

**CONSOLIDATED BYLAWS, RULES AND REGULATIONS
OF
ROYAL OAK BURIAL PARK, CREMATORIUM and MAUSOLEUM**

4673 FALAISE DRIVE ~ VICTORIA ~ BC ~ V8Y 1B4

Ph: 250.658.5621 ~ Fx: 250.658.8511 ~ Em: info@robp.ca ~ Web: www.robp.ca

1.0 DEFINITIONS

1.1 In these bylaws, rules and regulations:

“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 bylaws interchangeably with the term ‘cremated remains’;

“board” means, generally or specifically, the Board of Cemetery Trustees of Greater Victoria or the executive director of the board or the manager of Royal Oak Burial Park or any one or all of the employees of the board;

“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 sufficient 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 Board in the name of Royal Oak Burial Park, Crematorium and Mausoleum;

“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;

“bylaws” means the written consolidated bylaws, rules and regulations of Royal Oak Burial Park, Crematorium and Mausoleum as may currently exist or as may be amended or superseded from time to time by new bylaws, rules and regulations made by the board;

“care fund” means a fund established, held and administered by the board in accordance with applicable law for the care and maintenance of the Burial Park;

“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;

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“cemetery services” means the operation of the Burial Park and the disposition of human remains by interment or cremation and the interment or other disposition of cremated human remains and includes the supply of goods incidental to and as part of the provision of such services, but does not include the sale of rights of interment;

“columbarium” means a structure or building or an area in a structure or building that contains as an integral part of the structure or building or as freestanding sections, niches for the interment of cremated human remains;

“commingle” means the intentional or unintentional combining of the cremated human remains of more than one person;

“consumer protection act” means the Business Practices and Consumer Protection 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 thereunder;

“Consumer Protection B.C.” means the Business Practices and Consumer Protection Authority of the Province of B.C. as empowered to administer and enforce the Business Practices and Consumer Protection Act and Regulation of the Province of B.C. and the Cremation, Interment and Funeral Service Act and Regulation of the Province of B.C.;

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

- a) Is combustible;
- b) is of sufficient strength to contain and move human remains;
- c) is capable of being closed so that the public is not able to see the human remains;
- d) is constructed so that it does not leak or otherwise cause a hazard to any person’s health;
- e) has a rigid base, and;
- f) does not contain any plastic, fiberglass, foam or Styrofoam, rubber, polyvinyl chloride or zinc;

“cremated remains” means human bone fragments left after human remains are cremated, and; this term may be used in these bylaws interchangeably with the term ‘ashes’;

“cremation” means the irreversible reduction of human remains to bone fragments through the application of flame and intense heat and may include the repositioning or movement of human remains during the process to complete a cremation and subsequently followed by the manual or mechanical reduction of the cremated remains and other residue left after a cremation for the purpose of placement of the cremated remains in a cremation urn;

“cremation authorization form” means a document, in a form prescribed by the board, that is signed by a person having the legal authority to authorize the cremation of human remains;

“cremation chamber” means the enclosed space where human remains are cremated;

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“cremation fee” means the fee prescribed by the board for a cremation at the Burial Park crematorium;

“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, the interment of human remains in a crypt;

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

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

- a) arrange, conduct or direct bereavement rites and ceremonies;
- b) arrange for the interment or cremation of human remains;
- c) care for or prepare human remains prior to disposition;
- d) 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;

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

“interment” means disposition by:

- a) burial of human remains or cremated remains;
- b) entombment of human remains, or;
- c) inurnment of cremated remains;

“interment authorization form” means a document, in a form prescribed by the board, that is 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 board for an interment of human remains or cremated remains at the Burial Park;

“interment right certificate” means a document, in form prescribed by the board, 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 lot registered in the records of the cemetery and, in the instance where an interment has taken place in the lot, may include an individual who legally acquires ownership or control of a secondary 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 lot or a columbaria niche;

“legal representative” means an individual who by the order of priority set out in Section 5 of the cemetery act has the right to control the disposition of the human remains or cremated remains;

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

- a) the interment of human remains or cremated remains under a right of interment;
- b) the installation of a memorial to identify a lot or memorialize a deceased person or stillborn child, and;

includes but is not limited to a grave, crypt, niche or plot.

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

- a) manage the operation of the Burial Park;
- b) administer and enforce the bylaws of the Burial Park;
- c) delegate, with or without conditions, any of the manager’s powers, functions or duties, including the interpretation and enforcement of the bylaws of the Burial Park, to a person or a class of persons;

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“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;
- c) 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 board contracts to provide Burial Park goods and / or services for one or more persons who are alive at the time the contract is entered into;

“purchase agreement” means a contract, in a form prescribed by applicable law and the board, that provides for;

- a) a right of interment for human remains or cremated remains in a lot;
- b) 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;
- c) in the instance or 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 into;

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

- a) the interment of human remains or cremated remains in a lot at the Burial Park;
- b) the installation of a memorial on a lot at the Burial Park;

and issued in accordance with the bylaws of the Burial Park;

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“rights holder” means an individual who:

- a) has purchased a right of interment to be held in their name, or;
- b) has a right of interment registered in their name but is not the original purchaser of the right of interment, or;
- c) is the legal representative of a deceased individual who has a right of interment held in the deceased’s name, or;
- d) is an individual who has, in compliance with the bylaws of the Burial Park, had a right of interment transferred to be held in their name, or;
- e) 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 in a defined area or feature within the Burial Park and where such dispersal may result in the commingling of cremated remains previously scattered in the scattering location;

“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 the containment of cremated remains.

- 1.2 Except where context otherwise requires, definitions in the Cremation, Interment and Funeral Services Act of B.C., in the Business Practices and Consumer Protection Act of B.C., in the Trustees Act of B.C., in these bylaws, or a definition in any other statute that may apply to the board and the Burial Park shall apply to these bylaws.
- 1.3 In these bylaws words imparting the singular include the plural and vice versa; and words imparting a male person include a female person and may include the board and the Burial Park.
- 1.4 The division of these bylaws 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 bylaws.

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2.0 REPEAL OF PREVIOUS BYLAWS AND ENDORSEMENT OF NEW BYLAWS

- 2.1 On the date hereafter written the board, constituted by an agreement made between the City of Victoria and the District of Saanich on the 16th day of March, 1922, did enact and endorse for use the 'Consolidated Bylaws, Rules and Regulations ("the bylaws") of Royal Oak Burial Park, Crematorium and Mausoleum ("the Burial Park")' for the governance, administration and purpose of conducting the business of the Burial Park as primarily located at 4673 Falaise Drive, Victoria, British Columbia.
- 2.2 Endorsement of these bylaws on the date hereafter recorded shall constitute the repeal of any previously published bylaws, 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 bylaws shall apply in their entirety to the conduct of business and the provision of cemetery and cremation services and goods at the Burial Park.

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3.0 PURPOSE

- 3.1 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, religion 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 or for the scattering of 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 Board 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 bylaws 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 board 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 bylaws and the schedule of rates of the Burial Park.
- 3.4 The board 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 board shall have the authority to sell rights of interment for a number of their choosing in excess of ten (10) under such terms and conditions as they may deem appropriate for the conduct of business at the Burial Park.
- 3.6 The board 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.

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4.0 GENERAL OPERATIONS

- 4.1 The manager of the Burial Park shall be responsible for:
- a) the administration and enforcement of these Bylaws 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 board employees and those other persons employed from time to time by the board 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 board 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 bylaws.
- 4.2 No gratuity shall be accepted by an employee or agent of the board 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 board and employees of the board except where authorized in writing by the manager. An individual or contractor other than an employee of the board 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 manager.
- 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.
- 4.5 The board 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.
- 4.6 The board 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.

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- 4.7 Except as may specifically be provided for elsewhere in these bylaws, no lot or other part of the Burial Park may be decorated or adorned in any manner by any person other than the board or an employee of the board without the express consent of the manager, with the exercise of such consent to be within the manager's sole discretion.
- 4.8 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 manager, with the exercise of such consent to be within the manager's sole discretion.
- 4.9 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 manager, with the exercise of such authority to be within the manager'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.
- 4.10 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 Board shall post the time of closing as it is seasonally determined at the main entrance to the Burial Park.
 - b) **OFFICE:** Monday through Friday from 8:30 a.m. to 4:30 p.m. The office shall be closed on weekends, statutory holidays and holidays observed under a collective bargaining agreement between the Board and its unionized 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 on the basis of every fifteen minutes worked by Burial Park staff after 4:30 p.m.
 - d) **CREMATION SERVICES:** Shall occur Monday through Friday between 9:00 a.m. to 3:30 p.m. A cremation 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 on the basis of every fifteen minutes worked by Burial Park staff after 4:30 p.m.
 - e) **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.
 - f) **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 a collective bargaining agreement that may be in effect between the Board and its unionized workforce.

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- 4.11 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.
- 4.12 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;
 - b) From March 1 to November 30, only fresh cut flowers may be placed on a lot. Potted plants, wreaths and artificial flowers are prohibited during this period;
 - c) From December 1 to February 28 next following, in addition to fresh flowers, potted plants, artificial flowers, wreaths and seasonal tributes may be placed on a lot;
 - d) Fresh cut flowers shall be placed only in containers approved or supplied by the board;
 - e) The manager 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 bylaws.
- 4.13 The board 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.
- 4.14 No open flame, candle, or burning of any other material may take place inside Burial Park buildings without prior authorization obtained from the manager.
- 4.15 The dedication and donation of a memorial planting, memorial bench or any other form of custom memorial feature may be approved by the manager subject to the following criteria;
- a) an application, in a form prescribed by the board, 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 manager;
 - c) installation, when not performed by the board, 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.
- 4.16 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 bylaws 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;

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- 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 so as 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 bylaws or the Cemetery Act.
- 4.17 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.
- 4.18 The board 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.

FURTHER, in the instance of an error that may involve the interment or disinterment of human remains the board shall correct the error in compliance with and under such terms as may be set out in the cemetery act.

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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 board at the Burial Park shall be those set out in the schedule of rates of the Burial Park.
- 5.2 The schedule of rates of the Burial Park as may currently exist or may be amended in the future shall be considered an appendix to the bylaws of the Burial Park.
- 5.3 The board 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.
- 5.4 The board 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 Victoria emergency services personnel and the poor or economically disadvantaged.
- 5.5 The board shall review the schedule of rates for the Burial Park once every calendar year.
- 5.6 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.
- 5.7 The manager, subject to the jurisdiction of the board, 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.
- 5.8 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.
- 5.9 Funds collected as part of a preneed service plan for the future delivery of services and goods at the Burial Park shall be administered in accordance with the cemetery act and the consumer protection act.

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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 bylaws 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 Board to perform an interment of human remains or cremated remains into a lot until the rights holder complies in all respects with these bylaws 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 board shall issue to an individual paying the fee set out in the schedule of rates for a right of interment an 'Interment Rights Certificate', in a form prescribed by the Board, 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 themselves, 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 bylaws of the Burial Park as they may now or in the future be in effect;
 - b) the terms, conditions, design, lot plan, memorial parameters, bylaws 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 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 board 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 secondary 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.

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- 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 Board, 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 bylaws, 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 secondary interment of the cremated remains of not more than two (2) individuals where a rights holder or their successor can demonstrate to the manager's satisfaction that the cremated remains proposed for a secondary interment are those of an immediate family member, heir or successor of the individual whose human remains are interred in the lot.

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 three (3) 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;
 - b) **Single Standard Crypt:** This form of lot is limited to the interment of the human remains of one (1) individual and the secondary interment of the cremated remains of not more than one (1) individual;
 - c) **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;
 - d) **Fraction Cremation Lot:** 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;
 - e) **Single Cremation Lot:** this form of lot is limited to the interment of the cremated remains of one (1) individual;
 - f) **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;
 - g) **Family Cremation Lot:** this form of lot is limited to the interment of the cremated remains of not more than four (4) individuals.
- 6.10 Subject to the authority of the board 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.

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- 6.12 The rights of interment for not more than ten (10) lots may be sold by the manager of the Burial Park to an individual or an organization without the prior consent of the Board.
- 6.13 Notwithstanding article 6.9 the board shall have the authority to establish, amend or otherwise set out other interment rights for lots in the Burial Park that may have the same classification as the lots described in article 6.10 but may have different interment criteria specific to their location in the Burial Park.

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7.0 TRANSFERS & REFUNDS

- 7.1 The board may permit a rights holder to surrender a right of interment back to the board 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.
- 7.2 Transfer of a right of interment is subject to these bylaws and payment of a fee or fees as set out by the board in the schedule of rates of the Burial Park.
- 7.3 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 board or transfer to another individual a right of interment registered in their name.
- 7.4 Where a rights holder proposes to surrender a right of interment registered in their name to the board 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 board, 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 board to accept or permit a transfer of an interment right or make a refund and the board shall not be bound to accept the transfer of an interment right for which they were not provided notice under article 7.4 of these bylaws.
- 7.5 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 board at the Burial Park for this purpose.
- 7.6 A right of interment surrendered back to the board 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 the greater of the following two calculations;
 - i. 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, or;
 - ii. not more than fifty percent (50%) of the current price of a comparable lot in the same section of the Burial Park LESS the care fund contribution portion of the selling price of the comparable right of interment.

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- 7.7 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 bylaws 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.
- 7.8 Where the request for a refund of a preneed services plan is made in compliance with article 7.4 of these bylaws 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.
- 7.9 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 board 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.

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8.0 INTERMENT

- 8.1 Only human remains or cremated remains may be interred or scattered within the limits of the Burial Park.
- 8.2 The interment of human remains or 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.
- 8.3 No interment, disinterment, scattering 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 board relating to a right of interment to be exercised, the interment fee and any other service provided or product supplied by the board 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.
- 8.4 Reasonable notice of interment is required. Normally notice shall be forty-eight (48) hours prior to a scheduled interment time, of which sixteen (16) hours shall be regular office hours of the Burial Park. Where the interment practices of an ethnic tradition or religious denomination 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 bylaws relating to an interment.
- 8.5 Every interment shall be conducted under the direct supervision of a board 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 bylaws.
- 8.6 A request for an Interment outside of the hours and days prescribed in article 4.10(c) of these bylaws may be permitted to occur subject to all other provisions of the bylaws and further subject to;
- a) availability of board 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;

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- 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.

- 8.7 No interment or other funeral service shall be permitted on a Sunday, a holiday or a day regarded as a holiday under a collective bargaining agreement made between the board and its unionized workforce except where directed by the Court or a Medical Health Officer for the protection of public health and safety.

- 8.8 Human remains proposed for interment into an in-ground lot shall be enclosed in a burial container that complies with these bylaws and the cemetery act.

- 8.9 Human remains proposed for interment into a mausoleum crypt shall be enclosed in a burial container that complies with these bylaws, 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.

- 8.10 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.

- 8.11 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.

- 8.12 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 board's representative at an interment lot. Prior to accepting custody of remains at a lot the board 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 board's control.

- 8.13 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.

