordinary cases may consist of a will or other such proofs as may be satisfactory to the City.
If the new owner wishes to have an interment made before he/she has obtained registration of his/her interest in a plot, he/she shall satisfy the City of his/her right to do so before the interment shall be permitted.
- (w) (i) **Resident** shall mean any person who resides in the City of Port Coquitlam or is a property owner.
- (ii) **Former Resident** shall mean any person who has resided in the City of Port Coquitlam for a continuous period of three (3) years within ten (10) years of the date of the application for a cemetery license, or for a continuous period of 20 years within the City of Port Coquitlam.
- (iii) **Non-Resident** shall mean any person who does not qualify as a resident or former resident or property owner.
- (x) scattering Garden means a designated area for the placement of non-recoverable, commingled cremated remains placed within an ossuary or scattered within the designated garden area.
- (y) **Transfer Fee** means the charge for the transfer of a licence for an unoccupied grave space to a family member, as defined.
- (z) **Treasurer** shall mean the person duly appointed as such from time to time by the Council.

3. The following lands owned by The Corporation have been set aside and used for cemetery purposes:

NAME “Port Coquitlam Municipal Cemetery”

LEGAL DESCRIPTION

Parcel "A" of 'Park Reserve' of Legal Subdivision 10 of Section 12, Township 39, Plan 3022 as shown outlined in red on Explanatory Plan 12647, Group One, New Westminster District, in the Province of British Columbia.

4. (a) A copy of the plans of the cemetery shall be filed with the appropriate authority of the Province of British Columbia as required by Statute and copies shall also be kept available for public inspection in the City Hall and at such other places as may be deemed necessary.
 - (b) The expansion of the Port Coquitlam Cemetery, within the property described in Section 3 of this Bylaw, and shown on City of Port Coquitlam Engineering Department Drawing No. 210-129 is ratified and confirmed.
 - (c) **Establishment of Board of Cemetery Trustees**
In accordance with the provisions of section 37(2)(b) of the Cremation, Interment and Funeral Services Act, Council hereby establishes itself as a board of cemetery trustees to own and operate the Cemeteries with all such power and authority as is necessary to permit the Board to own and operate the Cemeteries, including, without limitation, the power from time to time to appoint the Administrator and to do all other acts necessary to give effect to this Bylaw.
5. (a) The Manager of Revenue and Collections may, subject to payment of the fees and charges specified in Schedule 'B' to this Bylaw and to the provisions of this Bylaw, grant to any person a Licence in the form set out in Schedule 'A' to this Bylaw for the exclusive use by such person or that person's executors or administrators of a vacant and unlicensed plot in a Cemetery for the interment of the human remains or cremated remains of the person identified in the Licence as the person to be interred.
 - (b) No person will acquire any right or interest in a plot other than through the valid issuance of a Licence.
 - (c) The issuance of a Licence does not entitle the holder of that Licence to require the City to inter the human remains or cremated remains of the person designated in the Licence in the plot unless and until the holder complies in all respects with the provisions of this Bylaw as the same relate to the interment of human remains or cremated remains, including, without limitation, the payment of all fees and charges related to the interment.
 - (d) The identity of the person whose human remains or cremated remains are to be interred in the plot pursuant to the Licence may not be changed without the prior written approval of the Manager of Revenue and Collections and may only be changed to Family Members upon payment of the applicable "Transfer of Licence Fee" and/or former resident or nonresident fee. If the licence was issued to a resident of Port Coquitlam and is to be transferred to a family member who is not

a resident of Port Coquitlam at the date of transfer, the transfer fee plus the difference between the resident fee (including care fund) and the former resident fee (or nonresident fee) and corresponding care fund fee shall be paid for each grave transferred.

6. The Council reserves to itself the right to refuse to sell the use of more than one plot to any one individual.

7. Cancellations & Refunds:

To Cancel, you must give written notice of cancellation at the address in the contract – 2580 Shaughnessy Street, Port Coquitlam, BC V3C 2A8. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send notice of cancellation by mail, facsimile or electronic mail, it does not matter if the City receives the notice within the required period of time as long as you sent it within the required period.

WITHIN 30 DAYS: Where items listed are for future use and delivery the purchaser may cancel this contract, without penalty or obligation, from the day they enter the contract until 30 days after receiving a copy of this agreement. You do not need a reason to cancel. No refund will be made where a good or service has been provided, specially ordered or because of personalization or other unique characteristic cannot be used in the ordinary course of business.

AFTER 30 DAYS: Subject only to section 5(d), no Licence may be sold, assigned, or transferred. A Licence may be surrendered to the City at any time. When a written request of cancellation is provided by the Purchaser or a Legal Representative of a deceased Purchaser requesting to cancel this contract 31 days or more after the date of this contract any refund provided shall be subject to the following conditions:

- **INTERMENT RIGHTS FOR IN-GROUND LOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the lot or space collected at the time of purchase and LESS 25% of the original Licence fees and the current Licence Fee as set out in the Schedule of Fees.
- **INTERMENT RIGHTS FOR NICHEs, CRYPTS AND CREMATION PLOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the lot or space collected at the time of purchase and LESS 10% of the original Licence fees and the current Licence Fee as set out in the Schedule of Fees.
- **CARE FUND CONTRIBUTIONS:** After 31 days from the date of entering into a purchase agreement **NO REFUND SHALL BE MADE** of any Care Fund contribution collected as part of any good or service purchased,
- Upon confirmation of the requesting party/deceased's estate legal right to receive any refund the City will provide any refund owing within 15 days.
- A completed Schedule 'C' Surrender of Cemetery Lot Licence is required to receive a refund.

8. All licences issued for use of a plot in the cemetery shall be subject to the provisions of this bylaw and all bylaws now or hereafter to be passed by the Council.

FEES AND CHARGES

9. (a) The fees for interment, disinterment, use of a plot, care of plots, and the charges for goods offered for sale by The Corporation for use in the cemetery, and any other cemetery fees shall be those set out in Schedule "B" attached hereto and forming part of this Bylaw.
 - (b) The fees set out in Schedule "B" to this Bylaw shall be paid upon the demand of the City Treasurer.
 - (c) Prepayment of fees and charges specified in Section "B" of this bylaw is limited to the Cemetery Plot licence, the licence fee and the payment of all other fees if the burial is scheduled within 30 days after the payment is made. Postponement of the burial will result in a refund of fees except the Cemetery Plot licence fees and the licence fee.
10. In cases of poverty, the Council may consider and decide on applications for the remission of fees in whole or in part, and in any such case the Council may remit such fees in whole or in part.

