



# Consolidated Version Of Greenview Cemeteries Bylaw

(being Bylaw No. 23-941 of the Municipal District of Greenview No. 16, as amended by Bylaw No. 24-976, consolidated under Section 69 of the Municipal Government Act, R.S.A. 2000, c.M-26 and Bylaw 23-954 Section 8, and printed under the authority of the Chief Administrative Officer of the Municipal District of Greenview No. 16.)



## BYLAW No. 23-941 of the Municipal District of Greenview No. 16

### A Bylaw of the Municipal District of Greenview No. 16 to provide for the management of operations of Cemeteries owned by Greenview.

**Whereas**, Greenview is the owner of a cemetery as defined in the *Cemeteries Act*, R.S.A. 2000, c. C-3, as amended from time to time, and is required to operate and maintain the cemetery in accordance with the *Cemeteries Act* and any regulations passed thereunder;

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

**Whereas**, Greenview shall continue to provide cemetery services through enabling and supporting viable Greenview-created committees rather than through a direct service delivery role, with the exception of the Grande Cache Cemetery;

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

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

#### 1. TITLE

1.1. This bylaw shall be cited as the “Greenview Cemeteries Bylaw.”

#### 2. DEFINITIONS

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

- A) **Administration Building** includes the Valleyview Administration Building, the DeBolt Public Service Building, Grovedale Public Service Building and the Grande Cache Public Service Building.
- B) **Burial Permit** means a burial permit issued under the *Vital Statistics Act*, R.S.A 2000, c. V-4, as amended, by the Director of Vital Statistics.
- C) **Block** shall mean a specific area within the Cemetery as designated by Greenview.
- D) **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 and is owned by the Municipal District of Greenview No 16. For the purposes of this bylaw, Cemetery is inclusive of the following:

- i. Grovedale Cemetery, located at SW-33-69-6-6;
- ii. Little Smoky Cemetery, located at SW-32-66-21-5;
- iii. New Fish Creek Cemetery, located at NE-2-73-22-5;
- iv. Sunset House Cemetery, located at NE-1-71-20-5 and,
- v. Grande Cache Cemetery, located at 8328B HWY 40.

E) **Cemetery Caretaker** means the person(s) appointed to operate and maintain a Cemetery and is the:

- i. Chief Administrative Officer, or delegate, for the Grande Cache Cemetery; or
- ii. The person appointed to such position by resolution of the respective Cemetery Committee. The Cemetery Caretaker may delegate any duties to members of the Cemetery Committee as they deem necessary.

F) **Cemetery Committee** means a Council Committee established by bylaw of Greenview and whose members are appointed by resolution of Council. For the purposes of this bylaw, Cemetery Committee is inclusive of the following:

- i. Grovedale Cemetery Committee;
- ii. Little Smoky Cemetery Committee;
- iii. New Fish Creek Cemetery Committee; and,
- iv. Sunset House Cemetery Committee.

G) **Chief Administrative Officer (CAO)** shall mean the Chief Administrative Officer for the Municipal District of Greenview No. 16 or their delegate.

H) **Community Peace Officer** means any sworn member of the Royal Canadian Mounted Police, a Peace Officer appointed under the *Peace Officer Act* of Alberta, or a Bylaw Enforcement Officer employed by Greenview.

I) **Columbarium** shall mean a structure designed for storing the ashes of dead human bodies or other human remains that have been Cremated.

J) **Council** shall mean the Council duly appointed within the Municipal District of Greenview No 16.

J.1) **Cremation Monument** means any kind of structure that is specifically designed to hold one or more cremation urns for ashes, including cremation headstones, columbarium, niches or memorials.

*(Amended Bylaw 24-976)*

K) **Cremated Remains** means human bone fragments that remain after cremation that may also include the residue or any other materials Cremated with the Human Remains

L) **Director of Vital Statistics** means a director appointed under the *Vital Statistics Act*, R.S.A 2000, c. V-4, responsible for issuing Burial Permits and Disinterment Permits.

M) **Disinter** means the removal of human remains from a closed or sealed Plot or Niche.