- 8.14 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 delivered to the board 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 board liability for any emotional, psychological or physical trauma arising from witnessing an interment;

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- d) all proceedings at an interment shall be under the direction of an employee of the board and any witness present shall be obligated to follow an instruction given by an employee of the board 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.
- 8.15 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 board 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.
- 8.16 No lot shall be excavated in the Burial Park by any person other than an employee of the board or an authorized agent of the board. 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.
- 8.17 Except for an interment made into a designated green burial Woodland site, 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.
- 8.18 To comply with the established design of the Grove, Garden and Island of Remembrance every interment of cremated remains in these sections 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 board and at the expense of the interment rights holder, their legal representative, heir or successor.
- 8.19 Where a grave liner or burial vault may be supplied by an individual or business other than the board then only board 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 board employee and at the interment rights holder, their legal representative, heir or successor's expense. The supply and installation of a grave liner or burial vault by an individual or business other than the Board may be subject to a fee as set out in the schedule of rates and said fee shall be paid in full to the board prior to the delivery to the Burial park or installation of the grave liner or burial vault into a lot at the Burial Park.
- 8.20 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 board or its employees.

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- 8.21 At the time of an in-ground interment into a standard adult interment lot or in-ground cremation lot the board shall supply and install one (1) flower vase of a design of the board's choosing. Following an interment and for a period of up to two (2) years the board supplied flower vase may, at the request of a rights holder or their successors, be replaced by the board at no charge providing that, and limited to, the flower vase being missing, damaged, or unusable. At any time after two (2) years from the interment date, and only when requested by a rights holder or their successors, the replacement of a missing, damaged or unusable board supplied flower vase shall be subject to payment of the fee established for such replacement as set out in the schedule of rates for the Burial Park.

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9.0 DISINTERMENT and EXHUMATION

- 9.1 In these bylaws the word disinterment may mean exhumation and vice versa as context and specific situational circumstance may demand.
- 9.2 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
- 9.3 Except where ordered by the Court or a Medical Health Officer no disinterment or exhumation of human remains or cremated remains shall be made from a lot in a section designated as a green burial Woodlands site.
- 9.4 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 Board, 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 board, to the manager;
 - c) all outstanding indebtedness to the board 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 board to facilitate a disinterment, has been paid in full at the Burial Park office;
 - d) a disinterment and / or transport permit, as circumstance may require, under the cemetery act has been delivered to the manager.
- 9.5 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 Board, 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 Board to permit a discretionary disinterment and the Board 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 Board to make the disinterment as requested.
- 9.6 Except where ordered 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.

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- 9.7 In the instance where a discretionary disinterment of human remains may be approved by the manager and all fees payable to the Board for the disinterment have been paid in full the Board'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.
- 9.8 The board 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 board or its employees.
- 9.9 Other than the recovery of the human remains or cremated remains readily apparent and present in a lot opened for a disinterment the board 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.
- 9.10 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.
- 9.11 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 and paid by the person who makes a disinterment request.
- 9.12 A disinterment shall, without exception, be performed at a day and time of the Burial Park's choosing.
- 9.13 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 8.0 of these bylaws.

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10.0 CREMATION

- 10.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the provision of cremation services at a Burial Park crematorium.
- 10.2 Every cremation shall performed in a manner that is consistent with the dignity of the crematorium, the Burial Park and general community standards.
- 10.3 Only human remains shall be cremated at a Burial Park crematorium.
- 10.4 Advance notice, in a form prescribed by the Burial Park, shall be provided at least twenty-four (24) hours - of which eight (8) hours shall be regular office hours of the Burial Park – prior to transfer of human remains to the crematorium for cremation.
- 10.5 Human remains for cremation shall be enclosed in a cremation container that is made of combustible materials, is sufficiently rigid to eliminate deflection of its base, is dry and secure and shall not contain plastic, fiberglass, foam, Styrofoam™, rubber, polyvinyl chloride, or zinc.
- 10.6 The board shall have the authority, at its discretion and without prior notice, and prior to a cremation, to remove and dispose of in an environmentally sensitive manner any non-combustible or hazardous handle, adornment or other extraneous item attached to the exterior of a cremation container.
- 10.7 A cremation container shall be of a size to permit safe handling and placement within a cremation chamber.
- 10.8 No cremation container shall be opened at the crematorium by a Burial Park cremationist or other employee.
- 10.9 The board generally and a Burial Park cremationist specifically shall have the authority to refuse to accept custody of human remains for cremation if;
- a) any of the documents set out in article 10.11 of this bylaw are not with the human remains being transferred;
 - b) any of the documents set out in article 10.11 of this bylaw are incomplete;
 - c) a cremation container presented for cremation does not comply with article 10.5 of this bylaw, or;
 - d) the hours of operation, cremation scheduling, maintenance, repairs or other operational circumstances may warrant.
- 10.10 Upon accepting custody of human remains for cremation and in the absence of a specific service request the board shall have the authority to perform a cremation at a time of the board's choosing.
- FURTHER, the board shall not be liable for any delay of a cremation caused by circumstances beyond its control. In the instance of circumstances beyond its control the board shall have the right to shelter human remains in a secure receiving area until a cremation can be made.

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- 10.11 Human remains transferred to the Burial Park for cremation shall be accompanied by;
- a) an authorization for cremation, in a form prescribed by the Burial Park, completed in full and duly signed by the legal representative of a deceased, and;
 - b) a burial permit, or;
 - c) where a death has occurred in a jurisdiction other than the province of B.C., a disposition document, deemed acceptable by the manager for a cremation, and;
 - d) payment in full of the applicable cremation fee set out in the schedule of rates.
- 10.12 Disclosure of the presence of and removal of a pacemaker or other hazardous medical implant shall be confirmed and duly acknowledged on the authorization for cremation by the legal representative of a deceased and by any person or organization acting as an agent of the legal representative of a deceased that may provide funeral or transfer services on the representative's behalf.
- FURTHER, in the instance of a failure to disclose and remove a pacemaker or hazardous implant, the legal authorized representative of a deceased along with an agent providing bereavement, funeral, memorial or transfer services on the representative's behalf shall be individually and jointly liable for personal injury or loss of life suffered by any Burial Park cremationist or employee or any other person at the crematorium and any damage sustained to cremation equipment or facilities operated by the board that may be caused by the failure to disclose and remove such an implant or device.
- 10.13 Human remains shall be identified prior to their transfer to the crematorium. Identification shall be the responsibility of the legal representative of a deceased and shall be duly recorded on the authorization for cremation signed by the legal representative of the deceased.
- 10.14 Application may be made for the simultaneous cremation of a parent and infant or children of the same family. The legal representative of the deceased shall make application and authorization for each human remains to be cremated and shall exempt the board from all liability for the co-mingling of the residue of the cremation process.
- 10.15 Where an agent is employed by the legal representative of a deceased and the agent assists a representative of a deceased to complete a Burial Park authorization for cremation then the agent shall be fully a party to and liable for the factual integrity of the information collected and statements made and attested to on an authorization for cremation.
- 10.16 The Burial Park shall not be liable for a delay or cause of action arising from the failure of the legal representative of a deceased or an agent working on their behalf to notify the Burial Park of a special service request or other accommodation prior to transferring human remains of a deceased to the crematorium.
- 10.17 The witness of the commencement of a cremation process may be permitted subject to the following criteria;
- a) the request to witness the commencement of a cremation is provided to the manager with the advance notice for cremation;

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- b) for safety purposes, the manager shall have the authority to limit the number of persons permitted in the cremation operations area;
 - c) the manager may require a witness to a cremation to sign a waiver from board liability for any emotional, psychological or physical trauma arising from the cremation witness process;
 - d) all proceedings within the cremation operations area shall be under the sole direction of a Burial Park cremationist and Burial Park personnel;
 - e) the closed cremation container shall be placed into the cremation chamber by cremation operations staff. The engagement of the cremation equipment shall signify the conclusion of the witness procedure and the operations area shall then be vacated by any witness;
 - f) only a cremationist or Burial Park operations staff are permitted to remain in the operations area during a cremation process and all subsequent procedures;
 - g) a cremation witness service may be subject to a witness fee as set out in the schedule of rates and shall be paid in full to the board prior to a witness service.
- 10.18 After each cremation and insofar as is reasonably possible:
- a) all recoverable cremated remains and any other cremation residue and ashes shall be removed from the cremation chamber, and;
 - b) the cremated remains, other cremation residue and ashes so removed shall, by mechanical process, be reduced in size to permit placement within a temporary or permanent cremation urn, and;
 - c) as part of the mechanical reduction process the Burial Park shall, without notice, have the authority to separate, remove and dispose of in an environmentally sensitive manner any non-combustible residue, material, medical prosthesis or other object that may be present in cremated remains, other cremation residue or ashes so removed.
- 10.19 In the instance where a permanent cremation urn is not provided to the crematorium when it accepts custody of human remains for cremation the Burial Park shall provide and place the cremated human remains in a temporary receptacle of a design of the manager's choosing.
- 10.20 In the instance where a supplied permanent urn or temporary urn may not contain all of the cremated remains from a cremation the Burial Park shall provide an additional temporary urn of a design of the manager's choosing to contain the balance of excess cremated remains that did not fit in the primary urn provided.
- 10.21 Cremation shall be regarded as a step in the preparation of human remains for final disposition. Following a cremation, the legal representative of the deceased shall provide instruction to the Burial Park relating to the final disposition of cremated human remains in the custody of the Burial Park.

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- 10.22 Pursuant to the cemetery act, the legal representative of a deceased is responsible for the final disposition of the cremated remains of that person. The legal representative of a deceased shall advise the manager of their instructions for final disposition of cremated human remains in their control by selecting one of two (2) options offered at the Burial Park;
- a) **RETURN CREMATED REMAINS:** The legal representative of a deceased may request that cremated remains of a deceased under their control be returned to them or an agent named in writing by them. Only the legal representative or their agent named in writing shall be authorized to receive cremated remains under their control and identification may be requested prior to release of the cremated remains to any party. Cremated remains designated for 'RETURN' shall be picked up from Burial Park safe-keeping within forty-eight (48) hours of notification being provided by the Burial Park that the cremated remains are available for pick-up.
 - b) **HOLD CREMATED REMAINS:** The legal representative of a deceased may request that the cremated remains of a deceased be held in safe-keeping at the Burial Park for a maximum of ninety (90) days from the date of cremation. Within the ninety (90) day hold period the legal representative shall advise and provide instruction to the Burial Park as to the arrangements they have made for the final disposition of the cremated remains.
 - c) **FURTHER:** In the absence of final instructions being provided to the Burial Park after a ninety (90) day hold period has passed a representative of the Burial Park shall contact the legal representative of a deceased to obtain final disposition instructions. In the instance where final instructions are not forthcoming the board shall have the authority to, without prior notice, make arrangement for the delivery of the cremated remains to the legal representative at a day and time of the board's choosing.
- 10.23 Cremated remains that go unclaimed for a period of more than one (1) calendar year from the date of cremation may, at the discretion of the board and in accordance with any applicable provision in the cemetery act, be irreversibly and nonrecoverably be disposed of on common ground of the Burial Park that is a non-public, restricted access area where where no memorial may be placed.
- 10.24 Except as permitted to accommodate a request to witness a cremation commencement only an authorized Burial Park cremationist or other designated Burial Park operations staff are permitted in the crematorium operations area.
- 10.25 Except where consideration under human rights legislation may be given to accommodate a religious or cultural cremation tradition, no cremation shall be permitted to occur;
- a) sooner than is permitted under legislation or regulation;
 - b) outside of the regular hours of operation of the Burial Park, which may include a Saturday;
 - c) on a Sunday, a holiday or a day observed as a holiday under a collective bargaining agreement made between the board and its unionized workforce.
- 10.26 Cremation of a cremation container made of non-combustible materials or containing hazardous items or non-combustible materials prohibited by legislation or regulation shall be prohibited in every instance.

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- 10.27 The unauthorized, simultaneous cremation of the multiple human remains in a single cremation unit is prohibited.
- 10.28 The unauthorized recording, photography, filming or any other form of making a visual, aural or digital record of a cremation or cremated remains processing by any person, including Burial Park management and staff is specifically prohibited. Where evidence of such an unauthorized record may exist the board shall have the authority and responsibility to seek such full legal and criminal recourse as it deems appropriate against a person who makes an unauthorized record of a cremation or crematorium operations.
- 10.29 No facility of the Burial Park generally or the crematorium specifically shall be used for, and no member of Burial Park management or staff shall make any representation about, advise, coordinate, permit, participate or otherwise facilitate or attempt to perform, the recovery of a real or perceived material or object of real or perceived value represented as present in the human remains or the cremated remains of a deceased person.
- 10.30 The use of the crematorium to cremate anything other than human remains in an authorized cremation container is prohibited.

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11.0 GARDEN CHAPEL

- 11.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the use of and provision of services at the Garden Chapel.
- 11.2 Every service conducted in or use of the Garden 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 Garden Chapel shall be conducted and concluded within the regular business hours of the Burial Park.
- 11.4 Booking of the Garden 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 Garden 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 a Garden Chapel service shall be defined into one of the following categories;
- a) **COMMITAL SERVICE:** A brief ceremony that proceeds human remains in a cremation container being taken into the crematorium operations area. 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 cremation or burial container or cremated remains in an urn are present at a service that precedes the disposition — burial, cremation, or scattering of the remains. The time allotted for this type of service is a maximum of 2.5 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 2.5 hours.
- 11.7 Reasonable access to the Garden 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 Booking of the Garden Chapel shall include access to the chapel sanctuary and the adjacent family room.
- 11.9 In consideration of subsequently scheduled services the Garden Chapel and /or family room shall be vacated at the expiration of the time allotted.
- 11.10 In the absence of a funeral director, an individual, family or organization using the Garden 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.

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- 11.11 Memorial flowers, tributes and other personal mementos may be displayed in the Garden 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.
- 11.12 All proceedings occurring in and around the Garden Chapel shall be under the direction of a Burial Park employee and persons attending a Garden Chapel service or function shall be required to comply with instruction given by Burial Park personnel.
- 11.13 Use of the Garden 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 Garden Chapel use.
- 11.14 Use of the family room adjacent to the Garden Chapel sanctuary is included as part of a chapel booking and is subject to the the following terms and conditions;
- a) the family room's maximum capacity for a gathering is 30 people;
 - b) the family room has no food preparation, refrigerated food storage or post gathering cleaning facilities. All food and beverages, china, glassware, cutlery and condiments required to hold a gathering must be supplied, coordinated, served and removed by the person, family or organization responsible for the booking of the Garden Chapel.
- 11.15 A person, family or organization booking use of the Garden Chapel and / or family room shall be apprised of and acknowledge being informed of the following statements;
- a) the Garden Chapel, as a restored 1937 heritage structure, may not have the space and amenities commonly present in a more modern facility and as such may not be suitable for all service proposals;
 - b) the Garden 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 50 people may attend;
 - c) the family room has a limited capacity and is best suited to a small, private, 'family only' gathering where it is known that not more than 30 people may attend;
 - d) the Garden Chapel and family room, as a restored 1937 heritage structure, has no public restroom facilities and persons using the chapel and family room shall be required to use restrooms located in the Burial Park office building located approximately 100 metres west of the Garden Chapel;
 - e) the family room has no food preparation, refrigerated food storage or post gathering cleaning facilities. All food and beverages, condiments, china, glassware, cutlery and paper goods required to hold a gathering in the family room must be supplied, coordinated, served and removed by the person, family or organization responsible for the booking of the Garden Chapel;
 - c) only food and beverages prepared, plated and served by a 'food safe' qualified individual or caterer shall be served at a gathering or use of the family room;
 - d) the service of alcoholic beverages in the Garden Chapel or family room is prohibited.

