

**TOWN OF FORT MACLEOD
PROVINCE OF ALBERTA
BYLAW NO. 1985**

UNION CEMETERY BYLAW

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**TOWN OF FORT MACLEOD
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UNION CEMETERY BYLAW

**BEING A BYLAW OF THE TOWN OF FORT MACLEOD, IN THE PROVINCE OF
ALBERTA, TO PROVIDE FOR THE CONTROL AND REGULATION OF THE UNION
CEMETERY**

A bylaw of the Town of Fort Macleod, in the Province of Alberta, to provide for the control and regulation of the Union Cemetery.

WHEREAS the Town of Fort Macleod owns and operates a cemetery on land, described as 3050 - 9th Avenue Fort Macleod, known as the Union Cemetery;

AND WHEREAS the Council of the Town of Fort Macleod deems it necessary to pass a bylaw respecting the operation of the Union Cemetery;

AND WHEREAS the *Municipal Government Act* authorizes a municipality to regulate services provided by, or on behalf of the municipality;

AND WHEREAS the *Cemeteries Act* requires a municipality, which owns and operates a cemetery within its boundaries, to operate and maintain the cemetery in accordance with the *Cemeteries Act* and any regulations passed thereunder;

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

PART I BYLAW TITLE

1. This bylaw shall be known as the Fort Macleod "Union Cemetery Bylaw".

PART II DEFINITIONS

1. In this bylaw, unless the context otherwise requires, the word, term or expression:
 - a) "Act" means the *Cemeteries Act*, as amended from time to time, and any regulations enacted thereunder.
 - b) "Adult" means any person seven (7) years of age or over.
 - c) "Block" means a subdivision within the Cemetery.

- d) "Bronze Plaque" is a memorial marker of bronze metal for installation on the Memorial Wall.
- e) "Burial" means the interment of human remains in an earth plot or cremated human remains in an earth plot or a Columbarium Niche or; the act of burying a deceased person; interment, inurnment.
- f) "Burial Rights" means the purchased rights of burial in plots or columbarium niches sold in accordance with the provisions set out in Schedule "B" of this Bylaw, the Contract for Services and the Pre-need Contract as set out by the Town.
- g) "Burial Permit" means a burial permit issued under the *Vital Statistics Act*.
- h) "CAO" means the Chief Administrative Officer of the Town of Fort Macleod or their delegate.
- i) "Caretaker" means an employee of the Town who has been assigned caretaker duties at the Cemetery.
- j) "Cemetery" means the land legally described as a ten-acre parcel being a portion within the Town 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 all of which are owned, operated and under the control of the Town of Fort Macleod Union Cemetery.
- k) "Cemetery Services" has the same meaning given to it in the *Cemeteries Act*.
- l) "Cemetery Supplies" has the same meaning given to it in the *Cemeteries Act*.
- m) "Child" means an individual over the age of one (1) year and under the age of seven (7) years.
- n) "Children Section" means that section of the Cemetery set aside for children six (6) years of age and under.
- o) "Clerk" means the Cemetery Clerk and shall include any person acting as their designate in carrying out the provisions of this Bylaw unless context otherwise requires.
- p) "Columbarium" means a permanent structure erected in the cemetery containing several niches for the placement of cremated human remains.
- q) "Continuous Concrete Foundation" means a strip of concrete used for the placement of monuments.
- r) "Contract" means the agreement made and signed between the purchaser of the burial rights in the cemetery, or their representative for any services requested to be done within the cemetery.
- s) "Coping" means a permanent structure covering the surface of a grave.

- t) "Council" means the elected Council of the Town of Fort Macleod.
- u) "Cremains" means the ashes of a dead human body or other human remains that have been cremated.
- v) "Cremation Plot" means a plot designated for the interment of cremated human remains.
- w) "Disinter" or "Disinterment" means the authorized removal of human remains, including cremains, from a closed or sealed pot or niche.
- x) "Disinterment Permit" means the permit issued by the Registrar of Vital Statistics authorizing disinterment.
- y) "Earth Burial" means the depositing of human remains or cremated human remains in the earth.
- z) "Field of Honour" means the area of the cemetery reserved for the burial of veterans.
- aa) "Footstone" means a flat monument that is placed flush with the surrounding turf at the foot of a grave for memorial purposes (also known as a flat marker).
- bb) "Foundation" means a permanent support providing a base for a monument.
- cc) "Grave" means a plot that has been opened for the purpose of the interment human remains or cremains.
- dd) "Holiday" means all general holidays proclaimed by the Town of Fort Macleod, the Province of Alberta or the Dominion of Canada.
- ee) "Indigent Person" means any unclaimed body, or body of a person without means, support, or known relatives requiring burial at the cemetery.
- ff) "Infant" means a person under the age of one (1) year.
- gg) "Interment" means the placing of dead human remains or cremains underground in the cemetery or placing cremains in a niche.
- hh) "Lot" means a subdivision within a Block within the Cemetery.
- ii) "Maintenance" means seeding of plots, 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 plots in neat condition and of good appearance, maintenance, columbarium, and Town owned memorialization structures, and such other work as may be directed by the Supervisor.
- jj) "Marker" means a memorial constructed of bronze, marble, granite, or other such other material as approved by the Supervisor, set flush and level with the ground at the foot of a grave for memorial purposes.

