

TOWN OF SEDGEWICK
BYLAW NO. 550/18
TOWN OF SEDGEWICK CEMETERY BYLAW

A BYLAW OF THE TOWN OF SEDGEWICK, IN THE PROVINCE OF ALBERTA
RESPECTING MANAGEMENT, MAINTENANCE AND CONTROL OF THE SEDGEWICK
CEMETERY

WHEREAS the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta, 2000, hereinafter referred to as the "MGA" provides for Council to pass bylaws, and

AND WHEREAS the Town of Sedgewick hereinafter called the Town, is the owner of the Cemetery situated on the N.E ¼ -17-44-12-W4 and SE ¼ -17-44-12-W4 in the Province of Alberta, more particularly described as follows:

All that portion of the North East quarter of Section Seventeen (17), Township forty-four (44), Range Twelve (12) West of the Fourth Meridian, in the said Province described as follows: Commencing at the South-East corner of said quarter Section, Thence northerly along the Easterly limit thereof 330 feet, Thence Westerly parallel with the Southerly limit of said quarter Section 660 feet, thence Southerly parallel with the Easterly limit of said quarter section 330 feet to the Southerly limit thereof aforesaid, Thence Easterly along the Southerly limit of the said quarter 660 feet to the place of beginning – Containing 2.02 Hectares (5 acres) more or less, to be identified as the "Old Site" and;

All that portion of the South East quarter of Section Seventeen (17) Township Forty-Four (44) Range Twelve (12) West of the Fourth Meridian in the said Province described as follows,-- Commencing at the North East Corner of the said Quarter Section, thence Southerly along the East Boundary thereof Three Hundred and Thirty (330) Feet, Thence Westerly and parallel to the North Boundary thereof Six Hundred and Sixty (660) feet, thence northerly and parallel to the said East Boundary to a point in the said North Boundary, Thence Easterly long the said north Boundary to the point of Commencement the Land hereby described containing five (5) acres more or less, reserving thereout all coal petroleum and valuable stone and also reserving thereout all other mines and minerals as set forth in Transfer 5771 H.I. to be identified as the "New Site."

AND WHEREAS it is deemed necessary to provide and update regulations and controls for the operation of the Sedgewick 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shall encompass all sections of the *Cemeteries Act*, R.S.A. 2000, c.C-3 and the General Regulations as amended or repealed or replaced from time to time.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 Council of the Town of Sedgewick in the Province of Alberta, duly assembled, enacts as follows:

1. Citation

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

2. Definitions

In this Bylaw:

- 2.1. *Applicant* – means a person who applies for Interment Rights in the Cemetery.
- 2.2. *Ash Interment* – 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.
- 2.3. *Burial Permit* – is a document required to bury or cremate the remains of the deceased. It is required by law that cemeteries not perform a burial without a burial permit. If the deceased has been cremated, a Cremation Certificate can be accepted in its place.
- 2.4. *Burial Vault* – means a structural enclosure for encasing a casket for the Interment of human remains and is mandatory for casket interments in the Sedgewick Cemetery.