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12.0 MAUSOLEUM

- 12.1 The bylaws 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 Royal Oak Mausoleum.
- 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.
- 12.4 For a mausoleum columbarium niche:
- (a) a standard niche is limited to the interment of the cremated remains of not more than two (2) individuals;
 - (b) a companion niche is limited to the interment of the cremated remains of not more than three (3) 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 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.

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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 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.
- 12.10 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 board 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 board and any witness present shall be obligated to follow an instruction given by an employee of the board 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.
- 12.11 The board 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 board or its employees.
- 12.12 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 bylaws of the Burial Park.

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- 12.13 A crypt name bar, 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 board at the a rights holder's and shall comply with the following criteria:
- (a) not more than two (2) name bars or memorial plaques may be attached to a crypt shutter;
 - (b) a standard name bar inscription shall be limited to the deceased person's given names, surname, the year of birth and the year of death;
 - (c) not more than two (2) cameo photographs in photograph cases may be attached to a crypt shutter;
 - (d) 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;
 - (e) not more than one (1) flower vase may be attached to a crypt shutter;
 - (f) not more than two (2) emblems may be attached to a crypt shutter.
- 12.14 Except for the memorial items set out in article 12.13 or as may be elsewhere written in these bylaws, no other accessory, decoration or item of any kind may be attached to a crypt shutter or a mausoleum niche. 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 bylaws the manager shall have the authority to remove, without prior notice, the offending item.
- 12.15 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 a large number of 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 in excess of those allowed inside the mausoleum shall be placed outside and in close proximity to the main entrance of a mausoleum;
 - (c) floral tributes placed at the time of an interment may remain in place for a period of time 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 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.
- 12.16 No food, drink, candles or open flame of any kind shall be allowed in the mausoleum at any time.

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- 12.17 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.
- 12.18 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.

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13.0 MEMORIALS: FLAT MARKERS

- 13.1 For the purpose of this section of these bylaws, “marker” means a permanent memorial that is installed flush with the ground.
- 13.2 It shall be the responsibility of a rights holder or the legal representative of a deceased to make arrangements for the supply and installation of a memorial for a deceased person. The board shall bear no responsibility or obligation to place or install at the board’s expense any form of temporary or permanent memorial at an interment lot or remembrance site.
- 13.3 Every marker and the installation thereof shall conform to the approved and filed plan of the section in which it is proposed to be installed specifically and the general plan of the Burial Park.
- 13.4 Every marker shall be constructed of granite or bronze on a granite base and conform to specifications set out in the bylaws.
- 13.5 No marker shall be installed on a lot until plans and specifications describing fully the marker’s proposed size, design, material, inscription and location have been submitted, in a form prescribed by the board, to the manager by a rights holder, their successor or a memorial supplier on behalf of a rights holder or their successor.
- 13.6 An application to install a marker shall be submitted to the manager in a form prescribed by the board.
- 13.7 No marker shall be installed on a lot until:
- (a) the application for installation is approved by the manager;
 - (b) the applicable marker Care Fund contribution set out in the schedule of rates is paid to the Burial Park;
 - (c) all outstanding indebtedness to the board as relates to the lot, interment, a marker and marker installation has been paid in full.
- 13.8 Where a marker supplier is a business, organization or person other than the Burial Park then it is the responsibility of the supplier to confirm the correct location for a marker proposed for installation and when supplying a companion marker to further confirm the correct orientation of a companion inscription. The board shall bear no responsibility or financial liability for a marker where it can be shown these tasks were not performed by an outside supplier.
- 13.9 Where it may be determined a marker or its installation do not comply with these bylaws then a non-compliant marker may, without prior notice, be moved, reinstalled or permanently removed and placed in safekeeping by the board at the expense of a rights holder, their successor or their agent.
- 13.10 The maximum width, depth and thickness of an acceptable marker is conditional on whether it is being installed on a single lot or on the median of a companion lot. In every instance a marker shall comply with the following specifications:

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| <u>MARKER DIMENSION</u> | <u>SINGLE LOT</u> | <u>COMPANION LOT</u> |
|-------------------------|-------------------|----------------------|
| Width - Minimum | 50 cm (20") | 75 cm (30") |
| Width – Maximum | 75 cm (30") | 120 cm (48") |
| Depth – Minimum | 30 cm (12") | 45 cm (18") |
| Depth – Maximum | 55 cm (22") | 55 cm (22") |
| Thickness – Minimum | 8 cm (3") | 8 cm (3") |
| Thickness – Maximum | 13 cm (5") | 13 cm (5") |

- 13.11 A marker inscription and design shall be:
- (a) carving or engraving on the face of a marker;
 - (b) a bronze plaque where scrolls, letters, figures or other design elements shall not be raised more than 1.2 cm (0.5") above the flat surface of a marker.
- 13.12 A bronze marker:
- (a) shall be anchored onto a granite base of a size and colour to conform to the plan of the Burial Park. A granite base shall be both wider and longer than the bronze marker and have a border of 5cm (2") of the base surface exposed on all sides. Base tops, bottoms and sides shall be smooth sawn. A granite base shall be not less than 7.5cm (3") and not more than 13 cm (5") thick;
 - (b) shall be cast with no less than four (4) integral bosses on the underside. The bosses shall be tapped or drilled to receive anchor lugs or bolts and shall be made of a non-corroding material similar to the marker;
 - (c) marker may be anchored onto a reinforced concrete base where the concrete base shall be manufactured by the Board at the rights holder’s expense and a concrete base shall be not less than 7.5cm (3") and not more than 13cm (5") thick and limited to the same outer dimensions as the marker.
- 13.15 No inscription or ornamentation that is inconsistent with the dignity of adjacent lots, the Burial Park or community standards shall be placed on any marker.
- 13.16 No upright candleholder, vase, lantern, surface mounted photograph with or without a frame or any other such fixture or ornament that protrudes above the flat surface of a marker may be attached to a marker.
- 13.17 The number of names or scrolls placed on a marker is subject to the dimensions of the standard adult interment lot or lots on which it is being installed.
- 13.18 Two (2) additional markers may be installed on a standard interment lot where cremated remains may, as permitted, be interred over an existing interment of human remains. Every additional marker for cremated remains shall comply with the specifications set out in these bylaws generally and the Cremation Memorials section of these bylaws specifically.

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- 13.19 A marker proposed for installation on a group of three (3) or more adjacent lots belonging to an individual rights holder may be submitted to the manager for consideration. The manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of such a marker proposed.
- 13.20 A memorial supplier shall provide to the manager a minimum of twenty-four (24) hours notice, of which eight (8) hours shall be regular working hours, before a marker is delivered to or removed from the Burial Park. Such notice shall be in writing and in a form prescribed by the board.
- 13.21 Every memorial shall be installed by or under the direct supervision of a Burial Park employee and every installation shall take place during the regular business hours of the Burial Park.
- 13.22 The manager and the grounds operations supervisor shall have the authority to suspend the installation of memorials when weather or ground conditions are deemed unsuitable for safe, proper and effective installation of memorials.
- 13.23 Where weather and / or ground conditions may delay the installation of a memorial the Burial Park shall make a delayed installation as soon as is reasonably possible after conditions improve.
- 13.24 Except as may be required in the course of regular maintenance or to accommodate an interment no memorial may be removed from a lot or subjected to inscription, secondary inscription, restoration, repair or any other work until the board receives an application and payment of any applicable fee set out in the schedule of rates from the rights holder or their successor for the work to be performed.
- 13.25 It shall be responsibility of a rights holder or their successor to keep in proper repair, at their expense and to the satisfaction of the board, a memorial on their lot. The board shall bear no responsibility or financial liability for the care, maintenance or restoration of a memorial.
- 13.26 Where a memorial may be in substantial disrepair or poses a safety hazard to Burial Park workers or the general public, the manager may, without prior notice, take such action as deemed necessary to repair or resolve the risk up to and including removal of a memorial from a lot and in each case at the expense of the rights holder or their successor.
- 13.27 The Board shall take such precautions as is reasonably appropriate to protect the property of a rights holder or their successor; however the Board assumes no liability for the loss of, or damage to, any memorial or part thereof except where such damage or loss is due to the gross negligence of the Board or its employees.
- 13.28 The manager shall have the authority to permit an exception to these bylaws only for the purpose of the installation of a memorial supplied under the auspices of the Department of Veterans Affairs, the Last Post Fund, the Commonwealth War Graves Commission or other government or emergency services institution. Application for such an exemption shall be made in writing by the appropriate organization to the manager of the Burial Park.

14.0 MEMORIALS: PILLOW MARKER

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- 14.1 For the purpose of this section of these bylaws, "pillow marker" means a permanent, flat or sloping memorial tablet set on a granite base installed flush with the ground and that projects above ground level to a height not exceeding 15 cm (6") at its highest point.
- 14.2 It shall be the responsibility of a rights holder or the legal representative of a deceased to make arrangements for the supply and installation of a memorial for a deceased person. The board shall bear no responsibility or obligation to place or install at the board's expense any form of temporary or permanent memorial at an interment lot or remembrance site.
- 14.3 Every pillow marker and the installation thereof shall conform to the approved and filed plan of the section in which it is proposed to be installed specifically and the general plan of the Burial Park.
- 14.4 A pillow marker shall be constructed of granite on a granite base and conform to the specifications set out in these bylaws.
- 14.5 No pillow marker shall be installed on a lot until plans and specifications describing fully the pillow marker's proposed size, design, material, inscription and location have been submitted, in a form prescribed by the board, to the manager by a rights holder, their successor or a memorial supplier on behalf of a rights holder or their successor.
- 14.6 An application to install a pillow marker shall be submitted to the manager in a form prescribed by the board.
- 14.7 No pillow marker shall be installed on a lot until:
- (a) the application for installation is approved by the manager;
 - (b) the applicable pillow marker Care Fund contribution set out in the schedule of rates is paid to the Burial Park;
 - (c) all outstanding indebtedness to the Board relating to a lot, interment, pillow marker purchase and installation has been paid in full.
- 14.8 Where a pillow marker supplier is a business, organization or person other than the Burial Park then it is the responsibility of the supplier to confirm the correct location for a pillow marker proposed for installation and when supplying a companion marker to further confirm the correct orientation of a companion inscription. The board shall bear no responsibility or financial liability for a pillow marker where it can be shown these tasks were not performed by an outside supplier.
- 14.9 Where it may be determined a pillow marker or its installation do not comply with these bylaws then a non-compliant pillow marker may, without prior notice, be moved, reinstalled or permanently removed and placed in safekeeping by the board at the expense of a rights holder, their successor or their agent.
- 14.10 Only one (1) pillow marker may be installed on a pillow marker lot and the pillow marker shall be installed only in the space designated for a pillow marker on the lot selected. Two (2) additional

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markers may be installed on a standard interment lot where cremated remains may, as permitted, be interred over an existing interment of human remains. Every additional marker for cremated remains shall comply with the specifications set out in these bylaws generally and the Cremation Memorials section of these bylaws specifically.

- 14.11 No pillow marker shall be installed to extend over the space where a lot has been or may be opened to accommodate an interment.
- 14.12 Every pillow marker shall be installed on a granite base. A pillow marker base shall be both wider and longer than the pillow tablet in order to provide a minimum border of 5 cm (2") to a maximum border of 10 cm (4") of the base surface exposed on all sides. A pillow marker base bottom shall be smooth sawn. The granite base of a pillow marker shall be installed flush to the level of the surrounding ground.
- 14.13 Attachment of a pillow tablet to its base shall be with dowel pins and / or an adhesive epoxy compound approved by the manager. Where dowels are mandated by the manager, the dowels shall be made of a non-corrosive material, be centered on the base, be not less than 10cm (4") in length and evenly extended into both the tablet and the base, and installed in a 'dry' mode.
- 14.14 The maximum width, depth and slope of an acceptable pillow marker and its base is conditional on whether it is being installed on a single lot or on the median of a companion lot. In all instances a pillow marker shall comply with the following specifications:

| <u>PILLOW MARKER - BASE</u> | <u>SINGLE LOT</u> | <u>COMPANION LOT</u> |
|-----------------------------------|-------------------|----------------------|
| Depth | 51 cm (20") | 66 cm (26") |
| Width | 71 cm (28") | 96 cm (38") |
| Thickness – Minimum | 8 cm (3") | 8 cm (3") |
| Thickness – Maximum | 13 cm (5") | 13 cm (5") |
| <u>PILLOW MARKER - TABLET</u> | | |
| Depth | 30 cm (12") | 46 cm (18") |
| Width | 51 cm (20") | 76 cm (26") |
| <u>PILLOW MARKER - SLOPE</u> | | |
| Height Back – Maximum | 15 cm (6") | 15 cm (6") |
| Height Front – Minimum | 7 cm (3") | 7 cm (3") |

- 14.15 Pillow marker inscription and design shall be:
- (a) carving or engraving on the face of a pillow tablet, or;
 - (b) a bronze plaque securely anchored to the face of a pillow tablet with non-corrosive fasteners and / or an approved adhesive epoxy.
- 14.16 No inscription or ornamentation that is inconsistent with the dignity of adjacent lots, the Burial Park or community standards shall be placed on a pillow marker.

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- 14.17 No inscription or lettering shall be placed on the back or any side of a pillow marker tablet.
- 14.18 No surface mounted candleholder, vase, lantern, or other such fixture may be attached to a pillow marker.
- 14.19 A memorial supplier shall provide to the manager a minimum of twenty-four (24) hours notice, of which eight (8) hours shall be regular working hours, before a pillow marker is delivered to or removed from the Burial Park. Such notice shall be in writing and in a form prescribed by the board.
- 14.20 Every memorial shall be installed by or under the direct supervision of a Burial Park employee and every installation shall take place during the regular business hours of the Burial Park.
- 14.21 The manager and the grounds operations supervisor shall have the authority to suspend the installation of memorials when weather or ground conditions are deemed unsuitable for safe, proper and effective installation of memorials.
- 14.22 Where weather and / or ground conditions may delay the installation of a memorial the Burial Park shall make a delayed installation as soon as is reasonably possible after conditions improve.
- 14.23 Except as may be required in the course of regular maintenance or to accommodate an interment no memorial may be removed from a lot or subjected to inscription, secondary inscription, restoration, repair or any other work until the board receives an application and payment of any applicable fee set out in the schedule of rates from the rights holder or their successor for the work to be performed.
- 14.24 It shall be responsibility of a rights holder or their successor to keep in proper repair, at their expense and to the satisfaction of the board, a memorial on their lot. The board shall bear no responsibility or financial liability for the care, maintenance or restoration of a memorial.
- 14.25 Where a memorial may be in substantial disrepair or poses a safety hazard to Burial Park workers or the general public, the manager may, without prior notice, take such action as deemed necessary to repair or resolve the risk up to and including removal of a memorial from a lot and in each case at the expense of the rights holder or their successor.
- 14.26 The Board shall take such precautions as is reasonably appropriate to protect the property of a rights holder or their successor; however the Board assumes no liability for the loss of, or damage to, any memorial or part thereof except where such damage or loss is due to the gross negligence of the Board or its employees.

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- 14.27 The manager shall have the authority to permit an exception to these bylaws only for the purpose of the installation of a memorial supplied under the auspices of the Department of Veterans Affairs, the Last Post Fund, the Commonwealth War Graves Commission or other government or emergency services institution. Application for such an exemption shall be made in writing by the appropriate organization to the manager of the Burial Park.
- 14.28 A pillow marker design proposed for installation on three (3) or more contiguous lots belonging to a rights holder may be submitted to the manager for consideration. The manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of such a pillow marker proposed.

