

TOWN OF REDWATER

BYLAW NO. 863

CEMETERY BYLAW

A BYLAW OF THE TOWN OF REDWATER, IN THE PROVINCE OF ALBERTA, FOR THE PURPOSE OF CONTROLLING AND REGULATING THE TOWN OF REDWATER MUNICIPAL CEMETERY AND TO REPEAL BYLAW 812.

WHEREAS the Town of Redwater is the owner and operator of the Town of Redwater Municipal Cemetery;

NOW THEREFORE, pursuant to the provisions of the Municipal Government Act, Chapter M-26.1, 2000 and amendments thereto, the Council of the Town of Redwater in the Province of Alberta, duly assembled, does hereby enact as follows:

1.0 DEFINITIONS

- 1.1 **“Artificial Ornaments”** means any cut flowers, silk flowers, or wreaths.
- 1.2 **“Cemetery”** means land that is set apart or used as a place for the burial of deceased human bodies or other human remains or in which deceased human bodies or other human remains are buried.
- 1.3 **“Cemetery Services”** means any service to be rendered at the cemetery in respect of any lot or plot, marker, or monument.
- 1.4 **“Cemetery Supplies”** means burial vases, grave stones, grave liners, grave markers, monuments, bases, mats, or lowering devices for use in the cemetery.
- 1.5 **“Columbarium”** means an above ground structure designed for storing the ashes of deceased human bodies, or other human remains that have been cremated, in Niches.
- 1.6 **“Council”** means the Council of the Town of Redwater.
- 1.7 **“Cremated Remains”** means deceased human bodies, or other human remains, that have undergone the cremation process.
- 1.8 **“Disinterment”** means the removal of the deceased human remains along with the casket or container, or any remaining portion of the casket or container holding the deceased human remains, from the Grave in which they had been interred.
- 1.9 **“Flowering Ornamental”** means any perennial, annual, biannual flowering plant.
- 1.10 **“Grave”** means a Plot used as a place of burial.
- 1.11 **“Grave Cover”** means a slab, typically made of granite or cement, which covers the Grave and is placed in front of the Marker.

- 1.12 **“Indigent”** means a level of poverty in which the necessities of life are lacking; a destitute or impoverished person.
- 1.13 **“Interment”** means the ceremonial service of burial of deceased human bodies or Cremated Remains, the lowering of the casket, containing the deceased human body or remains, or cremation urn, containing the ashes of cremated deceased human bodies or remains, and the required time for the bereaved to leave the Grave site until closing of the Grave can commence.
- 1.14 **“Inurnment”** means the ceremonial service of placing Cremated Remains in the Columbarium and the required time for the bereaved to leave the Columbarium site until the closing of the Niche can commence.
- 1.15 **“Marker”** means any Permanent or Temporary Marker.
- 1.16 **“Municipality”** means the Town of Redwater.
- 1.17 **“Niche”** means a hollow space in the Columbarium to place Cremated Remains.
- 1.18 **“Niche Cover”** means the monument front on an individual Niche in the Columbarium.
- 1.19 **“Opening and Closing”** means the excavation of a Grave to the required depth and size, the placement (but not provision) of a Grave liner/vault, the backfilling of the Grave and the removal of any excess earth. This also applies to the Opening and Closing of a Niche in a Columbarium.
- 1.20 **“Owner”** means the current holder of an Interment or Inurnment right.
- 1.21 **“Peace Officer”** means:
- 1.21.1 a member of the Royal Canadian Mounted Police;
 - 1.21.2 a member of the Municipal police service;
 - 1.21.3 a Community Peace Officer where under that person’s appointment as a Community Peace Officer that person is empowered to carry out the duties of a Peace Officer, or;
 - 1.21.4 a Bylaw Enforcement Officer who is appointed by the Council of the Town of Redwater;
- 1.22 **“Permanent Marker”** means a headstone or monument used for the purpose of identifying an Interment.
- 1.23 **“Perpetual Care”** means the basic maintenance of the Cemetery and of all Plots or Niches, and shall include; leveling of the ground, grass trimming, pest control, landscaping, and road maintenance; specific care to the Marker, Niche Cover, and Plot beyond these services shall be the responsibility of the family or friends of the deceased.
- 1.24 **“Perpetual Care Fund”** means any fund or property received by an Owner for the purpose of providing perpetual care of a Cemetery.
- 1.25 **“Plot”** means a Grave for the placement of deceased human bodies or other human remains or the ashes of deceased human bodies.

- 1.26 **“Rubbish”** means boxes, paper, sticks, weeds or plants, wreaths, receptacles and any other material the presence of which may result in an untidy appearance or impedes maintenance activities to any part of the Cemetery.
- 1.27 **“Summer”** means May 1 to October 31.
- 1.28 **“Temporary Marker”** means a marker, generally supplied by funeral homes, made of either plastic or metal and staked into the ground for an allowable period.
- 1.29 **“Winter”** means November 1 to April 30.
- 1.30 **“Woody Ornamental”** means any trees, shrubs, creepers, and climbers.
- 1.31 **“Veteran”** means those individuals who meet the definition of a veteran as defined in the War Veterans Allowance Act and the Cemeteries act.

