

**BYLAW 859
OF THE VILLAGE OF BIG VALLEY
IN THE PROVINCE OF ALBERTA**

Being a Bylaw respecting management and control of the Big Valley Cemetery;

WHEREAS, the Municipal Government Act, R.S.A. 2000, C.M-26, enables a council of the Village to pass bylaws; and

WHEREAS, the Village of Big Valley, hereinafter called the Village, is the owner of the Cemetery situated on that portion of the South West Quarter of Section twenty six (26), Township thirty five (35), Range twenty (20), West of the fourth Meridian described as follows:
Commencing at a point on the west boundary of the said quarter section distant seven hundred and thirty (730) feet measured southerly thereon from the north west corner of said quarter section, thence southerly along the said west boundary four hundred and fifty (450) feet, thence easterly and perpendicularly to the said west boundary three hundred (300) feet, thence northerly and parallel with said west boundary four hundred and fifty (450) feet, thence westerly three hundred (300) feet more or less to the point of commencement containing 1.25 hectares (3.10 acres) more or less excepting thereout all mines and minerals and the right to work the same.

AND WHEREAS it is deemed necessary to provide and update regulations and controls for the operation of the Big Valley Cemetery;

AND WHEREAS this Bylaw shall encompass all sections of the *Cemeteries Act*, R.S.A. 2000, c.C-3 and the General Regulations as amended or repealed or replaced from time to time.

NOW THEREFORE, the Municipal Council of the Village of Big Valley, in the Province of Alberta enacts a Bylaw referred to as the "**Cemetery Bylaw**".

PART 1: Definitions

- 1) "ASH INTERNMENT" means the act of burying cremated remains. The act includes the digging of the grave, placement of the ashes and the backfilling of the grave.
- 2) "BYLAW ENFORCEMENT OFFICER" means a Bylaw Enforcement Officer of the Village of Big Valley or any other person duly appointed by Village Council to administer this Bylaw.
- 3) "CAO" means Chief Administrative Officer.
- 4) "CEMETERY" means land that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried.
- 5) "CEMETERY SUPERVISOR" means the employee or contract person or department of the Village charged with the care and control of the Cemetery, or an employee of the Village to whom the Chief Administrative Officer delegates the responsibilities under this Bylaw or a Volunteer organization delegated the responsibilities for the care and control of the Cemetery.
- 6) "CONCRETE FOUNDATION" means a piece of rectangular concrete which is placed to support a monument.
- 7) "COUNCIL" means the Council of the Village of Big Valley.
- 8) "DISINTER" means to take from the gravesite
- 9) "FLOWERING ORNAMENTAL" means any perennial, annual or bi-annual flowering plant.
- 10) "FUNERAL DIRECTOR" means any registered or licenses embalmer or mortician.
- 11) "GRAVE" means a plot designated for burial of human remains and cremated remains.
- 12) "GRAVE COVER" means a structure of marble, granite, or similar material placed on the entire burial plot for memorial purposes and set level with the contour of the ground.
- 13) "GRAVE DECORATION" means anything that is placed on a grave for memorial purposes.
- 14) "GRAVE LINER" means a concrete or metal rough box placed in a grave to house a casket.

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- 15) "LOT" means a group of graves without a walkway or roadway between them.
- 16) "MONUMENT" means any structure in the Cemetery erected or constructed on any grave or plot for the purposes of identifying the person(s) interred therein.
- 17) "ONGOING MAINTENANCE" means a general term used to designate all the various types of work the Village does to ensure that the burial plots and the concrete foundations are kept in good repair and that the surrounding grounds are properly cared for. This does not include monument care.
- 18) "OPEN AND CLOSE" means the digging of the grave, the placement of the rough box or vault, the backfilling of the grave, site clean-up and placement of funeral decorations, and reestablishment of grass as soon as practicable afterwards. This also applies to the digging of a cremation grave by manual or mechanical means.
- 19) "OWNER" means a person, heir, executor or authorized funeral director, with burial privileges for one or more plots.
- 20) "PERPETUAL CARE" means the preservation, improvement, embellishment, and maintenance, in perpetuity and in a proper manner of lots, plots, tombs, monuments or enclosures, in the cemetery.
- 21) "PERSON" means an individual, partnership or corporation.
- 22) "PLOT" means one grave.
- 23) "RESERVE PLOT(S)" means a plot or number of plots which are to be reserved for the burial of one or more deceased persons.
- 24) "VIOLATION TAG" means a tag or similar document issued by the Village pursuant to Section 7 of the *Municipal Government Act*, R.S.A. 2000, c.M-26, as amended and replaced from time to time.
- 25) "VIOLATION TICKET" means a ticket issued pursuant to Part 2 of the *Provincial Offenses Procedures Act*, R.S.A. c. P-34, as amended or repealed and replaced from time to time, and the regulations thereunder.
- 26) "WOODY ORNAMENTALS" means any trees, shrubs and creeping or climbing plants.
- 27) "WORKING HOURS" means the regular hours of work between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding declared or Statutory Holidays.

