

**THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON**

**BY-LAW 2015-060**

A By-law to control cemeteries owned by the Corporation of the Township of Centre Wellington or located within the Corporation's limits and to Repeal By-law 2009-004

**WHEREAS** the Corporation owns and operates Belsyde Cemetery and Elora Cemetery and Council wishes to establish new Rules and Regulations for the management and use of cemeteries pursuant to the provisions of the Funeral, Burial and Cremation Services Act, 2002.

**WHEREAS NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON HEREBY ENACTS AS FOLLOWS:**

**1. INTERPRETATION**

For the purpose of this By-law the following terms shall have the corresponding meanings:

**“Act”** means the *Funeral, Burial and Cremation Services Act, 2002* and its associated regulation and any successor acts.

**“Base”** means that portion of a monument or marker which sits upon the foundation and is in turn capped by the upper main portion of the monument or marker (the die). The base excludes the foundation beneath and the die above;

**“Bereavement Authority of Ontario”** means the not-for-profit corporation, responsible for administering provisions of the *Funeral, Burial and Cremation Services Act, 2002* and associated regulations on behalf of the Ontario government.

**“Care and Maintenance Fund”** means the trust fund established pursuant to the Act;

**“Casket”** means a container intended to hold a dead human body for funeral, cremation or interment purposes and that is not a vault, burial container or a grave liner;

**“Cemetery”** means Belsyde Cemetery or Elora Cemetery in the Township of Centre Wellington;

**“Cemetery Employee”** means staff employed by the Township of Centre Wellington trained to care for the cemetery grounds, and provides cemetery services regularly, working under the direction of the Director;

**“Cemetery Services”** means services provided by a cemetery operator in respect of the interment of human remains or the scattering of cremated human remains at a cemetery and includes:

- a) Opening and closing of a grave or niche;
- b) Interring or disinterring human remains
- c) The placement of flat markers and footstones; and
- d) Other services as may be prescribed

**“Cemetery Supplies”** includes interment vaults, markers, flowers, liners, urns, shrubs and artificial wreaths and other articles intended to be placed in a cemetery;

**“Clerk”** means the Clerk for the Township of Centre Wellington or his/her designate;

**“Columbarium”** means a structure designed for the purpose of interring cremated human remains in niches or compartments;

**“Council”** means the Council of The Corporation of the Township of Centre Wellington;

**“Die”** means the main part of the monument excluding the Base and Foundation;

**“Director”** means the Managing Director of Infrastructure for the Township of Centre Wellington or his/her designate;

**“Emergency”** means a situation outside of normal cemetery operating circumstances as defined in this By-law that, at the discretion of the Director, requires expedited attention;

**“Foundation”** means a poured concrete foundation upon which a monument (specifically the base) is placed and is subject to the constraints outlined in this By-law;

**“Funeral Director”** means an individual licensed to provide or direct the provision of funeral services or to hold oneself out as available to do so as per the Act;

**“Grave”** means a ground lot intended for the interment of human remains (a Casket Grave) or cremated human remains (a Cremation Grave);

**“Grave Liner”** – See Vault;

**“Human remains”** means a dead human body or the remains of a cremated human body;

“**Inter**” means the burial of human remains and includes the placing of human remains in a lot;

“**Interment Rights**” includes the right to require or direct the interment of human remains in a lot;

“**Interment Rights Holder**” means the person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned;

“**Lot**” means an area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle;

“**Marker**” means any monument, tombstone, plaque, headstone, cornerstone, footstone, flat marker or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains excluding base and foundation;

“**Ministry**” means the Ministry of Government and Consumer Services, maintaining a strong oversight role in the sector and continues to be responsible for policy decisions under the *Funeral, Burial and Cremation Services, Act, 2002*. The Ministry also retains responsibility for cemetery closures, abandonments and burial site of the FBCSA.

