



**ST. PETER'S CEMETERY**  
6240 Moore Rd. Port Alberni, BC V9Y 7J8

**HOLY FAMILY & NOTRE DAME PARISH**  
4731 Burke Rd. Port Alberni, BC V9Y 5P1  
250-723-8912  
rc-portalberni@shaw.ca

## INTERMENT RIGHTS CERTIFICATE

Plot #

Date Purchased:

Interment Rights Holder: The Interment Rights Holder listed below has the right to direct/consent to the burial, and memorialization associated with the Interment Rights in conjunction with the cemetery by-laws.

Rights Holder Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Cemetery Name: St. Peter's Cemetery

Cemetery Address: 6240 Moore Rd. Port Alberni, BC V9Y 7J8

Cemetery Phone Number: 250-723-8912

Interment Right Location:

Interment Right Type: full body /cremated remains

Price: \$225.00 full body \$75 cremation

Perpetual Fund Contribution: \$75 full body \$25 cremation

The interment rights holder shall be eligible to receive a refund of the above listed price of the plot, minus the Perpetual Fund Contribution and a \$25 Administration Fee, upon surrender of this certificate to the Board of Cemetery Trustees.

\*Pls. note that these are not the current plot prices, but the most recent prices this plot would have been purchased for.

Interment Right Capacity: *One (1) full body* as well as *Six (6) sets of cremated remains* may be interred in a Full Body plot; the body must be interred first, and each set of remains is subject to the Perpetual Fund Contribution charge AT THE TIME OF INTERMENT. Two (2) sets of cremated remains may be interred in one (1) urn in a Cremation plot, provided there is no co-mingling of the ashes; the second set of remains will be subject to the Perpetual Fund Contribution charge AT THE TIME OF INTERMENT.

Memorialization Permitted: yes; permit required. Please see attached by-laws.

Refer to the Cemetery By-laws provided below for a complete listing of by-laws that apply to your specific Interment Right.

*St. Peter's Cemetery by-laws prohibit private transfer of the Interment Rights; Rights Holders may only surrender their Rights back to the cemetery operator for the amount specified above. Exceptions will be made where proof of purchase is provided.*

**I wish to surrender my Interment Rights to the Board of Cemetery Trustees of St. Peter's Cemetery**

*The Interment Rights Certificate must be returned to the cemetery operator if the Rights Holder wishes to transfer the Interment Rights to a third party (immediate family ONLY). A new Interment Rights Certificate will be issued by the cemetery operator upon registration of transfer.*

**I wish to transfer my Interment Rights to a third party**

\_\_\_\_\_  
Name of Transferee

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
City Province Postal Code Phone Number

*If the original Interment Rights Certificate is misplaced, the cemetery operator must issue a duplicate certificate; the cemetery operator reserves the right to charge an administration fee for issuance of a duplicate certificate.*

\_\_\_\_\_  
*Signature of Internment Rights Holder*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Representative of the Board of Cemetery Trustees*

\_\_\_\_\_  
*Date of Issuance*

## CONDITIONS AND REGULATIONS

1. Interment in such grave or lot shall be subject to the Rules and Regulations of said Cemetery, both those endorsed hereon and all others now in force herein after prescribed (to all of which the Purchaser or Guarantor agrees in completing the order).
2. Arrangements for burial must be made at the Cemetery Office by the named relatives of the deceased or a representative authorized in writing by them to make such arrangements the deceased, or by other authorized person at least 48 hours before time of interment.
3. No Interment shall be made in the Cemetery except on presentation of a permit , nor shall the remains of a deceased person be accepted for burial or other disposal except upon presentation of the Burial Permit and Acknowledgement of Death of the deceased, issued by the Vital Statistics Agency or by another official under the provisions of the Vital Statistics Act and Regulations.
4. No Interment shall be made on a Sunday unless ordered by the Medical Health Officer of the appropriate Health Unit in this as in any similar circumstances, his directions shall be carefully observed.
5. No said assignment or transfer of graves, lots or vaults or of Rights of Interment therein shall be made without the written consent of the Cemetery. 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.
6. Until an Interment has been made in a grave, lot or vault, a SURRENDER ONLY of Interment Rights therein may be made by the registered holder, subject to the Rules and Regulations of the Cemetery; at time of surrender, the purchaser will be issued a refund of the ORIGINAL purchase price, minus the Perpetual Fund contribution and an administrative fee (see "Right of Surrender" Certificate for full conditions). After an interment has been made in a grave, lot or vault, no assignment or transfer of any right therein may be made or will be recognized by the Cemetery.
7. All Interments, Disinterments and Removals including all openings and closings of grave shall be made only by the Cemetery.
8. In consideration of any multiple burial privileges which may be granted by the Cemetery for lots in certain designated areas, burial of remains will only be allowed as specified in the Rules and Regulations.
9. Flat memorials (flush with the ground) are only allowed as specified in the Rules and Regulations.
10. No marker or memorial privileges shall be allowed until graves, lots and all other charges are fully paid including the setting and installation charges for the memorial and the additional contribution to the Care Fund for the extra costs involved in maintaining the grave (maintenance of the memorial is not included).
11. This contract can be cancelled by the Purchaser or a personal representative of the purchaser within fifteen (15) days of the date the contract was made. If said contract is cancelled within the said 15 day period a full refund will be made.
12. While the lot holder is entirely free in selecting the supplier of the memorial, the size, materials and form of the memorial must conform the Rules and Regulations of the Cemetery, especially as applicable to the particular area, and **the Cemetery reserves to itself the placement or removal of ANY and ALL memorials.**