PERMISSION TO INTER, EXHUME, AND CREMATE

11. No body other than a deceased human body shall be interred in the cemetery and no interment of a body shall be made until an Interment Permit to inter the body has been obtained from The Corporation except as permitted otherwise under the terms of Section 20.
12. All permits for interment of deceased persons in the cemetery shall be in the form of Schedule "B" attached hereto and forming part of this Bylaw
13. All Interment Permits must be made to the Manager of Revenue & Collections at the Corporation's office during regular office hours on all days of the week (such permit to be obtained at least 48 hours in advance of the scheduled time of interment), except Saturday, Sunday, statutory holidays, and in cases of emergency as described in Section 15.
14. Any person who wishes to obtain an interment permit or who requires an interment to be made, shall furnish the Manager of Revenue & Collections a statement of the name, age, date of death of the deceased, date and time of funeral, whether or not death was caused by an infectious disease designated in Section 20 (b), and such other information as may be reasonably required. A Copy of Death Certificate and a copy of the written authorization to perform funeral services from the person with the disposition rights and the address of that person are to be provided to Manager of Revenue and Collections.

15. (a) Where the body of a person who dies having an infectious disease is required under the terms of Section 20 to be buried within thirty-six (36) hours of death and during the said thirty-six (36) hours the Corporation's offices are closed, permission to inter in the cemetery shall be obtained from the Manager of Revenue & Collections or duly authorized person acting on the Manager's behalf but in no case shall a person who dies having an infectious disease be buried without the consent of the Medical Health Officer.
- (b) The Cemetery Caretaker or the person who performs a burial under the conditions of subsection (a) of this section shall furnish the Manager of Revenue & Collections full particulars of the interment, and the representative of the deceased shall furnish the Manager of Revenue & Collections with full details of the deceased as required by Section 14 hereof and the person who permitted the interment shall report the matter to the Manager of Revenue & Collections.
- (c) The information required to be given to the Manager of Revenue & Collections under the terms of subsection (b) of this Section shall be made and furnished to the Manager of Revenue & Collections as soon after such interment as The Corporation's offices are opened.
16. No deceased person interred in the cemetery shall be exhumed or disinterred without a written order being first obtained from the proper authority in accordance with the requirements of the " Cremation, Interment and Funeral Services Act" and the presentation of such order to the Manager of Revenue & Collections for examination.
17. It shall be unlawful for any person to cremate or bury a deceased person within the limits of The Corporation of the City of Port Coquitlam, save and except as authorized under the terms of the " Cremation, Interment and Funeral Services Act" and the regulations made thereunder.

INTERMENT IN THE CEMETERY

18. No body other than a deceased human body shall be interred in the cemetery and all interments shall be subject to and comply with the provisions of this Bylaw.
19. The holder of a licence to use and occupy a plot in the cemetery shall not permit an interment to be made in the plot to which the licence refers nor transfer or dispose of the said plot to another person, unless such interment, transfer, or disposal is made pursuant to and subject to the provisions of this Bylaw.

20. (a) Where the body of a person who dies having an infectious disease is to be buried in the cemetery, interment shall take place within thirty-six (36) hours after death occurs, and in such cases the Medical Health Officer shall furnish the Manager of Revenue & Collections with definite instructions respecting the interment and the Caretaker or duly authorized assistant acting on the Caretaker's behalf shall follow such instructions carefully and minutely in making such interments.
- (b) The following shall be considered as infectious diseases within the meaning of this bylaw:
- Smallpox, Asiatic Cholera, Diphtheria, Typhus Fever, Anthrax, Scarlet Fever, Bubonic Plague, Epidemic Cerebra Spinal Meningitis, Poliomyelitis, and such others as may hereafter be designated by the Board of Health or the Medical Officer.
21. (a) Two interments and four interment of cremated remains may be permitted in each grave space in the cemetery, except in those areas of the cemetery reserved exclusively for the burial of cremated remains where two interments of cremated remains only may be permitted in each plot.
- (b) Each interment in the cemetery, other than the interment of cremated remains and in-ground burial crypts (Section STH), shall be made in a plot dug to provide not less than three (3) feet of earth between the top surface of the ground and the top surface of the vault or concrete grave liner enclosing the coffin or casket.
- (c) In each double depth plot permitted in the cemetery (except section STH) the first interment shall be at a lower depth than the second interment and each such interment shall comply with the requirement of subsection (b).
- (d) Each in-ground interment of cremated remains in the cemetery shall be made in a container enclosed in a liner not less than two (2) inches thick and shall be buried in the grave not less than two (2) feet deep except where the concrete encased container is used as the base for a marker installed on the plot flat and flush with ground level. Each container cannot exceed 9 ½" x 9 ½" x 11" long.
- (e) Each interment of cremated remains in a niche or other appurtenance will be in a container that can be accommodated within the opening.
- (f) On and after the date of adoption of this bylaw a concrete grave liner shall be used for each interment, except where a concrete or steel vault is used or cremated remains are interred according to the requirements of subsection (d).

