

**BYLAW #2021-07**  
**VILLAGE OF ACME**  
IN THE  
PROVINCE OF ALBERTA  
**CEMETERY BYLAW**

A BYLAW of the Village of Acme in the Province of Alberta respecting the **OPERATION OF THE ACME CEMETERY**

**WHEREAS**, the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26 with amendments, and the Cemeteries Act Revised Statutes of Alberta, 2000, Chapter C-3 with amendments, provides the Council with the authority to regulate and manage Cemeteries, and;

**AND WHEREAS**, Council has deemed it desirable to provide for the control and regulation of the Cemetery operated by and under the control of the Village of Acme in accordance with the Cemeteries Act and all other applicable legislation;

**AND WHEREAS**, Council deems it desirable to define the rights, interests, and privileges of a lot owner and to establish guidelines upon which the Cemetery will be operated;

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

**SECTION 1 – SHORT TITLE**

1.1 This Bylaw may be cited as the "Cemetery Bylaw."

**SECTION 2 – DEFINITIONS**

- 2.1 **"Allocated Lot"** means a pre-purchased lot that is allocated at the time of purchase and set aside for the purchaser. Not to be resold unless back to the Village.
- 2.2 **"Authorized Delegate"** means a person or agency who has been designated by the CAO to carry out the duties herein.

- 2.3 **“Base”** means that lower portion of the Marker or Monument, constructed of granite, and set on a flush or Ribbon Foundation to support the Monument.
- 2.4 **“Burial”** means the Interment of human remains in an earth Lot or the Interment of human Cremated remains in an earth Lot, Niche, or Ossuary. The act of burying a deceased person, Interment, or Inurnment.
- 2.5 **“Burial Permit”** means a permit issued by the proper official of the Province of Alberta required to bury or cremate the remains of the deceased and is required by law. If the deceased has been cremated, a Cremation Certificate can be accepted in its place. If out of Province or Country, a document of disposition from that jurisdiction.
- 2.6 **“Burial Plot” or “Plot”** means a single grave plot measuring five (5) feet by twelve (12) feet.
- 2.7 **“CAO”** means Chief Administrative Officer.
- 2.8 **“Care and Maintenance”** means the long-term care and maintenance of cemeteries, looked after by a fund that is established pursuant to the Province of Alberta Cemeteries Act for the purpose of providing for the long term or Perpetual Care and maintenance of the cemetery.
- 2.9 **“Cemetery”** means any Cemetery owned and operated by or under the control of the Village of Acme. Land for the Burial of human bodies or cremated human remains. Cemetery shall mean all the cemeteries and columbaria now or hereafter developed, acquired, or erected by the Village of Acme.
- 2.10 **“Cemetery Administration”** means the Administration of the Cemetery or Cemeteries, headed by Acme Village Council, CAO, and their designates.
- 2.11 **“Cemetery Records”** means the permanent records of all sales, location descriptions, and the names of any persons buried, and the dates associated with these records or transactions.
- 2.12 **“Cemetery Services”** means the supplying of any service to be rendered at a Cemetery in respect to any Lot or Niche. Services could include some, but not necessarily all of: Burial rights, Perpetual Care, opening and closing of graves, permits to erect a Monument or install a Marker.
- 2.13 **“Columbarium”** means an above ground structure or building in the Cemetery designed for the Inurnment of cremated human remains in sealed Niches.
- 2.14 **“Council”** means the Municipal Council of the Village of Acme.
- 2.15 **“Cremated Remains”** means the remnants of the human body that remain following the cremation process.



- 2.16 **“Disinterment”** means the removal of human remains or cremated human remains from a grave Lot or Niche.
- 2.17 **“Easement”** means that at the time of purchase of a Lot, or Columbarium Niche, he/she is purchasing Interment rights, or the right to use a Lot or Niche. The ownership of all Cemetery property remains with the Village of Acme.
- 2.18 **“Field Crew”** means the staff members of the Village of Acme or contracted persons appointed by the Cemetery Administration to carry out the duties in the cemetery necessary for maintenance, Burial, memorialization, and safety and all ongoing and project work necessary to the running of the cemetery.
- 2.19 **“Grave Liner”** means a concrete or bronze box placed in a grave to house a casket.
- 2.20 **“Holiday”** means all general and statutory holidays proclaimed by the Village of Acme, the Province of Alberta or the Government of Canada.
- 2.21 **“Interment”** means the burial of human remains in a casket or Urn in an in-ground Lot.
- 2.22 **“Inurnment”** means the placement of an Urn containing Cremated Remains in a Niche in an above ground facility.
- 2.23 **“Legal Representative”** means a person or persons directed in a deceased person’s will or by the courts to carry out the requests of the deceased person(s).
- 2.24 **“Licensee”** means a person(s) who purchases a Lot(s) in the Cemetery.
- 2.25 **“Liner or Vault”** means a box placed in the ground to totally enclose a casket in a grave in a Cemetery. The container is designed and built to withstand the weight of the earth and standard Cemetery maintenance equipment. Approved materials for a vault are concrete or bronze.
- 2.26 **“Lot or Space”** means a specific area designed for Burial of a casket or Cremated Remains, sold as an Easement and includes Columbarium Niches. All spaces to be laid out with an individual legal description. Generally quoted from largest to smallest description. e.g.: Block (area of multiple Lots); Lot (area of two (2) or more Lots); Plot (singular Burial or Interment space).
- 2.27 **“Maintenance”** means the regular upkeep of the Cemetery grounds.
- 2.28 **“Marker” or “Monument”** means a structure of approved bronze, granite, or marble for memorial purposes placed on any grave, whether upright or ground level as stipulated by the Cemetery Association, or an etched Niche cover, indicating the place of Burial and the person buried in that site. The size and type to be approved by the Cemetery Association.