PART 2: Duties, Rights and Powers

- 1) The Cemetery Supervisor shall have the sole control of all matters within the Cemetery that are concerned with maintaining the grounds in a neat and pleasing condition, in accordance with this Bylaw, the Village's policies and the *Cemeteries Act*, R.S.A. 2000 c. C-3, as amended or repealed or replaced from time to time.
- 2) The Cemetery Supervisor is hereby authorized to remove, or have removed, any weeds, grass, funeral designs, stuffed ornaments or floral pieces which may become wilted, or any grave decoration or any other article or thing which, in the opinion of the Cemetery Supervisor, is unsightly.
- 3) If, in the opinion of the Cemetery Supervisor, any woody ornaments situated on or about the Cemetery, become, by means of their roots, branches, or any other way detrimental to adjacent plots, walks or driveways, prejudicial to the general appearance of the grounds, or dangerous or inconvenient to the public, the Cemetery Supervisor is authorized to remove such woody ornaments, or any parts thereof.
- 4) No person shall erect upon a plot or lot any fence, railing, wall, border, hedge, coping or the like where any of the same have been previously erected around a plot or grave and have, by reason of age or neglect, become unsightly or objectionable.
- 5) Every owner of a monument or other erection upon any plot shall maintain it in proper repair.
- 6) When, in the opinion of the Cemetery Supervisor, any structure other than a monument (e.g. grave cover, vases, fences etc.) located on all or part of a plot is in a state of disrepair, the Cemetery Supervisor shall notify the Owner or the owner's agent in writing to the last address provided to the Village and require repairs be promptly undertaken. Any structure not repaired within thirty (30) days after a letter has been sent to the owner or his personal representative may be removed and retained in the custody

of the Cemetery Supervisor for a period of ninety (90) days to allow the person responsible for its maintenance to claim the item and return it to an acceptable condition.

- 7) Any structure, for which a notice has been provided pursuant to Section 6 of this part, at the end of the expiry period, Council may direct the item to be retained for a further period of time, be disposed of by public auction or such other directions as Council deems appropriate.

PART 3: Plots

- 1) Plans for burial purposes, including a record of all interments and disinterment will be kept at the Village of Big Valley office. Copies of all such plans shall be available for inspection free of charge at the Village Office during regular office hours.
- 2) No Person shall make a reservation for one or more plots without making payment in full at the time of the reservation. Upon payment of the full price of any plot, the Village shall provide a receipt for the said sum, and provide a cemetery deed (Schedule "A") for the plot to the payee or to that person's representative.
- 3) The owner of any plot or plots shall not sell except to the Village.
- 4) The owner of reserve plots may cancel his/her reservations by advising the Village in writing.
- 5) The Village will refund the market value of a plot(s) at the time of the sale or cancellation, less fifteen (15) percent for administration pursuant to the *Cemeteries Act*, R.S.A. 2000, c.C-3.
- 6) No person shall accept any fee or reward for interment of any body in a plot of which such person is the owner, or over which that person exercises any power of control.
- 7) When a plot is held by two (2) or more Persons, an order for interment in such plot or any part thereof will be accepted by the Village of Big Valley from any one of the said Persons or their representative.
- 8) Plots shall not be used for any purpose other than burial grounds for human remains.
- 9) All burials are to be made within the confines of a single plot. A full plot may only be used for:
 - a) Single burial of a person, or Single burial with two (2) remains one (1) adult one (1) child (Schedule B – Plan A) or
 - b) Single burial of a person, with the provision that up to three (3) ash interments may also occur, Schedule B – Plan B) or
 - c) Cremation purposes only; up to five (5) ash interments with a minimum separation of two (2) feet measured from center, following the outline on Schedule B – Plan C with the first three (3) urns going down the middle and the remaining two (2) on either side of one.

