



BYLAW

Bylaw Number: 1368 / 22

A BYLAW OF THE TOWN OF NANTON IN THE PROVINCE OF ALBERTA TO REGULATE AND CONTROL THE OPERATION, CARE, USE AND MAINTENANCE OF THE TOWN OF NANTON CEMETERY

1.0 LEGISLATIVE AUTHORITY:

WHEREAS the *Alberta Cemeteries Act*, RSA 2000, (Act) applies to every Cemetery, or Columbarium in Alberta whenever established". Section 10(1) of the Act states, "the owner may make rules for burials within the Cemetery"; and

WHEREAS the Municipality of the Town of Nanton owns the Nanton Cemetery on lands located outside of its municipal boundaries, legally described as a portion of the NW ¼, Section 11, Township 16, Range 28, West of the 4th Meridian, 161051 Range Road 282, within the Municipal District of Willow Creek No. 26 (MD Willow Creek), and

WHEREAS the MD Willow Creek has passed Bylaw No. 1939, which agrees that the Town of Nanton's Cemetery Bylaw, and any amendments made hereinafter, shall have effect within the boundaries of the MD Willow Creek, as provided under Section 12 (a) of the Municipal Government Act, RSA 2000 and amendments thereto,

NOW THEREFORE, the Council of the Municipality of the Town of Nanton in the Province of Alberta duly assembled enacts the following Bylaw, to be cited as "**The Nanton Cemetery Bylaw**".

2.0 DEFINITIONS:

- 2.1 Act** refers to the Province of Alberta Cemeteries Act, RSA 2000, the General Regulations and any amendments thereto.
- 2.2 Block** means a section within the Cemetery, comprised of a number of individual **Lot(s)** for Interment Rights, and may be organized into "**Plot(s)**" of four or more **Lots**, predominately within the older area of **Blocks** "A" to "H" and the Urn **Blocks** "1" to "4".
- 2.3 Casket** means the container of permanence and durability constructed for the interment of human remains.
- 2.4 Cemetery Clerk(s)** is/are the Town of Nanton administrative staff member(s) that attend to the administrative duties associated with the sales, returns, transfers of Rights to Interment co-ordinate Monument placement and records for same.
- 2.5 Chief Administrative Officer, (CAO)** means the person appointed to the position under section 205 of the Alberta Municipal Government Act, RSA 2000 and any amendments thereto.
- 2.6 Columbarium** shall mean an above ground structure containing compartments for Inurnment of human cremains
- 2.7 Contract** means the agreement between the Town and the Purchaser and/or representative of the Interment Rights, Right to Memorialize on a Town Memorial in the Cemetery, or for services requested by the Purchaser and/or representative to be completed within the Cemetery.

- 2.8 **Contractor** means a Person that carries out work for the Town of Nanton or the Purchaser for Rights of Interment or Memorialization under a written agreement as an independent business-contractor relationship for services.
- 2.9 **Council** is the Council of the Town of Nanton in the Province of Alberta, comprised of one Chief Elected Official (Mayor) and six Councillors.
- 2.10 **Cremation Plot** means a Plot designated for cremated human remains.
- 2.11 **Double Depth Plot** means a Plot designated for two (2) single Casket burials, one above the other.
- 2.12 **Foundation** means a permanent support providing a base for a Monument.
- 2.13 **Funeral Home** means all individuals, firms, partnerships and corporations that provide funeral services for the deceased and their families in the regular course of business.
- 2.14 **Grave** means an Interment Space that has been opened or used as a place of burial, or an opening dug within a burial space for the Interment of human remains or cremated human remains.
- 2.15 **Interment** means the disposition or burial of human remains or cremated human remains.
- 2.16 **Interment Rights** means the right to require or direct Interment and associated Memorialization indefinitely in a Burial Lot or Niche as registered in the Cemetery.
- 2.17 **Interment Right Holder** is the person, heir or Legal Representative, who purchases or owns an Interment Right, giving them the right of Interment or to name another person for Interment. It means that you own the Right, but not the land into which you, or someone you designate can be interred.
- 2.18 **Interment Space** means a lot, plot, niche or other space for the disposition of human remains or cremated human remains in a Cemetery, whether it is a Burial Lot or Columbarium compartment.
- 2.19 **Inurnment** means the Interment of cremated human remains, whether in a grave or Columbarium.
- 2.20 **Legal Representative** means a person or persons directed in a deceased persons' will or by the courts to carry out the requests of the deceased person.
- 2.21 **Liner** means a protective enclosure or cover placed in the ground to enclose or cover a Casket or urn in a Grave, designed and built to support the weight of the earth and standard Cemetery maintenance equipment and to prevent the Grave from collapsing, constructed to industry standards for compression strength, typically made of durable materials such as concrete, fiberglass or metal.
- 2.22 **Memorial Wall** means a Town owned structure for the purpose of memorialization.
- 2.23 **Memorialization Rights** means the purchase of plaques from the Town of Nanton to be placed upon the Memorial Wall or other Town-owned structures.
- 2.24 **Monument** means a structure placed within the Cemetery utilized for Memorialization but does not include integrated Columbarium niche doors which are included with the purchase of Interment Rights for a Columbarium, or the plates purchased for the Memorial Wall;
- 2.25 **Niche** is the single compartment of a Columbarium for cremated human remains.