- 2.29 **“Niche”** means a single compartment of a facility designed and constructed for the safe, above ground, inurnment of Cremated Remains.
- 2.30 **“Owner”** means a person, heir, executor, or authorized funeral director with burial privileges for one or more plots.
- 2.31 **“Permit”** means a prescribed form supplied by the Village for application to carry out any work in the Cemetery.
- 2.32 **“Perpetual Care”** means the maintaining and preservation, in perpetuity, of the Cemetery and grounds.
- 2.33 **“Perpetual Care Fund”** means a reserve Fund established by the Village of Acme for the purpose of providing Perpetual Care.
- 2.34 **“Ribbon Foundation”** means a continuous strip of concrete used for the placement of Monuments.
- 2.35 **“Title”** means the document proving the purchase of a lot or lots. Includes lot number or numbers of the lot(s) purchased.
- 2.36 **“Unallocated Lots”** means a lot that is available for purchase.
- 2.37 **“Urn”** means a container used for storing of cremated human remains.
- 2.38 **“Village”** means the Village of Acme in the Province of Alberta.

### **SECTION 3 – ADMINISTRATION AND AUTHORITY OF THE CEMETERY**

- 3.1 Authority: The CAO is the authority as determined by this bylaw and may delegate his/her authority to an Authorized Delegate to carry out the functions and duties as specified in this Bylaw, to an outside agency or person in accordance with an agreement of the Village of Acme. The Village reserves the right to alter its regulations set out in this bylaw from time to time and the CAO may temporarily suspend, revoke, or vary any regulation upon a written request.
- 3.2 Application: This Bylaw shall apply to any Columbarium or Burial area in the Cemetery, or in any Cemetery, now in existence or which may hereafter be erected or developed by the Village of Acme. The CAO or designate is the sole judge of any question of interpretation or application of the Bylaws. The interpretation or application shall be final and conclusive.
- 3.3 Non-Limitation: In all matters not specifically covered by these Bylaws, the Cemetery Administration reserves the right to do that which in its judgment is deemed reasonable in the Cemetery, and such determination shall be binding upon the Plot owners and all parties concerned.

- 3.4 Special Cases: Circumstances may arise in which the literal enforcement of a rule or regulation based on these Bylaws, may impose unnecessary hardship. The Cemetery Administration, therefore, reserves the right to make exception, suspension, or modification to any Rule or Regulation without notice. Any exception, suspension, or modification to any item by the Cemetery Administration, when necessary, shall in no way be construed as effecting the general application of such Rules and Regulations.
- 3.5 Error Correction: The Cemetery Administration reserves the right and shall have the right to correct any errors that may be made either in making an Interment or Disinterment or in the description or sale or transfer of any Interment property. The correction can be obtained by cancelling or substituting another property of equal value and similar location as far as possible, or refunding the amount paid on account of that property. If the error involves Interment of the remains of any person the Cemetery Administration reserves, and shall have, the right to remove and reinter the remains into a property of equal value and similar location, with the consent of the Licensee, subject to all applicable legislation and regulations.
- 3.6 Disclaimer: The statement of any employee of the Village of Acme shall not be binding upon the Cemetery Administration except if such statement coincides with the document conveying the right of Interment, Bylaws, and the rules and regulations reflecting the Bylaws.
- 3.7 Admission: The general public is welcome to visit the Cemetery between Dawn to Dusk. The administration reserves the right to refuse admission or the use of any cemetery facilities at any time to any person or persons whom the Cemetery Administration may deem objectionable to the best interests of the Cemetery.
- 3.8 Tariff: The Village of Acme shall make available to the general public, during office hours, the tariff of rates for Lots, Niches, opening and closing, Disinterment and reinterment, weekend and holiday Burial charges, and any other applicable fees.

#### **SECTION 4 - LAND DESCRIPTION**

- 4.1 The following is established and set apart for the sole purpose of a Public Cemetery to be known as the Acme Cemetery, describes as follows:

A portion thereof SE¼ - 25 - 29 - 26 - W4 (3.58 Acres)

#### **SECTION 5 - SALE AND TRANSFER OF LOTS**

- 5.1 Burial Plot/ Columbarium Niche Purchase:



