

TOWN OF LAMONT
BYLAW 05/22



BEING A BYLAW OF THE TOWN OF LAMONT IN THE PROVINCE OF ALBERTA, TO REGULATE THE USE OF THE MUNICIPAL CEMETERY

WHEREAS, *The Cemeteries Act*, R.S.A. 2000, C-3 as amended, and the regulations permit a municipality to own and operate cemeteries within its boundaries;

AND WHEREAS, The Town of Lamont is the owner and operator of the Municipal Cemetery; and

NOW THEREFORE, the Council of the Town of Lamont, hereby enacts as follows:

1. BYLAW TITLE:

- a. This Bylaw is known as "Municipal Cemetery Bylaw".

2. DEFINITIONS:

For the purposes of this Bylaw:

- a. "Agent" shall mean a person who has received, usually by appointment, the power to act on behalf of another. This may include a funeral director acting in such capacity:
- b. "Caretaker" shall mean the person placed in charge of maintenance of the cemetery as assigned by the Manager.
- c. "Cemetery" shall mean land that is set apart or used as a place for burial of deceased human bodies or other human remains, or in which deceased human remains as buried.
- d. "Cemetery Plot" shall mean a grave for the placement of deceased human bodies or other human remains or the ashes of deceased human remains.
- e. "Council" means the Council of the Town of Lamont.
- f. "Cremated Remains" shall mean deceased human bodies or other human remains, that have undergone the cremation process.
- g. "Disinterment" means the removal of the deceased human remains along with the casket or container, or any remaining portion of the casket or container holding the deceased human remains, from the Grave in which they had been interred.
- h. "Flowering Ornamental" shall mean any perennial, annual, biannual flowering plant.
- i. "Grave Cover" shall mean a slab, typically made of granite or cement, which covers the grave and is placed in front of the marker.
- j. "Indigent" shall mean a person without means, support or known relatives requiring burial at the cemetery.
- k. "Interment" shall mean a ceremonial service of burial of deceased human bodies or cremated remains, the lowering of the casket, containing the deceased

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human body or remains, or cremation urn containing the ashes of cremated deceased human bodies or remains, and required time for the bereaved to leave the grave site until closing of the grave can commence.

- l. "Location" SE-18-55-19 W4 (Hwy 831 Park Road).
- m. "Monument" shall mean any permanent memorial projecting above ground installed within the designated space and used to mark the location.
- n. "Monument Foundation" shall mean a concrete foundation provided by a monument company for the purpose of securely placing a monument on it.
- o. "Opening and Closing" shall mean the excavation of a grave to the required depth and size, the placement of a vault, backfilling of the grave, leveling and removal of any excess dirt.
- p. "Permanent Marker" shall mean any permanent memorial structure that is set flush and level with the ground within the designate space and used to mark the location of a burial or plot.
- q. "Perpetual Care" means the basic maintenance of Cemetery and of all Plots, and shall include leveling of the ground, grass trimming, pest control and landscaping. Specific care to the Markers or Monuments and Plots beyond these services shall be the sole responsibility of the family, friends or agent of the deceased.
- r. "Rubbish" shall mean boxes, papers, weeds, flowers or plants, wreaths, receptacles, toys or memorabilia and any other material.
- s. "Temporary Marker" shall mean a marker, generally supplied by funeral homes, made of either plastic or metal and staked into the ground for an allowable period.
- t. "Town" means the Town of Lamont.
- u. "Town Manager" means the CAO or designate.
- v. "Vault" shall mean a concrete, metal or fibreglass outer burial container to enclose a casket or cremation urn.
- w. "Woody Ornamental" shall mean any tree, shrubs, creepers and climbers.

3. APPLICATION

- a. The CAO or designate shall be responsible for overseeing the cemetery operations in accordance with this Bylaw, the Cemeteries Act, and any regulations.

4. GENERAL

- a. The Town shall have the authority/responsibility to remove any weeds, grass, artificial ornaments, or flowering ornamentals which may have become wilted, or, any other article or thing which is, in the Town's opinion, unsightly.
- b. While the temporary placement of artificial ornaments on plots is permissible these items will be removed and disposed of as part of the regular maintenance performed at the Cemetery.