- 2.5. *CAO* - means Chief Administrative Officer, pursuant to the *MGA*.
- 2.6. *Cemetery* – means the Sedgewick Cemetery, as registered pursuant to the *Cemeteries Act*.
- 2.7. *Cemetery Supervisor* – means the employee or department of the Town charged with the care and control of the Cemetery, or an employee of the Town to whom the Chief Administrative Officer delegates the responsibilities under this Bylaw for the care and control of the Cemetery.
- 2.8. *Concrete Foundation* – means a piece of rectangular concrete which is placed to support a monument. Refer to Section 10 of the Cemetery Bylaw for specifications.
- 2.9. *Council* – means the Council of the Town of Sedgewick.
- 2.10. *Cremains* – means the cremated remains of the deceased.
- 2.11. *Cremation Certificate* – is a document required by law, to bury the cremated remains of the deceased.
- 2.12. *Cremation Garden* – means a single 2' by 2' area in the southwest corner behind the Memorial Book cairn in the Sedgewick Cemetery.
- 2.13. *Disinter* – means to take from the gravesite.
- 2.14. *Enforcement Officer* – means a member of the Royal Canada Mounted Police, a Special Constable, a Bylaw Enforcement Officer or any other Enforcement Officer.
- 2.15. *Flowering Ornamental* – means any perennial, annual or bi-annual flowering plant.
- 2.16. *Flush Mount* – means parallel/even to the ground.
- 2.17. *Funeral Director* – means any registered or licensed embalmer or mortician.
- 2.18. *Grave* – a plot designated for burial of human remains and cremated remains.
- 2.19. *Grave Cover* – Grave covers are 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. The installations of such monuments are not permitted in the New Site section of the Sedgewick Cemetery.
- 2.20. *Grave Decoration* – is anything that is placed on a grave for memorial purposes.
- 2.21. *Grave Marker* – a marker placed on a grave to identify a cremains burial secondary to a monument.
- 2.22. *Inter or Interment* – means to place in the gravesite.
- 2.23. *Interment Rights* – means the approval granted by the Town to allow the Interment of human remains or cremated human remains.
- 2.24. *Legal Representative* – means the legal representative of the estate of a deceased person.
- 2.25. *Lot* – means a group of graves without a walkway or roadway between them.
- 2.26. *Maintenance Period* – means the general time period from spring to fall, dates dependent on weather conditions.
- 2.27. *Memorial Book* – means the granite cairn located in the southwest corner of the Sedgewick Cemetery.
- 2.28. *Memorial Plaque* – means a bronze plaque, 3.875" by 2.875", for placement on the Memorial Book Cairn; placement to be determined by the Town.

- 2.29. *Memorial Plaque niche* – means a single, indented space on the front of the Memorial Book Cairn.
- 2.30. *MGA* – means the *Municipal Government Act*, R.S.A. 2000, c-M-26, as amended or replaced from time to time.
- 2.31. *Monument* – means any structure in the Cemetery erected or constructed on any grave or plot for memorial purposes.
- 2.32. *Monument Permit* – means a permit issued by the Town for the approval and placement or removal or repair of the said monument.
- 2.33. *New Site* – means the second development of the Cemetery.
- 2.34. *Old Site* – means the first development of the Cemetery.
- 2.35. *Ornament* – shall mean an upright solar light or similar decoration.
- 2.36. *Open and Close* – means the digging of the grave, the placement of the 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.
- 2.37. *Owner* – means an individual(s), heir(s), Legal Representative or authorized Funeral Director, with Interment Rights for one or more Plots.
- 2.38. *Person* – shall include an individual, partnership or corporation.
- 2.39. *Plot* – means one grave.
- 2.40. *Town* – means the Town of Sedgewick.
- 2.41. *Reserve Plot(s)* – shall mean a Plot or number of Plots which lie adjacent to one another and which are to be reserved for the burial of one or more deceased members of a family.
- 2.42. *Tribute* – means an act, statement or gift that is intended to show gratitude, respect or admiration.
- 2.43. *Urn* – means a container used for storing cremated human remains.
- 2.44. *Vault* – means a structural enclosure used for encasing a casket for the Internment of human remains.
- 2.45. *Violation Tag* – means a tag or similar document issued by the Town pursuant to Section 7 of the *MGA*.
- 2.46. *Violation Ticket* – means a ticket issued pursuant to Part 2 of the *Provincial Offences Procedures Act*, R.S.A. 2000, c. P-34, as amended or repealed and replaced from time to time, and the regulations thereunder.
- 2.47. *Woody Ornamentals* – means any trees, shrubs and creeping or climbing plants.
- 2.48. *Working Hours* – mean the regular hours of work between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding declared or Statutory Holidays.
- 2.49. Any words not defined in this Bylaw will have the meaning assigned by the *Act*.

3. Duties, Rights and Powers

- 3.1. 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 Town's policies and the *Cemeteries Act*.
- 3.2. 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.