- 5.1.1 Any person may purchase a burial plot or columbarium niche from the Village of Acme. The purchase may be made at the Village of Acme Municipal Office.
- 5.1.2 The purchase price is established by the Village of Acme Master Rates Bylaw and reviewed on a regular basis. Additional fees, such as opening, closing, and perpetual care fees, are established in the Village of Acme Master Rates Bylaw.
- 5.2 Number of Lots: A person may purchase a maximum of four (4) plots. Approval by the CAO or Designated Officer is required for any purchase exceeding four (4) lots. Purchases shall be done in person. A purchase is not complete until payment has been received in full. A Title of Ownership shall be provided to the purchaser upon finalization of the purchase. One Title per Lot/Niche.
- 5.3 Transfer of Lot: Members of the same family may transfer plots to each other provided that the request is made in writing to and approved by the Village of Acme.
- 5.4 Resale and Refunds: No person shall sell a Cemetery Lot to any other person. Lots can be sold back exclusively to the Village of Acme in accordance with the Cemetery Bylaw. The Village will refund the original purchase price. If no proof of purchase is available, the amount of the refund will be determined by the CAO not to exceed 80% of current value. Where taxes are applicable to the original purchase price, they will be refunded based on the portion of the purchase price refunded. Refunds shall be subject to any applicable administration fee at the time of cancellation.
- 5.5 Records: The survey and Interment records are maintained at the Village Office and the Village will accept no responsibility for any excavation upon any plot unless authorized by the Village of Acme.
- 5.6 Responsibilities: All Purchasers (Owners/Licensees) shall be responsible for the cost of the space and for all charges in connection therewith. The purchaser of the space accepts this responsibility and is responsible to comply with all Bylaws, Rules and Regulations governing the ownership of the space, Internment into the space, and erection of the Marker or Monument applicable to the space.
- 5.7 Address Change: It is the duty of the Owner to notify the Cemetery Authority of any change in their mailing address. Notice sent to the owner at the last known address on file shall be considered sufficient and proper legal notification.
- 5.8 Cost: Lots for Burial purposes shall be sold and services in the Cemetery shall be rendered in accordance with the fees set forth in the Master Rates Bylaw of the Village of Acme. Lot costs include Easement and care components.
- 5.9 Easement: Ownership of any space remains with the Village. The right to use a Lot is sold to the Licensee. A licensee has no right to the use of any Lot until the

purchase price is paid in full. All fees for the Lot must be paid in full prior to the arrangement of Interment into the Lot.

- 5.10 Documentation: Upon payment by any person of the full price of any Lot, the purchaser will be given a receipt for the sum paid as well as a Title Certificate, and this receipt with the purchase Invoice will entitle the Licensee to the right of Easement in the Lot purchased.
- 5.11 Subdivide: No person shall further subdivide or alter any Lot in any manner at variance with the divisions set out by the Cemetery Administration as shown on the Cemetery Plan.
- 5.12 Cancellation: The purchaser 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 or memorialization. After thirty (30) days, cancellation of unused space or services can be arranged with the Cemetery Administration by the purchaser or designated person, subject to any applicable administration fee.
- 5.13 Lot size: A single Lot shall measure five (5) feet in width by twelve (12) feet in length.
- 5.14 Error Correction: It is a condition of sale and use of any Lot in the Cemetery that the owner expressly waives any claim arising by reason of any error or misdescription of any Burial Lot. The Cemetery Administration undertakes that it will attempt, insofar as is reasonably possible, to avoid such errors but its liability shall only extend to refund in case of error of any money paid to the Cemetery Administration, for a Lot or Lots.
- 5.15 Replacement: If there is any reason the Lot cannot be used for burial or there is any error in the Lot description, the Cemetery Administration undertakes to make an equivalent quality of Lot of Lots available in lieu of those originally allocated.
- 5.16 Reclamation: Any space may be deemed abandoned if there has been no Interment in the Lot, and there has been no recorded activity pertaining to the Lot for a period of fifty (50) years. Any Lot or Niche designated as abandoned may be reclaimed by the Cemetery Administration to be disposed of in any manner the Cemetery Administration deems appropriate.
- 5.17 Replot: The Cemetery Administration has the right, from time to time, to change layout, establish, close, eliminate, or modify or change the location of roads, walks or drives; to resurvey, enlarge, alter, or change any portion of the Cemetery as necessary to be used as Burial areas or for the erection of buildings or services.
- 5.18 Ownership Priority: The Cemetery Administration shall recognize Easement ownership to permit Burials into existing occupied Lots as noted at the time of the Lot purchase. If new ownership was passed on the Cemetery Administration will use the order of priority as set out in the Provincial Order of Disposition.



- 5.19 Inheritance: Where a Cemetery Lot or Niche is inherited, the new owner must provide proof of ownership to the satisfaction of the Cemetery Administration. The Provincial Order of Disposition will be followed to determine the ownership or rights to the spaces after death of the owner.
- 5.20 Upkeep: All Plots or Columbarium(s) in the Cemetery will be sold with reasonable upkeep. The term reasonable shall mean the regular care as given to all municipal property.

## SECTION 6 – LOT BURIAL OPTIONS

- 6.1 Memorial: Each plot is allowed one (1) headstone.
- 6.2 Casket Burial number: Each Lot is limited to a single casket.
- 6.3 Niche/Columbarium: Each Niche is limited to two (2) small urns or a large single urn.
- 6.4 Total Burial number:
- 6.3.1 Each Lot is limited to a single casket and up to two (2) urns.
  - 6.3.2 Urns are to be place in the head and foot of the Lot.
  - 6.3.3 Up to four (4) urns may be placed in a plot. Once an urn is placed in a plot no casket shall be buried in this plot.
- 6.5 Existing Occupied Lots: Requests to inter Cremated Remains into an occupied family Lot, by other than the Licensee of the Lot, must be accompanied by written permission of the deceased's executor or all the like members, next of kin, of the original deceased's family.
- 6.6 Unauthorized Additional Burial: If further Cremated Remains are found to be scattered or buried on an existing grave without the permission of the Cemetery Administration, the Licensee of the space will be notified and charged the costs to allow proper Burial and registry of the additional Burial in that space. The Burial must fall within the rules and regulations set out that address the number of Burials allowed in specific Lots.

## SECTION 7 – GENERAL REGULATIONS

- 7.1 General Maintenance: On payment of the full price of any Lot, the Cemetery Administration will, so far as resources are available for the purpose, do all that they deem to be reasonably necessary to keep the Lot in a neat and tidy



condition. The Cemetery Administration shall not, however, be bound to spend on such Lot in any one year an amount greater than the annual amount deemed appropriate by the Village of Acme.