- 2.26 Permit** shall mean a prescribed form by the Town for application to carry out any work at the Cemetery.
- 2.27 Purchaser** is the person, heir or Legal Representative, who purchases or owns an Interment or Memorialization Right, giving them the right of Interment or Memorialization or to name another person for Interment or Memorialization.
- 2.28 Single Depth Plot** means a Plot designated for a single Casket burial, and may be utilized for Inurnment after the initial Casket burial or for Inurnment Rights only.
- 2.29 Town** is the municipality of the Town of Nanton in the Province of Alberta.
- 2.30 Urn** is the vessel containing the ashes of human cremated remains.

3.0 INTERMENT RIGHTS CONTRACT:

3.1 Purchase:

- (a) A Contract for the Interment Rights or the Memorialization Rights on Town-owned monuments or memorial wall will be provided to the Purchaser by the Town of Nanton in accordance with the Act and this Bylaw.
- i. A Contract for Interment Rights shall include the right to install a single monument in accordance with the provisions of this Bylaw. The Purchaser will be responsible for compliance with the Bylaw governing the installation of Monuments as outlined in Section 5 of this Bylaw.
- ii. A Contract for Interment Rights in a Columbarium Unit shall include the standard engraving on the niche door, as per the provisions stated in Section 5.6.
- iii. The Contract for Memorialization Rights for the Memorial Wall shall include the provision of the plaque and the engraving for same by the Town of Nanton. The plaques shall be installed by Town of Nanton staff.
- (b) All persons who purchase Interment Rights in the Cemetery will be responsible for the cost thereof and for all charges incurred now and in the future, as set forth in the Town of Nanton Fees and Rates Bylaw.
- (d) The Purchaser of the Interment Rights shall either reserve the right to use the Interment Space for him/herself or authorize the use of such lot or niche for the Interment of another person by submitting to the Town the name of the person to be interred and into which Lot or Niche. Such authorization must be in writing and signed by the Purchaser of the Interment Rights or as per the Act. An Interment Rights Purchaser may only designate one Interment Space for their own use.
- (e) It will be the condition of the Contract that the Purchaser expressly waives any claim arising by reason of any error or misdescriptions of any Interment Space. The Town will attempt, in so far as reasonably possible, to avoid such errors, but its liability will only extend to refund in case of error, of any money paid to the Town for the Interment Rights for an Interment Space or Columbarium Niche, or Memorialization Rights on the Memorial Wall. In such cases the Town will undertake to make available equivalent quality of lots or niches, or space on the Memorial Wall, in lieu of these originally allocated.
- (f) Interment Rights or the Right to Memorialize does not vest in the holder any title or interest in the land, Columbarium, Memorial Wall or Interment Space but instead provides for the right to inter the person named on the Interment Rights or Memorialization Rights within the Cemetery. No

person shall intentionally purchase any Rights for the purpose of reselling. The Town reserves the right to limit the number of Rights purchased by an individual.

- (g) The issuance of the Interment Rights does not entitle the holder to require the Town to inter the Human Remains or Cremated Human Remains of the designated person in the Interment Space unless the holder complies in all respects with the provisions of the Cemetery Bylaw, including the payment of all Fees.
- (h) The Contract for the Interment Rights or Memorialization Rights shall include maintenance of the Interment or memorialization space. Maintenance shall be dependent upon budget and staff resources allocated.