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15.0 MEMORIALS: UPRIGHT MONUMENT

- 15.1 For the purposes of this section of these bylaws, “monument” means a permanent memorial that projects above ground level and that is not a flat marker or a pillow marker.
- 15.2 It shall be the responsibility of a rights holder or the legal representative of a deceased to make arrangements for the supply and installation of a memorial for a deceased person. The board shall bear no responsibility or obligation to place or install at the board’s expense any form of temporary or permanent memorial at an interment lot or remembrance site.
- 15.3 Every monument and the installation thereof shall conform to the approved and filed plan of the section in which it is proposed to be installed specifically and the general plan of the Burial Park.
- 15.4 A monument shall be constructed primarily of granite on a granite base and conform to the specifications set out in these bylaws.
- 15.5 No monument shall be installed on a lot until plans and specifications describing fully the monument’s proposed size, design, material, inscription and location have been submitted to the manager by a rights holder or their successor or a monument supplier on behalf of a rights holder or their successor.
- 15.6 An application to install a monument shall be submitted to the manager in a form prescribed by the Board.
- 15.7 No monument shall be installed on a lot until;
- (a) the application for installation is approved by the manager;
 - (b) the applicable monument Care Fund contribution set out in the Schedule of Rates is paid to the Burial Park;
 - (c) all outstanding indebtedness to the Board relating to the lot, interment, the monument and monument installation has been paid in full.
- 15.8 Where a monument supplier is a business, organization or individual other than the Burial Park then it is the responsibility of the supplier to confirm the correct location for a monument proposed for installation and when supplying a companion monument to further confirm the correct orientation of a companion inscription. The board shall bear no responsibility or financial liability for a monument where it can be shown these tasks were not performed by an outside supplier.
- 15.9 Where it may be determined a monument or its installation do not comply with these bylaws then a non-compliant monument may, without prior notice, be moved, reinstalled or permanently removed and placed in safekeeping by the board at the expense of a rights holder, their successor or their agent.

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- 15.10 Only one (1) monument may be installed on a monument lot and the monument shall be installed only in the space designated for a monument on the lot selected. Two (2) additional markers may be installed on a standard interment lot where cremated remains may, as permitted, be interred over an existing interment of human remains. Every additional marker for cremated remains shall comply with the specifications set out in these bylaws generally and section 16 - Cremation Memorials of these bylaws specifically.
- 15.11 No monument shall be installed to extend over the space where a lot has been or may be opened to accommodate an interment.
- 15.12 Every monument base shall first be installed and secured in a manner approved by the manager to a concrete foundation supplied and installed by the board at the rights holder or their successor's expense. The bottom of a granite base for a monument shall be smooth sawn and unpolished so as to permit effective attachment of the base to a concrete foundation. Every foundation shall conform to the design specifications established by the board for the section where a monument is proposed for installation.
- 15.13 Every monument tablet shall be installed on a granite base. The base must be wider and longer than the monument in order to provide a minimum border of 5 cm (2") to a maximum border of 10 cm (4") of the base surface exposed on all sides.
- 15.14 Attachment of a monument to its base shall be with dowel pins and / or an adhesive epoxy compound approved by the manager. In the instance where dowels are mandated by the manager, the dowels shall be made of a non-corrosive material, be centered on the base, be not less than 15 cm (6") in length and evenly extended into both the tablet and the base, and installed in a 'dry' mode.
- 15.15 The maximum width, depth and height of an acceptable monument and its base is conditional on whether it is being installed on a single lot or on the median of a companion lot. In every instance a monument shall comply with the following specifications:

| <u>MONUMENT - BASE</u> | <u>SINGLE LOT</u> | <u>COMPANION LOT</u> |
|---------------------------------|--------------------------|-----------------------------|
| Width - Minimum | 70 cm (28") | 85 cm (34") |
| Width - Maximum | 101 cm (40") | 208 cm (82") |
| Depth - Minimum | 35 cm (12") | 35 cm (12") |
| Depth - Maximum | 45 cm (18") | 45 cm (18") |
| Height - Minimum | 10 cm (4") | 10 cm (4") |
| Height - Maximum | 20 cm (8") | 20 cm (8") |
| | | |
| <u>MONUMENT - TABLET</u> | <u>SINGLE LOT</u> | <u>COMPANION LOT</u> |
| Width - Minimum | 61 cm (24") | 75 cm (30") |
| Width - Maximum | 91 cm (36") | 198 cm (78") |
| Height - Minimum | 61 cm (24") | 61 cm (24") |
| Height - Maximum | 137 cm (54") | 137 cm (54") |
| Thickness - Minimum | 15 cm (6") | 15 cm (6") |
| Thickness - Maximum | 30 cm (14") | 30 cm (14") |

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- 15.16 Monument marker inscription and design shall be;
- (a) carving or engraving on the face of a monument tablet, or;
 - (b) a bronze plaque securely anchored to the face of the monument tablet with non-corrosive fasteners and / or an approved adhesive epoxy.
- 15.17 No inscription or ornamentation that is inconsistent with the dignity of adjacent lots, the Burial Park or community standards shall be placed on a monument.
- 15.18 No inscription, lettering or plaque shall be placed on the back or any side of a monument base or a monument tablet.
- 15.19 A monument with a design feature that is an integral part of a granite block may be permitted so long as the monument and design feature conform to the size specifications set out in these bylaws.
- 15.20 A lantern, vase, statue or other such fixture securely attached to a monument base in a manner approved by the Board and as an integral part of the design of the monument may be placed in combination with a monument providing such a feature is within the size specifications set out in these bylaws.
- 15.21 A monument in the form of a freestanding design shall not be permitted.
- 15.22 A book or pillow marker shall not be permitted on a lot designated for an upright monument.
- 15.23 No monument shall have any uncovered vertical joint.
- 15.24 No form of temporary candleholder, vase, lantern or other such fixture may be attached in any manner to a monument or placed adjacent to where a monument is installed.
- 15.25 A memorial supplier shall provide to the manager a minimum of twenty-four (24) hours notice, of which eight (8) hours shall be regular working hours, before a monument is delivered to or removed from the Burial Park. Such notice shall be in writing and in a form prescribed by the board.
- 15.26 Every memorial shall be installed by or under the direct supervision of a Burial Park employee and every installation shall take place during the regular business hours of the Burial Park.
- 15.27 The manager and the grounds operations supervisor shall have the authority to suspend the installation of memorials when weather or ground conditions are deemed unsuitable for safe, proper and effective installation of memorials.
- 15.28 Where weather and / or ground conditions may delay the installation of a memorial the Burial Park shall make a delayed installation as soon as is reasonably possible after conditions improve.

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- 15.29 Except as may be required in the course of regular maintenance or to accommodate an interment no memorial may be removed from a lot or subjected to inscription, secondary inscription, restoration, repair or any other work until the board receives an application and payment of any applicable fee set out in the schedule of rates from the rights holder or their successor for the work to be performed.
- 15.30 It shall be responsibility of a rights holder or their successor to keep in proper repair, at their expense and to the satisfaction of the board, a memorial on their lot. The board shall bear no responsibility or financial liability for the care, maintenance or restoration of a memorial.
- 15.31 Where a memorial may be in substantial disrepair or poses a safety hazard to Burial Park workers or the general public, the manager may, without prior notice, take such action as deemed necessary to repair or resolve the risk up to and including removal of a memorial from a lot and in each case at the expense of the rights holder or their successor.
- 15.32 The Board shall take such precautions as is reasonably appropriate to protect the property of a rights holder or their successor; however the Board assumes no liability for the loss of, or damage to, any memorial or part thereof except where such damage or loss is due to the gross negligence of the Board or its employees.
- 15.33 The manager shall have the authority to permit an exception to these bylaws only for the purpose of the installation of a memorial supplied under the auspices of the Department of Veterans Affairs, the Last Post Fund, the Commonwealth War Graves Commission or other government or emergency services institution. Application for such an exemption shall be made in writing by the appropriate organization to the manager of the Burial Park.
- 15.34 A monument design proposed for installation on three (3) or more contiguous lots belonging to a rights holder may be submitted to the manager for consideration. The manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of such a monument proposed.

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16.0 MEMORIALS: CREMATION MEMORIAL

- 16.1 For the purposes of this section of these bylaws, “cremation memorial” means a permanent memorial used or intended to be used for the memorialization of cremated remains or an individual who was cremated.
- 16.2 It shall be the responsibility of a rights holder or the legal representative of a deceased to make arrangements for the supply and installation of a cremation memorial for a deceased person. The board shall bear no responsibility or obligation to place or install at the board’s expense any form of temporary or permanent cremation memorial at an interment lot or remembrance site.
- 16.3 Every cremation memorial and the installation thereof shall conform to the approved and filed plan of the section in or feature on which it is proposed to be installed specifically and the general plan of the Burial Park.
- 16.4 No cremation memorial shall be installed until plans and specifications describing fully the cremation memorials proposed size, design, material, inscription and location have been submitted to the manager by a rights holder or their successor or a memorial supplier on behalf of a rights holder or their successor.
- 16.5 An application to install a cremation memorial shall be submitted to the manager in a form prescribed by the Board.
- 16.6 No cremation memorial shall be installed on a lot until;
- (a) the application for installation is approved by the manager;
 - (b) the applicable monument Care Fund contribution set out in the Schedule of Rates is paid to the Burial Park;
 - (c) all outstanding indebtedness to the Board relating to the lot, interment, the monument and monument installation has been paid in full.
- 16.7 Where a cremation memorial supplier is a business, organization or individual other than the Burial Park then it is the responsibility of the supplier to confirm the correct location for a cremation memorial proposed for installation and when supplying a companion memorial to further confirm the correct orientation of a companion inscription. The board shall bear no responsibility or financial liability for a cremation memorial where it can be shown these tasks were not performed by an outside supplier.
- 16.8 Where it may be determined a cremation memorial or its installation do not comply with these bylaws then a non-compliant cremation memorial may, without prior notice, be moved, reinstalled or permanently removed and placed in safekeeping by the board at the expense of a rights holder, their successor or their agent.
- 16.9 For this article of these bylaws a “tablet” means a cremation memorial for installation in the Garden, Grove or Island of Remembrance that shall conform to the uniform plan of the applicable section as established by the board and shall further comply with the following:

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- (a) only granite or bronze tablets will be allowed. From January 1, 1999, marble tablets will be allowed only where such installation is done to match an existing companion interment;
 - (b) granite tablets shall be either black or gray in colour, flat, smooth and polished, 25.4 cm (10") wide by 15.2 cm (6") deep and 2.3 cm (7/8") thick.
 - (c) where permitted, marble tablets shall be white in colour, flat smooth and unpolished, 25.4 cm (10") wide by 15.2 cm (6") deep and 2.3 cm (7/8") thick;
 - (d) on granite or marble tablets, letters and figures shall be carved into the surface to a depth of 0.3 cm (1/8") in a Roman Classic 2.3 cm (7/8") font;
 - (e) bronze tablets shall be brown in colour, 20.1 cm (8 1/4") wide by 11.4 cm (4 1/2") deep and not less than 1.3 cm (1/2") thick. The surface of a bronze tablet shall be flat and letters and figures shall be a block style font, polished, raised not more than 1.0 cm (1/4") above the surface and not larger than 1.9 cm (3/4") in size;
 - (f) tablet inscriptions shall be composed of three (3) lines centered; the first line denoting the given name or names, initials, title, rank, etc. of a deceased as space will permit; the second line denoting the surname of a deceased, and the third line denoting a year of birth and a year of death;
 - (g) a proposal to deviate from a tablet format set out above may be submitted to the manager for consideration where the manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of the proposed tablet format;
 - (h) tablets shall be anchored to and form part of a concrete liner cap, the surface of the tablet being set flush with the concrete in the dimensions of 35.5 cm (14") wide by 25.4 cm (10") deep and 7.6 cm (3") thick;
 - (i) tablets shall be supplied, mounted and installed by the board to ensure the uniform appearance of the Garden, Grove and Island of Remembrance is maintained at all times.
- 16.10 For this article of these bylaws an "inscription" means the engraving of lettering installed as a cremation memorial on a niche in the Columbarium Grove and that shall conform with the uniform plan of a columbarium therein as established by the board and shall further comply with the following;
- (a) where a niche shutter is engraved, the inscription shall be carved into the granite surface to a depth of 0.3 cm (1/8") in Roman Classic 2.3 cm (7/8") font;
 - (b) where bronze lettering is used, the letters and figures shall be affixed individually to the surface of the niche shutter and shall be bronze, polished and in a Roman Classic 2.3 cm (7/8") font;
 - (c) inscription for a single niche shall be composed of three (3) lines centered; the first line denoting the given name or names, initials, title, rank, etc. of a deceased as space permits; the second line denoting the surname of a deceased; the third line denoting a year of birth and a year of death;
 - (d) inscription for companion niches shall be composed of six (6) lines centered. The first line denoting the family surname of a deceased; the second line denoting the first

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interment given name(s), initials, title, rank, etc of a deceased as space permits; the third line denoting the first interment year of birth and year of death. The fourth line denoting the given name(s), initials, title, rank, etc of a deceased as space permits of the second interment; the fifth line denoting the year of birth and year of death of the second interment, and; the sixth line to consist of a sentiment or phrase, as space permits, that is in keeping with the dignity of the Burial Park, adjacent niches and community standards;

- (e) a proposal to deviate from an inscription layout format set out above may be submitted to the manager for consideration where the manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of the proposed inscription format;
 - (f) inscriptions for a family niche shutter shall be composed of six (6) lines centered, where; the proposed inscription layout format shall be submitted to the manager for consideration; where the manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of the proposed inscription forma, and; where no family niche shutter inscription that is inconsistent with the dignity of adjacent niches, the Burial Park or community standards will be approved for installation;
 - (g) a flower vase of a design supplied and installed by the board may be installed on a niche shutter in the Columbarium Grove, where; a vase will be installed in a location that maintains a uniform appearance throughout the Columbarium Grove area; not more than one (1) vase may be installed on a single or companion niche shutter, and; not more than two (2) vases may be installed on a family niche shutter;
 - (h) Inscriptions and vases for a columbaria niche in the Columbarium Grove shall be made, supplied, mounted and installed by the board, at a rights holder or their successors expense, so as to ensure a uniform appearance of the Columbarium Grove is maintained at all times.
- 16.11 A cremation memorial proposed for installation on a standard adult in-ground interment lot where the secondary interment of cremated remains has or may be made or for a fraction cremation lot shall comply with the following provisions:
- (a) for the interment of the cremated remains of one (1) individual, the memorial shall be not less than 50.8 cm (20") wide by 30.4 cm (12") deep and not more than 71.1 cm (28") wide by 45.7 cm (18") deep;
 - (b) for the interment of the cremated remains of two (2) individuals in a cremation lot designated for a companion interment the memorial shall be not less than 50.8 cm (20") wide by 30.4 cm (12") deep and not more than 76.2 cm (30") wide by 71.1 cm (28") deep;
 - (c) a bronze memorial, that does not exceed the dimension set out above, for single or companion cremation interment may be permitted so long as the bronze memorial is installed on granite or a concrete base, and;
 - (d) when on a granite base, the base is of a size and colour that conforms to the plan of the Burial Park; is both wider and longer than the bronze memorial with a border of 5.1 cm (2") of the base surface exposed on all sides; the base top, bottom and sides are smooth

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sawn; the bronze plaque is cast with no less than four (4) integral bosses that are tapped or drilled to receive anchor lugs or bolts for attachment to a base, and; where all bosses, lugs and bolts shall be made of a non-corroding metal similar to the memorial, or;

- (e) when installed on a concrete base shall be attached to a reinforced concrete base, made and supplied by the Burial Park at a rights holder's or their successors expense, and shall be limited in size to the same outer dimensions of the bronze plaque used;
 - (f) a granite memorial, or in the case of a bronze memorial the combination of the bronze plaque and the concrete base it is mounted on, shall be no less than 7 cm (3") and no more than 13 cm (5") in thickness;
 - (g) no inscription or design that is inconsistent with the dignity of adjacent lots, the Burial Park or community standards shall be placed on a cremation memorial;
 - (h) no upright candleholder, vase, lantern, surface mounted photograph or other such fixture may be attached to a cremation memorial.
- 16.12 A memorial supplier shall provide to the manager a minimum of twenty-four (24) hours notice, of which eight (8) hours shall be regular working hours, before a cremation memorial is delivered to or removed from the Burial Park. Such notice shall be in writing and in a form prescribed by the board.
- 16.13 Every memorial shall be installed by or under the direct supervision of a Burial Park employee and every installation shall take place during the regular business hours of the Burial Park.
- 16.14 The manager and the grounds operations supervisor shall have the authority to suspend the installation of memorials when weather or ground conditions are deemed unsuitable for safe, proper and effective installation of memorials.
- 16.15 Where weather and / or ground conditions may delay the installation of a memorial the Burial Park shall make a delayed installation as soon as is reasonably possible after conditions improve.
- 16.16 Except as may be required in the course of regular maintenance or to accommodate an interment, no memorial may be removed from a lot or subjected to inscription, secondary inscription, restoration, repair or any other work until the board receives an application and payment of any applicable fee set out in the schedule of rates from the rights holder or their successor for the work to be performed.
- 16.17 It shall be responsibility of a rights holder or their successor to keep in proper repair, at their expense and to the satisfaction of the board, a memorial on their lot. The board shall bear no responsibility or financial liability for the care, maintenance or restoration of a memorial.

