

Schedule “B”

Fairmont Evergreen Cemetery Operations and Regulations

DEFINITIONS

1. In these Cemetery Operations and Regulations:

“administrative authority” means the Business Practices and Consumer Protection Authority established under the *Business Practices and Consumer Protection Authority Act*;

“care fund” means a fund established for the upkeep and repair of the Cemetery and held and administered in accordance with the *Act*;

“caretaker” means the person duly authorized by the Society to perform interments and to care for and maintain the cemetery;

“cemetery” means a land that is set apart or used as a place of interment and includes the parcels referred to in the “lands” together with any incidental or ancillary buildings;

“child” shall mean a person up to the age of ten (10) years;

“co-mingled” means the intentional mixing of the Cremated Remains of more than one deceased person;

“control of disposition” means the person or agency as defined in Section 5 of the CIFSA who has the authority to control the disposition of the Human Remains or Cremated Remains;

“cremated remains” means a container to hold cremated remains which must be made of a durable material that does not deteriorate, such as metal or plastic;

“CIFSA” means the *Cremation, Interment and Funeral Services Act* (SBC 2004) Chapter 35 as may be amended or superseded from time to time and all regulations made thereunder;

“disinterment” means the removal of human remains, along with the casket or container or any of the remaining casket or container holding the human remains, from the grave in which the human remains had been interred;

“exhumation” means the exposure of interred human remains for viewing or for examination, whether in or removed from the grave in which the human remains had been interred;

“fees” means the schedule of fees as prescribed in Schedule “B”;

“funeral provider” means an individual licensed to arrange, conduct or direct funerals or the transfer or disposition of Human Remains, or to arrange burials;

“grave liner” means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot. A grave liner may, or may not, have a bottom and is placed during the burial process;

“human remains” means a dead human body in any stage of decomposition, but does not include cremated remains;

“infant” shall mean a person up to the age of one (1) year;

“interment” means the disposition by burial of human remains or human cremated remains in a lot;

“interment right holder” means a person who holds a Right of Interment;

“interment authorization” means a document completed at a time of need that may include statistical, executor/executrix and next of kin information that authorizes Interment of the deceased by the person with Control of Disposition;

“Lot” or means discrete (separate and individual) space used, or intended to be used in the Cemetery;

“medical health officer” means the person duly appointed from time to time as the Medical Health Officer for the East Kootenay Health region;

“memorial” mean a marker, headstone, tombstone, monument, plaque, tablet or plate on a grave or plot;

“ossuary” means a receptacle, usually located below ground, for the placement of non-recoverable, Co-mingled Cremated Remains;

“Plot” or means discrete (separate and individual) space used, or intended to be used in the Cemetery;

“Society” means the Fairmont Evergreen Cemetery Association, its officers and agents;

“winter” shall mean the dates of November 1st to March 31st, inclusive and winter fees are only applicable to pre-purchased lots, and are not applicable to winter graves prepared by the Society.

SERVICES

2. The Society shall have power to determine from time to time the size and layout of the Lots, the development and improvements to be carried out and made in and to the Cemetery, subject to compliance with the requirements of CIFSA.
3. The Society may, subject to payment of Fees, grant to any person a Right of Interment for a vacant, unreserved Lot. A Right of Interment does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.
4. The issuance of a Right of Interment does not entitle the holder to require the Society to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the holder complies in all respects with the provision of the Bylaw, including, without limitation, the payment of all Fees related to the Interment.
5. An Interment Right Holder shall either reserve the right to use that Lot for themselves or authorize another person to be interred in the Lot to which the Interment Right refers. An Interment Right Holder may only designate one Lot for their own use. The Directors reserve the right to refuse to sell more than two Interment Rights to any individual.
6. Should the Directors suspend or discontinue the sale of graves within the Fairmont Evergreen Cemetery, this provision does not affect an Interment Right Holder for a previous sold grave at this Cemetery.
7. A Right of Interment may be surrendered to the Society at the discretion of the Directors. A refund, equal to the purchase price less the Care Fund contribution, will be issued to the Interment Right Holder provided:
 - (a) there are no Interments in the designated Lot;
 - (b) the Interment Right Holder or his executor/executrix provides written notice to the Society for Intent to surrender the right;
 - (c) the original license or Right of Interment is surrendered;
 - (d) an Administration Fee is paid; and
 - (e) any Fees associated with the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
8. Upon approval of the Administrative Authority a Right of Interment may be reclaimed by the Society if:

