

Roman Catholic Cemeteries of the Archdiocese of Vancouver

Cemetery Rules & Regulations

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General Information

OWNERSHIP

The Roman Catholic Archdiocese of Vancouver owns and operates two diocesan cemeteries. The individual facilities listed below shall be referred to in these *Rules and Regulations* as “a cemetery” and collectively as “cemeteries”.

Owner: Roman Catholic Archbishop of Vancouver

DBA: Catholic Cemeteries Archdiocese of Vancouver

Gardens of Gethsemani
15694 32 Avenue
Surrey, BC V3Z 9V1
(604) 531 2141
www.rccav.org

OFFICIAL ADOPTION & PROMULGATION

For the mutual protection and benefit of lot holders in THE GARDENS OF GETHSEMANI CEMETERY, The Roman Catholic Archbishop of Vancouver, hereby adopts the following Rules and Regulations. All lot holders and persons within the Cemetery, and all lots, shall be subject to said Rules and Regulations and such amendments or alterations thereof or additions thereto from time to time as shall be adopted by the Roman Catholic Cemeteries of Vancouver whom owned by The Roman Catholic Archbishop of Vancouver; and the reference to these Rules and Regulations in the document conveying the right of interment shall have the same force and effect as if set forth in full therein.

A copy of these RULES AND REGULATIONS, together with the SCHEDULE OF RATES, is available for the inspection of the public at the Cemetery Office during normal business hours.

MISSION STATEMENT

We bury the dead, comfort families, evangelize the living, educate, and support families to prepare for end of life and provide sacred space for prayer and worship.

Our Ministry

We are an extension of parishes in the Archdiocese of Vancouver; a place for prayer, reflection, hope and remembrance. As a part of a Church family and a community of believers, Catholic Cemeteries exist to care for the family to help them live on.

Our Vision

To be the provider of choice for Lower Mainland and Fraser Valley Catholics and to offer hope and healing, to foster a culture of honoring the dead and to help the living experience life without the fear of death.

Rules and Regulations

PREAMBLE

Ever since the Sacred Body of our Crucified Savior was reverently laid in the tomb, there to await the hour of its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ in an atmosphere of deep Christian faith and profound reverence. In the Requiem Mass and burial prayers, the Church gives voice to her belief in the Christian Doctrines of the Resurrection of the Body, the Communion of Saints and Life Everlasting; but as a further seal and symbol of that faith she sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

In the very earliest days, Mother Church found it necessary to make rules and regulations which would protect the sacred places and the relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonor on the dead.

To ensure the sacred character of the *Gardens of Gethsemani*, a cemetery owned by *The Roman Catholic Archbishop of Vancouver*, in accord with the mind and practice of the Church and to establish and maintain good order, the following rules and regulations are in effect.

WHY THE CEMETERY HAS RULES AND REGULATIONS

Our goal is to:

- Foster cooperation between the cemetery and those who visit here.
- Ensure the continuation of the general plan set forth for the cemetery grounds.
- Design rules that protect visitors and workers from harm.

The cemetery's management is committed that all our cemeteries are well maintained and image the Church's respect for the dignity of each individual human person.

Rules and Regulations play a most important part in the beautification and preservation of the sacred resting-place of the faithful departed. They are intended not as restraining, but rather as defining an orderly plan of operation, care, and permanent maintenance.

The cemetery makes every effort to enforce Rules and Regulations uniformly and with compassion. We acknowledge and regret instances that appear contrary to these efforts.

In compiling the regulations and in considering revisions, we try to strike a balance between the natural desire of family members to personalize their individual lots, memorials and the overriding obligation to maintain the appearance of the cemetery with a unique Catholic identity for many years to come.

It is always difficult to make Rules and Regulations that a wide and diverse group of persons will agree on. Our rules are the standard regulations of most cemeteries. **The goal of cemetery regulations is to make the cemetery grounds religious, uniform, lasting, clean with an atmosphere of simplicity and elegance.** These regulations also ensure that the cemetery grounds are a safe place for both visitors and workers. While we certainly appreciate and commend one's love of secular devotional of great personal symbolism; we sincerely trust all will understand the necessity of complying with the regulations.

Catholic Cemeteries image the care of the Church for her people, which does not cease when death occurs. Those who have gone before us into the Communion of Saints lie in the consecrated space of the Catholic Cemetery; they are family, friends, fellow parishioners, and co-laborers, all believers in Jesus Christ, Eternal Life and the Kingdom of God. Whether summer or winter, whether in rain, snow, or sunshine, those who work the grounds must keep these facilities in a condition that makes them both accessible and welcoming. Catholic cemeteries are to be places of remembrance and hope, prayer and comfort; they must be facilities that reflect the Church's theology about dignity of each human person, whether that person is alive or in the tomb awaiting the day of final judgment.

NEED FOR RULES & REGULATIONS

There are three distinct groups that must be considered in the exercise of the Corporal Work of Mercy known as the Burial of the Dead. **Those who are buried, entombed, or inurned in our cemeteries are the first group.** The *Rules and Regulations* are written for their protection. These individuals are entitled, even after they have died, to respectful burial, to the care and maintenance of their interment spaces, to a holy and beautiful environment of the Catholic cemetery, in recognition of our belief that cemeteries are “resting places” as we await as a community of faith for the final resurrection.

The second group consists of the survivors and visitors to Catholic Cemeteries. Among this group would be those who have purchased spaces for future use, those who have loved ones or friends buried in one or more of our cemeteries, those who utilize our cemeteries as places for prayer and meditation, or those who come to our cemeteries to render services either to families or cemetery management and operations.

The third group that must be considered includes the Catholic Church itself, its rituals, disciplines and procedures, cemetery management and all cemetery support staff who are charged not only with the application of the Church’s directives, but who also must interact with families requiring our services, or visitors and others who come to the cemeteries to render services either on behalf of families or cemetery management.

These Rules and Regulations are designed to chart a course of mutual co-operation and protection for all these groups and the individuals within them. They are intended to help sanctify the living memories of those buried within the cemeteries and to create an environment within the cemeteries that awakens faith and brings consolation. The enforcement of the rules will assist in protecting the cemeteries, creating, and preserving their beauty, and ensuring that the interests of all concerned parties are equally addressed.

Comments and suggestions are always welcomed. If you have any questions or concerns regarding this or other matters, feel free to contact the cemetery office.

1.0 IN THESE RULES and REGULATIONS

- 1.1 Except where context otherwise requires, definitions in the Cremation, Interment and Funeral Services Act of BC, in the Business Practices and Consumer Protection Act of BC, in the Trustees Act of BC, in these rules and regulations, or a definition in any other statute that may apply to the Cemetery Director and the Burial Park shall apply to these rules and regulations.
- 1.2 In these rules and regulations words imparting the singular include the plural and vice versa; and words imparting a male person include a female person and may include the Cemetery Director and the Burial Park.
- 1.3 The division of these rules and regulations into sections and paragraphs and the insertion of headings and any index are for convenience and reference only and do not affect the interpretation of the rules and regulations.

2.0 REPEAL OF PREVIOUS RULES & REGULATIONS/ENDORSEMENT OF NEW RULES & REGULATIONS

- 2.1 On the date hereafter written the Most Reverend Martin M. Johnson D.D. The Roman Catholic Archbishop of Vancouver, constituted by an agreement made between the Public Utilities Commission, City of Victoria on the 27th day of May, 1966 did enact and endorse for use the 'Consolidated Rules and regulations, Rules and Regulations ("the rules and regulations") of Gardens of Gethsemani Catholic Cemetery and Mausoleum ("the Burial Park")' for the governance, administration and purpose of conducting the business of the Burial Park as primarily located at 15800 32 Avenue, Surrey, British Columbia.
- 2.2 Endorsement of these rules and regulations on the date hereafter recorded shall constitute the repeal of any previously published, rules and regulations of the Burial Park and, subject to any contrary provision in the cemetery act or the consumer protection act of the province of B.C., these rules and regulations shall apply in their entirety to the conduct of business and the provision of cemetery and cremation services and goods at the Burial Park.

3.0 PURPOSE OF CEMETERY

3.1 PURPOSE

The Cemetery is intended for the interment of those who are entitled to Christian burial according to the laws and disciplines of the Roman Catholic Church. Any questions of the burial of a non-Catholic member of a lot holder's family, or of any person not entitled to Christian burial according to the rules and discipline of the Roman Catholic Church, shall be decided exclusively by the Cemetery Management and such decision shall be final.

The Burial Park is acquired, established and laid out for the purpose of making cremation, interment, memorialization and bereavement rites and ceremonies and incidental memorial goods available to all persons, irrespective of race, colour, or other categorization, and is established more specifically to provide;

- a) suitable ground or above ground space for the interment of human remains and cremated remains.
 - b) suitable facilities and appliances to accommodate the cremation of human remains.
 - c) such additional facilities, services and goods as may be approved from time to time by the Cemetery
 - d) Director and The Roman Catholic Archbishop of Vancouver that may arise from the provision of cremation, interment, memorialization or bereavement rites or ceremonies at the Burial Park.
- 3.2 The administration, operation and procedures of the Burial Park and the application and administration of these rules and regulations and the schedule of rates of the Burial Park shall be conducted in accordance with the cemetery act and the consumer protection act and any other applicable legislation and regulation of the province of British Columbia and Canada.
- 3.3 The Roman Catholic Archbishop of Vancouver or Cemetery Director shall have full and complete control and management over the land, buildings, plantings, roads, utilities, books and records of the Burial Park and shall have the authority to amend, establish, administer and enforce the rules and regulations and the schedule of rates of the Burial Park.
- 3.4 The Cemetery Director shall have the authority to establish such policies and practices as they deem required to permit the safe, effective, and efficient provision of the services and goods of the Burial Park.
- 3.5 The Cemetery Director shall have the authority to establish a sales program or enter into a sales agency agreement, a cremation or interment services agreement or other agreements with an individual, business or other organization of their choosing and under such terms and conditions as they may deem appropriate for the conduct of business at the Burial Park.