- kk) "Memorial" means all markers, monuments, and columbarium niche fronts, and any other form used to inscribe the names of individuals interred within the cemetery.
- ll) "Memorial Wall" means an object or structure within the cemetery upon which a bronze plaque may be placed.
- mm) "Monument" means an above-ground upright memorial placed or constructed on a designated monument plot, containing the memorial inscription.
- nn) "Monument Company" means all individuals, firms, partnerships and corporations, who manufacture, sell or install monuments in the regular course of business.
- oo) "Niche" means a recessed space in a columbarium used, or intended to be used, for the interment of cremains.
- pp) "Open and Close" means 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., and the levelling and reestablishing the grass on the grave.
- qq) "Peace Officer" means a bylaw enforcement officer appointed by the Town and includes members of the Royal Canadian Mounted Police.
- rr) "Permanent Outer Box" is a box constructed of concrete (or a Town approved material) 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.
- ss) "Perpetual Care" means the ongoing Maintenance of plots/graves, columbaria, and Town owned monuments. Perpetual Care does not include the care, maintenance, upkeep, repair 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.
- tt) "Plot" means a subdivision within a Lot, within a Block, within the Cemetery, to be used for the interment of human remains or cremated human remains.
- uu) "Pre-Need Contract" means a contract for the provision (purchase) of burial rights prior to the death of the person for whose benefit the contract is entered.
- vv) "Scatter Garden" means the area of the Union Cemetery designated for the scattering of cremains.
- ww) "Section" means a subdivision within the Cemetery which holds within the Block, Lot and Plot.
- xx) "Supervisor" means the individual, or their designate, appointed by the CAO who is responsible for overseeing the operations of the Cemetery and carrying out any act or function on behalf of the Town pertaining to the Cemetery.
- yy) "Town" means the Town of Fort Macleod, a municipal corporation.

- zz) "Vase" means a vessel intended to contain fresh or artificial flowers.
- aaa) "Vault" means 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.
- bbb) "Vehicle" has the same meaning as it has in the *Traffic Safety Act*, as amended from time to time.
- ccc) "Veteran" means a former member of Her Majesty's Armed Forces as determined by the *War Veterans Allowance Act* (Canada).
- ddd) "Veteran – NWMP/RCMP" means a former member of the North West Mounted Police or the Royal Canadian Mounted Police.
- eee) "Violation Ticket" has the meaning given to it in the *Provincial Offences Procedure Act*.

PART III ADMINISTRATION

A. SUPERVISOR RESPONSIBILITIES

- a. The Supervisor shall have control over all matters concerning the organization, operation, and management of the cemetery, including:
1. Preparing and maintaining all the records and files necessary for the proper administration, operation, and management of the cemetery;
 2. Overseeing the general maintenance of the cemetery;
 3. Reviewing, issuing, and administering contracts, applications, permits, and other documents relating to the cemetery;
 4. Authorizing an interment or disinterment;
 5. Coordinating, supervising, and directing the work of all employees, contractors, and suppliers relating to the cemetery; and
 6. Dividing the cemetery into blocks or sections, including imposing restrictions on the types and forms of memorials or other markers.

B. SUBDIVISION OF CEMETERY

- a. The Clerk reserves the right to designate sections within the Cemetery, and imposes restrictions, including the types and forms of monuments, memorials, plaques or other markers to be used; and once the first Plot in a Block has been sold, the designation shall not be changed without the approval of Town Council. Regulations governing size and construction of such monuments shall be found in Schedule "C".

- b. Those parts of the abovementioned areas of land not heretofore laid out and subdivided into Plots for burial purposes shall be suitably laid out from time to time by plans to be prepared under the supervision of the CAO.
- c. No person shall further subdivide or alter any Plot in any manner at variance with the subdivision of such plot as shown on the plans in the office of the CAO.

C. POWERS AND AUTHORITY OF THE TOWN

- a. The Town 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 Union Cemetery, and of all books, plans, records, and documents relating.
- b. The Town shall keep a permanent record of all sales, location description, and the name(s) of any person(s) buried in any Plot or Niche, together with the date of any such purchase and burial, and all information as required on the Cemetery Contract.
- c. The Town shall have charge of the said cemetery and of all persons employed therein, and of all works of whatsoever nature carried out therein and shall be charged with the duty of seeing that the said cemetery is kept in good order.
- d. Only persons under the authority of the Town shall open and close any grave for the burial of, or the removal of, a dead body or the ashes of a dead body.
- e. The Town 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.

PART IV BURIAL RIGHTS

A. BURIAL ALTERNATIVES

- a. Earth burial (Body/Ashes)
- b. Niche/Columbarium (Ashes interred aboveground)
- c. Scatter Garden (Ashes scattered)

B. MORATORIUM OF FULL CASKET SALES IN THE OLD CEMETERY

- a. Full casket sales in the old cemetery (Section A) are no longer allowed to ensure that unmarked graves are not unintentionally disturbed and because of the tree roots throughout the old section.

C. PRE-NEED SALES

- a. A contract for the reservation of burial rights in plots or niches, or the rights to memorialize on Town owned Monuments shall:
 - i. Be in writing, and
 - ii. Be signed by the purchaser (if possible) and the Clerk, and
 - iii. State the name of the salesperson and the name of the funeral home for who the salesperson is acting, and

