

BYLAWS FOR THE GRANITE CREEK CEMETERY

Definitions:

“Care fund” means a fund for the care and maintenance of a place of interment.

"Cemetery" means land that is set apart or used as a place of burial of human remains or cremated remains.

"Cremated remains/Cremains" means human bone fragments and ashes left after human remains are cremated.

“Disinterment” means the removal, for the purpose of permanent relocation of
(a) human remains, and
(b) the container, or any of the remaining container, holding the human remains,
from the plot in which the human remains are interred.

"Exhumation" means the exposure and removal of interred human remains for the purposes of viewing or examination.

“Interment” means disposition by burial of human remains or cremated remains.

"Interment right holder" means a person who owns a right of interment.

“Operator” means the Granite Creek Preservation Society.

“Plot” means a space that is in a place of interment and is used, or intended to be used, for the interment of human remains or cremated remains under a right of interment.

“Remains” means
(a) a dead body in any stage of decomposition, or
(b) a body of a stillborn infant in any stage of decomposition,
but does not include cremated remains.

"Right of interment" means a right, in perpetuity, for the interment of human remains or cremated remains, in a plot.

“Scattering of cremains” means cremated remains are cast/scattered above ground. They are irretrievable and may be scattered in an area where other remains have also been scattered.

1. Location:

The Granite Creek Cemetery is located on Crown Land on District Lot 731, YDYD. Access to the Cemetery is from the Blakeburn Road.

2. Operator:

- (a) The Granite Creek Preservation Society shall act as the Operator of the Granite Creek Cemetery.
- (b) Detailed information regarding the Granite Creek Cemetery can be obtained from representatives of the Operator: Bob or Diane Sterne at 1841 Main Street, Coalmont, (250) 295-4355.
- (c) A copy of the plan of the Cemetery shall be filed with the Director, Consumer Protection BC. Copy of plan attached.

3. Plot Purchases and Fees:

- (a) The Operator will honour old plot reservations which have previously been noted on the site map. No additional plot fees will be charged for these plots.
- (b) The Cemetery is a natural, woodland setting. Trees and rocks may affect the suitability and size of plots.
- (c) Plot purchases must be approved by the Operator. Plots will only be sold as needed. There will be no pre-selling or reserving of plots other than those mentioned in 3(a) above.
Types of plots available are as follows:
 - Cremation Plot - maximum two sets of cremains;
 - Full Body Burial Plot - 3 additional sets of cremains may be placed above the casket;
 - Scattering Fee - for the Valley View Area.A Plot Purchase Form with name, address, phone number and email address of the plot holder must be completed. Current fees are in Schedule A attached.
- (d) Plot fees do not include the costs to open and close a grave. These costs, separate from the plot fees, must be negotiated with a third party contracted by the person controlling the disposition of the remains.
- (e) It is the duty of the interment right holder to notify the Operator of any changes of mailing address. Notice sent to an interment right holder at the last address on file in the Cemetery records will be considered sufficient legal notification for all purposes, whether or not specified in these Bylaws.
- (f) If the interment has not occurred within 90 days, the Operator reserves the right to return 75% of the money and resell the plot at their discretion.

4. **Permission to Inter:**

All requests are subject to approval by the Operator.

- (a) Due to limited space, interments will only be allowed for those with a connection to the Coalmont, Granite Creek, or Blakeburn areas. An individual must have lived in Coalmont, Blakeburn or Granite Creek or be a direct relation to a person who has lived in one of the three aforementioned areas. The Operator must be contacted to obtain approval for a burial and a plot. Representatives of the Operator, Bob or Diane Sterne, can be reached at (250) 295-4355.
- (b) The Operator reserves the right to refuse interment of any human remains or cremated remains.
- (c) Only cremated remains will be allowed in “Pioneer’s Rest” with the following exception:
For interments falling under Section 3(a), full body burials will be permitted provided that no other burial sites are disturbed.
- (d) Full body burials and cremated remains will be allowed in the fenced “Rice Plot” which must be overseen and approved by a family representative of the Rice Family (Bert Rice or Ernie Rice).
- (e) Full body burials and cremains will be allowed in “Whisky Jack Flat”.
- (f) No new interments of any kind will be allowed in the “Chinese Memorial Glen”.