3.2 Cancellation, Selling or Transfer:

- (a) The Purchaser of Interment Rights may cancel their Contract at any time for any reason.
 - i. The Purchaser may cancel without charge or penalty at any time during the period from the day the Contract is entered into until thirty (30) days after receipt of a copy of the Contract.
 - ii. After the thirty (30) days and upon receipt of an application and upon proof of purchase, the Town may **refund** the Interment Rights in the Town of Nanton Cemetery at eighty-five percent (85%) of the current selling price of the Interment Right.
- (b) Refunds will only be granted upon inspection of the Interment space to ensure that any installations or preparations for Cemetery supplies or Cemetery services that may have already been supplied, performed, delivered or installed are not present. It shall be the responsibility of the Purchaser to remove any supplies and restore the Interment space to its original state at date of purchase.
- (c) Once the ordering process for the Contract of a Memorial Wall plaque has been initiated by the Town, no refunds will be permitted for the purchase of a plaque. Only before installation of the plaque, may the Purchaser choose to take custody of the plaque rather than have it installed on the Memorial Wall. Proof of purchase of the plaque from the Town is required before the CAO will consider installation of that same plaque at a later date.
- (d) Where G.S.T. was applicable to the original purchase price, it will be refunded based on the applicable portion of the purchase price at the time of purchase.
- (e) A transfer of Interment Rights must be approved and registered by the Town of Nanton. Payment of a transfer fee in accordance with the provisions set out in the Fees and Rates Bylaw, and inspection of the Interment space is required before the Cemetery Clerk shall issue a new Contract. The inspection is conducted to ensure that, in the event there is a Monument on, or encroaching onto, the Interment space at time of return, the current Interment Rights holder will be responsible to have said Monument moved prior to approval of the transfer. The Rights holder or Legal Representative must supply this request in writing and the original Interment Rights or Right to Memorialize on the Memorial Wall must be surrendered to the Town. Fees associated with a transfer is payable at the time of transfer.
- (f) If the owner of the Interment Rights dies, the Town requires, before the new Interment Rights holder can obtain registration of their interest to it, proof of inheritance as their right to such interest.
- (g) The Purchaser and/or personal representative of the Interment Rights **MAY NOT** sell their Interment Rights on the open market.

3.3 Exchange:

- (a) All applications for the exchange of the Interment Rights space shall be subject to the Cemetery Clerk’s approval and Interment Space inspections.
- (b) The Purchaser of unused Interment Rights or Memorialization Rights may exchange their Rights for another of equal value with payment of fees for the exchange as set forth in the Fees and Rates Bylaw.
- (c) The Purchaser of unused Interment Rights or Memorialization Rights may exchange their Rights for another of lesser value; however, the payment of fees for the exchange as set forth in the Fees and Rates Bylaw will not be required.
- (d) The Purchaser of unused Interment Rights or Memorialization Rights may exchange their Rights for another of higher value; with payment of fees for the exchange as set forth in the Fees and Rates Bylaw, in addition to the difference in cost of the higher value Interment Rights or Memorialization Rights determined at the time of exchange.
- (e) All applications for exchange of Interment Rights or Memorialization Rights will be subject to inspections, and in the event there is a monument on or encroaching onto the Rights, the Purchaser of the Interment Rights or Memorialization Rights at the time of exchange will be responsible to have said monument moved prior to approval of exchange being granted.

4.0 INTERMENT AND MEMORIALIZATION:

4.1 Interment Space and Memorialization Options:

- (a) Body Burial: Blocks A, B, C and D 4’ wide by 8’ long
 Blocks E, F, G and H 4’ wide by 12’ long
 Blocks 1 – 32 4’ wide by 12’ long
- (b) Inurnment Urn Blocks 1 – 4 each lot 2’ by 2’ / plots of 4 are 4’ by 4’
 (on existing body burial Lots – each inurnment 2’ by 2’)
- (c) Columbarium Single Niches 12” high by 12” wide by 12” deep
 (C2 & C3) Double Niches 12” high by 12” wide by 16” deep
- Columbarium (C1) Unit spanned by Wall all niches = 10 ½” by 10 ½” by 11” deep
- (d) Memorial Wall Plaques available from 7” wide by 2 1/8” high
 Town’s supplier

4.2 Services:

- (a) An Interment shall only be made within the Cemetery once the Purchaser of the Interment Rights or legal representative has completed and signed the Contract and paid all applicable fees.
- (b) Only Human Remains or Cremated Human Remains shall be interred or memorialized in the Nanton Cemetery.

- (c) Interments shall only be:
 - i. performed within the Cemetery by Town of Nanton staff, or in conjunction with an approved Funeral Home;
 - ii. be conducted in a predefined Plot approved by the Cemetery Clerk.
- (d) Requests for Interment services, whether a Casket burial, Inurnment or Columbarium niche Inurnment, requires three (3) working days advance notification. Due to winter climate conditions, or particularly wet weather, the Town reserves the right to postpone any scheduled Interment to the first available day after a weather event.
- (e) Interments may take place Monday through Friday (excluding holidays) between the hours of 8:30 a.m. and 3:30 p.m. The Chief Administrative Officer may authorize the Cemetery Clerk to approve Interments outside of these hours and such Interments will be subject to approval from cemetery staff and applicable overtime fees.
 - i. Interment service leaving the Cemetery after 3:30 p.m. may be assessed a surcharge as per Fees and Charges of the Cemetery Bylaw.