- iv. Contain a clause of the right to cancel by the purchaser or Town as set forth in this Bylaw, and the notice shall be at least as prominent as the contents of the contract, and
 - v. A copy of the contract is received by the purchaser, by personal delivery or by email, or by mail within seven (7) days after the contract was signed by them.
- b. The contract for the purchase of burial rights in a Plot, or Niche, or the contract for the purpose of the rights for memorialization on a Town owned Monument, shall include Perpetual Care.
- c. All persons who purchase burial rights in the Cemetery shall be responsible for the cost thereof and for all charges incurred now and, in the future, as set forth in Schedule "B" in this Bylaw.
- d. The Clerk shall upon payment by any person of the full price of any Plot, Columbarium Niche or of memorialization rights for Town owned Monuments, issue to each purchaser or such person as otherwise designated by such purchaser, a copy of the contract.
- e. The owner of the burial rights of a Plot or Niche may authorize the use of such Plot or Niche for the interment of another person by submitting to the Clerk the name of the person to be interred and into which Plot or Niche. Such authorization must be in writing and signed by the owner of the Burial Rights.
- f. All persons who purchase burial rights in Plots or Niches, or the rights to memorialization on Town owned monuments in the cemetery shall be responsible for compliance with the regulations governing the erection of monuments applicable to that part of the cemetery in which the purchase is located as set forth in Schedule "C" of this Bylaw.
- g. No person shall accept any fee or reward for a burial or the resale of burial rights in a Plot 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. When a lot becomes vacant by removal of the body or bodies therein, the land may revert to the Town at the licensee's option and the Town may in such case rebate the original purchase price less a transfer fee. It shall 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 mis-descriptions of any burial space. The Town undertakes that it will attempt, insofar as is reasonably possible, to avoid such errors, but its liability shall only extend to refund in case of error, of any money paid to the Town for the burial rights in a Plot or Columbarium Niche, or the rights for memorialization on a Town owned monument, or the Town will undertake to make available equivalent quality of Plots or Niches, or space on a Town owned monument, in lieu of those originally allocated.

D. TERMINATION OR CANCELLATION OF BURIAL RIGHTS

- a. 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 thirty (30) days after receipt of a copy of the contract. If cancelled after 30 days payment shall 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.
- b. Upon receipt of an application and upon proof of ownership, the Town may redeem the burial rights in vacant graves and in columbarium niches, and the memorial rights to a Town owned Monument in the Cemetery; based on ninety (90%) percent

of the original purchase price or thirty-five (35%) percent of the current selling price, whichever is the greater amount.

- c. Where Goods & Services Tax (GST) was applicable to the original purchase price, it will be refunded based on the portion of the purchase price refunded.
- d. The owner, or their personal representative, of burial rights may sell their burial rights for a price which will not be greater than what is listed on the Schedule "B", or may transfer the burial rights to another individual. The Clerk upon receipt of an application and upon proof of ownership, and the inspection of the plot in the event there is a monument on or encroaching onto the plot at time of return, the plot owner will be responsible to have said monument moved prior to approval of transfer, and of payment of a transfer fee in accordance with Schedule "B", shall issue a new contract of ownership as required. The transfer of ownership must be registered with the Clerk.
- e. Proof of inheritance – when the owner of the burial rights in a Plot or Niche, or memorialization rights on the Memorial Wall dies and the 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.

E. EXCHANGE/TRANSFER OF BURIAL RIGHTS

- a. Upon application and subject to the Clerk's approval, Plots may be exchanged within the Cemetery. All plots are subject to inspection.
 - i. Owners of unused burial plots or columbarium niches, or the rights to memorialize 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 "B" of this Bylaw.
- b. All applications for exchange/transfer of burial Plots shall be subject to plot inspections, and in the event, there is a monument on or encroaching onto the Plot, the plot owner at the time of exchange shall be responsible to have said monument moved prior to approval of exchange being given.

F. PLOT SIZES

- a. As per Schedule "A".

G. DESTITUTE, UNCLAIMED, OR INDIGENT BODIES

- a. In accordance with the Cemetery Act, the Town shall be responsible for a portion of the costs related to burial and disposal of destitute, indigents or unclaimed bodies. In the case of transients (a person who does not have a fixed address in Alberta or intend to establish a permanent residence in Alberta), the Minister of Family and Social Services is responsible for all costs related to burial. Fees will be paid in accordance with the fee as set forth in Schedule "B" of this Bylaw and approved by the Clerk.

PART V BURIALS, INTERMENTS, INURNMENTS AND DISINTERMENTS

A. EARTH BURIALS

- a. No burial or disinterment shall take place in the Cemetery unless and until there shall have been produced and shown to the Clerk, the following documents:
 - i. 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.
 1. A burial permit is required when the fetus has completed twenty (20) weeks gestation or weighed five hundred (500) grams or more, prior to any disposition of the remains.
 2. A burial permit is not required for interments of a fetus of less than 20 weeks gestation.
 - ii. A completed contract for burial or disinterment acknowledging receipt of a payment in full of fees and charges, or approval of credit by the Clerk for work to be done at the expense of the Town and signed by the owner (or written/emailed confirmation), or their personal representative, of the burial rights.
- b. The owner of the burial rights or their personal representative, of a plot/niche may authorize the use of such plot/niche for the interment of a person by submitting to the Clerk the name of the person to be interred and into which plot/niche. Such authorization must be in writing and signed by the owner (or written/emailed confirmation), or their personal representative.
- c. The Clerk may request proof of purchase to identify the plot and/or prove the right to use the plot.
- d. If a child or adult grave is required to be opened, a minimum of two (2) business days prior to the time set for the interment shall be given to the Clerk during non-winter months and three (3) full business days of notice is required during winter months.
- e. The Town reserves the right to extend these timelines in case of inclement weather or other emergent situations where more time is required to prepare the burial site. The Town will notify the parties involved of the extra time required.
- f. The Town requires written/emailed confirmation of all burial arrangements made by telephone call.
- g. The Town accepts no responsibility for any error or misunderstanding that may arise from burial arrangements made by phone where there has been no written confirmation.
- h. It shall be a 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, insofar as is reasonably possible, to avoid such errors, but its liability shall only extend to refund in case of error, of any money paid to the Town for the burial rights in a plot or columbarium niche, or the rights for memorialization on a Town owned monument, or the Town will undertake to make available equivalent quality of plots or niches, or space on a Town owned monument, in lieu of those originally allocated.
- i. Any person signing a contract for interment or disinterment shall be responsible for the prepayment of all charges in connection with such service as set forth in Schedule "B" of this Bylaw.
- j. The Clerk shall upon payment by any person of the full price of the burial rights in any plot, columbarium niche, or of memorialization rights on a Town owned

monument, issue to each purchaser or such person as otherwise designated by such purchaser, a copy of the contract.

