



## BYLAW No. 22-878 of the Municipal District of Greenview No. 16

### A Bylaw of the Municipal District of Greenview No. 16 to provide for the control and regulation of the Grande Cache Cemetery

**Whereas**, Greenview owns a parcel of land in Lot A, Plan 6285 NY, containing 8.90 acres as within the NE  $\frac{1}{4}$  of Section 4, Township 57, Range 8, West of the 6<sup>th</sup> Meridian, known as the Grande Cache Cemetery; and

**Whereas**, pursuant to the Municipal Government Act, RSA 2000, Chapter M-26 as amended, section 7 provides that a council may pass a bylaw for the purpose respecting (a) the safety, health and welfare of people and the protection of people and property and section 7(f) for services provided by or on behalf of the municipality, and

**Whereas**, Greenview deems it desirable to provide for the control and regulation of the Cemetery under the control of Greenview in accordance with the Cemeteries Act, RSA 2000, Chapter C-3; and

**Therefore**, the Council of the Municipal District of Greenview No. 16, duly assembled, enacts as follows:

#### 1. TITLE

1.1. This bylaw shall be cited as the "Grande Cache Cemetery Bylaw".

#### 2. DEFINITIONS

2.1. In this bylaw, unless the context otherwise requires:

- A) **Burial Permit** means a burial permit issued under the Vital Statistics Act, R.S.A 2000, c. V-4, as amended, by the Director of Vital Statistics.
- B) **Block** shall mean a specific area within the cemetery as designated by Greenview.
- C) **Cemetery** shall mean the Grande Cache Municipal Cemetery in the Hamlet of Grande Cache, owned and operated by and under the control of Greenview and situated on Lot A, Plan 6285 NY, containing 8.90 acres described as part of the NE $\frac{1}{4}$  of Section 4, Township 57, Range 8, West of the 6<sup>th</sup> Meridian.
- D) **Chief Administrative Officer (CAO)** shall mean the Chief Administrative Officer for the Greenview.
- E) **Columbarium** shall mean a structure designed for storing the ashes of dead human bodies or other human remains that have been cremated.

- F) **Council** shall mean the Council for Greenview.
- G) **Cremated Remains** means human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains
- H) **Director of Vital Statistics** means a Director appointed under the Vital Statistics Act, R.S.A 2000, c. V-4, responsible for issuing Burial Permits and Disinterment Permits.
- I) **Disinter** means the removal of human remains, from a closed or sealed Plot or Niche.
- J) **Disinterment Permit** means the permit issued by a Director of Vital Statistics authorizing a Disinterment pursuant to the Cemeteries Act R.S.A 2000, c. C-3, as amended.
- K) **Fees and Charges** means the amount to be paid for Interment, Disinterment, use and care of Plots, and any other Cemetery supplies or Cemetery services as defined under the Cemeteries Act R.S.A 2000, c. C-3, as amended, and any other amounts as approved by the Council and specified in the Schedule of Fees Bylaw, as amended from time to time.
- L) **Greenview** means the Municipal District of Greenview No. 16.
- M) **Indigent** shall mean a person without means, support, or known relatives requiring burial at the Cemetery.
- N) **Interment** means the closing and burial of a casket containing a human body or human remains or, in the case of a Green Interment, a shroud containing a human body or human remains, or in the case of cremated human remains, an urn, in an in-ground Plot or Niche.
- O) **Hours of Work** shall mean the regular hours of work between 8:00 am and 4:30 pm Monday through Friday, excluding declared or Statutory Holidays.
- P) **Maintenance** shall mean the care, up keep and grooming of cemetery grounds excluding the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
- Q) **Marker** means a Monument constructed of bronze or granite, set flush and level with the ground on a designated Marker Plot.
- R) **Medical Health Officer** means the person duly appointed from time to time by the Provincial Government to act as the Regional Medical Health Officer.

