

## BYLAW NO. PI 4/05

### BEING A BYLAW OF THE TOWN OF GIBBONS IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE CONTROL AND REGULATION OF THE TOWN OF GIBBONS MUNICIPAL CEMETERY

WHEREAS, the Town of Gibbons is the owner and operator of the Town of Gibbons Municipal Cemetery

NOW THEREFORE, the Council of the Town of Gibbons duly assembled enacts as follows:

#### 1. DEFINITIONS

- a) **“Artificial Ornaments”** means any cut flowers, silk flowers or wreaths.
- b) **“Caretaker”** means the Town employee actually working at the cemetery under the instruction and supervision of the Town Manager.
- c) **“Cemetery”** means the cemetery in the Town of Gibbons known as the Municipal Cemetery owned and operated by and under the control of the Town and named “Gibbons Memorial Gardens”
- d) **“Council”** means the Council of the Town of Gibbons.
- e) **“Family Plot”** means a plot or a number of plots which lie adjacent to one another and which are to be reserved for the burial of more than one deceased member of the family.
- f) **“Flowering Ornamental”** means any perennial, annual, and biannual flowering plant.
- g) **“Grave”** means a plot used as a place of burial.
- h) **“Indigent”** means a level of poverty in which real hardship and deprivation are suffered and comforts of life are wholly lacking.
- i) **“Manager”** means the Manager for the Town, or any person acting under his or her instructions, or other persons designated by the Town of Gibbons.
- j) **“Marker”** means a memorial which shall not exceed 8” above the surface of the ground.
- k) **“Perpetual Care”** means the basic maintenance of all plots and shall include leveling of the ground and the seeding and cutting of grass as required. It shall not include the maintenance, repair or replacement of monuments or markers.

- l) **“Plot”** means a plot as shown on a plan of subdivision on record in the Town Office.
- m) **“Public Works Department”** means the Department of Public Works of the Town of Gibbons.
- n) **“Summer”** means May 1 to October 31.
- o) **“Town”** means the Town of Gibbons.
- p) **“Veteran”** means a former member of the Armed Forces.
- q) **“Winter”** means November 1 to April 30.
- r) **“Woody Ornamental”** means any trees, shrubs, creepers and climbers.

## 2. GENERAL

- a) The Manager shall have charge of the cemetery and shall exercise control over all persons employed therein.
- b) The Town shall have authority to remove any weeds, or grass, funeral designs or floral pieces which, may become wilted, or any other article or thing, which is, in its opinion, unsightly.
- c) If, in the opinion of the Town, any woody ornaments situated on or about the cemetery shall become, by means of their roots or branches, prejudicial to the general appearance to the ground or dangerous or inconvenient to the public, the Town shall have the right to remove such woody ornaments, or any parts thereof.
- d) No person shall disturb the quiet or good order of the cemetery by improper noise, improper conduct or otherwise. A member of the Royal Canadian Mounted Police, Special Constable or a representative appointed by the Town to be in charge of the cemetery may evict therefrom, using such force as is reasonably necessary, or deny entrance to any person who contravenes this Bylaw.
- e) Whenever the owner or family of a marker neglects to make the required repairs or alterations to a marker within thirty (30) days after receiving notice from the Town to do so, the Town 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 or family to the Town.
- f) No person shall turn loose or allow going at large or feed any cattle, swine, horses, dogs or any other animal in the cemetery.

- g) Any Society desiring to hold a memorial service shall give the Town at least ten (10) days notice in writing of their intention to do so.
- h) No persons shall destroy, damage, deface or write upon any marker, tablet or other structure or object in any cemetery.
- i) No person shall deposit any paper, sticks, or refuse of any sort on any portion of the land within the boundaries of the cemetery except in receptacles provided for the purpose.
- j) All grading, seeding of grass, and sod work shall be done under the direction of the Town by employees of the Town.
- k) Benches of a style approved by the Town may be permitted in the cemetery under such conditions as the Town may order.

