

BYLAW #3252

Cemetery Bylaw

A bylaw of the County of Grande Prairie No. 1 in the Province of Alberta to regulate and control the operation of the Cemeteries on County of Grande Prairie owned land, pursuant to the Cemeteries Act.

WHEREAS: pursuant to the Cemeteries Act, RSA 2000, C3, provides the authority for municipalities to pass bylaws to regulate and control the operation of cemeteries.

WHEREAS: pursuant to the Municipal Government Act, RSA 2000, c. M-26 and amendments thereto Council may pass bylaws for municipal purposes respecting services provided by the municipality.

WHEREAS: the County of Grande Prairie deems it necessary to establish rules and regulations for the management, maintenance, and operation of Cemeteries on its land.

WHEREAS: The County of Grande Prairie No.1 is recognized as the Owner of cemeteries as defined under the Cemeteries Act, RSA 2000, C3.

NOW THEREFORE, under the authority of the Municipal Government Act, the Council of the County of Grande Prairie No. 1, in the Province of Alberta, hereby enacts as follows:

INTERPRETATION

1. This Bylaw shall be cited as the "Cemetery Bylaw".
2. Headings in this Bylaw are for reference purposes only.
3. Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
4. Words in the singular shall include the plural or vice versa whenever the context so requires.

DEFINITIONS

5. In this Bylaw:
 - 5.1 "Act" means the Cemeteries Act (Alberta).
 - 5.2 "ASB" means the Agricultural Service Board constituted pursuant to the Agricultural Services Board Act. Section 2 of the Act assigns duties to ASBs.
 - 5.3 "Block" means an area in the Cemetery of more than one Lot.
 - 5.4 "Casket" means a box or chest to be used for the interment of human remains.
 - 5.5 "CAO" also known as "County Manager" or "Chief Administrative Officer" means the person, or delegate appointed by Council to the position of Chief Administrative Officer under the Municipal Government Act for the County.

- 5.6 "Cemetery" means land set aside to be used for the interment of human remains and includes a mausoleum, columbarium or other structure for the interment of human remains. These refer to any Cemetery that sits on land owned by the Corporation of the County of Grande Prairie No. 1.
- 5.7 "Cemetery Certificate" means a hard copy receipt for the purchase of Interment Rights in a particular Lot or Columbarium Niche, issued by the Operator to the Purchaser.
- 5.8 "Cemetery Operating Agreement" means a document between Designated Cemetery Operator and the County that outlines expectations for operations.
- 5.9 "Contractor" means a private company that produces and supplies goods or services under contract for the County of Grande Prairie No. 1. or the designated Cemetery Operator.
- 5.10 "County" means the municipality of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.
- 5.11 "Designate" means the Director of Recreation and Culture or Designated Operator as appointed by the County Manager, who is responsible for overseeing operations of the Cemetery.
- 5.12 "Designated Operator" also known as Cemetery Operator, the organization that controls and manages the cemetery on behalf of the County of Grande Prairie via a Cemetery Operating Agreement.
- 5.13 "Disinter" means removal of human remains, including cremated remains, from a closed Lot or Columbarium Niche— in accordance with Vital Statistics Act (Section 11).
- 5.14 "Disposition Permit" document that outlines how human remains will be disposed of also known as a Burial Permit.
- 5.15 "Interment" means the burial or placement of human remains or cremated remains into a Lot or Columbarium Niche.
- 5.16 "Interment Rights" means the right to direct the Interment of human remains or cremated human remains in a Lot or Columbarium Niche and direct the associated memorialization.
- 5.17 "Lot" means a numbered portion of land, in the Cemetery, shown on the Cemetery map, which has been designated for Interment of human remains.
- 5.18 "Marker" means a temporary metal marker with deceased's name and year, placed on the Lot by the funeral home at time of Interment. Markers may be subject to movement as needed for maintenance requirements.
- 5.19 "Monument" means a memorial structure or headstone of granite, marble, bronze or other material, containing the memorial inscription, and of dimensions which are subject to County approval.

- 5.20 "Niche" means a single compartment of a columbarium used for the Interment of cremated human remains.
- 5.21 "Owner" means the County of Grande Prairie No. 1, who owns the land that the cemetery is situated on and has a Cemetery Operating Agreement with the Designated Operator.
- 5.22 "Peace Officer" means any of the following: a member of the Royal Canadian Mounted Police, a Peace Officer appointed under the Peace Officer Act; a person appointed as a Bylaw Enforcement Officer.
- 5.23 "Purchaser" means the person who bought the Lot or Columbarium Niche, received the Cemetery Certificate, and Interment Rights for the Lot or Columbarium Niche from the County.
- 5.24 "Transfer Application" means a written request to transfer the Cemetery Certificate from the Purchaser to another person in accordance with this Bylaw.
- 5.25 "Vault" means a structural enclosure for encasing a casket.
- 5.26 "Violation Ticket" is a ticket issued for an offence committed against any provisions of a specific act or Bylaw