“**Monument**” means any permanent marker projecting above ground level;

“**Municipality**” means The Corporation of the Township of Centre Wellington;

“**Personal Representative**” means a person who is authorized to act on behalf of the purchaser or their estate;

“**Plan**” means the plan or plans of the cemetery, approved by the Bereavement Authority of Ontario;

“**Plot**” means two or more lots in respect of which the rights to inter have been sold as a unit;

“**Pre-need supplies or services**” mean cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made;

“**Prescribed**” means prescribed by the regulations made under the Act and this By-law;

“**Price List**” means the list of cemetery product and service prices set out in the Township of Centre Wellington’s current Fees & Charges By-law as amended from time to time;

“**Registrar**” means the Registrar appointed under Section 3 of the Act;

“**Scattering Rights**” includes the right to require or direct the scattering of cremated human remains on the scattering ground of a cemetery;

“**Treasurer**” means the Treasurer for the Township of Centre Wellington or his/her designate;

“**Vault**” means any container used to contain and protect an interred casket or urn. Also known as a Grave Liner).

**2. RULES & REGULATIONS**

The Cemeteries shall be managed and governed by the Rules and Regulations set out in Schedule “A” attached to this by-law.

**3. PRICE LIST**

All sales of lots and all cemetery services provided by or on behalf of the interment rights holder shall be made or performed based on the Price List set out in the most current Township of Centre Wellington Fees and Charges By-law.

**4. REPEAL**

By-law 2009-004 is hereby repealed.

**5.** This By-law shall come into force and take effect upon receiving the approval of the Registrar.

**READ A FIRST, SECOND AND THIRD TIME** this 14<sup>th</sup> day of December, 2015.

  
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 Mayor – Kelly Linton

  
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 Clerk – Kerri O'Kane

BAO Approval Received

**May 25, 2016**

**Township of Centre Wellington**  
**SCHEDULE A to By-law 2015-060**

**RULES AND REGULATIONS**

**1 APPLICATION AND ENFORCEMENT**

- 1.1 The **Township of Centre Wellington** shall maintain the grounds of the cemeteries including all lots, cremation lots, structures, markers, monuments and footstones to ensure the safety of the public and to preserve the dignity of the cemeteries.
- 1.2 The **Council** shall be responsible for giving advice concerning the general management of the cemeteries pursuant to the provisions of these rules and regulations and such further direction from Council by resolution or by-law.
- 1.3 The **Director**, subject to the advice and/or direction of Council, shall provide or arrange for the general maintenance of the cemeteries and provision of cemetery services.
- 1.4 The **Clerk** shall be responsible for all sales of lots and cemetery services, for the maintenance of cemetery records and shall administer the Council-approved budget. The Clerk shall render all accounts and notices in connection with cemetery business and shall transact all routine business subject to Council approval.

The Clerk shall maintain up-to-date records, which shall include:

- i. plans or surveys of the cemeteries;
  - ii. the names of all interment rights holders and their addresses;
  - iii. copies of all contracts for the purchase of cemetery supplies and/or services;
  - iv. copies of all transfers of interment rights;
  - v. the date of, and location of, all interments within the cemeteries, and whether such interments are of cremated remains;
  - vi. a copy of the consent of the interment rights holder for each interment;
  - vii. applications for each consent with respect to the placement of markers; and
  - viii. any other information required under the Act.
- 1.5 **Public Register:** The Clerk shall maintain the public register as required by Provincial legislation – *Section 110 of Ontario Regulation 30/11*. The public register will be available for viewing at the Township office during regular business hours.
- 1.6 The **Treasurer**, subject to advice from Council, shall be responsible for the management and investment of care and maintenance funds in accordance with the provisions of the Act.
- 1.7 Any activities undertaken on weekends, holidays or outside of the normal operating hours due to Emergency shall be subject to additional charges as outlined in the Price List. Cemetery sales and inquiries may be made at the Township office.

**2 SALES AND TRANSFERS OF INTERMENT RIGHTS**

- 2.1 **Contract:** In accordance with the Act the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the municipality for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains. All sales of interment rights and cemetery services or cemetery supplies shall be made by the Clerk using a Contract (Form 1 - Interment Rights and Cemetery Services and Supplies) and the person making application to purchase interment rights shall be entitled to a Certificate of Interment Rights (Form 2) upon payment to the Clerk of the applicable price in the Price List.
- 2.2 Prior to the entering into the contract, the Clerk shall provide each purchaser with:
- a) a copy of the consumer information guide;
  - b) a copy of the current cemetery Price List;
  - c) a copy of the Cemetery By-law;
  - d) a copy of the contract; and
  - e) any other information as required under the Act.
- 2.3 **Certificate of Interment Rights:** Upon payment in full, The Clerk will issue a Certificate of Interment Rights to the purchaser.
- 2.4 **Payment:** Interment rights may be paid for in cash, debit or by cheque delivered to the Clerk. The applicant shall not be entitled to a Certificate of Interment Rights and no interment shall be made in a lot until the purchase price hereunder has been paid in full.
- 2.5 **Location:** There shall be no choice of location for a casket or cremation ground lot or lots but they shall be filled in regular order at the time of application for purchase.
- 2.6 **Fees:** Interment rights shall be sold at the fees outlined in the current Price List.