N) **Fees and Charges** means the amount to be paid for the Interment, Disinterment, use and care of Plots and any other Cemetery supplies or Cemetery services as defined under the Cemeteries Act R.S.A 2000, c. C-3, as amended, and any other amounts as approved by the Cemetery Committee or Council and specified in the Schedule of Fees Bylaw, as amended from time to time.

O) **Greenview** means the Municipal District of Greenview No. 16.

P) **Indigent** shall mean a person without means, support, or known relatives requiring burial at the Cemetery.

Q) **Interment** means the closing and burial of a casket containing a human body or human remains or, in the case of a Green Interment, a shroud containing a human body or human remains, or in the case of cremated human remains, an urn, in a Plot or Cremation Monument.

*(Amended Bylaw 24-976)*

R) **Maintenance** shall mean the care, upkeep and grooming of cemetery grounds, excluding the care, maintenance, upkeep, repair or replacement of any monument or any object which has been placed as a marker.

S) **Marker** means a Monument constructed of bronze or granite, set flush and level with the ground on a designated Marker Plot.

T) **Monument** shall mean any structure in the Cemetery erected or constructed on any grave or Plot for monument purposes.

U) **Monument Foundation** means the in-ground foundation constructed to stabilize the Monument and Monument Base.

V) **Niche** means a recessed space in a Columbarium used or intended to be used for the Interment of Cremated Remains.

W) **Owner** means the person, corporation or other legal entity that has purchased a Grave Plot or Niche in a Cemetery or Columbarium in accordance with the provisions of this Bylaw.

X) **Person** shall include an individual, partnership or corporation.

Y) **Personal Representative** means the executor or administrator of an estate appointed in a will or an administrator appointed by the court.

Z) **Plot** shall mean an Interment space, including Niches, graves, and cremains on any Plot.

AA) **Reserve Plot** shall mean a Plot or number of Plots which lie adjacent to one another and are to be reserved for the burial of one or more deceased family members.

BB) **Sales Contract** means the agreement made and signed between the Owner and Greenview in accordance with this Bylaw for the purchase of a Plot or Niche or any Cemetery supplies and Cemetery services as defined under the *Cemeteries Act, R.S.A. 2000, c. C-4* and the specific terms of the sales agreement.

CC) **Service Dog** means a guide dog as defined in the *Blind Persons' Rights Act, R.S.A., 2000, c.B-3* or a service dog as defined in the *Service Dogs Act, R.S.A., 2007, c.S-7.5*.

DD) **Veteran** includes any person who has honourably served in the Canadian Armed Forces.

### 3. PURPOSE

3.1. Greenview Cemeteries are acquired, established, and laid out for the purpose of making approved cemetery services and goods available to all persons, irrespective of race, faith, orientation, or any other form of categorization, and are established to provide:

A) Suitable space for the interment of human remains and cremated remains or for the scattering of cremated remains; and

B) Such additional Cemetery services and goods as may be approved from time to time by Greenview at any Cemetery owned by Greenview.

3.2. The development, administration, operation, and maintenance of every Greenview Cemetery and the provision of services and supplies therein and the application and administration of this bylaw and the establishment of fees for every Greenview Cemetery are conducted in accordance with all applicable enactments of Alberta or Canada and all regulations made thereto, as amended, revised, consolidated, or replaced from time to time.

3.3. Greenview shall have the authority to establish, amend, repeal, replace, administer, and enforce any bylaw established for Greenview Cemeteries.

3.4. This bylaw shall establish Council Committees to operate any or all Greenview-owned Cemeteries, as determined by Council.

### 4. CONTROL

4.1. Greenview has entered into agreements with Cemetery Committees to operate the Cemeteries, excluding the Grande Cache Cemetery.

4.2. Each Cemetery Committee shall enforce all obligations pursuant to the *Cemeteries Act, R.S.A. 2000, C-3*, as amended from time to time.