4.2.1 The Chief Administrative Officer may:

- a. Permit the recognition of Remembrance Day ceremonies by a recognized veterans or similar service group outside of the Monday to Friday, 8:30 a.m. to 3:30 p.m. hours;
- b. schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of the Cemetery Bylaw;
- c. reserve the right to limit the number of Interments within a working day, and may assess Fees accordingly;
- d. under extreme or adverse weather conditions or under exceptional circumstances, more time is required to prepare Interment sites, the Cemetery Clerk shall notify the parties involved of the extra time required, and this extra time will remain in effect until further notice;
- e. schedule the Interment of persons who have died having any infectious disease as defined in the *Health Act*, as amended, and be interred as per the instructions of a designated Medical Health Officer.

4.2.2 Interment of a body burial in grave:

- a. All body Burials must be enclosed in a Casket.
- b. The depth of the grave must be sufficient to provide for not less than three feet of earth between the upper surface of the Casket or Liner and the level of the ground surrounding the grave; and
- c. The Casket and Liner must be less than the length and width of the lot.
- d. A Liner is required for any in-ground Casket Interment, excepting Burial Lots in Blocks A, B, C and D. Any other exceptions require approval by the Cemetery Clerk. The Cemetery Clerk reserves the right to determine the supplier and specifications of the Permanent Outer Liner. All Permanent Outer Liners or vaults shall be installed by the supplier, with the installation and any subsequent repairs to any damages at the Interment Rights holder or Representative's expense.

4.2.3 Interment of cremated remains:

- a. All cremated human remains inurned in a Columbarium Niche or placed in ground must be enclosed in a container of permanence and durability. A permanent Outer Liner is optional for in-ground burials of cremated Remains.
- b. The container must be less than the length and width of the lot.
- c. Any Interment Rights purchased for a Casket burial may:
 - i. have ashes inurned after the Casket burial; or
 - ii. not be used for any Casket burial at any time after the Inurnment of cremated remains.
- d. A body burial grave that is four feet by twelve feet may hold not more than six (6) containers of cremated remains.
- e. A body burial grave that is less than four feet by twelve feet may hold not more than four (4) containers of cremated remains.
- f. The positioning of cremated remains within the grave is subject to approval by the Cemetery Clerk.

4.2.4 Multiple Interments

- a. No more than one body (traditional Casket) shall be buried in a single Grave except a parent and an infant child when both are buried in the same Casket at the same time.
- b. Double Depth Plots shall be constructed to a depth which will accommodate two bodies in separate Caskets in such a manner that one Casket is placed immediately above the other. All Double Depth Graves shall be limited to a single Interment Rights Contract.
- c. Up to two cremated remains may be interred in a single urn lot provided that both remains are co-mingled in a single container for Interment at the same time.
- d. Inurnment of more than one set of cremated remains will not be permitted in a single Columbarium Niche.

4.3 Disinterment and Exhumation:

- (a) Human Remains shall not be disinterred or exhumed until:
 - i. all the requirements of the *Cemetery Act* are met;
 - ii. a Contract for Interment Rights reflecting the disinterment and/or exhumation of the human remains is received by the Town of Nanton from the person who has the Rights of Interment or Control of Disposition of the Human Remains, and
 - iii. the payment of prescribed Fee is received by the Town of Nanton.
- (b) The Town shall exercise all due care and attention when conducting a Disinterment but is not responsible for any damage to the Casket, urn or any other container sustained prior or during the Disinterment.

- (c) The Town's responsibility with respect to Disinterment is limited to:
 - i. the excavation of sufficient quantities of soil to permit access to the Human or Cremated Human Remains;
 - ii. the closure of the Plot once Disinterment is completed; and
 - iii. the documentation and record keeping.
- (d) The Funeral Service Provider employed at the expense of the Interment Rights holder, or the Legal Representative is required for the handling of any Human Remains in the existing Plot or any transfer of the Human Remains to the new Plot or location.
- (e) No Disinterment shall be made of the first Interment from any Double Depth Grave in which a second Interment has been made, unless the second Interment is disinterred at the same time, at a Fee set forth in the Fees and Rates Bylaw.

5.0 MEMORIALS / MONUMENTS

5.1 All Memorials/Monuments shall:

- (a) Be placed, installed, moved, removed, altered (including adding inscriptions, resurfacing Monuments, re- highlighting Monuments) or modified by persons authorized by the Chief Administrative Officer.
- (b) Monuments, including foundations, must be confined within the boundaries of the respective Plots.
- (c) Be placed in a manner as to maintain whenever possible, a proper alignment consistent with Monuments on adjacent Plots.
- (d) Shall conform to the approved plan of the Cemetery.

