

BYLAW #1094/00
OF THE
TOWN OF NANTON

A BYLAW OF THE TOWN OF NANTON IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE CONTROL, CARE AND REGULATING THE USE OF THE NANTON CEMETERY

1. ENACTMENT:

- 1.1. WHEREAS Section 4 of the Cemeteries Act, being Chapter C-2 of the Revised Statutes of Alberta, 1980 and amendments thereto, provides that a municipality may authorize the purchase, maintenance and control of cemeteries, and
- 1.2. WHEREAS the Council of the Town of Nanton, in the Province of Alberta, deem it wise, equitable and practical to amend and amalgamate Town of Nanton Bylaws #958/92 and #995/94 which regulate the use of the Nanton Cemetery, and
- 1.3. WHEREAS Council passed Resolution #35/00, February 14, 2000, Regular Meeting authorizing the amendment of Bylaw #958/92, and amendments thereto;
- 1.4. NOW THEREFORE the Council of the Municipal Corporation of the Town of Nanton in the Province of Alberta, in Council assembled, enacts as follows:
 - 1.4.1. No person will bury a human body within the limits of the Town except in the cemetery in accordance with the provisions of this Bylaw.
 - 1.4.2. The Town cemetery is solely for the purpose of the burial of dead human remains and for the memorialisation of dead humans.

2. INTERPRETATION:

- 2.1. This Bylaw will be cited as the "Cemetery Bylaw".
- 2.2. "Act" is the Cemeteries Act, being Chapter C-2 of the Revised Statutes of Alberta, 1980, as amended from time to time, and any regulations enacted thereunder.
- 2.3. "Adult" is any person ten years of age or over.
- 2.4. "Block" is a group of lots or plots within a cemetery.
- 2.5. "Bronze Plaque" is a memorial marker of bronze metal for installation on the Memorial Wall.
- 2.6. "Burial" is the interment of human remains in an earth lot or inurnment of cremated human remains in an earth lot or a Columbarium Niche or the act of burying a deceased person.
- 2.7. "Burial Rights" is the purchased rights of burial in lots or columbarium niches sold in accordance with the provisions set out in Schedule "A" of this bylaw, and the Contract as set out in Schedule "B" of this bylaw.
- 2.8. "CAO" is the Chief Administrative Officer of the Town of Nanton.
- 2.9. "Cemetery" is the land legally described as, a ten acre parcel being a portion of the Southwest quarter of Section 11, Township 16, Range 28, West of the fourth meridian, that is set apart or used as a place for the burial of dead human bodies or other human remains or in which dead human bodies or other human remains are buried, which is owned operated and under the control of the Town.
- 2.10. "Cemetery Services" is the supplying of any service to be rendered at the cemetery in respect to any lot or niche, burial rights, perpetual care, opening and closing of graves at time of need, and permit to erect a monument.
- 2.11. "Child" is any person over the age of one year and under the age of ten years.
- 2.12. "Columbarium" is a permanent, freestanding structure containing a number of small enclosures, or niches, designed for the storing of cremated human remains.
- 2.13. "Continuous Concrete Foundation" is a strip of concrete used for the placement of monuments.