## **5. DUTIES, RIGHTS AND POWERS**

- 5.1. The Cemetery Caretaker shall have the sole control of all matters within a Cemetery that are concerned with the Maintenance of the grounds in accordance with Section 9 of the Bylaw and, to that end, is hereby authorized to regulate and control the Cemetery grounds in accordance with this Bylaw, the *Cemeteries Act*, R.S.A. 2000, Chapter C-3, and any applicable regulations.
- A) Authorizing an Interment or Disinterment;
  - B) Coordinating, supervising, and directing the work of all Cemetery Caretakers, contractors, and suppliers relating to the Cemetery;
  - C) Making expenditures relating to the Cemetery in accordance with the approved capital and operating budgets for the Cemetery; and,
  - D) Such other responsibilities as may be directed by the Cemetery Caretaker from time to time.
- 5.2. The Cemetery Caretaker is responsible for the day-to-day operations of the Cemetery, including but not limited to the following:
- A) Arranging the digging, preparing, opening and closing Plots;
  - B) Arranging the opening and sealing of Niches;
  - C) Supervising and directing all work performed by outside contractors and suppliers;
  - D) Directing all funerals in the Cemeteries to the correct Plot or Niche;
  - E) Maintaining the Cemeteries in respectable condition, in accordance with Section 9 of the Bylaw, including maintaining walls, fences, gates, paths and other improvements; and,
  - F) Such other duties and tasks relating to the operation of the Cemeteries as deemed appropriate by the Cemetery Caretaker or delegate from time to time.
- 5.3. The Cemetery Caretaker shall keep a record of all Plots in the Cemetery. Such records shall indicate vacant Plots available for sale, occupants of those Plots used for Interment and Owners' names of reserved Plots.
- 5.4. On those matters about which this Bylaw is silent, the provisions of the *Cemeteries Act*, as amended, and other Provincial Regulations shall apply.

## **6. RECORDS AND SALE OF PLOTS**

- 6.1. Any Person wishing to purchase a Plot, Niche or other space or a Monument in a Cemetery must enter into a written Sales Contract, which shall include the following:
- A) The name and address of the purchaser;
  - B) The date of the purchase;
  - C) The amount of the sale and terms of payment;
  - D) In the case of a Plot, its location, area, or dimensions; or
  - E) In the case of a Niche, the number or other designation of the Niche; and
  - F) Any other information the Cemetery Caretaker deems necessary or appropriate.
- 6.2. Two copies of all burial records (sales of lots or plots) and reservations shall be maintained. One copy of all records shall be forwarded to the municipality before June 30th of each year.

- 6.3. The Cemetery Committee shall maintain a record of expenditures and revenues relating to all operations of the Cemetery. Before June 30th of each year, it shall provide the municipality with financial statements of such expenditures and revenues, signed by two Committee members in good standing.
- 6.4. Ownership of all Cemetery lands remains vested in Greenview at all times. The Owner only acquires the right and privilege for the Interment of human remains, Cremated Remains and the installation of Monuments, all in accordance with this Bylaw and the *Cemeteries Act, R.S.A. 2000, c. C-3* and all regulations passed thereunder.
- 6.5. All Plots and Niches shall be held and disposed of free from the provisions of the *Land Titles Act, R.S.A. 2000, c. L-4*.
- 6.6. Plots shall always be available for the burial of human remains.
- 6.7. Persons shall make a reservation for one or more Plots only after making payment in full at the time of the reservation.
- 6.8. Upon payment of the full price of any Plot, a receipt for the said sum will be provided.
- 6.9. No reserved Plot shall be sold other than back to Greenview at 100% of the sale price for the Plot at the time of purchase. A copy of the original receipt must be submitted as 'Proof of Purchase.' If an original receipt is unavailable, a Plot can only be sold back to Greenview upon an approved request of Council.
- 6.10. Plots may be transferred by written request to:
- A) Greenview for the Grande Cache Cemetery; or
  - B) The respective Cemetery Committee for all other Cemeteries.
- 6.11. Charges for Plots and the fees to be charged for opening and closing shall be in accordance with the rates established by:
- A) The current Schedule of Fees Bylaw for the Grande Cache Cemetery; or,
  - B) The Cemetery Committee for all other Cemeteries.
- 6.12. Veterans and destitute or Indigent Persons will not be charged for a Plot.
- 6.13. Upon the sale of a Plot, the Owner of the Plot waives any claim to Greenview arising by reason of any error or inaccuracy of any Plot. Greenview will undertake to avoid any errors of description, but its liability shall only extend to a refund of the Plot or a Plot assigned otherwise situated in the Cemetery.
- 6.14. The rights granted by the sale shall not be transferred to any other Person without the consent of the Cemetery Caretaker.