- 3.3. If, in the opinion of the Cemetery Supervisor, any woody ornamentals 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 ornamentals, or any parts thereof.
 - 3.4. No person shall attach any object to a woody ornamental or fence within the boundaries of the Cemetery.
 - 3.5. No person shall erect upon a plot or lot any fence, railing, wall, border, hedge, coping or the like and 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.
 - 3.6. Every Owner of a Monument or other erection upon any Plot shall maintain it in proper repair.
 - 3.7. When, in the opinion of the Cemetery Supervisor, any structure located on all or part of a Plot, other than a Monument or marker, is in a state of disrepair, the Cemetery Supervisor shall notify the Owner or the Legal Representative in writing, via registered mail, to the last address provided to the Town and require repairs be promptly undertaken. Any Monument or structure not repaired within 90 days after a letter has been set to the Owner or the Legal Representative, to the last known address provided to the Town, may be removed and retained in the custody of the Cemetery Supervisor for a period of 90 days to allow the individual(s) responsible for its maintenance to claim the Monument and return it to an acceptable condition.
 - 3.8. Any structure, for which a notice has been provided pursuant to section 3.7, at the end of the expiry period, the CAO may direct that the structure be retained for a further period of time, be disposed of by public auction or such other directions as the CAO deems appropriate.
 - 3.9. The Cemetery Supervisor may remove any Monument from a Plot when necessary to gain access to another Plot, provided that such monument is re-installed in a like manner.
- 4. Plots**
- 4.1. Plans for burial purposes, including a record of all interments and disinterments will be kept at the Town of Sedgewick office. Copies of all such plans shall be available for inspection free of charge at the Town Office during regular office hours.
 - 4.2. Plots shall be sold in rotation with no choice as to location.
 - 4.3. A maximum of two (2) adjoining Plots in the New Site may be reserved for Interment Rights, except in the case of the death of dependent child/children, in which case two (2) additional Plots may be reserved.
 - 4.4. No Applicant shall make a reservation for one or more Plots without making payment in full at the time of the application for Interment Rights. Upon payment of the applicable fees for any Plot, pursuant to the Fees & Master Rates Bylaw, the Town shall provide a receipt for the said sum, and provide documentation for such Plot to the Applicant or to the Applicant's Legal Representative.
 - 4.5. No person shall accept any fee or reward for interment of any body in a Plot of which such person has Interment Rights or is the Legal Representative thereof.
 - 4.6. When a Plot is held by two (2) or more Applicants, an order for interment in such Plot or any part thereof will be accepted by the Town of Sedgewick from any one of the said Applicants or a Legal Representative.
 - 4.7. Regardless of the specific wording of any agreement for Interment Rights or any other agreement between the Town and an Applicant holding Interment Rights of a Plot, it is a condition of every agreement relating to the Interment Rights of a Plot, that the

parties to the agreement expressly waive any right to claim against the Town and its officers and employees, arising by reason of any error or mistake in relation to the description of any Plot. The Town's liability shall only extend to a refund of any money paid to the Town for a Plot(s) providing that the Plot(s) suggested as an alternative is/are not acceptable to the purchaser.

4.8. Plots shall not be used for any purpose other than burial grounds for human remains.

5. Transfer, Return & Exchange of Interment Rights

5.1. With a written request from the Applicant or the Legal Representative, the Town may:

- 5.1.1. Register the transfer of Interment Rights to another person or Legal Representative of a deceased person; this transfer cannot be for remuneration.
- 5.1.2. accept the return of unused Interment Rights less an Administrative fee, pursuant to the *Cemeteries Act*, without interest;
- 5.1.3. accept an exchange of the Interment Rights for a Plot;
- 5.1.4. cancel the existing Interment Rights; or
- 5.1.5. register new Interment Rights for another Plot.

5.2. Interment Rights cannot be returned or exchanged where there has been an Interment.

5.3. Fees apply to all transfers, returns or exchanges of Interment rights, identified in the Fees and Charges Bylaw, as amended from time to time.

5.4. The Town shall refuse to allow any Interment where the transfer, exchange or return of the Interment rights does not comply with the requirements of the Bylaw.

6. Recovery of Unused plots

6.1. The Town may recover unused Plots according to the *Cemeteries Act*.

7. Cremation Garden

7.1. The Town has designated an area behind the Memorial Book Cairn in the Sedgewick Memorial Cemetery for a Cremation Garden; there are no Interment Rights issued for the Cremation Garden.

7.2. Memorial Plaques, Monuments and Grave Markers are not permitted in the Cremation Garden.

7.3. The Town shall maintain a record of ash interments in the Cremation Garden.

7.4. No person other than a Town Employee or person designated by the CAO shall open or close an interment in the Cremation Garden.