4.0 GENERAL OPERATIONS

- 4.1 The Cemetery Director of the Burial Park shall be responsible for:
- a) the administration and enforcement of these Rules and regulations in their entirety.
 - b) the supervision, control and charge of the Burial Park and the services and goods provided therein.
 - c) the direction of all permanent and seasonal employees and those other persons employed from time to time to perform work within the limits of the Burial Park.
 - d) keeping such records, maps, and plans, relating to the Burial Park, as may be required by The Archbishop of Vancouver or the cemetery act or the consumer protection act.
 - e) refusing admission or expelling from the Burial Park any individual or persons if such action is warranted.

- f) refusing the admission of and ordering the removal of an unauthorized product, material, tree, shrub, plant, or floral tribute brought into or placed at a lot in contravention of these rules and regulations.
- 4.2 No gratuity shall be accepted by an employee for any service rendered or good provided in connection with the Burial Park.
- 4.3 All work within the Burial Park shall be performed by the employees of the Roman Catholic Cemeteries of the Archdiocese of Vancouver except where authorized in writing by the Cemetery Director. An individual or contractor other than an employee of the Roman Catholic Cemetery Archdiocese who performs work in the Burial Park, including an individual or contractor that perform work on behalf of a right of interment holder, shall supply to the manager proof of workers compensation and liability insurance coverage prior to commencement of work within the limits of the Burial Park.
- 4.4 The behavior of a contract worker including a contractor performing work on behalf of a right of interment holder within the Burial Park shall be subject to the control of the Cemetery Director.
- 4.5 A contract worker shall immediately cease work in the vicinity of a funeral service until the conclusion of the funeral service and those persons attending the funeral service have left the area where the funeral service was being conducted.
- 4.6 No work may be performed at the Burial Park except during the regular business hours of the Burial Park.
- 4.7 The Cemetery Director shall have the authority, at any time and without notice, to survey, re-survey, enlarge, diminish, plot, re-plot, change or remove plantings, grade, alter in shape or size, or to otherwise change all or any part of the Burial Park subject to compliance with the cemetery act.
- 4.8 The Cemetery Director shall have the right of passage in any manner it sees fit over every lot to ensure that Burial Park operations can be performed in a safe, efficient, and timely manner.
- 4.9 Except as may specifically be provided for elsewhere in these rules and regulations, no lot or other part of the Burial Park may be decorated or adorned in any manner by any person other than the Cemetery Director or an employee of the Cemetery Director without the express consent of the manager, with the exercise of such consent to be within the manager's sole discretion.
- 4.10 No tree, shrub, flower or other plant may be planted on a lot or anywhere else within the limits of the Burial Park without the express consent of the Cemetery Director, with the exercise of such consent to be within the Cemetery Director's sole discretion.
- 4.11 Any article, that is deemed detrimental to efficient operation or maintenance; constitutes a hazard to machinery, employees or visitors; is unsightly or does not conform with the approved plan of the Burial Park; is inconsistent with the dignity of adjacent lots, the Burial Park or general community standards, may be removed without prior notice as ordered by the Cemetery Director, with the exercise of such authority to be within the Cemetery Director's sole discretion.

FURTHER, an article so removed may, at the discretion of the manager, be held at the Burial Park for collection for a period of not more than fifteen (15) business days after which the manager shall have

the authority to order without prior notice an unclaimed article be disposed of in an environmentally sensitive manner.

4.12 The business days and hours of operation of the Burial Park shall, for the following purposes be;

- a) **VISITING:** Every day of the year from 8:30 a.m. to dusk on the same day and the Cemetery Director shall post the time of closing as it is seasonally determined at the main entrance to the Burial Park.
- b) **OFFICE:** Monday through Saturday from 8:30 a.m. to 4:30 p.m. The office shall be closed on statutory holidays and holidays observed under The Roman Catholic Church between the Roman Catholic Archbishop and its ministry workforce.
- c) **INTERMENT SERVICES:** Shall occur Monday through Friday between 9:00 a.m. to 3:30 p.m. An interment service that arrives at the Burial Park after 3:30 p.m. on a regular day of business shall be subject to an overtime fee calculated by the manager based on every fifteen minutes worked by Burial Park staff after 4:30 p.m.
- d) redundant to "c" **OVERTIME SERVICES:** Interment and cremation services may, subject to the availability of personnel, be scheduled at the Burial Park on a Saturday between the hours of 9:30 a.m. and 2:30 p.m. and such services shall be subject to an overtime fee charged in addition to the regular applicable service fee where said fees are to set out in the schedule of rates of the Burial Park.
- e) **CLOSURE:** Except for interment site visiting or where ordered by the court, the office shall be closed, and no services shall be conducted on any Sunday, statutory holiday or holiday observed under the Roman Catholic Archdiocese of Vancouver.

4.13 The manager or an authorized grounds operation supervisor shall have the authority to suspend or cancel funeral services at, and limit or prohibit public access to part or all of the Burial Park where severe weather, road or grounds conditions or other extraordinary circumstance may warrant or may pose a hazard to the public, Burial Park personnel or the safe movement and operation of vehicles or equipment.

4.14 Floral tributes shall be placed in accordance with the following schedule.

- a) These regulations are in effect to maintain the Cemetery and Mausoleum buildings neat and presentable. At all times. the Cemetery Management reserves the right to remove anything which in its opinion is unsightly. dangerous or impedes the progress of cemetery "care".
- b) On the day of interment and for a period of seven (7) days following the interment, any type of floral tribute is permitted.
- c) From April 1 to October 31st, only fresh cut flowers may be placed on a lot. Potted plants, wreaths and artificial flowers are prohibited during this period.
- d) From November 1 to March 31st next following, in addition to fresh flowers, potted plants, artificial flowers, wreaths and seasonal tributes may be placed on a lot; Management reserves the right without responsibility for their care or disposal.
- e) Fresh cut flowers shall be placed only in containers approved or supplied by the cemetery.

- f) Cemetery managers and foremen shall have the right, without prior notice, to order removed any floral tribute that has deteriorated, withered, is otherwise unsightly or that may contravene these rules and regulations.
 - g) Potted plants are permitted on graves for the week preceding and following Easter, Mothers' Day, and Fathers' Day; after the respective periods, these will be removed to a central place and held if they remain alive.
 - h) The use of glass vases, jars, earthenware, coffee cans, or other such containers, is strictly prohibited.
 - i) No flowers, trees, bushes, shrubs, etc., may be planted on graves. Other than memorials and flowers as provided in these rules and regulations nothing else may be erected, constructed, or placed on any lot.
 - j) Flowers, memorialization, embellishments, etc., for crypts and niches are also subject to the specific provisions in these rules and regulations applicable to the section 11.0 Mausoleums.
- 4.15 Cemetery Management is not responsible for deterioration, damage or loss of flowers, decorations or any other article attached to or placed on a lot or at a memorial site. Such articles that may be broken or deteriorated may be removed, without prior notice, at the discretion of the manager.
- 4.16 No open flame, candle, or burning of any other material may take place inside Burial Park buildings without prior authorization obtained from the manager.
- 4.17 The dedication and donation of a memorial planting, memorial bench or any other form of custom memorial feature may be approved by the Cemetery Director subject to the following criteria.
- a) an application, in a form prescribed by the Cemetery Director, shall be made to the manager giving the proposed specifications, design and materials and must be approved in writing by the manager before any delivery or installation work can proceed.
 - b) site selection shall conform to the plan of the Burial Park as determined by the Cemetery Director.
 - c) installation, when not performed by the Cemetery Director, shall be under the supervision of the manager or an employee designated by the manager and the cost of installation shall be borne by the donor or a right of interment holder or their successors;
 - d) the placement of any dedicated item does not entitle a donor, a right of interment holder or their heir or successors to any privileges to the land upon which the memorial may be situated.
- 4.18 The right is reserved to regulate the method of decorations of lots so that uniform beauty may be maintained. The use of flower boxes, shells, toys metal designs, ornaments, vases, glass or crockery jars and containers, wood or metal cases, potted plants, etc. shall not be permitted on any lot and such articles shall be removed by the Management. All flower vases must be installed with the approval and under the direction of the Management.
- 4.19 The Management shall not be liable for vases, floral pieces, baskets, or flowers in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery.