- 6.15. If the Plot(s) Owner is deceased, and a conflict arises in regard to the lot(s) and management thereof in the absence of a Court Order, the people in the following order of priority will make the decision:
- A) The personal representative designated in the will of the deceased;
  - B) The spouse of the deceased if the spouse was living with the deceased at the time of death, or a Person who had been living with the deceased at the time of death as a spouse for a continuous period of at least two (2) years;
  - C) An adult child of the deceased;
  - D) A parent of the deceased;
  - E) A guardian of the deceased under the Dependant Adults Act or, if the deceased is a minor, under the Child Welfare Act or the Domestic Relation Act;
  - F) An adult grandchild of the deceased;
  - G) An adult nephew or niece of the deceased;
  - H) An adult next of kin of the deceased determined on the basis provided by sections 8 and 9 of the Intestate Succession Act;
  - I) The Public Trustee;
  - J) An adult Person having some relationship with the deceased not based on blood ties or affinity;
  - K) The Minister of Family and Social Services.

## **7. INTERMENT AND DISINTERMENT**

- 7.1. A Person delivering a body labelled under the *Bodies of Deceased Persons Regulation* AR 135/2008 as being infected with a communicable disease shall inform the Cemetery Caretaker at least 48 hours before the time of delivering the remains.
- 7.2. Each Interment of a deceased human body or the Cremated Remains shall be made in a completely enclosed container, in accordance with the *Cemeteries Act*, RSA 2000, c.C-3, as amended, the *Public Health Act*, R.S.A. 2000, c. P-37, as amended and all applicable Regulations and approved by the Cemetery Caretaker.
- 7.3. In all Plots containing one or more dead human bodies or one or more sets of human remains, the caskets shall be buried in accordance with the *General Regulations* AR 249/98 as amended.
- 7.4. Each Interment in a Plot shall provide for not less than 0.9 m (3 ft.) of earth between the general surface level of the ground at the Plot and the upper surface level of the casket containing the human remains.
- 7.5. Each Interment of Cremated Remains in a designated area shall provide for not less than 0.3 m (1 ft) of earth between the general surface level of the ground at the Plot and the upper surface level of the container.
- 7.6. The Funeral Home shall provide a Burial Permit for Greenview's records.



- 7.7. Plots shall not be used for any purpose other than burial grounds for human remains.
- 7.8. There shall not be more than one full body burial in a single Plot within the Grande Cache Cemetery and not more than two (2) burials in a single Plot for all other Cemeteries.
- 7.9. A maximum of six (6) Cremated Remains may be buried in one Plot.
- 7.10. The maximum number of Cremated Remains that may be Interred within a single Niche is limited to the space available at the time of purchase.
- 7.11. An Owner who makes an application for an Interment shall provide the Cemetery Caretaker with the following information in accordance with the requirements of the applicable Provincial Acts and regulations:
- A) The name, age, date of birth, and date of death of the deceased Person;
  - B) A copy of the Burial Permit;
  - C) A copy of the Sales Contract or proof of ownership;
  - D) Whether the body has been labelled in accordance with the *Bodies of Deceased Persons Regulation* as amended from time to time as being infected with a communicable disease;
  - E) The time and date of the funeral;
  - F) If applicable, the service number of a Veteran and, if required, the service number of a Veteran's Spouse;
  - G) The name and mailing address of the Owner; and
  - H) Any other information the Cemetery Caretaker may reasonably request.
- 7.12. Notification of intention to inter must be given to the Cemetery Caretaker at least seventy-two hours before the Interment. This notification may be waived by the Cemetery Caretaker when the body to be interred died from a contagious disease or as exceptional circumstances require.
- 7.13. All Plots shall be opened and closed by the Cemetery Caretaker or its contractors or agents.
- 7.14. No Interment shall be made without the written proof of ownership of the Plot.
- 7.15. The Cemetery Caretaker shall only prepare a Plot for Interment by means of digging the grave and putting metal shoring into the grave to stabilize the surrounding soil and will not provide lowering devices, mats, wreaths, flowers, or any other devices at the time of said Interment.
- 7.16. The burial of destitute or Indigent Persons may be placed in a Plot or Plots of a Cemetery as designated by the Cemetery Caretaker or as indicated on the Cemetery plans.
- 7.17. All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at a Cemetery.