- 2.7 **Interment Rights:** Interment rights holders shall acquire only the right and privilege to require or direct the interment of human remains in the lot and of erecting monuments and markers subject to this By-law and the rules and regulations affecting the cemetery as approved by the Ministry.
- 2.8 **30 Day Cooling Off Period:** A purchaser has the right to cancel an interment or scattering rights contract within 30 days of signing the interment or scattering rights contract, by providing written notice of the cancellation to the Clerk. The municipality will refund all monies paid by the purchaser within 30 days from the date of the request for cancellation.
- 2.9 **Cancellation after 30 Day Cooling Off Period:** Upon the Clerk receiving written notice from the purchaser of the interment or scattering rights, the municipality will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within 30 days of receiving said notice. If the interment or scattering rights certificate has been issued to the interment or scattering rights holder(s), the certificate must be returned to the Clerk along with the written notice of cancellation.

If any portion of the interment or scattering rights has been exercised, the purchaser or the interment or scattering rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

- 2.10 **Resale of Interment Rights Prohibited:** The Township of Centre Wellington prohibits the resale of interment or scattering rights to a third party and will repurchase these rights at the price listed on the current Price List. Transfers of interment or scattering rights cannot be prohibited as long as the purchaser meets the qualifications and requirements as outlined in this By-law.
- 2.11 **Partial Exercise:** The Township of Centre Wellington is not required to repurchase interment or scattering rights in a plot (more than one lot) if one of the interment or scattering rights in the plot has been exercised.
- 2.12 **Repurchase of Interment Rights:** If a rights holder(s) wishes to re-sell the interment or scattering rights to the Township of Centre Wellington, the rights holder(s) must make the request to the Clerk in writing. The Township of Centre Wellington will repurchase the interment right at the price listed on the cemetery's current Price List less the Care & Maintenance Fund contribution made at the time of purchase. The re-purchase and payment to the rights holder requesting the sale must be completed within 30 days of the request.
- The interment or scattering rights holder requesting the resale of the rights must return the interment or scattering rights certificate to the Clerk and the rights holder(s) must endorse the interment or scattering rights certificate, transferring all rights, title and interest back to the Township of Centre Wellington. The appropriate paperwork must be completed before the Township of Centre Wellington reimburses the rights holder(s).
- 2.13 **Transfer of Interment Rights:** In cases of transfer of interment rights by will or bequest, the municipality reserves the right to require the production of a notarized copy of the will or other evidence sufficient to prove ownership. Original Certificates of Interment Rights shall be returned to the Clerk who may then issue a new certificate after payment of the prescribed fee.

It is a condition of every contract for the purchase of interment rights that the purchaser may transfer such rights only if Form 3 is completed and signed by such holder, or the holder's Personal Representative, and the original certificate is returned to the Clerk, whereupon the Clerk may issue a new certificate upon payment of the prescribed fee.

- 2.14 **Preneed Services:** The municipality does not provide pre-need services.
- 2.15 **Joint Ownership:** When interment rights in a plot are held jointly by two or more persons an order will be accepted from either or any of them, or their authorized representatives, for interment in such part of the plot as may be requested, provided these rules and regulations are followed.
- 2.16 **Authorization:** Whenever a document is required to be signed by an interment rights holder and such holder has died, such holder's Personal Representative shall sign such document. The Clerk may require evidence that a person signing documents required by this By-law is the Personal Representative of a deceased interment rights holder.

### **3 LOTS AND INTERMENTS**

- 3.1 **Use:** Lots shall not be used for any other purpose than for the interment of human remains. Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.
- 3.2 **Consent:** No human remains shall be interred in a lot or a cremated lot other than the remains of the interment rights holder without the consent of the interment rights holder.