13. All improvements, alterations or embellishments of lots in the Cemetery shall be under the direction of the Cemetery and should any be made without its written consent the Cemetery reserves the right to remove, alter or change such improvements, alterations or embellishments at the expense of the lot holder. The Cemetery reserves the right to remove anything which is unsightly, dangerous or impedes the progress of "Care".
14. The planting of trees, shrubs or plants of any kind will not be allowed at any time on said grave or lot and the placing of FRESH FLOWERS ONLY on graves, lots or vaults shall be subject to the applicable Rules and Regulations of the Cemetery as then in force.
15. Artificial flowers are not permitted on graves.
16. Flowers must be placed only in Cemetery approved containers, NO glass or plastic vases, please see the Rules and Regulations of the Cemetery.
17. (1) Where an error is made in the contract of sale, description or transfer of a lot and the lot is unavailable, St. Peter's Cemetery shall:
  - (a) amend the contract to provide another lot of equal or greater value and similar location acceptable to the lot holder or a personal representative of the lot holder;
  - (b) cancel the contract and refund the full amount of money paid plus accrued interest at a prescribed rate.(2) Where human error is made and human remains are interred in the wrong lot, the operator shall:
  - (a) disinter the human remains from the wrong lot and inter them in the correct lot if available, or
  - (b) if the correct lot is not available, disinter the human remains from the wrong lot and inter them in a lot acceptable to a representative of the lot holder, and shall, within 30 days after that, notify the Director 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 who may resolve the matter in any way the registrar considers appropriate in the circumstances as per section 43 of CIFSA.
18. (1) The Cemetery may sell a Right of Interment for a lot that has been sold previously, with the prior approval of the Director of the BPCPA, only if:
  - (a) a period of at least 100 years has elapsed from the date the prior Right of Interment was sold;
  - (b) at least 180 days have passed since the date the Cemetery sent a notice of its intention to resell the Right of Interment to the last known address of the Purchaser, and the Cemetery has not received a response from the Purchaser, and
  - (c) the Cemetery has made diligent attempts to contact the Purchaser but is not able to locate them.(2) If a Right of Interment is resold in the circumstances described in section (1) above, and the Purchaser requires the use of the lot, the Cemetery must provide another right of interment of equal or greater value that is acceptable to the Purchaser or a personal representative of the purchaser.
19. The use of the Cemetery and its interment spaces shall be subject to such other reasonable conditions as may be prescribed in the Rules and Regulations of the Cemetery and amended from time to time.

## **St. Peter's Cemetery By-Laws re: Memorials**

### **1. Memorials**

- a) Memorials will only be installed, removed or modified in the Cemetery when:
  - i. an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator;
  - ii. the applicable contribution is paid to the Care Fund as required in the CIFSA;
  - iii. All outstanding fees relating to the Lot, Interment and Memorial installation have been paid in full; and
  - iv. the deceased person has been interred in the Lot or is sharing a marker with another who is not yet deceased.
- b) All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator. All Memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of stone or bronze. Bronze memorials must be set on a concrete base. All Memorials shall conform to the specifications set out in Sub-section 8 d) of this Bylaw.
- c) Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to HFNDP; timelines may vary depending on scheduling issues, weather conditions and ground conditions.
- d) HFNDP-BCT shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery.
- e) The Interment Right Holder, or the deceased's descendants, is required to keep in proper repair, at their expense and to the satisfaction of the BCT, all Memorials upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Administrator will document the condition and have the Memorial or Lot adornment removed from the Cemetery at the expense of the Lot holder or their successors. Interment Right Holders may request that the BCT make repairs; however, all costs associated with the repairs will be borne by the Interment Right Holder.

### **2. Ground Interment Memorials**

- a) A Memorial in respect of an in-ground Interment, including those for cremation Lots, shall be installed flush with the ground.
- b) A Memorial Permit as prescribed by the BCT, shall be issued by the Administrator to authorize installation of all in-ground interment Memorials.
- c) The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this By-law. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this By-law, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.

- d) Any tablet type Memorial may be installed on a grave Lot in the Cemetery provided the Administrator deems the tablet to be acceptable and conforms to the following:
- i. each bronze memorial tablet shall be attached to a concrete base of not less than 10cm (4") thick, with side surfaces true and perpendicular with the top surface of the attached tablet.
  - ii. each stone tablet shall be not less than 7.5cm (3") thick and shall have its side surfaces true and perpendicular with the top surface.
  - iii. the top surface of memorial tablets and concrete bases for the memorialization of one person shall be no larger than 30cm x 50cm (12" x 20") and no smaller than 20cm x 28 cm (8" x 12"). The only exception shall be where two related persons are buried side by side in adjacent grave Lots, one 45cm x 75cm (18" x 30") tablet which provides for memorialization of both persons may be used instead of two separate tablets, provided the single tablet so used is set to embrace evenly the two grave Lots. Requests for exceptions to this by-law are subject to the approval of the Administrator.
  - iv. a bronze memorial tablet intended for installation on the grave of an adult or child may be smaller than it's concrete base provided the concrete base conforms to the size required by sub-sections (i), (ii), and (iii) above, and provided the part of the base extending beyond the tablet does not exceed 5cm (2") wide and has a smooth, slightly beveled surface to shed water at its outer edges.
  - v. only one memorial tablet per interment may be installed on each grave Lot.
  - vi. raised inscriptions shall only be permitted on memorial tablets when the letters are not raised more than 6mm (1/4") above the face of such tablet.