- 2.14. "Contract" is the agreement made and signed between the purchaser of the burial rights in the cemetery or his/her representative for any services requested to be done within the cemetery.
- 2.15. "Coping" is a permanent structure covering the surface of a grave.
- 2.16. "Council" is the elected Councillors and Chief Elected Official of the Town of Nanton.
- 2.17. "Director of Public Works" is the person with authority to supervise and have charge of the Cemetery, subject to the powers delegated to him/her by Council and the CAO.
- 2.18. "Disinter" is to exhume or to remove human remains or cremated human remains from a grave or out of the earth or remove from the Columbarium; dig out of the earth or ground.
- 2.19. "Flat Monument" is a monument of granite, marble or bronze the top of which must be aligned with the level of the ground in which it is set.
- 2.20. "Foundation" is a permanent support providing a base for a monument.
- 2.21. "Grave" is a lot that has been opened or used as a place of burial or an opening dug in a burial lot for the purpose of the interment of human remains or cremated human remains.
- 2.22. "Holiday" is all general holidays proclaimed by the Town of Nanton in the Province of Alberta.
- 2.23. "Infant" is any person under the age of one year.
- 2.24. "Interment" is the burial of human remains in a grave or the act of burying a deceased person.
- 2.25. "Inurnment" is the placement of cremated human remains in a niche or to bury in a grave.
- 2.26. "Lot" is a four-foot by twelve-foot space within a cemetery block, with the exception of those lots located in Blocks A, B, C and D, which are four-foot by eight-foot.
- 2.27. "Memorial" is any object or structure within the cemetery upon which a memorial marker may be placed, including a memorial wall, a bench, a tree, a boulder, etc.
- 2.28. "Memorial Tablet" is a structure of bronze, marble or granite or other material for memorial purposes placed on any grave or lot level with the surrounding ground for the purpose of memorialisation.
- 2.29. "Memorial Wall" is an object or structure within the cemetery upon which a memorial marker may be placed.
- 2.30. "Monument" is a structure in the cemetery, which projects above the level of the surrounding ground, for the purpose of memorialisation.
- 2.31. "Niche" is a single compartment of a columbarium for cremated human remains.
- 2.32. "Open and close" is the digging and preparation of the grave, the placing of the greens on the soil removed, the repairing of any damage to the grave caused by cave-ins, etc., filling the grave, levelling and re-establishing the grass on the grave.
- 2.33. "Permanent Outer Box" is a box placed in the ground to enclose totally a casket (includes a protective casket) in a grave in the cemetery, designed and built to support the weight of the earth and standard cemetery maintenance equipment and to prevent the grave from collapsing.
- 2.34. "Perpetual Care" is the on going care of lots/graves, columbarium, and town-owned monuments.
- 2.35. "Pillow Monument" is a rectangular, flat, or sloped section of granite or marble set so that the highest portion of the top of the pillow is not more than sixteen inches measured vertically from the concrete foundation.
- 2.36. "Plot" is eight lots within a cemetery.
- 2.37. "Pre-need Contract" is a contract for the provision (purchase) of burial rights prior to the death of the person for whose benefit the contract is entered into.
- 2.38. "Town" is the Town of Nanton, in the Province of Alberta, a municipal corporation.
- 2.39. "Upright Monument" is a rectangular section of granite or marble set so that the highest portion of the top of the monument will not be more than thirty-six inches, measured vertically from the concrete foundation.

- 2.40. "Urn Lot" is a two-foot by two-foot space within the cemetery designated for cremated remains of a dead human body.
- 2.41. "Vault" is a lined and sealed burial receptacle which performs all the functions of the concrete grave box (permanent outer box), and in addition is designed and constructed using one or more lining and sealing materials to increase the overall tensile strength of the finished unit and to reduce the risk of the intrusion of exterior elements.
- 2.42. "Vehicle" is the same meaning as it has in the Highway Traffic Act, R.S.A. 1980, Chapter 30.
- 2.43. "Veteran" is a former member of Her Majesty's Armed Forces as determined by the Department of Veteran's Affairs Canada.

3. PERPETUAL CARE:

- 3.1. Perpetual Care to be supplied by the Town means and includes: seeding of lots, grave surfaces, re-seeding when necessary, cultivation as may be necessary in connection with such seeding and re-seeding, watering, seasonal cutting of grass and weeds, keeping lots in neat condition and of good appearance, maintenance of columbarium and Town-owned memorialisation structures, and such other work as may be authorized by the CAO.
- 3.2. Perpetual Care to be supplied by the Town will 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 whether such placing has Town approval or not.
- 3.3. Upon the payment by any person of the full price of the burial rights in any lot, columbarium niche, or the memorialisation rights for Town-owned monuments, the Town will, so far as funds are available, do all that is necessary to keep the said lot, and the columbarium and Town-owned monument structures in a neat and tidy condition.

4. POWERS AND AUTHORITY OF THE CAO AND DIRECTOR OF PUBLIC WORKS:

- 4.1 All the powers granted to the CAO and Director of Public Works by this Bylaw will be subject to the supervision and control of Council.
- 4.2 The Director of Public Works is responsible for the operation of and maintaining order in the cemetery. This includes the general supervision, charge and control of the management and operation of the cemetery.
- 4.3 The CAO must keep a permanent record of all sales, location description, and the name(s) of any person(s) buried in any lot, plot or niche, together with the date of any purchase and burial, and all information as required in the Cemetery Contract, attached hereto as Schedule "B".
- 4.4 The Director of Public Works will have charge of the cemetery and of all persons employed therein, and of all works of whatsoever nature carried out therein, and will be charged with the duty of seeing that the said cemetery is kept in good order.
- 4.5 Only persons under the control and supervision of the Director of Public Works will open any grave for a burial of or the removal of, a dead body or the ashes of a dead body.
- 4.6 The Director of Public Works has the right to remove from the cemetery any person who disturbs the quiet or good order of the cemetery whether by noise or improper conduct or otherwise.

5. PRE-NEED SALES:

- 5.1 A contract for the reservation of burial rights in lots or niches, or the rights to memorialise on town-owned monuments or memorial wall must:
 - 5.1.1 be in writing; and
 - 5.1.2 be signed by the purchaser and the CAO, and
 - 5.1.3 state the name of the salesperson and the name of any Funeral Home for whom the salesperson is acting; and
 - 5.1.4 contain a clause of the right to cancel by the purchaser or Town, and the notice must be at least as prominent as the contents of the contract,
 - 5.1.5 be received by the purchaser, by personal delivery, or by mail, within seven (7) days after the day the contract was signed by the purchaser.
- 5.2 The contract for the purchase of burial rights in a lot or niche, or the contract for the purchase of the rights for memorialisation on town-owned monument will include perpetual care. Those purchased after the passing of this bylaw will include perpetual care and permission to erect a monument.