- k. Any child of a deceased interred in a plot is deemed to have authority to give permission for interment in that plot.
- l. All traditional casket burials of a person seven (7) years of age or older require the use of a permanent outer box or vault.
- m. The Town accepts no responsibility for a burial site not prepared due to the late arrival of a vault or concrete box.
- n. Funeral Directors must close the casket/coffin and fasten it securely before it is lowered into the ground.
- o. Burial or funeral services shall be permitted in the Cemetery on the weekend and on holidays as per approval by the Clerk. Charges for burials on these days will be per Schedule "B".
- p. The Clerk reserves the right to limit the number of burials within a working day, or assessing fees accordingly.
- q. All burials are to be made within the confines of the designed plots. There must be a minimum of twelve (12) inches of earth between remains buried in adjoining plots 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.
- r. The standard opening for cremation interments is 14 inches by 14 inches by 2 feet deep. If an urn is larger than this the Cemetery Clerk must be notified in order to make adjustments.
- s. No persons shall accept any fee or reward for a burial or the resale of burial rights in a plot 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
- t. For disinterment, 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.

B. MULTIPLE BURIALS IN PLOTS

- a) No more than one body shall be buried in a single grave except a parent and an infant when both are in the same casket coffin.
- b) The placement of cremains first in a casket plot changes the plot from a casket plot to a cremains plot. No casket placement is allowed after cremains placement up to a maximum of six (6).
- c) A maximum of six (6) cremations shall be permitted in any full-sized plot after a traditional casket burial is already in that plot.
- d) The placement of additional cremains shall be placed in a plot as permitted by the Clerk and be charged per Schedule "B".
- e) Multiple cremations in a columbarium shall be permitted when all the ashes are in a single container of a maximum size to fit in the Columbarium niche.
- f) Once cremains are placed, they cannot be disinterred to add additional cremains to the container. (Exemption for Columbarium see g) below)
- g) One set of additional cremains may be added to an existing urn in a columbarium niche with a surcharge being charged per Schedule "B" (Columbarium only).

C. VETERANS SECTION/FIELD OF HONOUR

- a) Upon application and confirmation of eligibility, a member of the Royal Canadian Legion shall be buried in the Veterans/Field of Honour section of the Cemetery.
- b) The Fort Macleod branch of the Royal Canadian Legion grants the burial rights in this section of the Cemetery.
- c) Notwithstanding other regulations in this Bylaw, the Fort Macleod branch of the Royal Canadian Legion is hereby delegated as the authority to establish policies and regulations for monuments in the Veterans section of the Cemetery.
- d) Monuments need to follow the Fort Macleod branch of the Royal Canadian Legion regulations.
- e) The Veterans section of the Cemetery is per Schedule "D" – Cemetery Maps.

D. VETERANS "NWMP & RCMP"

- a) Upon application and confirmation of eligibility, a member of the North West Mounted Police & the Royal Canadian Mounted Police shall be buried in the NWMP/RCMP Field of Honour section of the Cemetery.
- b) Only in circumstances where a grave in the NWMP/RCMP Field of Honour section has been used for burial of a veteran, either traditional casket burial or cremation burial, will it be permitted to inter the ashes of the spouse.
- c) The NWMP/RCMP section of the Cemetery is per Schedule "D" – Cemetery Maps.

E. HOLY CROSS CEMETERY

- a) Upon application and confirmation of eligibility, a member shall be buried in the Holy Cross section of the Cemetery.
- b) The Holy Cross section of the Cemetery is per Schedule "D" – Cemetery Maps.

F. SCATTER GARDEN

- a) Ashes must be scattered in the designated area (per Schedule "E").
- b) No burial permit is required to scatter ashes.
- c) Care must be taken to contain the ashes to the area (do not scatter in windy conditions).
- d) Memorialization is available by purchasing a plaque on the memorial wall (located in the scattering grounds).

PART VI MONUMENTS AND MARKERS

A. GENERAL

- a) The Clerk shall specify the type and form of monuments, memorials, plaques or other markers, as set for in Schedule "C", governing size and construction of such monuments and monument foundations and bases.
- b) The Clerk shall issue a contract to each purchaser of the rights to memorialization on the Memorial Wall supplied by the Town. A record of the deceased will also be kept if the purchasers provide such information. The rights for memorialization on a Town owned monument must be purchased from the Town prior to the placement of a bronze plaque.