2.0 GENERAL

- 2.1 The Municipality shall have the authority/responsibility to remove any weeds, grass, Artificial Ornaments, or Flowering Ornaments which may have become wilted, or, any other article or thing which is, in the Municipality’s opinion, unsightly.
- 2.2 While the temporary placement of Artificial Ornaments on Plots or around the Columbarium is permissible these items will be removed and disposed of as part of the regular Cemetery maintenance performed by the Municipality.
- 2.3 No Artificial Ornaments, personal items, or any other article or thing may be temporarily or permanently affixed to Niche Covers or to the Columbarium.
- 2.4 If, in the opinion of the Municipality, any Woody Ornamental situated on or about the Cemetery shall become, by means of their roots or branches, prejudicial to the general appearance of the ground, dangerous, or inconvenient to the public, the Municipality shall have the right to remove such Woody Ornaments, or any parts thereof.
- 2.5 Fences, railings, walls, coping, hedges, Woody Ornaments, Flowering Ornaments, or any other article or thing which in the Municipality’s opinion is not in keeping with the dignity and decorum of the Cemetery, in, on, or around the Plots or Columbarium are prohibited; provided that such ornamentation was not installed prior to the adoption of the Cemetery Bylaw.
- 2.6 Any item removed under section 2.1, 2.2, 2.3, or 2.4 of this Bylaw, will be done so without notice or warning.
- 2.7 No person shall disturb the quiet and good order of the Cemetery by noise or other improper conduct. A Peace Officer appointed by the Municipality to be in charge of the Cemetery may evict there from, using such force as is necessary, or deny entrance to any person who contravenes this Bylaw.
- 2.8 Whenever the Owner of a Marker, or Inurnment right holder of a Niche Cover, neglects to make the required repairs or alterations to a Marker or Niche Cover within thirty (30) days after receiving

notice from the Municipality to do so, the Municipality shall have the power to repair such Marker and charge the cost to the Owner or family; which may be recovered as a debt from the Owner to the Municipality.

- 2.9 No domestic animals shall be allowed in the Cemetery.
- 2.10 Any Society desiring to hold a memorial service shall give the Municipality at least three (3) business days' notice in writing of their intention to do so.
- 2.11 No person shall destroy, damage, deface or write upon any structure or object in the Cemetery.
- 2.12 No person shall deposit any Rubbish or refuse of any sort on any portion of the land within the boundaries of the Cemetery except in receptacles provided by the Municipality for that purpose.
- 2.13 All grading, seeding of grass, and sod work shall be done under the direction of the Municipality by employees of the Municipality.
- 2.14 Benches of a style approved by the Municipality may be permitted in the Cemetery under such conditions as the Municipality may order.
- 2.15 It is a condition of every person that purchases a Plot(s) or Niche(s) in the Cemetery, that the person expressly waives any claim arising by reason of any error or mis-description of any burial Plot(s) or Niche(s). The Municipality undertakes that it will attempt, insofar as is reasonably possible, to avoid such errors but its liability shall only extend to refund, in case of error, of any money paid to the Municipality for a Plot(s) or Niche(s), and it undertakes to make an equivalent quality of Plot(s) or Niche(s), available in lieu of those originally allocated.
- 2.16 Cremated Remains shall not be scattered on any property owned by or under the control of the Municipality and located within Municipality limits.

3.0 PLOTS

- 3.1 The plans of subdivision of the lands made available by the Municipality for burial together with all subsequent plans of subdivision of such lands, approved by the Municipality, shall be the plans of the Cemetery; all Interments shall be made and records kept, by the Municipality, shall be in accordance with such plans. Copies of all such plans shall be available for inspection free of charge at the Municipal office during normal office hours.
- 3.2 Plots in the Cemetery are made available to applicants by way of license or easement to use the burial lot and are exempt from the Land Titles act.
- 3.3 No Plot shall be used for any purpose other than as burial grounds for deceased human bodies and the Cremated Remains of deceased human bodies.
- 3.4 No person other than an employee of the Municipality, or the Owner of a Plot or their agent, shall be permitted to care for any Plot in the Cemetery.
- 3.5 The top of Plots or Graves shall be kept level with the surrounding ground.

- 3.6 No Grave for the burial of a deceased shall be less than 1.52 m (5 ft) in depth from the surface of the ground surrounding the Grave.
- 3.7 No Grave for the burial of a stillborn child shall be less than 1.52 m (5 ft) in depth from the surface of the ground surrounding the Grave.
- 3.8 No Grave for the burial of Cremated Remains shall be less than 0.61 m (2 ft) in depth from the surface of the ground surrounding the Grave.
- 3.9 The Municipality shall supply Plots in the Cemetery, at a charge of 50% of the current Plot price, for bodies of Indigent persons and Veterans.
- 3.10 Concrete liners or vaults are a mandatory requirement for all full casket burials; the Municipality is not responsible for the provision of either item.
- 3.11 Cremated Remains must be contained in an urn or urn box, of a size necessary to fit inside the particular Plot; the Municipality is not responsible for the provision of either item.

4.0 COLUMBARIUM

- 4.1 Niches in the Cemetery are made available to applicants by way of the purchase of the right of Inurnment in the Columbarium. The applicant acquires no property rights in the Columbarium, which remains at all times under the sole ownership of the Municipality.
- 4.2 No Niche shall be used for any purpose other than the storage of the Cremated Remains of deceased human bodies.
- 4.3 No person other than an employee of the Municipality, the Owner or their agent, shall be permitted to care for any Niche in the Cemetery.
- 4.4 The Municipality reserves the right to enlarge, remodel, or relocate the Columbarium. For any Niche affected by such action the Municipality shall designate another Niche of substantially like size and character. The purchaser will retain the same right as originally held.
- 4.5 Each Niche in the Columbarium is a single Niche, and shall be sold as such.
- 4.6 Niches measure 30.16cm x 30.16 cm x 30.16 cm (11.875 in. x 11.875 in. x 11.875 in.), with the opening measuring 29.21cm x 29.21 cm x 29.21 cm (10.5 in. x 10.5 in. x 10.5 in.). Two sets of Cremated Remains are permitted in each Niche; however, the Municipality shall not be responsible for ensuring urns will fit in each Niche, nor for any errors resulting from lack of proper instruction.
- 4.7 The Municipality shall be responsible for the maintenance of the Columbarium.