- (a) the Interment Right Holder would be at least 90 years of age;
- (b) a minimum period of 50 years has elapsed from the date of purchase;
- (c) a minimum 90 days has passed since notice of intent to reclaim;
- (d) the Society has made diligent attempts to contact the Interment Right Holder

SIZE OF GRAVES

9. The size of graves are:

- (a) Adult Size 2.75m x 1.2m (9' x 4')
- (b) Child Size 2.1m x 1.1m (7' x 3.5')
- (c) Infant Size 1.5m x 0.95m (5' x 3')
- (d) Cremated Remains Size 0.7m x 0.7m (2.5' x 2.5')

INTERMENTS

- 10. An Interment shall be made within the Cemetery once the person with Control of Disposition has completed and duly signed an Interment Authorization and paid all applicable Fees.
- 11. Only Human Remains, or Cremated Remains of a human body, shall be interred and Memorialized in the Cemeteries.
- 12. Interments:
 - (a) shall only be performed within the Cemetery by the Caretaker;
 - (b) shall only be conducted in predefined Lots approved by the Administrative Authority and;
 - (c) shall be conducted with all reasonable care and attention
- 13. The Society and its Caretaker are not responsible for damage to any casket, urn or other container, sustained during an Interment or Disinterment, except where such damage is caused by gross negligence of the Society and its Caretaker.
- 14. Application for an Interment Authorization shall be made at least five days (120 hours) before the Interment of Human Remain and three days (72 hours) before the Interment of Cremated Remains is to take place. The Society may schedule the Interment in a

shorter time frame subject to full compliance with all other applicable provisions in this Cemetery Operations and Regulations.

15. The bodies of persons who have died having any infectious agent, as defined in the *Public Health Act S.B.C. 2008, C.28*, shall be interred within thirty-six (36) hours after death occurs and the Medical Health Officer shall furnish the Society with specific instructions respecting Interment and the safety of all persons who may come into contact with the casket or container bearing the Human Remains in each case. The Society shall ensure that the instructions of the Medical Health Officer are carried out in the preparation and placement of the Interment. When an Interment for a person with an infectious disease needs to occur outside regular working hours, authorization is required by the Caretaker and the Medical Health Officer's instructions must be carried out.

16. The following apply to all in-ground Interments:

(a) A Grave Liner is required for each in-ground burial Interment.

(b) All Cremated Remains must be placed in a cremation container approved by the Society.

(c) The Society may allow for the interment of up to three (3) Cremated Remains on any Adult Size Lot and up to two (2) on any Child Size Lot provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the CIFSA (unless there is a casket burial in the Lot – see (f). The layout of multiple shall only be as follows:

Adult Lot Size		Child Lot Size
1st		1st
2nd		2nd
3rd		

The order in which cremated remains shall be placed in each Lot, regardless of how many sets of cremains are intended to be in the Lot, shall be as above.

(d) The size of the cremation grave opening shall be 45.72cm x 45.72cm x 60.96cm deep (18" x 18" and 24" deep).

(e) No casket burial is permitted in an Adult Lot, Child Lot, or Infant Lot after Cremated Remains have been interred in that Lot. If a casket exists in an Adult Lot, three sets of Cremated Remains will be allowed in the Lot provided that the number of markers/monuments does not exceed three. Cremated Remains

placed on an Adult Lot are not Co-mingled. If a headstone is in place, this may affect the allotment of the additional space for memorials.