MANAGEMENT

6. The County is responsible to ensure that all cemeteries on County owned land are operated and maintained as pursuant to the Cemeteries Act and this Bylaw.
7. The County can operate the cemetery or engage in a Cemetery Operating Agreement with a Designated Operator.
8. The County Manager or Designate shall:
- 8.1. Ensure that all Cemeteries under County jurisdiction maintain a registry as require under the Act;
 - 8.2. Ensure compliance with all applicable provincial and federal legislation;
 - 8.3. Issue Interment Rights certificates and permits as required;
 - 8.4. Ensure the fees, subject to Council approval, are established for cemetery services in the County's Schedule of Fees, Rates and Charges Bylaw; and
 - 8.5. Ensure resources are available to support the maintenance of cemeteries located on County owned land and in perpetuity once these Cemeteries are closed to further Interments.
9. The County or Designated Operator shall:
- 9.1. Supervise Cemetery operations;
 - 9.2. Ensure proper records of Interments, disinterment and cremations are maintained;
 - 9.3. Ensure proper care and maintenance of the Cemetery grounds within its

jurisdiction; and

- 9.4. Ensure there is proper collection of fees and appropriate fiscal management of Cemetery funds.
10. The County shall be responsible for the County Cemetery beautification mowing program for all Cemeteries as per ASB strategic Plan / directed by the Agriculture Service Board (ASB).

RECORDS, INTERMENT RIGHTS AND BURIAL PERMITS

11. The County or Designated Operator shall keep available for public inspection all Cemetery plot layout plans and other information as required by the Act.
12. Public inspection shall be conducted with the County or with the Designated Operator by appointment only.
13. The County or Designated Operator will provide the Purchaser proof of purchase stating the name and address of the Purchaser, the Block and Lot/ Niche numbers identified and the total amount paid.
14. No person other than the County or Designated Operator shall be the sole authority to assign, exchange, or subdivide any Block, Lot or Niche.
15. All Lots or Niches shall be held and disposed free from the provisions of the Land Titles Act, and therefore not purchase of real estate or property.
16. The cost of the Lot or Niche does not include the purchase, placement, maintenance or removal of Monuments.
17. The perpetual care for Cemeteries on County owned land will be funded through Cemetery Improvement Grants allocations or Recreation and Culture operating budget.
18. Interment Rights may only be purchased from the County or Designated Operator or through a funeral home director.
19. No person shall inter or Disinter human remains in any Cemetery without obtaining the necessary permits and approvals under the Act and this bylaw.
20. The Purchaser has the right to cancel a Cemetery Certificate within 30 days of signing the contract, by providing written notice of the cancellation to the County or Designated Operator. The County or Designated Operator will register the cancellation and refund all monies paid within 30 days from the date of the request is received by the County.
21. Burial permits issued under the Vital Statistics Act must be submitted to the County or the Designated Operator prior to any Interment.
22. The County or Designated Operator will make available Lots to veterans as defined in the War Veterans Allowance Act.
23. The County or Designated Operator shall make available Lots in the Cemetery for indigent persons.

RECLAIM AND RESALE OF UNUSED LOTS AND NICHES

24. The County or Designated Operator shall not allow the resale of Interment space on the open market. The County or Designated Operator shall purchase back any unused Lot or Niche from the Purchaser at the original purchase price, without interest as requested.
25. A Lot or Niche may be transferred from the Purchaser to another person, provided the request is made in writing and submitted to the County or Designated Operator.
26. The County or Designated Operator may recover unused Lots and Niches in accordance with the Act.
27. If the original Purchaser comes forward after the County or Designated Operator has recovered the lot, the County or Designated Operator shall:
 - 27.1. Pay the Purchaser the amount equal to the current market value; or
 - 27.2. Provide the Purchaser another Interment space that is equal in value.

INTERMENT AND DISINTERMENTS

28. The County or Designated Operator may refuse to allow any Interment that does not comply with the Act or this Bylaw.
29. Opening and closing of Lots or Niches is under the direction and control of the County or the Designated Operator by appointment only.
30. Caskets are required for burials in the Cemetery.
31. Full Casket Interments shall be performed by Contractors with backhoes. There will be no hand digging for Interments.
32. The Purchaser is responsible for ensuring that the Lot is levelled to the grade of the Cemetery within one (1) year of the Interment. After one (1) year, it is assumed consent that the County or Designated Operator is responsible for ensuring that the Lot is levelled.
33. The County or Designated Operator requires two (2) full working days' written notice prior to Interment.
34. A Burial Permit or Disposition Permit shall be supplied to the County or Designated Operator for the Interment process.
35. All communication regarding Interments must be made in writing or by email. The County or Designated Operator accepts no responsibility for any error or miscommunication that may arise from a verbal or telephone interaction.
36. All charges must be paid in full to the County or Designated Operator or Funeral Director before an Interment can take place.