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- c. If, in the opinion of the Town, any Woody Ornamental situated on or about the Cemetery shall become, by means of their roots or branches, prejudicial to the general appearance of the ground, dangerous, or inconvenient to the public, the Town shall have the right to remove such ornamentals, or any parts thereof.
- d. Fences, railings, walls, hedges, Woody Ornamentals, Flowering Ornamentals, or any other article or thing which in the Town's opinion is not in keeping with the dignity and decorum of the Cemetery, in on, or around the Plots are prohibited; provided that such ornamentation was not installed prior to the adoption of this bylaw.
- e. Any items removed under this section 3a, 3b, 3c or 3d of this Bylaw, will be done so without notice or warning.
- f. Anyone desiring to hold a memorial service shall give the Town at least (3) business days notice of their intention to do so.
- g. No person shall destroy, damage, deface or write upon any structure or object in the Cemetery.
- h. Cremated Remains shall not be scattered on any property owned by or under the control of the Town and located within Town limits.
- i. Plots in the Cemetery are made available to applicants by way of purchase from the Town for use of burial and are exempt from the *Land Titles Act*.
- j. The Town shall make cemetery plots available for burial of unclaimed bodies, bodies of destitute or indigent persons and Veterans at a charge of 50% of the current price for burial plot as per the *Cemeteries Act 12(1), (3) a and 13*.
- k. No plots shall be used for any purpose other than as burial grounds for deceased human bodies or Cremated Remains of deceased human bodies.
- l. No person other than an employee of the Town, or the owner of a plot or their agent, shall be permitted to care for any plot in the Cemetery.
- m. The top of plots or graves shall be kept level with the surrounding ground.
- n. Concrete liners or vaults are a mandatory requirement for all casket burials; the Town is not responsible for the provision of either item.
- o. Cremated Remains must be contained in an urn or urn box, of a size necessary to fit inside the plot; the Town is not responsible for the provision of either item.
- p. The Town will take all reasonable precautions to protect the property within the Cemetery, but assumes no liability, nor responsibility, for loss of or damage to any Monument, marker or part thereof, or any other article of any type that may be placed on a plot, or to a plot itself. It is the owner's responsibility to investigate, with an insurance agent, possible insurance coverage.
- q. No motorized sled, all-terrain vehicle, or horse shall be allowed in the Cemetery, except when it is part of a funeral procession.
- r. The owner of any moving vehicle shall be responsible for any damage done by such vehicle within the boundaries of the Cemetery.
- s. The Town, its agents or employees shall not be responsible for any injury resulting to any person who enters the Cemetery.

- t. The Town of Lamont Cemetery is non-denominational.

5. PLOT PROCUREMENT

- a. Plots in the Cemetery shall be sold by the Town as per Schedule "A", and must be paid in full prior to any Interment taking place.
- b. Plots may be reserved in the Cemetery by paying in full in advance.
- c. The hiring of and opening and closing costs of a grave is the sole responsibility of the plot owner or agent.
- d. One (1) individual may pre-purchase a maximum of four (4) plots at anyone (1) time.
- e. The Council may from time to time, by way of resolution, amend the fees and charges for the Cemetery plots as shown in Fees and Charges Bylaw.
- f. Plots shall not be resold, transferred or disposed of in any manner, except by transfer back to the Town at purchase price of 75% of the current price.
- g. It is a condition of sale of every burial plot that the Town has the right to reclaim all unused burial plots after twenty (20) years has expired in accordance with the *Cemeteries Act C-3*.
- h. The Town is not obliged to provide maintenance or responsible to damage that can occur to the grounds and/or difficulties of the freeze/thaw seasons, flood or acts of mother nature. The Town reserves the right to alter the commencement and elimination of the maintenance period for whatever reason.

6. INTERMENTS & DISINTERMENT

- a. The Burial Permit or Certificate of Cremation issued by the proper officer of the Government of the Province of Alberta must be supplied to the Town prior to Interment.
- b. The Funeral Director, or person officiating at the Interment, shall be responsible for the supply and placement of cemetery supplies and artificial ornaments around the plots.
- c. Any person signing an order for Interment will be held responsible for all charges in connection with such Interment and for compliance with the regulations governing the placement of monuments, placements of Markers, applicable to the part of the Cemetery in which the Interment is made.
- d. The owner of the plot, or the person instructing the person to open the grave, shall give complete and precise instructions regarding the size and location of the grave, and the Town shall not be responsible for any errors resulting from the lack of proper instruction.
- e. No grave for Interment of human remains shall be less than four (4) feet between the top of the casket and the surface of the ground surrounding the grave.
- f. No grave for the interment of Cremated remains shall be less than twenty-four (24) inches between the top of the container and the surface of the ground surrounding the grave.

- g. Cremated Remains may be interred in a plot, or in the same plot with a body, or in a plot with other Cremated remains. A maximum of three (3) Cremated remains may be interred in the same plot as a body, provided that the Interment of the Cremated remains succeeds the Interment of the body. A maximum of three (3) Cremated remains may be interred in one plot; fees for the Interment of each shall be charged out in accordance with Fees and Charges Bylaw.
- h. Where the placement of previously interred Cremated Remains restricts the availability for future Interments to less than the maximum number permitted, the Town shall have the final say as to the number of Cremated remains that may be interred in a plot.
- i. The placement of interred Cremated Remains within each plot will be successive by Interment date, starting at the upper most available quarter of the plot and moving sequentially down to the final quarter of the plot.
- j. Scattering of ashes is not permitted in any portion of the Cemetery.
- k. The body of a person shall not be interred in the same grave in which a body is already interred.
- l. No Interment shall take place in any plot of the Cemetery on which there are unpaid charges due and payable to the Town.
- m. A Temporary Marker must be installed immediately upon Interment.
- n. Disinterment of human remains, or Cremated remains shall not take place until all proper permits for Disinterment is issued by the Provincial Director of Vital Statistics and delivered to the Town.
- o. Opening and Closing activities, for the purpose of disinterring human remains, may be made only by persons authorized to do so by the Town. No person or persons not under the supervision of the Town shall open or close any grave.
- p. When a plot becomes vacant as a result of Disinterment, the plot may revert to the Town at the owner's option, but no refund of the original purchase price will be granted.