At the time of purchase, a plot layout shall be chosen. The chosen plot plan shall be noted on the deed provided to the purchaser. Sample plot plans shown in Schedule "B."

- 10) Ash interments are permitted only after regular interments have occurred or when no regular interments will occur.
- 11) Regardless of the specific wording of any sale agreement or other agreement between the Village and a purchaser of a plot, it is a condition of every agreement relating to the sale or use of a plot, that the parties to the agreement expressly waive any right to claim against the Village and its officers and employees, arising by reason of any error or mistake in relation to the description of any burial plot. The Village's liability shall only extend to a refund of any money paid to the Village for a plot(s) providing that the plot(s) suggested as an alternative is/are not acceptable to the purchaser.
- 12) It is a condition of sale of every burial plot that the Village has the right to reclaim all unused burial plots after the period of twenty (20) years has expired. Attempts shall be made to contact the owner prior to reclamation pursuant to the *Cemeteries Act*, R.S.A. 2000 c.C-3, as amended or repealed or replaced from time to time.
- 13) Transfers or assignments of lots;
 - a) No person shall sell, transfer, convey or assign any lot or plot except with the approval of the Village, but such approval shall not be unreasonably withheld.
 - b) Where the application for approval is made by the owner, they shall file a duly executed transfer which shall state the consideration for the transfer and the name and address of the transferee.

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- c) Where application for approval is made by a representative of a deceased owner, he shall file with the transfer a certified, notarized or sworn copy of Letters Probate or Letters of Administration.
- d) Where no personal representative of a deceased owner has been appointed, the person entitled to become the owner of the lot or plot shall file a transmission application together with such proof as the Village may require.
- e) A transfer shall be in the form as shown in Schedule "C", attached hereto.
- f) No person shall purchase a lot having more than four (4) plots and no funeral director or undertaker shall purchase any lot or plot except for his personal use.

PART 4: Internments and Disinterment

- 1) Any person opening and closing for interments and disinterment must have approval from the Chief Administrative Officer.
- 2) No interment shall be permitted in the Cemetery unless and until a burial permit issued by the proper office of the Government of the Province of Alberta has been produced to the CAO or designate.
- 3) Between April 1 and October 31 in any year, all applications for burials shall be made to the Village of Big Valley office at least forty-eight (48) hours before the time for interment. Between November 1 and March 31, all applications for burials shall be made at least seventy-two (72) hours before the time of interment. In the calculation of these time limits, Sundays and holidays shall not be included.
- 4) The use of grave liners is mandatory except for cremains.
- 5) Grave liners shall be constructed of concrete, plastic-lined concrete, bronze, or copper.
- 6) Where necessary, the type and size of outer cases, liners or oversized caskets shall be identified when ordering an opening for an interment so the correct size of the grave can be determined.
- 7) Interment will not be permitted in what is known as the "old section" where written records are insufficiently accurate to confirm either ownership or occupancy.
- 8) Where monuments are placed in such a way as to interfere with grave digging equipment, digging shall be done by hand.
- 9) All work being conducted in the immediate vicinity of a plot shall be discontinued during a burial service at the plot.
- 10) No disinterment of a body, regardless of circumstances, shall take place until a permit for disinterment is issued by the Provincial Government and a copy thereof presented to the Village.
- 11) Disinterment must be attended by the funeral home requesting such service. The funeral home must provide the staff to handle the human remains and all necessary equipment and supplies. Village staff will only be responsible for locating the rough box, vault or grave liner or casket and opening and closing of the grave; and additional charges may apply.
- 12) The person requesting a disinterment shall give complete and precise instructions regarding the location of the grave. The Village of Big Valley shall not be responsible for any errors resulting from the lack of proper instruction.

PART 5: Monuments

- 1) The CAO or designate reserves the right to approve the design and/or placement of any monument, vault of other structure before it is erected in a cemetery. The CAO may establish parameters related to the size, material and construction of monuments permitted in the cemetery.
- 2) Monuments are placed in the cemetery at the owner's risk and the Village assumes no responsibility for damage or loss due to vandalism, etc. It is the owner's responsibility to contact an insurance agent to discuss the possible coverage.
- 3) All persons employed in the construction and erection 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 CAO or Designate.