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- 16.18 Where a memorial may be in substantial disrepair or poses a safety hazard to Burial Park workers or the general public, the manager may, without prior notice, take such action as deemed necessary to repair or resolve the risk up to and including removal of a memorial from a lot and in each case at the expense of the rights holder or their successor.
- 16.19 The Board shall take such precautions as is reasonably appropriate to protect the property of a rights holder or their successor; however the Board assumes no liability for the loss of, or damage to, any memorial or part thereof except where such damage or loss is due to the gross negligence of the Board or its employees.
- 16.20 The manager shall have the authority to permit an exception to these bylaws only for the purpose of the installation of a memorial supplied under the auspices of the Department of Veterans Affairs, the Last Post Fund, the Commonwealth War Graves Commission or other government or emergency services institution. Application for such an exemption shall be made in writing by the appropriate organization to the manager of the Burial Park.
- 16.22 A private columbaria, niche bench, memorial planting or other form of personalized cremation memorial, or a cremation memorial design proposed for installation on three (3) or more contiguous lots, or a cremation memorial for a singular, custom location within the Burial Park may be submitted to the manager for consideration to be allowed in the Burial Park. The manager shall have the authority to approve for installation, require modification before installation or refuse to permit installation of such a cremation memorial proposed.

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17.0 COLUMBARIUM GROVE: MEMORIAL WOODS

- 17.1 The bylaws 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 area identified as the Columbarium Grove-Memorial Woods (“the Memorial Woods”).
- 17.2 Only cremated remains may be interred at a lot in the Memorial Woods.
- 17.3 The selection of a lot, interment of cremated remains, and installation or inscription of a memorial at a lot in the Memorial Woods shall be subject to the payment of the applicable fee for those goods provided or services performed as set out in the schedule of rates of the Burial Park.
- 17.4 The disposition of cremated remains at a lot in the Memorial Woods shall be completed by burial or inurnment only.
- 17.5 The maximum number of cremated remains that may be interred at a Memorial Woods lot shall be limited to:
- (a) for a lot designated for one (1) memorial feature, the interment of the cremated remains of not more than six (6) individuals is permitted;
 - (b) for a lot designated for not more than two (2) memorial features, the interment of the cremated remains of not more than twelve (12) individuals is permitted;
 - (c) for a lot designated to a maximum of four (4) memorial features, the interment of the cremated remains of not more than eighteen (18) individuals is permitted.
- 17.6 The interment of cremated remains in a Memorial Woods lot shall be performed or supervised by an employee of the Burial Park and shall be conducted and completed within the regular interment service hours of the Burial Park.
- 17.7 In the Memorial Woods lots, the burial of cremated remains contained in an urn is prohibited.
- 17.8 The scattering of cremated remains on the surface of a Memorial Woods lot or in any other area of the Memorial Woods is prohibited.
- 17.9 Where it can be determined an unauthorized scattering or interment of cremated remains has occurred in the Memorial Woods the manager shall have the authority, without prior notice, to remove and dispose of the recoverable unauthorized cremated remains in a dignified manner in a common scattering area of the Burial Park.
- 17.10 The selection and use of a lot in the Memorial Woods is made ‘as is’ and based on the appearance of a lot at the time of selection and with the understanding the Memorial Woods area is designed to retain a fully natural state of forestation, plant growth and ground cover at all times.

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- 17.11 The board shall have the authority to, without prior notice, enlarge, re-plot, change or remove plantings, prune, grade, alter in shape or size, or otherwise change the Memorial Woods subject only to compliance with the cemetery act.
- 17.11 No tree, shrub, flowering or other plant may be planted in any part of the Memorial Woods or on a Memorial Woods lot without the consent of the manager.
- 17.12 The board will maintain a list of plants authorized for planting in the Memorial Woods. All planting in the Memorial Woods shall be performed by an employee of the Burial Park and shall take place at a time that is seasonally optimal for the plants to be placed.
- 17.13 Where it can be determined an unauthorized planting has occurred in the Memorial Woods the manager shall have the authority, without prior notice, to remove, transplant or dispose of an unauthorized planting in an appropriate manner at a location of the manager's choosing.
- 17.14 The scattering or interment of cremated remains at a Memorial Woods lot shall not proceed until a permanent memorial feature has been installed on the Memorial Woods lot where the interment or scattering is proposed.
- 17.15 A lot in the Memorial Woods shall, as its primary form of memorialization, have a memorial feature that is installed above the ground and that complies in every way with these bylaws.
- 17.16 The number of memorial features that may be permitted on a Memorial Woods lot shall be that number set out in the lot plan of the Memorial Woods.
- 17.17 For a Memorial Woods lot that:
- (a) is designated for one (1) memorial, the memorial shall fit within a lot selected and, at the maximum outside dimension, shall not be any closer than 15 cm (6 in.) to the lot boundary;
 - (b) is designated for multiple memorials, all of the memorials shall fit within a lot selected and, at their maximum outside dimensions, shall not be any closer than 45 cm (18 in.) to the lot boundary;
 - (c) may permit the installation of a memorial bench or other unique memorial feature, the bench or feature shall fit within a lot selected and, at the maximum outside dimension, shall not be any closer than 15 cm (6 in.) to the lot boundary.
- 17.18 Where a memorial bench may be permitted on a Memorial Woods lot the bench shall:
- (a) be supplied by the board, or:
 - (b) if supplied from a source other than the board then the bench shall be of a design and constructed to a certified commercial use standard and be of a style compatible with the natural setting of the Memorial Woods.
- 17.19 A memorial proposed for installation on a Memorial Woods lot shall be limited to a height of not greater than 1.8 metres (6 feet).

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- 17.20 No memorial shall be installed on a Memorial Woods lot until plans and specifications describing fully its proposed design, material, method of construction, inscription and location have been submitted to the manager in a form prescribed by the Board.
- 17.21 A memorial for a Memorial Woods lot shall be of a design that will, at the time of its initial installation, see the memorial remain permanently on a lot. The secondary or additional inscription of the memorial shall be made to the memorial on-site at the Burial Park and on its lot in the Memorial Woods.
- 17.22 The removal of a memorial from the Memorial Woods for a secondary or additional inscription is prohibited. This prohibition reflects the fact that the removal and reinstallation of established memorials may cause severe and irreparable damage to the ecosystem of the lot, adjacent lots or memorial and the Memorial Woods in general.
- 17.23 For a memorial proposed for a Memorial Woods lot, the manager shall have the authority - where circumstances dictate – to require a concrete foundation, supplied and installed by the board to a design and specifications established by the board, and at the rights holder or their successor’s expense be installed on a lot for the memorial to be installed.
- 17.24 No memorial shall be installed on a Memorial Woods lot until;
- a) the application is approved by the manager;
 - b) all outstanding indebtedness to the board relating to the lot, interment, scattering, the memorial and memorial installation has been paid in full.
- 17.25 Where incorrect dimensions, specifications or locations are given on a memorial installation application signed by a rights holder, their successor or a memorial supplier the memorial shall be removed and reinstalled by the Board at the expense of the lot/rights holder or their successors or agents.
- 17.26 Every memorial for the Memorial Woods shall be constructed of granite, bronze, granite and bronze or such other approved material(s) of a permanent nature that conform to the specifications outlined in these bylaws.
- 17.27 No inscription or ornamentation that is inconsistent with the dignity of adjacent lots, the Burial Park or community standards shall be placed on a Memorial Woods memorial.
- 17.28 A flower vase, of a design approved by the manager, which is an integral part of the design of a memorial may be permitted on a memorial for a Memorial Woods lot.
- 17.29 No surface mounted candleholder, lantern or other fixture that may provide for the use of an open flame permitted on a lot in the Memorial Woods.
- 17.30 A vase, statue or other fixtures securely affixed to a Memorial Woods memorial, in a manner approved by the manager, may be permitted in combination with a memorial providing the feature is within the other specifications set out in these bylaws.

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- 17.31 A memorial supplier shall provide to the manager a minimum of twenty-four (24) hours notice, of which eight (8) hours shall be regular working hours, before a cremation memorial is delivered to or removed from the Burial Park. Such notice shall be in writing and in a form prescribed by the board.
- 17.32 Every memorial shall be installed by or under the direct supervision of a Burial Park employee and every installation shall take place during the regular business hours of the Burial Park.
- 17.33 The manager and the grounds operations supervisor shall have the authority to suspend the installation of memorials when weather or ground conditions are deemed unsuitable for safe, proper and effective installation of memorials.
- 17.34 Where weather and / or ground conditions may delay the installation of a memorial the Burial Park shall make a delayed installation as soon as is reasonably possible after conditions improve.
- 17.35 It shall be responsibility of a rights holder or their successor to keep in proper repair, at their expense and to the satisfaction of the board, a memorial on their lot in the memorial Woods. The board shall bear no responsibility or financial liability for the care, maintenance or restoration of a memorial.
- 17.36 Where a memorial in the Memorial Woods may be in substantial disrepair or poses a safety hazard to Burial Park workers or the general public, the manager may, without prior notice, take such action as deemed necessary to repair or resolve the risk up to and including removal of a memorial from a lot and in each case at the expense of the rights holder or their successor.
- 17.38 The Board shall take such precautions as is reasonably appropriate to protect the property of a rights holder or their successor; however the Board assumes no liability for the loss of, or damage to, any memorial or part thereof except where such damage or loss is due to the gross negligence of the Board or its employees.
- 17.39 The manager shall have the authority to permit an exception to these bylaws only for the purpose of the installation of a memorial supplied under the auspices of the Department of Veterans Affairs, the Last Post Fund, the Commonwealth War Graves Commission or other government or emergency services institution. Application for such an exemption shall be made in writing by the appropriate organization to the manager of the Burial Park.

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18.0 COLUMBARIUM GROVE: BOOK OF REMEMBRANCE

- 18.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the provision of a scattering of cremated remains, memorialization, visitation and all other activities related to the feature identified as the Columbarium Grove - Book of Remembrance ("the memorial book").
- 18.2 Only cremated remains may be scattered at the ossuary at the memorial book.
- 18.3 The scattering of cremated remains and installation or inscription of a memorial at the memorial book shall be subject to the payment of the applicable fee for those goods provided or services performed as set out in the schedule of rates of the Burial Park.
- 18.4 The disposition of cremated remains to be memorialized at the memorial book shall be limited to the following:
- (a) the permanent, non-recoverable, enclosed scattering of cremated remains in the memorial book ossuary, or;
 - (b) the permanent, non-recoverable, surface scattering of cremated remains in an approved common ground scattering area of the Burial Park.
- 18.5 Where it can be determined that the unauthorized scattering of cremated remains has occurred within proximity to a memorial book the manager shall have the authority, without prior notice, to retrieve and dispose of the cremated remains in a dignified manner in a common ground scattering area of the Burial Park.
- 18.6 No tree, shrub, flower or other plant may be planted in proximity to the memorial book without the consent of the manager.
- 18.7 Only one (1) individual may be memorialized on a memorial space on the memorial book.
- 18.8 A memorial book space shall, as its sole form of memorialization, have a plaque that complies with the specifications set out here:
- (a) a memorial plaque for the memorial book shall be made of cast bronze;
 - (b) a bronze plaque shall be 10mm (4") wide by 7.5 mm (3") high and not more than 1 mm (1/4") thick. The surface of a plaque shall be flat, painted forest green in colour and letters and numerals shall be 1.0 mm (1/2") high, chased and buffed and shall not protrude more than 0.1 mm (1/4") above the flat surface of the plaque;
 - (c) a plaque inscription may be composed of five (5) lines where; the first line denotes a surname; the second line denotes the given name or names, initials, title, rank, etc. as space will permit; the third line denotes a year of birth and a year of death; and the fourth and fifth lines denote a sentiment as may fit on the plaque.
 - (d) plaques shall be permanently anchored to the memorial book using a method approved by the manager;
 - (e) every plaque for the memorial book shall be supplied and installed by the board to ensure that uniform quality and consistency of appearance of the memorial book is maintained at all times.

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- 18.9 A memorial plaque shall not be installed on the memorial book until;
- (a) an installation application, in a form prescribed by the board, is approved by the manager;
 - (b) the applicable contribution set out in the schedule of rates is paid to the care fund as required by the cemetery act;
 - (c) all outstanding indebtedness to the board relating to the memorial space and plaque installation has been paid in full.
- 18.10 No inscription that is inconsistent with the dignity of adjacent memorial book spaces, the Burial Park or community standards shall be placed on a memorial book plaque.
- 18.11 The manager shall have the authority to stipulate the order of placement of plaques on the memorial book.
- 18.12 No form of personalized or individual flower vase is permitted for temporary or permanent installation in proximity to the memorial book.
- 18.13 Other than a bronze memorial plaque no adornment, decoration, surface mounted candleholder, vase, lantern or other fixture may be attached to the memorial book. Where an unauthorized item is found to be present the manager shall have the authority, without prior notice, to remove and dispose of the item in an environmentally appropriate manner.
- 18.14 The installation of a plaque on the memorial book shall be performed only by an employee of the Burial Park and shall take place only during regular business hours of the Burial Park. The manager shall have the authority to suspend installation of memorial book plaques in the event weather conditions are deemed unsuitable for installation.
- 18.15 The board shall take such precautions to protect and maintain the memorial book and its attached plaques as is reasonably appropriate. Minor scraping of the memorial book foundation or base due to turf maintenance is considered by the board to be normal wear.
- 18.16 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 memorial book site at its discretion and subject only to compliance with the cemetery act.