### 3. PLOTS

- a) The plans of subdivision of the lands made available by the Town for burial purposes on record at the Town Office, together with all subsequent plans of subdivision of such lands approved by the Town, shall be the plans of the cemetery herein referred to and all interments shall be made and records kept by the Town in accordance with such plans. Copies of all such plans shall be available for inspection free of charge at the Town Office during normal office hours.
- b) The Manager shall supervise all sales of plots and interments in the cemetery.
- c) Plots in the cemetery shall be sold by the Town upon the purchaser paying in advance the amounts shown in Schedule "A" of this Bylaw and on completion of an application to purchase a burial deed in the form of Schedule "C". One individual may purchase a maximum of four (4) plots at any one time.
- d) The Council may from time to time, by resolution amend the fees and charges for plots and service shown on Schedule "A" of this Bylaw.
- e) The owner of a plot may transfer same only upon payment of the necessary fees and make the necessary application to the Town as shown on Schedule "E"
- f) No plots shall be used for any purpose other than burial grounds for human bodies, and the cremated remains of human bodies.
- g) No person other than an employee of the Town, or the owner of a plot or his agent, shall be permitted to care for any plot in the cemetery.

- h) Fences, railings, walls, cooping, hedges, woody ornaments, and flowering ornamentals in or around the plots are prohibited.
- i) The top of plots or graves shall be kept level with the surrounding ground.

#### 4. BURIALS

- a) 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 Town.
- b) No interment shall be permitted until a burial application and permit in the form of Schedule "C", hereto annexed, has been completed and given to the Town. Such permit shall contain the following particulars:
  - Name of Deceased
  - Date and Time of Burial
  - Description of Burial Plot
  - Name of Undertaker or Person Responsible for Burial
  - Name of Applicant for Burial Permit
- c) (i) Orders for Saturday and holiday burials must reach the office of the Town Manager seventy-two (72) hours before the burial is to take place, unless the Town, for emergent reasons, otherwise allows.  
  
(ii) Additional charges in respect of burials carried out on a Saturday, Statutory holiday, a declared holiday or after 3:00 p.m. weekdays shall be in accordance with the rates as established in Schedule "A" attached hereto.  
  
(iii) There will be no Sunday burials.
- d) The owner of a plot, or the person instructing the Town to open a grave shall give complete and precise instructions regarding the size and location of the grave, and the Town shall not be responsible for any errors resulting from the lack of proper instruction.
- e) Graves shall be opened and closed and interments made only by persons authorized to do so by the Town. No person or persons not under the control or supervision of the Town shall open or close any grave for the purpose of interring or removing a body.
- f) No grave for the burial of a deceased shall be less than five (5) feet in depth from the surface of the ground surrounding the grave.
- g) No grave for the burial of a stillborn child shall be less than Five (5) feet in depth from the surface of the ground surrounding the grave.

- h) No grave for the burial of cremated remains shall be less than twenty-four (24) inches in depth from the surface of the ground surrounding the grave.
- i) 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 two (2) cremated remains may be interred in the same plot as a body. A maximum of six (6) cremated remains may be interred in one plot.
- j) The body of a person shall not be interred in the same grave in which a body has previously been interred.
- k) No second inurnment shall be permitted in any plot in the cemetery on which there are unpaid charges due and payable to the Town.
- l) The Town may give consideration for the erection of a columbarium for cremains.
- m) The Town shall supply graves in the cemetery, without charge, for the unclaimed bodies of deceased persons.
- n) The Town shall supply graves in the cemetery, at a charge of 50% of the current plot price, for the bodies of indigent persons or veterans.
- o) All work in the immediate vicinity of a grave shall be discontinued during the burial service.
- p) All burials within the limits of the cemetery shall be under the supervision and control of the Town.
- q) Concrete liners or vaults are required for the burials of a body.

## **5. MARKERS**

- a) All markers will not exceed 8" above the surface of the ground.
- b) All persons employed in the construction and erection of markers or doing other work in the cemetery shall be subject to the direction and control of the Town.
- c) No markers shall be erected in the cemetery until an application is made to the Town and a permit in the form of Schedule "D", hereto annexed, has been issued. Permit fees shall be charged in accordance with the amounts shown on Schedule "A" of this Bylaw.