- (g) Each grave liner used in the cemetery shall be made of reinforced concrete not less than two (2) inches thick and shall consist of two side walls, two end walls, and a cover sufficient to bridge the coffin (casket) over its entire length.
 - (h) A precast concrete grave liner as outlined in subsection (f) or a wood liner not less than two inches thick and consisting of two sides and end walls and a cover sufficient to bridge the coffin (casket) over its entire length shall be used for each interment in Sections "C" and "CA" of the Port Coquitlam Cemetery.
 - (i) Coffins/caskets must not exceed 29" wide x 85" length x 27" high. All measurements are to outside of handles. Requirements for oversized coffin/casket must be approved by Manager of Revenue and Collections and any additional costs borne by Licencee.
22. Subject to Section 23, all interments will be done under the direct supervision of the Caretaker and will occur between the hours and on the days of the week indicated below:
- 9:00 am to 2:00 pm – Monday to Friday
23. Interments outside of the hours prescribed in Section 22, or on weekends and statutory holidays, will be permitted to occur only upon payment of the additional charges specified in Schedule 'B' and with the written consent of the Manager of Revenue and Collections, which consent will be given in all circumstances where an interment is required in the directions of the Medical Health Officer given pursuant to Section 15(a) and will be discretionary in all other cases, having regard to the availability of City resources and any costs associated with providing the same.
24. No plot shall be dug or opened by any person other than the Caretaker or a person duly authorized by the Caretaker or by the Director of Parks and Recreation or the Manager of Revenue and Collections.
25. No interment in the Cemetery will be exhumed except in compliance with Part 4 of the Cremation, Interment and Funeral Services Act and upon payment of any fee required by and in compliance with all terms and conditions of this bylaw. The city's responsibility will end at the point where the soil is sufficiently excavated to permit access to the remains for removal by the attending funeral provider.

CEMETERY CARETAKER

26. A cemetery Caretaker may be appointed by the Council, and the duties of a Caretaker so appointed shall be among other things:
- (a) To dig and prepare, or cause to be dug and prepared, all plots required to be dug whenever ordered to do so by the Director of Parks and Recreation or the Manager of Revenue and Collections, or the persons acting for them.
 - (b) To install all memorial markers, monuments, and bases, etc.
 - (c) To carry out, or cause to be carried out, the general work of the cemetery to maintain it in a neat and tidy condition, including the maintenance of paths, gates, fences, and other cemetery improvements.
 - (d) To maintain records and submit reports as required by the Director of Parks and Recreation or the Manager of Revenue and Collections.
 - (e) To complete such other work as may be from time to time directed by the Director of Parks and Recreation or the Manager of Revenue and Collections.

ADMINISTRATION

27. The Manager of Revenue & Collections shall maintain records as necessary to the administration and management of the cemetery and as required by Section 27 of the Regulation under the "Cremation, Interment and Funeral Services Act".
28. The Manager of Revenue and Collections is hereby authorized on behalf of the municipality to grant a licence in the form set out in Schedule "A" hereof in respect of any unlicensed plot in the cemetery, according to the scale of fees and charges specified in Schedule "B" of this Bylaw and subject to the provisions of this Bylaw.
29. The Manager of Revenue & Collections shall issue all permits for interment required by this Bylaw, except as otherwise provided herein.
30. Upon issuing any permits for interment in the cemetery, or upon viewing an order for exhumation from the proper authority as required by Section 16 hereof, the Manager of Revenue and Collections shall notify the Director of Parks and Recreation or the Caretaker before the time of the intended interment or exhumation giving the name of the deceased and the number and location of the plot concerned.

Care Fund

31. (a) A fund shall be established to be known as "The Cemetery Care Fund", and such fund shall be administered in accordance with the requirements of the regulations made under the "Cremation, Interment and Funeral Services Act" for the establishment and administration of a Municipal Cemetery Care Fund and in accordance with the procedures hereinafter set out.
- (b) On all licences for use of plots sold the Treasurer shall pay into "The Cemetery Care Fund Account" an amount as specified in Schedule 'B'.
- (c) On all licences for the use of a plot, and on all contracts or agreements for the sale of such licences, the amount required to be used for Care Fund purposes shall be specified, provided that the amount so specified shall not apply to plot made available by The Corporation free of charge for indigent burial.
- (d) Any owner of a memorial marker, or monument, or memorial and curbing, desiring to install same in the cemetery shall pay to the Manager of Revenue and Collections prior to the installation of such memorial, or memorial and curbing, amount as specified in Schedule 'B' as a contribution to the "Cemetery Care Fund", and such amounts when received shall be paid by the Treasurer into "The Cemetery Care Fund Account" for investment as hereinafter provided.
- (e) Investment of funds received for Care Fund purposes shall be made as required by the regulation under the "Cremation, Interment and Funeral Services Act" applicable to Municipal Cemetery Care Funds.
- (f) The income from the "Cemetery Care Fund" including any appreciation thereof, shall be used for the sole purpose of upkeep and maintenance of the property licenced and the cemetery of which it forms part.
- (g) The principal sum of the Cemetery Care Fund shall not be reduced otherwise than in accordance with an order of the appropriate authority of the Province of British Columbia made pursuant to the regulations under the "Cremation, Interment and Funeral Services Act".

32. A separate account of all monies received under the provisions of this bylaw and all monies expended hereunder shall be kept by the Treasurer and any surplus remaining of receipts over expenditures shall be paid at the end of each financial year into a fund to be known as "The Cemetery Care Fund" and same shall be invested by The Corporation in accordance with the provisions of the "*Local Government Act*" and the interest derived from such investment shall be expended on the upkeep and development of the cemetery.

MEMORIALS

33. No memorial marker or base may be placed in the Cemetery until a permit in the form provided in Schedule "A" to do so has been obtained from the Manager of Revenue and Collections and an installation fee as set forth in Schedule "B" of this bylaw has been paid to the City Treasurer.
34. No memorial marker may be placed on any plot in the cemetery until an amount as specified in Section 'B' has been paid to the City Treasurer for "The Cemetery Care Fund" in respect of each memorial marker or tablet to be placed.
35. A memorial(s) may be installed on a plot in the cemetery subject to the requirements of Section 34 hereof and subject to the following:
- (a) All memorial markers on any plot shall be made of granite or bronze.
 - (b) All memorial markers and bases shall have their sides and edges cut true and perpendicular with the top surface.
 - (c) For sections "STA", "STB", "STE", "STG", "STH", "STL", "C", "CA" and "D" if a concrete base is not supplied by the marker company a concrete base fee must be paid before the memorial marker is installed. The installation of memorial markers in the sections of the Port Coquitlam Cemetery as designated hereunder, shall be as follows:

Sections "STA", "STB", "STE", "STF", "STG", "STH", "STK", and "STL"

- i. Each memorial marker on a plot shall be set on a concrete base and the top surface of the base shall be face level (as outlined in Schedule 'A') with the surface of the ground.