- 4.20 The Management reserves the right to prevent the removal of any flower vases or floral designs. If floral frames are not called for within five days by those lawfully entitled to them the Management may remove and dispose of them in any manner it sees fit.
- 4.21 No person shall:
- a) scatter, dispose of, or inter any cremated remains or bury any human remains within the limits of the Burial Park except in compliance with these rules and regulations and the cemetery act.
 - b) willfully or negligently destroy, mutilate, deface, damage, injure or remove anything from the Burial Park, including and without limitation, any memorial, plant, flower, tree, rock or other item located within the limits of the Burial Park.
 - c) carry out any activity within the Burial Park other than the attendance at a funeral service or the visitation of a lot for the purpose of paying respect to the dead.
 - d) drive a vehicle in the Burial Park other than on a designated roadway for vehicles and in compliance with posted speed regulations or other directives.
 - e) conduct them self in a manner to disturb the peace, quiet and good order of the Burial Park or a funeral service being conducted therein.
 - f) discharge any firearm in the Burial Park other than at a military funeral for which a firearm salute has been authorized by the manager and which is conducted under the command of an officer in charge and only during a funeral service.
 - g) bring into or dump any rubbish, debris or other offensive item or matter in the Burial Park or make an unauthorized removal of any Burial Park rubbish.
 - h) bring into the Burial Park a pet or animal that is not on a leash and under the control of an adult handler and where the handler in charge of the pet or animal shall clean up and remove any excrement left by the pet or animal;
 - i) allow a child or children to play within the limits of the Burial Park and no person under the age of sixteen (16) years that is not accompanied by a parent, guardian or an adult supervisor shall be permitted within the limits of the Burial Park;
 - j) play any manner of sports game or sport activity within the limits of the Burial Park.
 - k) otherwise violate any provision of these rules and regulations or the Cemetery Act.
- 4.22 In the instance where behaviour by an individual contravenes article 4.16, the manager, as the case may warrant, may take such steps to immediately remove the individual from the Burial Park.
- 4.23 The Cemetery Director shall have the authority, at its cost and in a timely manner, to correct an error that may be made by it in making an interment, disinterment or in the description of a lot or the transfer or conveyance of a right of interment and grant in lieu thereof, a right of interment or a lot of equal value and location so far as is reasonably possible.
- 4.24 FURTHER, in the instance of an error that may involve the interment or disinterment of human remains the Cemetery Director shall correct the error in compliance with and under such terms as may be set out in the cemetery act.
- 4.25 The Right to re-plot are hereby expressly reserved to the Cemetery Directors to be exercised at

any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the disposal or interment of, human dead bodies or other cemetery purposes.

- i. To resurvey, enlarge, diminish, replat, alter, in shape or size, or otherwise to change all or any part or portion of the Cemetery.
 - ii. To lay out, establish, close, eliminate, or otherwise modify or change, the location of roads, walks, or drives, allowing ingress and egress to and from any lot.
- 4.26 The following rights and privileges are hereby expressly reserved to the Cemetery Director to be exercised at any time or from time to time: easements and rights of way over and through all of said burial park premises for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other cemetery purpose.

5.0 SCHEDULE OF RATES

- 5.1 The fee for the purchase of a right of interment, a memorial lot, an interment, disinterment, or other permitted use of a lot, cremation, the purchase or installation of a memorial, a care fund contribution and the fee for any other service or good offered for sale by the Cemetery Director at the Burial Park shall be those set out in the schedule of rates of the Burial Park.
- 5.2 The Cemetery Director shall have the authority to, at any time, establish, amend, waive or delete a fee or fees set out in the schedule of rates of the Burial Park.
- 5.3 The Cemetery Director shall have the authority to establish, amend, negotiate, reduce or waive a fee or fees set out in the schedule of rates where Burial Park services and goods are being provided under the auspices of and being paid by a government institution or a recognized non-governmental organization charged with the provision of cremation, interment and funeral services to Canadian and Commonwealth in service military personnel or veterans, greater Vancouver emergency services personnel and the poor or economically disadvantaged.
- 5.4 A fee set out in the schedule of rates shall be paid in full at the Burial Park office at the time of purchase of any Burial Park service or good and as may be required in relation to the provision of a service or good at the Burial Park.
- 5.5 The Cemetery Director, subject to the jurisdiction of The Roman Catholic Archbishop of Vancouver, may accept a donation intended for the general benefit of the Burial Park or an extraordinary contribution to the Care Fund of the Burial Park from a person having an interest in a Burial Park lot or from a person or an organization having an interest in the Burial Park.
- 5.6 The principal sum and accumulation of care fund contributions and the annual earnings of the care fund of the Burial Park shall be administered in accordance with the cemetery act.
- 5.7 Funds collected as part of a preneed service plan delivery of services and goods at the Burial Park shall be administered in accordance with the cemetery act and the consumer protection act.

6.0 RIGHTS OF INTERMENT

- 6.1 A right of interment is granted solely to confer the right to use a lot within the limits of the Burial Park subject to compliance with the rules and regulations of the Burial Park as they may now or in the future be in effect.
- 6.2 A right of interment does not confer any title to or ownership of the land of the Burial Park or of a lot or any other special privilege over any land of the Burial Park to a rights holder.
- 6.3 Possession of a right of interment does not entitle a rights holder to require the Cemetery Management to perform an interment of human remains or cremated remains into a lot until the rights holder complies in all respects with these rules and regulations as they relate to the interment of human remains or cremated remains or the placement of a memorial, including and without limitation the payment of all fees related to the exercise of an interment right.
- 6.4 The Cemetery Management shall issue to an individual paying the fee set out in the schedule of rates for a right of interment a "Certificate of Easement", in a form prescribed by the Cemetery Director, which sets out the rights and control of lot use attributed to the purchaser for a lot identified on the certificate.
- 6.5 The holder of a right of interment shall have the authority to designate who, other than them self, may be authorized to control the exercise of a right of interment registered in their name.
- 6.6 The exercise of right of interment, every interment or every other form of disposition of human remains or of cremated remains or installation of a memorial within the limits of the Burial Park is subject to;
- a) all provisions of the rules and regulations of the Burial Park as they may now or in the future be in effect.
 - b) the terms, conditions, design, lot plan, memorial parameters, rules and regulations as duly established and filed under provisions of the cemetery act for the Burial Park generally and as may be established for a specific interment or memorial area in the Burial Park;
 - c) payment in full of any fee set out in the schedule of rates for the services and goods requested, as may now or in the future be in effect, and where payment shall be made in advance of a right of interment, service or good being provided.
- 6.7 The cemetery director or management shall advise a rights holder to make provision upon a rights holder's death for the transfer, whether in a will or other legal form of transmission, of their possession and control of a right of interment or a multiple right of interment for a lot registered in their name to their legal representative, heir or successor or those individuals who may be entitled to the residue of a rights holder's estate.
- 6.8 In the instance evidence of a clear line of authority or succession for a right of interment that survives an original rights holder cannot be provided by their legal representative, heir or successor then the manager shall have the authority to determine, in a policy, process and form prescribed by the Cemetery Director, who may exercise and under what terms and conditions surviving rights of

interment may be exercised up to and including prohibition of the use of surviving interment rights where clear and distinct rights of succession cannot be reasonably determined.

6.9 Generally, and except where it may be otherwise set out in these rules and regulations, a right of interment shall confer the following permitted uses for a:

- a) **Standard Adult In-Ground Lot:** This form of lot is limited to the interment of the human remains of one (1) individual and the multiple interment of the cremated remains of not more than three (3) individuals where a rights holder or their successor can demonstrate to the manager's satisfaction that the cremated remains proposed for a multiple interment are those of an immediate family member, heir or successor of the individual whose human remains are interred in the lot.
- b) FURTHER, in the instance this form of lot is not used for the interment of human remains the lot may be used for the interment of the cremated remains of not more than four (4) individuals where a rights holder or their successor can demonstrate to the manager's satisfaction that the cremated remains proposed for interment in the lot are those of an immediate family member, heir or successor of rights holder;
- c) **Double Tiered In-Ground Lot:** This form of lot is limited to the interment of the human remains of two (2) individuals in a double tiered lawn crypt in ground.
- d) **Single Standard Crypt:** This form of lot is limited to the interment of the human remains of one (1) individual.
- e) **Companion Standard Crypt:** This form of lot is limited to the interment of the human remains of two (2) individuals where, without exception, the first interment shall be made into the furthest back or the lowest level space within the companion crypt;
- f) **Fraction Cremation Lot or Niche:** This form of lot, normally a fractional portion of the land occupied by a standard adult in-ground lot, is limited, as may be designated by the manager on a case by case basis as space permits, to the interment of the cremated remains of not more than two (2) individuals;
- g) **Single Cremation Lot:** this form of lot is limited to the interment of the cremated remains of one (1) individual.
- h) **Companion or Double Cremation Lot:** this form of lot is limited to the interment of the cremated remains of not more than two (2) individuals.
- i) **Family Cremation Lot:** this form of lot is limited to the interment of the cremated remains of not more than four (4) individuals.
- j) **Single Standard Cremation Niche:** This form of lot is limited to the interment of the human remains of one (1) individual.

- k) **Double Standard Cremation Niche:** this form of lot is limited to the interment of the cremated remains of not more than two (2) individuals.
- 6.10 Subject to the authority of the cemetery director to establish such terms and conditions as they deem necessary, a right of interment and other services and goods offered for purchase at the Burial Park may be sold in advance of a death as part of a preneed services plan.
- 6.11 A preneed services plan offered for sale the Burial Park shall be administered in accordance with the cemetery act and the consumer protection act and any other applicable legislation and regulation of the province of British Columbia and Canada.
- 6.12 In the case of lots purchased by instalment payments, Management will issue the Easement of Certificate of the specified lots chosen shall be made only on completion of payment in full of the sales agreement.
- 6.13 At the time of the preneed purchase of a lot, the Cemetery may also give the purchaser the opportunity to purchase goods and services at the current rate and the Cemetery guarantees to provide these goods and services when required without additional charge. Monies destined for goods and/or service will be retained in a separate trust fund until such time as the goods and/or services are provided by the Cemetery.
- HOWEVER, in consideration of said guarantee, the Cemetery reserves the right to provide and preinstall at its convenience and discretion goods covered by the agreement and to reimburse itself immediately therefor.
- 6.14 No easement or right of interment is granted to any lot holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery and its buildings as long as the Cemetery Director devotes such road, drive or walk to that purpose.

7.0 LOSS OR DAMAGE

- 7.1 The Cemetery Director disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by an act of God', the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond control of the Management whether the damage be direct or collateral.
- 7.2 In the event it becomes necessary to reconstruct or repair any section or lot, including graves or crypt, or any portion or portions in the Cemetery, which has been damaged by such causes, the Management shall give a 10-day written notice of the necessity for such repair to the lot holder of record. The notice shall be given by depositing the same in the Mail addressed to the lot holder of record at his or her address stated on the books of the Management.