- S) **Monument** shall mean any structure in the Cemetery erected or constructed on any grave or Plot, for monument purposes.
- T) **Monument Foundation** means the in-ground foundation, constructed to stabilize the Monument.
- U) **Niche** means a recessed space in a Columbarium used or intended to be used for the Interment of cremated remains.
- V) **Owner** means the person, corporation or other legal entity that has purchased a Grave Plot or Niche in a Cemetery, or Columbarium in accordance with the provisions of this Bylaw.
- W) **Person** shall include an individual, partnership or corporation.
- X) **Plot** shall mean an interment space, which shall include niches, graves and cremains on any Plot.
- Y) **Reserve Plot** shall mean a Plot or number of Plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.
- Z) **Sales Contract** means the agreement made and signed between the Owner and Greenview in accordance with this Bylaw, for the purchase of a Plot or Niche or any Cemetery supplies and/or Cemetery services as defined under the Cemeteries Act, R.S.A. 2000, c. C-4 and the specific terms of the sales agreement.
- AA) **Scattering** means the Scattering of cremated human remains upon the surface of the Cemetery.
- BB) **Bylaw Enforcement Officer** shall mean a Bylaw Enforcement Officer appointed by the Greenview pursuant to the Municipal Government Act, to enforce Greenview bylaws, and includes a member of the Royal Canadian Mounted Police and, when authorized by Council, a Community Peace Officer.
- CC) **Veteran** shall mean a person who was a member of the Armed Forces of Canada, the United Kingdom or any Armed Forces of a country allied with Canada or the United Kingdom who served in any war.

### 3. DUTIES, RIGHTS AND POWERS

- 3.1. The CAO, or designate, shall have the sole control of all matters within the Cemetery that are concerned with the maintenance of the grounds in a neat and pleasing condition, and to that end, is hereby authorized to regulate and control the Cemetery grounds in accordance with this bylaw, the Cemeteries Act, R.S.A. 2000, Chapter C-3, and any applicable regulations.

- A) Authorizing an Interment or Disinterment
  - B) Coordinating, supervising, and directing the work of all Employees, contractors, and suppliers relating to the Cemetery
  - C) Making expenditures relating to the Cemetery in accordance with the approved capital and operating budgets for the Cemetery and
  - D) Such other responsibilities as may be directed by the CAO from time to time.
- 3.2. The CAO, or designate, may assign one or more Employees to be responsible for the day-to-day operations of the Cemetery including but not limited to:
- A) Digging, preparing, opening and closing Plots;
  - B) Opening and sealing Niches;
  - C) Supervising and directing all work performed by outside contractors and suppliers;
  - D) Directing all funerals in the Cemeteries to the correct Plot or Niche;
  - E) Maintaining the Cemeteries in a neat and tidy condition including maintaining walls, fences, gates, paths and other improvements; and
  - F) Such other duties and tasks relating to the operation, of the Cemeteries as deemed appropriate by the CAO, or designate, from time to time.
- 3.3. The CAO, or designate, shall keep a record of all Plots in the cemetery. Such record shall indicate vacant Plots available for sale, occupants of those Plots used for interment and owners names of reserved Plots.
- 3.4. On those matters about which this bylaw is silent, the provisions of the Provincial Cemeteries Act, as amended, and other Provincial Regulations shall apply.

**4. RECORDS AND SALE OF PLOTS**

- 4.1. Plans for burial purposes, including a record of all interments and disinterment will be kept at the Grande Cache Administration Office. Copies of all such plans shall be available for inspection, free of charge, at the Grande Cache Administration Office during regular office hours.
- 4.2. Any person wishing to purchase a Plot, Niche or other space or a Monument in the Cemetery is required to enter into a written Sales Contract with Greenview, which shall include.
- A) The name and address of the purchaser;
  - B) The date of the purchase;
  - C) The amount of the sale and terms of payment;
  - D) In the case of a Plot, its location, area or dimensions; or
  - E) In the case of a Niche, the number or other designation of the Niche; and
  - F) Any other information the CAO, or designate, deems necessary or appropriate.
- 4.3. Ownership of all Cemetery lands remains vested in Greenview at all times. The Owner only acquires the right and privilege for the Interment of human remains and cremated remains, and the installation of Monuments, all in accordance with this Bylaw and the Cemeteries Act, R.S.A. 2000, c. C-3 and all regulations passed thereunder.

