

# VILLAGE OF ALIX

## BYLAW NO. 448/19

**BEING** a Bylaw of the Village of Alix in the Province of Alberta, to provide for the control and management of the municipal cemetery.

**WHEREAS**, the Municipal Government Act RSA 2000 authorizes Council to set regulations governing cemeteries; and

**WHEREAS**, the Cemeteries Act, RSA 2000, c.C-3 as amended, and the regulations thereunder, permit a municipality to own and operate Cemeteries within its boundaries; and

**WHEREAS** the Council of the Village of Alix, wishes to maintain and keep the Cemetery grounds in a sightly manner.

**NOW THEREFORE**, the Municipal Council of the Village of Alix, in the Province of Alberta, duly assembled, enacts as follows:

### **Short Title:**

- (1) This Bylaw shall be known as the “Cemetery Bylaw.”

### **Definitions:**

- (2) For the purposes of this Bylaw:
  - (a) “Base” means a foundation or footing to support a Monument. The purpose of the Base is to provide a buffer for maintenance purposes.
  - (b) “Block” means a group of Plots as shown on the plan of subdivision of the Cemetery on record at the Village Office.
  - (c) “Burial” means to bury a human body or cremated remains in accordance with the Cemeteries Act, RSA 2000, c.C-3 as amended, and the regulations thereunder.
  - (d) “Burial Permit” means a form of authorization or certificate issued by an Authority, Federal or Provincial Agency or Funeral Home and is required to conduct a Burial.
  - (e) “CAO” means the Chief Administrative Officer of the Village of Alix.
  - (f) “Cemetery” means all cemeteries operated by and under the control of the Village of Alix.
  - (g) “Columbarium” means a permanent structure containing a number of Niches for the placement of cremated human remains.
  - (h) “Council” means the Council for the Village of Alix.
  - (i) “Deed” means the exclusive right to use a Plot or Niche in the Cemetery, as described in the said document for burial of

human remains, attached herein as Schedule “E” Cemetery Deed.

- (j) “Grave Decorations” means anything placed on or adjacent to a grave for memorial purposes.
- (k) “Indigent” means a person without means, support, or known relatives requiring Burial at the Cemetery.
- (l) “Interment” means same as Burial.
- (m) “Monument” means a memorial serving to help people remember a person buried in the Cemetery that when permanently constructed or erected:
  - (i) can extend above the surface of the ground.
  - (ii) can be flush with the ground.
  - (iii) can be etched on a Niche cover.
- (n) “Niche” means a single compartment of a Columbarium.
- (o) “Owner” means the person or persons responsible who purchased Plot(s), or Niche(s).
- (p) “Permit” means a prescribed form by the Village for application to carry out any work at the Cemetery, attached herein as Schedule “D” Monument Installation Work Permit.
- (q) “Plot” means a parcel of land for the purposes of a Burial in the Cemetery.
- (r) “Veteran” means any person who at any time in their life, served on a full-time basis in the Canadian or British Naval, Armed Forces or Air Forces.
- (s) “Village” means the Village of Alix

**General Provisions:**

- (3) No person shall, while in the Cemetery:
  - (a) willfully destroy, mutilate, deface, injure, write upon or remove any Monument, other structure or object placed in the Cemetery or any fence, railing, wood installed for protection or ornamentation.
  - (b) willfully 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) willfully 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 any time behave in an indecent or unseemly manner.
  - (f) deposit any paper, sticks, or refuse of any kind on any

portion of the lands within the boundaries of the Cemetery except in receptacles provided for that purpose.

- (4) In order to allow for proper maintenance and safety considerations, Cemetery Grave Decorations are regulated as follows:
  - (a) memorials such as candles, statues, decorative flags, stuffed animals, balloons, vases, tin cans, buckets, solar lights, or any other materials that are permanently attached to the Monument are permitted, however such memorials shall be removed by Village personnel without notice if not permanently attached to the Monument. Attachments to the Base must be approved by the Village.
  - (b) artificial flowers, including the holder are only permitted if permanently contained within the Monument. Artificial flowers including the holder not permanently contained within the Monument shall be disposed of without notice. Attachments to the Base must be approved by the Village.
  - (c) cut fresh flowers are permitted on Plots, however, will be removed by Village staff without notice if they become unsightly, wilted or become displaced by wind.
  - (d) no flowers or Grave Decorations shall be removed five(5) days prior to or after Statutory Holidays, as well as Mother's Day and Father's Day, unless they become a safety hazard.
  - (e) glass or china Grave Decorations of any kind will not be permitted and will be removed by Village staff without notice.
  - (f) plantings of any kind are not permitted on Plots and will be removed without notice.
  - (g) the Village shall not be liable for lost, misplaced, removed or broken Grave Decorations or for damage caused by the elements, thieves, vandals or by causes reasonably beyond its control. The Village reserves the right to regulate the method of decorating Plots and the right to remove any Grave Decoration so that a uniform beauty of the Cemetery may be maintained.
- (5) The Village may prohibit the driving of any vehicle in the Cemetery when roads are in an unfit condition. The owner of any vehicle shall be responsible for any damage done by a vehicle within the boundaries of the Cemetery.
- (6) Vehicles in the Cemetery shall keep to the roads provided except Village employees, contractors or vehicles required for Burial services in the performance of their work.
- (7) No vehicle in the Cemetery shall travel at a speed in excess of fifteen (15) km per hour.
- (8) Pets are allowed in the Cemetery on a leash and in direct control of an adult. All terms of the Village of Alix Animal Control Bylaw as amended from time to time apply to any animal within the Cemetery.