- d) When cremains are placed in a plot where a body has been interred, flat markers shall be placed at the foot of the plot marking the cremains.
- e) When up to six (6) cremains are placed in a plot, flat markers shall be placed at the top of each of the burial sites.
- f) No markers shall be erected on Saturdays, Sundays or holidays unless permission in writing has been granted by the Town.
- g) All persons erecting markers shall insure that such markers are firmly secured to a foundation.
- g) All persons erecting markers shall insure that the surrounding areas are left in the same condition as found.
- h) No work shall be done upon any marker, nor shall any marker be removed from any grave or plot without permission from the Town.
- i) No permanent marker shall be placed on any grave plot or columbaria plot prior to the interment of human remains in such grave plot or columbaria unless it is a double and one of the persons are interred in the plot.
- j) No grave cover is allowed in any portion of the cemetery.

## **6. PERPETUAL CARE**

- a) A perpetual care fee will be added to the purchase price of all burial, cremation and columbarium plots.
- b) The Cemetery Perpetual Care Reserve Fund shall be established for the future care of the cemetery once the Town establishes that the cemetery is full as determined by the Town Manager.
- c) Interest from the Perpetual Care Fund shall be used for maintenance of the cemetery as determined by the Town.
- d) Perpetual care to be supplied by the Town shall not include the care, maintenance, upkeep, repair or replacement of any marker, which has been placed in the cemetery.
- e) Tax deductible donations will be accepted and held in the Town of Gibbons Cemetery Perpetual Care Reserve Fund.

**7. VISITORS**

- a) 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.

**8. VEHICLES IN CEMETERY**

- a) No person shall drive any vehicles through the cemetery at a greater rate of speed than 20 km per hour.
- b) The Town may prohibit the driving of vehicles in any part of the cemetery.
- c) Unless authorized by the Town, no bicycle, motorcycle or horse shall be allowed in the cemetery except when it is a part of a funeral procession.
- d) The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the cemetery.

**9. PROVISIONS FOR RULES AND REGULATIONS**

- a) The Council may make rules and regulations not inconsistent with this bylaw for the effectual carrying out of this bylaw and for the efficient management, control and regulation of the cemetery.

**10. PENALTY**

- a) 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.

Read a first time this 24<sup>th</sup> day of August, 2005

Marcie Mettunen  
Mayor

Shirley Williams  
Manager

Read a second time this 28<sup>th</sup> day of September, 2005

Marcie Mettunen  
Mayor

Shirley Williams  
Manager

Read a third and final time this 28<sup>th</sup> day of September, 2005

Marcie Mettunen  
Mayor

Shirley Williams  
Manager

## Disclaimer

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## SCHEDULE "A"

### CEMETERY FEES

#### Plots

	Grave	Perpetual Care	Weekday Open & Close	Saturday & Holiday Additional Charges for Open & Close
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#### Regular Plot

Summer	\$500.00	\$100.00	\$450.00	\$200.00(a.m.) \$275.00(p.m.)
Winter	\$500.00	\$100.00	\$550.00	\$200.00(a.m.) \$275.00(p.m.)

#### Veterans & Indigent

Summer	\$250.00	\$0	\$450.00	\$200.00(a.m.) \$275.00(p.m.)
Winter	\$250.00	\$0	\$550.00	\$200.00(a.m.) \$275.00(p.m.)

#### Cremation Plots – Family (one plot will accommodate up to 6 urns)

Summer - 1 <sup>st</sup> Urn	\$500.00	\$100.00	\$250.00	\$100.00(a.m.) \$175.00(p.m.)
Winter – 1 <sup>st</sup> Urn	\$500.00	\$100.00	\$300.00	\$100.00(a.m.) \$175.00(p.m.)
Summer – 2 <sup>nd</sup> to 6th		\$50.00	\$250.00	
Winter – 2 <sup>nd</sup> to 6th		\$50.00	\$300.00	

#### Cremation Plots – Individual

Summer	\$300.00	\$50.00	\$250.00	\$100.00(a.m.) \$175.00(p.m.)
Winter	\$300.00	\$50.00	\$300.00	\$100.00(a.m.) \$175.00(p.m.)

#### Cremation Plots – Interred with previous casket (two inurnments can be made in one site where a casket is interred)

Summer	-	\$50.00	\$250.00	\$100.00(a.m.) \$175.00(p.m.)
Winter	-	\$50.00	\$300.00	\$100.00(a.m.) \$175.00(p.m.)

#### Columbaria

##### **Single Niche**

Summer	\$400.00	\$150.00	\$250.00	\$100.00(a.m.) \$175.00(p.m.)
Winter	\$400.00	\$150.00	\$250.00	\$100.00(a.m.) \$175.00(p.m.)

