

BYLAW 2:2010

BEING A BYLAW OF THE TOWN OF IRRICANA IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE CONTROL AND MANAGEMENT OF THE IRRICANA MUNICIPAL CEMETERY.

WHEREAS pursuant to the provisions of the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended, and the regulations set forth in the Cemeteries Act, R.S.A. 2000, Chapter C-3, Council of the Town of Irricana deems it expedient to pass a Bylaw to provide for the Control and Management of the Irricana Municipal Cemetery.

NOW THEREFORE the Council of the Town of Irricana, in the Province of Alberta duly assembled, enacts as follows:

A. Short Title: this Bylaw may be cited as the “**Cemetery Bylaw**”.

B. Definitions:

1. “Base” shall mean a foundation or footing of concrete to support a monument or marker.
2. “Block” shall mean a group of lots that may be divided into plots or a group of plots as shown on the plan of subdivision of the Cemetery on record in the Town Office.
3. “CAO” shall mean the Chief Administrative Officer of the Town of Irricana.
4. “Cemetery” shall mean land within the Town of Irricana set apart for or used as a place for the interment of the dead or at which human bodies have been buried and known as the Irricana Municipal Cemetery.
5. “Council” shall mean the Council of the Town of Irricana.
6. “Deed” shall mean the exclusive right to use a plot through the application for a plot deed.
7. “Double Depth Plot” shall mean a full single grave plot in which the Town will permit the burial of two bodies in separate caskets, placed one above the other, at minimum depths as required by the Alberta Cemeteries Act.
8. “Family Member or Responsible Person” means the heirs, next of kin or responsible persons who are deemed to be or who claim to be responsible for the upkeep of a plot or monument in the cemetery.
9. “Full Plot” means a single grave plot measuring nine (9) feet by twelve (12) feet.
10. “Funeral Director” means any registered embalmer or mortician licensed in Alberta.
11. “Grave” shall mean an excavation for the burial of human bodies or cremated remains.
12. “Indigent” shall mean a person without means, support, or known relatives requiring burial at the Irricana Municipal Cemetery.
13. “Interment” shall mean the ceremonial service of burial of human bodies or cremated remains, the lowering of the human body or cremated remains

- into the grave and the time required for the bereaved to leave the grave site until closing of the grave can commence.
14. "Monument" means anything that is called a headstone, tombstone, upright or vertical monument, a pillow marker, a flat marker, a grave cover or a footstone that is made of granite, marble, concrete or metallic materials, supported by a concrete monument base which is somewhat lower but level with the surrounding ground.
 15. "Outer Burial Receptacle" shall mean an unsealed concrete container commonly referred to as a burial vault, grave liner or grave box, placed in the grave to house a casket and that is capable of withstanding the weight and pressures of the earth above and surrounding the receptacle.
 16. "The Town" means the Town of Irricana.
 17. "Working hours" means regular hours of work (08:30-16:30), Monday to Friday, inclusive, excluding declared or statutory holidays.

C. Administration

1. The operation of the Cemetery shall be in accordance with established policy by the Town and in accordance with the *Cemeteries Act*.
2. The Town shall be responsible for the sale of Plots, keeping of all necessary records which shall include the location, the name of the owner of each Plot, the name and location of each and every interment and disinterment, and for collection of fees and charges in connection with the Cemetery, including maintenance, burials, and enforcement of this Bylaw.
3. The fees for the purchase, opening and closing of Plots shall be in accordance with the rates set out in Schedule "A"(A-4) attached hereto referenced as the Service Fees & Charges Bylaw 13:2002 (as amended), which can be amended by resolution of Council from time to time.
4. A portion of the sale of plots in the amount of 20% of the purchase price shall be dedicated to a Cemetery Maintenance Reserve which could be used for repairs of monuments in the event that no family or person responsible can be located.
5. Any person acquiring a Plot(s) under the provisions of this Bylaw shall only acquire the right and privilege of burial of the deceased therein subject to the provisions of this Bylaw and shall not be deemed to acquire any title to the land which shall remain vested in the name of the Town.
6. The Town shall take all reasonable precautions to protect the property rights of the owners within the Cemetery from loss or damage; but the Town distinctly disclaims all responsibility or liability for loss or damage from causes beyond its control and especially from damage caused by elements, of an act of God, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or an order of a military or civil authority.
6. The Town shall have Plots available for the burial of human remains at all times.
7. The Town shall make available Plots in the Cemetery for unclaimed bodies of deceased persons and for the bodies of indigent persons.

8. If the Town for any reason deems a previously purchased Plot unusable, the Town will supply a similar Plot at no cost to the original purchaser or heirs and the original lot shall revert to the Town.
9. No owner shall sell or transfer any Plot deed to any other person. Plot deeds may be transferred from one family member to another, but no transfer shall be valid unless such transfer is registered with the Town.
10. The owner may sell his/her Plot back to the Town at an amount representing the original purchase price less 10% administration fee.
11. It is a condition of every burial plot purchased that the owner expressly waives any claim arising from an error by the Town. The Town's liability shall only extend to a refund of any money paid to the Town for a Plot(s) providing that the Plot(s) suggested as an alternative are not acceptable by the owner.
12. The Plot Deed shall be completed in the form of Schedule "B" attached hereto upon the purchaser paying the amount set forth in Schedule "A" attached.