- c) All costs of construction, erection installation, alteration and removal of any foundation, base, or monument shall be borne by the person requiring the same. Any work in the Cemetery in connection therewith shall require a permit and be approved by the Clerk before any such work is undertaken as per the fees set forth in Schedule "B" of this Bylaw and approved by the Clerk.
- d) All persons who purchase burial rights in plots or a columbarium niche, for memorialization on a Town owned monument in the Cemetery shall be responsible for compliance with the regulations governing erection of monuments applicable to that part of the Cemetery in which the purchase is located as set forth in Schedule "C" of this Bylaw.
- e) 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 resolutions regarding the placement of the monument.
- f) No monument may be placed, altered, or removed from any plot until permission expressed in writing from the Clerk for the work to be done has been received.
- g) In areas of the Cemetery where there is a continuous concrete foundation in place, monuments are restricted to a size that allows six (6) inches of exposed concrete around the entire limits of the memorial whether it is a smooth or rough surface.
- h) 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 six (6) 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. All pillow monuments with or without marble or granite bases must be set on a concrete foundation projecting a minimum of six (6) inches on all sides of the pillow. The foundation will be set to ground level.
- i) 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 six (6) 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. All upright monuments with or without marble or granite bases must be set on a concrete foundation projecting a minimum of six (6) inches on all sides of the monument. The foundation will be set to ground level.
- j) All earth, debris, litter and rubbish arising or resulting from work done on any plot 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 their contractor or workmen.
- k) All monuments must be constructed of granite, marble or bronze.
- l) All monuments shall be installed facing onto the plot regardless of previous installations.
- m) Statues are not permitted in the Cemetery on individual plots as part of a monument or as a monument.
- n) All foundations and monuments must be confined within the boundaries of the respective plots, and all monuments must be placed in a manner as to maintain whenever possible, a proper alignment consistent with monuments on adjacent plots.
- o) Full length grave covers shall not be allowed.
- p) Only one monument, upright or pillow, may be placed upon a single standard plot, except for up to six (6) flat markers on each plot for cremated remains. The flat markers are to be flush with the ground and the maximum allowable size will be dependent on the plot area limitations and must be approved by the Clerk.
- q) Only one monument may be placed for each space of the rights for memorialization on Town owned monuments. ie. Memorial Wall.

- r) The purchaser or their designate of the burial rights is liable and responsible for damages from theft, vandalism or damage, howsoever caused, to monuments erected upon a plot, unless such damage is shown to be caused by the negligence of the Town or Town employees.
- s) The Town accepts no responsibility for the maintenance of monuments due to normal wear or deterioration. Minor scraping of the base portion of the upright monuments due to the turf mowing operation is considered normal wear.
- t) Vases must be constructed of non-breakable material and are to be affixed and make up part of the monument. Vases shall not be placed on foundations.
- u) No tablet, monument, plaque, fence, coping, enclosure, or structure shall, except as provided, be removed by any person from any plot in the said Cemetery without the permission of the Clerk expressed in writing.
- v) Monuments are defined as per Schedule "C".

B. COLUMBARIUM

MEMORIALIZATION

- a) Any expenses to have the niche cover engraved shall be covered by the owner.
- b) The monument company meets with the client to obtain their requested information.
- c) The monument company completes the appropriate permit and contacts the Town if additional information is required.
- d) The monument company faxes/emails the permit request to the Town. The permit must be signed by the monument company and submitted to the Clerk for approval. The monument company will be notified by the Clerk once the permit has been approved.
- e) The Town requires notice of two (2) business days from the monument company when they plan to perform the work of the permit at the Cemetery.
- f) The removal or installation of the niche cover must be done by the monument company once approval has been given by the Clerk.
- g) The door of each unit will be used to engrave the desired memorial.
- h) Engraving is the only method to be used for memorialization.
- i) Any damage to a columbarium unit because of work performed by the engraver or their employee shall be repaired at the expense of the engraver within thirty (30) days and to the satisfaction of the Clerk.
- j) The Town will inspect the niche door after engraving to ensure no damage has occurred during the engraving process.
- k) Niches sold back to the Town once engraving has been started will be charged the current cost of a door replacement.
- l) One (1) inch of space must be left on all sides of the door's edges.
- m) Font and space sizes may range to accommodate the best fit of names, dates and memorialization.
- n) A proof of the engraving must be provided to, and approved by, the Clerk.
- o) Memorialization may include a language other than English.
- p) Vases or pictures may be placed on the door if it fits within the guidelines.
- q) Further personalization will be permitted as space permits.

C. MEMORIAL WALL – BRONZE PLAQUE

MEMORIALIZATION

- a) A bronze plaque may be placed on the Memorial Wall after a completed contract of purchase of space has been signed with the Town.
- b) All bronze plaques placed on the Memorial Wall must be installed by an approved monument company and carry a certificate of warranty as to alloy content being:
- c) Not less than 85 – 88% copper,
- d) Not less than 4.5 – 6% tin,
- e) Not less than 5 – 9% zinc,
- f) Not less than 2 – 5% lead,
- g) Not less than 1 -2% all other metals.
- h) The dimensions of the bronze plaque for the memorial wall must be constructed two (2) inches in height by ten (10) inches in width.

D. MEMORIAL BENCH/TREE PROGRAM

- a) The Town offers a memorial bench/tree program to memorialize loved ones.
- b) Donations of Town approved trees and standardized memorial benches are welcomed and will be placed within the Memorial Bench area at the Union Cemetery or at the Town's choice of location.

PART VII OPERATION AND MAINTENANCE

A. CLEARING OF DEBRIS

- a) All earth, debris, litter and rubbish arising or resulting from work done on any plot 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 their contractor or workmen as to the satisfaction of the Clerk.

B. DILAPIDATED GRAVES

- a) The Supervisor shall first endeavor to contact Next-of-Kin of the deceased, they shall post the notice of their intention 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 Supervisor shall 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 their opinion become objectionable.
- b) 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 their last known place of residence, and any such notice so sent by registered mail shall be deemed to have been received by the owner on the date following its mailing as aforesaid.

