SAVONA IMPROVEMENT DISTRICT
BYLAW No. 209

A BYLAW regulating operation and maintenance of a cemetery and for fixing charges payable to the Savona Improvement District. The Trustees of the Savona Improvement District enact as follows:

Title

1. This Bylaw may be cited as the "Cemetery Bylaw No. 209, 2026"

Definitions

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

DISTRICT	shall mean the Savona Improvement District, and its Representatives;
ADMINISTRATOR	shall mean the person duly appointed as such by the Trustees;
CARETAKER	shall mean the person or persons duly appointed by the Trustees;
CEMETERY	shall mean and include any tract of land set aside, used, maintained, or operated as a cemetery by the Savona Improvement District;
RESIDENT	shall mean a deceased person, who resided in, owned property in, or was a taxpayer in the Savona Improvement District at the time of death;
NON-RESIDENT	shall mean any person who is not a resident, property owner or taxpayer in the Savona Improvement District;
MEDICAL HEALTH OFFICER	shall mean the person duly appointed from time to time as the Medical Health Officer of the Interior Health Authority region;
TRUSTEES	shall mean the Trustees of the Savona Improvement District.

Lands

3. The following lands owned by the District have been set aside, operated, used and maintained for cemetery purposes:

   a) That part of Savona Ferry Townsite, Township 21, Range 21, West of the 6th Meridian, Kamloops Division of Yale District, shown as cemetery on Plan dated at Ottawa, 1st October, 1915

   b) Lot A, Savona Ferry Townsite, Township 21, Range 21, W.6.M Kamloops Division of Yale District, Plan 16611

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

Right to Use the Cemetery

4. The District Trustees may grant to any person paying the fees therefore, according to the scale of fees herein after provided, a contract for the exclusive use by a person or a person's executors or administrators, of any one or more grave spaces which may be vacant in the Cemetery and upon payment of said fees, therefore, such person or persons shall be entitled to receive a contract in form of Schedule "A" attached to and forming part of this Bylaw.

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

6. If the holder of a license to use and occupy grave space in the cemetery shall at any time desire to dispose of or transfer to another person his right to use and occupy grave space in the cemetery he shall first provide the Administrator with full particulars of the name, address, and other description of the person to whom the transfer is to be made, the consideration to be paid therefore, and such other information as the Administrator may reasonably request. The provision of such information shall not bind the District to accept the proposed transfer.

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

7. All licenses issued for use of grave space in the Cemetery shall be subject to the provisions of this Bylaw and all bylaws now or hereafter to be passed by the Trustees.

Fees and Charges

8. The fees for interment, disinterment, use of grave space and care of graves, and the charges for goods offered for sale by the District 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.

9. The fees set out in Schedule "B" to this Bylaw shall be paid at the District's office at the time of purchasing a cemetery space, interment contract, or any goods or services sold by the District in connection with the operation of the Cemetery.

10. In case of poverty, the Trustees may consider and decide on application for remission of fees in whole or in part, and in any case the Trustees may remit such fees in whole or in part.

Permission to Inter, Exhume and Cremate

11. No remains shall be interred in the Cemetery until a contract to inter the body has been obtained from the District and the fee for Interment as specified in Schedule "B" has been paid to the District except as may be permitted otherwise under the terms of Sections 19 & 20.

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

13. All applications for a contract to inter in the Cemetery must be made to the Administrator at the Savona Improvement District office during regular office hours.

14. Any person who makes applications for an interment contract or who requires an interment to be made, shall provide the Administrator, with a statement of name, age, and date of death of the deceased, whether or not death was caused by a communicable disease as listed in the "Health Act

Communicable Diseases Regulations," the time and date of the funeral and any other information as may be required.