- 7.3 The Management may direct that the repairs be made the Management disclaims responsibility of loss or damage to memorials it is the responsibility of the lot holder to repair the damage within a reasonable time If the lot holder fails to repair the damage management will attempt to repair within reason and try to claim charge the expense against the lot and to the lot holder of record.
- 7.4 It shall be the duty of the lot holder to notify the Management of any change in of address. Notice sent to a lot holder at the last address in the Management's records shall be considered sufficient and proper legal notification.

8.0 TRANSFERS & REFUNDS

- 8.1 The Cemetery Director may permit a rights holder to surrender a right of interment back to the Cemetery or transfer a right of interment to another individual provided there has been no interment of human remains or cremated remains in the lot where a right of interment may exist.
- 8.2 Transfer of a right of interment is subject to these rules and regulations and payment of a fee or fees as set out by the Cemetery Director in the schedule of rates of the Burial Park.
- 8.3 Only an individual that is registered in the records of the Burial Park as legally holding a right of interment, their legal representative, heir or successor shall have the authority to surrender back to the Cemetery Director or transfer to another individual a right of interment registered in their name.
- 8.4 Where a rights holder proposes to surrender a right of interment registered in their name to the Cemetery Director or transfer a right of interment registered in their name to another individual or seek a refund for a preneed services plan, the rights or plan holder shall first provide in writing, at their expense, to the manager and in a form prescribed by the Cemetery Director, a document setting out;
- a) such proof as may be requested, up to and including sworn affidavits, to establish their identity and sole and legal right and authority to make a transfer and request and receive a refund.
 - b) the full, legal name of the individual they propose to transfer a right of interment to.
 - c) any consideration that may be being paid to them as part of the transfer process, and.
 - d) such other information as the manager may reasonably request.

FURTHER, the provision of such information shall not bind the Cemetery Director to accept or permit a transfer of an interment right or make a refund and the Cemetery Director shall not be bound to accept the transfer of an interment right for which they were not provided notice under article 8.4 of these rules and regulations.

- 8.5 Where the manager determines that an individual surrendering or transferring a right of interment is legally authorized to do so and upon payment in full of any fee payable for such a surrender or transfer the manager shall effect the transfer, in a timely manner, by making an endorsement upon the interment rights certificate and shall also record the transfer in the books and other records kept by the Cemetery Director at the Burial Park for this purpose.

- 8.6 A right of interment surrendered back to the Cemetery Director shall be refunded as follows:
- a) where the surrender occurs within thirty (30) days of purchase, one hundred percent (100%) of the fees paid for the right of interment shall be refunded.
 - b) where the surrender occurs after thirty (30) or more days from the date of purchase, a right of interment may be refunded at a value up to not more than one hundred percent (100%) of the original price paid LESS the care fund contribution portion of the fees collected at the time of purchase.
- 8.7 Where the manager determines that an individual requesting a refund of a preneed services plan is legally authorized to do so the manager shall effect, in a timely manner, the refund in accordance with the cemetery act and the consumer protection act and these rules and regulations and any refund made may only be made payable to and in the name of:
- a) the original purchaser, or
 - b) where the original purchaser is deceased, to 'the estate of' the original purchaser.
- 8.8 Where the request for a refund of a preneed services plan is made in compliance with article 8.4 of these rules and regulations the refund shall be made as follows here:
- a) within thirty (30) days of purchase, one hundred percent (100%) of fees paid shall be refunded.
 - b) after thirty (30) or more days from the original date of purchase, an amount equal to one hundred percent (100%) of the price paid at the original date of purchase LESS, as permitted under the cemetery act and consumer protection act, a selling cost of twenty percent (20%) deducted at the time of purchase and LESS any cost expensed for the provision, fabrication or storage of goods under the purchase agreement and PLUS interest at an interest rate or rates prescribed under provisions of the consumer protection act.
- 8.9 Where an individual may purchase, through a private resale process, a Burial Park right of interment from a person other than a rights holder of record and where there is no record of a transfer of the right of interment having being made at the Burial Park then the possession of an interment rights certificate shall not entitle the certificate holder, and the Cemetery Director shall be under no obligation or be compelled to permit the exercise of a right of interment until such proof, in a form prescribed by the manager, of right of interment entitlement is provided to the manager by the bearer, at their expense, for the right of interment right in dispute.

FURTHER, where satisfactory proof of legal transfer and entitlement to a right of interment cannot be provided to the manager, the manager shall have the authority to refuse to permit the exercise of a disputed right of interment.

9.0 INTERMENT

- 9.1 Only human remains, or human cremated remains may be interred within the limits of the Burial Park.

- 9.2 The interment of human remains or human cremated remains at the Burial Park shall be conducted in a manner that is consistent with the dignity of adjacent lots, the Burial Park and general community standards.
- 9.3 No interment, disinterment, or other form of disposition of human remains or cremated remains at the Burial Park shall be permitted until:
- a) the legal representative of a deceased individual completes and signs, at the Burial Park office, an interment authorization form, in a form prescribed by the board.
 - b) it is ascertained that the deceased individual holds a right of interment at the Burial Park or a rights holder at the Burial Park provides authorization for a deceased individual's human remains or cremated remains to be interred in a lot for which they hold a right of interment;
 - c) all outstanding indebtedness to the cemetery director relating to a right of interment to be exercised, the interment fee and any other service provided, or product supplied by the cemetery director to facilitate the interment, has been paid in full at the Burial Park office;
 - d) a burial permit has been surrendered to the Burial Park office, or.
 - e) where a death has occurred in a jurisdiction other than the province of B.C., a disposition document, deemed acceptable by the manager for interment, has been surrendered to the Burial Park office, or;
 - f) for cremated remains, a certificate of cremation has been surrendered to the Burial Park office.
- 9.4 Reasonable notice of interment is required. Normally notice shall be forty-eight (48) hours prior to a scheduled interment time, of which twenty-four (24) hours shall be regular office hours of the Burial Park. Where the interment practices of an ethnic tradition require that interment take place within a shorter period of time than may be accommodated by the normal notice period the manager may waive the notice requirement and authorize an interment subject to compliance with all other applicable provisions of the rules and regulations relating to an interment.
- 9.5 Every interment shall be conducted under the direct supervision of a cemetery employee and shall arrive at the Burial Park between the hours of the day and on the days of the week as set out in article 4.10(c) of these rules and regulations.
- 9.6 A request for an Interment outside of the hours and days prescribed in article 4.10(c) of these rules and regulations may be permitted to occur subject to all other provisions of the rules and regulations and further subject to.
- a) availability of cemetery employees and resources.
 - b) payment of any overtime fees specified in the schedule of rates.
 - c) consent of the manager.
 - d) time parameters established at the discretion of the manager.
 - e) an order made by the Court or a Medical Health Officer for the protection of public health and safety where consent and interment may not be withheld.

- 9.7 No interment or other funeral service shall be permitted on a Sunday, a holiday or a day regarded as a holiday under The Roman Catholic Archdiocese of Vancouver made between the cemetery director except where directed by the Court or a Medical Health Officer for the protection of public health and safety.
- 9.8 Human remains proposed for interment into an in-ground lot shall be enclosed in a burial container that complies with these rules and regulations and the cemetery act.
- 9.9 Human remains proposed for interment into a mausoleum crypt shall be enclosed in a burial container that complies with these rules and regulations, the cemetery act and further:
- a) shall be embalmed, or
 - b) if not embalmed, enclosed in a hermetically sealed burial container that is approved by the manager.
- 9.10 Cremated remains proposed for interment into an in-ground lot or outdoor niche shall be enclosed in an urn of a design, size and material approved by the manager.
- 9.11 Cremated remains proposed for interment in a columbarium with a glass fronted niche shall be enclosed in an urn constructed of a permanent, durable material that conforms to the uniform plan of the columbarium and is approved by the manager. No cardboard, plastic or wood urn shall be permitted in a glass fronted niche.
- 9.12 An interment rights holder, their legal representative, heir, successors, or their agent or funeral service provider shall be deemed to retain custody of human remains or cremated remains for interment until the remains are delivered to the cemetery director's representative at an interment lot. Prior to accepting custody of remains at a lot the cemetery shall not be liable for any delay in a funeral service and after accepting custody, shall not be liable for any delay in an interment arising from circumstances outside of the cemetery's director or its employee's control.
- 9.13 It is the responsibility of an interment rights holder, their legal representative, heir, successors, or their agent or funeral service provider to provide such means and persons to transfer and deliver human remains to an interment lot.
- 9.14 An individual, or a group of people, may be allowed to witness the interment process subject to the following criteria.
- a) a request to witness an interment is signed on the burial authorization as part of the normal notice for and authorization of an interment.
 - b) for safety purposes the manager may limit the number of people allowed to be present for an interment.
 - c) witnesses to an interment may be required to sign a waiver from cemetery liability for any emotional, psychological, or physical trauma arising from witnessing an interment; (really?)
 - d) all proceedings at an interment shall be under the direction of an employee of the Cemetery Director and any witness present shall be obligated to follow an instruction given by an employee of the cemetery directing an interment.