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19.0 GARDEN OF REMEMBRANCE - MEMORIAL WALL

- 19.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the provision of a scattering of cremated remains, memorialization, visitation and all other activities related to the feature identified as the Garden of Remembrance - Memorial Wall ("the memorial wall").
- 19.2 The scattering of cremated remains and installation or inscription of a memorial at the memorial wall shall be subject to the payment of the applicable fee for those goods provided or services performed as set out in the schedule of rates of the Burial Park.
- 19.3 The disposition of cremated remains to be memorialized at the memorial wall shall be limited to the following:
- (a) the permanent, non-recoverable, enclosed scattering of cremated remains in the Columbarium Grove - Memorial Book ossuary, or;
 - (b) the permanent, non-recoverable, surface scattering of cremated remains in an approved common ground scattering area of the Burial Park.
- 19.4 Where it can be determined that the unauthorized scattering of cremated remains has occurred within proximity to the memorial wall the manager shall have the authority, without prior notice, to retrieve and dispose of the cremated remains in a dignified manner in a common ground scattering area of the Burial Park.
- 19.5 No tree, shrub, flower or other plant may be planted in proximity to the memorial book without the consent of the manager.
- 19.6 Only one (1) individual may be memorialized on a memorial space on the memorial wall.
- 19.7 A memorial wall space shall, as its sole form of memorialization, have a plaque that complies with the specifications set out here:
- (a) a memorial plaque for the memorial wall shall be made of cast bronze;
 - (b) a bronze plaque shall be 10mm (4") wide by 7.5 mm (3") high and not more than 1 mm (1/4") thick. The surface of a plaque shall be flat, painted dark brown in colour and letters and numerals shall be 1.0 mm (1/2") high, chased and buffed and shall not protrude more than 0.1 mm (1/4") above the flat surface of the plaque;
 - (c) a plaque inscription may be composed of five (5) lines where; the first line denotes a surname; the second line denotes the given name or names, initials, title, rank, etc. as space will permit; the third line denotes a year of birth and a year of death; and the fourth and fifth lines denote a sentiment as may fit on the plaque.
 - (d) a plaque shall be permanently anchored to the memorial wall using a method approved by the manager;
 - (e) every plaque for the memorial wall shall be supplied and installed by the board to ensure that uniform quality and consistency of appearance of the memorial wall is maintained at all times.
- 19.8 A memorial plaque shall not be installed on the memorial wall until;

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- (a) an installation application, in a form prescribed by the board, is approved by the manager;
 - (b) the applicable contribution set out in the schedule of rates is paid to the care fund as required by the cemetery act;
 - (c) all outstanding indebtedness to the board relating to the memorial space and plaque installation has been paid in full.
- 19.9 No inscription that is inconsistent with the dignity of adjacent memorial book spaces, the Burial Park or community standards shall be placed on a memorial wall plaque.
- 19.10 The manager shall have the authority to stipulate the order of placement of plaques on the memorial wall.
- 19.11 No form of personalized or individual flower vase is permitted for temporary or permanent installation in proximity to a memorial wall plaque.
- 19.12 Other than a bronze memorial plaque no adornment, decoration, surface mounted candleholder, vase, lantern or other fixture may be attached to the memorial wall. Where an unauthorized item is found to be present the manager shall have the authority, without prior notice, to remove and dispose of the item in an environmentally appropriate manner.
- 19.13 The installation of a plaque on the memorial wall shall be performed by by an employee of the Burial Park and shall take place only during regular business hours of the Burial Park. The manager shall have the authority to suspend installation of memorial wall plaques in the event weather conditions are deemed unsuitable for installation.
- 19.14 The board shall take such precautions to protect and maintain the memorial wall and its attached plaques as is reasonably appropriate.
- 19.15 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 memorial book site at its discretion and subject only to compliance with the cemetery act.

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20.0 MEMORIALIZATION OF PLANTS AND TREES

- 20.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the memorialization of plants and trees (“memorial plantings”) in the Burial Park.
- 20.2 The selection of a memorial planting and placement of a memorial at the planting site shall be subject to the payment of the applicable fee for those goods provided or services performed as set out in the schedule of rates of the Burial Park.
- 20.3 The scattering of cremated remains at an existing memorial planting site is prohibited. Where it can be determined that the unauthorized scattering of cremated remains has occurred in proximity to a memorial planting site the manager shall have the authority, without prior notice, to retrieve and dispose of the cremated remains in a dignified manner in a common ground scattering area of the Burial Park.
- 20.4 No tree, shrub, flower or other plant may be planted or memorialized in in the Burial Park without the prior approval of the manager.
- 20.5 A memorial planting shall, as its sole form of memorialization, have a memorial of a design approved by the board.
- 20.6 Every memorial for a memorial planting shall be supplied and installed by the board to ensure that uniform quality and consistency of appearance of memorial planting sites is maintained at all times.
- 20.7 A memorial shall not be installed at a memorial planting site until;
- (d) an installation application, in a form prescribed by the board, is approved by the manager;
 - (e) the applicable contribution set out in the schedule of rates is paid to the care fund as required by the cemetery act;
 - (f) all outstanding indebtedness to the board relating to the memorial planting, the memorial and memorial installation has been paid in full.
- 20.8 No inscription that is inconsistent with the dignity of adjacent plantings, the Burial Park or community standards shall be placed at a memorial planting site.
- 20.9 The manager shall have the authority to stipulate the order of placement of plaques on the memorial wall.
- 20.10 No form of personalized or individual flower vase is permitted for temporary or permanent installation in proximity to a memorial planting site.
- 20.11 Other than an approved memorial, no adornment, decoration, surface mounted candleholder, vase, lantern or other fixture may be placed at a memorial planting site. Where an unauthorized

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item is found to be present the manager shall have the authority, without prior notice, to remove and dispose of the item in an environmentally appropriate manner.

- 20.12 The installation of a memorial planting and a memorial at a memorial planting site shall be performed by by an employee of the Burial Park and shall take place only during regular business hours of the Burial Park. The manager shall have the authority to suspend installation of a memorial planting and a memorial at a memorial planting site in the event weather conditions or seasonal planting considerations are deemed unsuitable for installation.
- 20.13 The board shall take such precautions to protect and maintain a memorial planting and a memorial at a memorial planting site as is reasonably appropriate. Where a dedicated memorial plant may die, the board shall have the authority, without prior notice, to replace the dead plant with a new plant of a similar variety and species.
- 20.14 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 site of a memorial planting at its discretion and subject only to compliance with the cemetery act.

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OF

ROYAL OAK BURIAL PARK, CREMATORIUM and MAUSOLEUM

4673 FALAISE DRIVE ~ VICTORIA ~ BC ~ V8Y 1B4

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21.0 SECTION 'W'

21.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the purchase of an interment right, use and visitation of a lot and the provision of services in section 'W' of the Burial Park.

21.2 A lot in section 'W' designated as:

(a) **Flat Marker Lot:** shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Flat Marker section of the Burial Park bylaws.

(b) **Upright Monument Lot:** shall have as its primary form of memorialization an upright monument that complies in every way with the Upright Monument section of the Burial Park bylaws.

(c) **Memorial Wall Lot:** shall have as its primary form of memorialization a bronze marker supplied and installed by the Board at a lot/rights holder or their successors expense that conforms to the uniform plan of the Memorial Wall and more specifically shall be:

i. For a single lot/interment, a bronze plaque that is 35.5 cm (14") in height by 65.9 cm (24") in width. The plaque shall be cast with four (4) integral bosses on the underside that are tapped to receive anchor bolts and the bolts shall be non-corroding and made of a material similar in metal content to the plaque;

ii. For a companion lot/interment, a bronze plaque that is 35.5 cm (14") in height by 111.8 cm (44") in width. The plaque shall be cast with six (6) integral bosses on the underside that are tapped to receive anchor bolts and the bolts shall be non-corroding and made of a material similar in metal content to the plaque;

iii. Bronze plaques for the Memorial Wall shall meet the following element content criteria:

| | | |
|----------------|-----------|----------|
| Copper | Min. 85% | Max. 88% |
| Zinc | Min. 4.5% | Max. 6% |
| Tin | Min. 5% | Max. 6% |
| Lead | Min. 1.5% | Max. 5% |
| Other Elements | | Max. 1% |

iv. Letters, numerals and ornamentation shall be chased and buffed and shall not protrude more than 1.2 cm (1/2") above the flat surface of the plaque.

v. The number of names or scrolls placed on a Memorial Wall marker is subject to the dimensions of the marker and any scroll shall be attached securely to the marker by not less than two (2) bronze bolts.

(d) **Single Fraction Cremation Lot:** shall be comprised of space suitable for the interment of the cremated remains of one (1) individual and such a lot shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Cremation Memorials section of the Burial Park bylaws.

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- (e) **Companion Fraction Cremation Lot:** shall be comprised of space suitable for the interment of the cremated remains of not more than two (2) individuals and such a lot shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Cremation Memorials section of the Burial Park bylaws.
- 21.3 A reinforced concrete foundation is required for an upright monument in section W. The foundation shall be installed in the space designated in the lot by the Board for a monument and shall be built to a design established by the Board and installed by the Board at a rights holder's or their successor's expense.

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22.0 SECTION 'T': THE TERRACES and PHASE II

- 22.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the purchase of an interment right, use and visitation of a lot and the provision of services in section 'T' of the Burial Park.
- 22.2 In Section T:
- (a) The Terraces (Terraces) is the area of land occupied by those plots and the lots identified as Section T – Plot 1 through Section T – Plot 30, and;
 - (b) Phase II (Ph II) is the area of land occupied by those plots and the lots therein identified as Section T – Plot 31 through Section T – Plot 59.
- 22.3 In section T the Terraces or Ph II a lot designated:
- (a) **Flat Marker Lot:** shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Flat Marker section of the Burial Park bylaws;
 - (b) **Pillow Marker Lot:** shall have as its primary form of memorialization a pillow marker that complies in every way with the Pillow Marker section of the Burial Park bylaws.
 - (c) **Upright Monument Lot:** shall have as its primary form of memorialization an upright monument that complies in every way with the Upright Monument section of the Burial Park bylaws, and more specifically, the inscription on the monument shall be restricted to the front of the monument and the front of the base only. No monument with an inscription or attachment on the back or sides of the tablet or the base of the monument shall be permitted in the Terraces or Ph II areas of Section T.
 - (d) **Single Fraction Cremation Lot:** shall be comprised of space suitable for the interment of the cremated remains of one (1) individual and such a lot shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Cremation Memorials section of the Burial Park bylaws.
 - (e) **Companion Fraction Cremation Lot:** shall be comprised of space suitable for the interment of the cremated remains of not more than two (2) individuals and such a lot shall, for memorialization, be limited to a memorial marker installed flush to the ground that complies in every way with the Cremation Memorials section of the Burial Park bylaws.
- 22.4 A reinforced concrete foundation is required for an upright monument in section T. The foundation shall be installed in the space designated in the lot by the Board for a monument and shall be built to a design established by the Board and installed by the Board at a rights holder's or their successor's expense.

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23.0 SECTION T – CREMATION TERRACES: COLUMBARIA

- 23.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the purchase of an interment right, use and visitation of a lot and the provision of services in the area designated section 'T' – Cremation Terraces: Columbaria of the Burial Park.
- 23.2 Section T - Cremation Terraces: Columbaria are those columbaria located in the area of land occupied by those plots and the lots therein identified as Section T – Plot 26 through Section T – Plot 29.
- 23.3 Every interment and memorial inscription in a Terraces columbaria niche shall be supplied, performed and installed by the Board to ensure the uniform appearance and standard of workmanship of the Terraces columbaria can be maintained at all times.
- 23.4 For every interment into a Terraces niche the cremated remains shall be enclosed in an urn or multiple urns limited in design and material only insofar as they can be reasonably accommodated within the interior space of the niche selected.
- 23.5 For a section T – Cremation Terraces: Columbaria lot designated:
- (a) **SINGLE / COMPANION Niche:** the maximum number of interments permitted in the niche shall be the cremated remains of not more than two (2) individuals;
 - (b) **COMPANION / FAMILY Niche:** the maximum number of interments permitted in the niche shall be the cremated remains of not more than four (4) individual;
 - (c) **FAMILY ESTATE COLUMBARIA:** the maximum number of interments permitted in the family columbaria shall be the cremated remains of not more than sixteen (16) individuals.
- 23.6 Every Terrace niche shutter shall be engraved to a format and standard established, supplied and installed by the Board.
- 23.7 Only approved memorial inscriptions shall be permitted on a Terraces niche where said memorial inscriptions shall be either of:
- 1) An engraved inscription:
 - a) Limited to a maximum of six (6) lines of text;
 - b) Names shall be engraved in CAPITAL letters in Corbel Bold 76 point font;
 - c) Dates shall be engraved in Corbel Regular 60 point font;
 - i. Dates engraved on a single line shall be in the format of day / month / year (e.g. 26 Sep 2010) and the months shall be abbreviated to three (3) letters;
 - ii. Dates engraved on separate lines shall be in the format of day / month / year (e.g. 26 September 2010) and the month shall be spelled out in full;
 - d) Epitaphs shall be engraved in Corbel Italic 60 point font;
 - e) Punctuation marks and symbols may be permitted on a limited basis and only as may be appropriate for an inscription's content;

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- f) Every line of permitted inscription is limited by the space available on the niche shutter and shall not be any closer than 2.5 mm (1.0 inch) from any shutter edge;
 - g) Artwork shall not be permitted on a SINGLE / COMPANION Terrace niche shutter;
 - h) Artwork may be permitted on a COMPANION / FAMILY or FAMILY ESTATE COLUMBARIA Terrace niche shutter so long as the artwork along with the any memorial inscription are not any closer than 2.5mm (1.0 inch) to any edge of the shutter being engraved.
 - i) Inscriptions and designs proposed for a FAMILY or FAMILY ESTATE COLUMBARIA Terrace niche shutter shall be submitted to the Board for approval.
- 2) A bronze plaque:
- a) Of a design and style selected, supplied and installed by the Burial Park so as to ensure consistency of quality, material, design and aesthetic of the Terraces Columbaria;
 - b) That is a minimum of 25.5mm (10.0 in.) high by 25.5mm (10.0 in.) wide and for larger niche shutters not more than 25.5mm (10.0 in.) high and a width that is not any closer than 2.5mm (1.0 in.) to the side edge of a shutter;
 - c) Inscriptions shall be limited to a maximum of six (6) lines of text;
 - d) Names shall be cast in CAPITAL letters in Arial 55 point font;
 - e) Dates shall be cast in Arial 50 point font;
 - i. Dates cast on a single line shall be in the format of day / month / year (e.g. 26 Sep 2010) and the months shall be abbreviated to three (3) letters;
 - ii. Dates cast on separate lines shall be in the format of day / month / year (e.g. 26 September 2010) and the month shall be spelled out in full;
 - f) Epitaphs shall be cast in Arial 50 point font;
 - g) Punctuation marks and symbols may be permitted on a limited basis and only as may be appropriate for an inscription's content;
 - h) Artwork shall not be permitted on a SINGLE / COMPANION Terrace niche shutter;
 - i) Artwork may be permitted on a COMPANION / FAMILY or FAMILY ESTATE COLUMBARIA Terrace niche shutter so long as the artwork along with the any memorial inscription are not any closer than 2.5mm (1.0 inch) to any edge of the shutter being engraved.
 - j) Inscriptions and designs proposed for a FAMILY or FAMILY ESTATE COLUMBARIA Terrace niche shutter shall be submitted to the Board for approval.
- 23.8 No inscription or artwork that is inconsistent with the dignity of the Burial Park, adjacent niches or community standards shall be approved for installation and the Board shall have the sole authority to determine the appropriateness of any inscription.
- 23.9 No flower vase of any type or any other extraneous object or item shall be attached to any Terrace niche shutter, shelf or any part of a Terrace Columbaria. The Board shall have the authority to remove, without prior notice, and dispose of any unauthorized item placed at a Terraces niche.