##### **Double Niche**

Summer - 1 <sup>st</sup> opening	\$750.00	\$150.00	\$250.00	\$100.00(a.m.)\$175.00(p.m.)
Winter - 1 <sup>st</sup> opening	\$750.00	\$150.00	\$250.00	\$100.00(a.m.)\$175.00(p.m.)
Summer 2 <sup>nd</sup> opening	-	-	\$250.00	\$100.00(a.m.)\$175.00(p.m.)
Winter 2 <sup>nd</sup> opening	-	-	\$250.00	\$100.00(a.m.)\$175.00(p.m.)

## Other Charges

1. Transfer of Burial Deed - \$100.00
2. Disinterment (on production of certificate from Vital Statistics)
  - Casket - \$600.00
  - Remains - \$300.00
3. Re-internments shall be at burial costs
4. Grave Marker Permit Fee - \$25.00
5. Inscription on Columbaria Doors – Double – as quoted by contractor + \$25.00 administration fee (Schedule “F”) - Single – as quoted by contractor + \$25.00 administration fee
6. Memory Wall – Inscriptions & Plate – as quoted by contractor + \$50.00 administration fee (Schedule “G”)

**SCHEDULE "B"**  
**PURCHASE CONTRACT**  
**GIBBONS MEMORIAL GARDENS**

1. The undersigned agrees to purchase the plot(s) listed below.
2. If this contract is cancelled within 30 days of signing, the purchaser will receive a full refund. An administration fee of \$150.00 will be retained after the 30 day cancellation period and the plot(s) forfeited. The plot and perpetual care fees are required to be paid upon pre-purchase.
3. Upon cancellation of this contract the Town of Gibbons has 30 days to refund any monies owing.
4. The Town of Gibbons does not allow the purchasers to resell the cemetery plot(s) on the open market but the owner of the deed may transfer the deed to another person upon application at the Town of Gibbons and payment of the transfer fee.
5. The undersigned also understands that this deed will only be held for a maximum of 20 years if no contact can be made with the undersigned at the last known address the Town of Gibbons has the right to resell the deed to another person.
6. The opening and closing fees will be charged at the rate in effect on the date of interment or inurnment.

**Applicant Information:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_

**Next of Kin Contact information:**

Relationship \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_

Lot Description Plan: \_\_\_\_\_ Plot: \_\_\_\_\_

Cremation plot (family) ( <input type="checkbox"/> )		\$ _____
Columbarium (single) ( <input type="checkbox"/> ) Columbarium (double) ( <input type="checkbox"/> )		\$ _____
Regular Grave ( <input type="checkbox"/> ) Cremation plot (individual) ( <input type="checkbox"/> ) Veterans & Indigent plot ( <input type="checkbox"/> )		\$ _____
Perpetual Care Fee		\$ _____
	Subtotal \$	_____
	GST \$	_____
Cash Receipt no.: _____	TOTAL \$	=====

The Applicant acknowledges and agrees that a permit for burial is issued subject to the provisions of the Town of Gibbons Cemetery Bylaw and amendments thereto.

\_\_\_\_\_  
 Signature of Purchaser

\_\_\_\_\_  
 Printed Name of Town of Gibbons Witness

\_\_\_\_\_  
 Signature of Purchaser

\_\_\_\_\_  
 Signature of Town of Gibbons Witness

\_\_\_\_\_  
 Date of Purchase

\_\_\_\_\_  
 Date

**SCHEDULE "C"**  
**BURIAL DEED**  
**GIBBONS MEMORIAL GARDENS**

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

1. This application shall constitute a binding contract between the parties for the purchase of the lot(s) specified, 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 the title deed issued for the lot shall not be a title in fee simple, but shall be an easement or licence only to use the burial plot.
3. That this agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and, where permitted, their assigns.
4. The undersigned hereby waives, releases and discharges the Town, 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 situated with, upon or under the lots howsoever caused.
5. The undersigned understands that any/all grave markers will not exceed 8" above the surface of the ground. The applicant further understands that they will abide by the rules and regulations for the installation of grave markers.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Regular Grave ( )      Plan ( )      Plot ( )

Cremation Grave ( )      Plan ( )      Plot ( )

Columbarium ( )      Plan ( )      Plot ( )

In consideration of the payment in the amount herein set forth in the Purchase Contract and made by the Applicant, the Town hereby grants to the Applicant a Burial Deed entitling the Applicant to a licence or easement to use the burial lot herein described and have access thereto.