15. In cases where the body of a person who dies having an infectious disease must be buried within thirty-six (36) hours of death under the requirements of Section 20 hereof and if throughout the thirty-six (36) hours immediately following such death the Savona Improvement District office is closed, permission to inter in the Cemetery shall be obtained from the Chair of the Trustees, but in no case shall a person who dies having an infectious disease be buried without the consent of the Medical Health Officer.

    a) The Caretaker or the person who performs a burial under the conditions of Section 15 shall provide the Administrator full particulars of the interment, and the representatives of the deceased shall provide the Administrator 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 Administrator.

    b) The information required to be given to the Administrator under the terms of Subsection (a) of this Section shall be made and provided to the Administrator as soon as such interment as the Savona Improvement District office is opened.

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

17. It shall be unlawful for any person to cremate or bury a deceased person within the limits of the Savona Improvement District save and except as authorized under the terms of the "Cremation, Interment, and Funeral Services Act," and the regulations made hereunder.

Interment in the Cemetery

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

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

20. The body of any person who dies having an infectious disease must be interred within thirty-six (36) hours after death occurs; and the Medical Health Officer shall provide the Administrator with definite instructions respecting interments in such cases, and the Caretaker shall follow such instructions carefully and minutely making such interments.

    a) The following will be considered 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 other as may be hereafter designated by the Medical Health Officer.

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

21. Each interment in the Cemetery, other than the interment of cremated remains, shall provide for not less than 3 feet of earth between the upper surface of the coffin, or grave liner enclosing the coffin and the top of the surface of adjacent ground.

a) Not more than two (2) traditional burials shall be permitted in any one grave space, and the first interment in the grave space shall be at a lower depth than the second interment.

22. The interment of cremated remains in a plot in the Cemetery shall be made in a container encased in either concrete, polypropylene, or fiberglass, and shall be buried in the grave no less than 2 feet deep, except where the concrete encased container of cremated remains is used as a foundation-base for a memorial marker installed on the grave.

a) No more than two (2) cremation burials shall be permitted in any one grave space.

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

23. No grave shall be dug or opened by any person other than the Caretaker authorized by the District Administrator.

24. No vaults or other methods of interment above ground level shall be permitted in the cemetery.

Cemetery Caretaker

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

a) Dig and prepare or cause to be dug and prepared, all graves required to be dug whenever order to do so by the Administrator.

b) Install or supervise the installation of all memorial markers

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

d) Maintain records as required and submit to the Administrator whatever reports are required by him.

e) Complete such other work as may be directed by the Administrator.

f) Ensure that no plot in the Cemetery shall be defined by a fence, hedge, or rooted plant. Border curbing with permission from the District with fees paid can be installed according to specifications of the Caretaker. Maintenance of the entire cemetery plot on which such special items are installed shall be the responsibility of the party obtaining such permission. If such upkeep is not maintained, the Caretaker shall remove those special items.

Administration and Care Fund

26. The Administrator shall maintain records as necessary to the administration and management of the cemetery and as required under the "Cremation, Interment and Funeral Services Act."

27. The Administrator is hereby authorized on behalf of the District and subject to the provisions of this

Bylaw to grant a contract in the form set out in Schedule "A" hereof in respect of any grave space, according to the scale of fees and charges specified in Schedule "B" of this Bylaw.

28. The Administrator shall issue all permits for interment required by this Bylaw, except as otherwise provided.

29. Upon issuing any contracts for interment in the Cemetery, or upon receiving an order for exhumation from the proper authority as required by Section 16 hereof, the Administrator shall notify the Caretaker before the time of the intended interment or exhumation giving the name of the deceased, the number and location of the grave spaced concerned and any instructions of the Medical Health Officer relative to the interment or exhumation.

30. 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 Cemetery Care Fund and in accordance with the procedures hereinafter set out.

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

32. On all licenses for use of grave space sold there shall be paid into "The Cemetery Care Fund Account" the amount received for each license sold from the fees specified in Schedule "B."

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

34. Any owner of a memorial marker, desiring to have same installed in the Cemetery, shall pay the District prior to the installation of such memorial, an amount specified in Schedule "B" which will include a specified amount as a contribution to the "Cemetery Care Fund Account" and such amounts when received shall be paid into the "Cemetery Care Fund Account" for investment as hereinafter provided.