- ii. The dimensions of each plot marker shall be 30 cm x 50 cm (12" x 20") and not less than 10 cm (4") or more than 15 cm (6") in height, provided however, that in the case of a bronze marker the total height of the bronze marker (attached to foundation) and concrete or granite foundation shall not be less than 10 cm (4") or more than 15 cm (6") and shall be set on a base as set forth in Subsection c (i) of this section. The maximum plot marker is 46 cm x 76 cm (18" x 30").
- iii. Two or more related persons may be memorialized on one marker.
- iv. Where it is desired to memorialize on one marker two or more related persons buried side by side in adjacent plots, one 46 cm x 127 cm (18" x 30") tablet which provides for such multiple memorialization may be used instead of two separate tablets provided it is set to embrace evenly the two plots concerned.
- v. Four additional markers to those otherwise permitted may be installed to serve as a memorial of cremated remains or for memorialization purposes and the dimensions of such marker shall be 20 cm x 30 cm (8" x 12") and not less than 5 cm (2") in thickness set face level with the surface of the ground.

Sections "C" and "CA"

- vi. Each granite marker shall be 25 cm x 35 cm (10" x 14") and not less than 5 cm (2") in thickness, set face level with the surface of the ground.
- vii. Each bronze marker shall be 25 cm x 35 cm (10" x 14") and attached to a granite or concrete *foundation* 25 cm x 35 cm (10" x 14") of not less than 5 cm (2") in thickness, set face level with the surface of the ground.
- viii. Two or more related persons may be memorialized on one marker.
- ix. Where it is desired to memorialize on one marker two or more related persons buried side by side in adjacent plots, one 46 cm x 76 cm (18" x 30") tablet which provides for such multiple memorialization may be used instead of two separate tablets provided it is set to embrace evenly the two plots concerned.

- x. Four additional markers to those otherwise permitted may be installed to serve as a memorial of cremated remains or for memorialization purposes and the dimensions of such marker shall be 20 cm x 30 cm (8" x 12") and not less than 5 cm (2") in thickness set face level with the surface of the ground.

Section "D"

- xi. Each granite marker shall be 30 cm x 50 cm (12" x 20") and not less than 5 cm (2") in thickness, set face level with the surface of the ground.
- xii. Each bronze marker shall be 30 cm x 50 cm (12" x 20") and attached to a granite or concrete foundation 30 cm x 50 cm (12" x 20") of not less than 5 cm (2") in thickness, set face level with the surface of the ground.
- xiii. Two or more related persons may be memorialized on one marker.
- xiv. Where it is desired to memorialize on one marker two or more related persons buried side by side in adjacent plots, one 46 cm x 76 cm (18" x 30") tablet which provides for such multiple memorialization may be used instead of two separate tablets provided it is set to embrace evenly the two plots concerned.
- xv. Four additional markers to those otherwise permitted may be installed to serve as a memorial of cremated remains or for memorialization purposes and the dimensions of such marker shall be 20 cm x 30 cm (8" x 12") and not less than 5 cm (2") in thickness set face level with the surface of the ground.

Section "CRI"

- xvi. Each marker on a cremation space in Cremation Section CRI shall be 13 cm x 25 cm (5" x 10") and not less than 5 cm (2") in thickness, set face level with the surface of the ground. CR1 is not permitted a second marker if a double marker exists.
- xvii. Two or more related persons may be memorialized on one marker.
- xviii. Where it is desired to memorialize on one marker two or more related persons buried side by side in adjacent plots, one 30 cm x 51 cm (12" x 20") tablet which provides for such multiple memorialization may be used instead of two separate tablets provided it is set to embrace evenly the two plots concerned.

Section “CR2”, “CR3”, “CR4”

- xix. Each marker on a cremation space in Cremation Sections CR2, CR3 and CR4 shall be not less than 18 cm (7") nor more than 20 cm x 30 cm (8" x 12") and not less than 5 cm (2") in thickness, set face level with the surface of the ground. Sections CR2, CR3 and CR4 are not permitted a second marker if a double marker exists.
 - xx. Two or more related persons may be memorialized on one marker.
 - xxi. Where it is desired to memorialize on one marker two or more related persons buried side by side in adjacent plots, one 30 cm x 51 cm (12" x 20") tablet which provides for such multiple memorialization may be used instead of two separate tablets provided it is set to embrace evenly the two plots concerned.
- (d) All columbarium and scattering garden memorial markers must be purchased through the Corporation for a fee as specified in Schedule “B” of this bylaw.
- 36.** All memorial markers and bases to be placed shall be received at the City’s Operation Centre, 1737 Broadway Street, and shall be set by the cemetery staff under the supervision of the Caretaker.
- 37.** The Corporation shall not be liable for the loss or theft or the breakage or damage of any marker, or base except that which shall arise out of the carelessness and negligence of the Caretaker or the Caretaker’s assistant.
- 38.** No grave or grave plot shall be defined by a fence, railing, coping, curbing, hedge, or by other marking save by a memorial marker or tablet as set out in Section 34 hereof.
- 39.** The Council shall have power to determine from time to time the size of any unlicensed plot in any portion of the Cemetery.

GENERAL

- 40.** At the time of interment, wreaths and floral offerings may be placed on graves but may be removed by Parks and Services Division staff when they become wilted or unsightly or if necessary or expedient for the operation of the Cemetery. Persons wishing to retain these items must remove them within four days after interment.
- 41.** The City will not permit nor be responsible for items such as flower boxes, shells, toys, candles, wire screens, arbors, trellises, chairs, decorations and objects of similar description placed on any lot or columbarium.”