\_\_\_\_\_  
Town of Gibbons

\_\_\_\_\_  
Date

**SCHEDULE "D"**  
**MARKER PERMIT**

Permit No: \_\_\_\_\_

Name of Monument Company: \_\_\_\_\_

Address of Monument Company: \_\_\_\_\_

Phone No. of Monument Company: \_\_\_\_\_

Name of Purchaser: \_\_\_\_\_

Address of Purchaser: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Location:      Section: \_\_\_\_\_      Plot: \_\_\_\_\_

Main Marker: Head of Plot – 1 per plot

Foundation Material: Concrete \_\_\_\_\_ Granite \_\_\_\_\_

(Foundation must extend a minimum 6 inches all sides of monument. Minimum Depth 3 inches installed at ground level; Maximum Size: 4 feet wide x 2 feet deep)

Monument Material: Granite \_\_\_\_\_ Other \_\_\_\_\_

(Maximum size: 3 feet wide x 1 foot deep x \_\_\_\_\_ height not to exceed 8 inches above the foundation or ground level)

Attached Vase: Y / N

(Maximum Height 8 inches, minimum 5 inches from exterior edge of Foundation)

Buried Cremains:

Flat Marker Material: Granite \_\_\_\_\_ Other \_\_\_\_\_ (Maximum size: 2 feet wide x 1 foot 6 inches deep; minimum depth 3 inches installed at ground level)

Inscription on Marker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Application: \_\_\_\_\_ Estimated Date of Placement: \_\_\_\_\_