- 3.3 **Interment Authorization:** Interment or scattering rights holder(s) must provide written authorization to the Clerk prior to a burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or next of kin.
- 3.4 **Permits:** A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the Director prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the Director prior to the burial of cremated remains or scattering of cremated remains taking place.
- 3.5 **Contract:** In accordance with the Act, the purchaser of interment or scattering rights must enter into a cemetery contract, providing such information as may be required by the Clerk for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- 3.6 **Payment** must be made to the cemetery before an interment may take place. No interment shall be permitted in any lot where the burial rights have not been paid in full.
- 3.7 The opening and closing of graves and niches or the scattering of cremated remains may only be conducted by Cemetery Employees or those designated by the Director.
- 3.8 The person requesting a lot opening for interment shall be responsible for the payment of the applicable fees and charges, as set out in the Price List, prior to the lot opening.
- 3.9 The interment fee includes the opening and closing of the lot and the recording of the burial.
- 3.10 Under the Act, if interment rights were sold or transferred, or a marker was installed, before 1955, and if no money was collected to be held in trust for the purpose of maintaining the cemetery or for the purpose of maintaining its markers, as the case may be, the Clerk may charge the interment rights holder an amount no greater than the amount that the Clerk would be required under the Act to pay into a care and maintenance fund or account for the cemetery if equivalent interment rights were sold or transferred, or an equivalent marker was installed, at market price on the day the holder is charged. *O. Reg. 30/11, s. 95 (2)*.
- 3.11 **Communication:** All communication shall be in writing and presented to the Clerk or designate. Notice of each interment to be made shall be given to the Clerk or designate, by the interment rights holder or the Personal Representative of such holder, or the Funeral Director operating pursuant to instructions from such person, at least 24 hours prior thereto, unless a shorter period of notice is accepted by the Clerk or designate, acting on behalf of the Director, using the Notice of Proposed Interment (Form 4). When a request for interment is made by telephone, the owner, Council and Director shall not be responsible for any errors or misunderstandings that may arise, but such requests shall be confirmed by delivery of an original signed copy of Form 4 prior to the interment.
- 3.12. No lot shall be opened for interment or disinterment by any person not in the employ of the municipality or under the direction of the Director, except under special circumstances and by permission of the Director.
- 3.13 **Uncremated human remains** may only be interred in a casket grave.
- 3.14 **Adult casket graves** shall measure not less than 3.05 metres in length (10 feet) by 0.91 in width metres (3 feet); and will permit a maximum of one (1) burial of casketed human remains (as the first interment only) and up to four (4) burials of cremated remains. Each lot is permitted to have a maximum of one monument as the primary monument at the head of the lot, one flat marker directly adjacent to the flower bed area, and one foot stone.
- 3.15 **Double Adult casket graves** shall measure not less than 3.05 metres in length (10 feet) by 1.82 metres in width (6 feet); and will permit a maximum of two (2) burial of casketed human remains (as the first interment only) and up to eight (8) burials of cremated remains. Each lot is permitted to have a maximum of one monument as the primary monument at the head of the lot (or one monument as per grave as per 3.14), one flat marker directly adjacent to the flower bed area, and two foot stones.
- 3.16 **Child casket graves** shall measure not less than 2.44 metres in length (8 feet) by 0.91 metres in width (3 feet) and shall permit only the interment of a single child up to the age of 8. Refer to section 5.0 for marker location details.
- 3.17 **Cremation Lot with Monument** measure not less than 1.52 metres in length (5 feet) by 0.91 metres in width (3 feet). Refer to section 5.0 for marker location details.
- 3.18 **Cremation Lot with Marker or Pillow Marker** measure not less than 0.91 metres in length (3 feet) by 0.91 metres in width (3 feet). Refer to section 5.0 for marker location details.
- 3.19 Uncremated human remains shall be buried at a depth of at least 0.61 metres (2 feet) below the natural level of the ground surface.