5.0 PLOT/NICHE PROCUREMENT

- 5.1 Plots and Niches in the Cemetery shall be sold by the Municipality upon the purchaser paying, in advance, the amounts shown in Schedule "A" of this Bylaw and on completion and approval of an Interment/Inurnment Permit Application in the form of Schedule "B".



- 5.2 Plots and Niches in the Cemetery can be reserved by paying, in advance, the fee as shown in Schedule "A" and completion of a Pre-Purchase Agreement as shown Schedule "D".
- 5.3 Opening and Closing fees will be charged at the rate in effect on the date of Interment/Inurnment.
- 5.4 One individual may pre-purchase a maximum of four (4) Plots or Niches, or any combination thereof, at any one time.
- 5.5 The Council may from time to time, by resolution, amend the fees and charges for Plots, Niches, or Cemetery Service shown in Schedule "A" of this Bylaw.
- 5.6 Plots and Niches cannot be resold on the open market but may, upon completion of the Transfer Agreement as shown in Schedule "C" and payment of the fees outlined in Schedule "A", transfer ownership of the Plot or Niche to another person or have the Plot or Niche repurchased by the Municipality for 85% of the original purchase price.
- 5.7 Plots and Niches may be exchanged for one another; however, the act of exchange will involve the cancellation of the existing Pre-Purchase Agreement and the execution of a new Pre-purchase Agreement, in the form of Schedule "D". Fees paid in respect of the original agreement will be applied to the new agreement, in accordance with the amounts shown in Schedule "A", with the difference in purchase price being applied to the new Pre-Purchase Agreement or refunded within thirty (30) days.

6.0 INTERMENTS/INURNMENTS

- 6.1 The Burial Permit or Certificate of Cremation issued by the proper officer of the Government of the Province of Alberta must be supplied to the Municipality prior to Interment/Inurnment.
- 6.2 The Funeral Director, or other person officiating at the Interment, shall be responsible for the supply and placement of Cemetery Supplies and Artificial Ornaments around the Plot.
- 6.3 No Interment/Inurnment shall be permitted until an Interment/Inurnment Permit Application in the form of Schedule "B" has been completed and approved by the Municipality, and the fees, as outlined in Schedule "A", have been paid to the Municipality.
- 6.4 Any person signing an order for Interment/Inurnment will be held responsible for all charges in connection with such Interment/Inurnment and for compliance with the regulations governing the placement of monuments, placement of Markers, or engraving of Niche Covers applicable to the part of the Cemetery in which the Interment/Inurnment is made.
- 6.5 Orders for weekday Interments/Inurnments must reach the office of the Municipality not less than three (3) business days before the Interment/Inurnment is to take place, unless the Municipality, for emergent reasons, otherwise allows.
- 6.6 Orders for weekend day or statutory holiday Interments/Inurnments must reach the office of the Municipality not less than five (5) business days before the Interments/Inurnments is to take place, unless the Municipality, for emergent reasons, otherwise allows.

- 6.7 Additional charges in respect of Interments/Inurnments carried out on a weekend day or statutory holiday or after 3:00 p.m. on a weekday shall be in accordance with the rates as established in Schedule "A".
- 6.8 The Owner of a Plot, or the person instructing the Municipality to open a Grave, shall give complete and precise instructions regarding the size and location of the Grave, and the Municipality shall not be responsible for any errors resulting from the lack of proper instruction.
- 6.9 Opening and Closing activities may be made only by persons authorized by the Municipality to do so. No person or persons not under the control or supervision of the Municipality shall open or close any Grave or Niche for the purpose of interring/inurning human remains.
- 6.10 Cremated Remains may be interred in a Plot, or in the same Plot with a body, or in a Plot with other Cremated Remains. A maximum of three (3) Cremated Remains may be interred in the same Plot as a body, provided that the Interment of the Cremated Remains succeeds the Interment of the body. A maximum of four (4) Cremated Remains may be interred in one Plot; fees for the Interment of each shall be charged out in accordance with Schedule "A".
- 6.11 Where the placement of previously interred Cremated Remains restricts the availability for future Interments to less than the maximum number permitted, the Municipality shall have the final say as to the number of Cremated Remains that may be interred in a Plot.
- 6.12 The placement of interred Cremated Remains within each Plot will be successive by Interment date, starting at the upper most available quarter of the Plot and moving sequentially down to the final quarter of the Plot (see figure 1).
- 6.13 The body of a person shall not be interred in the same Grave in which a body is already interred.
- 6.14 No second Interment/Inurnment shall be permitted in any Plot/Niche in the Cemetery on which there are unpaid charges due and payable to the Municipality.
- 6.15 All burials within the limits of the Cemetery shall be under the supervision and control of the Municipality.
- 6.16 All work in the immediate vicinity of a Grave or Niche shall be discontinued during the burial service.
- 6.17 Interment/Inurnment will not be permitted in sections where written records are insufficiently accurate to confirm ownership or occupancy.