5.2 All measurements are described as follows to ensure the consistent application of the specifications;

- (a) **Length** shall mean the measurement of the Monument as it would face the Plot measured from left to right.
- (b) **Width** shall mean the measurement of the Monument as it would face the Plot measured from the head of the Plot towards the foot of the Plot.
- (c) **Height** shall mean the measurement of the Monument from the concrete foundation to the highest portion of the top of the Monument. This measurement shall include all bases placed to elevate the Monument.

** Maximum length will be determined by the number of Plots the Monument is intended to service. At no time may the Monument exceed the combined total width of the Plot.

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5.3 Requirements for all Memorials/Monuments work:

- (a) An Interment Rights Holder or an authorized representative is required to make an application for a Monument Permit to the Cemetery Clerk. The application shall contain the plan of the Monument, base, or Foundation and the full particulars regarding the material, method of construction, installation, design and inscription to the Cemetery Clerk for approval. The Purchaser or their representative assumes responsibility to maintain the Monument or gives the Town the right to remove the same, before any such construction or installation is undertaken. A completed Monument Permit is required at the office prior to installation or changes.
- (b) Monuments must be constructed of bronze, granite or marble.
- (c) Memorialization must be in good taste and not considered offensive.
- (d) The Town is not responsible for any errors on Monuments or memorialization.
- (e) Monument installations require notice of at least two (2) business days or other specified time to allow Cemetery staff to mark out Monument placement locations.
- (f) Memorial work shall occur during regular business hours. All workers shall report to the Cemetery Clerk prior to arrival at the Cemetery to do the work.
- (g) All earth, debris, litter, and rubbish arising or resulting from work done on any Plot by or on behalf of, the Purchaser of the Right to Interment space must be back filled, carefully cleaned up and removed from the Cemetery by the said Purchaser of his/her contractor or workers. Restoration of the immediate work area and access points used by Monument workers is the responsibility of the Permit holder for the Monument. Restoration must be completed to the satisfaction of the Cemetery Clerk.
- (h) All Monument work is subject to review, inspection and approval of the Cemetery Clerk;
- (i) Any Permits and Fees applicable must be paid in full.

Clarification and interpretation of the specifications are at the discretion of the CAO if contradictory opinions arise.

5.4 Flat Monuments:

- (a) A flat Monument shall mean a Monument of approved granite, marble or bronze inscribed with such lettering as may be desired by the Purchaser of the Interment Rights and approved by the Cemetery Clerk.
- (b) The face of the Flat Monument shall be aligned with the level of the ground in which it is set. A Flat Monument must be set in/on a suitable concrete, granite or marble foundation protruding a minimum of three (3) inches on all sides of the Monument.

5.5 Pillow Monuments:

- (a) A Pillow Monument shall mean a flat, sloped section of granite or marble set so that the highest portion of the top of the Pillow shall not be more than sixteen (16) inches measured vertically from the concrete Foundation and inscribed with such lettering as may be desired by the Purchaser of the Interment Rights and approved by the Cemetery Clerk.
- (b) The pillow may or may not be set on a granite or marble base. If a granite or marble base is used, it shall project not less than three (3) inches on all sides of the pillow and be of a thickness not greater than eight (8) inches, and not less than three (3) inches.

- (c) All Pillow Monuments with or without marble or granite bases shall be set on a concrete Foundation that projects a minimum of three (3) inches on all sides of the Pillow. The Foundation will be set to ground level.

5.6 Upright Monuments:

- (a) An Upright Monument shall mean a section of granite or marble set so that the highest portion of the top of the Monument shall not be more than thirty-six (36) inches, measured vertically from the concrete Foundation, and inscribed with such lettering as may be desired by the Purchaser of the Interment Rights and approved by the Cemetery Clerk.
- (b) The Upright Monument may or may not be set on a granite or marble base. If a granite or marble base is used, it shall project not less than three (3) inches on all sides of the Monument and be of a thickness not greater than eight (8) inches, and not less than three (3) inches.
- (c) All Upright Monuments with or without marble or granite bases shall be set on a concrete Foundation and project a minimum of three (3) inches on all sides of the Monument. The Foundation will be set to ground level.
- (d) Only one Upright headstone Monument may be placed upon a Full Casket Plot.
- (e) The Interment Right Holder or the Legal Representative is required to keep in proper repair, at their expense and to the satisfaction of the Town, all Memorials upon their Plot. Should any Memorial erected in the Cemetery fall into a state of disrepair, the Cemetery Clerk may have the Memorial removed from the Cemetery at the expense of the Purchaser or their successors.
- (f) The Cemetery Clerk may reject Memorials despite the prior issuance of a Monument Permit, when the Memorial does not comply with the Cemetery Bylaw and its Block specifications or is not keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Cemetery Clerk at the expense of the of the Monument Permit holder.
- (g) All Monuments shall be installed facing onto the Plot regardless of previous installations. Only the surname and a Monument design are permitted on the back of an Upright Monument facing an adjacent Lot. Interment Rights Purchasers must be aware that, in some instances, the view of surnames or designs placed on the back of the Monument could be blocked by the installation of a Monument on an adjacent Lot.