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24.0 SECTION T – CREMATION TERRACES: IN-GROUND CREMATION LOTS

- 24.1 In addition to the general Bylaws, Rules and Regulations and Schedule of Rates of Royal Oak Burial Park (the Burial Park), the following rules and regulations shall further apply to the provision of interment rights, interment services, memorialization, visitation and all other activities related to the area identified as the Cremation Terraces – Section T - Plots 26, 27, 28 and 29 (the Cremation Terraces).
- 24.2 To ensure a uniform appearance, quality of product and standard of workmanship of memorial product supplied or installed in the Cremation Terraces is maintained at all times the Burial Park shall;
- (a) perform every interment;
 - (b) establish a standard for and supply every liner, vault or ossuary vessel for the in-ground or above-ground interment of cremated remains, and;
 - (c) install every memorial, memorial marker or other memorial object proposed for installation at a Cremation Terraces lot.
- 24.3 The fee to purchase an interment right, make an interment and have a memorial product supplied and/or installed by the Burial Park shall be those fees set out in the Burial Park Schedule of Rates as may currently be in force at the time of purchase.
- 24.4 Interment rights for the Cremation Terraces shall be assigned to lots designated as follows;
- (a) **SINGLE/COMPANION FLAT MARKER LOT:** a lot that will accommodate the in-ground interment of the cremated remains of not more than two (2) persons;
 - (b) **COMPANION/FAMILY FLAT MARKER LOT:** a lot that will accommodate the in-ground interment of the cremated remains of not more than four (4) persons;
 - (c) **COMPANION/FAMILY PILLOW MARKER/UPRIGHT MONUMENT LOT:** a lot that will accommodate the in-ground interment of the cremated remains of not more than four (4) persons;
 - (d) **OSSUARY VESSEL ESTATE:** a lot with a pre-installed cremated remains ossuary vessel that will accommodate the interment of cremated remains in one of the following manners:
 - i. the interment of the cremated remains of not more than eight (8) persons enclosed in cremation urns into the ossuary vessel, or;
 - ii. the co-mingled interment of the un-enclosed cremated remains of not more than fourteen (14) persons into the ossuary vessel.
 - (e) **FAMILY ESTATE:** a lot that will accommodate the in-ground interment of the cremated remains of not more than eight (8) persons.
- 24.5 Every interment of cremated remains in a Cremation Terraces lot shall be consistent with the dignity of the Cremation Terraces, the Burial Park and general community standards.

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- 24.6 Every in-ground interment of cremated remains in a Cremation Terraces lot shall be made into a non-protective grave liner prescribed by the Burial Park the cost of which shall be included in the fee charged for the lot interment rights.
- 24.7 The interment of cremated remains enclosed in an urn into a Cremation Terraces lot shall be made in an urn or multiple urns limited in design and material only insofar as the urn can be accommodated within the interior space of the supplied grave liner, ossuary vessel or other memorial product designated for the lot being used.
- 24.8 The in-ground interment of cremated remains is not permitted in any Ossuary Vessel Estate lot in the Cremation Terraces.
- 24.9 The above-ground interment of cremated remains into a Cremation Terraces lot shall be made with or without an urn or other form of enclosure directly into the interior space of the ossuary vessel or other form of memorial designated for the lot being used.
- 24.10 The successive and multiple interments of unenclosed cremated remains into an ossuary vessel on an Ossuary Vessel Estate lot shall result in the irreversible co-mingling of the cremated remains so interred.
- 24.11 No memorial, memorial inscription or memorial design that is inconsistent with the dignity of the Burial Park, adjacent Cremation Terraces lots 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 any memorial or any memorial inscription.
- 24.12 Every memorial marker or any other memorial product proposed for a Cremation Terraces lot shall be installed by the Burial Park and according to the established lot and marker layout plan for the Cremation Terraces.
- 24.13 Permitted memorials for the Cremation Terraces lots are set out as follows, for a:
- (a) **SINGLE/COMPANION FLAT MARKER LOT:** shall have one (1) flat granite marker or a bronze plaque on a granite base installed flush with the ground in the dimensions of 20 inches wide by 12 inches deep by minimum 3 inches thick (20"W x 12"D x 3"T) and used for the remembrance of not more than two (2) persons.
 - (b) **COMPANION/FAMILY FLAT MARKER LOT:** shall have one (1) flat granite marker or a bronze plaque on a granite base installed flush with the ground in the dimensions of 30 inches wide by 18 inches deep by a minimum 3 inches thick (30"W x 18"D x 3"T) and used for the remembrance of not more than four (4) persons.
 - (c) **COMPANION/FAMILY PILLOW MARKER / UPRIGHT MONUMENT LOT:** shall have one (1) of the following forms of memorial :
 - i. a pillow marker constructed of granite and on a granite base conforming to the following specifications:

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| <u>PILLOW BASE</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|---------------------|----------------|----------------|
| Depth | 41 cm (16") | 51 cm (20") |
| Width | 61 cm (24") | 81 cm (32") |
| Thickness – Minimum | 8 cm (3") | 13 cm (5") |

| <u>PILLOW TABLET</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|----------------------|----------------|----------------|
| Depth | 31 cm (12") | 41 cm (16") |
| Width | 51 cm (20") | 71 cm (28") |

| <u>PILLOW SLOPE</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|------------------------|----------------|----------------|
| Height Back – Maximum | 15 cm (6") | 15 cm (6") |
| Height Front – Minimum | 7 cm (3") | 7 cm (3") |

OR;

- ii. an upright monument constructed of granite and on a granite base conforming to the following specifications:

| <u>MONUMENT BASE</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|----------------------|----------------|----------------|
| Depth | 31 cm (12") | 41 cm (16") |
| Width | 61 cm (24") | 81 cm (32") |
| Height | 8 cm (3") | 15 cm (6") |

| <u>MONUMENT TABLET</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|------------------------|----------------|----------------|
| Thickness | 15 cm (6") | 31 cm (12") |
| Width | 51 cm (20") | 71 cm (28") |
| Height | 51 cm (20") | 61 cm (24") |

AND;

- iii. the combined height of an upright monument base with an upright monument tablet shall not exceed 76 cm (30");
- iv. no inscription shall be made on the base, edge, back or side of a pillow marker or an upright monument to be placed at a Cremation Terraces COMPANION / FAMILY Pillow Marker / Upright Monument lot;
- v. attachment of a pillow marker or monument to its base shall be with dowel pins and / or an adhesive approved by the manager. In the instance where dowels are mandated the dowels shall be made of a non-corrosive material, centered on the base, not less than 15 cm (6") in length and evenly extended into both the tablet and the base, and installed in a 'dry' mode.

- (d) **OSSUARY VESSEL ESTATE:** the lot shall have a pre-installed cremated remains ossuary vessel secured to a granite base onto which limited inscriptions may be made. Inscriptions proposed for an ossuary vessel or the vessel's granite base shall be reviewed for suitability, approval and completion by the Burial Park.

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FURTHER, in addition to inscription on the pre-installed ossuary vessel and granite base the lot may also have one (1) flat granite marker or a bronze plaque on a granite base installed flush with the ground in the dimensions of 30 inches wide by 18 inches deep by a minimum 3 inches thick and used for the remembrance of not more than fourteen (14) persons.

- (e) **FAMILY ESTATE:** may accommodate a single, above ground, upright monument or other memorial product of a custom design providing the outside dimension of such a memorial has a minimum setback from every part of the lot boundary of at least twelve inches (12") and does not exceed thirty-nine inches (39") in height. The proposed design and any inscription for a custom memorial proposed for a Family Estate lot shall be submitted to the Burial Park for approval. The Burial Park shall have the sole, discretionary authority to approve, request changes to or reject a custom memorial design or its inscription proposed for installation on a Family Estate lot.

FURTHER, and subject to space being available on the surface of the lot, a maximum of two (2) flat granite markers or bronze plaques on granite bases installed flush with the ground that are a minimum size of 20 inches wide by 12 inches deep by 3 inches thick (20"W x 12"D x 3"T) and shall not be larger than 30 inches wide by 22 inches deep by 3 inches thick (30"W x 22"H x 3"T) and used for the remembrance of not more than eight (8) persons.

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25.0 WOODLANDS: GREEN BURIAL INTERMENT ZONES

- 25.1 The bylaws of the Burial Park in their entirety and as they follow here shall apply to the purchase of an interment right, use and visitation of a lot and the provision of services in the areas known as: Woodlands, Phases I, II and III – Green Burial Zones (Woodlands) of the Burial Park.
- 25.2 A right of interment for a Woodlands zone may be purchased on an at-need or pre-need basis.
- 25.3 For each lot in a Woodlands zone a right of interment may be granted for the interment of the human remains of one (1) individual and the secondary interment of the cremated remains of a maximum of three (3) individuals or, where no interment of human remains is intended, the interment of the cremated remains of a maximum of four (4) individuals.
- 25.4 Subject to at-need lot demand the Board shall have the right to limit or suspend the sale of pre-need interment rights in a Woodlands zone at any time.
- 25.5 A pre-need purchaser of a right of interment in the Woodlands shall acquire a right to be interred into a Woodlands zone at the Burial Park but shall not acquire an interment right to a specific lot within a specific Woodlands zone. Lot assignment in a Woodlands zone shall only be made at the time a lot is required for an interment.
- 25.6 Royal Oak Burial Park shall, for every interment in a Woodlands zone, have the authority to assign the Woodlands zone and the individual lot to be used for an interment where such assignment shall be subject to the lot use and eco-system restoration and reforestation plan established by the Burial Park for the Woodlands zone where a lot to be used is located.
- 25.7 Human remains buried in a Woodlands zone shall be considered non-recoverable from the date of interment and the Board shall have no obligation, except where ordered to do so under provisions of legislation, regulation or court order to recover human remains interred in a Woodlands zone.
- 25.8 Human remains proposed for interment in a Woodlands green burial lot shall:
- a) not be embalmed;
 - b) be clothed, wrapped or shrouded in natural and fully biodegradable fiber or material;
 - c) be enclosed in a shroud, casket or alternative container that is approved by the Board for use in a Woodlands zone;
 - d) be enclosed in a shroud, casket or alternative container with a rigid base that permits the dignified transport and safe handling of the remains by all persons so charged.
- 25.9 A rights holder and / or the legal representative of a deceased person to be interred in a Woodlands green burial lot shall;
- a) ensure the shroud, casket or alternative container proposed for interment is a Burial Park approved container;
 - b) arrange for the dignified transfer of the human remains to the gravesite.

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- 25.10 Only Burial Park personnel may excavate and prepare a Woodlands lot for an interment.
- 25.11 No form of exterior grave box, grave liner or protective vault is permitted in a Woodlands lot.
- 25.12 The Burial Park shall have the right to utilize such equipment and graveside dressing as is deemed necessary to protect the safety of persons attending an interment service and Burial Park personnel, and to permit the safe and dignified interment of human remains into a lot.
- 25.13 Upon provision of advance notice to the Burial Park, family members and / or friends of a deceased may be permitted to participate in the closing of a Woodlands lot. In the instance where persons other than Burial Park personnel participate in the closing of a lot, said persons shall;
- a) be subject to supervision by Burial Park personnel;
 - b) follow all instructions issued to them by Burial Park personnel;
 - c) be of sound mental and physical condition to be capable of the participation intended;
 - d) assume personal liability for any injury arising as a result of their participation in such activity.
- 25.14 The Burial Park shall have the right to utilize such equipment and procedures as it deems appropriate to fill a Woodlands lot used for an interment. The Board shall make reasonable effort to replace soil in a grave occupied by human remains in a sensitive and dignified manner.
- 25.15 The Burial Park makes no warranty of protection nor bears any liability for the aesthetic, structural or physical impacts made to a casket or alternative container and the enclosed human remains that arise from the replacement of gravesite soil in a Woodlands lot.
- 25.16 A shroud, casket or alternative container proposed for interment in a Woodlands lot shall;
- a) comply with any provision set out for them in any legislation or regulation;
 - b) be approved for use in the Woodlands by Burial Park Management prior to a scheduled interment;
 - c) be primarily constructed of biodegradable and environmentally sustainable materials;
 - d) have their interior finishing primarily fabricated of biodegradable and environmentally sustainable materials and natural fibers;
 - e) have, as a function of their design, a safe and secure means with which to facilitate the dignified transfer of the human remains enclosed to the interment site and lowered into the excavated lot;
 - f) with the exception of minimally necessary structural hinges, nails and screws, not have any extraneous part, fixture or decoration attached that is made of plastic, metal, or other non-biodegradable material;
 - g) not have a high gloss or polish finish achieved through the application of any synthetic or environmentally hazardous, toxic or non-biodegradable chemical or agent;
 - h) not have been constructed with the use of any synthetic or environmentally hazardous, toxic or non-biodegradable glue, epoxy or other form of bonding agent;

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- i) not have any interior liner, shroud, bag or other lining that is fabricated from a non-biodegradable material;
 - j) not have any non-biodegradable personal item, memento or article placed inside the space occupied by the human remains
- 25.17 Interment containers that are primarily constructed from fibreboard, particleboard, plywood, non-sustainable or exotic wood, metal, bleached or non-recycled cardboard or other form of non-sustainable, non-biodegradable or artificial material are prohibited from interment in a Woodlands lot.
- 25.18 The manager shall have the authority to approve or not approve for use any shroud, casket or alternative container proposed for interment in a Woodlands lot.
- 25.19 For the purpose of these bylaws the term 'Green Burial of cremated remains' shall interchangeably mean interment or scattering, or both, or derivatives of those words.
- 25.20 Green Burial of cremated remains shall be considered non-recoverable from the date of burial and the Board shall have no obligation and shall have no means to recover cremated remains so buried.
- 25.21 Where a right of interment is purchased for a Woodlands lot with the intent of having a Green Burial of cremated remains as a secondary disposition into the lot then the interment shall not be made until the interment of the human remains has first been made in the lot.
- 25.22 Cremated human remains proposed for Green Burial in a Woodlands zone shall be enclosed in a container that:
- a) is approved for use in the Woodlands by the manager prior to interment;
 - b) is designed to deteriorate upon contact in the ground;
 - c) is made of a biodegradable material which may include recycled and unbleached paper or cardboard;
 - d) shall not have any interior plastic, metal or other form of permanent liner, container or bag.
- 25.23 Witnessing of the Green Burial of cremated remains shall be subject to the following:
- a) A request to witness the disposition shall be provided to the manager at the time the green burial arrangements are made;
 - b) For safety purposes the Burial Park may, at its discretion, limit the number of persons permitted within close proximity to the site where the green burial is taking place;
 - c) All proceedings within a Woodlands zone shall be under the sole direction of Burial Park personnel;
 - d) All persons attending a witness service shall comply with the supervision of and instructions given by Burial Park personnel;