7.0 DISINTERMENT

- 7.1 Disinterment of a body or Cremated Remains shall not take place until a permit for Disinterment is issued by the Provincial Director of Vital Statistics and delivered to the Municipality.
- 7.2 Opening and Closing activities, for the purpose of disinterring human remains, may be made only by persons authorized to do so by the Municipality. No person or persons not under the control or supervision of the Municipality shall open or close any Grave or Niche.

- 7.3 When a Plot becomes vacant as a result of Disinterment, the Plot may revert to the Municipality at the Owner's option but no refund of the original purchase price will be granted.

8.0 MARKERS

- 8.1 No Permanent Markers shall be placed in the Cemetery until an application is made to the Municipality and a Marker Permit, in the form of Schedule "E", has been issued. Permit fees shall be charged in accordance with the amounts shown on Schedule "A" of this Bylaw.
- 8.2 Permanent Markers must be either flat not exceeding ground level or have a flat foundation allowing for at least five inches around the Marker base.
- 8.3 All Permanent Markers must be constructed of granite, bronze, brass, marble, or other materials approved by the Municipality.
- 8.4 Permanent Markers must be installed at a minimum depth of 7.6 cm (3 in) but cannot extend above ground level and cannot exceed 0.91 m wide (3 ft) by 0.46 m (1 ft 6 in) in length. Permanent Markers with attached retractable vases are permissible, provided such vases are located a minimum of 1 in. from the edge of the marker.
- 8.5 All persons employed in the construction and placement of Permanent Markers or doing other work in the Cemetery shall be subject to the direction and control of the Municipality.
- 8.6 No person shall place upon any Plot any monument or Permanent Marker while charges in connection therewith are due and owing to the Municipality.
- 8.7 The Municipality must be advised of the installation of a Permanent Marker at least three (3) business days in advance.
- 8.8 A Temporary Marker must be installed immediately upon Interment. A Permanent Marker shall be installed within two (2) years from the date of burial.
- 8.9 When Cremated Remains are placed in a Plot where a body has been interred, Permanent Markers must be placed sequentially below the first Marker and directly over top of the burial position of the Cremated Remains (see figure 1).
- 8.10 When up to four (4) Cremated Remains are placed in a Plot, Permanent Markers must be placed sequentially below the first Marker and directly over top of the burial position of the Cremated Remains (see figure 1).
- 8.11 No Permanent Markers shall be placed on a weekend day or statutory holidays unless permission in writing has been granted by the Municipality.
- 8.12 All persons placing Permanent Markers shall ensure that the surrounding areas are left in the same condition as found.
- 8.13 No work shall be carried out upon any Marker, nor shall any Marker be removed from any Grave or Plot, without permission from the Municipality.

- 8.14 No Permanent Marker shall be placed on any Plot prior to the Interment of human remains unless it is a double Plot and one of the persons is already interred in the Plot.
- 8.15 No inscription shall be placed on any monument or Marker, which in the opinion of the Municipality, is not in keeping with the dignity and decorum of the Cemetery.
- 8.16 It is the Plot Interment right holder's responsibility, or their representative, to ensure that Markers are properly maintained.
- 8.17 While the Municipality will take all reasonable precautions to protect the property of Plot Owners it assumes no liability, nor responsibility, for loss of or damage to any monument, Marker or part thereof, or any article of any type that may be placed on a Plot. It is the Owners' responsibility to investigate, with an insurance agent, possible insurance coverage.
- 8.18 No Grave Cover is allowed in any portion of the Cemetery.

9.0 NICHE COVERS

- 9.1 The purchase of a Niche includes the supply of one granite Niche Cover. At the expense of the Inurnment right holder, and upon application and approval by the Municipality, the Niche Cover can be engraved with lettering and designs.
- 9.2 No inscription shall be placed on any Niche Cover, which in the opinion of the Municipality, is not in keeping with the dignity and decorum of the Cemetery.
- 9.3 All Niche Cover inscriptions, excluding epitaphs, must be in all uppercase and in a style approved by the Municipality; epitaphs may be in either all uppercase or sentence case.
- 9.4 The layout of inscriptions on Niche Covers is of permitted style only (see figure 2) and must be inset not less than 5.54 cm (1 in.) from all edges.
- 9.5 Niche Covers, on Niches intended for single Inurnment, may be inscribed with the surname and given name of the deceased individual, the date of birth and date of death, and either a design or an epitaph of up to three lines.
- 9.6 Niche Covers, on Niches intended for double Inurnment, may be inscribed with the surname(s) and given names of the deceased individuals, the dates of birth and dates of death, and either a design or an epitaph of up to two lines.
- 9.7 Dates shall be in the form of either non-numerical month, numerical day, numerical year; or numerical year only.
- 9.8 The height of all lettering may be adjusted to accommodate individual circumstances but shall not be permitted to exceed:
 - 9.8.1 5.08 cm (2 in.) for surnames;
 - 9.8.2 5.54 cm (1 in.) for given names and dates;
 - 9.8.3 1.905 cm (0.75 in) for epitaphs.