5.7 Engraving for Columbaria Niche Doors:

- (a) Columbarium Unit C1 – same font and general format as already present for existing engravings.
- (b) Columbarium Units C2 and C3– same font and general format as already present for existing engravings:
 - i. The door of each unit will be used for engraving.
 - ii. Engraving is the only method to be used for Memorialization (no coloring or blackening of letters will be allowed).
 - iii. Any damage to a Columbarium as a result of the work performed by the engraver or his employee shall be repaired at the expense of the engraver within 30 days and to the satisfaction of the Cemetery Clerk.

- iv. Niches sold back to the Town once engraving has been initiated will be charged the current cost of a door replacement.
- v. The engraving font must be "Monument MOD.Roman/SR Rev.a" (information provided by the Town's engraving contractor) or a Font that closely matches it.
- vi. One quarter inch (1/4") of space must be left on all sides of the door's edges.
- vii. These units may only be engraved as follows:

First line	Last Name – approximately 1.3"
Second line	Given Name – approximately 0.85"
Third line	Only year of birth and year of death – approximately 0.7"

(Niche door for Double Inurnment will include engraving of second line and third line for second Inurnment and may include an additional single line if the last name of the second Inurnment differs from the first Inurnment)

- viii. Uniformity of the format will be maintained for Columbarium Units C2 and C3.

(c) Columbarium – Unit C4 (installed in 2023)

In addition to all criteria for Columbaria Units C2 and C3, the following exceptions may be permitted:

- i. Memorialization may include a language other than English but a translation must be provided on the Contract for Inurnment Rights.
- ii. In addition to the engraving on the doors for units C2 and C3, engraving for the day/month for year of birth and year of death within the third line will also be permitted.
- iii. An epitaph may be included in the engraving onto a unit door for a single Inurnment only and must fit within the parameters of the standards for font size engraving at approximately 0.6", for unit C4 and the additional engraving costs for an epitaph will be the responsibility of the Interment Rights holder or representative.
- iv. A suitably sized vase may be ordered from the Town's contractor for engraving services for permanent installation on the Columbarium door at the time of engraving, but the cost for the vase or portrait holder, as well as the installation, will be the responsibility of the Interment Rights holder or representative.
- v. Further personalization may be permitted as space permits with the approval of the Cemetery Clerk.

5.8 Memorial Wall:

- (a) The Rights to Memorialize on the Memorial Wall must be purchased from the Town prior to the placement of a bronze ribbon or granite plaque. A record of the deceased will be kept if the Purchasers provide such information. The Memorial Wall is for the purpose of memorialization of an individual whether or not they are interred in a Cemetery.
- (b) Only one name may be placed as the first line of engraving for each space of the Rights to Memorialize on the Memorial Wall with the number of characters for the first line to be limited to allow for engraving. Only the year of birth and year of death, without days or months, will be permitted for the second line.



5.9 Adornments on Monuments and Graves:

- (a) No person shall place or deposit any glass stand, holder, vase, receptacle, jar, bottle or pot made of glass or other breakable material on any Interment site.
- (b) Permanent vases must be constructed of non-breakable material and are to be affixed and make up part of the Monument.
- (c) Vases must be of a finish that will not wear, chip or deteriorate under normal Cemetery conditions.
- (d) Vases must be so placed that there is a concrete or granite Foundation at least three (3) inches wide between any part of the vase and the edge of the turf.
- (e) Vases may be placed on a flat Monument such that they can be recessed flush with the surface of the Monument when not in use.
- (f) Any vases which are deteriorated or damaged may be removed at the Town's discretion.
- (g) Temporary solar lights are discouraged in the Cemetery. Temporary solar lights may only be placed in a permanent vase affixed and make up part of the monument. Temporary solar lights shall not be placed on the turf at any time. Broken or non-functioning solar lights shall be removed at the discretion of the Cemetery Clerk.
- (h) The Town will not accept responsibility for lost or damaged adornments under any circumstances.