- e) the witness interment may be subject to a fee set out in the schedule of rates and said fee must be paid in full to the board prior to the interment service.
- 9.15 Where an interment is directed by a Medical Health Officer written instructions with respect to all procedures to be followed on the interment to protect the health and safety of all persons who may come into contact with the burial container bearing the human remains shall be provided to the manager by the Medical Health Officer in advance of the interment. The manager shall convey the instructions of the Medical Health Officer to every cemetery employee participating in the interment and the manager shall take such steps as to ensure the instructions are carried out throughout the course of the interment.
- 9.16 No lot shall be excavated in the Burial Park by any person other than an employee of the cemetery or an authorized agent of the cemetery. Only artificial grass, lowering devices, tents and other equipment furnished or approved by the board shall be used for an interment in the Burial Park.
- 9.17 Every interment of human remains in a standard adult in-ground lot over 120 cm (4 ft) in length shall be made into a grave liner or burial vault approved by the manager. Every grave liner or burial vault shall be of a size to permit interment within the dimensions of the lot being used.
- 9.18 To comply with the established design of the cemetery every interment of cremated remains shall be made into a grave liner, where the lid of the liner shall form, as an integral part of its construction, the memorial marker for the lot, supplied and installed by the cemetery and at the expense of the interment rights holder, their legal representative, heir or successor.
- 9.19 Grave liner or burial vault may only be supplied by the cemetery then only cemetery employees may install the grave liner or burial vault into the lot being used or the manager may require the supplier to install the grave liner or burial vault they are supplying under the supervision of a cemetery employee. The supply and installation of a grave liner or burial vault by an individual or business other than the cemetery is prohibited.
- 9.20 The board shall exercise due care and attention in making an interment but shall not be responsible for any injury to human remains or damage to any burial container or urn sustained as part of the procedures performed to complete an interment except where such injury or damage may be caused by the gross negligence of the cemetery director or its employees.
- 9.21 At the time of an in-ground interment into a standard adult interment lot or in-ground cremation lot see item Floral tributes shall be placed in accordance with the following schedule.
- a) On the day of interment and for a period of seven (7) days following the interment, any type of floral tribute is permitted as stated in by-law 4.1
 - b) see by-law 4.12 for remainder of the year floral tribute schedules
- 9.22 Only an authorized Roman Catholic Priest, Deacon assigned by the Cemetery Director or The Roman Catholic Church; or approved Christian Pastor may officiate at services in the Cemetery.
- 9.23 The only services permitted within the Cemetery boundaries shall be Catholic or approved Christian

Denomination, and such as be approved by the Cemetery Director and The Roman Catholic Archbishop of Vancouver.

9.24 A Eulogy is permitted in accordance with The Order of Christian Funerals approved by J. Michael Miller, CSB, Archbishop of Vancouver, December 13, 2016

- a) The Order of Christian Funerals states that "a brief homily based on the readings is always given after the Gospel reading ... but there is never to be a eulogy. The homily relates Christian death to the paschal mystery of our Lord's death and resurrection. Attentive to the grief of those present, the homily properly includes an expression of praise and gratitude to God for the gift of a Christian life and such virtues or strengths apparent in the deceased's life" (n. 27).
- b) If family members wish to remember their loved one during the Funeral Rites, they must ask and obtain permission from the officiating priest or deacon at the time of the planning for the funeral.
- c) It is important to distinguish between a eulogy, which takes place before or after the Liturgy, from remarks about the deceased, which take place in a non-liturgical setting, such as at a reception following the Vigil or Funeral Mass.
- d) If there is to be a eulogy, the following order of preference regarding its placement is to be observed:
 - I. at the conclusion of the Vigil Service
 - II. before the beginning of the Funeral Mass
 - III. following the Prayers of Committal at the cemetery.
- e) The officiating priest, who needs to care for both the integrity of the Liturgy and the reputation of the deceased, should make every effort to ensure that the eulogist is of upright character. He should feel free to see and edit the text beforehand.
- f) The eulogy itself should be brief and should concentrate on the life of the loved one, highlighting his or her virtues and faith journey, without "canonizing" the deceased.

9.25 Funerals shall not be admitted to the Cemetery when they are escorted or accompanied by regalia or banners of societies, organizations or lodges which are banned by Ecclesiastical Law. Fraternal or lodge services not otherwise forbidden by Church Law, may be permitted by the Management, provided specific permission is obtained a reasonable time in advance.

9.26 The Cemetery Director or its employees shall not be responsible for any order given by telephone or any mistake occurring from the want of proper instructions as to the size of the casket or as to the grave or crypt location where interment is to be made. The cemetery director reserves the right to make an equitable charge whenever additional labor costs result from such mistakes.

9.27 The Management shall be in no way liable for any delay in the interment of a body where a protest to the Date. 13 May 2020

interment has been made, or where the rules and regulations have not been complied with, or where said rules and regulations shall forbid such interment; and further, said Cemetery Director or employees reserves the right, under such circumstances to place the body in a receiving vault until full rights have been determined. Any protest may be required to be in writing and filed in the Cemetery Office.

10.0 DISINTERMENT and EXHUMATION

- 10.1 In these rules and regulations the word disinterment may mean exhumation and vice versa as context and specific situational circumstance may demand.
- 10.2 Every exhumation and disinterment of human remains, or cremated remains shall be conducted in a manner that is consistent with the dignity of adjacent lots, the Burial Park and general community standards and compliance with the cemetery act.
- 10.3 No disinterment shall be allowed until.
- a) the person having authority pursuant to Section 5 of the Cemetery Act of B.C. to authorize the disinterment of a deceased person's human remains has completed and duly signed at the Burial Park Office a disinterment authorization and / or delivered any other document, in a form prescribed by the Cemetery Director, to facilitate the disinterment;
 - b) in the instance where the person who is the legal representative of the deceased to be disinterred is not the rights holder for a lot from which a disinterment may be made then written authorization of a rights holder to open a lot held in their name for a disinterment shall be provided, in a form prescribed by the cemetery director, to the manager;
 - c) all outstanding indebtedness to the cemetery director relating to a right of interment, the exercise of the disinterment right from the lot, and any other service provided, or product supplied by the cemetery director to facilitate a disinterment, has been paid in full at the cemetery office;
 - d) a disinterment and/or transport permit, as circumstance may require, under the cemetery act has been delivered to the manager.
- 10.4 In the instance where a rights holder makes a request for the discretionary disinterment of human remains or cremated remains from a lot under their control then the rights holder making the request shall first provide in writing to the manager at the Burial Park, at their expense and in a form prescribed by the cemetery director, a document setting out;
- a) such proof as the manager may request, up to and including sworn affidavits, to establish the identity and the legal right and authority of the person to make such a request;
 - b) such other information as the manager may reasonably request as to the purpose and reason for the disinterment.

FURTHER, the provision of such information shall not bind the Cemetery Director to permit a discretionary disinterment and the Cemetery Director shall have the authority to require a person making a request for a discretionary disinterment to acquire, at their expense, a Court order that compels the Cemetery Director to make the disinterment as requested.

- 10.5 Except where Cemetery director by the Court or a Medical Health Officer, no person other than employees of the Burial Park and a duly contracted funeral director shall be permitted to be present at the disinterment of human remains or cremated remains from a lot in the Burial Park.
- 10.6 In the instance where a discretionary disinterment of human remains may be approved by the manager and all fees payable to the Cemetery Director for the disinterment have been paid in full the cemetery director's responsibility in this instance shall be limited to opening the existing lot to permit access to the remains interred in the lot.

FURTHER, the physical removal of the exposed human remains and their transfer into a container that fully encloses the disinterred human remains shall be performed by a funeral director authorized by and employed at the expense of the person requesting the disinterment. No employee of the board shall be compelled or required to handle or participate in the removal of exposed human remains from a lot opened for a disinterment.

- 10.7 The Cemetery Director shall exercise all due care and attention in making an exhumation or disinterment but shall not be responsible for any injury to human remains or damage to any burial container, urn, grave liner or burial vault sustained as part of the procedures and processes required to complete the disinterment except where such injury or damage may be caused by the gross negligence of the cemetery director or its employees.
- 10.8 Other than the recovery of the human remains or cremated remains readily apparent and present in a lot opened for a disinterment the cemetery director shall make no representation or warranty as to what other material, personal effect or other extraneous item may possibly be recovered from a disinterment.

FURTHER, authorization of a disinterment shall grant the Burial Park the sole and discretionary authority to dispose of, in a safe, environmentally sensitive and dignified manner, all extraneous materials recovered from a lot as part of a disinterment, including remnants of a burial container, urn, grave liner or burial vault at the time of the original interment.

- 10.9 Where disinterred human remains are to be transported outside of the limits of the Burial Park the requesting person shall, prior to the disinterment being performed, acquire and provide to the manager a disinterment and/or transport permit as may be required under the cemetery act.
- 10.10 Disinterment of human remains or cremated remains from a lot will require the used lot to be sanitized and otherwise restored to a usable condition, the cost associated with this lot restoration shall be the responsibility of the cemetery. The used lot is prohibited for refund or transfer to another individual and the used lot shall be returned to the cemetery.
- 10.11 A disinterment shall, without exception, be performed at a day and time of the Burial Park's choosing.
- 10.12 The re-interment of disinterred human remains or cremated remains in another lot within the Burial Park shall comply in every way applicable with section 9.0 of these rules and regulations.

11.0 EVANGELIST CHAPEL

The Evangelist Chapel at the Gardens of Gethsemani (the Chapel) is a sacred place of worship and prayer. The Holy Eucharist, i.e., the Body of Christ, is always present in the Chapel. Therefore, visitors, users or renters must give their highest respect and reverence to this Holy place due to the presence of Christ.

Whenever you see the red candle lit, the Holy Eucharist is present. Under no circumstances should the candle be extinguished or moved. We welcome our Christian brothers of different denominations and bury baptised Christians as part of our mission.