Permit Fee: \_\_\_\_\_ Cash \_\_\_\_\_ Cheque \_\_\_\_\_

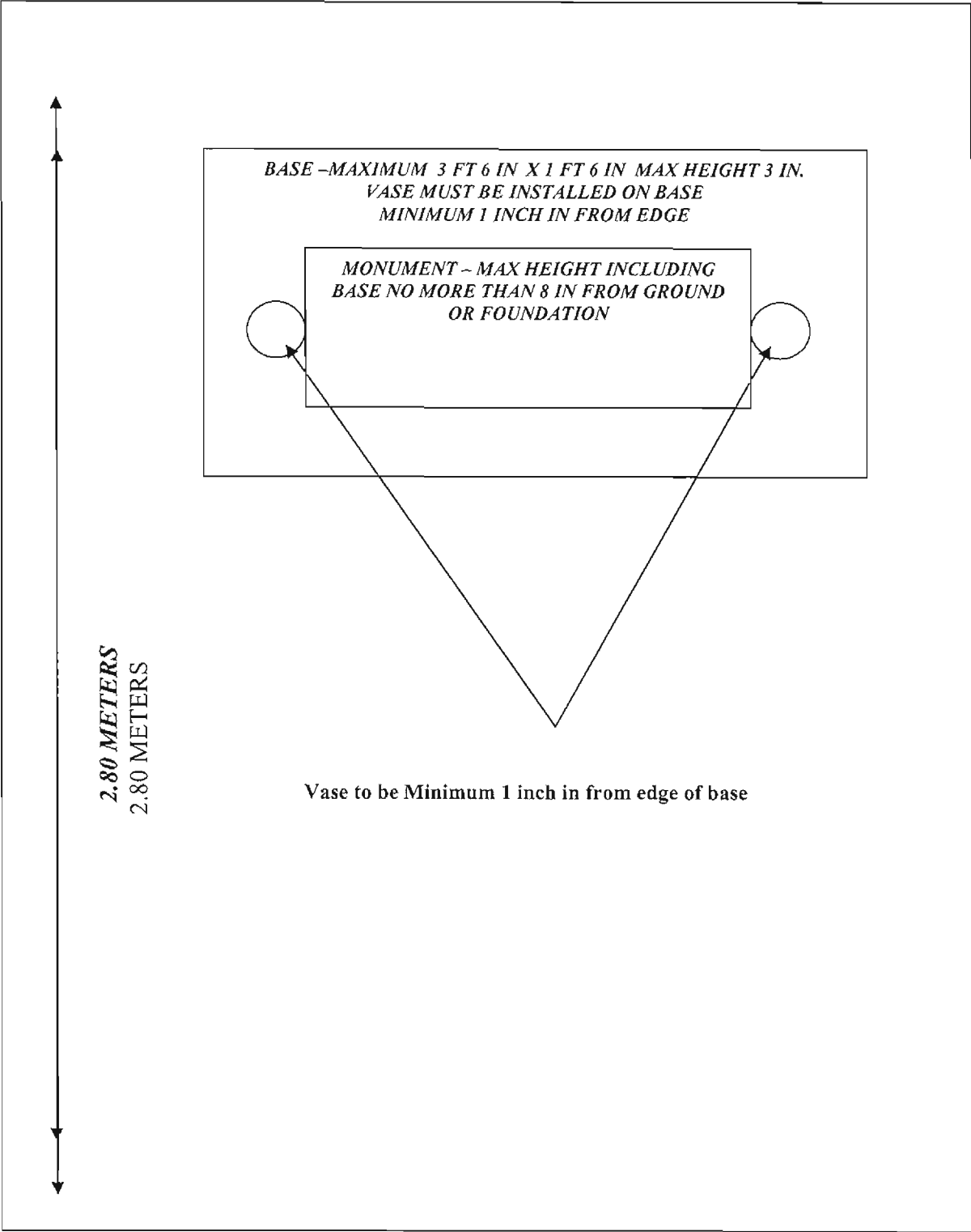
\_\_\_\_\_  
Application Completed By

\_\_\_\_\_  
Signature of Applicant

***\*Please provide sketch showing all dimensions.***

**PLOT MARKER**

1.50 METERS



**SCHEDULE "E"**

**TRANSFER OF DEED FROM OWNER TO ANOTHER PERSON**

Name of Current Owner: \_\_\_\_\_

Name of Person Receiving the Transfer: \_\_\_\_\_

Address of Person Receiving the Transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. of Person Receiving the Transfer: \_\_\_\_\_