- 7.2 Authority: The Public Works Foreman or their designate shall have the sole control of all matters within the Cemetery that are concerned with maintaining the grounds in a neat and pleasing condition, and to that end is authorized to regulate and control the Cemetery grounds in accordance with this Bylaw and the associated Cemetery rules and regulations.
- 7.3 Floral Arrangements: The Cemetery will not accept responsibility for lost or damaged floral arrangements, memorabilia, or wreaths/crosses under any circumstances.
- 7.4 Floral Timelines: Flowers placed at the time of Interment will be left for five (5) calendar days or as weather permits. Seasonal crosses or wreaths are permitted between November 1 and March 31 only.
- 7.5 Landscaping: The Cemetery Administration reserves the right to remove or prune any trees or shrubbery previously planted which may mar the appearance of the Cemetery or which may encroach upon or interfere with other Lots, or any tree or plant that may previously have been planted with Cemetery Administration permission.
- 7.6 Personal Responsibilities: No person shall:
- 7.6.1 Throw rubbish upon the roads, pathways or anywhere within the Cemetery grounds except in the receptacles provided for that purpose.
  - 7.6.2 Deposit any soil, paper, sticks, or rubbish of any kind on any road or Lot within Cemetery.
  - 7.6.3 Erect, plant, or maintain borders, fences, railings, copings, wall curbs or hedges in or around any Lot.
  - 7.6.4 Plant any trees or shrubs in the Cemetery unless they are a member of the Field Crew authorized to do so by the Cemetery Administration.
  - 7.6.5 Plant flowers, care or cultivate any Lot.
  - 7.6.6 Remove, prune, destroy, or otherwise interfere with any trees, shrubs plants, or flowers in the Cemetery without the consent of the Cemetery Administration.
  - 7.6.7 Place or deposit any glass or plastic encased wreath or any stand, holder vase, receptacle, jar, bottle, or pot made of glass or plastic on any Lot.

- 7.6.8 Place any stand, holder, vase, or other receptacle for flowers or plants, or any flowerpots, jars, bottles, iron or wire work, or any ornament or construction of any kind which the Cemetery Administration deems to be unsightly, unsuitable, or unsafe within the Cemetery.
- 7.6.9 Place or maintain winter crosses, wreathes, or upright decorations on Lots except for within prescribed permitted times. Make any walk, cut any sod, or move any grave Markers or Monuments in the Cemetery.
- 7.6.10 Destroy, deface, damage, or write upon any Marker or Monument or structure or object in any Cemetery.
- 7.6.11 No Urns or memorialization of pets is allowed to be placed on the Lot or on any part of the Marker or Marker Base or Ribbon Foundation. Any Urn or memorialization will be removed by Cemetery Field Crew with no further notification.
- 7.7 Authorization of Work: The Cemetery Administration reserves, and shall have, the right to give authorization to any person before they may do any work in the Cemetery. The Cemetery Administration has the right to request a certificate of insurance, showing coverage for liability and personal injury and damage to the property of others, from any contractor or business authorized to perform services and/or work in the Cemetery.
- 7.8 Times of Work: No person shall carry on any work in the immediate vicinity of any Burial service being carried out in the Cemetery. Work done in the Cemetery by persons operating as a business must be done during Cemetery hours. Work on Weekends or Statutory Holidays or after 4:00 pm on weekdays must have prior authorization from the Cemetery Administration.
- 7.9 Vehicle: No person shall operate a vehicle on a road in the Cemetery at a greater rate of speed than 10 km/hr, or on any portion of the Cemetery not set aside as a road. Parking or leaving any vehicle on any road, driveway, or parking area within the Cemetery that causes an obstruction, preventing any other vehicle from passing or preventing them to do their work, the vehicles may be removed by the Cemetery Administration, at the vehicle owner's expense.
- 7.10 Activities: The intended uses of the Cemetery grounds and facilities are memorialization, remembrance, and reflection. Recreational uses are not permitted; including but not limited to skateboarding, bicycling, roller skating, snowmobiling, cross country skiing, or snowshoeing.
- 7.11 Behaviour: No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct. All work in the immediate vicinity of a Lot shall be discontinued during a Burial service.
- 7.12 Firearms: Only persons authorized by the Cemetery Administration, including military guard of Honour, will be permitted to bring into or carry firearms within

the Cemetery. Military guards participating in a military funeral must be under the direction and control of a military officer.

- 7.13 Hours: The Cemetery is open to the public seven (7) days a week from dawn until dusk. Persons found on Cemetery grounds outside these times will be subject to prosecution.
- 7.14 Memorial Services: The Cemetery Administration may permit memorial services of a respectful nature within the Cemetery, but permission must be obtained from the Cemetery Administration prior to any such public memorial services within the Cemetery grounds.
- 7.15 Roadways and Walkways: Use of roads and pathways is mandatory.

## SECTION 8 – LIABILITY

- 8.1 Markers and Monuments: The Village of Acme will take reasonable precautions to protect the property of the Cemetery, however the Village and its representatives will not assume any liability nor responsibility for loss of or damage to any Marker or Monument or part thereof, or any article of any type that may be placed on a Lot. The Village and its representatives accept no responsibility for the maintenance of Monuments due to normal wear or deterioration. Minor scraping of the base of an upright Monument due to lawn mowing and snow removal is considered normal wear.
- 8.2 Injury: Persons entering the Cemetery do so at their own risk. The Cemetery Administration shall not be responsible for any injury to any person who enters the cemetery.
- 8.3 Flowers and Decorations: The Cemetery Administration assumes no liability for flowers or decorations placed at Burial sites.
- 8.4 Vandalism: The Cemetery Administration does not accept responsibility for damage incurred through vandalism or other acts outside its control.