- (9) Persons within the Cemetery shall use only the roads and walkways, and no one is permitted to walk upon or across Plots except Village staff or contractors in the performance of their work.
- (10) All work in the Cemetery shall be discontinued during a Burial service.

### **Administration**

- (11) The CAO or designate shall make all sales of Plots in the Cemetery including Niches and shall receive all monies resulting from the sale of such lots.
- (12) Fees for the purchase, opening or closing of Plots and any other charges associated with the Cemetery shall be charged in accordance with the Village of Alix Fee Schedule Bylaw as amended from time to time.
- (13) Upon purchase of a Plot or Niche, a Deed will be provided to the purchaser as established in Schedule "E" of this Bylaw and shall not be deemed to acquire any title to the land which shall remain vested in the name of the Village.
- (14) Not more than four (4) reserve Plots or two (2) Niches may be purchased by any person or estate, except in special circumstances as approved by the CAO.
- (15) A Plot or Niche shall not be resold to any other party, however a Plot or Niche may be transferred from one family member to another family member. No transfer shall be valid unless such transfer as established in Schedule "C" attached is duly registered with the Village.
- (16) Notwithstanding Section (15), a Deed may be exchanged or transferred back to the Village, where upon the Owner shall be entitled to receive a refund of the original purchase price, less an administration fee of 15%.
- (17) The Owner may cancel a purchase without penalty within thirty (30) days of the agreement being signed on any item(s) that have not been used for Burial.
- (18) If the Village for any reason deems a previously purchased Plot or Niche unusable, the Village will supply a similar Plot or Niche at no cost to the Owner or heirs and the original purchase shall revert to the Village.
- (19) In the case where a Plot or Niche is inadvertently sold twice, the first receipt of payment issued by the Village shall be considered valid.
- (20) No Plots shall be further subdivided or altered in any manner at variance with the Cemetery plans, unless authorized by the Village.
- (21) A non-refundable registration fee in accordance with the Village of Alix Fee Schedule Bylaw as amended from time to time will be applied when there is a registration (Burial or reserve) for any additional person on an existing Plot or Niche.

- (22) A Plot or Niche sold to a Veteran will be charged at 50% of the amount normally charged according to the Village of Alix Fee Schedule Bylaw as amended from time to time.
- (23) Interment of Indigent and unclaimed bodies shall be provided according to the Cemeteries Act, RSA 2000, c.C-3 as amended.
- (24) The Village shall not be liable for damages resulting from theft, vandalism or damage howsoever caused to Monuments or approved memorial items erected upon a Plot or Niche.

### **Interments and Disinterments**

- (25) No Plot or Niche shall be used for any purpose other than Burial of human bodies, and the cremated remains of human bodies.
- (26) No Interment shall be permitted in the Cemetery unless a proper Burial Permit is received by the Village.
- (27) A minimum of seventy-two (72) hours' notice shall be given to the Village prior to the time set for an Interment in order to prepare the gravesite. Notice must be given between 8 a.m. to 4 p.m. from Monday to Friday.
- (28) Interments shall be made only between the hours of 8:00 a.m. and 4:00 p.m. Monday to Friday excluding statutory holidays, and charges for opening and closing a site will be in accordance to the Village of Alix Fee Schedule Bylaw as amended from time to time.
- (29) Any Interment taking place outside of the times listed in section (28) shall be charged the additional cost of providing Village employees at the Cemetery to accommodate the Burial.
- (30) A full-size Plot may only be used for:
  - (a) the single full Burial of a person, or
  - (b) the single full Burial of a person, plus up to four (4) ash Interments, or
  - (c) up to four (4) ash Interments without a full Burial.

Where the areas that do not accommodate these numbers, the room provided will dictate the number of cremations permitted.