7. MONUMENTS OR MARKERS

- a. All Monuments or markers must be either flat and not exceeding ground level or have a flat foundation at ground level allowing for at least five inches around the marker base.
- b. Permanent Markers must be installed at a minimum depth of 7.6 cm (3 in) but cannot extend above ground level and cannot exceed 0.91 m wide (3 ft) by 0.61 m (2 ft) in length. Permanent Markers with attached vases are permissible provided such vases are located a minimum of two (2) inches from the edge of the marker so it does not interfere with the maintenance of the plot.
- c. Monuments must be placed on a concrete foundation strong enough to support the Monument and cannot extend above ground level. The Monument must be centered on the foundation and properly secured to prohibit any movement of any sort. Installment of sort is usually done by a monument company.
- d. A Permanent Marker or Monument shall be installed within one (1) year from the burial.

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- e. When Cremated Remains are placed in a plot where a body has been interred, Permanent Markers must be placed sequentially below the first Marker and directly over top of the burial position of the Cremated Remains not extending above ground level.
- f. When up to three (3) Cremated Remains are placed in a plot, Permanent Markers must be placed sequentially below the first Marker and directly over top of the burial position of the Cremated Remains.
- g. All persons placing Permanent Markers or Monuments shall ensure that the surrounding areas are left in the same condition as found.
- h. No work shall be carried out upon any Marker, nor shall any Marker be removed from any grave or plot, without permission from the Town.
- i. No Permanent Marker or Monument shall be placed on any plot prior to the Interment of human remains unless it is a double plot and one of the persons is already interred in the plot.
- j. No grave covers are allowed in any portion of the Cemetery except to match an existing grave cover on an adjacent plot of a spouse or family member; or they were installed prior to the adoption of this bylaw.

8. PENALTY

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

9. SEVERABILITY

- a. If any portion of this Bylaw is declared invalid by a court of competent jurisdiction, the invalid portion shall be severed, and the remainder of the Bylaw is deemed valid.

10. TRANSITIONAL

- a. That Bylaw 319/76 is hereby repealed.

11. EFFECTIVE DATE

- a. That this Bylaw shall come into force and take effect upon the date of third reading and is duly signed.

READ A FIRST TIME THIS 23 DAY OF August, 2022

READ A SECOND TIME THIS 23 DAY OF August, 2022

READ A THIRD TIME AND PASSED THIS 23 DAY OF August, 2022



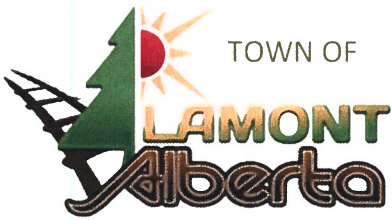
Mayor



Chief Administrative Officer

Aug. 30/22

Date Signed



TOWN OF

LAMONT
Alberta

Order Number: _____

www.lamont.ca
P.O. BOX 330 LAMONT, ALBERTA T0B 2R0
Ph: 780-895-2010 Fax: 780-895-2595
email: general@lamont.ca

Schedule "A"
Town of Lamont Cemetery Plot Purchase Agreement

PLOT	
Section	
Plot	

Purchase Agreement details:

1. The undersigned agrees to purchase the above Plot in the above location.
2. Full purchase price of the Plot and Perpetual Care Fee as set out in the Fees & Charges Bylaw is due immediately to the Town of Lamont upon signing this agreement.
3. The undersigned agrees that this agreement will be held for a maximum of 20 years. If no contact can be made with the undersigned after the maximum holding period has elapsed, then the Town has the right to resell the deed to another person without refunding the original purchase price. It is a condition of sale of every burial Plot that the Town has the right to reclaim all unused burial Plots after twenty (20) years has expired in accordance with Cemetery Act C-3.
4. The undersigned may cancel this agreement at any time and for any reason; only cancellation occurring within 30 days of the date of the agreement and approved by the Town can be done without charge or penalty.
5. Upon cancellation of this agreement, the undersigned will receive a full refund within fifteen (15) business days; unless cancellation occurs as a result of the expiration of the maximum holding period or the 30 days has passed, where no refund will be granted.
6. Notice of cancellation must be given in writing and delivered to the address shown on the contract by registered mail, fax, courier or by personal delivery to the Town Office.
7. The Plots shall not be resold, transferred, or disposed of in any manner, except by transfer back to the Town at purchase price of 75% of the current price.
8. The hiring of and opening and closing costs of a plot is the sole responsibility of the plot owner or agent.
9. The undersigned agrees that all the provisions of the Town of Lamont Cemetery Bylaw, as amended from time to time, shall be deemed to be included as terms and conditions of this agreement.