5.10 Plant Materials:

- (a) If any trees, shrubs or plants growing or situated on any Plot shall in the opinion of the Cemetery Clerk become in any way detrimental to adjacent Plots, walks or driveways, or prejudicial to the general appearance of the Cemetery or dangerous or inconvenient to the public, the Cemetery Clerk shall have the right to enter upon the said Plot and remove said trees, shrubs or plants or such parts thereof as he may consider detrimental, dangerous, inconvenient or objectionable.
- (b) The Town will not accept responsibility for lost or damaged floral arrangements under any circumstances.
- (c) No person shall place artificial flowers or potted plants on any Plot in a Cemetery during the period May 1 to September 30 inclusive in any year unless the artificial flowers or potted plant are totally contained in a vase that is part of a permanent Monument, and no part of the floral arrangement or potted plant is in contact with the turf. Arrangements or potted plants that are not contained in a permanent vase attached to a Monument shall be removed.
- (d) During the period of May 1st to September 30th of each year, only fresh flowers in an unbreakable spike container, installed at or below grade, will be permitted on any turf area of landscaped Graves adjacent to the Monument. The flowers will be removed by the Cemetery Staff during mowing operations or cemetery maintenance, at which time they will be disposed of.
- (e) Flowers, funeral designs or floral pieces will be permitted on the Interment site the day of the Interment for a period of seven (7) calendar days. The Town shall have the authority to remove any funeral designs or floral pieces, which may become wilted, or any other article or thing after the expiration of 7 days from date of service.
- (f) Flowers, funeral designs or floral pieces may be placed only at the base of the Columbarium unless placed in a fixed vase on the Columbarium Monument. Placements on the top of the Columbarium or wedged in the Niche plaque is prohibited.

- (g) The Town of Nanton will permit the adornment of Veterans or Service Personnel for a period of time prior to and after Remembrance Day, by any recognized Legion Society, or other groups, as approved by the Cemetery Clerk.

5.11 GENERAL:

- (a) Should any Monument present a risk to public safety due to deterioration to the point of becoming unstable, the Town shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or any other remedy so as to remove the risk. The Town shall not be responsible for any costs to reverse the mitigation of risk.
- (b) The Town reserves the right to remove at its sole discretion any Monument or inscription which is not in keeping with the dignity and decorum of the Cemetery.
- (c) Where the original Purchaser of Interment Rights is deceased and a family member or any other person makes application for the placement of a Monument, the Town does not accept any responsibility for decisions regarding the Monument.
- (d) The Purchaser and/or their designate of the Interment Rights space is liable and responsible for damages resulting from theft, vandalism or damage howsoever caused to the Monuments erected upon an Interment space, unless such damage is shown to be caused by the negligence of the Town or Town employees.
- (e) No Monument, plaque, fence, coping (permanent structure covering the surface of a Grave), enclosure or structure will, except as provided, be removed or altered by any person from any Lot in the Cemetery without the permission of the Town in writing.
- (f) The Town accepts no responsibility for the maintenance of Monuments due to normal wear or deterioration. Minor scraping of the base portion of Monuments due to the turf mowing operation is considered normal wear.
- (g) The Town shall not be held liable for or be obligated to repair any breakage or damage to any memorial in the Cemetery, except as the result of the negligence of the Town.
- (h) All contractors, service providers and Monument companies must report to the Town Administration Office Cemetery office prior to the commencement of any work and are subject to the direction and control of the Cemetery Clerk while in the Cemetery. All work shall be done during regular Cemetery operating hours.
- (i) The Town is not responsible for damage to any Casket, urn, Permanent Outer Liner or any other container, except where such damage is caused by the gross negligence of the Town.
- (j) The Town accepts no responsibility for any error or misunderstanding that may arise from verbal rather than written arrangements for Interment.
- (k) No Plot or Grave shall be raised above the level of the surrounding ground.
- (l) All persons traveling in a Cemetery must keep to the paths and walkways and shall not walk upon or across any Plot except for maintenance operations.

6.0 MAINTENANCE

- 6.1 Perpetual care supplied by the Town means the preservation, improvement, embellishment and maintenance, in perpetuity and in a proper manner, of Plots/Graves, Niches, Memorial Wall or



other space in a Cemetery or Town owned Memorialization structures, and other such work that may be authorized by the Cemetery Clerk. Perpetual Care to be supplied by the Town shall not include the care, maintenance, upkeep, repair of, or replacement of, any Monument, plaque, or similar object which has been placed, or may in the future be placed in the Cemetery regardless of whether such placing has the Town approval or not.