- 9.9 The dimensions of all designs may be adjusted to accommodate individual circumstances but shall not be permitted to exceed:
- 9.9.1 5.715 cm (2.25 in) in height when inscribed at the top or bottom of a Niche Cover, when the Niche is intended for single Inurnment;
 - 9.9.2 3.81 cm (1.5 in) in height when inscribed at the top or bottom of a Niche Cover, when the Niche intended for double Inurnment;
 - 9.9.3 5.715 cm (2.25 in) in width when inscribed along either side of a Niche Cover, where placement of lettering permits.
- 9.10 A Niche Cover shall not be removed or installed, for the purpose of engraving or repair, until a Niche Cover Permit, in the form of Schedule "F", has been issued. Permit fees shall be charged in accordance with the amounts shown on Schedule "A" of this Bylaw.
- 9.11 Removal and re-applications of Niche Covers are to be made by Municipal employees only.
- 9.12 Niche Covers shall not be engraved until an Inurnment Permit Application, in the form of Schedule "B", is received.
- 9.13 The Municipality will not be responsible for any errors in design or description on the Niche Cover.
- 9.14 While the Municipality will take all reasonable precautions to protect the Niche and Niche Cover, it assumes no liability or responsibility for loss of, or damage, to any part thereof or any contents contained within. It is the Owners' responsibility to investigate, with an insurance agent, possible insurance coverage.

10.0 PERPETUAL CARE

- 10.1 A Perpetual Care fee will be added to the purchase price of all Plots and Niches.
- 10.2 The Cemetery Perpetual Care Fund shall be established for the future care of the Cemetery once the Municipality establishes that the Cemetery is full as determined by the Municipality.
- 10.3 Perpetual Care to be supplied by the Municipality shall not include the care, maintenance, upkeep, repair or replacement of any Marker or Niche Cover which has been placed in the Cemetery.
- 10.4 Perpetual Care includes only turf maintenance, noxious weed control, and Rubbish pick-up.
- 10.5 Perpetual Care does not include the supplying and planting of flowerbeds.

11.0 VISITORS

- 11.1 No persons shall enter or remain in the Cemetery between the hours of 11:00 p.m. of any day and 6:00 a.m. of the next day following.

12.0 VEHICLES



- 12.1 No person shall drive any vehicles through the Cemetery at a greater rate of speed than 10 km per hour on designated roadways.
- 12.2 The Municipality may prohibit the driving of vehicles in any part of the Cemetery.
- 12.3 Unless authorized by the Municipality, no bicycle, motorcycle, all-terrain vehicle, or horse shall be allowed in the Cemetery except when it is a part of a funeral procession.
- 12.4 The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.

13.0 PROVISIONS & REGULATIONS

- 13.1 The Council may make rules and regulations consistent with this Bylaw for the effectual carrying out of this Bylaw and for the efficient management, control, and regulation of the Cemetery.

14.0 PENALTY

- 14.1 Any person who commits a breach of any of the provisions of this Bylaw shall on conviction for such breach, be liable to a penalty not exceeding five hundred dollars (\$500.00) exclusive of costs, or in the case of non-payment of the fine and cost imposed to imprisonment for any period not exceeding sixty (60) days. This bylaw shall come into force and effect upon third and final reading thereof.

15.0 SEVERABILITY

- 15.1 It is the intention of Council that each separate provision of this Bylaw shall be deemed independent of all other provisions, and it is further the intention of Council that if any provision of this Bylaw be declared invalid, that provision shall be deemed to be severed and all other provisions of the Bylaw shall remain in force and effect.

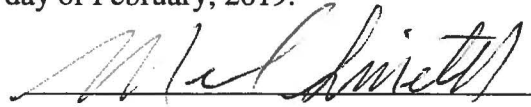
16.0 GENERAL

- 16.1 Nothing in this Bylaw relieves a Person from complying with any Federal or Provincial legislation or regulation or Municipal Bylaw, or any requirement of any lawful permit, order or license.
- 16.2 All headings and subheadings in this Bylaw are included for guidance purposes and convenience only, and shall not form part of this Bylaw.
- 16.3 Specific references to statutes, regulations and other bylaws in this Bylaw are meant to refer to the current laws applicable within the Province of Alberta as at the time this Bylaw was enacted and as they are amended from time to time, including successor legislation.
- 16.4 Bylaw 812 Cemetery Bylaw is hereby repealed.
- 16.5 This Bylaw will come into full force and effect upon the day it receives third and final reading by Council.


READ A FIRST TIME this 15th day of January, 2019.

READ A SECOND TIME this 19th day of February, 2019.

READ A THIRD TIME AND FINALLY PASSED this 19th day of February, 2019.



MAYOR



TOWN MANAGER



Plot Marker Position (figure 1)

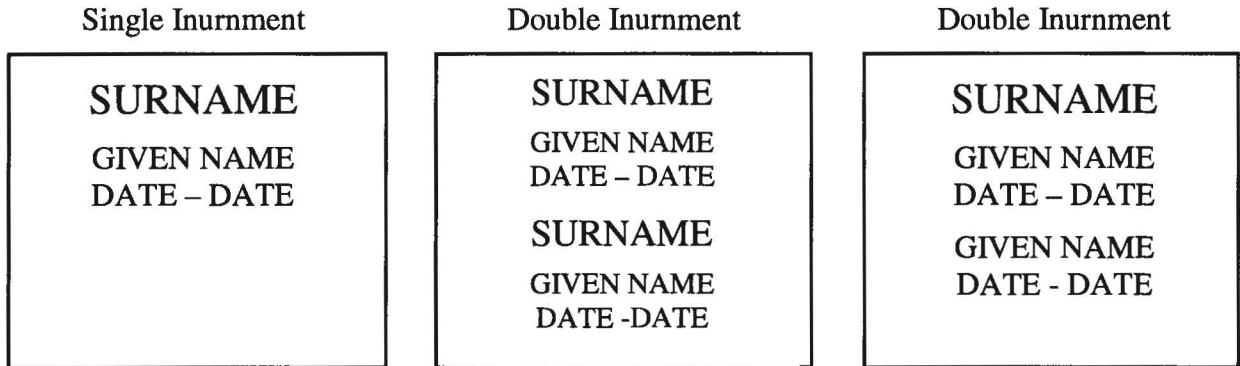
1st Permanent Marker (Primary Interment)