Those purchased prior to the passing of this bylaw will require a fee for permission to erect a monument as set forth in Schedule "A" in this Bylaw.

- 5.3 All persons who purchase burial 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 Schedule "A" in this Bylaw.
- 5.4 The CAO will upon payment by any person of the full price of any lot, columbarium niche, or of memorialisation rights for Town-owned monuments, issue to each purchaser or such person as otherwise designated by such purchaser, a copy of the contract.
- 5.5 The owner of the burial rights of a lot or niche, may 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 owner of the burial rights or as per the Act.
- 5.6 All persons who purchase burial rights in lots or niches, or the rights for memorialisation on Town-owned monuments in the cemetery will be responsible for compliance with the Regulations governing the erection of monuments is outlined in Section 9 of this bylaw.
- 5.7 No person will accept any fee or reward for a burial or the resale of burial rights in a lot or Columbarium niche of which such a person is the owner of the contract for burial rights, or over which they exercise any power or control.
- 5.8 It will be the condition of each sale of burial space in the Cemetery that the purchaser expressly waives any claim arising by reason of any error or misdescriptions of any burial space. The Town undertakes that it will attempt, in so far as is reasonable 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 burial rights in a lot or columbarium niche, or the rights for memorialisation on a Town-owned monument, or the Town will undertake to make available equivalent quality of lots or niches, or space on a Town-owned monument, in lieu of these originally allocated.

6. TERMINATION, CANCELLATION OR EXCHANGE OF BURIAL RIGHTS:

- 6.1. The purchaser may cancel the contract at any time for any reason. The purchaser may cancel without charge or penalty at any time during the period from the day the contract is entered into until 30 days after receipts of a copy of the contract. If cancelled after 30 days payment will be required for burial rights and any cemetery supplies and cemetery services that have already been supplied, performed or delivered, as the case may be.
- 6.2. Upon receipt of an application and upon proof of ownership, the Town may redeem the burial rights in vacant graves in the cemetery and in columbarium niches, and the memorial rights to a town-owned monument in the cemetery on the basis of 100% of the original purchase price.
- 6.3. Where G.S.T. was applicable to the original purchase price, it will be refunded based on the purchase price refunded.
- 6.4. The owner, or his/her personal representative, of burial rights may transfer his/her burial rights to another individual. The CAO, upon receipt of an application and upon proof of ownership, and the inspection of lot in the event there is a monument on or encroaching onto the lot at time of return the lot owner will be responsible to have said monument moved prior to approval of transfer, and of payment of a transfer fee in accordance with the provisions set out in Schedule "A", will issue a new contract of ownership as required. The transfer of ownership must be registered with the Town.
- 6.5. "Proof of Inheritance" When the owner of the burial rights in a lot or niche, or memorialisation rights on a Town-owned monument dies and burial rights pass to the new owners, before the new owners can obtain registration of their interest to it, the Town requires proof of their right to such interest.
- 6.6. Upon application and subject to the CAO's approval, lots may be exchanged within the cemetery. All lots are subject to inspection.
 - 6.6.1. Owners of unused burial lots or columbarium niches, or the rights to memorialise on a Town-owned monument, may exchange their rights for other burial space of equal value with payment of fee as set forth in Schedule "A" of this bylaw.
 - 6.6.2. Exchange of an unused single depth lot for new double depth lots will be permitted upon payment of the difference in lot costs at time of exchange and payment of fee as set forth in Schedule "A" of this bylaw.
 - 6.6.3. Exchange of more than one unused single lot for new double depth lot will be permitted; however, no refund of difference in lot will be given. No fee will be charged.
 - 6.6.4. Exchange of an unused double depth lot for one new single depth lot will be permitted; however, no refund of difference in lot prices will be given. No fee will be charged.

- 6.7. All applications for exchange of burial lots will be subject to lot inspections, and in the event there is a monument on or encroaching onto the lot, the lot owner at the time of exchange will be responsible to have said monument moved prior to approval of exchange being given.