- 11.1 The rules and regulations of the Burial Park in their entirety and as they follow here shall apply to the use of and provision of services at the Evangelist Chapel.
- 11.2 Every service conducted in or use of the Evangelist Chapel shall be consistent with the dignity of the chapel, the Burial Park and general community standards.
- 11.3 Every service conducted in or use of the Evangelist Chapel shall be conducted and concluded within the regular business hours of the Burial Park.
- 11.4 Booking of the Evangelist Chapel on a Saturday shall be permitted and may be subject to an overtime charge set out in the schedule of rates and such time restrictions as may be established by the manager at the time of booking.
- 11.5 Advance notice is required for the use of the Evangelist Chapel where such notice shall be at least 24 hours of which 8 hours shall be regular business hours of the Burial Park.
- 11.6 The time allotted for Evangelist Chapel service shall be defined into one of the following categories;
 - a) **COMMITAL SERVICE:** A brief ceremony that proceeds human remains in a casket or cremation container that precedes the disposition of interment. The time allotted for this type of service is a maximum of 20 minutes, or;
 - b) **FUNERAL/MEMORIAL SERVICE:** A ceremony where the human remains in a burial container or cremated remains in an urn are present at a service that precedes the disposition — burial, cremation of the remains. The time allotted for this type of service is a maximum of 2 hours, or;
 - c) **CELEBRATION OF LIFE:** A ceremony where no remains are present and held at a time after a burial, cremation or disposition of cremated remains has occurred. The time allotted for this type of service is a maximum of 2 hours.
- 11.7 Reasonable access to the Evangelist Chapel in advance of a service shall be provided by the Burial Park and the time allotted for a service shall not include the advance access time.
- 11.8 In consideration of subsequently scheduled services the Evangelist Chapel shall be vacated at the expiration of the time allotted.

- 11.9 In the absence of a funeral director, an individual, family or organization using the Evangelist Chapel shall designate one (1) person to be in charge of the service and to communicate with Burial Park personnel, and the Burial Park shall be informed of the designated person in advance of the service.
- 11.10 Memorial flowers, tributes and other personal mementos may be displayed in the Evangelist Chapel. Such items displayed shall be removed from the chapel following the service. Where specific instructions are not provided to the Burial Park for handling or disposition of displayed items left behind after a service then the manager shall have the authority, without prior notice, to dispose of such items in manner deemed appropriate.
- 11.11 All proceedings occurring in and around the Evangelist Chapel shall be under the direction of a Burial Park employee and persons attending an Evangelist Chapel service or function shall be required to comply with instruction given by Burial Park personnel.
- 11.12 Use of the Evangelist Chapel may be subject to a fee where such fee shall set out in the schedule of rates of the Burial Park and a fee owing shall be paid in full at the Burial Park office prior to Evangelist Chapel use.
- 11.13 A person, family or organization booking use of the Evangelist Chapel shall be apprised of and acknowledge being informed of the following statements.
- a) the Evangelist Chapel has a limited seating capacity and is best suited to a small, private, 'family only service where it is known that not more than 225 people may attend.
 - b) the Evangelist Chapel has two public restroom facilities and persons using the chapel shall be required to use restrooms locate access outside in the Evangelist building
 - c) the Evangelist Chapel has no family room for reception facilities families or organization responsible for the booking a reception away from the Burial Park.
 - d) the service of food or beverages or alcoholic beverages in the Burial Park or Evangelist chapel is prohibited.
- 11.14 The Evangelist Chapel is strictly used for funeral and prayer services. No social gathering and receptions are permitted
- 11.15 The following audio visual are available for use following these guidelines:
- a) Two microphones, one at the altar and one at the lectern, and the electronic keyboard are available for use. Any use of the PA system for playing music must be arranged with the Cemetery office prior to the service.
 - b) Renters are to be responsible for the cost of repairs if there are damages to the equipment or the premises caused by them.
 - c) We do not provide a projector or screen and the use of audio-visual equipment must be authorized by the Cemetery office.
- 11.16 All items placed at the altar and the sanctuary area cannot be removed without the prior consent of the Cemetery office.

- 11.17 All children should not be left unattended and must always be supervised by an adult(s) .
- 11.18 Candles by the altar that have been lighted for the service must be extinguished at the end.
- 11.19 The Chapel must be ready for the next user, so please leave the Chapel as you found it. Chairs and furniture are to be put back to their original place. Remove all items that you bring to the Chapel such as pamphlets, pictures, tissue papers, song sheets and flowers etc.
- 11.20 The Sacristy is reserved only for the clergy and the altar server(s). No unauthorized person can enter it.
- 11.21 The use of books or sacred vessels at the Sacristy must be authorized by the Cemetery office.
- 11.22 If a parking attendant is on duty at the parking lot outside of the Chapel, please follow their instructions. The safety for visitors and efficient flow of traffic are their paramount concerns.

12.0 MAUSOLEUM

- 12.1 The rules and regulations of the Burial Park in their entirety and as they follow here shall apply to the provision of a right of interment, interment, memorialization, visitation and all other activities related to the Mausoleum's at the Garden of Gethsemani.
- 12.2 The interment of human remains into a mausoleum crypt or cremated remains into a mausoleum niche or crypt shall be consistent with the dignity of the mausoleum, the Burial Park and general community standards.
- 12.3 For a mausoleum crypt:
 - a) a single crypt is limited to the interment of the human remains of one (1) individual.
 - b) a companion crypt is limited to the interment of the human remains of two (2) individuals where, without exception, the first interment shall be made into the furthest back or the lowest level space within the companion crypt, and
 - c) in addition to the permitted interment of human remains in a crypt, the cremated remains of not more than two (2) individuals may also be interred in a crypt where such interment shall occur prior to or simultaneous with an interment of human remains into a crypt.
 - d) a crypt at the Holy Angels Mausoleum is prohibited to add cremated remains to a single crypt with one (1) human remain or companion crypt with two (2) human remains. As such includes prior or simultaneous cremated remains with the interment of human remains into a crypt.
 - e) a companion crypt at the Holy Angel's Mausoleum is limited to the interment of the humans remains of one (1) individual where, without exception, one (1) cremated remains of one (1) individual may also be interred in a companion crypt where such interment shall occur prior to or simultaneous with the interment of human remains into a crypt.

12.4 For a mausoleum columbarium niche:

- a) a standard niche 12 x 12 is limited to the interment of the cremated remains of not more than one (1) individual;
- b) a companion niche 24 x 12 is limited to the interment of the cremated remains of not more than two (2) individuals, and;
- c) a family niche is limited to the interment of the cremated remains of not more than four (4) individuals.

12.5 Human remains to be interred in a mausoleum crypt shall:

- a) be embalmed and fully enclosed in a burial container, or;
- b) in the instance where human remains are not embalmed, then the human remains shall be in a hermetically sealed burial container approved by the manager, and;
- c) for 12.5(a) or 12.5(b), further, every burial container for interment in a mausoleum crypt shall be secure, dry, constructed so that it does not leak or otherwise cause a hazard to any person's health, has a rigid base and is of sufficient strength, structural integrity and of a size to permit safe transport, handling and interment into a crypt.

12.6 Cremated remains to be interred in a mausoleum niche or columbarium shall:

- a) for interment into a crypt, be enclosed in an urn that is secure, dry, rigid, durable and constructed of a permanent material and of a design approved by the manager, or;
- b) for interment into a glass fronted niche. be enclosed in an urn that is secure, dry, rigid, durable and constructed of permanent material and of a design approved by the manager.
- c) FURTHER, an urn that is constructed solely of cardboard, cloth, plastic, wood or other material prone to dehydration or deterioration are prohibited from interment into a glass fronted mausoleum niche.

12.7 Personal mementoes and other items may be approved for placement into a glass fronted niche. The manager shall have the authority to make judgment as to the suitability of what may or may not be approved to be placed or displayed in a glass fronted niche. Any item proposed for placement or display in a glass fronted niche shall be consistent with the dignity of the mausoleum, adjacent niches and the columbarium, the Burial Park and general community standards.

12.8 Where personal mementoes and other items are placed into a glass fronted niche the items are placed there at the sole risk of a rights holder and the board shall make no warranty for their security and bear no liability for any theft or loss of items so placed.

12.9 Where personal mementoes and other items are placed into a glass fronted niche the items will not be removed in futures for retrieval.

12.10 No mausoleum crypt or niche shall be opened for a secondary interment without the written authorization of a rights holder of the crypt or niche to be opened.

- 12.11 An individual, or a group of people, may be allowed to witness the crypt interment process subject to the following criteria:
- a) a request to witness a crypt interment is delivered to the cemetery director as part of the normal notice for and authorization of a crypt interment.
 - b) for safety purposes the manager may limit the number of people allowed to be present for a crypt interment.
 - c) witnesses to a crypt interment may be required to sign a waiver from board liability for any emotional, psychological, or physical trauma arising from witnessing a crypt interment.
 - d) all proceedings at a crypt interment shall be under the direction of an employee of the cemetery director and any witness present shall be obligated to follow an instruction given by an employee of the cemetery director directing a crypt interment.
 - e) the witness crypt interment may be subject to a fee set out in the schedule of rates and said fee must be paid in full to the board prior to the crypt interment service.
- 12.12 The cemetery director shall exercise all due care and attention in making an interment into a crypt or an urn interment into a niche but shall not be responsible for any injury to human remains, cremated remains or damage to any burial container or urn sustained as part of the procedures and processes required to complete an interment except where such injury or damage may be caused by the gross negligence of the cemetery director or its employees.
- 12.13 The memorialization of human remains or cremated remains interred into a mausoleum crypt or a mausoleum niche shall be limited by the terms and conditions set out as follows here or as may be elsewhere written in the rules and regulations of the Burial Park.
- 12.14 A crypt bronze lettering or engraving, memorial plaque, flower vase, perpetual vigil light, cameo photograph and photograph case shall comply with the specifications of design, colour, size, material, supplier and location as established for the uniform plan of the mausoleum and for the purpose of maintaining the integrity of the uniform plan of the mausoleum and shall be supplied and installed by the cemetery at the a rights holder's and shall comply with the following criteria:
- a) a standard name inscription shall be limited to the deceased person's given names, surname, the year of birth and the year of death.
 - b) not more than one (1) cameo photographs in photograph cases may be attached to a crypt shutter; photographs are prohibited on single niche shutters at the Holy Angels Mausolea Buildings
 - c) not more than one (1) perpetual vigil light may be attached to an interior crypt shutter and no perpetual vigil light is permitted on an exterior crypt shutter at Cloister Mausolea
 - d) not more than one (1) flower vase may be attached to a crypt shutter or niche or glass front niche: flower vases are prohibited on single niche shutters at the Holy Angels Mausolea Buildings
 - e) not more than two (2) emblems may be attached to a crypt shutter at Cloister Mausoleum and Resurrection Mausoleum; emblems are prohibited at Holy Angel's Mausoleum.