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- e) Witness services may be subject to an additional fee set out in the Schedule of Rates and shall be paid in full to the Burial Park prior to the witness service.
- 25.24 To maintain and protect the health and integrity of maturing Woodlands plantings and eco-systems the Burial Park shall have the right to scatter or inter cremated remains intended for a specific lot, in an area that is adjacent to or as near as possible to a specified lot. The Board shall make a reasonable effort to make such a Green Burial of cremated remains in the specific lot requested.
- 25.25 The Burial Park shall have the authority to permit the non-recoverable, random, co-mingled scattering of cremated remains in a Woodlands zone providing that such scattering is done by the Board in areas not occupied by or reserved for standard interment lots under a grant of a right of interment.
- 25.26 The Burial Park shall install communal memorial stones for the purpose of making approved memorial inscriptions to commemorate Woodlands interments and scatterings.
- 25.27 Where an interment is made in a Woodlands zone there is no obligation to have a memorial inscription made on a Woodlands memorial stone.
- 25.28 No inscription shall be made on a Woodlands memorial stone until;
- a) the proposed inscription is approved by the manager;
 - b) all outstanding indebtedness to the Board relating to the lot, interment and the engraving of the inscription has been paid in full.
- 25.29 For every memorial inscription made on a Woodlands memorial stone the inscription shall be;
- a) placed on the memorial stone designated for the block of graves where an interment was made;
 - b) composed on one line, as space will permit, denoting the given name(s) or initial(s) and the surname of a deceased and the year of birth and the year of death of a deceased; and, if enough space available, sentiment.
 - c) engraved in a standard font approved by the Burial Park for the memorial stone and to a font size of approximately 0.8 cm (0.40 in.) in height and 0.8 cm (0.40 in.) in width and to a minimum depth of 0.65 cm (.25 in.), and;
- 25.30 No inscription that deviates from the content and specifications set out in article 25.29 of these bylaws or that is inconsistent with the dignity of adjacent inscriptions, lots, the Woodlands, the Burial Park or community standards, shall be placed on a Woodlands memorial stone.
- 25.31 The manager shall have the authority to determine when inscriptions may be made on Woodlands memorial stones and shall make new inscriptions as they may accumulate at a minimum of two (2) times in each calendar year.

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- 25.32 Other than Management-approved memorial stones no other memorial marker, monument, edging or other stone, vase, ornament or any other structure shall be placed on, in or around any lot in the Woodlands.
- 25.33 The Burial Park shall have the authority to maintain, reposition, move, relocate or otherwise change a Woodlands memorial stone as may be deemed necessary and subject only to compliance with the requirements of the Cemetery Act.
- 25.34 The manager shall have the authority, without prior notice, to remove and dispose of any unauthorized memorial product, object or memento from a specific lot or a Woodlands site generally.
- 25.35 Floral tributes that accompany human remains or cremated human remains as part of an interment service shall be permitted to remain on an interment site for a maximum of two (2) weeks. After two (2) weeks the Board shall have the right to remove and dispose of such flowers without prior notice to the interment rights holder or the legally authorized representative of the deceased interred.
- 25.36 Except for floral tributes accompanying an interment service no other floral tributes, artificial flowers, unauthorized planting, memorial, vase or grave decoration of any form or type may be placed on a Woodlands lot. The Board shall have the right to remove and dispose of any unauthorized object, flower or plant on a Woodlands lot without prior notice.
- 25.37 To maintain a balance of planting species in Woodlands zones all plantings shall be made according to a pre-established planting plan for the area.
- 25.38 Only indigenous trees, bushes, shrubs, groundcover and wildflowers native to and typical of those found in the lower Vancouver Island climate zone shall be planted in the Woodlands.
- 25.39 Planting in the Woodlands shall only be done as seasonally recommended for the type of planting to be made. This can mean that a burial which takes place in late winter may not have a planting made on that grave until the following fall or winter.
- 25.40 Only Burial Park Management shall make or supervise planting activity in the Woodlands.
- 25.41 The Burial Park shall make a reasonable effort to ensure the longevity of a Woodlands memorial planting but does not offer any guarantee in this respect.
- 25.42 Burial Park Management shall have the right to manage, maintain and / or alter the interment areas, memorial stones, roads and pathways, change or remove plantings, grade, alter in shape or size, or otherwise to change all or any part of the Woodlands as they may deem necessary and subject only to compliance with the requirements of the Cemetery Act.
- 25.43 Visitors shall be permitted to visit Woodlands zones during the regular visiting hours of the Burial Park.

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- 25.44 The Burial Park shall establish and maintain pedestrian paths and visitation zones around Woodlands memorial stones to facilitate visitation.
- 25.45 To protect and maintain the health and integrity of Woodlands plantings and eco-systems the Board shall have the right to limit, restrict or prohibit the visitation of individual graves in a Woodlands zone.
- 25.46 The Burial Park shall have the authority to limit, restrict or prohibit vehicle access to a Woodlands zone.
- 25.47 For human remains interred in a Woodlands green burial lot, the Burial Park shall only perform a disinterment or exhumation of the human remains when ordered to do so under provisions of legislation, regulation or a court order.
- 25.48 In the instance where the Burial Park is ordered by the court to perform a disinterment or exhumation of human remains the requesting institution, party, rights holder or their successor or any other authorizing party ordering the disinterment or exhumation shall be responsible for the cost and fees associated with the provision of the service provided and the cost and fees related to the destruction and restoration of all Woodlands plantings affected by the performance of the disinterment or exhumation.
- 25.49 Cremated remains scattered or interred in a Woodlands zone shall be considered non-recoverable from the date of scattering or interment and the Board shall have no obligation to attempt a recovery of cremated remains so scattered or interred.
- 25.50 In Woodlands Phase II, where double-depth burial has been established, the previous 25.1 through 25.49 points shall be applicable.
- 25.51 Double-depth interments will be available at designated sites for the interment of two (2) human remains and future interment of three (3) cremated remains to a maximum of five (5) in total.

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26.0 LITTLE SPIRITS GARDEN

- 26.1 The bylaws 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 Little Spirits Garden of the Burial Park.
- 26.2 The Little Spirits Garden is dedicated to the remembrance and memorialization of pregnancy and infant loss.
- 26.3 Human remains shall not be buried in the Little Spirits Garden.
- 26.4 Cremated human remains (cremated remains) may be scattered in the ossuary or those ground surface or ground subsurface locations designated for scattering as set out in the plan of the Little Spirits Garden.
- 26.5 Only cremated remains arising from a pregnancy loss or an infant loss may be scattered at the Little Spirits Garden. Cremated remains of a person one year of age or older may not be scattered in the Little Spirits Garden.
- 26.6 Every scattering of cremated remains at the Little Spirits Garden must be performed by or completed under the supervision of a Burial Park employee.
- 26.7 Only Burial Park approved, duly authorized scattering of cremated remains in the Little Spirits Garden is permitted. Where evidence is apparent an unauthorized scattering has occurred the Burial Park may, at its discretion and without notice, remove the unauthorized scattering materials and dispose of said matter in a manner of the Burial Park's choosing.
- 26.8 No scattering of cremated remains at the Little Spirits Garden shall be permitted until:
- a) the parent(s) or legal representative of the pregnancy or infant loss completes and signs, at the Burial Park office, a Scattering Authorization form, in a form prescribed by the board;
 - b) all outstanding indebtedness to the board relating to the scattering service provided by the board has been paid in full at the Burial Park office;
 - c) a certificate of cremation, where issued, has been surrendered to the Burial Park office.
- 26.9 Memorial features of the Little Spirits Garden shall be made available to all persons on a 'suggested donation' basis. No bereaved parent, family or person may be denied an opportunity to place an approved memorial at the Little Spirits because of personal financial difficulty or inability to afford a memorial.
- 26.10 There are 2 forms of approved memorial—temporary or permanent—for use in the Little Spirits Garden; the form and types of approved memorials are set out here and subject to the considerations outlined for each:

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A. CEDAR WIND NOTE:

- i. A Cedar Wind Note is for temporary placement only; permanent installation cannot be accommodated;
- ii. Only Cedar Wind Notes approved by and provided through the Burial Park may be placed in the Little Spirits Garden;
- iii. The Burial Park shall not be required to make a record of the placement of or location of a Cedar Wind Note placed in the Little Spirits Garden;
- iv. Once placed, a Cedar wind Note shall be permitted to remain in place so long as it is not damaged, unsightly or severely deteriorated because of exposure to the elements;
- v. The Burial Park makes no guarantee or warranty that once a Cedar Wind Note has been placed in the Little Spirits Garden that the Wind Note will remain in place for a specific period of time, or indefinitely;
- vi. A Cedar Wind Note that becomes deteriorated, unsightly, damaged or blown down because of exposure to the elements may be subject to removal and disposition by the Burial Park, at its discretion and without notice, and disposed of in a dignified manner selected by the Burial Park;

B. SPIRIT STONE:

- i. A Spirit Stone is for temporary placement only; permanent installation cannot be accommodated;
- ii. Only a Spirit Stone approved and provided through the Burial Park may be placed in the Little Spirits Garden;
- iii. A Spirit Stone may be inscribed and / or decorated before being placed;
- iv. A Spirit Stone, as other Spirit Stones accumulate may end up being covered by other Spirit Stones and / or being moved to another location within the Little Spirits Garden, without notice, by Burial Park staff or other visitors;
- v. The Burial Park shall not be required to make a record of the placement of or location of a Spirit Stone placed in the Little Spirits Garden;
- vi. Once placed, a Spirit Stone shall be permitted to remain in place so long as it is not damaged, unsightly or severely deteriorated because of exposure to the elements;
- vii. The Burial Park makes no guarantee or warranty that once a Spirit Stone has been placed in the Little Spirits Garden that the Stone will remain in place for a specific period of time, or indefinitely;
- viii. A Spirit Stone that becomes deteriorated, unsightly, eroded or damaged because of exposure to the elements may be subject to removal and disposition by the Burial Park, at its discretion and without notice, and disposed of in a dignified manner selected by the Burial Park

C. BRONZE MEMORY SCROLL:

- i. A Bronze Memory Scroll is designed for permanent placement;

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- ii. The Burial Park shall make a record of the placement and location of a Bronze Memory Scroll placed in the Little Spirits Garden;
- iii. A Bronze Memory Scroll shall be permanently affixed in the next suitable, progressive space on the scroll memorial stone currently in use at the time the time a scroll is supplied;
- iv. Only a Bronze Memory Scroll approved and provided through the Burial Park may be placed in the Little Spirits Garden;
- v. A Bronze Memory Scroll inscription is limited to the given name(s) of the loss being remembered and the year date the loss event occurred and every inscription is subject to fitting within the permitted minimum and maximum established scroll sizes;
- vi. A Bronze Memory Scroll inscription shall fit within the pre-established and permitted Scroll size of - 4"L (min.) or 6"L or 8"L (max.) by 7/8th H;
- vii. Every Bronze Memory Scroll shall be cast in bronze in a font, colour and style selected by the Burial Park.

D. SPIRIT HOUSE

- i. A Spirit House is designed for permanent placement;
- ii. The Burial Park shall make a record of the placement and location of a Spirit House placed in the Little Spirits Garden;
- iii. A Spirit House shall be permanently affixed to a Little Spirit's Garden pre-installed Spirit House base as selected by the person ordering the Spirit House;
- iv. Only a Spirit House approved and provided through the Burial Park may be placed in the Little Spirits Garden;
- v. A Spirit House may be personalized by decoration, where said decoration is subject to the following limitations:
 - only the interior space of a Spirit House may be decorated;
 - no exterior surface or outside edge of a Spirit House shall be decorated or amended in any way;
 - affixing personal mementoes to the Spirit House interior space is not recommended and discouraged;
 - the Burial Park cannot guarantee or warranty that once placed a personal item or memento affixed to the interior of a Spirit House will remain in place;
 - Spirit Houses, especially exterior surfaces, are designed and constructed for exposure to the elements and over time they are intended to attract and sustain ground cover and moss growth so as to complement the natural landscape of the Little Spirits Garden.

26.11 Only the memorial items set out in article 26.10 of this bylaw are authorized for installation in the Little Spirits Garden and any unauthorized memorial item shall, at the discretion of the Burial

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Park and without notice, be subject to immediate removal and disposition by the Burial Park in a manner of its choosing.

- 26.12 No memorial or memorial inscription or memorial design that is inconsistent with the dignity of the Burial Park, the Little Spirits Garden 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.
- 20.15 The board shall have the authority to establish and amend from time to time such suggested donation thresholds and fees as it deems appropriate to provide the memorial features and services of the Little Spirits Garden.
- 20.16 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.

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27.0 ADOPTION

Whereas, the Board of Cemetery Trustees of Greater Victoria having reviewed the above set out bylaws endorse their adoption and coming into force by passing the following motion;

“MOVED, SECONDED and CARRIED the Board of Cemetery Trustees of Greater Victoria on this 22nd day of May 2012 repeal and replace all previously published bylaws, rules and regulations of Royal Oak Burial Park, Mausoleum and Crematorium and subject to any contrary provision in the Cremation, Interment and Funeral Service Act of B.C. and / or the Business Practices and Consumer Protection Act of B.C. adopt and consider in force the document titled ‘Consolidated Bylaws, Rules and Regulations of Royal Oak Burial Park, Crematorium and Mausoleum’ as duly endorsed in writing on this the 22nd day of May 2012.”

and, the motion set out above is certified as a true extract from the minutes of a Board of Cemetery Trustees of Greater Victoria meeting held in Saanich, B.C. on the 22nd day of May 2012.

Secretary Treasurer / Executive Director
Board of Cemetery Trustees of Greater Victoria
Royal Oak Burial Park, Crematorium and Mausoleum

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28.0 ADOPTION

Whereas, the Board of Cemetery Trustees of Greater Victoria, having reviewed the above-noted revised by-laws for Woodlands: Green Burial Intement Zones endorse their adoption and coming into force by passing the following motion;

“MOVED, SECONDED and CARRIED the Board of Cemetery Trustees of Greater Victoria on this 30th day of October, 2018 repeal and replace Section 25: Woodlands: Green Burial Interment Zones.

and, the motion set out above is certified as a true extract from the minutes of a Board of Cemetery Trustees of Greater Victoria meeting held in Saanich, B.C. on the 30th day of October 2018.

Secretary Treasurer / Executive Director
Board of Cemetery Trustees of Greater Victoria
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29.0 ADOPTION

Whereas, the Board of Cemetery Trustees of Greater Victoria, having reviewed the noted and revised by-laws for 17.0 Columbarium Grove: Memorial Woods and 20.0 Memorialization of Plants and Trees, endorse their adoption and coming into force by passing the following motion;

“MOVED, SECONDED and CARRIED, The Board of Cemetery Trustees approved the amendments to the bylaws as presented.

and, the motion set out above is certified as a true extract from the minutes of a Board of Cemetery Trustees of Greater Victoria meeting held in Saanich, B.C., on the 25th day of October 2022.

Secretary Treasurer / Executive Director
Board of Cemetery Trustees of Greater Victoria
Royal Oak Burial Park, Crematorium and Mausoleum