## SECTION 9 – INTERMENTS AND DISINTERMENTS

- 9.1 Responsibilities: Any person signing an order for Interment is responsible for the truthfulness of any facts set forth in the authorization, the identity of the person interred, and his/her authority to order the Interment. The authorized signing party will be responsible for all charges, personally or for the estate, in connection with such Interment. If a third party is signing for the Interment on behalf of another, the other person must have delegated that person to act in their name and accept responsibility for all Burial charges.



- 9.2 Burial Information: No Burials shall be permitted in the Cemetery until the information required by the Cemetery Bylaw has been provided to the Cemetery Administration. Information required is as follows:
- 9.2.1 Full legal name of the deceased;
  - 9.2.2 Date of birth, date of death, and age of the deceased;
  - 9.2.3 Cemetery location of Lot used;
  - 9.2.4 Date and time of Interment;
  - 9.2.5 Proof of ownership or authorization for use of an interment site, where the deceased person is not the owner;
  - 9.2.6 Name and address of person(s) listed as next of kin;
  - 9.2.7 Name and address of the owner(s);
  - 9.2.8 Name and address of person or agency responsible for payment of the interment fees;
  - 9.2.9 Type of Liner or Vault if a ground burial.
- 9.3 Documentation: No interment will be permitted unless proper authorization is produced by the party applying for the Burial. A Burial Permit issued by the proper officer of the Government of Alberta and a complete, signed invoice for permission to inter a body must be completed and presented to the Cemetery Administration before Interment is completed. For a Burial coming from another Province or Country an acceptable alternative is an official document of disposition.
- 9.4 Ownership Proof: Cemetery Administration may request proof of purchase to identify the Lot and/or prove the right to use the Lot. Proof may be a deed, invoice, or receipt that shows the purchase or payment of a Burial. The Licensee of the Burial right or his/her representative may authorize the use of the Lot/Niche for the Interment of any person submitting written, signed authorization/permission to the Cemetery Administration.
- 9.5 Burial Restriction: Lots in the Cemetery shall be used only for the Burial of human bodies and human Cremated Remains. All Burials, casket or Cremated Remains, must be arranged with a Funeral Home or Cemetery Administration and be recorded by the Cemetery Administration. Cremated Remains may be buried in the Cemetery ground but may not be scattered in any area or on any grave.
- 9.6 Notice: All applications for ground Burial shall be made at least forty-eight (48) hours (2 business days) before the time of the Interment from May 1 through



October 31. And seventy-two (72) hours (3 business days) from November 1 through April 30. Seasonal weather or type of Burial may require longer notice. Confirmation of the Burial date and time will be given in writing by the Cemetery Administration to the arranger or Funeral Home.

- 9.7 Information: Cemetery Administration is not responsible for any errors or omissions in information received from the Funeral Home or arranger or supplier. The Cemetery Administration is not responsible for the accuracy of the Burial Permit information or for the identity of the human remains or Cremated Remains to be interred.
- 9.8 Schedule Times: Burial Services will be conducted Monday to Friday between the hours of 8:30 am and 3:30 pm with no services to be held on Statutory Holidays. In cases of extreme necessity, such as the danger of contamination or infection or in the case of an epidemic, the Cemetery will permit the Interment to be made on Weekends or Statutory Holidays as required by the order of the Provincial Board of Health.
- 9.9 Overtime: When it is necessary for the Field Crew to remain after their usual working hours or come in on a Weekend or Statutory Holiday an overtime charge will be made as set out by the Cemetery Administration.
- 9.10 Scheduling: Cemetery Administration reserves the right to limit the number of Burials within a working day, the time of the Burial in the Cemetery or facility.
- 9.11 Rescheduling: If, under extreme or adverse weather conditions, more time is required to prepare Burial sites, the Cemetery Administration shall notify the parties involved of the extra time required and this time will remain in effect until further notice.
- 9.12 Burial Receptacle: All casket Burials in the Cemetery require the use of an approved Vault or Liner. The base of the Vault/Liner will be set in such a way that there is at least four (4) feet (1.23 meters) of topsoil over the highest point of the Vault/Liner. All Urns placed in a Plot shall be at a depth of three (3) feet (1 meter).
- 9.13 Further Usage: No memorialization or second Interment shall be permitted in or on any Lot in the Cemetery on which there are unpaid charges due and payable.
- 9.14 Funeral Services: All funerals while within the Cemetery shall be carried out by persons under the supervision and control of the Cemetery Field Crew. Funeral Directors are responsible for the supply and operation of the lowering devices, the supply and placement of Burial greens, and the set-up of wreaths and flowers around the Lot. Funeral Directors must remain for the duration of the service and provide notice to the Cemetery staff that the service has ended. Funeral corteges shall follow the route set out by the Cemetery Administration, and the Cemetery Administration has the authority to restrict the number and kind of vehicles that may enter the Cemetery and the roadways that may be used.