42. The City shall accept no responsibility for the preservation of potted plants, cut or artificial flowers, whenever placed.
43. Cemetery staff will remove items placed on any grave space deemed to be offensive, improper, or in violation of this Bylaw.
44. No glass objects of any kind, (ie. vases, figurines and candleholders) are to be placed on any lot or columbarium.
45. Potted plants in a 4" container, cut or artificial flowers may only be placed at the base of the columbarium and book of memories. Only plastic or biodegradable containers are acceptable. The placement of flowers and trinkets on the columbarium and book of memories are specifically prohibited.
46. From December 1st to January 15th, additional decorations for the festive season will be allowed. These decorations must be removed by January 15th or staff will dispose of them.
47. Only fresh cut flowers may be placed in the flower vase provided on the gravesite between March 15th and November 15th.
48. Artificial flowers are permitted to be placed in the flower vase provided on the gravesites between November 16th and March 15th."
49. The Cemetery shall be deemed open at eight (8) o'clock every morning and closed every evening at eight (8) o'clock. Any person in the Cemetery without special permission of the Caretaker between dusk and dawn the following morning, shall be deemed guilty of an infraction of this Bylaw and liable to the penalties hereof.
50. Every person who violates any of the provisions of this Bylaw or who permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw, or who neglects to do or refrains from doing anything required to be done by any of the provisions of this Bylaw, or who does any act which violates any of the provisions of this Bylaw shall be guilty of an offence punishable on summary conviction and shall be liable to a fine of not more than \$2,000.00 or to imprisonment for not more than six months, or to both, the penalties being enforced and the fines and costs being recoverable upon summary conviction in the manner provided by the *Offence Act* RSBC 1996, c. 338, as amended.
51. Notwithstanding anything herein contained, the administration of the Cemetery shall be carried out at all times in accordance with the "*Cremation, Interment and Funeral Services Act*" and regulations made thereunder.

REPEAL

52. “Cemetery Bylaw, 2004, No. 3454”, as amended, is hereby repealed.

Read a first time by the Municipal Council this 10th day of December, 2007.

Read a second time by the Municipal Council this 10th day of December, 2007.

Read a third time by the Municipal Council this 10th day of December, 2007.

Adopted by the Municipal Council of The Corporation of the City of Port Coquitlam this 14th day of January, 2008.

S.W. YOUNG
Mayor

S. RAUH
Corporate Officer

RECORD OF AMENDMENTS

<u>BYLAW NO.</u>	<u>AMENDED SECTION</u>	<u>DATE</u>
3726	Replaced GST with applicable taxes	2010 05 10
3733	Replace S. 40-48, and Schedule A & B	2011 03 14



CEMETERY BYLAW, 2007, NO. 3616
SCHEDULE "A"
CEMETERY PLOT LICENCE
INTERMENT PERMIT
MARKER PERMIT
EXHUMATION PERMIT

THE CITY OF PORT COQUITLAM - DOING BUSINESS AS:
PORT COQUITLAM MUNICIPAL CEMETERY
 2580 Shaughnessy Street, Port Coquitlam, BC V3C 2A8
 Ph. (604) 927-5251 Fax.(604) 927-5401

This **PURCHASE AGREEMENT** is entered into between **THE CITY OF PORT COQUITLAM (the City)** and the undersigned **PURCHASER and/or Legally Authorized Representative** of a deceased person named herein.

PURCHASER **LEGAL REPRESENTATIVE OF A DECEASED**
DATE:

NAME OF DECEASED:		
HUMAN REMAINS	<input type="checkbox"/>	CREMATED REMAINS <input type="checkbox"/> PRENEED <input type="checkbox"/>
NAME: (Name, relationship to deceased)		
ADDRESS:		
Ph.	Cell:	Email:

Interment Permit:

	PRICE
PLOT LICENCE:	
CEMETERY SECTION: (eg. Columbarium South)	
CEMETERY GRAVE SPACE: CEMETERY PLOT NO.	
CARE FUND CONTRIBUTION: LOT(S) @	
EXPANSION FUND	
GOOD(S) and/or SERVICE(S) SELECTED	
INTERMENT/EXHUMATION: Opening and Closing Fee	
DOUBLE DEPTH INTERMENT - of in same plot	
AFTER HOURS INTERMENT	
LINER: Steel casket – liner not required	
The above interment/exhumation was completed on _____ _____	
Caretaker _____	
MEMORIAL MARKER: Dimensions: X Inches/centimeters	
Granite: Bronze: Other:	
INSTALLATION FEE:	

1. WHERE ITEMS LISTED ARE FOR FUTURE USE OR DELIVERY THE PURCHASER MAY, WITHOUT PENALTY OR OBLIGATION, CANCEL THIS AGREEMENT WITHIN 30 DAYS FROM THE ABOVE DATE BY NOTIFYING THE CITY OF PORT COQUITLAM IN WRITING.
2. THIS AGREEMENT CONTAINS PROVISIONS WHICH LIMIT THE AMOUNT, IF ANY, REQUIRED TO BE REFUNDED TO THE PURCHASER ON CANCELLATION AFTER 30 DAYS FROM THE ABOVE DATE.
3. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE MADE A PART OF THIS AGREEMENT AND THE PURCHASER BY THEIR SIGNATURE ACKNOWLEDGES HAVING BEEN ADVISED OF THEIR CONTENT.

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

*Signature of Purchaser /
 Legal Representative of Deceased*

*Signature for the City /
 Port Coquitlam Cemetery*

*Print Name of Purchaser /
 Legal Representative of Deceased*

*Print Name of City / Agent /
 Cemetery Representative*

This Agreement is binding on the signatory parties, their heirs, successors, personal representatives and permitted assigns.

THE CITY OF PORT COQUITLAM - DOING BUSINESS AS

PORT COQUITLAM MUNICIPAL CEMETERY

2580 Shaughnessy Street, Port Coquitlam, BC V3C 2A8

Ph. (604) 927-5251 Fax (604) 927-5401

GOVERNING LEGISLATION:

This is an agreement to which the Business Practices and Consumer Protection Act and the Cremation, Interment and Funeral Services Act of B.C. apply.

ASSIGNMENT

Upon written notice provided by the Purchaser or the Legal Representative of a Deceased Purchaser and payment in full of the current Administration Fee set out in the Cemetery's Schedule of Rates the goods and services covered under this agreement may, in whole or in part, be assigned to another person.

CANCELLATION & REFUNDS:

TO CANCEL, you must give written notice of cancellation at the address in the contract – 2580 Shaughnessy Street, Port Coquitlam, BC V3C 2A8. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send notice of cancellation by mail, facsimile or electronic mail, it does not matter if the City receives the notice within the required period of time as long as you sent it within the required period.

WITHIN 30 DAYS: Where items listed *are for future use and delivery* the purchaser may cancel this contract, without penalty or obligation, from the day they enter the contract until 30 days after receiving a copy of this agreement. You do not need a reason to cancel. No refund will be made where a good or service has been provided, specially ordered or because of personalization or other unique characteristic cannot be used in the ordinary course of business.