- 3.20 Uncremated human remains to be buried in a lot must be enclosed in a casket sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the lot.
- 3.21 Whenever a casket grave is being used for an interment for the first time, the interment rights holder shall elect whether such grave is to be used for the interment of more than 1 burial of uncremated human remains. The following statement only applies to graves purchased prior to October 2002 in Belsyde Cemetery – In the event of an election by the interment rights holder that the lot will be used for the interment of more than 1 burial of casketed human remains, such holder shall pay the additional interment charge referred to in the Price List and such first interment of casketed human remains shall be at least 1.52 metres (5 feet) below the natural level of the ground's surface.
- 3.22 **Cremated human remains** may be placed in a casket grave, a cremation grave, a columbarium niche or scattered in the specified area.
- 3.23 **Cremation graves** shall measure not less than 0.91 metres (3 feet) by 0.91 metres (3 feet).
- 3.24 **Cremation graves and columbarium niches** shall be used only for the placement of cremated human remains, and will permit a maximum of 2 interments per cremation lot or niche as per the contract for the purchase of the interment rights.
- 3.25 Only the Cemetery Employee may open and seal niches for interments. This applies to the inside sealer and the niche front.
- 3.26 To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to inscribe all niche fronts or install all lettering, vases, adornments, or any other approved attachment.
- 3.27 No person other than Cemetery Employees shall remove or alter niche fronts.
- 3.28 **Scattering:** Cremated remains may only be scattered within a designated area of the cemetery. Cremated remains are not permitted to be scattered on a grave. Once scattered cremated remains cannot be retrieved.
- 3.29 A scattering contract must be completed and the payment of the scattering fee must be received before the scattering of cremated human remains can take place.
- 3.30 **Disinterment:** Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Clerk and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the Clerk before the removal of casketed human remains may take place. A certificate from the local medical officer of health is not required for the removal of cremated remains.
- In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).
- 3.31 **Hours of Operation:** All funerals must arrive in the cemeteries between the hours of 10:00 am and 3:00 pm Monday to Friday and between 9:00 am and 12:00 pm on Saturday. Funerals are prohibited at the cemeteries on Sundays and Statutory holidays, Easter Monday, and Remembrance Day (except as required by regulation). To accommodate grave restoration, visitation at the graveside is limited to one half hour (30 minutes) at the conclusion of the committal service and one hour (60 minutes) is required between services. In ground cremation interments will not be permitted before April 1<sup>st</sup> or after December 1<sup>st</sup> in any year, unless approved by the Director in writing. Interment scheduling is subject to staff availability and approval of the Director.
- 3.32 **Scheduling:** No interment shall be scheduled in the cemetery outside the hours outlined in Item 3.28 of this by-law or at any time on Sunday or any statutory holiday, except based on a doctor's certificate that burial must be made within 24 hours of death in accordance with the regulations of the Ontario Ministry of Health for the control of communicable diseases or unless special permission is granted by the Director on advice from the Council. Interment scheduling is subject to staff availability and approval of the Director.
- 3.33 **Equipment:** No interment equipment, except that provided and/or approved by the Director of the cemeteries, shall be used, except for vaults. Vaults shall be installed by the supplier who will use his/her own equipment.
- 3.34 **Errors:** The municipality reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The municipality may either cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the rights owners. If necessary, it may be mailed to the rights owners or their legal representatives, at

their last appearing address in the record books of the cemetery. In the event that any such error may involve the disinterment of remains the municipality shall first obtain the approval of any regulatory authority and the interment rights owner.

- 3.35 **Re-survey:** The municipality has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