- 9.15 Casket Opening: The casket may not be opened at any time within the Cemetery or its buildings without the express written permission and in the presence of the Cemetery Administration. Such permission will not be given without the consent of the Legal Representative of the deceased or without an order from the duly constituted authority having jurisdiction.
- 9.16 Indigent Burial: The Cemetery Administration shall furnish graves in the cemetery for unclaimed bodies of deceased persons and for the bodies of indigent poor of any religious denomination. Burial type and rates will be subject to special provisions as set forth in the Provincial Cemetery Regulations.
- 9.17 Disinterment Permission: The Disinterment of human remains shall be permitted with the consent of the Cemetery Administration and written consent of the Lot owner, nearest next of kin, executor, and in accordance with the proper legal procedure. The Disinterment will only be approved and scheduled upon issuance of a Disinterment permit from the Department of Vital Statistics.
- 9.18 Disinterment Requirements: The procedure to be followed in the Disinterment and reinterment, if arranged, of any body within the cemetery shall be that set out in Cemetery Procedures. Responsibility for a Disinterment by the Cemetery Administration will end at the point where the soil is sufficiently excavated to permit access to the top of the casket/Liner or urn. A Funeral Home representative is to be present during the Disinterment for the handling and transportation of the remains. All Disinterments are subject to the provisions of the Cemetery Act and any other applicable legislation. The Cemetery Administration is not responsible for the condition of casket Liners/Vaults, or of the Cremated Remains, or the Cremated Remains container used.
- 9.19 Disinterment Responsibility: Cremated Remains will be disinterred from the Columbarium or Burial Lot by application to the Cemetery Administration by the Licensee, nearest next of kin, or executor. Disinterments are subject to the payment of applicable fees as approved by Council from time to time. Removal by the heirs of a body or Cremated Remains so the grave may be sold for profit or removal contrary to the expressed or implied wish of the original licensee is absolutely forbidden.
- 9.20 Exclusivity: Interment of any body other than that of a human being is prohibited.
- 9.21 Epidemic, Pandemic: Except in cases of extreme necessity, such as the danger of contagion or infection or in the case of an epidemic, the Village shall not permit Interments to be made on Statutory Holidays, unless by order of the Provincial Board of Health.

## **SECTION 10 - MONUMENT WORK**

- 10.1 Authorization: No memorials may be set except in accordance with the Cemetery

Bylaws and regulation. Improperly or unapproved memorials will be removed without further notice.

- 10.2 Number: There shall be only one (1) Marker or Monument per Plot regardless of the number of cremains in a plot. When there is an existing monument, be it a single or double, on said plot(s), no other monuments shall be placed.
- 10.3 Cairns: Cairns and/or Boulder Monuments are not permitted.
- 10.4 Regulations: The permitted size of Markers, Monuments, and vases shall be set forth in the Cemetery Regulations. The Cemetery Administration reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality, number, and material of memorials placed or to be placed in the Cemetery. These regulations are set out in separate guidelines and made available.
- 10.5 Material Specifications: All Markers and Monuments will be of granite, marble or Monument grade bronze casting. Any Monument or Marker of artificial stone is not permitted.
- 10.6 Permits: The Permit from the Monument Dealer must indicate the size, type, and kind of Monument and a rendering of the proposed inscription/design on the Permit application. Approval of Monuments, size, type design, inscription, and artwork will be given in writing on the return of the approved Permit to the Monument Dealer before manufacture, delivery, or installation of the Monument will be authorized.
- 10.7 Fees: All applicable fees are to be paid prior to installation of a Marker or Monument. No Owner may erect upon a plot any Monument while any charges in connection therewith are due and owing to the Village.
- 10.8 Inscriptions: The design and inscription on a Marker or Monument is to be reviewed by the Cemetery Administration for appropriateness for the Cemetery.
- 10.15.1 The Village will assume no responsibility in regard to a Monument or Marker's inscription and/or placement aligning incorrectly with the identity of the interred;
- 10.15.2 For the protection of the lot holder and the beauty of the Cemetery, all inscriptions or impressions on all Monuments must be well cut and in good proportion;
- 10.15.3 Inscriptions are not to be offensive in language or symbolism. Failure to adhere to this may result in the Monument or Marker being removed and the costs of such to be paid by the Licensee or their representative.
- 10.9 Approval: No person shall erect a Monument or Marker in the Cemetery until the design, description, and size thereof has been approved by the Cemetery



Administration and a Permit for the erection of such Monument or Marker has been issued to the Monument Dealer. The Cemetery Administration may refuse consent if such Monument or Marker is, in the opinion of the Cemetery Administration, prejudicial to the general appearance of the Cemetery or to the interests of the owners of other Lots, is not in good taste, or does not fit the expectations of a religious cemetery area.

- 10.10 Lot Costs: No Permit will be approved until all costs against the space are cleared by the owner of the space or their designated agent. Markers may be removed if all costs are not paid for or if the Marker is incorrect or broken or damaged. All costs incurred in the removal of a Marker will be the responsibility of the Lot owner or their agent.
- 10.11 Section Guidelines: The Cemetery Administration may designate special sections within the Cemetery and impose restrictions on the types of memorials and Markers that may be installed within. Such sections will be sold, designated, as spaces for flat Markers or upright Monuments.
- 10.12 Notice of Delivery: Notice of delivery of Monuments and Markers must be given to the Cemetery Administration to allow for inspection and approval.
- 10.13 Contractors: Any damage done to the walks, Lots, roads, landscaping by contractors or their agents shall be repaired by the Cemetery Administration and the cost of such repair shall be charged to the dealer or contractor. The Cemetery Administration reserves the right to stop all work of any nature if, in its judgement, the work is unsafe or violates any rule or regulation of the Cemetery.
- 10.14 Installation: Monuments and Markers will only be permitted to be installed from April 30 to October 1 of each calendar year. All Markers and Monuments are to be installed within twenty-four (24) months from the time of interment.
- 10.15 Placement: In erecting or placing a Monument upon any plot, the Owner or his agent shall conform to the following:
  - 10.15.1 Place Monument within markings as set by Village staff;
  - 10.15.2 Not interfere with any other plots;
  - 10.15.3 Convey, transport, place all material;
  - 10.15.4 Remove all masonry litter, rubbish, or refuse from the area and leave it in a neat and tidy condition;
  - 10.15.5 In the event of a failure or refusal to do so, the Village may cause the same to be done and charge the cost thereto to the plot Owner or his agent.
- 10.16 Grave Covers, Curbing: There will be no plants or ground cover, nor covering