- (31) A cremation Plot may only be used for up to a maximum of two (2) ash Interments.
- (32) A Columbarium Niche may only be use for up to two (2) ash Interments as space permits.
- (33) The Village must be notified if cremated remains of another person will be in a casket at the time that Interment takes place and a Burial Permit must be provided for the additional remains.
- (34) Whenever a Plot or Niche is held by two (2) or more persons, an order for Interment in such Plot or Niche or any part thereof will be accepted by the Village from any one of the said persons or their personal representative.

- (35) The person instructing the Village to open a Plot shall give complete and precise instructions regarding the size and location of the opening, and the Village shall not be responsible for any errors resulting from the lack of proper instruction.
- (36) Regardless of any other Section of this Bylaw, the purchase of a Plot in the west portion of the Cemetery entitles the purchaser to the Burial of up to four (4) cremated human remains only. Full Burials are not permitted in this section.
- (37) No remains shall be disinterred or removed from the Cemetery for any purpose unless a licensed Funeral Director is in charge, the RCMP are advised and a permit to exhume a body has been issued by the Director of Vital Statistics. Disinterment charges will be established by Administration on an as needed, cost recovery basis.
- (38) The Owner of the Plot, Permit Holder or Provincial Medical Officer requesting the disinterment shall be responsible for cost of the disinterment process, including post Plot cleanup, to be done by a qualified company or person(s) only during hours specified in Section (28), to the satisfaction of the Village.

### **Monuments**

- (39) All persons employed in the erection, repair or replacement of Monuments or doing other work in the Cemetery, whether employed by the Village or not, shall be subject to the direction and control of the Village.
- (40) All persons employed in the construction and erection of Monuments shall be required to purchase a work permit as outlined in Schedule "D" of this Bylaw from the Village prior to commencing work. The cost of the work permit shall be charged in accordance with the Village of Alix Fee Schedule Bylaw as amended from time to time.
- (41) No Monuments shall be erected, repaired or replaced on Saturdays, Sundays or statutory holidays unless permission in writing has been granted by the Village.
- (42) Monuments shall be constructed of stainless steel, aluminum, bronze or stone, such as granite, slate or marble.
- (43) Cairns, boulder or homemade Monuments are not permitted.
- (44) Monument placement shall not interfere with any other Plots and must be contained within the Plot boundaries except where Plots are directly adjacent, and a double Monument is requested by the Owner.
- (45) Excluding Niche Monuments, or where there is not a pre-poured concrete foundation, Monuments shall be placed on a foundation of concrete or any other material approved by the Village. The foundation shall be placed level with the surrounding ground contour, be at least 10.16 cm (4") wider on all sides of the Monument and at least 10.16 cm (4") in thickness. Monuments placed on the pre-poured Base in the cremation circles, be at least 5.08 cm (2") smaller on all sides of the Monument.

- (46) The maximum number of Monuments are as follows:
- (a) Not more than four (4) Monuments shall be placed upon a single full Burial Plot with only one (1) upright and up to three (3) Monuments level with the ground contour.
  - (b) One (1) Monument per cremation Plot, not to exceed a height of 0.2032 m (8").
  - (c) One (1) Monument per single Niche, or two (2) Monuments per double Niche.
- (47) All persons erecting Monuments shall ensure that the surrounding areas are left in the same condition as found.
- (48) New fences, railings, walls, enclosures, copings, hedges, woody ornamentals, flowering ornamentals in or around the Plots are prohibited.
- (49) New coverings or slabs placed over any Plots are prohibited in Phase Three of the Cemetery. Replacement of an existing damaged or unsightly covering or slab may be permitted by the Village.
- (50) If in the opinion of the Village any item included in, but not limited to Sections (48) and (49) become detrimental to adjacent Plots, walks or driveways, or become dilapidated or unsightly, the Village shall have the right to order the Owner to remove such item(s). If the Owner cannot be identified or does not carry out the order within thirty (30) days, the Village may carry out the order as stated and charge the cost to the Owner, if known.
- (51) Monuments are placed in the Cemetery at the Owner's risk and the Village assumes no liability or responsibility for loss or damage to any Monument or other decoration placed on a Plot.

### **Penalty**

- (52) Except as otherwise provided herein, every person who contravenes any provision of this Bylaw is guilty of an offence and shall be liable on conviction to a fine of not less than One Hundred (\$100.00) dollars or more than Two Thousand Five Hundred (\$2,500.00) dollars.
- (53) Every person who contravenes any provision of this Bylaw, as enumerated in Schedule "A" attached hereto, is guilty of an offence, and shall be liable on conviction to the penalty specified therein for such offence.
- (54) When a voluntary penalty ticket is issued for an offence, which is not enumerated in Schedule "A" attached hereto, the monetary penalty shall be the minimum fine that may be imposed under section (52) of this Bylaw.
- (55) Any person who contravenes any section of this Bylaw for a second or subsequent time within a twelve (12) month period is guilty of a second or subsequent offence and liable to the fines as outlined in Schedule "A".