(f) Each interment, other than the interment of cremated remains, shall provide for not less than one metre (3.33 feet) of earth of earth between the general surface level of the ground at the grave site and the upper surface of the grave liner enclosing the casket.

(g) A maximum of one interment of Human Remains is permitted in each grave.

(h) Multiple interments of Cremated Remains are allowed in each grave providing an area having dimensions of 45.72cm x 45.72cm and 62.23cm deep (18" x 18" and 24 ½" deep) for individual cremated remains is preserved.

(i) Each Grave Liner used in a Cemetery must be approved by the Caretaker and shall consist of two side walls, two end walls and a cover sufficient to bridge the casket over its entire length. The specifications shall be as follows:

(i) The lightweight grave vaults shall be a complete unit, which covers the casket completely on the tops and sides. The only opening shall be the bottom of the cover (dome);

(ii) The maximum outside dimensions of the dome shall be 228.6 cm (90") in length, 86.36 cm (34") in width, and 83.82 cm (33") in height;

(iii) The minimum inside dimensions of the dome (measured at a height of 53.34 cm (21")) shall be 208.28 cm (82") in length and 68.58 cm (27") in width. The minimum height shall be 63.50 cm (25");

(iv) All vaults and domes must have a minimum of four elevated ribs vertically spanning the entire vault and intercepted by an elevated spine running horizontal across the top;

(v) All vaults must be designed and engineered to withstand loads in excess of 6,918.18 kg (15,000 lbs).

(j) Cremated Remains placed in an Ossuary are permanent, non-recoverable and Co-mingled. Placement of Cremated Remains in the Ossuary will only be performed by the Caretaker.

(k) Interments shall be performed within the following hours, or at other times approved by the Caretaker:

- (i) In-ground casket burial – 9:30 a.m. to 2:30 p.m., Monday to Friday.
- (ii) Interment of Cremated Remains – 9:00 a.m. to 3:30 p.m., Monday to Friday.
- (iii) Late arrivals shall be subject to fees under Schedule “B”.
- (iv) The Caretaker may schedule Saturday, Sunday, or Statutory Holiday Interments subject to the payment of additional Fees and availability of the Caretaker.
- (v) The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

EXHUMATIONS AND DISINTERMENTS

- 17. Pursuant to Part 6 of the CIFSA a Cemetery must not exhume or disinter Human Remains or Cremated Remains until:
 - (a) the Society receives a written request to do so from the person who has the Control of Disposition of the remains;
 - (b) the approval of the Exhumation by the Administrative Authority is received by the Society;
 - (c) the Society gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health; and
 - (d) payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Society.
- 18. The Society shall exercise all due care and attention in making an Exhumation or Disinterment but is not responsible for damage to any casket, Urn or other container sustained during Exhumation or Disinterment.
- 19. The Society’s responsibility with respect to Exhumation and Disinterment is limited to:
 - (a) excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains;

(b) removal of intact burial containers; and

(c) closure of the Lot.

20. In accordance with Section 19 of the CIFSA, a Funeral Provider employed at the expense of the Interment Right Holder or their successors is required for the handling of any Human Remains in the existing Lot or any transfer of the remains to the new Lot or location.

MEMORIALS

21. Memorials will only be installed, removed or modified in the Cemetery when:
- (a) an Interment Right Holder or authorized representative, or a person authorized by the Society, has made application to the Society;
 - (b) the applicable contribution is paid to the Care Fund as required in the CIFSA; and
 - (c) all outstanding fees relating to the Lot, Interment and Memorial Installation have been paid in full.
22. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Society. All Memorials shall conform to the approved plan of the Cemetery and its sections, and shall be constructed of natural material.
23. Installation of Memorials shall occur during regular business hours. Installations will be made as soon as possible after delivery of the Memorial to the Society and timelines may vary depending on weather conditions and ground conditions.
24. The Society shall not be held liable for, or be obliged to repair, any breakage or damage to any Memorial in the Cemetery, except as shall arise as the result of the negligence of the Caretaker.
25. 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 Society, all Memorials upon their Lot. Should any Memorial or Lot adornment erected in the Cemetery fall into a state of disrepair, then the Society will document the condition and have the Memorial or Lot adornment removed from the Cemetery, in each case at the expense of the Lot holder or their successors. Interment Right Holders may request that the Society make repairs. All costs associated with the repairs will be borne by the Interment Right Holder.