- 4.4. All Plots and Niches shall be held and disposed of free from the provisions of the Land Titles Act, R.S.A. 2000, c. L-4.
- 4.5. Plots shall be available for the burial of human remains at all times.
- 4.6. No person shall make a reservation for one or more Plots without making payment in full at the time of the reservation.
- 4.7. Upon payment of the full price of any Plot, Greenview shall provide a receipt for the said sum.
- 4.8. No reserved Plot shall be sold other than back to Greenview at 100% of the sale price for the Plot at the time of purchase. A copy of the original receipt must be submitted as 'Proof of Purchase'. If an original receipt is not available, a Plot can only be sold back to Greenview upon an approved request of Council.
- 4.9. Charges for Plots and the fees to be charged for opening and closing shall be in accordance with the rates established in the Schedules of Fees bylaw.
- 4.10. Veterans and destitute or indigent person will not be charged for a Plot.
- 4.11. Upon the sale of a Plot, the owner of the Plot waives any claim to Greenview arising by reason of any error or inaccuracy of any Plot. Greenview will undertake to avoid any errors of description, but its liability shall only extend to a refund of the Plot or a Plot assigned otherwise situated in the cemetery.
- 4.12. The rights granted by the sale shall not be transferred to any other person without the consent of Greenview.
- 4.13. If the plot(s) Owner is deceased, and a conflict arises in regards to the lot(s) and management thereof in the absence of a Court Order, the people in the following order of priority will make the decision:
  - A) The personal representative designated in the will of the deceased;
  - B) The spouse of the deceased if the spouse was living with the deceased at the time of death, or a person who had been living with the deceased at the time of death as spouse for a continuous period of at least 2 years;
  - C) An adult child of the deceased;
  - D) A parent of the deceased;
  - E) A guardian of the deceased under the Dependant Adults Act or, if the deceased is a minor, under the Child Welfare Act or the Domestic Relation Act;
  - F) And adult grandchild of the deceased;
  - G) An adult nephew or niece of the deceased;

- H) An adult next of kin of the deceased determined on the basis provided by sections 8 and 9 of the Intestate Succession Act;
- I) The Public Trustee;
- J) An adult person having some relationship with the deceased not based on blood ties or affinity;
- K) The Minister of Community and Social Services.

## 5. INTERMENT AND DISINTERMENT

- 5.1. A person delivering a body labeled under the **Bodies of Deceased Persons Regulation** AR 135/2008 as being infected with a communicable disease, shall inform the CAO, or designate, at least 48 hours prior to the time of delivering the remains.
- 5.2. Each Interment of a deceased human body or the cremated remains shall be made in a completely enclosed container, in accordance with the **Cemeteries Act**, RSA 2000, c.C-3, as amended, the **Public Health Act**, R.S.A. 2000, c. P-37, as amended and all applicable Regulations and approved by the CAO, or designate.
- 5.3. In all Plots containing one or more dead human bodies or one or more sets of human remains, the caskets shall be buried in accordance with the **General Regulations** AR 249/1998 as amended.
- 5.4. Each Interment in a Plot shall provide for not less than 0.9 m (3 ft.) of earth between the general surface level of the ground at the Plot and the upper surface level of the casket containing the human remains.
- 5.5. Each Interment of cremated remains, in an area so designated, shall provide for not less than 0.3 m (1 ft) of earth between the general surface level of the ground at the Plot and the upper surface level of the container.
- 5.6. The Funeral Home shall provide a burial permit for Greenview's records.
- 5.7. Plots shall not be used for any purpose other than burial grounds for human remains.
- 5.8. All burials are to be made within the confines of a single Plot. There shall not be more than one full body burial in a single Plot.
- 5.9. A maximum of six cremated remains may be buried in one Plot.
- 5.10. An Owner, who makes application for an Interment, shall provide the CAO, or designate, the following information, and always meeting the requirements of the applicable Provincial Acts and regulations:
  - A) The name, age, date of birth, and date of death of the deceased person;
  - B) A copy of the Burial Permit;
  - C) A copy of the Sales Contract or proof of ownership;

- D) Whether the body has been labeled in accordance with the Bodies of Deceased Persons Regulation, AR 135/2008 as being infected with a communicable disease;
  - E) The time and date of the funeral;
  - F) The name of the funeral director or other person in charge of the funeral of the deceased person;
  - G) If applicable, the service number of a Veteran and if required, the service number of a Veteran's Spouse;
  - H) The name and mailing address of the Owner; and
  - I) any other information the CAO, or designate, may reasonably request.
- 5.11. Notification of intention to inter must be given to Greenview during regular office hours at least seventy-two hours prior to the time of the interment. This notification may be waived by the CAO when the body to be interred died from a contagious disease or special circumstances so require.
- 5.12. All Plots shall be opened and closed by Greenview or its contractors or agents.
- 5.13. No interment shall be made without the written proof of ownership of the Plot.
- 5.14. Greenview shall only prepare a Plot for interment by means of digging the grave and putting shoring into the grave to stabilize the surrounding soil and will not provide lowering devices, mats, wreaths, flowers, or any other devices at the time of said interment.
- 5.15. The burial of destitute or indigent persons may be placed in a Plot or Plots of the Cemetery as may be designated by the CAO, or designate, or as indicated on the Cemetery plans located at the Grande Cache Administration Office.
- 5.16. All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at the cemetery.
- 5.17. Disinterment of a body or ashes shall not take place until a permit for disinterment is issued by Provincial Director of Vital Statistics and delivered to Greenview and all applicable fees paid in accordance with the Schedules of Fees Bylaw.
- 5.18. No casket, container or shroud may be opened without a Court Order or the written consent of the Owner, or their delegate.
- 5.19. A replacement casket/container may be required when Disinterring remains, the cost of which shall be payable by the Owner.
- 5.20. All interments and disinterments in the Cemetery shall be under the control of the CAO, or designate.