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- 4) All persons erecting monuments shall ensure that the surrounding areas are left in the same condition as found.
- 5) No work shall be done upon any monument, nor shall any monument be removed from any grave or plot without permission from the Cemetery Supervisor.
- 6) Grave covers over graves are prohibited in all areas of the cemetery. Existing grave covers shall remain but cannot be replaced.
- 7) No monuments shall be erected from November 1st until the end of April.
- 8) When, in the opinion of the Cemetery Supervisor, a monument is in a state of disrepair, the Cemetery Supervisor shall notify the Owner or the owner's agent in writing to the last address provided to the Village and require repairs to be promptly undertaken. If the required repairs or alterations are not complete within thirty (30) days after receiving notice, the CAO or designate shall have the power to repair or remove such monument and charge the cost thereof to the owner or heirs, which may be recovered as a debt from the owner to the Village.
- 9) In the event that a monument is severely damaged and no heirs to the owner exist or can be contacted to pay for repairs, the monument may be removed and replaced with a less costly monument at the Village's expense.
- 10) Inscriptions on monuments must be of sufficient depth and quality so as to be legible, durable and in keeping with the dignity and decorum of the cemetery. Metal plaques which oxidize or deteriorate are not permitted.
- 11) After installation of a monument, fixtures such as pictures, ornaments, or similar items may be attached or affixed to the monument.
- 12) Lettered boards, or memorial designs of any description designating graves other than the standard temporary marker provided by the funeral home, will not be permitted.
- 13) All persons employed by a monument supply firm shall be subject to the direction and control of the Cemetery Supervisor while providing delivery of monuments to the cemetery and shall provide sixteen (16) working hours notice to inform the Village of when an installation is required.
- 14) All earth, debris, litter and rubbish arising or resulting from work done on any burial plot shall be carefully cleaned up and removed from the cemetery within seven (7) days of completion of work.
- 15) When the installation of a monument and/or foundation is in non-compliance with the Cemetery Bylaw, a notice identifying the non-compliance will be issued by the Village. If the problem is not rectified within thirty (30), the Cemetery Supervisor has the authority to remove the monument in question pursuant to Cemetery Bylaw Part 2.6)

PART 6: Maintenance

- 1) The Cemetery Supervisor shall be responsible for the maintenance of the Cemetery grounds.
- 2) No person shall throw, abandon or otherwise dispose of rubbish anywhere within the Cemetery except in receptacles specifically provided for that purpose by the Village.
- 3) No person shall place anything on or adjacent to a Plot which in the opinion of the Cemetery Supervisor, restricts or hampers regular maintenance activities.
- 4) No person shall plant any shrub, tree or flowers in any part of the Cemetery without first obtaining written approval from the Village.

PART 7: Perpetual Care Fund

- 1) For the purpose of creating, building up and maintaining a Perpetual Care fund for the care and maintenance of the Cemetery, there shall be paid to the Perpetual Care Fund of the Village of Big Valley during the years of 2015 to 2050, both inclusive, and not later than the first day of June of each of the said years, a sum equal to 25% of the proceeds of the sale of Cemetery plots and donations not made specifically to the perpetual care fund in the preceding year.
- 2) The said monies shall be paid over to the said fund for investment and administration in accordance with Part 3 of the *Cemeteries Act*, R.S.A. 2000, c.C-3.

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- 3) No withdrawals or disbursements shall be made from said fund prior to the first day of July 2050 or upon the fund reaching a total value of \$30,000, whichever comes first.
- 4) Upon said date and upon each and every first day of June thereafter, the yearly earnings of the fund for the previous year shall be paid over to the Village of Big Valley and shall be used for the care and maintenance of the Cemetery.

PART 8: General Provisions

- 1) No person shall enter the Cemetery carrying a firearm unless such Person is participating in a military funeral and has lawful authority to bear such a firearm.
- 2) 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 Cemetery Supervisor, a Peace Officer or Bylaw Enforcement Officer, indecent or disrespectful, disturbing to solemnity or repose of the Cemetery, or disturbing of other persons assembled for the purpose of a funeral or interment within the Cemetery.
- 3) No unauthorized person shall drive a vehicle through the Cemetery at a speed exceeding 15 Km/hr or upon any part of the Cemetery except on the roadway provided specifically for vehicular access.
- 4) No person shall ride an All Terrain Vehicle, Snowmobile or horse in the Cemetery except as part of a funeral procession.
- 5) There shall be no canvassing, advertising or placement of advertising trademarks within the boundaries of the Cemetery.
- 6) No person shall ride a bicycle over the graves, nor lean same against any monument or monument base, nor leave same on any grave.
- 7) The Village of Big Valley 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 article placed on a plot or to a plot itself except in cases of negligence.
- 8) The placement of grave decorations in the Cemetery is at the sole risk of the owner.
- 9) No person other than the Cemetery Supervisor or designate shall disturb or remove or place any flowering ornament, woody ornamental, sod or dirt anywhere in the Cemetery.
- 10) No person shall destroy, damage, alter, write on, deface, injure or remove any monument, marker, structure, railing, fence, or other work for the protection, maintenance or ornamentation of the Cemetery or plot, or any vehicle, building, machinery, tool, equipment, or any other material placed or left in the Cemetery.
- 11) No animal shall be allowed in the Cemetery unless such animal is on a leash and under the control of an adult. All offences, fines and penalties under Animal Control Bylaw 810 apply to Cemetery property.