C. FLOWERS, TREES, SHRUBS AND PLANT MATERIAL

- a) Planting – No trees, plants, shrubs, flowers or any other thing intended for growth shall be planted, seeded, grown or maintained on any lot in the Cemetery unless permission for the same is first obtained from the Clerk. The Caretaker may remove or prevent

- the placing of any stand, holder, vase or other receptacle for flowers or plants which he deems to be unsuitable for such a purpose or unsightly in appearance.
- b) Removal of – If any trees, shrubs or plants growing or situated on any plot shall in the opinion of the Caretaker 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 Caretaker shall have the right to enter upon the said plot and remove said trees, shrubs or plants or such parts thereof as they may consider detrimental, dangerous, inconvenient or objectionable. An attempt will be made to notify the owner/family member of the plot prior to any work being done.
 - c) No person shall 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.
 - d) The Town will not accept responsibility for lost or damaged floral arrangements under any circumstances.
 - e) Fresh flowers are permitted on the plot year-round. Artificial flowers and potted plants are permitted but must be totally contained in a vase that is part of the permanent monument, and no part of the artificial flowers shall be in contact with the grass. Artificial flowers or potted plants that are not totally contained in a permanent vase attached to a monument will be removed.
 - f) The Caretaker shall have full authority for and shall be responsible for maintaining order in the cemeteries, and for removing flowers, wreaths or funeral pieces or anything else that in their opinion makes the said plot untidy or unsightly.
 - g) 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.
 - h) No person shall 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 plot.
 - i) 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.
 - j) No flowerbeds will be permitted on individual graves in the Cemetery.
 - k) Donations of plant material will be gratefully accepted. Placement is at the discretion of the Town.

D. GENERAL/MISCELLANEOUS

- a) No fence, railing, coping or any other enclosure structure of any kind than a monument or plaque, which is in accordance with the provisions of this Bylaw, shall be erected or installed at the Fort Macleod Union Cemetery.
- b) 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 is at least two (2) feet below the soil surface, and where the size is such as to fit grave excavations of a normal size in the Cemetery.
- c) The Caretaker shall have full authority for and shall be responsible for maintaining order in the cemeteries and for removing from anything that in their opinion makes the said plot untidy or unsightly.
- d) The Caretaker shall remove from the Cemetery or from any plot therein any monument, plaque, cross, fence, railing, coping, other enclosure, structure, thing, any tree, shrub, plant, growing thing, or any inanimate object, which is within the Cemetery or in, upon or around any plot, 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.

- e) The Funeral Homes shall be allowed to install their own high-line vaults if they provide an appropriate vault cart and appropriate lifting and lowering equipment, with the approval of the Clerk.
- f) No plot or grave shall be raised above the level of the surrounding ground.
- g) Workers shall cease work when a burial is taking place in the Cemetery.
- h) The only winter road maintenance within the Cemetery will be in the case of a funeral service.

PART VIII PUBLIC ACCESS

A. CEMETERY HOURS

- a) Cemetery Sales/Record Office: (Town Administration Building) 410 – 20th Street Fort Macleod 8:30 am to 4:30 pm Monday through Friday, closed weekends, and holidays.
- b) Cemetery Staff: 7:00 am to 4:00 pm Monday through Friday, excluding weekends and holidays.
- c) The Cemetery is open to the public year-round.
- d) No persons other than an employee under the direction of the CAO shall enter or remain in the Cemetery between sunset on one day and sunrise of the next day following.
- e) The Town reserves the right to restrict vehicular access at any time.

B. ANIMALS

- a) No animals shall 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.
- b) No animal shall be buried in the Fort Macleod Union Cemetery.

C. FIREARMS/SALUTES

Salutes involving the discharge of firearms will be permitted only for military funerals and provided that the Clerk is notified in advance. Any use of live ammunition must be approved by the RCMP detachment for the Town.

D. INJURY

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

E. PATHS AND WALKWAYS

All persons walking in the Cemetery shall keep to the paths and walkways and shall not walk upon or across any plot except for maintenance operations.

F. PICNICS, PARTIES – PROHIBITED

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

G. VEHICLES

- a) No vehicle, carriage or conveyance shall travel within the said Cemetery at a speed greater than fifteen (15) kilometers per hour. Travel must be on driveways wide enough and intended for vehicular travel.
- b) The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- c) The Caretaker may prohibit the driving of vehicles in any part of the Cemetery.
- d) The Caretaker may prohibit the driving of any vehicle in the Cemetery when the roads are in an unfit condition.
- e) The Caretaker may specify times and conditions under which motor vehicles may be in the Cemetery and shall have such regulations posted at the entrance.
- f) No recreational vehicle (such as all-terrain vehicles or snowmobiles) will be allowed to enter the Cemetery.

PART IX OFFENCES AND PENALTIES

A. OFFENCES AND PENALTIES

A person who contravenes any provision of this Bylaw is guilty of an offence.

B. PENALTIES

- a) A person who is guilty of an offence is liable for a fine in an amount not less than \$250.00 and not exceeding \$10,000.00.
- b) Under no circumstances shall a person contravening any provision of this Bylaw be subject to the penalty of imprisonment.

C. VIOLATION TICKET

- a) A Peace Officer is hereby authorized and empowered to issue a violation ticket pursuant to the Provincial Offences Procedure Act to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- b) If a violation ticket is issued in respect of an offence, the violation ticket may:
- c) Specify the fine amount established by this Bylaw for the offence; or
- d) Require a person to appear in court without the alternative of making a voluntary payment.