26. No grave shall be defined by a fence, hedge, railing or curb, and only Memorials made of natural material (all other forms shall be subject to approval by the Society) may be installed in the Cemetery.
27. A maximum of three (3) Memorials shall be allowed on an Adult Lot and a maximum of two (2) shall be allowed on a Child Lot.
28. Where multiple sets of cremated remains occupy the same grave space, the Memorials shall be placed as at the top of split Lot in the order that the Human Remains or Cremated Remains have been placed.
29. Markers must be installed by the monument company and or by special permission from the Caretaker of the Society.

CARE FUNDS

30. A Care Fund for the future care of the Cemetery and the Lots therein is hereby established, set aside, and maintained. All monies in the Care Fund will be held and invested as trust funds by the Society and in accordance with the requirements of CIFSA.
31. An account shall be established at a recognized savings institution, and will be known as the Fairmont Evergreen Cemetery Care Fund Account.
32. The Care Funds will be maintained with the Society's bank in an account to be designated as the "Care Fund". The Treasurer will be responsible for all deposits to such account and for ensuring that:
 - (a) the account at all times complies with the provision of the CIFSA;
 - (b) any investment of any monies in the Care Fund is permitted under the CIFSA and these regulations; and
 - (c) any interest earned on the investments of the Care Fund may be used for care and repair of the Cemetery in the year in which the interest and income is earned, or may be retained in the Care Fund to increase the principal sum.
33. The Treasurer may, on behalf of the Society, accept voluntary payments to the Care Fund from any person or organization.
34. The principal sum of the Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the CIFSA.

GENERAL PROVISIONS AND REGULATIONS

35. Every person, including those in funeral processions, when entering and while within the Cemetery, shall obey the instructions of the Caretaker. Any person not behaving with proper decorum within a Cemetery or who disturbs the peace, quiet and good order of a Cemetery may be evicted by the Caretaker.
36. No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys, under the command of the officer in charge, and only during the conduct of the burial service.
37. The Cemetery shall be open to the public at 8:00 a.m. every morning and closed to the public at 8:00 p.m. every evening, unless authorized by the Society.
38. The Cemetery roadway is for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Society. Vehicles shall not exceed fifteen (15) kilometers per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.
39. Only one (1) non-breakable flower container, approved by the Society, shall be allowed and set in each Lot, except those vases that are part of an approved Memorial.
40. Cut and artificial flowers, wreaths and floral tokens (tributes) may be placed on Lots in the Cemetery, but may be removed by the Caretaker and disposed of, when their condition is considered to be detrimental to the appearance or beauty of the Cemetery. No glass, pottery or china items are permitted. Plant material and grave adornments associated with seasonal events or celebrations will be removed 30 days after the event by the Caretaker.
41. No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb, rocks or decorative feature within the Cemetery.
42. No person, other than a representative of the Society, shall solicit orders for goods or services within the Cemetery.
43. No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in the Cemetery or injure or destroy any Cemetery improvements.
44. No person shall deposit any rubbish or offensive material within the Cemetery.
45. No person shall play any game or sport within a Cemetery.

PENALTY FOR INFRACTIONS

46. Every person who violates any of the provisions under the General Provision and Regulations, or who suffers or permits any act or thing to be done in contravention of these Regulations, or who neglects to fulfill, observe, carry out or perform a duty or obligation imposed by these Regulations, shall be liable on summary conviction to a fine and costs or to imprisonment, or to both fine and imprisonment.