35. Investment of Funds received for Care Fund purposes shall be made as required by the Regulations of the "Cremation, Interment, and Funeral Services Act" applicable to Cemetery Care Funds.

36. 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 licensed, and the Cemetery of which it forms a part.

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

38. A separate account of all monies received under the provisions of this Bylaw and all monies expended hereunder shall be kept by the District and any surplus remaining over receipts expenditures shall be paid at the end of each fiscal year to the "Cemetery Fund" and same shall only be expanded on the upkeep and development of the Cemetery.

Memorial Markers

39. A memorial marker may be installed on a grave in the Cemetery, subject to the requirements of Section 34 and subject to the following:

    a) Memorial markers made of wood will not be permitted to be installed in the Cemetery after the passage of this Bylaw

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

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

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

iii. Except permitted otherwise, in subsection (ii), the top surface of the memorial marker shall measure as follows:

Traditional Burial

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

Cremated Burial

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

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

v. One memorial marker only may be installed on each cremated remains grave but where two persons are buried side by side in adjacent graves, one 30 cm / 60cm (12" x 24") tablet which provides for the same memorialization of both persons may be used instead of two separate tablets provided the single tablet so used is set to embrace evenly the two graves concerned.

vi. Where multiple interments have been allowed as outlined in Section 22, memorial markers may be installed for each interment, however the size of each marker must not exceed the cremated remains sizes as outlined in 39.b.iii above.

40. NO MEMORIALS ARE ALLOWED on any cemetery grave location where no interments are being considered in the future. The Improvement District provides memorial alternatives on existing memorial walls at the fees set out in Schedule B of this Bylaw. An additional option through the Improvement District Memorial Program.

General

41. No grave or grave space shall be defined by a fence, railing or hedge. Curbing and white rocks will be allowed if kept up or it will be removed.

42. Cut flowers, wreaths and floral offerings may be placed on graves but may be removed by the Caretaker of the District when their condition is considered to be detrimental to the Cemetery.

43. No person shall plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the Cemetery other than the Caretaker of the District.

44. All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the Cemetery or any improvements in the Cemetery.

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

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

47. All persons and funeral procession in the Cemetery shall obey the reasonable instructions of the Caretaker, but any person not behaving with proper decorum within the cemetery or disturbing the quiet and good order of the Cemetery may be evicted therefrom by the Caretaker.

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

49. The Cemetery shall be deemed open 8:00am to 8:00pm daily. Any persons in the Cemetery between 8:00pm and 8:00am the following morning without the special permission of the Administrator shall be deemed guilty of an infraction of this Bylaw and liable to the penalties hereof.

Penalties

50. Any person who violates any provisions of this bylaw shall be liable upon conviction, to a maximum penalty as authorized under the "Offence Act." Where any violation continues, each day in which it continues shall be a separate violation for the purpose of prosecution under this bylaw.

General Provisions

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

52. This Bylaw repeals Bylaw No. 198

53. This Bylaw may be cited as "Cemetery Bylaw No. 209, 2026"

INTRODUCED AND READ A FIRST TIME THIS 6th DAY OF October 2026

READ A SECOND TIME AND ADOPTED THIS 3rd DAY OF November 2026

Jamie Drozda, Chair of Trustees

I hereby certify under the Seal of "The Savona Improvement District" that this is a true copy of Bylaw No. 209 as adopted by the Trustees.

Yoriko Susanj, Corporate Officer

SAVONA IMPROVEMENT DISTRICT
dba Savona Cemetery
6657 Savona Access Road / PO Box 113
Savona, BC V0K 2J0

SCHEDULE "A"
INTERMENT RIGHT CONTRACT

This **PURCHASE AGREEMENT** is entered into between the Savona Improvement District and the undersigned **Purchaser** named herein.