D. VOLUNTARY PAYMENT

- a) A person who commits an offence may:
- b) If a violation ticket is issued in respect of the offence; and
- c) If the violation ticket specifies the fine amount established by this Bylaw for the offence;

- d) Make a voluntary payment by submitting to a supervisor of the provincial court, on or before the initial appearance date indicated on the violation ticket, the specified penalty set out on the violation ticket.

PART X BYLAW SCHEDULES

Schedules "A" – "D" attached hereto form part of this Bylaw.

PASSAGE OF THE BYLAW


- i. Bylaw No. 1878 and all amendments thereto (Bylaw No. 1942, 1957) are hereby repealed.
- ii. This Bylaw shall come into effect upon passage of third reading.

READ a First time this 9th day of September 2024.

READ a Second time this 9th day of September 2024.

READ a Third time this 9th day of September 2024.

SIGNED AND PASSED this 9th day of September 2024 .


MAYOR


CHIEF ADMINISTRATIVE OFFICER

Schedule "A" To Bylaw # 1985 Plot Sizes

TYPE OF PLOT (Sections A-C)	SIZE
Single Depth Plot	5' by 10'
Cremation Plot (Section C1, C2 + C3 only)	4' by 4'
Child's Section Plot	40" by 6'
Columbarium Niche (all units)	10" w by 10" h by 10" d

ALL MONUMENTS IN SECTIONS K + L MUST BE PLACED ON CONCRETE RIBBONS.
No foundation is required, but monuments must be secured to concrete ribbon.

LOT 1

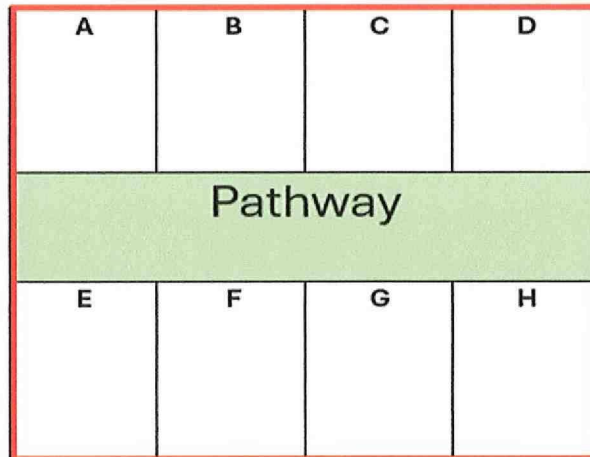
SECTION K
Cremation Plots



4 Cremains Plots
Each Plot is 2 x 2 Feet

2 Cremains Plots
Each Plot is 2 x 2 Feet

SECTION L
Casket Plots



Full Casket Plots
5 x 10 Feet
(2 Feet for Monument)

LOT 1

Schedule "B" To Bylaw # 1985 Fees and Charges

	2025	2026	2027	2028	2029
BURIAL RIGHTS					
CASKET (FULL)	996	1,016	1,036	1,057	1,078
CREMAINS (OLDER SECTIONS)	304	310	316	322	329
CREMAINS (SINGLE SPACE EXPANSION)	150	153	156	159	162
CREMAINS (2 SPACE EXPANSION)	304	310	316	322	329
CREMAINS (4 SPACE EXPANSION)	486	496	505	516	526
CHILD	395	403	411	419	427
NICHE	729	743	758	773	789
INTERMENT FEES					
CASKET (FULL)	789	805	821	838	854
CREMAINS	243	248	253	258	263
CHILD	425	434	442	451	460
NICHE	103	105	107	110	112
SURCHARGE FOR ADDITIONAL CREMAINS	121	124	126	129	131
WEEKEND/HOLIDAY/AFTER HOURS INTERMENT FEES					
CASKET	1,063	1,084	1,106	1,128	1,150
CREMAINS	395	403	411	419	427
CHILD	N/A	N/A	N/A	N/A	N/A
DISINTERMENT FEES					
CASKET (FULL)	1,579	1,610	1,643	1,675	1,709
CREMAINS	486	496	505	516	526
CHILD	850	867	884	902	920
NICHE (INCLUDES DOOR REPLACEMENT)	911	929	948	967	986
OTHER FEES					
MONUMENT PERMIT	N/C	N/C	N/C	N/C	N/C
TRANSFER OF BURIAL RIGHTS	61	62	63	64	66
MEMORIALIZATION ON MEMORIAL WALL (2" by 10" space only - plaque cost paid by purchaser to monument company)	121	124	126	129	131
MONUMENT COMPLIANCE INSPECTION	N/C	N/C	N/C	N/C	N/C
PERPETUAL CARE	N/C	N/C	N/C	N/C	N/C
GST IS ADDED TO ALL PRICES LISTED.					

Schedule "C" To Bylaw # 1985 Monument Definitions

DEFINITIONS

"Length" means the measurement of the monument as it would face the plot measured from left to right.

"Height" means the measurement of the monument from the concrete foundation to the highest portion of the top of the monument.

"Width" means the measurement of the monument as it would face the plot measured from the head of the plot towards the foot of the plot.

FLAT MONUMENTS/FOOTSTONE MARKERS

The top of a flat monument must be aligned with the level of the ground in which it is set. Metal flat markers must be set in/on a suitable foundation. A flat monument must be placed in a concrete foundation with at least six (6) inches of concrete surrounding the perimeter of the monument or be a part of a complete marker where at least six (6) inches of granite around the perimeter is unmarked.

Maximum Size of Flat Monuments/Footstone Markers

	Length	Width
Single Headstone	42"	18"
Double & Multiple Headstone	60"	18"
Child Headstone	20"	12"
Single Footstone	24"	14"

PILLOW MONUMENTS

The top of a pillow monument (including base if applicable) must not be more than sixteen (16) inches measured vertically from the foundation and inscribed with such lettering and/or artwork as may be desired by the licensee of the burial/internment rights. A pillow monument may or may not be set on a granite or marble base, but must be set on a foundation projecting six (6) inches on all sides of the pillow or base. A pillow monument must be placed only at the head of the lot.