7. BURIALS, INTERMENTS, INURNMENTS, DISINTERMENTS:

- 7.1. No burial or disinterment will take place in the cemeteries unless and until there is produced and shown to the Town the following documents:
- 7.1.1. An original burial permit or disinterment permit issued by the proper official of the Province of Alberta or such other written authority as may be required from time to time under the laws of the Province of Alberta.
- 7.1.1.1. A burial permit is required where the fetus completed 20 weeks' gestation or weighed 500 grams or more, prior to any disposition of the remains.
- 7.1.1.2. A burial permit is not required for interment of a fetus of less than 20 weeks gestation.
- 7.1.2. A completed contract for burial or disinterment acknowledging receipt of payment in full, of fees and charges or approval of credit by the CAO for work to be done at the expense of the Town, and signed by the owner, or his/her personal representative, of the burial rights, and the CAO disclosing the following particulars:
- 7.1.2.1. Name of the Deceased Person,
- 7.1.2.2. Last known residence of the deceased,
- 7.1.2.3. Lot, Plot (if applicable) and Block Numbers,
- 7.1.2.4. Date of Death,
- 7.1.2.5. Day and Date of Burial/Disinterment,
- 7.1.2.6. Arrival Time at Cemetery,
- 7.1.2.7. Type of Outer Box and Name of Vault,
- 7.1.2.8. Sex of Deceased,
- 7.1.2.9. Date of Birth of Deceased,
- 7.1.2.10. Place of Birth of Deceased,
- 7.1.2.11. Name of Firm and Individual making arrangements,
- 7.1.2.12. Name and address of lot owner or personal representative,
- 7.1.2.13. Owner of burial rights or his/her personal representative making arrangements, and signature,
- 7.1.2.14. The service number of a Veteran/and if required the service number of a Veteran Spouse.
- 7.1.2.15. The acknowledgement of payment in full, of fees and charges or the approval of credit by the CAO as set forth in Schedule "A" of this Bylaw.
- 7.2. The owner of the burial rights or his/her personal representative, of a lot/niche may authorize the use of such lot/niche for the interment of a person by submitting to the Town, the name of the person to be interred and into which lot/niche. Such authorization must be in writing and signed by the owner or his/her personal representative.
- 7.3. Columbarium niches must be used for the inurnment of cremated human remains and must not be used for memorialisation purposes only.
- 7.4. The Town may request proof of purchase to identify the lot and/or prove the right to use the lot.
- 7.5. The Town accepts no responsibility for any error or misunderstanding that may arise from burial arrangements made by phone.
- 7.6. It will be the condition of each sale of burial space in the cemetery that the purchaser expressly waives any claim arising by reason of any error or misdescriptions of any burial space. The Town undertakes that it will attempt, in so far as is 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 burial rights in a lot or columbarium niche, or the rights for memorialisation on a Town-owned monument, or the Town will undertake to make available equivalent quality of lots or niches, or space on a Town-owned monument, in lieu of those originally allocated.
- 7.7. Any person signing a contract for interment or disinterment will be responsible for the prepayment of all charges in connection with such service as set forth in Schedule "A" of this bylaw.
- 7.8. The CAO will upon payment by any person of the full price of the burial rights in any lot, columbarium niche, or of memorialisation rights on a Town-owned monument, issue to each purchaser or such person as otherwise designated by such purchaser, a copy of the contract.
- 7.9. Any child of a deceased interred in a lot is deemed to have the authority to give permission for interment in that lot. The order of disposition set forth by the Act will be followed.

- 7.10. Funerals arriving at the cemetery gates after 4:00 p.m. will be assessed a surcharge as shown in Schedule "A" to this bylaw. The surcharge will be invoiced to the Funeral Home making the arrangements and the Funeral Home will be notified of the amount of the surcharge the next working day following the funeral.
- 7.11. All traditional casket burials will require the use of a permanent fiberglass outer box or concrete vault with the only exceptions being that of a religious one or those burials located in Blocks A, B, C and D, and subject to approval by the CAO.
- 7.12. The Town accepts no responsibility for burial site not prepared due to the late arrival of a vault or concrete box.
- 7.13. Funeral Directors must close the casket/coffin and fasten it securely before it is lowered into the ground.
- 7.14. No burial or funeral service will be permitted in the cemetery on a Saturday, Sunday or Holiday except:
 - 7.14.1. with special permission in writing to the CAO, which may only be granted in cases of special emergency, such as danger of contagion or infection, or in case of an epidemic, or by order of the Provincial Board of Health; or
 - 7.14.2. circumstances which, in the opinion of the CAO, justifies an exception. An application for special permission herein must be made to the CAO not less than sixteen (16) regular working hours prior to the date of interment. All burials will be subject to a surcharge as set forth in Schedule "A" of this bylaw.
- 7.15. If a child or adult grave is required to be opened, a minimum accumulation of sixteen (16) regular working hours prior to the time set for the interment must be given.
- 7.16. For a Monday burial excluding a Statutory or declared holiday, notice must be supplied by 12:00 Noon the Friday prior.
- 7.17. If, under extreme or adverse weather conditions, more time is required to prepare burial sites, the Town will notify the parties involved of the extra time required, and this extra time will remain in effect until further notice.
- 7.18. The CAO and/or Director of Public Works reserve the right to limit the number of burials within a working day, or assessing fees accordingly.
- 7.19. All burials are to be made within the confines of designed lots. There must be a minimum of twelve (12) inches of earth between remains buried in adjoining lots and a minimum of two (2) feet of earth covering a permanent outer box, or a minimum of three (3) feet of earth covering a casket without a permanent outer box.
- 7.20. No persons will accept any fee or reward for a burial or the resale of burial rights in a lot or Columbarium niche of which such a person is the owner of the contract for burial rights, or over which they exercise any power or control.
- 7.21. No disinterment will 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 Schedule "A" of this bylaw.
- 7.22. For disinterments, the Town's responsibility will end at the point where the soil is sufficiently excavated to permit access to the body for removal by the attending Funeral Home.
- 7.23. Any disinterment of a casket burial or ashes burial where no permanent outer box was used will be double the disinterment fee as set forth in Schedule "A" of this bylaw.
- 7.24. The Town will not be responsible for the condition of cremated remains or the container of the cremated remains if a permanent outer box was not used at the time of interment.