- 7.18. Disinterment of a body or ashes shall not take place until a permit for Disinterment is issued by the Provincial Director of Vital Statistics and delivered to the Cemetery Caretaker and all applicable fees are paid in accordance with the:
- A) The Schedule of Fees for the Grande Cache Cemetery; or
  - B) The Cemetery Committee for all other Cemeteries.
- 7.19. No casket, container or shroud may be opened without a Court Order, the Owner's written consent, or their Personal Representative's consent.
- 7.20. A replacement casket/container may be required when Disinterring remains, which shall be solely payable by the Owner.
- 7.21. The Cemetery Caretaker shall control all Interments and Disinterment in a Cemetery.
- 7.22. Every Owner of a Plot in the Cemetery, or the Owner's Personal Representative, shall be held responsible for the Plot's cost and all charges in connection therewith, including Disinterment or removal of a body when applicable. The Person signing the burial order will be held responsible for all expenses in connection with such Interment or Disinterment.
- 7.23. Notwithstanding the aforementioned, human remains may be encountered from time to time, given that the Cemetery lands may have been used as a pioneer Cemetery. In that event, and assuming no record of the decedent exists, remains shall be respectfully relocated to a location prepared and designated on the site for re-interring unexpectedly encountered remains.

## **8. SCATTERING OF CREMATED REMAINS**

- 8.1. Cremated Remains shall not be spread on Cemetery grounds.
- 8.2. Cremated remains shall be interred in an Urn in one of the following manners:
- a) A minimum of .3 (1 foot) below the general surface of the ground within a purchased Plot.
  - b) Within a Cremation Monument.

*(Amended Bylaw 24-976)*

- 8.3. Cremated Remains Interred within Columbarium Niches are subject to urn size limitations.

## **9. MONUMENTS**

- 9.1. All Persons employed in the construction and erection of monuments or doing other work in the Cemetery, whether Greenview employs them or not, shall be subject to the direction and control of the Cemetery Caretaker. Work shall proceed once the Cemetery Caretaker authorizes it.

- 9.2. Contractors may install monuments at the request of the Plot Owner or the Plot Owner's personal representative.
- 9.3. Monuments are required to be placed on a monument foundation.
- 9.4. The Cemetery Caretaker, upon receiving a written request for the placement or installation of a Monument, may request such information as may, in the opinion of the Cemetery Caretaker, be required to ensure that the Monument is placed in a manner that accords with this Bylaw and any applicable Greenview policy, and may place conditions upon any approval or permit granted.
- 9.5. The Owner shall supply all monuments in accordance with this Bylaw.
- 9.6. All veterans have access to funeral and burial assistance through the Government of Canada to cover the costs of funeral and burial services, including military gravestones.
- 9.7. Any Monument that is unlawfully placed or does not conform to this Bylaw will be removed at the Owner's expense.
- 9.8. All Monuments are the property of the Owner, and all required Maintenance or repair of the Monument is the sole responsibility of the Owner.
- 9.9. All monuments must remain entirely on the Plot purchased and must not encroach on another Plot.
- 9.10. Headstones can be a maximum of 5 feet in height.
- 9.11. Monuments shall be in keeping with the appearance of other monuments in the Cemetery and the Cemetery's character.
- 9.12. Greenview shall report to a family member or responsible party of an installation that it is in disrepair. It shall be the duty of the family member or responsible party to repair or remove such structure within thirty days of notice from Greenview. Greenview shall have the power to fix such monuments and charge the cost to the family member or responsible party. Such costs may be recovered as a debt from the family member or responsible party.
- 9.13. Greenview or any Cemetery Committee shall not be held responsible for any errors resulting in monuments being designed or the description on the face being inaccurate.
- 9.14. Greenview or any Cemetery Committee shall not be held responsible for everyday wear and tear on monuments; this includes small chips and scratches from Maintenance equipment.
- 9.15. A Cemetery Caretaker may arrange for the temporary removal of a monument without permission of the Owner if, during the excavation of an adjoining Plot, or other works, the Monument is found to be a hazard or removal of the Monument is required to gain access to

a Plot for Interment preparation, provided the Monument is replaced in its original position on the Plot as soon as is reasonably possible. This work shall be done at the expense of:

- A) Greenview for the Grande Cache Cemetery; or
- B) The Cemetery Committee for any Cemetery.