7.5. Cremation Garden Interment and Opening & Closing Fees shall be charged pursuant to the Town's Fees & Charges Bylaw.

8. Interments

8.1. No person other than a Town employee or person designated by the Chief Administrative Officer of the Town shall open or close a Plot or make a disinterment in the Cemetery.

8.2. No Interment shall be permitted in the Cemetery unless and until there has been produced to the Cemetery Supervisor, a registered Burial Permit or a Certificate of Cremation, issued by the proper office of the Government of the Province of Alberta.

8.3. Between May 1 and October 31 in any year, all applications for burials shall be made to the Town of Sedgewick office a minimum of two (2) full working days' notice before the time for Interment. Between November 1 and April 30, all applications for burials shall be made with a minimum of three (3) full working days' notice before the time of Interment. In the calculation of these time limits, Saturdays, Sundays and holidays are not considered working days and shall not be included.

- 8.4. Interments may be permitted before or after Working Hours or on a Saturday, Sunday and Statutory or Declared Holiday, subject to the payment of the applicable fees identified in the Fees & Rates Bylaw, and as amended from time to time.
- 8.5. The use of a vault is mandatory for all interments excluding cremains interments.
- 8.6. Vaults shall be constructed of concrete, plastic-lined concrete, bronze, or copper.
- 8.7. 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. The Town maintains a supply of concrete vaults for sale. For other vault options, the vault shall be at the Cemetery at a reasonable time before the time set for Interment.
- 8.8. All burials are to be made within the confines of a single Plot. A Plot may only be used for:
- 8.8.1. a single burial of a person, or
 - 8.8.2. the single burial of a person, but with the provision that up to five (5) ash interments may also occur, or
 - 8.8.3. cremation purposes only, for up to six (6) ash interments.
- 8.9. Cremains Interments are permitted only after regular Interments have occurred or when no regular Interments will occur. Cremains Interments will only be permitted in Part I of a Plot prior to the installation of a monument.
- 8.10. All work being conducted in the immediate vicinity of a Plot shall be discontinued during a burial service at the Plot.
- 9. Disinterments**
- 9.1. No disinterment of a body, regardless of circumstances, shall take place until a permit for disinterment is issued by the Provincial Authority and a copy thereof presented to the Town.
- 9.2. Disinterment must be attended by the funeral home or authority requesting such service. The funeral home or authority must provide the staff to handle the human remains and all necessary equipment and supplies.
- 9.3. The Town will only be responsible for locating the top of the rough box, vault or casket.
- 9.4. Disinterment fees are identified in the Master Rates & Fees Bylaw, as amended from time to time.
- 9.5. The Individual or authority requesting a disinterment shall give complete and precise instructions regarding the location of the Plot. The Town of Sedgewick shall not be responsible for any errors resulting for the lack of proper instruction.
- 9.6. When a Plot becomes vacant by disinterment, the Plot may be surrendered to the Town. The Town will in such case, rebate the cost, pursuant to the *Cemeteries Act*, if the Plot is reusable for Interment.
- 10. Monuments/Grave Markers**
- 10.1. All Persons employed in the construction and erection of Monuments/Grave Markers or doing other work in the Cemetery, whether they are employed by the Town of Sedgewick or not, shall be subject to the direction and control of the Cemetery Supervisor. No work shall proceed until the Town of Sedgewick authorizes it.
- 10.2. No person shall erect, or cause to be erected, or remove any Monument/Grave Marker without submitting a Monument Permit to erect or remove a Monument/Grave Marker, including a description of the Monument/Grave Marker and receiving approval from the Town.