6.2 The Town of Nanton does not collect Perpetual Care funds with the purchase of Interment Rights or Right to Memorialize. The Town will conduct general maintenance throughout the Cemetery and conduct routine maintenance and upkeep to the Burial Lots to mitigate uneven ground. Any Town-owned Memorialization structures or Columbarium within the Cemetery will be the responsibility of the Town; however, monuments, plaques, markers, or other structures or similar objects which have been placed or may in the future be placed in the Cemetery are not the Town's responsibility, whether such placing has the Town approval or not. The care, upkeep and maintenance of Monuments will be the responsibility of the Interment Rights Purchaser, their heirs or legal representatives.

6.3 Upon the payment by any person for Interment Rights space, or the Rights to Memorialize on the Memorial Wall, the Town will, as far as is reasonably practicable, do all that is necessary to keep the said Interment space and Town owned structures in a neat and tidy condition.

6.4 Dilapidated Graves:

(a) The Cemetery Clerk shall first endeavor to contact next-of-kin or Legal Representative of the deceased and shall post the notice of their intention in a conspicuous place in the Cemetery for a period of thirty (30) days. At the expiration of that time and provided that the objectionable condition is not corrected by any other person, the Cemetery Clerk shall have the right to remove fences, coping and other encumbrances and structure, including Monuments which by reason of neglect or age have in his opinion become objectionable or unsafe.

(b) Any notice required may be given by serving the Purchaser personally with any such notice or by mailing such notice by registered mail in an envelope addressed to the Purchaser at the last known place of residence, and any such notice sent by registered mail shall be deemed to have been received by the Purchaser on the date following its mailing as aforesaid. The form and procedures in respect to giving notice under this Section shall be in accordance with the Chief Administrative Officer's recommendations, or other relevant federal, provincial or municipal acts, bylaws or policies.

7.0 ENFORCEMENT

7.1 Fine Schedules (Schedule A)

A person who is guilty of an offence is liable for a fine in an amount that is established in Schedule "A", or in accordance with any applicable Act.

7.2 Restricted Access

The CAO may prohibit access to the Cemetery for the following reasons:

- (a) Where the Town or agent of the Town is conducting maintenance, repair work, construction, demolition, improvements or similar work.
- (b) Where the health and safety of users may be compromised.

7.3 Offences and Penalties

- (a) A Person who contravenes or fails to comply with any provision of this Bylaw is guilty of an offence and is liable to a fine in an amount not less than that established in this section and not exceeding \$10,000.
- (b) Without restricting the generality of Section 7.3 (a), the fine amounts established for use on Municipal Tags and Violation Tickets if a voluntary payment option is offered are as set out in Schedule "A".
- (c) A Peace Officer may, if it is within public interest, issue a Part 2 Summons pursuant to the *Provincial Offense Procedure Act of Alberta*.
- (d) Where a contravention of this Bylaw is of a continuing nature, further violation tickets may be issued by a Peace Officer, provided that no more than one ticket shall be issued for each day that the contravention continues.
- (e) This section shall not prevent any Peace Officer from issuing a violation ticket requiring a court appearance of the defendant, pursuant to the provision of the Provincial Offences Procedures Act.
- (f) The levying and payment of any fine in this Bylaw shall not relieve a Person from the necessity of paying any fees, charges or costs for which that Person is liable under the provisions of this Bylaw or any other bylaw of the Town of Nanton.
- (g) Where there is a specified penalty listed for an offence in Schedule "A" of this Bylaw, the amount is the specified penalty for the offence.
- (h) Notwithstanding the specified or minimum penalties set out in Schedule "A" of this Bylaw:
 - i. if a Person is charged twice for the same provision of this Bylaw within a twenty-four-month period, the minimum penalty for the second offence of the same provision of this Bylaw shall be the amount of the specified penalty for a second offence; and
 - ii. if a Person is charged three or more times for the same provision of this Bylaw within a twenty-four-month period, the minimum penalty for the third and subsequent offenses shall be double the amount of the specified penalty for such second offence.

8.0 EFFECTIVE DATES AND READINGS:

- 8.1 Town of Nanton Bylaw #1094/00, #1196/08 and #1350/21 are hereby repealed.
- 8.2 This Cemetery Bylaw #1368/22 shall become effective upon the date of final passing of same.
- 8.3 Bylaw #1368/22 is read for a first time this 12th day of December, 2022.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

15 of 17



8.4 Bylaw #1368/22 is read for a second time this _____ day of _____, 2023.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

8.5 Bylaw #1368/22 is read for a third time this _____ day of _____, 2023.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

DRAFT



CEMETERY BYLAW # 1368/33

SCHEDULE "A" PENALTIES

FIRST OFFENSE (all sections) \$100.00

SECOND and all subsequent offences \$250.00

DRAFT