9.16. Monument installations shall only occur under the direction and supervision of the Cemetery Caretaker.

9.17. All existing monuments at the time of the passing of this Bylaw shall remain and must be kept in good condition.

## **10. MAINTENANCE AND CARE**

10.1. Cemetery Maintenance is to be supplied by the Cemetery Caretaker, which includes the seeding of Plots, watering, seasonal cutting of grass and weeds and keeping Plots well-maintained. Cemetery Maintenance shall not mean the care, maintenance, upkeep, repair or replacement of any Monument or any object which has been placed as a Marker.

10.2. The Cemetery Caretaker is authorized to remove, or have removed, any weeds, grass, funeral designs, or floral pieces which may become wilted or any other article or thing which, in the opinion of the Cemetery Caretaker is unsightly.

## **11. GENERAL PROVISIONS**

11.1. No Person shall disturb a Cemetery's quiet and good order by noise or other improper conduct.

11.2. No Person shall drive a vehicle in a Cemetery at a speed greater than 10 kilometres per hour.

11.3. Each Person in or within proximity of a Cemetery shall be subject to the directions and orders of the Cemetery Caretaker and must adhere to the applicable laws in force at the time in the Province of Alberta.

11.4. The Owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of a Cemetery.

11.5. Persons shall only drive vehicles with a trailer within a Cemetery after first obtaining the Cemetery Caretaker's written permission before entering a Cemetery.

11.6. No Person shall drive a vehicle over any lawns, gardens or flower beds unless permitted by the Cemetery Caretaker.

11.7. All Persons and funeral processions in a Cemetery shall obey the instructions of the Cemetery Caretaker.

- 11.8. No Person shall destroy, cut, pick, break or damage any tree, shrub or plant in the Cemetery except as directed by the Cemetery Caretaker.
- 11.9. No Person shall create any nuisance, engage in activities such as games or sports, or otherwise engage in any activity that is, in the opinion of the Cemetery Caretaker or a Community Peace Officer, indecent or disrespectful, disturbing to the solemnity or repose of a Cemetery, or disturbing of other persons assembled for a funeral or Interment within a Cemetery or Columbarium.
- 11.10. No Person having care, control or ownership of any animal shall allow or permit that animal to be present within the boundaries of any Cemetery. This section does not apply to Service Dogs.
- 11.11. No Person shall, at any time, take or ride into the Cemetery on an Off-Highway vehicle as defined in the *Traffic Safety Act*.
- 11.12. Greenvue will take all reasonable precautions to protect the property within a Cemetery but assumes no responsibility for the loss of, or damage to, any monument, Marker, or part thereof, or any other article placed on a Plot or to a Plot itself.
- 11.13. No Person shall write upon, deface, injure, or change the position of any Monument stone or other structure within the Cemetery.
- 11.14. No Person shall deposit any litter on any portion of the lands within the boundaries of a Cemetery except in the receptacles provided for that purpose.
- 11.15. Cut flowers, wreaths, floral offerings, artificial flowers, or other articles may be placed on Plots but will be removed by the Cemetery Caretaker when their condition is considered detrimental to the aesthetics of a Cemetery or for regular Cemetery Maintenance. Any article removed pursuant to this Section will be held at the Public Service building for collection. After 14 days, the Cemetery will dispose of any unclaimed items. A Cemetery Caretaker is not obligated to give notice of removal or disposition.
- 11.16. Artificial wreaths and flowers will be allowed from the last cutting of the lawn in the fall, approximately October 1st, until the first cutting in the spring, approximately May 15th. Artificial flowers remaining in the Cemetery after May 15 will be removed and stored by the Cemetery Caretaker until June 1 of each year, at which time they will be disposed of.
- 11.17. No Person shall plant any shrubs, trees, bulbs, or flowers in any part of a Cemetery except the Cemetery Caretaker. Nor shall any seeds or wildflower mixes be scattered. Unlawfully planted plant material will be removed by the Cemetery Caretaker.