- 10.3.** Monument permit fees shall be charged in accordance with the Town's Fees Bylaw and are subject to change without notice.
- 10.4.** All Monuments/Grave Markers must be flush mount except in the "Old Site" where monuments and grave markers may be of similar decorum to the neighbouring monument.
- 10.5.** The placement of Monuments/Grave Markers shall comply with the following requirements:
- 10.5.1.** Monuments/Grave Markers must be placed on that portion of the Plot undisturbed by excavation and must be in alignment with other Monuments/Grave Markers in that section of the Cemetery.
- 10.5.2.** No Person shall install a Monument/Grave Marker in any area within the Cemetery unless it conforms to the type and style of Monument/Grave Marker permitted to be installed in that area.
- 10.5.3.** Monuments shall be constructed of granite, marble or bronze.
- 10.5.4.** Monuments in the Cemetery shall be plaques with a maximum size of 116 centimeters (46 inches) by 66 centimeters (26 inches) for a single, or 137 centimeters (54 inches) by 81 centimeters (32 inches) for a double plot; sizes include the foundation base and may not exceed dimensions.
- 10.5.5.** In the case of multiple burials (cremains) in a single Plot a maximum of five (5) additional Grave Markers may be placed down the center of the grave. The maximum size of each additional plaque shall not exceed 25.4 centimeters (10 inches) by 50.8 centimeters (20 inches); the overall size including the foundation base shall not exceed 30 centimeters (11.8 inches) by 55.89 centimeters (22 inches). Accessories are not permitted on the cremains plaques/markers. Variances may be permitted for the exclusion of the foundation base on markers that are sandblasted at the discretion of the Cemetery Supervisor.
- 10.5.6.** Each Plot may have, upon receiving written approval from the Town, one foundation with one Monument with a maximum of six (6) names or an original Monument and a maximum of five (5) cremains' Grave Markers placed down the center of the grave.
- 10.5.7.** Grave Markers shall be placed on a concrete base as follows unless otherwise authorized by the Cemetery Supervisor as per section 5.5 (e):
- 10.5.7.1.** On a rectangular piece of concrete of not less than 3400 lbs P.S.A. strength and not less than a four-inch thickness;
- 10.5.7.2.** be placed level with the surrounding ground contour with no corners protruding, and;
- 10.5.7.3.** be a maximum of four (4) inches wide on all sides of the monument or monument base it is going to support.
- 10.5.8.** No Monument/Grave Markers including the monument foundation shall exceed the maximum dimensions per Section 10 of the Bylaw.
- 10.5.9.** Inscriptions on Monuments/Grave Markers must be of sufficient depth and quality so as to be legible and durable. Metal plaques which oxidize or deteriorate are not permitted excluding bronze monuments or grave markers.
- 10.5.10.** No inscription shall be placed on any Monument/Grave Marker, which is not in keeping with the dignity and decorum of the Cemetery.
- 10.5.11.** Notwithstanding the provisions of this Section, each Monument/Grave Marker shall be in keeping with the appearance of other Monuments/Grave Markers in the Cemetery and with the character of the Cemetery.

- 10.5.12.** The Town of Sedgewick may refuse the placement of any Monument/Grave Marker, which may otherwise conform to these regulations, should it be determined that the proposed Monument/Grave Marker is not appropriate for placement in the Cemetery.
- 10.5.13.** 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. The standard temporary marker provided by the funeral home may be removed after a period of one year from the date of the burial. The Town is not responsible for standard temporary markers.
- 10.5.14.** 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 twenty-four working hours' notice to inform the Town of when an installation is required.
- 10.5.15.** 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.
- 10.5.16.** The Town may, from time to time, report to the Applicant(s) or Legal Representative on the condition of any Monument/Grave Marker in need of repair, and it shall be the duty of the Applicant or Legal Representative of such Monument/Grave Marker, to repair same without delay to the satisfaction of the Cemetery Supervisor.
- 10.5.17.** When the installation of a Monument/Grave Marker and or foundation is in non-compliance with the Cemetery Bylaw, a notice identifying the non-compliance will be issued by the Town. If the problem is not rectified in a reasonable amount of time, the Cemetery Supervisor has the authority to remove the monument in question pursuant to Cemetery Bylaw Part 3 and Part 13.

11. Grave Decorations

11.1. Grave Decorations placed at the Cemetery shall conform to the following guidelines:

11.1.1. Flowers and similar decorations shall be placed in an approved upright affixed vase attached to the monument. Ornaments and/or decorations must fit firmly in the upright affixed vase; OR

11.1.2. In the instance where an approved upright affixed vase is not available the Town shall permit the use of a conduit pipe in the following dimensions:

- eighteen (18) inches in length by one and a half (1 ½) inches in diameter; or
- eighteen (18) inches in length by one (1) inch in diameter; or
- eighteen (18) inches in length by three-quarter (¾) inches in diameter

to be buried eight (8") to twelve (12") in depth in the ground at the head of the grave for flowers, ornaments or similar decorations. Ornaments and/or decorations must fit firmly in the conduit pipe(s).