AFTER 30 DAYS: When a written request of cancellation is provided by the Purchaser or a Legal Representative of a deceased Purchaser requesting to cancel this contract 31 days or more after the date of this contract any refund provided shall be subject to the following conditions:

- **INTERMENT RIGHTS FOR IN-GROUND LOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the lot or space collected at the time of purchase and LESS 25% of the original Licence fees and the current Licence Fee as set out in the Schedule of Fees.

- **INTERMENT RIGHTS FOR NICHES, CRYPTS AND CREMATION PLOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the lot or space collected at the time of purchase and LESS 10% of the original Licence fees and the current Licence Fee as set out in the Schedule of Fees.

- **CARE FUND CONTRIBUTIONS:** After 31 days from the date of entering into a purchase agreement **NO REFUND SHALL BE MADE** of any Care Fund contribution collected as part of any good or service purchased,

- Upon confirmation of the requesting party/deceased's estate legal right to receive any refund the City will provide any refund owing within 15 days.

PURCHASER'S INITIALS _____

COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION

- The Purchaser, by signing this agreement, acknowledges that the City in the course of providing the goods and services requested shall as required by law or as it deems necessary collect, retain and disclose such personal information as is necessary to fulfill the terms and conditions of this agreement. The use of personal information about the purchaser or a deceased person shall be strictly controlled and will never be provided to another party or organization unless required to provide a good or service under this agreement or is required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the City to, from time to time as requested, provide interment or memorial locations to cemetery visitors.
- The Purchaser, by signing this agreement, waives any responsibility or liability of the City 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.

PURCHASER'S INITIALS _____

CEMETERY RULES AND REGULATIONS

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement and acknowledges and agrees to observe that the provision, use and maintenance as applicable of the goods and services covered in this agreement together with the all of the facilities of the cemetery are subject without exception to the Rules & Regulations and Schedule of Rates for the cemetery in their entirety now or hereafter in effect.
- This Licence is for the use of the plot only and all fees and charges relate solely to the plot and do not include any other charges, including, without limitation, charges for:
 - (a) grave services, such as opening and closing plots at time of burial or for exhumation;
 - (b) provision of grave liners in Sections STA, STB, STE, STF, STG, STH, STK, and STL;
 - (c) provision of cremated remain containers in Sections CR1, CR2, CR3, CR4 and Columbarium;
 - (d) permits for the installation of Memorial Markers;all of which charges will be assessed at the time of actual burial in accordance with the fees and charges then in effect under the Bylaw, or any successor bylaw.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations on the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Rules and Regulations of the cemetery.
- The City reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tributes which do not comply with the Cemetery Rules and Regulations.
 - This Permit may not be transferred or assigned and changes to the same may only be made with the prior written authorization of the Manager of Revenue and Collections.
 - Subject to a request being made in advance and with the permission and at the sole discretion of the Cemetery Caretaker display of normally unauthorized items *may* be permitted on interment lots and memorial sites on holidays, anniversaries or other dates that were of significance to the deceased memorialized. Such displays will be permitted to remain on the site for no more than 7 calendar days, after which the items will be removed without prior notice.

Right to Reclaim:

- (1) 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 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 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 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 or the person who has authority under section 5 of the Act with respect to the deceased interment rights holder.

PURCHASER'S INITIALS _____

INTERMENT RIGHTS

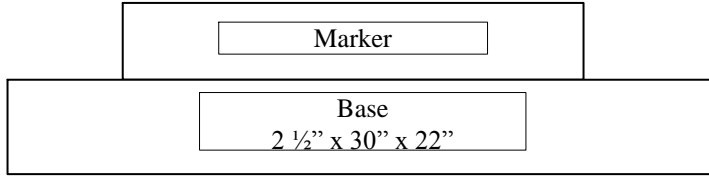
Interment rights have a legal, perpetual status. Purchasers or assignee holders of interment rights are advised to record in writing, preferably within the context of a Will or notarized document, the person(s) who shall – upon the purchaser's or assignee's death - be entitled to use and/or exercise control over the interment rights that are registered in their name. In the absence of such written assignment future exercise of interment rights shall be governed by the order of priority as outlined in the Cremation, Interment and Funeral Services Act.

TERMS AND CONDITIONS OF MEMORIAL MARKER PERMIT

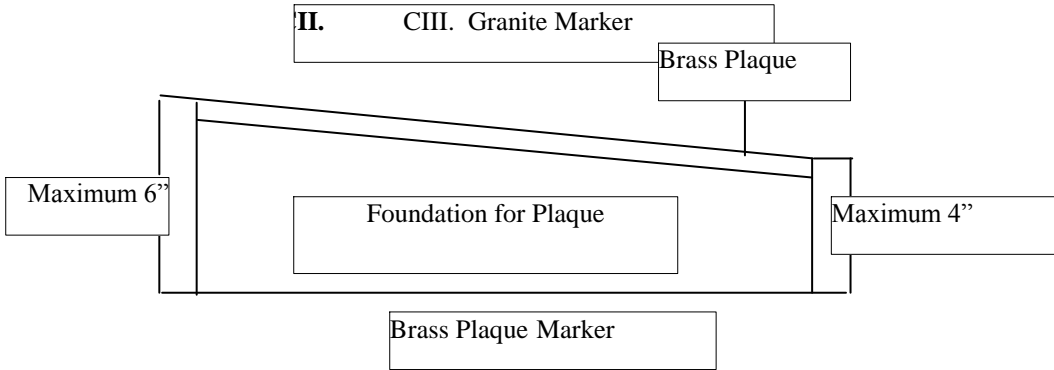
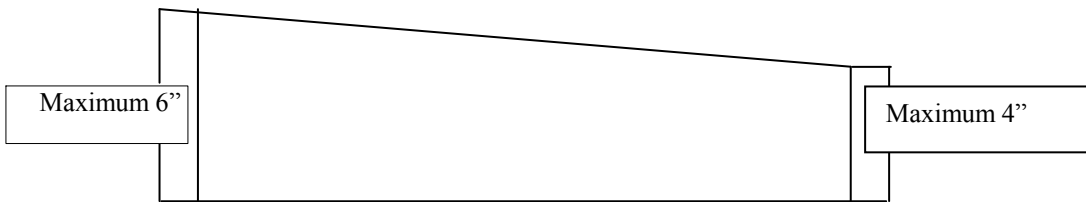
A Memorial Marker is any dedication or inscription on a plaque or marker in memory of a deceased person that is placed on any Memorial in the Cemetery.