8. MULTIPLE BURIALS IN LOTS:

- 8.1. No more than one body will be buried in a single grave except a parent and an infant when both are in the same casket/coffin.
- 8.2. Double depth lots will be those lots constructed to a depth which will accommodate two bodies in separate caskets at the same or different times in such a manner that one casket is placed immediately above the other and purchased specifically for this purpose on the opening for the

first casket burial at the lower depth. All double depth graves must be limited to a single ownership.

- 8.3. No cremation inurnments will be permitted in any traditional casket burial lot prior to any traditional casket burial.
- 8.4. A maximum of six (6) cremations will be permitted in any full sized lot after a traditional casket burial is already in that lot. A traditional casket burial cannot take place once the first cremation is placed in lot.
- 8.5. The placement of cremations in a lot must be as required by the Director of Public Works.
- 8.6. Multiple cremations in a single urn lot will be permitted only when all the ashes are in a single container of a maximum size of 2 feet X 2 feet x 2 feet.
- 8.7. Double cremations in a single niche in a Columbarium will be permitted, provided the ashes are in a container(s) of a size that fits in the Columbarium niche.

9. MONUMENTS:

- 9.1. The maximum width of monuments, monument foundations and bases will be determined by the number of lots the monument is intended to service. At no time may the monument exceed the combined total width of the lot(s).
- 9.2. The maximum length of a monument (including foundation) is two feet.
- 9.3. The minimum thickness of a monument (including foundation) is three inches.
- 9.4. Metal flat monuments must be set in/on a suitable concrete, granite or marble foundation protruding a minimum of three inches on all sides of the monument. A foundation installed as a border on a granite or marble monument must have a minimum of two inches surrounding all sides.
- 9.5. Additional flat monuments may be installed to identify the interment of cremated remains provided all the flat markers on the lot are poured and set in one continuous concrete pad. All flat monuments set in concrete must have a minimum of three inches of concrete on all sides of the monument.
- 9.6. Pillow monuments may or may not be set on a granite or marble base. If a granite or marble base is used, it must project not less than three inches on all sides of the pillow and be of a thickness not greater than eight inches and not less than three inches. All pillow monuments with or without marble or granite bases must be set on a concrete foundation projecting a minimum of three inches on all sides of the pillow. The foundation will be set to ground level.
- 9.7. Upright monuments may or may not be set on a granite or marble base. If a granite or marble base is used, it must project not less than three inches on all sides of the monument and be of a thickness not greater than eight inches and not less than three inches. All upright monuments with or without marble or granite bases must be set on a concrete foundation projecting a minimum of three inches on all sides of the monument. The foundation will be set to ground level.
- 9.8. Additional upright monuments may be installed on lots to identify the interment of cremated remains, provided, all monuments on the lot are set on one continuous foundation and a minimum of four inches clearance from the edge of the monuments to the edge of the foundation is maintained on all sides.
- 9.9. A bronze plaque must be purchased from the Town for installation on the Memorial Wall after payment of the appropriate fee as outlined in Schedule "A" of this bylaw and upon completion of a contract. The deceased person memorialised on a bronze plaque need not be interred in the Town Cemetery.
- 9.10. Bronze plaques must be two and one-eighth inches by seven inches.
- 9.11. Inscription on the Columbarium will be permitted only on the granite slab provided for the niche. Inscriptions must only contain name, year of birth and year of death of deceased person's cremated remains. Double inscriptions will be allowed on niche granite slab provided double inurnment is purchased. All fees relating to the Columbarium will be in accordance with Schedule "A" of this bylaw.
- 9.12. The CAO will issue a contract to each purchaser of the rights to memorialisation on the monument supplied by the Town. The Town-owned monument is for the purpose of memorialisation of an individual cremated remains whether or not the remains have been scattered in the cemetery or elsewhere. A record of the deceased will also be kept if the purchasers provide such information.