11.1.2.1. All conduit pipes must be purchased from the Town to ensure similar decorum. Fees shall be charged in accordance with the Town's Fees and Charges Bylaw and may be subject to change without notice.

11.1.2.2. Only ONE upright affixed vase and/or one piece of conduit pipe with flowers, ornaments or similar decorations are permitted per individual interment at the head of the grave.

11.1.2.3. The placement of ONE additional ornament shall be permitted per single grave and TWO additional ornaments permitted per double grave. The additional ornaments MUST be adhered/securely fastened to the monument surface and constructed from a heavy substance which excludes but is not limited to glass, china or

plastic. The ornament(s) may NOT be affixed or securely fastened to the foundation base.

11.1.2.4. Any unauthorized ornaments or decorations shall be removed at the discretion of the Cemetery Supervisor.

11.1.2.5. Any unauthorized grave decorations removed at the discretion of the Cemetery Supervisor shall be held at the Town Office for ninety (90) days unless the items are deteriorated or damaged at which time they may be disposed of. Any unclaimed items shall be disposed of at the landfill without notice following the ninety (90) days.

11.1.3. Flowers and potted plants shall not be placed on the turf area of graves except where provided otherwise herein. See Section 3.

11.2. Tributes, flowers, potted plants, grave decorations and/or ornaments following a burial may be left for thirty (30) calendar days to allow for grieving after which time they may be removed and disposed of by the Cemetery Supervisor; following the thirty (30) calendar days; Section 12 shall apply.

11.3. The Cemetery Supervisor is authorized to remove any grave decorations that do not conform to the provisions of this Bylaw.

11.4. The placement of grave decorations in the Cemetery is at the sole risk of the owner.

12. Maintenance

12.1. The Cemetery Supervisor shall be responsible for the maintenance of the Cemetery grounds and the area around the Memorial Book.

12.2. The Town and the Cemetery Supervisor are not obligated to provide maintenance beyond the Maintenance Period due to damage that can occur to the grounds and/or the difficulties of the freeze/thru seasons. The Town reserves the right to alter the commencement and termination of the Maintenance Period for whatever reason.

12.3. A Copy of all Monument Perpetual Care agreements must be provided to the Town.

12.4. No person shall throw, abandon or otherwise dispose of rubbish anywhere within the Cemetery except in receptacles specifically provided for that purpose by the Town.

12.5. 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.

12.6. No person shall plant any shrub, tree or flowers in any part of the Cemetery without first obtaining written approval from the Town.

13. Perpetual Care

13.1. The Town of Sedgewick provides Perpetual Care for the Sedgewick Cemetery.

13.2. A Perpetual Care Fee of ten (10) percent shall be added to all Cemetery Fees and/or invoices and transferred to a Cemetery Reserve Fund in order to provide for future maintenance.

13.3. One hundred (100) percent of applicable grants shall be transferred to a Cemetery Reserve Fund or used in the current year for the purpose of Cemetery Perpetual Care.

13.4. Perpetual Care shall include:

13.4.1. reasonable maintenance to Plots in which the deceased has no identified Legal Representative, which shall be confirmed by:

13.4.1.1. Sending a notice of required maintenance to the recorded Owner or Legal Representative and no response is received within ninety (90) days or the notice is "Return to Sender."

13.3.2 Reasonable maintenance to be defined as:

- 13.3.2.1.** straightening of headstones and levelling of grave covers
- 13.3.2.2.** removal of broken or damaged grave covers
- 13.3.2.3.** removal of damaged headstones and placement of a plaque or marker, with size and design to be determined by the Cemetery Supervisor.