- 5.21. Every Owner of a Plot in the Cemetery, or the owner's personal representative, shall be held responsible for the cost of the Plot and for all charges in connection therewith, including disinterment or removal of a body when applicable. The person signing the burial order will be held responsible for all charges in connection with such interment or disinterment.
- 5.22. Notwithstanding the aforementioned, from time to time human remains may be encountered, given that the Cemetery lands may have been used as a pioneer Cemetery. In that event, and assuming no record of the decedent exists, remains shall be respectfully relocated to a location prepared and designated on the site for the purposes of re-interring remains that are unexpectedly encountered.

## **6. CREMATED REMAINS**

- 6.1. Cremated remains shall not be spread on the Cemetery grounds.
- 6.2. Cremated remains shall be interred without a container or in an urn a minimum of .3 m (1 ft) below the general surface level of the ground or in a designated space in the Columbarium.

## **7. MONUMENTS**

- 7.1. All Persons employed in the construction and erection of monuments or doing other work in the Cemetery, whether they are employed by Greenview or not, shall be subject to the direction and control of the CAO, or designate. No work shall proceed until it is authorized by the CAO, or designate.
- 7.2. Monuments are required to be placed on a monument foundation.
- 7.3. Monuments are installed by contractors at the request of the Plot owner or the Plot owner's personal representative.
- 7.4. The CAO, or designate, upon receiving a written request for the placement or installation of a Monument, may request such information as may, in the opinion of the CAO, or designate, be required to ensure that the Monument is placed in a manner that accords with this Bylaw and any applicable Greenview policy, and may place conditions upon any approval or permit granted.
- 7.5. All monuments shall be supplied by the Owner, in accordance with this Bylaw.
- 7.6. Any Monument that is illegally placed or does not conform to this Bylaw will be removed at the Owner's expense.
- 7.7. All Monuments are the property of the Owner and all required maintenance or repair of the Monument is the sole responsibility of the Owner.
- 7.8. All monuments must remain fully on the Plot purchased (not encroaching on another Plot).

- 7.9. The owner of each plot may erect their own monument, marker or headstone with a maximum height of 5’.
- 7.10. Monuments shall be in keeping with the appearance of other monuments in the Cemetery and with the character of the Cemetery.
- 7.11. Greenview shall report to a family member or responsible party of an installation that it is in disrepair. It shall be the duty of the family member or responsible party to repair or remove such installation within thirty days of notice from Greenview. Greenview shall have the power to repair such monument and charge the cost thereof to the family member or responsible party. Such costs may be recovered as a debt from the family member or responsible party of Greenview.
- 7.12. Greenview will not be responsible for any errors resulting in monuments being designed, or the description on the face being inaccurate.
- 7.13. Greenview will not be responsible for normal wear and tear on monuments, this includes small chips and scratches from maintenance equipment.
- 7.14. The CAO, or designate, may arrange for the temporary removal of a monument without permission of the Owner if, during the excavation of an adjoining Plot, or other works, the Monument is found to be a hazard or removal of the Monument is required to gain access to a Plot for Interment preparation, provided the Monument is replaced in its original position on the Plot as soon as is reasonably possible. This work shall be done at the cost of Greenview.
- 7.15. Monument installations shall only occur under the direction and supervision of the CAO, or designate.
- 7.16. All work shall be performed during regular business hours of the Cemetery excluding statutory holidays.

## **8. MAINTENANCE AND CARE**

- 8.1. Cemetery maintenance is to be supplied by Greenview, which is to include the seeding of Plots, watering, seasonal cutting of grass and weeds and keeping Plots in a well maintained condition. Cemetery maintenance shall not mean the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.
- 8.2. Greenview is authorized to remove, or have removed, any weeds, grass, funeral designs or floral pieces which may become wilted, or any other article or thing which, in the opinion of Greenview is unsightly.