5. **Interments:**

- (a) The Operator is **not** responsible for the opening or closing of graves. The party who has the right to control the disposition of the remains as per Section 5 of the *Cremation, Interment and Funeral Services Act of B.C.*, is responsible for the opening and closing of the grave. They may contract with a Funeral Home or third party to do the actual work.
- (b) The following information must be furnished to the Operator:
 - A Disposition Permit, Burial Permit or Cremation Certificate.
 - The name, address, birthdate, age and date of death of the deceased.
 - The date and location of the interment.
 - The name, relationship to the deceased, mailing address, phone number and email address of the person who had a kinship with the deceased.
- (c) When an interment right is owned by several persons and a family member of one of the interment right holders dies, only the authorization of that interment right holder, along with the appropriate authorization from the person with the right to control disposition under the *Cremation, Interment and Funeral Services Act*, is necessary for interment. No person who is not a family member of an interment right holder may be interred without authorization from all of the interment right holders.

- (d) The Operator will not be liable for any delay in interment where a protest to the interment has been made, or where the Bylaws have not been complied with.
- (e) The Operator will not be responsible for obtaining the burial permit; however, a burial permit must be furnished to the Operator as indicated in 5(b) for their records.
- (f) Interment right holders will not be permitted to make interments in their plots for remuneration.
- (g) Contractors hired to open and close graves will do so under the supervision of the Operator to ensure no damages occur to existing plots or Cemetery property, and neighbouring grave sites are shown due respect.

6. Transfers or Assignments:

- (a) No transfer or assignment of any interment right shall be valid without being endorsed by the Operator and being recorded in the Cemetery records.
- (b) Change of ownership of interment right:
Before change of ownership from one interment right holder to another is valid, an information form must be completed and filed with the Operator. A copy of the original ownership form will also be retained in the Cemetery records.

7. Scattering of Cremains:

- (a) Scattering of cremains will only be permitted in the designated “Valley View” area.
- (b) The same information as outlined under section 5(b) will be required for the scattering of cremains.
- (c) Markers will not be permitted in the “Valley View” area. An index of the cremains scattered in “Valley View” will be maintained and posted in the “Valley View” area by the Operator.

8. Exhumation and Disinterment:

- (a) No human remains interred in the Cemetery shall be exhumed or disinterred without a written order being first obtained from the proper authority in accordance with the requirements of the *Cremation, Interment and Funeral Services Act* and the presentation of such order to the Operator.
- (b) The Operator is not responsible for an ordered exhumation or disinterment of a grave. The party requesting exhumation or disinterment bears sole responsibility for this including the costs involved and finding someone to complete the exhumation or disinterment.

- (c) The *Cremation, Interment and Funeral Services Act* requires that the party requesting exhumation for removal to another place of interment, make arrangements for a licensed funeral director to receive the remains after the plot has been opened.

9. Markers:

- (a) Grave markers of any type will be allowed but they must not infringe on neighbouring plots. Memorial benches or fences may be placed in the Cemetery, but must not block roads or pathways or infringe on neighbouring plots.
- (b) The Operator is not responsible for installing memorial tablets, markers and monuments etc. or constructing foundations for memorials as may be required.

10. Hours of Operation:

The Granite Creek Cemetery has no set hours of operation and is open to the public on a 24 hour, 7 days a week basis.

11. Correction of Errors:

- (a) Any errors made by the Operator regarding interment or reservations of plot spaces may be corrected by the Operator, including substituting plot spaces, or such other correction.
- (b) When, for any reason, the interment space cannot be opened where specified, the Operator may, at their discretion, substitute a space in the property which is deemed best.

12. Donations:

The Operator will accept donations towards the beautification, insurance, maintenance, and signage for the Granite Creek Cemetery.

13. Restrictions:

- (a) No open flames (ie: candles, camp fires) are permitted in the Cemetery as they are deemed a fire hazard.
- (b) No one shall scatter, dispose of, or inter any cremated remains or bury any human remains within the limits of the Granite Creek Cemetery except with permission from the Operator, and in compliance with these Bylaws.
- (c) No one shall willfully or negligently destroy, mutilate, deface, damage, or remove anything from the Granite Creek Cemetery.
- (d) No one shall conduct him/her self in a manner so as to disturb the peace, quiet and good order of the Granite Creek Cemetery or a funeral service being conducted therein.

- (e) No one shall drive a motorized device in the Granite Creek Cemetery (except in the parking lot) without permission of the Operator.
- (f) No one shall deposit any rubbish or offensive material within the Granite Creek Cemetery.
- (g) No one shall discharge a firearm in the Granite Creek Cemetery unless for a military funeral.
- (h) No one shall advertise or solicit orders for goods or services within the limits of the Granite Creek Cemetery.
- (i) Metal Detectors shall not be used in any part of the Granite Creek Cemetery
- (j) No one shall camp in the Granite Creek Cemetery.