12.15 Except for the memorial items set out in article 12.13 or as may be elsewhere written in these rules and regulations, no other accessory, decoration or item of any kind may be attached to a crypt shutter or a mausoleum niche. no form of picture, stickers, cards will be adhered, fastened, taped to a crypt front or niche front. Removal and cleaning repair will be the expense of the lot holder.

Where an unauthorized memorial plaque, vase, emblem or other item may have been placed on a crypt shutter or a mausoleum niche in contravention of these rules and regulations the manager shall have the authority to remove, without prior notice, the offending item.

12.16 Floral tributes may be placed at a mausoleum lot subject to the following criteria:

- a) at the time of interment floral tributes of any type may be placed, under the direction of Burial Park personnel, in proximity to a lot where an interment occurs.
- b) where many floral tributes are received at an interment service the Burial Park shall have the authority to limit the number of floral tributes that are placed in proximity to a lot. Floral tributes more than those allowed inside the mausoleum shall be placed outside and near the main entrance or outside of a mausoleum.
- c) floral tributes placed at the time of an interment may remain in place for a period not longer than seventy-two (72) hours. After that time, the tributes shall, at the discretion of the manager, be removed, without prior notice, and disposed of in an environmentally sensitive manner. The manager shall have the authority to remove, without prior notice, floral tributes before the expired time limit if they deteriorate, wither, or otherwise become unsightly.
- d) only artificial flowers shall be permitted at all other times for an interior or exterior crypt or niche.
- e) placement of a floral tribute shall be limited to the size of the approved vase that may be permanently affixed to a crypt or niche. No floral tribute shall infringe on adjacent crypts or niches.
- f) fresh cut flowers, artificial floral tributes or plants of any kind shall not be placed on the interior floors or exterior sidewalks of a mausoleum.

12.17 No food, drink, candles, or open flame of any kind shall be allowed in the mausoleum at any time.

12.18 Generally, the mausoleum shall be open for visitation every day of the year from 8:30 a.m. to dusk and the board shall post at the mausoleum the actual closing time as it may change on a seasonal basis.

12.19 The manager shall have the authority to establish and from time-to-time change the visitation hours of the mausoleum or close the mausoleum for repairs, maintenance, or other purposes.

13.0 PREGNANCY AND INFANT LOSS: JESUS & THE CHILDREN and RACHEL'S GARDEN SECTIONS

13.1 The rules and regulations of the Burial Park in their entirety and as they follow here shall apply to the placement of a memorial, the use, visitation and provision of services in the Jesus and the Children and Rachel's Garden of the Burial Park.

- 13.2 The Jesus and the Children and Rachel's Garden is dedicated to the remembrance and memorialization of pregnancy and infant loss.
- 13.3 Jesus and the Children and Rachel's Garden shall be made available to all persons. No bereaved parent, family or person may be denied an opportunity to place memorial at the Jesus and the Children memorial wall because of personal financial difficulty or inability to afford a memorial.
- 13.4 The rules and regulations for burial of pregnancy and infant loss as follows for Jesus and the Children and Rachel's Garden.
- Under 24 weeks**
Free common grave & services. Memorialization on the butterfly wall available.
- 25 weeks to Full Term**
Free common grave & services. Memorialization on the butterfly wall available.
If a private plot is preferred, a subsidized price is charged. Family covers cost of grave liner and memorial.
- Birth to 12 Months**
Free burial plot and no charges for grave preparation and closing services.
Family covers cost of grave liner and memorial.
- 12 to 36 Months**
Low cost burial plot and modest charges for grave preparation and closing services, grave liner and memorialization.
- 13.5 Only the memorial is authorized for installation in the Jesus and the Children and Rachel's Garden and any unauthorized memorial item shall, at the discretion of the Burial Park and without notice, be subject to immediate removal and disposition by the Burial Park in a manner of its choosing.
- 13.6 No memorial or memorial inscription or memorial design that is inconsistent with the dignity of the Burial Park, the Jesus and the Children or community standards shall be approved for installation by the Burial Park and the Burial Park shall have the final authority to determine the appropriateness of a memorial or a memorial inscription.
- 13.7 Common grave burial services are conducted without the family being present. Family may perform committal services in the Evangelist Chapel or at the Jesus and the Children Statue and or Butterfly Wall. No memorial shall be placed on common grave or the disclosure of the lot location to the family.
- 13.8 The board shall have the authority to, at any time and without prior notice, add other features, enlarge, re-plot, change or remove plantings, prune, grade, alter in shape or size, or otherwise change the Little Spirits Garden site subject only to the commitment that any area to be so amended is free of pre-existing, permanently placed memorials and in compliance with the cemetery act.

14.0 MAINTENANCE and CARE

- 14.1 In consideration of payments for "Endowment Care" and to the extent funds are available for this purpose, the Cemetery undertakes to care for and maintain lots in reasonable condition.
- 14.2 "Care" is to be understood as that care and maintenance of lots necessitated by natural growth and ordinary wear and includes cleaning and maintenance of roadways and walks.

- 14.3 The term "Care" shall in no case mean the maintenance, repair or replacement of any memorial placed or erected upon any lot; nor the planting of flowers or ornamental plants; nor the doing of any special or unusual work in the Cemetery, including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any marker, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the Cemetery, injured or damaged by any cause, direct or indirect, beyond the Management's reasonable control.
- 14.4 Special Care shall include only such specific services set forth in Special Care agreements with the lot holder, provided such services are not inconsistent with the purpose for which the Cemetery was established or is being maintained.

15.0 MEMORIALS

The following memorial rules and regulations are the basic review of common rules within cemeteries. FURTHER extension of the memorial rules and regulations regarding size, bases, foundation, lines of sentiment are appendix in the Monument, Memorials, Private Mausoleum Rules and Regulations.

- 15.1 In order to provide the highest standards of maintenance, the Cemetery is of the "park type". Memorials or markers which extend above the surface must be flush mounted other than in designated areas for upright memorials.
- 15.2 For crypts and niches, memorialization shall be in the form approved by the Cemetery Management for the sections, as otherwise provided in this bylaw section 11.0 Mausoleums.
- 15.3 Except as otherwise specifically provided in this bylaw for Mausoleum crypts and niches, and all cremation burial areas, the lot holder is free in selecting the supplier of his memorial; memorial dealers shall abide by all the bylaw and rules and regulations of the burial park.
- 15.4 The Management always reserves the right to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of memorials, inscriptions, or markers to be placed in the Cemetery.
- 15.5 Detailed regulations and instructions respecting the above, as may from time to time be issued by the Cemetery Management, are hereby made a part of these rules and regulations.
- 15.6 The inscription and design of all memorials and markers must perpetuate Catholic ideals.
- 15.7 All memorials, inscriptions or markers are subject to the approval of the Management. A detailed plan and design of all memorials, markers, must be submitted to the Management for approval prior to placing an order with an outside supplier, in order to avoid any possible rejection of a memorial which, in the judgement of the Management, does not meet the provisions of a Catholic Cemetery.
- 15.8 All memorial supplied by an outside supplier are subject to an off-premises fee. No marker or memorial privilege will be allowed until graves, lots or vaults and all other charges are fully paid

- 15.9 Bronze memorials which are not “low profile” shall be rejected by the Management.
- 15.10 Except as otherwise provided in these rules and regulations, Memorials for adult size graves may be of granite or bronze memorial. If of bronze. the memorial must conform to the minimum specifications for one of the bronze alloys permitted by the government cemetery regulatory authority.
- 15.11 The size of memorials permitted shall be determined by the provisions of the applicable dormitories or sections.
- 15.12 Only one memorial is permitted on anygrave.
- 15.13 Companion Memorials unless both persons are de ceased, shall be permitted only in bronze.
- 15.14 No attachments may be made to any of the memorials except those provided in the original bronze castings for name and date scrolls or date plates only.
- 15.15 For cremation lots in the Border of the Garden of Devotion, the purchase of a bronze memorial shall be required to replace the clay tile no later than when an interment has taken place.
- 15.16 The Cemetery stands behind memorials purchased through its services; the Cemetery accepts no responsibility for the quality, workmanship, durability of memorials purchased elsewhere.
- 15.17 A memorial, when paid and even though installed on a grave is the property of the purchaser, purchasers are encouraged to list memorials for theft protection on their Homeowners Insurance Policy.
- 15.18 Except as otherwise by the Cemetery Director the rules and regulations, all memorial works the placement or removal of any memorial shall be on the written order of the lot holder
- 15.19 All work connected with the placement or removal of any memorial, shall be performed only by Cemetery employees.
- 15.20 The Management reserves the right to fix charges formemorial foundations, placements or removals, and the right to demand that said charges be paid in advance and before the work is done.
- 15.21 The location and position in which a memorial is to be placed on a lot shall be entirely as directed by the Management.
- 15.22 While the Management will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, it disclaims responsibility for any damage or injury thereto.
- 15.23 The Management reserves, and shall have, the right to correct any error that may be made by its employees in the location or placing of a memorial in the Cemetery.
- 15.24 Should any memorial become unsightly, dilapidated, or a menace to the safety of persons within the Cemetery, the Management shall have the right either to correct the condition or to remove the same, in either case at the expense of the lot holder.