Date of Transfer: \_\_\_\_\_

Section: \_\_\_\_\_ Plot No. \_\_\_\_\_ Niche No \_\_\_\_\_ Lot No: \_\_\_\_\_

\_\_\_\_\_  
Signature of Transferor

\_\_\_\_\_  
Signature of Transferee

**NOTE:** TRANSFER FEES MUST BE PAID IN ACCORDANCE WITH SCHEDULE "A"

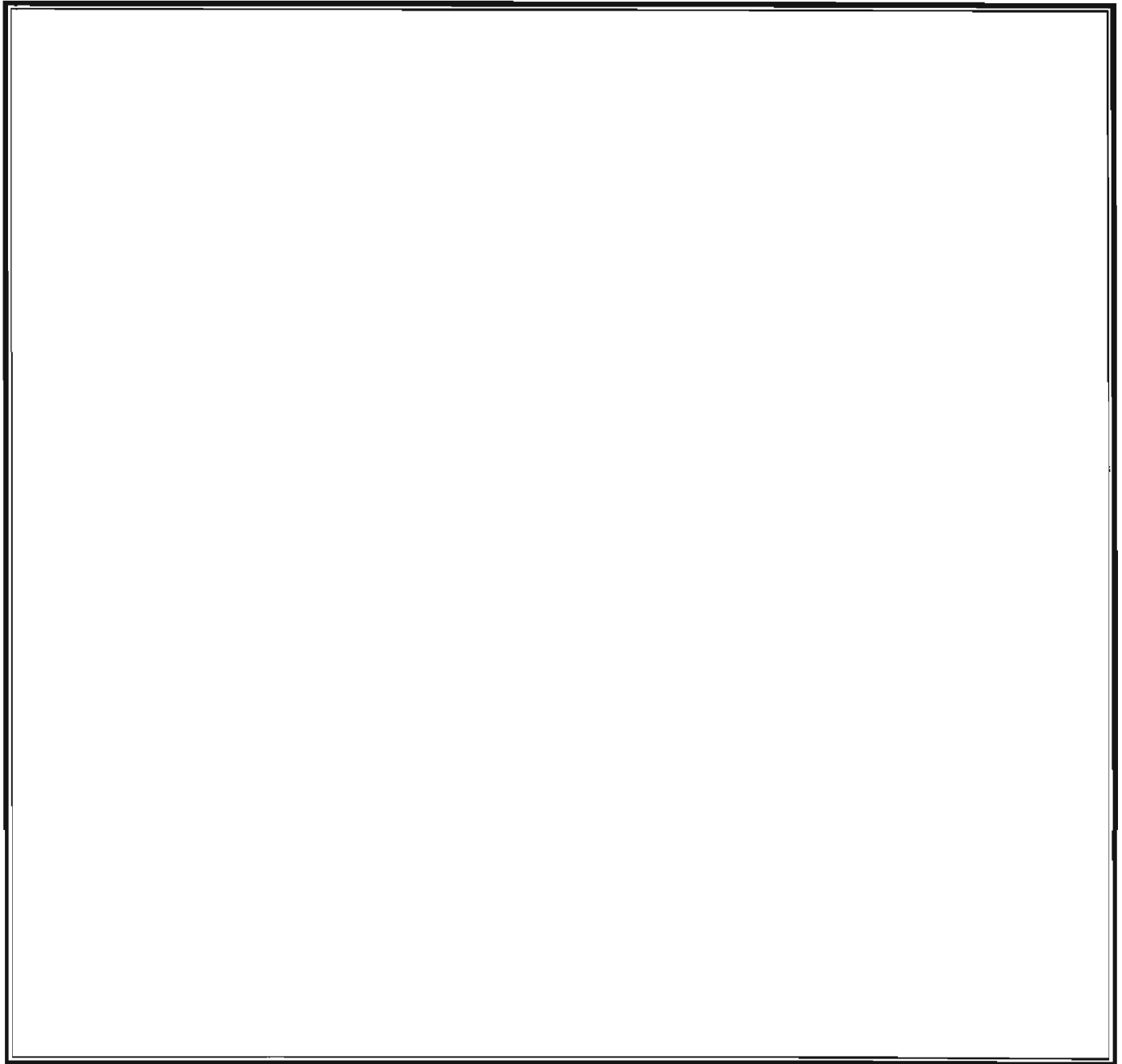
**SCHEDULE "F"**

**COLUMBARIA DOOR INSCRIPTION**

Single: \_\_\_\_\_

Double: \_\_\_\_\_

Please provide a sketch of what you require in the space provided.

A large, empty rectangular box with a black border, intended for a sketch. The box is oriented vertically and occupies most of the lower half of the page.



**SCHEDULE "G"**

**MEMORY WALL PLAQUE & INSCRIPTION  
APPROXIMATELY 3" X 4"**

Please provide the information as requested below:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_

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**FOR OFFICE USE ONLY:**

Name of Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Special Instruction: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GIBBONS MEMORIAL GARDENS  
BURIAL APPLICATION AND PERMIT**

DATE: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Maiden Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M / F

Date of Death: \_\_\_\_\_ Date of Birth of Deceased: \_\_\_\_\_

Date of Burial: \_\_\_\_\_ Time of Burial: \_\_\_\_\_  
\_\_\_\_\_

Service from: \_\_\_\_\_ Church/Chapel

Funeral Home in Charge: \_\_\_\_\_

Burial Permit: \_\_\_\_\_ Certificate of Cremation: \_\_\_\_\_ Cert. no. \_\_\_\_\_

Applicant Information: Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

**PERMIT FOR BURIAL**

The Town of Gibbons grants permission for the burial of the above deceased in the Gibbons Memorial Gardens this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Town of Gibbons

The Applicant acknowledges and agrees that a permit for burial is issued subject to the provisions of the Town of Gibbons Cemetery Bylaw and amendments thereto.

\_\_\_\_\_  
Signature of Applicant

Was this plot pre-purchased? Yes \_\_\_\_\_ No \_\_\_\_\_

(page 1 of 2)

Lot Description Plan: \_\_\_\_\_ Plot No: \_\_\_\_\_

Open & Close  
\$ \_\_\_\_\_

Weekday open & Close

\$ \_\_\_\_\_

Saturday & Holiday Add Charges

\$ \_\_\_\_\_

Overtime Charges \_\_\_\_\_ Hrs @ \_\_\_\_\_/hr

Other Charges \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

GST \$ \_\_\_\_\_

Cash Receipt no.: \_\_\_\_\_ TOTALS