with a slab of cement or other material, nor loose materials such as rock, mulch, or brick. Lots are not to have borders, fences, railings, curbs, or any enclosure in or around their perimeter. Any existing cover, of any material that is deemed to be failing or unsafe by the Cemetery Administration, will be removed and not permitted to be replaced. After notification, whenever possible, of the Licensee that the cover is a safety concern, the cover will be removed, the Lot will be leveled to match the Lots around it and then seeded. Removal, leveling, and seeding will be at the Cemetery Administration's expense.

- 10.17 Grave Identification: No temporary sign or identification, no marking of any description will be permitted on any Lot in the Cemetery. The identification sign place by the Funeral Home on the grave is the only approved temporary sign allowed. The Funeral Home sign will be removed one month after the Burial date.
- 10.18 Removal, Alteration, Additions: No owner shall install or remove a memorial or make any alteration to any Monument or structure in a Cemetery without the permission of the Cemetery Administration. No fixture of any type, such as pictures or ornaments, may be attached or affixed in any manner whatsoever to any part of an upright memorial without prior approval by the Cemetery Administration.
- 10.19 Repair: No Licensee will allow any Marker or Monument to be in a state of disrepair. When in the opinion of the Cemetery Administration, any Monument or other erection upon a Lot is in a state of disrepair, or where there is a safety concern, the Cemetery Administration will notify the Licensee in writing and require that repairs be promptly undertaken by a qualified, approved, Monument installer.
- 10.20 Removal: Any Monument or erection not repaired within thirty (30) days after the letter has been sent to the Licensee or their agent to the last address provided to the Cemetery Administration may be removed from the Lot and retained in the custody of the Cemetery Administration until the person responsible for its maintenance has returned it to a suitable condition. If the Memorial or Marker is not picked up with thirty (30) days of removal the Cemetery Administration shall dispose of the article. The Cemetery Administration is not responsible for any cost(s) incurred by any Licensee or otherwise, as a result of the Cemetery Administration disposing of the Marker, Monument, or any other article.
- 10.21 Safety: Any Monument that is tilting or leaning is a safety concern. The Cemetery Administration will attempt to contact the Licensee and relevel the Monument. If any damage is done to the Monument by the attempt to relevel, the Cemetery Administration shall not be deemed responsible. If there is any Monument that the Cemetery Field Crew cannot level and is deemed unsafe, the Licensee will be notified to arrange to fix the Monument stance. If the Licensee is inaccessible, or does not take timely action, the Monument may be removed by the Cemetery Administration due to the safety concern. The Cemetery Administration is not responsible for any cost(s) incurred by any Licensee, or otherwise, as a result of

the Cemetery Administration disposing of the Marker, Monument, or any other article.

- 10.22 Work Times: No person shall erect a Monument on Weekends or Statutory Holidays, or after 4:00 pm weekdays. No work will be done upon any Monument or Marker nor shall any Monument or Marker be removed from any grave Lot without the notification and permission of the Cemetery Administration.
- 10.23 Licensee Responsibility: Markers and Monuments remain the personal property of the Licensee and all care, maintenance, and repairs are the responsibility of the recorded Licensee and/or the Licensee's next of kin. The purchaser or designate of the Burial Lot is liable and responsible for damages resulting from theft, vandalism, or damage howsoever caused to the Monument or Marker on a site.

## **SECTION 11 – DECORUM**

- 11.1 No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct.

## **SECTION 12 – FLOWERS AND DECORATIONS**

- 12.1 Purpose: The Cemetery Administration reserves the right for the good of all to regulate the method of decoration of Lots and Niche faces. It is important to understand that decoration must be done in such a fashion that it does not infringe upon adjacent spaces or create either a hazard or an unattractive situation which may be offensive to others.
- 12.2 Planting: No planting of any kind may be done on graves. Decorating with fresh cut and artificial flowers is appropriate and welcomed. Decorations must be placed within unbreakable vases approved by the Cemetery Administration and installed by an approved Monument installer.
- 12.3 Authorized Vases: For ground Burials with a flat marker the vase is a retractable permanent metal case that is part of the Marker or installed separately in proximity to the memorial or in the case of an upright monument the vase is attached to the Monument.
- 12.4 Memorialization, Flowers: Flowers can be left on spaces in an approved retractable vase all year round and fresh flowers are encouraged from April 1 to October 31. Artificial wreaths, crosses, and decorations are permitted from October 31 to April 1 only and will be removed without notice after April 1.
- 12.5 Burial Flowers: At the time of Burial, floral tributes will be left until wilted or, in the

case of artificial flowers, become unsightly. Flowers or arrangements will be removed without notice by the Cemetery Field Crew to prepare or sod the Lot. After sodding all flowers must be in the approved vases and not set out on the grass.