2nd Permanent Marker (Secondary Interment)

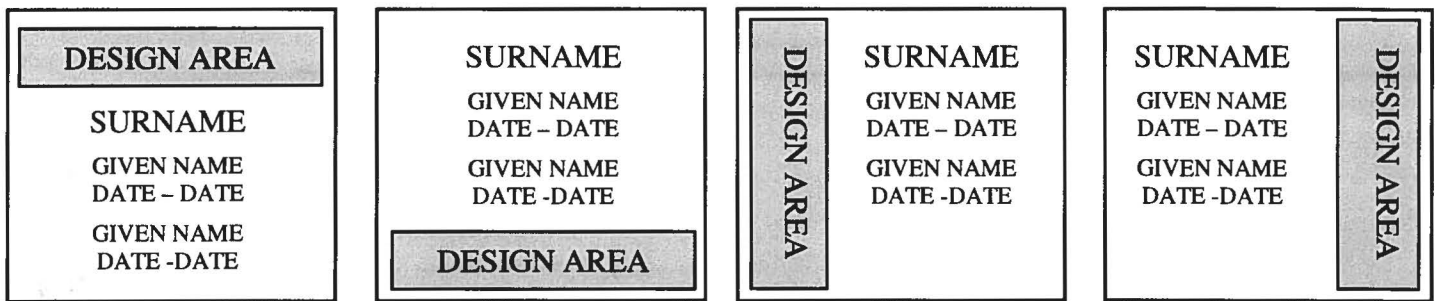
3rd Permanent Marker (Tertiary Interment)

4th Permanent Marker (Quaternary Interment)

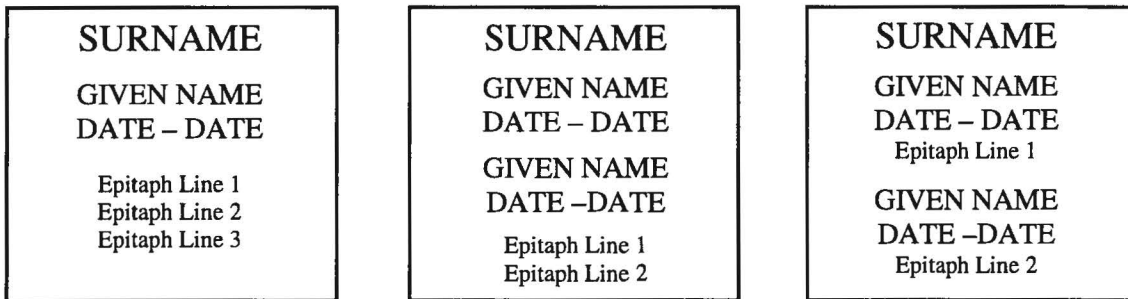
Niche Cover Inscription Layout (figure 2)



DESIGN PLACEMENT



EPITAPH PLACEMENT



SCHEDULE "A"

CEMETERY FEES

Plot fees:

Purchase of Plot \$ 500.00

Interment:

Full Casket Burial, Opening and Closing

- Summer \$ 450.00
- Winter \$ 550.00
- Overtime/after-hours surcharge* \$ 250.00

Cremation Urn, Opening and Closing

- Summer \$ 250.00
- Winter \$ 350.00
- Overtime/after-hours surcharge* \$ 150.00

Disinterment:

Upon production of the appropriate documentation, disinterment shall be provided by a Municipality approved external Contractor, at a rate of cost plus 10% if billed through the Municipality. Re-interment shall be at interment costs.

Columbarium fees:

Single Niche \$ 400.00

Inurnment, Opening and Closing:

- Summer/Winter \$ 250.00
- Overtime/after-hours surcharge* \$ 150.00

Niche Cover Engraving

as quoted by contractor +
transportation costs+ Marker Permit fee

Perpetual Care fee (added when Plot or Niche purchased) \$ 100.00

Marker/Niche Cover Permit fee \$ 25.00

Transfer Fee \$ 50.00

All fees are subject to G.S.T.

* Overtime/after hours surcharges will be added to each activity (opening or closing) that occurs in accordance with Section 6.7.

SCHEDULE "B"

Interment/Inurnment Permit Application

[Empty rectangular box]

Name of Applicant: _____

Address: _____

Contact Number(s): _____

Agreement Details:

In making this application, and in consideration of the Town of Redwater selling to the undersigned, the undersigned acknowledges and agrees:

- 1. This application shall constitute a binding contract between the parties for the purchase of:
 - a. A Plot located in Section _____ Block _____ Plot _____
 - b. Inurnment rights in Columbarium _____ Niche _____

and all of the provisions of the Cemetery Bylaw, as amended from time to time hereafter, shall be deemed to be included as terms and conditions of this contract.

- 2. That this agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and, where permitted, their assigns.
- 3. The undersigned hereby waives, releases, and discharges the Town of Redwater, its officers, agents, and employees, from all claims, demands, and rights of action which the undersigned may hereafter have against the Town for loss or damages, howsoever caused, resulting from the theft or vandalism to the Grave Markers/Niche Covers situated with, upon, or under the lots howsoever caused.
- 4. The applicant further understands that they will abide by the rules and regulations for the installation concrete vault liners and of Grave Markers/Niche Covers.
- 5. The applicant acknowledges and agrees that a permit for Interment/Inurnment is issued subject to the provisions of the Town of Redwater Cemetery Bylaw and amendments thereto.