The rights for memorialisation on a Town-owned memorial must be purchased from the Town prior to the placement of a bronze plaque.

- 9.13. All costs of construction, erection and installation of any foundation, base, or monument must be borne by the person requiring the same, and any work in the Cemetery in connection therewith must be done by workmen approved by the Town, and before any such work is undertaken the fees as set forth in Schedule "A" to this Bylaw must be paid to the Town for the inspection of plans for the approval and the general supervision and control as aforesaid.
- 9.14. All persons who purchase burial rights in lots or columbarium niches, or the rights for memorialisation on a Town-owned monument in the cemetery will be responsible for compliance with this bylaw.
- 9.15. Where the original purchaser of a grave 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 placement of the monument.
- 9.16. No monument may be placed, altered or removed from any lot until the appropriate form is submitted to the Town, along with the fees as set out in Schedules "B" and "A" of this bylaw, and permission expressed in writing from the Town for the work.
- 9.17. The fees for permit to erect a monument as set forth in Schedule "A" to this Bylaw must be paid to the Town for the inspection of plans for the approval and the general supervision and control as aforesaid.
- 9.18. No monument may be placed over any lot except such as will meet the requirements of this bylaw and such placements may be made only after permission has been granted by the Town.
- 9.19. All earth, debris, litter, and rubbish arising or resulting from work done on any lot by or on behalf of the owner of the burial rights must be back filled, carefully cleaned up and removed from the cemetery by the said owner or his/her contractor or workmen.
- 9.20. All monument work is subject to review, inspection and approval of the Town.
- 9.21. All monuments must be constructed of granite, marble, or bronze.
- 9.22. All monuments must be installed facing onto the lot regardless of previous installations.
- 9.23. The Town will not be responsible for any errors regarding inscriptions when an error has resulted from information obtained over the telephone.
- 9.24. Crosses will only be permitted as approved by the Town.
- 9.25. All foundations and monuments must be confined within the boundaries of the respective lots, and all monuments must be placed in a manner as to maintain whenever possible, a proper alignment consistent with monuments on adjacent lots.
- 9.26. Only one monument may be placed upon a single standard lot.
- 9.27. Only flat monuments may be placed upon urn lots.
- 9.28. Only one monument may be placed for each space of the rights for memorialisation on Town-owned monuments and of materials described in this bylaw.
- 9.29. Monuments for niches on the Columbarium must be one single monument per niche.
- 9.30. The purchaser or his/her designate of the burial rights is liable and responsible for damages resulting from theft, vandalism or damage howsoever caused to monuments erected upon a lot, unless such damage is shown to be caused by the negligence of the Town or Town employees.
- 9.31. The Town accepts no responsibility for the maintenance of monuments due to normal wear or deterioration. Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered normal wear.
- 9.32. Vases must be constructed of non-breakable material and are to be affixed and make up part of the monument. Vases will not be placed on foundations.
- 9.33. 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 Town.

- 9.34. No tablet, monument, plaque, fence, coping, enclosure or structure will, except as provided, be removed by any person from any lot in the said Cemetery without the permission of the Town expressed in writing.

10. OPERATION AND MAINTENANCE:

10.1. Clearing of Debris:

10.1.1. All earth, debris, litter and rubbish arising or resulting from work done on any lot by or on behalf of the owner of the burial rights therein must forthwith be carefully cleaned up and removed from the Cemetery by the said owner or his/her contractor or workmen.

10.2. Dilapidated Graves:

10.2.1. The CAO will first endeavor to contact Next-of-Kin of the deceased. The CAO will post the notice of his/her intention to conduct maintenance in a conspicuous place in the Cemetery for a period of 30 days. At the expiration of that time and provided that the objectionable condition is not corrected by any other person, the CAO will have the right to remove fences, coping and other encumbrances and structure, including flat monuments heretofore or hereafter erected which by reason of neglect or age have in his/her opinion become objectionable.

10.2.2. Any notice required may be given by serving the owner personally with any such notice or by mailing such notice by registered mail at the Post Office in the Town in an envelope addressed to the owner at his last known place of residence, and any such notice so sent by registered mail will be deemed to have been received by the owner on the date following its mailing as aforesaid. The form and procedures in respect to giving notice under this Section will be in accordance with the Town Solicitor's recommendations.

10.3. Flowers, Trees, Shrubs and Plant Material:

10.3.1. No trees, plants, shrubs, flowers or any other thing intended for growth will be planted, seeded, grown or maintained on any lot in the Cemetery unless permission for the same is first obtained from the Town, and the Town may remove or prevent the placing of any stand, holder, vase, or other receptacle for flowers or plants which is deemed to be unsuitable for such purpose or unsightly in appearance.