D. General Provisions

1. No person shall, while in the Cemetery:
 - a) Wilfully destroy, mutilate, deface, injure, write upon or remove any monument, marker or other structure or object placed in the Cemetery.
 - b) Wilfully destroy, cut, break, pick or injure any tree, shrub or plant.
 - c) Play at any game or sport or discharge any firearm except at a military funeral.
 - d) Wilfully or unlawfully disturb the quiet or good order of the Cemetery or persons assembled for the purpose of burying a body by improper noise or conduct.
 - e) Be a nuisance, or at anytime behave in an indecent or unseemly manner.
 - f) Interfere with the Cemetery or any Plot, monument or other structure.
 - g) Drive a vehicle at a speed in excess of 15 km per hour.
 - h) Solicit business or place an advertising trademark on any monument or anything within the Cemetery.
 - i) Litter.
 - j) Allow any animal to run at large or defecate in the Cemetery.
2. Vehicles in the cemetery shall keep to the roads provided except Town employees in the performance of their work.
3. The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
3. All work in the immediate vicinity of a plot shall be discontinued during a burial service.

E. Interments and Disinterments

1. No Plot shall be used for any other purpose than for the burial of the human dead.
2. All notifications for burials or ash interments are to be made at the Town during regular working hours.
3. No interments shall be permitted in the Cemetery until an approved Burial Permit (Schedule "D") has been filed with the Town.
4. A full Plot may only be used for:
 - a) the single burial of a person, or
 - b) cremation purposes only for up to 4 interments, or
 - c) a double depth grave, or
 - d) a double depth grave plus up to 3 interments.
5. All burials must have an outer burial receptacle which is not included in the price of a plot or the fees charged by the Town for interment.
6. All graves shall be dug to a depth so that between the top of the liner and the ground surface level there is a distance of at least 0.6 metre (2 feet) if an outer burial receptacle is used.
7. Where two graves are placed in one plot one above the other, the top of the top burial receptacle shall be at least 0.6 metre (2 feet) from ground surface level.
8. Cremated remains may be placed in or on the casket or coffin at the same time that interment takes place as long as the cremated remains receptacle is at least 0.6 metre (2 feet) from the surface.
9. The owner of a Plot or the person instructing the Town to open a Plot shall be responsible to give complete and precise instructions regarding the location of the Plot and the Town shall not be responsible for any errors resulting from the lack of proper instruction.
10. The Town assumes no liability or responsibility for any interments.
11. Plots shall be opened and closed only by person employed by the Town.
12. No body shall be disinterred or removed from the Cemetery for any purpose unless a Licensed Funeral Director applies to do so, the RCMP are advised and a disinterment permit has been issued by the Director of Vital Statistics.

F. Care of Plots, Monuments and Markers

1. To obtain the best landscape effects, the Town is the sole provider of general care services of the entire Cemetery.
2. All flowers, funeral designs or floral pieces will be removed from plots thirty (30) days after interment. Plots will then be covered with loam and seeded to grass by the Town when weather permits.
3. No living monument consisting of trees, shrubs or flowers may be planted on any Plot.
4. The Town shall have the authority to remove any or all decorations, floral designs, flowers, weeds, trees, shrubs, plant or herbage of any kind from

- the Cemetery as soon as they become unsightly, dangerous, detrimental or diseased.
5. Prior to the installation of a monument or marker, the monument location will be confirmed with Town staff through authorization by the CAO provided on the Monument Installation form attached as Schedule "C".
 6. All monuments shall be placed at the head of the Plot.
 7. Only one monument will be allowed per Plot.
 8. All foundations or monuments shall be confined within the boundaries of the respective Plots and monuments shall be installed so that the monument foundation shall be in alignment with all other monuments in that particular row.
 9. No monuments shall be erected except during regular working hours.
 10. All persons erecting monuments shall ensure that the surrounding areas are restored to, and left in the same condition as found prior to installation.
 11. Fencing, railing, roping or earth mound memorial is prohibited.
 12. The Town shall report to a family member or responsible person of an installation that it is in disrepair. It shall be the duty of the family member or responsible person to repair or remove such installation within 30 days written notice by the Town.
 13. An out of repair monument or marker may be repaired or removed by the Town.
 14. The Town shall not be liable for damages resulting from theft, vandalism or damage howsoever caused to monuments or markers erected upon a Plot.
 15. The Town will not be responsible for any errors resulting in monuments or markers being designed or the description on the face being inaccurate.
 16. The Town may authorize plot site repairs when the Town is unable to locate any family members or responsible persons.