## **9. GENERAL PROVISIONS**

- 9.1. No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct.
- 9.2. No person shall drive a vehicle in a Cemetery at a speed of more than 30 km/h, shall be subject to the directions and orders of the CAO, or designate, and must adhere to the applicable laws in force at the time in the Province of Alberta.
- 9.3. The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- 9.4. No person shall drive any vehicle with a trailer within the Cemetery without first obtaining the written permission from the CAO, or designate, prior to entering the Cemetery.
- 9.5. No person shall drive a vehicle over any lawns, gardens or flower beds unless permitted by the CAO, or designate.
- 9.6. All persons and funeral processions in the Cemetery shall obey the instructions of the CAO, or designate.
- 9.7. No person shall destroy, cut, pick, break or damage any tree, shrub or plant in the Cemetery except as directed by the CAO, or designate.
- 9.8. No person shall create any nuisance, engage in activities such as games or sport, or otherwise engage in any activity that is, in the opinion of the CAO, or designate, a Peace Officer or Bylaw Enforcement Officer, indecent or disrespectful, disturbing to the solemnity or repose of a Cemetery, or disturbing of other persons assembled for the purpose of a funeral or interment within a Cemetery or Columbarium.
- 9.9. No person having care, control or ownership of a domestic animal, shall allow or permit that animal to be present within the boundaries of the Cemetery or Columbarium. This section does not apply to Service Dogs.
- 9.10. No person shall at any time, take or ride into the cemetery on an Off-Highway vehicle as defined in the Highway Safety Act.
- 9.11. Greenview will take all reasonable precautions to protect the property within the Cemetery, but assumes no responsibility for the loss of, or damage to, any monument, marker or part thereof, or any other article placed on a Plot or to a Plot itself.
- 9.12. No person shall write upon, deface, injure or change the position of any monument stone or other structure within the cemetery.
- 9.13. No person shall deposit any litter of any kind on any portion of the lands within the boundaries of the Cemetery except in the receptacles provided for that purpose

- 9.14. Cut flowers, wreaths, floral offerings, artificial flowers or other articles may be placed on Plots, but will be removed by the CAO, or designate, when their condition is considered to be detrimental to the aesthetics of the Cemetery or for the purpose of regular Cemetery maintenance. Any article removed pursuant to this Section, will be held at the Grande Cache Public Service building for collection. After 14 days, the Cemetery will dispose of any unclaimed items. The Cemetery is not obligated to give notice of removal or disposition.
- 9.15. Artificial wreaths and flowers will be allowed from the last cutting of the lawn in the fall, approximately October 1st, until the first cutting in the spring, approximately May 15th. Artificial flowers remaining in the Cemetery after May 15 will be removed and stored at the Grande Cache Public Services building until June 1 of each year, at which time they will be disposed.
- 9.16. No person shall plant any shrubs, trees, bulbs or flowers in any part of the Cemetery except the CAO, or designate. No seeds or wildflower mixes are permitted to be scattered. Illegally planted plant material will be removed by the CAO, or designate.
- 9.17. Selling of flowers or plants or soliciting the sale of any commodity or advertising of any sort in a Cemetery is prohibited, except as permitted by the CAO, or designate.
- 9.18. Nothing in this Bylaw relieves a person from compliance with any and all applicable Federal and Provincial laws and/or regulations, and/or other Bylaws and/or regulations of Greenview.
- 9.19. Greenview is not liable for exercising its discretion to not take action pursuant to this Bylaw if that decision is made in good faith.
- 9.20. Nothing in this Bylaw shall restrict Greenview's rights at common law or under any applicable legislation to enforce its rights and obligations with respect to the Cemeteries.

## **10. ENFORCEMENT**

- 10.1. Any person who contravenes a provision of this bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500.00 exclusive of costs, for breach thereof.

## **11. SEVERBILITY**

- 11.1. Should any provision of this bylaw be invalid, then such invalid provision shall be severed and the remaining bylaw shall be maintained.

## **12. REPEAL**

- 12.1. Bylaw 811 Cemetery Bylaw and all amendments thereto are hereby repealed.

## **13. COMING INTO FORCE**

13.1. This Bylaw shall come into force and effect upon the day of final passing and signing.

Read a first time this 11 day of January, 2022.

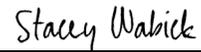
Read a second time this 22 day of February, 2022.

Read a third time this 28 day of June, 2022.



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REEVE



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CHIEF ADMINISTRATIVE OFFICER