13.5. Perpetual Care does not include:

13.5.1. in the event the Owner or Legal Representative of a Plot is identified, the care, maintenance, repair and replacement of any Monument or any other memorial structure, except the Memorial Book cairn;

13.5.2. any personal property constructed or placed in the Cemetery;

13.5.3. the maintenance of any flower beds or vegetation planted by any person; and,

13.5.4. in the event the Owner or Legal Representative of a Plot is identified, the repair or replacement of any damage caused by vandalism, regardless of whether any such construction, placing or planting has been approved by the Town,

14. Memorial Book Cairn

14.1. Applicant(s) or their Legal Representative(s) may reserve a niche on the Town of Sedgewick Memorial Book Cairn upon payment of applicable fees pursuant to the Fees & Charges Bylaw.

14.2. The Town will determine the location of the Memorial Book Cairn niche(s) being purchased.

14.3. Applicant(s) or their Legal Representative, upon reservation of a niche(s) on the Memorial Book Cairn must order and purchase a Memorial Plaque from the Town of Sedgewick, pursuant to the Fees & Charges Bylaw.

14.4. The Cemetery Supervisor will install all Memorial Book plaques. The Applicant(s) or their Legal Representative will be responsible for a plaque installation fee pursuant to the Fees & Charges Bylaw.

14.5. Memorial Plaques on the Memorial Book are provided for humans only.

15. General Provisions

15.1. 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.

15.2. 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, or an 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.

15.3. No unauthorized person shall drive a vehicle through the Cemetery at a speed exceeding 15 kilometres or upon any part of the Cemetery except on the roadway provided specifically for vehicular access.

15.4. No person shall ride an All-Terrain Vehicle, snowmobile or horse in the Cemetery except as part of a funeral procession.

15.5. There shall be no canvassing, advertising or placement of advertising trademarks on any monument within the Cemetery.

15.6. No person shall ride a bicycle over the graves, nor lean same against any monument or monument base, nor leave same on any grave.

- 15.7. No person other than the Cemetery Supervisor shall disturb or remove or place any Flowering Ornament, Woody Ornamental, sod or dirt anywhere in the Cemetery.
- 15.8. 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.
- 15.9. No Person shall deposit any paper, sticks or refuse of any kind on any portion of the lands within the boundaries of the Cemetery except in receptacles provided for that purpose.
- 15.10. No animal shall be allowed in the Cemetery unless such animal is on a leash and under the control of an adult Person.

16. Offences and Penalties

- 16.1. 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 \$500.00 exclusive of costs, for breach thereof or in the case of non-payment of the fine and costs, imprisonment not exceeding sixty (60) days.
- 16.2. Notwithstanding section 16.1 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 first offence.

17. Violation Tag

- 17.1. An Enforcement Officer is hereby authorized and empowered to issue Violation Tags to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 17.2. A Violation Tag may be issued to such person:
 - 17.2.1. either personally; or
 - 17.2.2. by mailing a copy, via registered mail, to such person at his or her last known postal address.
- 17.3. The Violation Tag shall be in a form approved by the Chief Administrative Officer and shall state:
 - 17.3.1. The name of the person;
 - 17.3.2. the offense;
 - 17.3.3. the appropriate penalty for the offense;
 - 17.3.4. that the penalty shall be paid within 21 days of the issuance of the Violation Tag; and,
 - 17.3.5. any other information as may be required by the Town.
- 17.4. 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 Town the penalty specified in the Violation Tag.

18. Violation Tickets

- 18.1. An Enforcement Officer is hereby authorized and empowered to issue Violation Tickets to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 18.2. 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.
- 18.3. 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.

18.4. When a Clerk of the Provincial Court records the receipt of a voluntary payment pursuant to section 18.3 of the Bylaw and the *Provincial Offences Procedure Act*, 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.

19. Severability

19.1. If any term of this Bylaw is found to be invalid, illegal, or unenforceable by a court or tribunal having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this bylaw, and the rest of the bylaw remains in force unaffected by that finding or by the severance of that term.

20. Enactment

20.1. This Bylaw shall take effect at the date of final passing thereof.

20.2. Upon final passing of this Bylaw, Bylaws 493 and 519 are rescinded.

First Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this 20 day of Dec, 2018.

Second Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this 20 day of Dec, 2018.

Third Reading passed in open Council duly assembled in the Town of Sedgewick, in the province of Alberta this 20 day of Dec, 2018.

TOWN OF SEDGEWICK



MAYOR



CHIEF ADMINISTRATIVE OFFICER