- 12.6 Seasonal Decorations: One week after major holidays all seasonal Decorations shall be removed.
- 12.7 Weekly Maintenance: Each week during the mowing season, Cemetery Field Crew will remove unsightly and wilted flowers and decorations plus all decorations not in approved vases. Artificial flowers, arrangements, or decorations removed will be kept by the Cemetery Administration for one month in order to be claimed. After one month the aforementioned will be disposed of.
- 12.8 Donations: The Village will accept unconditional donations only, which will be used for the purpose of the Cemetery operations. Such donations will be placed in a designated Cemetery Fund.

### **SECTION 13 – COLUMBARIUM**

- 13.1 Niche Package: The purchase of a Niche in a Columbarium covers the cost of the Niche, future care of the structure, and Inurnment for an Urn(s). Niche size is ten (10) inches high, eleven (11) inches wide, and fifteen (15) inches deep.
- 13.2 Number: The number of urns permitted in a Niche is up to two (2) Urns. One (1) large urn or two (2) smaller Urns. A second Urn (which must fit in the Niche space) may be added to a Niche for an additional fee (See Master Rates Bylaw). Fees must be paid prior to an Urn being placed in a Niche.
- 13.3 Authorization: Before opening of a Niche prior to Inurnment, the Licensee or their next of kin must sign an authorization and pay any amounts outstanding for the Niche.
- 13.4 Engraving/Inscription: Owner is responsible for engraving/inscription on the door of the Niche.
- 13.5 Resale: Niche owners shall not sell their Niche in whole or in part. Such sales will not be recognized by the Cemetery Administration. The Cemetery Administration will repurchase unused Niche at the original purchase price or 80% of the current sale price.
- 13.6 Transfer: Members of the same family may transfer plots to each other provided that the request is made in writing to and approved by the Village of Acme.
- 13.7 Exchange: The Cemetery Administration will not exchange a Niche for another Niche.



- 13.8 Upkeep: All plots or Columbarium(s) in the Cemetery will be sold with reasonable upkeep. The term reasonable shall mean the regular care as given to all municipal property.

## SECTION 14 – ENFORCEMENT

- 14.1 Application: The Cemetery Administration, in addition to the other Municipal and Provincial enforcement authorities, is hereby empowered to enforce all Bylaws laid out in the Document and any Rules and Regulations based on these Bylaws. The Cemetery Administration shall have charge of the grounds, buildings, and equipment at all times and shall have supervision and control of all persons and activities in the Cemetery, including the conduct of funerals and other services, traffic concerns, Lot owners, and visitors.
- 14.2 Rule Information: The Cemetery Administration may make Rules and Regulations not inconsistent with the Bylaws for the efficient management and control of the Cemetery. All Bylaws, Rules, and Regulations, Will be made available on request to the Cemetery Administration.
- 14.3 Penalty Provision: Any person who commits an offence pursuant to this Bylaw is guilty of an offence and is liable on summary conviction to a maximum fine of Ten Thousand dollars (\$10,000.00) exclusive of cost, or in the case on non-payment of the fine and cost imposed to imprisonment for any period not exceeding one (1) year, or to both fine and imprisonment in such amounts.
- 14.4 Violation Tickets: Where a Peace Officer believes that a person has contravened any provision of the Bylaw, he/she may commence proceedings by issuing a summons by means of a violation ticket in accordance with Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, c P-34.
- 14.5 Notice Given: A Peace Officer may issue, by personal service or regular mail, a Bylaw Ticket to any person alleged to have contravened any provision of this Bylaw.
- 14.6 Bylaw Contraventions: A person who has been issued a Bylaw Ticket in respect of a contravention of a provision of this Bylaw, and who has fully paid to the Village the penalty as indicated within the time allowed for payment, shall not be liable to prosecution for the subject contravention.

## SECTION 15 - PERPETUAL CARE

- 15.1 Fees: The Perpetual Care fee as set out in the Master Rates Bylaw shall be included in the purchase price of a burial lot or charged at the time of opening and closing if the plot was purchased prior to the passing of this Bylaw.

- 15.2 Maintenance: A maintenance fee is charged every time a plot is opened.
- 15.3 Fund: The Village of Acme Cemetery Perpetual Care Fund shall be established for the future care and maintenance of the Cemetery.
- 15.4 Interest: Interest from the Perpetual Care Fund shall be spent on maintenance and upkeep of the grounds, buildings, fences, vegetation, and may be used to replace damaged Monuments with a flat Monument of granite, not exceeding one (1) foot by two (2) feet, that states names and dates.
- 15.5 Donations: Tax deductible donations will be accepted and held in the Village of Acme Perpetual Care Fund.
- 15.6 Refund: When lots are sold, reverted, or given back to the Village the Perpetual care fee shall not be refunded.

#### SECTION 16 – GENERAL

- 16.1 Repeal: This Bylaw repeals the Village of Acme Bylaw #2019-07 and all amendments thereto.
- 16.2 Effective Date: This Bylaw will come into full force and effect upon receiving the third and final reading thereto.

READ a First time this 27 of SEPT 2021.



A handwritten signature in blue ink, appearing to read "Bruce McLeod", is written over a horizontal line.

Bruce McLeod

Mayor



A handwritten signature in blue ink, appearing to read "Gary Sawatzky", is written over a horizontal line.

Gary Sawatzky

Chief Administrative Officer

READ a Second time this 27 of Sept 2021.



Bruce McLeod

Mayor



Gary Sawatzky

Chief Administrative Officer

**MOTION TO PROCEED TO THIRD READING**

**CARRIED UNANIMOUSLY**

READ a Third time this 27 of Sept 2021.



Bruce McLeod

Mayor



Gary Sawatzky

Chief Administrative Officer