DATE: _____

NAME OF PURCHASER:		
ADDRESS:		
PHONE:	**CELL:**	**EMAIL:**
RELATION TO DECEASED:		
NAMED OF DECEASED:		
LAST ADDRESS OF DECEASED:		
DATE OF DEATH:	**PLACE OF DEATH:**	**RESIDENT:**
DATE OF BIRTH:	**PLACE OF BIRTH:**	**AGE:**

INTERMENT PARTICULARS

____ **INTERMENT OF HUMAN REMAINS** **or** ____ **INTERMENT OF CREMATED REMAINS**

GRAVE SPACE: **SECTION** **PLOT**	
DATE AND DAY OF INTERMENT:	**PLOT RESERVATION: YES / NO**
____ **GRAVESIDE SERVICE:** All services shall be conducted at the graveside commencing at: _____ (time)	
____ **OFF-SITE SERVICE:** A service will precede interment at (location): _____ @ _____ (time) Estimated arrival at Cemetery for the interment is: _____(time)	

FEES:

PLOT:	**PERPETUAL CARE FUND:**
OPENING & CLOSING:	**EXHUMATION:**
LINER / VAULT:	**INSTALLATION OF MARKER:**
TRANSFER OF LICENSE:	**MEMORIAL WALL PLAQUE:**
AFTER HOURS BURIAL FEE:	**ADMINISTRATION FEE:**

SUBTOTAL: _____
GST (5%): _____
TOTAL: _____

PAYMENT TERMS: Payment in full is required at the time of entering into this agreement

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

_____
Signature of Purchaser / Authorized Person

_____
Print Name of Purchaser / Authorized Person

_____
Signature for the Savona Improvement District

_____
Print Name of Cemetery Representative

TERMS AND CONDITIONS

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

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

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

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

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

CANCELLATION & REFUNDS
TO CANCEL, you must provide a written notice of cancellation. The notice must be forwarded to the Savona Improvement District, 6657 Savona Access Road, PO Box 113, Savona, BC, V0K 2J0. The notice of cancellation by a method that will allow you to provide that you gave notice such as registered mail, electronic mail, facsimile or personal delivery.

- **INTERMENT RIGHTS FOR PLOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the space and LESS the current Administration Fee.

CEMETERY RULES AND REGULATIONS

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement and acknowledges and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with all the facilities of the cemetery are subject without exception to the Bylaws, Rules & Regulations and schedule of Rates for the cemetery in their entirety now and hereafter in effect.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations on the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Bylaws, Rules and Regulations of the cemetery.
- The Savona Improvement District reserves the right, without prior notice, to remove any memorial products, personal mementos, decoration or floral tributes which do not comply with the cemetery Bylaws, Rules and Regulations.

SAVONA IMPROVEMENT DISTRICT
dba Savona Cemetery
6657 Savona Access Road / PO Box 113
Savona, BC V0K 2J0

SCHEDULE "B"
CEMETERY FEE AND CHARGES

GRAVE SPACE	**RATE**
Traditional Grave Space - Resident (includes $87.50 to Care)	$350.00
Traditional Grave Space - Non-Resident (includes $375 to Care)	$1,500.00
Cremation Grave Space - Resident (includes $50 to Care)	$200.00
Cremation Grave Space - Non-Resident (includes $150 to Care)	$600.00
MEMORIAL WALL PLAQUE **	
Plaque - Resident (includes $125 to Care)	$625.00
Plaque - Non-Resident (include $175 to Care)	$875.00
** Includes price of bronze plaque, inscription, delivery and installation	
SERVICES	
Opening and Closing - Traditional Burial	$1,200.00
Opening and Closing - Cremation Burial	$300.00
Opening and Closing - Tradition Exhumation	$4,000.00
Opening and Closing - Cremation Exhumation	$1,200.00
Transfer of License	$50.00
AFTER HOURS BURIALS	
Burials after 3:30pm Monday - Friday - regular fee plus	$400.00
Burials on Saturday, Sunday or Statutory Holiday - regular fee plus	$400.00
MEMORIAL INSTALLATION	
Single (includes $20 to Care)	$50.00
Double (include $20 to Care)	$75.00
GOODS	
Tradition Grave Liner (required)	$600.00
Cremation Vault (required)	$100.00

Add 5% GST to total price