PART 9: Offenses & Penalties

- 1) Any person who commits any act or omission contrary to this Bylaw is guilty of an offence and is liable to pay a fine not exceeding \$500 exclusive of costs, for breach thereof or in the case of non-payment of the fine and costs, imprisonment not exceeding sixty (60) days.
- 2) Notwithstanding section 10.1 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 for the prior offense, exclusive of costs.

PART 10: Violation Tag

- 1) A Bylaw Enforcement Officer is hereby authorized and empowered to issue Violation Tags to any person who the Bylaw Enforcement 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 to such person at his or her last known postal address.
- 3) The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - a) The name of the person

- b) The offense
- c) The appropriate penalty for the offense
- d) That the penalty shall be paid within twenty one (21) days of the issuance of the Violation Tag, and;
- e) Any other information as may be required by the Village.

- 4) Where a violation Tag is issued pursuant to this Bylaw, the person to whom the Violation Tag is issued may in lieu of prosecution of the offense, pay the Village the penalty specified in the Violation Tag.

PART 11: Violation Tickets

- 1) A Bylaw Enforcement Officer is hereby authorized and empowered to issue Violation Tickets to any person who the Bylaw Enforcement Officer has reasonable and probably grounds to believe has contravened any provision of this Bylaw.
- 2) A Violation Ticket issued with respect to a contravention of this Bylaw shall be served upon the person responsible for the contravention in accordance with the *Provincial Offences Procedure Act, R.S.A. 2000, C. p-34*, as amended or repealed and replaced from time to time.
- 3) The person to whom the Violation Ticket has been issued may plead guilty by making a voluntary payment in respect of the Summons by delivering to the Provincial Court, on or before the initial appearance date, the Violation Ticket together with an amount equal to the specified penalty for the offence.
- 4) When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to section 9 of the Bylaw and the Provincial Offences Procedure Act, R.S.A. 2000, C. p-34, as amended or repealed and replaced from time to time, the act of recording constitutes acceptance of the guilty plea and also constitutes a conviction and the imposition of a fine in the amount of the specified penalty.

PART 12: Severability of Bylaw Provisions

It is the intention of Village Council that each separate provision of this Bylaw shall be deemed independent of all provisions, and it is further the intention of Village Council that if any provisions of this Bylaw be declared invalid, all other provisions shall remain valid and enforceable.

PART 13: Attachments

- 1) SCHEDULE A shall be included as a part of this Bylaw.
- 2) SCHEDULE B shall be included as a part of this Bylaw.
- 3) SCHEDULE C shall be included as a part of this Bylaw.


REPEAL

Bylaw 815 is hereby repealed by passage of this Bylaw.

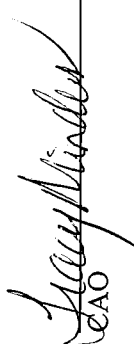
Read a first time this 28th day of October, 2021

Read a second time this 18th day of November, 2021

Read a third time and finally passed this 18th day of November, 2021



Mayor



CAO



SCHEDULE "A"

DEED TO A CEMETERY PLOT

The Proprietors of the Big Valley Cemetery (hereinafter "Proprietors") in consideration of _____ Dollars, hereby acknowledged do sell, convey and transfer to _____ of _____

(hereinafter "Grantee"), (his, her) heirs and assigns, one lot located at the Big Valley Cemetery and numbered as _____ (hereinafter "plot") to have and to hold by the Grantee, (his, her) heirs and assigns, subject to conditions and limitations set forth hereinafter:

1. That the plot shall be used for the burial of the dead; and
2. That the plot shall not be enclosed in any manner nor shall the plot be divided; and
3. That no tree, shrub, plant or flower shall be planted on the plot without permission of the proprietors; and
4. That no grave cover shall be placed on the plot; and
5. That the plot shall be subject to the Bylaws, rules and regulations of the Big Valley Cemetery, as they presently stand or are later amended; and
6. That for any breach of the Bylaws, rules and regulation, the Proprietors may enter the plot and take steps to remove any plant, structure or item in violation of the same or to do whatever else is reasonable or necessary to make good the breach.