10.3.2. If any trees, shrubs or plants growing or situated on any lot become, in any way, detrimental to adjacent lots, walks or driveways, or prejudicial to the general appearance of the Cemetery or dangerous or inconvenient to the public, the Town will have the right to enter upon the said lot and remove said trees, shrubs or plants or such parts thereof as may be considered detrimental, dangerous, inconvenient or objectionable.

10.3.3. No person will injure any tree, shrub or plant growing in the Cemetery, or pick or destroy any flower growing therein, or write upon, mark, scratch or deface any amenity, monument, plaque, cross, fence, gate, building or structure within or around the Cemetery.

10.3.4. The Town will not accept responsibility for lost or damaged floral arrangements under any circumstances.

10.3.5. No person will place artificial flowers or potted plants on any lot in the 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 grass. Arrangements or potted plants that are not totally contained in a permanent vase attached to a monument will be removed.

10.3.6. During the period May 1 to September 30 of each year, only fresh flowers in an unbreakable spike container will be permitted on any turf area of landscaped graves adjacent to the monument. The Town Cemetery Staff will remove the flowers during turf mowing operations, at which time they will be disposed of. The container will remain in place as long as only fresh flowers are placed in the container. Artificial flowers placed in the container will be disposed of along with the container.

10.3.7. Flowers, funeral designs or floral pieces will be permitted on the grave the day of the burial for a period of five calendar days. The Town will 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 5 days from date of service.

10.3.8. The Director of Public Works will have full authority for and will be responsible for maintaining order in the cemetery, and for removing from any lot, flowers, wreaths or funeral pieces or anything else that in his/her opinion makes the said lot untidy or unsightly.

10.3.9. Flowers, funeral designs or floral pieces may be placed only at the base of the Columbarium, unless placed in a vase on the Columbarium monument. Placements on the top of the Columbarium are prohibited.

10.3.10. No person will place or deposit a glass encased wreath or any stand, holder, vase, receptacle, jar, bottle or pot made of glass or other breakable material on any lot.

10.3.11. The Town reserves the right to plant all perennial flowers, shrubs and trees and to landscape or to carry out any improvements to the grounds.

10.3.12. No flowerbeds will be permitted on individual graves in the Cemetery.

10.3.13. Donations of plant material will be gratefully accepted. Placement is at the discretion of the Town.

10.4. General:

10.4.1. No fence, railing coping or any other enclosure structure of any kind other than a monument or plaque, which is in accordance with the provisions of this bylaw, will be erected or installed on any lot of the Cemetery.

10.4.2. No vault or similar structure may be erected, constructed or be placed in the Cemetery except such vaults as are totally buried and the highest point are at least 2 feet below the soil surface, and where the size is such as to fit grave excavations of a normal size in the Cemetery.

10.4.3. The Director of Public Works will have full authority for and will be responsible for maintaining order in the cemetery and for removing from anything that in his/her opinion makes the said lot untidy or unsightly.

10.4.4. The Town will remove from the cemetery or from any lot therein any tablet, monument, plaque, cross, fence, railing, coping, other enclosure, structure, thing, tree, shrub, plant, growing thing, or any inanimate object, which is within the Cemetery or in, upon or around any lot, that may have been placed without proper authority or permission as prescribed or required by any of the provisions of this bylaw, without notice to any interested person.

10.4.5. The Funeral Homes will be allowed to install their own high-line vaults.

10.4.6. No lot or grave will be raised above the level of the surrounding ground.

11. PUBLIC ACCESS:

11.1. Cemetery Hours:

11.1.1. No persons other than an employee of the Town will enter or remain in the Cemetery between sunset of one day, and sunrise of the day next following.

11.1.2. The Cemetery will be open to the Public between the hours of 8:00 a.m. and sunset or 9:00 p.m., whichever occurs first, every day of each year.

11.2. Animals:

11.2.1. No domestic animals will be brought into or permitted to be within the Cemetery except that pets may be carried in vehicles provided that they are not allowed out of the vehicle.

11.3. Firearms/Salutes:

11.3.1. Salutes involving the discharge of firearms will be permitted only for military funerals and provided that the Town is notified in advance. The Royal Canadian Mounted Police must approve any use of live ammunition.

11.4. Injury:

11.4.1. The Town will not be responsible for any injury resulting to any person who enters the cemetery.

11.5. Paths and Walkways:

11.5.1. All persons walking in the Cemetery will keep to the paths and walkways, and will not walk upon or across any lot except for maintenance operations.

11.6. Picnics and Parties:

11.6.1. No picnic or other parties or gatherings, except for funerals or some ceremony or observance permitted by the Town will be held or be allowed within the Cemetery and no person, without the permission of the Town will be or remain within the Cemetery during the hours of darkness in any day.