Maximum Size of Pillow Monuments (including rough edge)

	Length	Width	Height
Single	42"	30"	16"
Double or Multiples	60"	30"	16"
Child	30"	18"	16"

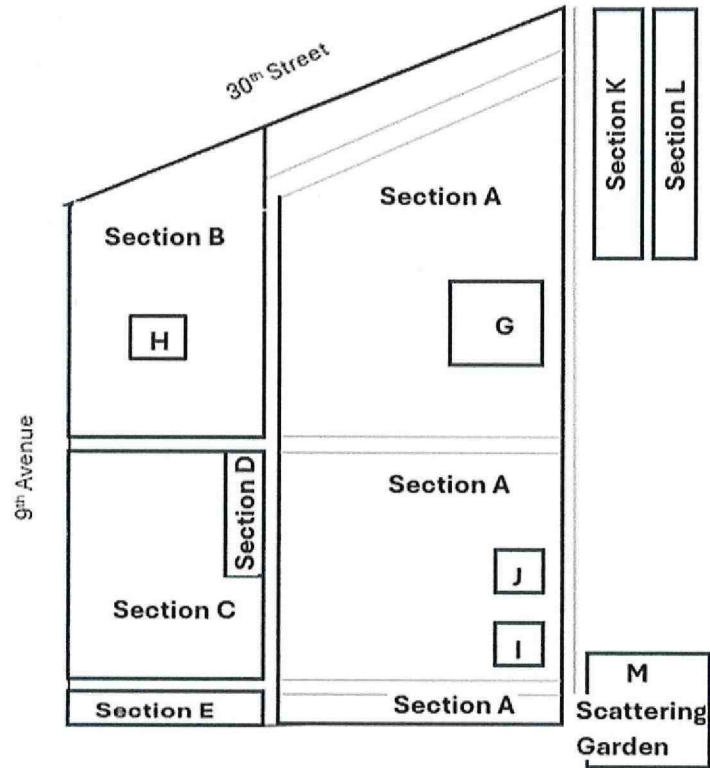
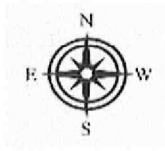
UPRIGHT MONUMENTS

An upright monument must not be more than thirty-six (36) inches measured vertically from the foundation. An upright memorial must be placed only at the head of the lot. An upright monument may or may not be set on a granite or marble base. If a granite or marble base is used, the foundation will project not less than six (6) inches on each side of the base. No portion of an upright monument shall protrude beyond six (6) inches inside the outer limits of the foundation. The width of an upright monument must be relative to the height at a rate of two (2) inches thickness per foot of height. (ie. 2" in width/1" in height; 8" in width/4" in height).

Maximum Size of Upright Monuments (including rough edge)

	Length	Width	Height
Single	42"	20"	36"
Double or Multiples	60"	20"	36"
Child	30"	18"	36"

Schedule "D" To Bylaw # 1985 Cemetery Maps Fort Macleod Union Cemetery



Holy
Cross

LEGEND

- A) Older Section A
- B) Older Section B
- C) Older Section C
- D) Cremation Section Part of Section C
- E) Children's Section
- F) Holy Cross Cemetery Section
- G) Historic NWMP Section
- H) Field Of Honour #1
- I) Field Of Honour # 2
- J) Field Of Honour # 3
- K) Cremains Expansion (2018)
- L) Casket Expansion (2018)
- M) Scattering Garden (2023)

**Council Resolutions
Regular Council Meeting**

Agenda Number: I.1.
Resolution Number R.2024.191
Title: Bylaw 1985: Union Cemetery
Date: Monday, September 9, 2024



Moved by: Councillor Wolstenholme
That Bylaw 1985, known as the Union Cemetery Bylaw, being a bylaw of the Town of Fort Macleod in the Province of Alberta to provide for the control and regulation of the Union Cemetery, is hereby given third reading and finally declared passed.

CARRIED

**Council Resolutions
Regular Council Meeting**

Agenda Number: I.1.
Resolution Number R.2024.190
Title: Bylaw 1985: Union Cemetery
Date: Monday, September 9, 2024



Moved by: Councillor Fox

That Council proceed to the third reading for Bylaw 1985, known as the Union Cemetery Bylaw, being a bylaw of the Town of Fort Macleod in the Province of Alberta to provide for the control and regulation of the Union Cemetery.

UNANIMOUSLY CARRIED

**Council Resolutions
Regular Council Meeting**

Agenda Number: I.1.
Resolution Number R.2024.189
Title: Bylaw 1985: Union Cemetery
Date: Monday, September 9, 2024



Moved by: Councillor Hengerer
That Bylaw 1985, known as the Union Cemetery Bylaw, being a bylaw of the Town of Fort Macleod in the Province of Alberta to provide for the control and regulation of the Union Cemetery, is hereby given a second reading.

CARRIED

**Council Resolutions
Regular Council Meeting**

Agenda Number: I.1.
Resolution Number R.2024.184
Title: Bylaw 1985: Union Cemetery
Date: Monday, September 9, 2024



Moved by: Councillor Poytress
That Bylaw 1985, known as the Union Cemetery Bylaw, being a bylaw of the Town of Fort Macleod in the Province of Alberta to provide for the control and regulation of the Union Cemetery, is hereby given first reading.

CARRIED