1. Any Memorial Marker for which a Permit is issued pursuant to the City of Port Coquitlam's Cemetery Bylaw, 2007, No. 3616 (the "Bylaw"), is subject to the provisions of that Bylaw notwithstanding that the City of Port Coquitlam may inadvertently approve a Memorial Marker whose dimensions or material does not comply with the Bylaw. It is entirely the responsibility of the Applicant to ensure that the Memorial Marker for which this Permit is issued complies with the Bylaw.
2. No memorial marker, tablet, or base may be placed in the Cemetery until a permit in the form provided in Schedule 'D'; to do so has been obtained from the Manager of Revenue and Collections, and an installation fee as set forth in Schedule 'C' of this bylaw has been paid to the City Treasurer.
3. No memorial marker or tablet may be placed on any plot in the cemetery until an amount as specified in Section 'C' has been paid to the City Treasurer for "The Cemetery Care Fund": in respect of each memorial marker or tablet to be placed.
4. A memorial(s) may be installed on a plot in the cemetery subject to the requirements of Section 34 hereof and subject to the following:
 - (a) All markers on any plot shall be of the memorial tablet or plaque type, made of granite or bronze.
 - (b) All memorial markers, tablets and bases shall have their sides and edges cut true and perpendicular with the top surface.
 - (c) All columbarium and scattering garden memorial markers must be purchased through the Corporation for a fee as specified in Schedule "C" of this bylaw.
5. All memorial markers to be placed shall be received at the City's Operation Centre, 1737 Broadway Street, and shall be set by the cemetery staff under the supervision of the Caretaker.
6. The Corporation shall not be liable for the loss or theft or the breakage or damages of any marker or tablet except that which shall arise out of the carelessness and negligence of the Caretaker or their assistant.
7. The Cemetery Care Fund contribution is non-refundable.

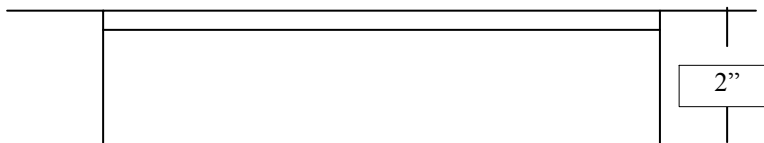
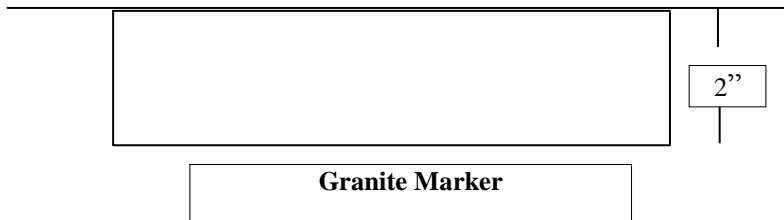
**SECTIONS STA, STB, STE, STF, STG, STH, STK, STL, CRI, CR2, CR3, CR4,
Columbarium and Scattering Garden.**



- Marker **CANNOT** be fastened, pegged or glued to base.
- Base set face level to ground.



C. SECTIONS C, CA, CR1, CR2, CR3, CR4 AND SECOND MARKER



- Markers set face level on ground
- MEMORIAL MARKERS**

**CEMETERY BYLAW, 2007, NO. 3616
SCHEDULE "A"**

MEMORIAL MARKERS

SECTION	SIZE	THICKNESS	ADDITIONAL MARKERS	DOUBLE MARKER	COMMENT
STA, STB, STE, STF, STG, STH, STK, STL	12" x 20" 30 cm x 50 cm Max. 18" x 30" 46 cm x 76 cm	4" - 6"	8" x 12" 20 cm X 30 cm	18" x 30" 46 cm x 76 cm	Second Marker set at face level. Base set at face level
C, CA	10" x 14" 25cm x 35 cm	2" 5 cm	8" x 12" 20 cm x 30 cm	18" x 30" 46 cm x 76 cm	Set at face level
D	12" x 20" 30 cm x 50 cm	2" 5 cm	8" x 12" 20 cm x 30 cm	18" x 30" 46 cm x 76 cm	Set at face level
CR I	5" x 10" 13cm x 25 cm	2" 5 cm	5" x 10" 13 cm x 25 cm	12" x 20" 30 cm x 50 cm	Set at face level
CR 2, 3, 4	8" x 12" 20 cm x 30 cm	2" 5 cm	8" x 12" 20 cm x 30 cm	12" x 20" 30 cm x 50 cm	Set at face level
Columbarium	10" x 10" 25 cm x 25 cm		NA	NA	Container should be no bigger than 10 ½ X 11 X 16(holds two containers)
Scattering Garden	3" x 4" 8 cm x 10 cm		NA	NA	