14. Perpetual Care:

- (a) The Granite Creek Cemetery is a small, pioneer Cemetery in a natural, woodland setting. The opening and closing of graves, installation of markers and fences is the responsibility of family/friends of those interred there. Basic care of the Cemetery is done by volunteers of the Granite Creek Preservation Society who is the Operator of the site.
- (b) Perpetual care shall mean the removal of trash, broken tree limbs, refilling sunken graves, trimming grass as needed and updating records at the site.
- (c) Perpetual care is not to be construed as meaning the maintenance, repair or replacement of any fences or grave markers placed on property nor the planting of flowers or ornamental plants, nor the maintenance of any special or unusual work in the cemetery. Neither does it mean the partial or complete reconstruction of any marble, granite, bronze or concrete work in any portion of the Cemetery, or structures necessitated by the elements, act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots or by the order of any military or civil authority, whether the damage is direct or collateral.
- (d) The Operator will deposit in its care fund an amount of 25% as required by the *Cremation, Interment and Funeral Services Act* for all interment rights related to plots sold. This money is not refundable.
- (e) Under no circumstances will the contribution made be construed as a contract to care for any property in any manner other than as defined in these Bylaws.

15. General:

- (a) The Operator is a non-profit, volunteer organization. Funds needed for Cemetery maintenance, insurance, beautification, and signage will be obtained through plot purchase fees, donations, grants, and fund-raising activities.
- (b) The Operator reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Operator. The rules and regulations may be changed without notice to any plot owner by the Operator.
- (c) The Operator is not responsible for loss or damage to grave markers or fences, or for injuries which may occur to visitors of the Cemetery. The Operator assumes no liability, either direct or collateral, for loss or damages from causes beyond its control, and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, malicious mischief makers, explosion, accidents, invasions, insurrections, riots or orders of military or civil authority.
- (d) The Operator will keep and maintain all records, maps and plans relating to the Granite Creek Cemetery. These records will be located at 1841 Main Street, Coalmont, British Columbia.
- (e) The Operator will conduct regular maintenance checks at the Granite Creek Cemetery. This will include the removal of trash, branches, and fallen or dead trees. Headstones will be swept annually and the area assessed for sunken graves or hazards. Sunken graves will be filled in a timely manner. Headstones may be cleaned as needed. Repairs may be attempted on broken fences but the Operator is not responsible for their replacement if they are beyond repair.
- (f) The Operator has the right to plant bulbs, flowers, bushes or trees to help beautify the Cemetery.
- (g) The Operator reserves a perpetual right to ingress and egress over plots.
- (h) Replacement of broken headstones or fences is the responsibility of family/friends of the deceased in the affected grave.
- (i) Any item that is deemed dangerous or a hazard to volunteers or visitors, is unsightly, or is inconsistent with the dignity of adjacent plots, may be removed by the Operator at the Operator's discretion. The removed article will be held at 1841 Main Street, Coalmont for fifteen (15) business days after which the Operator shall have the authority to dispose of the item.

16. Statement of Liability:

- (a) As stated in these Bylaws, the Granite Creek Preservation Society, its Officers and Members, will not be liable for injury to any person visiting the Cemetery.

- (b) The Granite Creek Preservation Society, its Officers and Members, will not be liable for any damages that may be sustained by any memorial, marker, bench, fence, etc. at the time of installation or at any future time.

17. Statement Of Sales Agents:

The instrument conveying a right of interment, and the Bylaws of this Operator, now in force or which may hereafter be adopted, including modifications and amendments thereof, shall be the sole agreement between the Operator and the interment right holder. The statement of any sales agent shall in no way bind the Operator.

SCHEDULE A: FEES

Current fees for Plots as described in Section 3(c) of the Bylaws are as follows:

Cremation Plot (maximum 2 sets of Cremains) - \$100

Full Body Burial Plot (3 additional sets of cremains may be placed above the casket) - \$400

Scattering Fee for the Valley View Area - \$40

The Granite Creek Preservation Society, as Operator of the Cemetery, reserves the right to change these fees as required.

Approximate plot sizes are 1.5 metres square for Cremation Plots and 1.5 x 3 metres for Full Body Burial Plots. It is recommended that caskets have 0.9 metres of earth over them, to allow urns to be interred above them, and that urns have 0.3 metres of earth above them.