37. Interments shall be conducted at the Cemetery between the hours of 0830 – 1630 unless written permission has been obtained from the County or Designated Operator.
38. No Interments or disinterment will take place on a Sunday or Statutory Holidays, as observed in Alberta unless:
 - 38.1. Burial is necessary to comply with Public Health Regulations governing communicable diseases;
 - 38.2. Special circumstances as approved by the County or Designated Operator; or
 - 38.3. By Court Order.
39. Cremated remains must be interred in a Lot or Niche. There shall be no scattering of cremated remains within the Cemetery.
40. The Purchaser shall expressly waive any claim arising by reason of error or mis-description of any Lot or Niche. The County or Designated Operator agrees to make every reasonable effort to prevent errors; however, its liability is limited to refunding any payments made for a Lot or Niche in the event of an error. Additionally, the County or Designated Operator agrees to provide an equivalent quality of Lot or Niche in lieu of those originally allocated.
41. In the case of permanent disinterment of human remains, the Lot or Niche shall be returned to its original state at the expense of the Purchaser. The County or Designated Operator will (may) rebate the cost of the Lot or Niche if it is reusable for Interment.
42. The County Cemeteries are considered hybrid burial grounds; grave liners or Vaults are optional and are the responsibility of the Purchaser.
43. The Purchaser shall access their designated Lot only and is not permitted to encroach on neighboring Lots.

DIMENSIONS OF LOTS

44. The Lot size shall not exceed dimensions set out in Schedule C.
45. The Blocks and Lots shall be numbered in a manner so that each Lot may be properly located and identified.
46. The grave will be dug to a depth so that between the top of the Casket and the ground surface level there is a distance of at least 0.6 meters (two (2) feet) if a grave liner is used, 0.9 meters (two (2) feet and nine (9) inches) if a grave liner is not used. An urn requires that the ground surface level be a distance of at least 18”.
47. The number of Interments allowed per Single Lot shall be limited to one (1) full Casket burial and a maximum of three (3) cremated remains. The Number of Interments allowed

per Double Lot shall be limited to one (1) full Casket burial and a maximum of six (6) cremated remains. Cremated remains may be interred over a Casket.

48. The number of Interments per Columbarium Niche shall be limited to two (2) urns.

MONUMENTS AND COLUMBARIUM CONSIDERATIONS

49. All Monuments are subject to any standards, guidelines, procedures and fees as established by the County.

50. A Monument installation must be approved by the County or Designated Operator and all charges must be paid in full prior to the installation of a Monument.

51. All Monuments are the property of the Purchaser and all required maintenance or repair is the sole responsibility of the Purchaser and must be completed within 90 days of written notification from the County or Designated Operator. Should no repair work commence within 90 days, the County or Designated Operator has the right to repair or remove said Monument.

52. In an instance where the Purchaser or next of kin, is unknown or unreachable, the County will make a reasonable attempt to contact the Purchaser or listed representative at the last known mailing address.

53. All costs incurred in the removal and/or repair of Monuments may be charged to the Purchaser, or next of kin.

54. The County or Designated Operator will not be held liable for any loss or damage, without limitation (including damages by the elements, Acts of God or vandals).

55. All Foundations for Monuments shall:

55.1. be installed flush with the ground;

55.2. be made of either concrete or granite;

55.3. not exceed the width of the lot; and

55.4. be of sufficient depth to support the weight being placed thereon but shall in no case be less than 152 millimeters (6 inches).

56. All Monuments installed on a Lot shall be centered at the head of the Lot.

57. A Monument installed on a single Lot shall not exceed parameters set out in Schedule C.

58. A Monument installed on two (2) side-by-side Lots shall not exceed parameters set out in Schedule C.

59. Only one (1) upright Monument shall be installed within the designated space on any Lot. In the case of cremated remains interred over a Casket Interment or multiple cremated

remains in one (1) Lot, flat surface level Monuments are permitted at the base of the upright Monument and shall not exceed eight (8) centimeters (three (3) inches) high.

60. No Lot shall be covered by any slab of concrete, stone or other similar material.
61. The Lot will be sown to grass by the County or Designated Operator and kept level with the surroundings.
62. Columbarium regulations:
 - 62.1. Niche inscriptions must be approved by the County or Designated Operator.
 - 62.2. Additional Niche embellishments are not permitted.
 - 62.3. Adornments are not permitted on the columbarium itself or its immediate foundation.
63. Family columbarium on single Lot requirements:
 - 63.1. Maximum allowed is a four (4) Niche columbarium in place of a Monument
 - 63.2. Dimensions shall not exceed 107 centimeters (42 inches) in width, 107 centimeters (42 inches) in height, and a depth of 52 centimeters (20.5 inches).
 - 63.3. Burial certificates required for all Interments in a family columbarium.
64. Installation of a family columbarium requires approval from the County of Designated Operator.