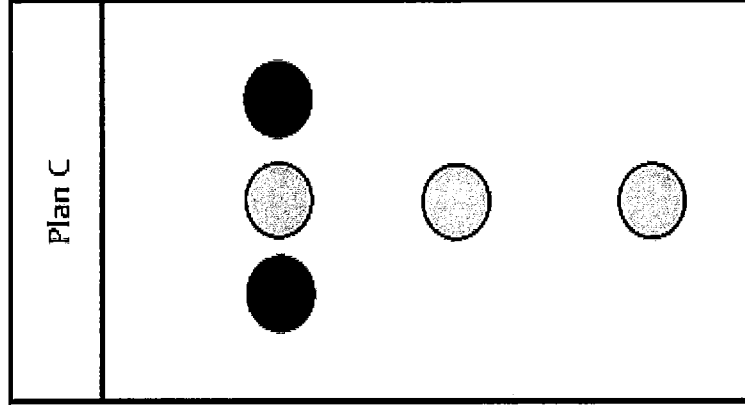
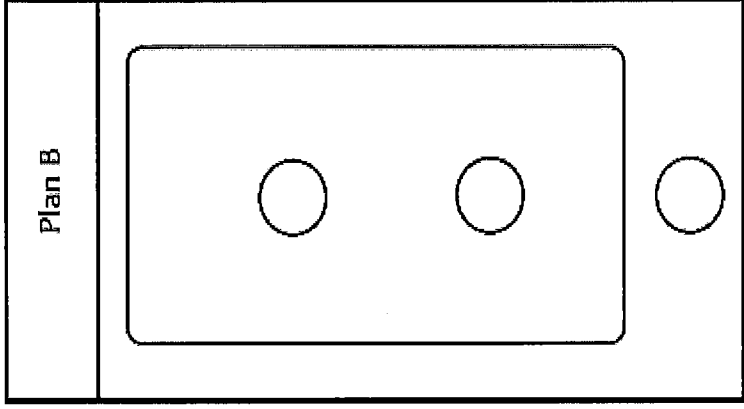
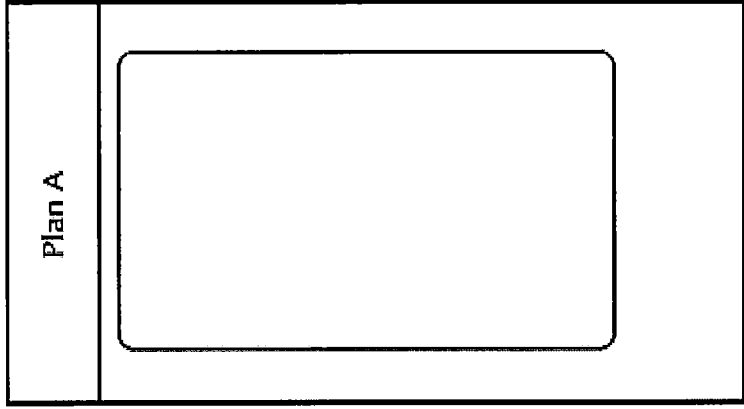
The plot plan chosen for the above listed plot is Plan _____ as shown on Schedule "B" attached.

IN WITNESS WHEREOF, the Proprietors have caused this instrument to be signed and sealed by its Chief Administrative Officer, this _____ day of _____, 20_____.

CAO (Seal)

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SCHEDULE "B"



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SCHEDULE "C"
TRANSFER FORM

I, _____, being the owner of

_____ do hereby in consideration of the sum of

(state lot or plot as described in the Deed)

\$ _____ paid to me by _____

(state name and address of transferee)

the receipt of which sum I hereby acknowledge, transfer to said

_____ all my estate and interest in said

(name of transferee)

_____.

(lot, lots, plots)

In Witness Whereof I have hereunto subscribed my name this _____ day of

_____, 20_____.

Signed in the presence of: _____)

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Witness _____)

Owner _____)

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Me