Application Date: _____
Month Day Year

Name of Deceased: _____

Place of Death: _____

Date of Birth of Deceased: _____ Gender: F M
Month Day Year

Date of Death: _____ Age: _____
Month Day Year

Date of Interment/Inurnment: _____
Month Day Year

Time at Cemetery: _____ A.M. P.M.

Type of Request: Full Burial
Concrete Grave Liner/Vault dimensions: _____

Cremation
Urn Vault dimensions: _____

Columbarium
Urn dimensions: _____

Contact Person: _____
First & Last Name Phone

Funeral Home Contact: _____
Business Name Phone

The Charges herein:

Plot /Niche: \$ _____

Opening and Closing: \$ _____

After Hours Surcharge: \$ _____

Perpetual Care (if not paid on Pre-Purchase): \$ _____

Subtotal: \$ _____

GST: \$ _____

Total: \$ _____

The Applicant acknowledges and agrees that a Town of Redwater permit for Interment/Inurnment is issued subject to the provisions of the Town of Redwater Cemetery Bylaw, and amendments thereto, and subject to the receipt of a copy of the Government of Alberta registered Burial Permit or Certificate of Cremation.

Signature of Applicant

Invoice# _____

Receipt# _____

Date: _____

In consideration of the payment in the amount set forth and made by the Applicant, the Town of Redwater hereby grants to the applicant a license or easement to use the Plot or Niche described and have access thereto.

The Town of Redwater grants permission for the Interment/Inurnment of the above deceased in the Redwater Cemetery this _____ day of _____, 20_____.

Town of Redwater

SCHEDULE "C"

Redwater Cemetery Transfer Agreement

Plot	
Section	
Block	
Plot	

OR

Niche	
Columbarium	
Side	
Row	
Column	

Name of Owner: _____

Name of person receiving the Transfer: _____

Address of person receiving the Transfer: _____

Phone Number of person receiving the Transfer: _____

Date of Transfer: _____

I, _____, herein referred to as "the Transferor", hereby transfer my Plot/Niche, rights, obligations, and privileges, to the undersigned transferee.

Signature of Transferor

Date

I, _____, herein referred to as "the Transferee", acknowledge and agree that this agreement and all of the provisions of the Town of Redwater Cemetery Bylaw, as amended from time to time hereafter, shall be deemed to be included as terms and conditions of this contract and I will be required to complete a Pre-Purchase Agreement with the Town of Redwater before this transfer will be deemed effective.

Signature of Transferee

Date



SCHEDULE "D"

Redwater Cemetery Pre-Purchase Agreement

Plot	
Section	
Block	
Plot	

OR

Niche	
Columbarium	
Side	
Row	
Column	

Pre-Purchase Agreement details:

1. The undersigned agrees to purchase the above Plot/Niche in the above location.
2. Full purchase price of the Plot/Niche and Perpetual Care is due immediately to the Town of Redwater upon signing this agreement.
3. The undersigned agrees that this agreement will be held for a maximum of 20 years. If no contact can be made with the undersigned after the maximum holding period has elapsed then the Town has the right to resell the deed to another person without refunding the original purchase price.
4. The undersigned may cancel this agreement at any time and for any reason; only cancellation occurring within 30 days of the date the agreement was approved by the Town can be done without charge or penalty.
5. Upon cancellation of this agreement, the undersigned will receive a full refund within fifteen (15) business days; unless cancellation occurs as a result of the expiration of the maximum holding period or the 30 day cancellation period, when no refund will be granted.
6. Notice of cancellation must be given in writing, and delivered to the address shown on this contract by registered mail, fax, courier, or by personal delivery to the Town Office.
7. The Town does not allow purchasers to resell Cemetery Plots/Niches on the open market but the Owner of the deed or Inurnment right may transfer the deed or right to another person upon application to the Town, or make application for the Town to repurchase the Plot/Niche for 85% the original purchase price.
8. The opening and closing fees will be charged at the rate in effect on the date of interment.
9. The undersigned agrees that all of the provisions of the Town of Redwater Cemetery Bylaw, as amended from time to time, shall be deemed to be included as terms and conditions of this agreement.

SCHEDULE "E"

Redwater Cemetery Marker Permit

Permit No: _____

Location: Section: _____ Block: _____ Plot: _____

Name(s) of Deceased: _____

Name of Owner of Interment Rights: _____
First Name Last Name

Address: _____
_____ Phone Number: _____

Name of Monument Company: _____

Address: _____
_____ Phone Number: _____

Inscription





Type of Marker: _____

Material Used: _____

Dimensions: Length _____ Width _____ Height: _____

Proposed Foundation: _____

Type of Installation:

New Installation: Single Marker Double Marker

Reinstallation for: Replacement Alteration /Repair

Date of Application: _____

Date of Placement: _____

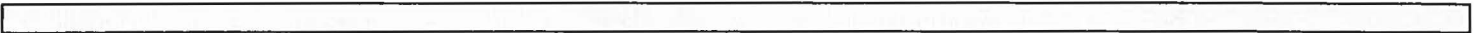
Permit fee: _____

G.S.T: _____

Total: _____

Receipt# _____

Signature of Applicant



The Town of Redwater grants permission for the placement of the above described Permanent Marker this
_____ day of _____, 20____.