11.7. Vehicles:

11.7.1. No vehicle, carriage or conveyance will travel within the said Cemetery at a greater speed than 15 kilometers per hour. Travel must be on driveways wide enough and intended for vehicular travel.

11.7.2. The owner of any moving vehicle will be responsible for any damage done by such vehicle within the boundaries of the Cemetery.

11.7.3. The Town may prohibit the driving of vehicles in any part of a cemetery.

11.7.4. The Town may prohibit the driving of any vehicle in the cemetery when the roads are in an unfit condition.

11.7.5. The Town may specify times and conditions under which motor vehicles may be in the Cemetery and will have such regulations posted at the entrance.

12. PENALTIES:

12.1. A person who:

12.1.1. Willfully destroys, mutilates, defaces, injures or removes any monument, gravestone or other structure placed in the Cemetery, or any fence, railing or other work for protection or ornament of the Cemetery, or lot within the Cemetery, or

12.1.2. Willfully destroys, cuts, breaks or injures any tree, shrub or plant in the Cemetery, or

12.1.3. Plays at any game of sport in the Cemetery, or,

12.1.4. Discharges firearms in the Cemetery, except at a military funeral, or,

12.1.5. Willfully and unlawfully disturbs persons assembled for the purpose of burying a body in the Cemetery, or,

12.1.6. Commits a nuisance in the Cemetery,
is guilty of an offence as set forth in the Cemetery Act.

13. EFFECTIVE DATE AND READINGS:

- 13.1. Bylaws #958/92 and #995/94 are hereby repealed.
- 13.2. This bylaw will become effective upon the date of the final passing thereof.
- 13.3. Read a first time this 21st day of August, A.D., 2000.
- 13.4. Read a second time this 21st day of August, A.D., 2000.
- 13.5. Read a third time and finally passed this 21st day of August, A.D., 2000.

TOWN OF NANTON

CHIEF ELECTED OFFICIAL

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"
Fees

Section	Burial Rights:	
7.1	Lot & permit fee	300.00
7.1	Urn lot & permit fee	120.00
	Columbarium:	
9.11	Niche with single engraving (open and close included)	500.00
	Memorial Wall:	
9.9	Plaque & installation	175.00
	Services:	
7.7	Open & close for interment May 1 st to November 30 th – 9 foot depth (double depth)	300.00
7.7	Open & close for interment May 1 st to November 30 th – 6 foot depth (single depth)	200.00
7.7	Open & close for inurnment May 1 st to November 30 th - ashes	120.00
9.11	Engraving for second urn in Niche	250.00
7.10	Late funeral surcharge (after 4:00 p.m. arrival)	50.00
7.14	Weekend/Holiday surcharge	100.00
7.21	Disinterment with permanent outer box	Double regular fee
7.21	Disinterment without permanent outer box surcharge	200.00
6.4; 6.6	Change of burial rights	40.00
7.7	Winter months (December 1 st to April 30 th) open & close surcharge	200.00

Cemetery Contract for Services

Section A - Cemetery Location and Burial Information

Funeral Home: _____ Date of Order: _____
 Ordered By: _____ Date Order Received: _____
 Date Order Confirmed: _____

Location: _____
 Grave(s) Lot Plot Block Where

Type of Service: Ashes Burial Body Burial Pre-Need Exchange Transfer Plot
 Veteran Burial Service No. _____ Spouse Y / N Spouse Service No. _____

Type of Plot: New Purchase Existing Site _____
 Urn Columbarium Memorial Wall
 Single Depth Double Depth

Day and Date of Burial: _____ Arrival Time: _____

Type of Outer Liner: _____ Supplier: _____

Previous Burials: _____

Remarks/Special Instructions: _____

Section B - Deceased Information

Mr., Mrs., Ms., Miss _____
 Surname Given Name(s)

Last Address of Deceased: _____
 Box/Street City/Town Prov./Country

Date of Birth: _____ Date of Death: _____

Place of Birth: _____ Male _____ Female _____

Remarks: _____

Section C - Purchaser Details

Mr., Mrs., Ms., Miss _____
 Surname Given Name(s)

Address _____
 Box/Street Phone #
 City/Town Prov./Country Postal Code

The undersigned, as evidenced by his/her signature, hereby contracts with the Town of Nanton for the provision of the above cemetery services and agrees to pay all amounts specific in the contract and any further amounts payable pursuant to the Cemetery Bylaw, to the Town of Nanton, and is subject to all other provisions of the Cemetery Bylaw, as amended from time to time. The undersigned acknowledges and agrees to comply with the regulations governing the erection of monuments applicable to this location within the cemetery as set forth in the Cemetery Bylaw and agrees to assume all responsibility to maintain the monument or gives the Town the right to remove the same.

Signature: _____ Date Signed: _____