15.25 Soliciting memorial sales or memorial work by outside agents within the Cemetery is prohibited.

IN GENERAL

The statement of any employee of the Management shall not be binding upon the Management except as such statement coincides with the document conveying the right of interment and these rules and regulations.

These rules and regulations shall apply as applicable to any garden lot, mausoleum, or columbarium now in existence or which may hereafter be erected in the Cemetery.

The Management reserves the right, without notice, to make temporary exceptions, suspensions or modification in any of these rules or regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be considered as affecting the general application of such rule.

In all matters not specifically covered by these rules and regulations the Management reserves the right to do anything which in its judgment is deemed reasonable in the premises, and such determination shall be binding upon the lot holder and all parties concerned.

The Management reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these rules and regulations or any part thereof or to adopt any new rule or regulation with respect to said Cemetery or anything pertaining thereto.

Definitions

“advisory board” means, generally or specifically, the volunteer Advisory Board of Cemetery or the chairman of the board The Roman Catholic Archbishop of Vancouver or the Cemetery Director of the Gardens of Gethsemani;

“ashes” means a combination of the residue of human bone fragments and the residue of a cremation container enclosing human remains left after human remains are cremated, and; this term may be used in these rules and regulations interchangeably with the term ‘cremated remains’;

“burial” means one form of interment, the interment of human remains or cremated remains in a lot.

“burial container” means a container to enclose human remains for interment that:

- a) has a rigid base and is of enough strength to contain and move human remains.
- b) is capable of being closed so that the public is not able to see the human remains.
- c) is constructed so that it does not leak or otherwise cause a hazard to any person’s health, but,
- d) does not include a grave liner, a burial vault, or an urn.

“Burial Park” means all lots, memorial features, property, structures, buildings and improvements belonging to and under the control of the The Roman Catholic Archbishop of Vancouver in the name of Gardens of Gethsemani Cemetery and Mausoleums.

“burial permit” means a legal document in the province of B.C. acknowledging the registration of a death with the Vital Statistics Agency of B.C. as required for a cremation or burial in the province of B.C.;

“burial vault” means an outer receptacle with a lid into which a burial container or an urn is placed that may or may not seal and is intended to protect a burial container or an urn and to restrict or limit the entrance of gravesite elements into the space occupied by a burial container or an urn;

“rules and regulations” means the written consolidated rules and regulations of Gardens of Gethsemani Cemetery and Mausoleums as may currently exist or as may be amended or superseded from time to time by new rules and regulations made by the cemetery management and The Roman Catholic Archbishop of Vancouver;

“care fund” means a fund established, held and administered by the The Roman Catholic Archbishop of Vancouver in accordance with applicable law for the care and maintenance of the Burial Park in perpetuity.

“cemetery act” means the Cremation, Interment and Funeral Services Act of the Province of B.C. as may currently exist or as may be amended or superseded from time to time by new legislation and all regulations made there under.

“cemetery director” means an individual The Roman Catholic Archdiocese of Vancouver empowered to administer and enforce all rules and regulations made there under the cemetery act and the consumer protection act of B.C.;

“certificate of easement” means a document, in form prescribed by the cemetery director, that describes the right of interment purchased or held by an individual for a lot in the Burial Park.

“cremation lot” means one kind of a lot, a space in the Burial Park designed, used, or intended to be used for the interment of cremated remains.

“crematorium” means the building or the part of the building at the Burial Park that is fitted with approved appliances for the purpose of cremating human remains and includes everything incidental or ancillary to it;

“crypt” means one kind of a lot, a space in a mausoleum designed, used or intended to be used for the entombment of human remains.

“director” means an individual In British Columbia empowered to administer and enforce the cemetery act and the consumer protection act and all regulations made there under.

“disinterment” means the removal, for the purpose of permanent relocation or cremation, of human remains and the container, or any of the remaining container, holding the human remains from the lot in which the human remains are interred.

“entombment” means one form of interment of human remains in a crypt.

“exhumation” means the exposure and removal of interred human remains for the purpose of viewing or examination.

“funeral director” means an individual licensed in B.C that is qualified to:

- 1 arrange, conduct, or direct bereavement rites and ceremonies.
- 2 arrange for the interment or cremation of human remains.
- 3 care for or prepare human remains prior to disposition.
- 4 arrange, direct or supervise the transfer of human remains.

“funeral provider” means a person who carries on the business of providing funeral services;

“funeral service” means a bereavement rite or ceremony held at the Burial Park related to the interment or cremation of human remains or the interment or scattering of cremated remains;

“grave” means one kind of a lot, an area of ground used or intended to be used for the burial of human remains or cremated remains;

“grave liner” means a one piece or sectional receptacle with a lid, constructed of cement or other durable material, that may or may not have a bottom, into which a burial container holding human remains or an urn holding cremated remains is placed as part of an interment;

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

“interment” means disposition by:

- 1 burial of human remains or cremated remains.

- 2 entombment of human remains, or,
- 3 inurnment of cremated remains.

“interment authorization form” means a document, in a form prescribed by the cemetery director, that signed by an individual having the legal authority to authorize the interment of human remains or cremated remains.

“interment fee” means the fee prescribed by the Cemetery Director for an interment of human remain cremated remains at the Burial Park.

“interment right certificate” means a document, in form prescribed by the cemetery director, that describes the right of interment purchased or held by an individual for a lot in the Burial Park.

“interment right holder” means an individual who owns a right of interment for a registered in the records of the cemetery and, in the instance where an interment has to place in the lot, may include an individual who legally acquires ownership or control secondary, third or fourth interment right in the lot by reason of legal succession or permitted transfer;

“inurnment” means one form of interment, the burial of cremated remains in an in-ground or a columbarium niche;

“legal representative” means an individual who by the order of priority set out in Section the cemetery act has the right to control the disposition of the human remains or crema remains.

“lot” means a space in the Burial Park used or intended to be used for:

- 1 the interment of human remains or cremated remains under a right of interment.
- 2 the installation of a memorial to identify a lot or memorialize a deceased person stillborn child, and; includes but is not limited to a grave, crypt, niche or plot.

“manager” means an individual appointed by the Cemetery Director with the authority to:

- 1 manage the operation of the Burial Park;
- 2 administer and enforce the rules and regulations of the Burial Park;
- 3 delegates, with or without conditions, any of the manager’s powers, functions or duties, including the interpretation and enforcement of the rules and regulations of the Burial Park, to a person or a class of persons;

“management” shall mean the Roman Catholic Archbishop of Vancouver, and the person or persons duly appointed by the Roman Catholic Archbishop of Vancouver for the purpose of conducting and administering the cemetery known as The Gardens of Gethsemani Cemetery

“mausoleum” means a structure or building that contains crypts designed for the entombment of human remains and may also contain niches for the interment of cremated remains;

“memorial” means a product used or intended to be used to identify a lot or to memorialize a deceased person, including but not limited to:

- a) a flat marker, pillow marker, upright monument, tombstone, plaque or other marker on a lot or;

- b) an inscription or ornamentation on a crypt or niche front, or,
- b) other product as may be approved for memorialization at the Burial Park.

“memorial dealer” means a person who or business that offers for sale or sells memorials to the public.

“memorialization” means the process related to the selection, installation, or placement of a memorial in remembrance of an individual at a lot or a memorial space and may include the purchase of a memorial.

“niche” means one kind of a lot, a space, usually within a columbarium, used or intended to be used for the interment of cremated remains.

“opening and closing” means the process of making an interment including but not limited to the administrative, legal, labour and mechanical tasks and equipment required to prepare a lot for an interment of human or cremated remains and the subsequent closing of a lot after an interment has been made;

“preneed service plan” means a future performance contract whereby the Cemetery Director contracts to provide Burial Park goods and/or services for one or more persons who are alive at the time the contract is entered.

“purchase agreement” means a contract, in a form prescribed by applicable law and the Cemetery Director, that provides for:

- 1 a right of interment for human remains or cremated remains in a lot.
- 2 at the time of an interment or cremation, the performance and delivery of Burial Park goods and service required to complete an interment or cremation, or,
- 3 in the instance of a future performance agreement, the future performance and delivery of Burial Park goods and/or services for one or more person who are alive at the time the purchase agreement is entered.

“right of interment” means a right acquired, in perpetuity, through purchase, inheritance or permitted transfer, for:

- 1 the interment of human remains or cremated remains in a lot at the Burial Park.
- 2 the installation of a memorial on a lot at the Burial Park; and issued in accordance with the monument rules and regulations of the Burial Park.

“right holder” means an individual who:

- 1 has purchased a right of interment to be held in their name, or;
has a right of interment registered in their name but is not the original purchaser of the right of interment, or;
- 2 is the legal representative of a deceased individual who has a right of interment held in the deceased’s name, or;
- 3 is an individual who has, in compliance with the rules and regulations of the Burial Park, had a right of interment transferred to be held in their name, or;
- 4 is an individual who is an heir or successor of a deceased right of interment holder and, by demonstration of a right of legal succession, may be entitled to inherit a deceased rights holder’s right of interment.

“**scattering**” means the irreversible dispersal of cremated remains and where such dispersal may result in the commingling of cremated.

“**schedule of rates**” means the document that sets out, by itemization, the fees charged for the provision of Burial Park rights of interment and other Burial Park goods and services.

“**urn**” means a container used or intended to be used for cremated remains.

===== End =====