**Severability**

- (56) Should any section or part of this 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 and the Bylaw 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.

**THE** previous Cemetery Bylaw 384/09 and any amendments thereto are hereby repealed by passage of this Bylaw.

**THIS** Bylaw shall come into force and effect on final reading thereof.

Read a first time this 7<sup>th</sup> day of August, 2019.

Read a second time this 4th day of September, 2019.

Read a third time and finally passed this 4th day of September, 2019.

---

Mayor

---

Chief Administrative Officer



## Schedule "A"

### Penalties

<u>Violation</u>	<u>First Offence</u>	<u>Second Offence</u>	<u>Third Offence</u>
Any violation under <i>General Provisions:</i> s. (3); (a) through (c)	\$250	\$500	\$1,000
Any violation under <i>General Provisions, except</i> s. (3); (a) through (c)	\$100	\$250	\$500
Any violation under <i>Interments and Disinterments</i>	\$500	\$1,000	\$2,500
Any violation under <i>Monuments</i>	\$250	\$500	\$1,000

## Schedule "B"

### Application for Full/ Cremation Plot or Niche

Name of Person to be Interred: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Applicant (if different):  
\_\_\_\_\_

Address of Applicant:  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

#### NEXT OF KIN:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

In making this application, and in consideration of the Village of Alix selling to the undersigned, the undersigned acknowledges and agrees that:

- a. This application shall constitute a binding contract between the parties for the purchase of the plot/niche specified, and all the provisions of the Cemetery Bylaw, as amended from time to time,

hereafter shall be deemed to be included as terms and conditions of this contact.

- b. That the title deed issued for the plot/niched shall not be a title in fee simple but shall be an easement or license only to use the burial plot/niche.
- c. That this agreement shall be binding upon the parties hereto and their respective heirs, executors and administrators.
- d. The undersigned hereby agrees that this plot/niche is transferrable only to a family member of the purchaser or transferred back to the Village, in accordance with the Cemetery Bylaw.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Plot Description:**

**Full Plot** \_\_\_\_\_ **Cremation** \_\_\_\_\_ **Niche** \_\_\_\_\_

**Plot Location:**

**Plot** \_\_\_\_\_ **Block** \_\_\_\_\_ **Section** \_\_\_\_\_

---

Total Payment: \_\_\_\_\_

Payment Received by: \_\_\_\_\_

In consideration of the payment in the amount herein set forth made by the Applicant, the Village hereby grants to the Applicant, a burial plot deed entitling the Applicant to a license or easement to use the burial plot herein described and have access thereto.

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

---

**Schedule "C"  
Transfer Form**

I, \_\_\_\_\_, being the owner of said \_\_\_\_\_, do hereby transfer (plot, niche as described in the Deed)

to said \_\_\_\_\_, all my estate and (Name of Transferee)

and interest in said \_\_\_\_\_.

(plot, niche as described in the Deed)

In Witness Whereof, I have hereunto subscribed my name this:

\_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner



---

**Schedule "D"**  
**Monument Installation Work Permit**

Name of Monument Company: \_\_\_\_\_

Company Contact Name: \_\_\_\_\_

Company's Address: \_\_\_\_\_

Company's Phone #: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Location of Plot: Plot: \_\_\_\_\_ Block: \_\_\_\_\_ Section: \_\_\_\_\_

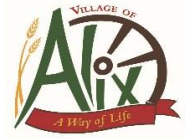
Date of Application: \_\_\_\_\_

Estimated Date of Placement: \_\_\_\_\_

Permit Fee: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

---



**CEMETERY PLOT DEED**  
**Schedule "E"**

The Village of Alix does hereby sell, convey and transfer to

\_\_\_\_\_ of the Village/Town/City of

\_\_\_\_\_, and his/her heirs, one

Plot/ Niche located at Plot \_\_\_\_\_, Block \_\_\_\_\_,

Section \_\_\_\_\_ to have and to hold by the Owner, his/her heirs,

subject to conditions and limitations set forth hereinafter:

That the Plot/Niche shall not be resold to any other party; but may be transferred to another family member. Any transfer should be registered in accordance with Schedule "B" of the Cemetery Bylaw;

Any and all Monuments shall be constructed of stainless steel, aluminum, bronze or stone, such as granite, slate or marble, in accordance with the Cemetery Bylaw;

Monuments are placed in the Cemetery at the Owner's risk and the Village assumes no liability or responsibility for loss or damage to any Monument or other decoration placed on a Plot;

The Owner(s) of a Plot/Niche shall be subject to the regulations and penalties of the Cemetery Bylaw and amendments thereto.

Signed and sealed on behalf of the Village of Alix, dated this

\_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