**CEMETERY BYLAW, 2011, No. 3616
SCHEDULE "B" - TARIFF**

		Resident	Former Resident	Non-Resident
A. PLOT FEES		Effective May 1, 2011		
1	(a) Single adult plot in Sections "STA", "STB", "STE", "STF", "STG", "STK", "STL" of the Cemetery	\$ 1525.00	\$ 2592.50	\$3660.00
	Care Fund	733.50	1246.95	1760.40
	Expansion Fund	675.50	1148.35	1621.20
	Total	\$ 2934.00	\$ 4987.80	\$7041.60
	(b) Single child plot in Section "D" of the Cemetery	915.00	1555.50	2196.00
	Care Fund	440.10	748.17	1056.24
	Expansion Fund	405.30	689.01	972.72
	Total	\$ 1760.40	\$ 2992.68	\$ 4224.96
	(c) Single infant plot in Sections "C" and CA of the Cemetery	762.50	1296.25	1830.00
	Care Fund	366.75	623.48	880.20
	Expansion Fund	337.75	574.17	810.60
	Total	\$ 1467.00	\$ 2485.40	\$ 3520.80
Each				
	(d) Single cremation plot in sections CR1, CR2, CR3 and CR4 of the Cemetery	\$ 714.65	\$ 714.65	\$ 714.65
	Care Fund	\$ 271.50	271.50	\$ 271.50
	Expansion Fund	\$ 99.85	99.85	99.85
	Total	1086.00	\$ 1086.00	\$ 1086.00
	(e) Single niche in the Columbarium Niche section of the Cemetery	\$ 1850.00	\$ 1850.00	\$ 1850.00
	Care Fund	\$ 210.00	\$ 210.00	\$ 210.00
	Expansion Fund	\$ 250.00	\$ 250.00	\$ 250.00
	Total	\$ 2310.00	\$ 2310.00	\$ 2310.00
	(f) Care Fund for Cremation ashes placed in Full Burial plot	\$130.00	\$130.00	\$ 130.00
	(g) Pedestal niche in the Columbarium Niche section of the Cemetery	\$ 4100.00	\$4100.00	\$ 4100.00
	Care Fund	\$ 500.00	\$ 500.00	\$ 500.00
	Expansion Fund	\$ 400.00	\$ 400.00	\$ 400.00
	Total	\$ 5000.00	\$ 5000.00	\$ 5000.00

**CEMETERY BYLAW, 2011, No. 3616
SCHEDULE "B" - TARIFF CONT'D**

		Resident	Former Resident	Non-Resident
		Each		
	(h) Boulder Memorial (Boulder Inscriptions not included)	\$ 1200.00	\$ 1200.00	\$ 1200.00
	Care Fund	\$ 145.00	\$ 145.00	\$ 145.00
	Expansion Fund	\$ 105.00	\$ 105.00	\$ 105.00
	Total	\$ 1450.00	\$ 1450.00	\$ 1450.00
	(i) Granite Memorial (Granite inscriptions not included)	\$ 3500.00	\$ 3500.00	\$ 3500.00
	Care Fund	\$ 425.00	\$ 425.00	\$ 425.00
	Expansion Fund	\$ 325.00	\$ 325.00	\$ 325.00
	Total	\$ 4250.00	\$ 4250.00	\$ 4250.00

B. SERVICE CHARGES

1	Opening and Closing for Burial:	
	(a) Adult plot	\$ 1120.00
	(b) Adult plot with extra depth of grave to 2.4m (8')	\$ 2240.00
	(c) Child plot (aged 6 to 12 years incl.)	\$ 840.00
	(d) Infant plot (5 years and under)	\$ 560.00
	(e) Cremation plot	\$ 330.00
	(f) Cremation plot with extra depth of grave	\$ 660.00
	(g) Scatterings	\$ 200.00
	Care Fund	80.00
2	Opening and Closing for Exhumation:	Extra 100% of rate under B.1.
3	Opening and Closing for Burial between 2:00 pm and 4:00pm on Regular Working Days:	Extra 50% of rate under B.1.
4	Opening and Closing for Burial on Saturdays, Sundays, Statutory Holidays and after 4:00pm on Regular Working Days:	Extra 100% of rate under B.1.

**CEMETERY BYLAW, 2011, No. 3616
SCHEDULE "B" - TARIFF CONT'D**

B. SERVICE CHARGES CONT'D

5	Opening and Closing for Exhumation on Saturdays, Sundays, Statutory Holidays and after 4:00pm on Regular Working Days:	Extra 200% of rate under B.1.
6	Installation of Memorials (includes mandatory Care Fund Contribution of \$18.00) Except for Columbarium, Pedestal Niche and Scattering Garden.	\$ 180.00
7	Inscription(\$231.75) and Installation(\$231.75) of Memorials for Columbarium or Pedestal Niche(includes mandatory Care Fund of \$51.50) (Maximum 3 lines)	\$ 515.00
8	Inscription(\$117.00) and Installation(\$117.00) of Memorials for Scattering Garden(includes mandatory Care Fund of \$26) (Maximum 3 lines)	\$ 260.00
9	Removal and Reinstallation of Memorials	\$ 180.00

C. GOODS

(a)	Concrete Grave Liners:	\$ 500.00
(b)	Cremated Remains Liner:	\$ 83.00
(c)	Transfer of Licence Fee	\$ 103.00
(d)	Niche Vase	\$ 123.60
(e)	Columbarium or Pedestal Niche Marker	\$ 515.00
(f)	Engraving of second name on Columbarium or Pedestal Niche Marker (Maximum 2 lines)	\$ 257.50
(g)	Licence Fee	\$ 310.00
(h)	Engraving of extra line on Columbarium or Pedestal Niche marker or Memorial book	\$ 60.00
(i)	Marker base	\$ 125.00



**CEMETERY BYLAW, 2007, NO. 3616
SCHEDULE "C"**

2580 Shaughnessy Street
Port Coquitlam, BC
V3B 2A8
Ph. (604) 927-5251
Fax (604) 927-5401

I, _____, of _____
(Insert full legal name of licence holder) (Insert address of licence holder)

being the holder of Cemetery Plot Licence No. _____, (the "Licence") DO HEREBY apply to the CITY OF PORT COQUITLAM to surrender the Licence in accordance with the terms and conditions of the City of Port Coquitlam's Cemetery Bylaw, 2007, No. 3616 (the "Bylaw") AND CERTIFY THAT:

1. the Licence has not been transferred, sold, or otherwise assigned to any other person and that I am the sole person entitled to request this Surrender;
2. no human or cremated remains have been interred nor is any interment pending in the plot to which the Licence applies as of the date of this application for Surrender;
3. the amount to which I am entitled to be reimbursed on the surrender of the Licence is:

the plot fee paid pursuant to this Agreement less 10% in the case of niches for cremated remains, and in the case of all in-ground burial plots and traditional lawn plots for cremated remains, the plot fee paid pursuant to this Agreement less 25%.

DATED AT PORT COQUITLAM, BC, this _____ day of _____, 20_____.

Signature of Applicant for Surrender

The CITY OF PORT COQUITLAM hereby acknowledges receipt of the original Licence together with this Application for Surrender and agrees to pay to the holder of such Licence the Surrender fee described in paragraph 3 above within 14 days of the date of this Surrender.

DATED AT PORT COQUITLAM, BC, this _____ day of _____, 20_____.

CITY OF PORT COQUITLAM

Per: _____