G. Enforcement of Rules

1. The Town is hereby empowered to enforce all rules and regulations and to exclude from the Cemetery any person(s) violating same. The Town shall have charge of the grounds including the conduct of funerals, employees, owners and visitors and at all times shall have supervision and control of all persons in the Cemetery.
2. All installations at the Cemetery not conforming to the rules, regulations and provisions of this Bylaw may be made to conform to the Town.
3. Any Peace Officer or Town employee from time to time in charge of the Cemetery may evict therefrom, or deny entrance to any person who contravenes any of the provisions of this Bylaw.

H. Offences & Penalties

1. Any person who contravenes any provision of this Bylaw is guilty of an offence and is liable upon summary conviction, to a fine not less than \$500.00 and not exceeding Five Thousand (\$5,000.00).
2. Notwithstanding H-1 of this Bylaw, any person who commits a second or subsequent offence under this Bylaw within one (1) year of committing a first offence under this Bylaw, is liable on summary conviction to double the fine set out in H-1 for the offence.
3. If a person is found guilty of an offence under this Bylaw, the court may, in addition to any other penalty imposed, order the person to comply with this Bylaw.
4. The levying and payment of any fine provided in the Bylaw shall not relieve a person from the necessity of paying any fees, charges or costs, from which he is liable under the provisions of this Bylaw.

I. Voluntary Payment Tickets

1. A Peace Officer is hereby authorized and empowered to issue Violation Tags to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
2. A Violation Tag may be issued to such person:
 - a) Either personally; or
 - b) By mailing a copy, or leaving the same, to such person at his or her last known postal address.

J. Provisions for Rules and Regulations

1. The CAO may make rules and regulations consistent with this Bylaw for the effectual carrying out of this Bylaw and for the efficient management, control and regulation of the Cemetery.

K. Severability

1. Should any section or part of the Bylaw be found to have been improperly enacted or ultra vires, for any reason, then such section or part shall be regarded as being severable from the Bylaw the remaining after such severance shall be effective and enforceable as if the section found to be improperly enacted had not been enacted as part of this Bylaw.

This Bylaw takes effect on the date of the third and final reading.

READ A FIRST TIME this 1st day of March, A.D., 2010.

READ A SECOND TIME this 1st day of March A.D., 2010.

UNANIMOUS CONSENT FOR A THIRD AND FINAL READING given this 1st day of March, A.D., 2010.

READ A THIRD AND FINAL TIME this 1st day of March, A.D., 2010.

MAYOR

Chief Administrative Officer

Schedule "B"

CEMETERY PLOT DEED

Know All Men by These Presents, that the Town of Irricana, in consideration of the sum of \$_____ (plus GST) paid to it by _____ of _____ in the Province of Alberta, the receipt of which is hereby acknowledged, doth grant unto his/her/their heirs, a certain plot which is described on a map of the cemetery, being Plot _____ in the Irricana Municipal Cemetery situated on the Southwest ¼ of Section 21, Township 27, Range 26, West of the 4th Meridian in the Province of Alberta.

To have and to hold the herein above named premises unto and to the use of the heirs of the said _____ forever.

Provided Always, that the same shall only be used as a place of sepulture; and That the same shall be used subject in all respects to the Bylaws of the Town of Irricana now or hereinafter to be in force affecting the same.

In Witness Whereof, the Chief Administrative Officer of the Town of Irricana, hath signed his/her name hereto, and hath affixed the Corporate Seal of the Town of Irricana, this _____ day of _____, A.D., 20_____.



CAO, Town of Irricana

Schedule "C"

**MONUMENT INSTALLATION
TOWN OF IRRICANA
MUNICIPAL CEMETERY**

Date of Installation: _____

Name of Deceased: _____

Monument Company: _____

Installer: _____

Contact Information: _____

Size: _____ Flat:___ Upright:___ Single:___ Double:___

Plot Number: _____

Authorized by:

CAO, Town of Irricana

Public Works Request: _____



Schedule "D"

BURIAL PERMIT



Town of Irricana Municipal Cemetery

Application for: Purchase

Plot Number: _____

Name of Plot Owner/Purchaser: _____

Address: _____

Phone: _____

Application for: Transfer

I, _____ the owner of Plot _____, apply to transfer said plot to _____ Address: _____

Phone: _____

Owner Signature _____

Application for: Interment Disinterment

I, _____ Owner/Representative, apply for interment/disinterment for the deceased _____,

M/F, Date of Death _____. Death Certificate

c/o Estate/Executor _____

Address: _____

The Provincial Medical Health Officer's Permit for disinterment is attached if required.

Owner/Rep Signature _____

For Office Use:

FEES:

Service Required: Double or Single Depth
 Vault or Urn

PURCHASE _____

Open/Close _____

Wkend/Stat _____

Date of Service: _____

Time of Service: _____

GST _____

TOTAL _____

Receipt # _____ Date: _____