11.18. Selling flowers or plants or, soliciting the sale of any commodity or advertising in a Cemetery is prohibited, except as permitted by the Cemetery Caretaker.

11.19. Nothing in this Bylaw relieves a Person from compliance with any applicable Federal and Provincial laws, regulations, and other Bylaws and regulations of Greenview.

11.20. Greenview and Cemetery Caretakers are not liable for exercising their discretion not to act pursuant to this Bylaw if that decision is made in good faith.

## **12. CEMETERY COMMITTEES**

### **12.1. Committee Structure**

- A) Each Cemetery Committee shall consist of five members at large and one Councillor appointed for a three-year term at the annual organizational meeting.
- B) One Councillor will be appointed to the Committee at the annual organizational meeting.
- C) The Committee shall appoint a Caretaker to oversee the day-to-day operations and maintenance of the Cemetery.

### **12.2. Quorum and Voting**

- A) The majority of appointed Members constitute a quorum. All appointed Members of the Cemetery Committee shall have one vote.

### **12.3. Meeting Frequency**

- A) Meetings will be held at a frequency determined by the Cemetery Committee.

### **12.4. Duties and Responsibilities**

- A) The Members of the Cemetery Committee are responsible for making decisions based on funding provided by Greenview regarding the operation and maintenance of the Cemetery.
- B) The Members of the Cemetery Committee shall ensure compliance with the Province of Alberta's *Cemetery Act*.
- C) The Members of the Cemetery Committee shall ensure compliance with Greenview's bylaws and policies.
- D) All expenses incurred associated with the operation of the Cemeteries must be within the annual budget. Suppose the Cemetery Committee wishes to request additional funding for major expenditures. In that case, a separate funding request must be made to Greenview Council before Greenview's annual budgeting process for the following year.
- E) The Cemetery Committee shall identify methods to raise additional revenues and balance their budget.

F) The Cemetery Committee shall annually provide a year-end report to Greenview Council on all yearly activities and expenditures.

G) Greenview may provide assistance for the operation and maintenance of the Cemeteries.

### **13. DISSOLUTION OF CEMETERY COMMITTEE**

13.1. If a Cemetery Committee is dissolved for any reason, operations of said Cemetery will be taken over by Greenview temporarily until such time as a Cemetery Committee can be re-established.

13.2. If a Cemetery Committee cannot be re-established within three (3) months, said Cemetery will be operated under the requirements established within this Bylaw for the Grande Cache Cemetery.

13.3. If a Cemetery Committee cannot be re-established within three (3) months, the fees associated with the interment and disinterment will follow the fees established within the current Schedule of Fees Bylaw, as they pertain to the Grande Cache Cemetery.

13.4. The re-establishment of a Cemetery Committee will be permitted at anytime.

### **14. OFFENCE**

14.1. Any Person who destroys, damages, defaces, or writes upon any monument or marker or other structures or object in the Cemetery in contravention of Section 11.13 of this Bylaw shall be guilty of an offence and liable upon summary conviction to a fine of not less than five hundred dollars (\$500.00) and to a total fine of not more than two thousand, five hundred dollars (\$2,500.00) plus all costs of restoration.

14.2. Any person who commits a breach of any of the other provisions of this Bylaw shall, on conviction for such breach, be liable to a penalty of not less than one hundred dollars (\$100.00) and not exceeding two thousand dollars (\$2,000.00).

### **15. SEVERABILITY**

15.1. Should any provision of this bylaw be declared invalid by a court of competent jurisdiction, then the invalid provision shall be severed, and the remaining bylaw shall remain in effect.

### **16. REPEAL**

16.1. Bylaw 22-878 "Grande Cache Cemetery Bylaw" is hereby repealed.

16.2. Bylaw 97-218 "Cemetery Bylaw" is hereby repealed.

### **17. COMING INTO FORCE**

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

Read a first time this 24 day of October, 2023.

Read a second time this 12 day of December, 2023.

Read a third time this 12 day of December, 2023.

On Original

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REEVE

On Original

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CHIEF ADMINISTRATIVE OFFICER



Amendment Bylaws

Bylaw 24-976 Greenview Cemeteries Amendment