MAINTENANCE

65. The County or Designated Operator is responsible to ensure the complete care and maintenance of the Cemetery.
66. The County or Designated Operator will maintain the Cemetery grounds including Interment space, structures and roads so as to ensure the safety of the public and preserve the dignity of the Cemetery.
67. The County or Designated Operator is not responsible for the loss or damage to any esthetics or portable objects placed on Lot such as vases, flowers, or wreaths.
68. Cut flowers, artificial flowers, wreaths and floral offerings are only permitted on Lots until they become unsightly or a nuisance.
69. Flowers placed on a Lot at a funeral shall be removed by County staff or Designated Operator after a reasonable time, to protect the sod and maintain a neat appearance.
70. No person shall:
 - 70.1. Plant vegetation, including shrubs, trees, bulbs or flowers within a Cemetery unless the person obtains the prior written approval of the County or Designated Operator.

- 70.2. Remove the sod from any part of the Cemetery including Lots unless the person obtains the prior written approval of the Count or Designated Operator.
- 70.3. Erect upon a grave Lot or Cemetery any grave cover, fence, railing, wall, stone coping, hedge, bench or any other structure.

GENERAL

71. This Bylaw applies to all people who enter the Cemetery, public may visit the Cemetery at any time between 0830 and sunset.
72. Cemetery grounds shall be used solely for the purpose of Interment and remembrance.
73. Pets are permitted on-leash. Owners will be responsible for observing pet etiquette rules, including removing and disposing of waste.
74. No person shall:
 - 74.1. Disturb or damage any grave, Monument, or Cemetery property.
 - 74.2. Conduct any commercial activity (installation of Monuments, burials, improvements) within the Cemetery without written permission.
 - 74.3. Drive a vehicle or any other equipment outside of permitted and established roadways within the Cemetery at a maximum speed of 15 kilometers per hour.
 - 74.4. The vehicle's operator shall be liable for any damage caused by the vehicle within the Cemetery.
75. Any work performed within the Cemetery must be approved by the County or Designated Operator and is subject to the direction and control of the County. Contractors must temporarily cease all operations during a funeral or burial service.
76. Contractors, Monument dealers and suppliers are liable for any damage they may cause within the Cemetery.
77. Contractors working on County land are required to submit an application to the County Vendor Management program for approval prior to commencing work.
78. Contractors are responsible for removing all debris from the site daily and upon completion of the work.

ENFORCEMENT AND PENALTIES

79. The following rules and regulations are hereby adapted for the care and control of the Cemetery:

- 79.1. Any person who contravenes the provisions of the Bylaw, or the direction given by a Peace Officer pursuant to this Bylaw, is guilty of an offence and may be issued a Violation Ticket.
- 79.2. Any person who contravenes any provision of this Bylaw is guilty of an offence and liable to pay a fine not less than \$500 not exceeding \$100,000, as follows:
- 79.2.1. Any person, who willfully destroys, mutilates, writes on, defaces, injures or removes any property in the Cemetery, including but not limited to any structure, equipment, or living plant material;
- 79.2.2. Any person, who willfully disturbs persons assembled for the purpose of the Interment of a deceased person;
- 79.2.3. Disturbs the quiet and good order of the Cemetery by noise or any other improper conduct.

HISTORIC RIGHTS

80. Any historical deviation from this Bylaw shall be permitted to remain in effect unless the deviation puts public safety at risk or violates the rights of another Purchaser.

SEVERABILITY

81. Every provision of this bylaw is independent of all other provisions and if any provision is declared invalid by a Court, then the invalid provisions shall be severed and the remainder provisions shall remain valid and enforceable.

REPEAL

82. Village of Hythe Bylaw #272 - Regulation of use of Village Cemetery and amendments thereto are hereby rescinded.

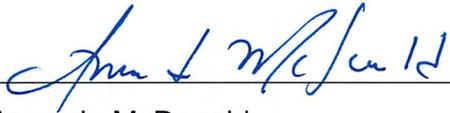
EFFECTIVE DATE

83. This Bylaw shall come into force and effect on the third and final reading thereof.

Read a FIRST time this 23 day of February, 2026.

Read a SECOND time this 23 day of February, 2026.

Read a THIRD time and finally passed this 23 day of February, 2026



Amanda McDonald
Reeve



Joulia Whittleton
County Manager

ATTACHMENTS

Schedule "A" – List of County owned and operated cemeteries

Schedule "B" – Management Agreement Template

Schedule "C" – Lot and Monument Dimensions