Town of Redwater

SCHEDULE "F"

Redwater Cemetery Niche Cover Permit

Permit No: _____

Location: Columbarium _____ Side _____ Row: _____ Plot: _____

Type of Inurnment: Single _____ Double _____

Name(s) of Deceased: _____

Name of Owner of Inurnment Rights: _____
First Name Last Name

Address: _____

Phone Number: _____

Niche Cover Inscription

Surname: _____

Given name: _____

Dates: _____

Surname: _____

Given name: _____

Dates: _____

Epitaph (optional): _____

Lettering Style: _____

Lettering Style, epitaph (optional): _____ Uppercase / Sentence Case

A permit will not be accepted without the Niche Cover diagram and full inscription for the Niche Cover.

Date of Application: _____

Permit fee: _____

G.S.T: _____

Total: _____

Receipt# _____

Signature of Applicant

Upon receipt of the Permit fee and Niche Cover Permit, the Town can make all necessary arrangements to have the Niche Cover transported to and from the contractor responsible for engraving the inscription into the Niche Cover. The full cost of engraving plus the cost of the transportation to, and from, the contractor will be invoiced to the Applicant. The Niche Cover will not be installed until all costs and fees associated with engraving have been paid in full to the Town.

The Town shall not be responsible for any errors in design or description on the Niche Cover, however caused.

Engraving Costs: _____

Transportation: _____

G.S.T: _____

Total: _____

Invoice # _____

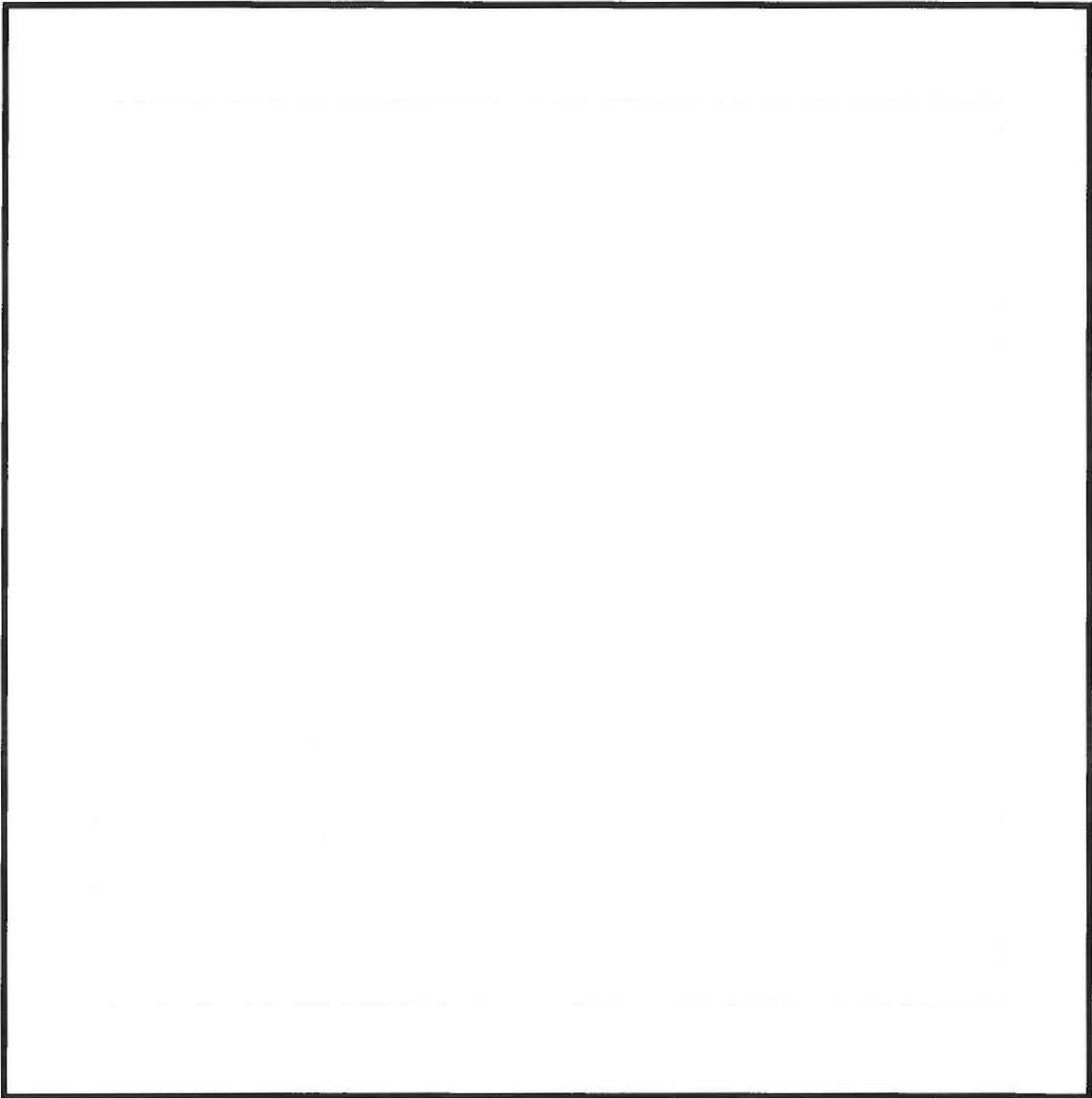
Receipt # _____

The Town of Redwater grants permission for the placement of the above described Niche Cover this

_____ day of _____, 20_____.

Town of Redwater

Niche Cover Diagram



*Niche Cover diagram at 1/2 scale

Handwritten initials or a signature in the bottom right corner of the page.