#### **4 GENERAL MAINTENANCE AND CONSTRUCTION**

- 4.1 The Director or designate shall supervise all maintenance and construction work in the cemeteries.
- 4.2 **Trees/Shrubs:** If any existing trees, shrubs or flowers situated on any lot become detrimental to other adjacent lots whether by means of their roots, branches or otherwise, or if they are prejudicial to the general appearance of the cemetery, the Director may have such trees, shrubs, flowers or parts thereof removed. Where contact information is current, the cemetery will provide notice to the interment rights holder's last known address. If the cemetery is unable to contact the interment rights holder, notice will be posted at the grave site for a minimum of 30 days. The cemetery reserves the right to proceed without notice if the Director deems the issue to be a matter of safety or control.
- 4.3 No person shall do any work on a lot without the permission of the Director.
- 4.4 **Construction Hours:** No construction work, including installation of foundations, monuments, markers, footstones, or other items shall be allowed only Monday through Friday between 7:00 am and 4:30 pm. Construction work is prohibited at all other times unless approval has been granted by the Director.
- 4.5 **Foundations:** All foundations for monuments and markers shall be built by, or contracted to be built for, the Cemetery at the expense of the interment rights holder.
- 4.6 **No Winter Foundations:** No foundations may be constructed before April 1<sup>st</sup> or after November 15<sup>th</sup> in any year, unless approved by the Director, in writing.
- 4.7 The foundation shall be built in the designated space and in the proper dimensions of the monument base. If incorrect dimensions have been given on the application form, signed by the installer, the foundation must be immediately removed and rebuilt by the installer at no cost to the municipality. Foundations will be not less than 1.52 metres (5 feet) deep and shall extend 7.5 cm (3 inches) beyond the monument base on all sides and be flush with the ground. They will be set at the Director's direction.
- i. The required concrete mix for foundations will be:
    - 32 MPA
    - 75 mm slump
    - 20 mm aggregate
    - 5% +/- 1 Air Entraining agent
    - Trowel finish all edges

Random testing of concrete may be requested at any time by the Director at the contractor's expense.
  - ii. The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
  - iii. Foundations must be cured for a minimum of 48 hours before placing the monument.
  - iv. Contractors shall be under the supervision of the municipality and shall be responsible to pay the Staking and Inspection Fee, as outlined in the Price List.
  - v. No concrete shall be placed until a representative of the municipality has approved the grades and all loose material is removed from the grade. The placing shall commence at the low point in the grade and concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set. Capping of cured foundations is not permitted.
  - vi. Defective areas must be repaired to the approval of the Director.
  - vii. The finished concrete shall be protected from wind, rain or sun during curing, by covering it completely with a piece of plywood having a minimum thickness of 1.3 cm (½ inch). All rubbish and excavated material shall be removed from Township property and disposed of by the contractor at their expense.

- 4.8 **Contractor Rules:** The following rules apply to monument dealers, contractors and workers in the cemetery:
- a) Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Director before the work may begin. Pre-approval includes but is not limited to: landscaping, delivery of monuments and markers, inscriptions, designs, drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, the location of the work to be performed. It is the responsibility of all contractors to report to the Clerk and provide the necessary approvals before commencing work at any location on the cemetery property.
  - b) Prior to the start of any said work, contractors must provide proof of:
    - i) WSIB coverage;
    - ii) Occupational Health and Safety compliance standards;
    - iii) Environmental Protection;
    - iv) WHMIS; and
    - v) Evidence of liability insurance of not less than Two Million Dollars (\$2,000,000). Insurance paperwork shall be presented to the Township by April 1<sup>st</sup> of each year.
  - c) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
  - d) Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the Director.
  - e) No work will be performed at the cemetery except during the regular business hours of the cemetery, unless approval has been granted by the Director.
  - f) Contractors shall temporarily cease all operations if they are working within 100 metres (328 feet) of a funeral until the conclusion of the service. The cemetery reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
  - g) No monument or marker will be delivered to the cemetery without the proper paperwork, 48 hour notice is required prior to delivery.
  - h) No monument or marker will be delivered to the cemetery until the foundation is completed and the contractor is ready to proceed with the work of erection.
  - i) No monument or marker will be removed without written permission from the Clerk.
  - j) Contractors, masons, stonecutters and suppliers shall lay planks on the lots and paths over which heavy materials are to be moved, in order to protect the surface from injury.
  - k) There shall not be a variance of more than 1.3 cm (½ inch) in the size of the base required as stated on the work order and the size of the monument delivered.
  - l) The demeanor and behaviour of all workmen employed by others in the cemetery, shall be subject to the control of the Director.
  - m) Heavy loads shall not be permitted in the cemetery when the roads are in unfit condition.
  - n) No monument dealer shall park on the grass unless otherwise directed to do so by the Director.
  - o) All implements and materials used in the performance of any work shall be placed where the Director may direct, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Director may order. Otherwise, the obstructions will be removed and the expense charged to the monument dealer.
  - p) If a monument dealer or contractor desires to set a flat marker, such person must make written arrangements with the Director as to time of installation, as all work must be



supervised by a Cemetery Employee. The monument dealer shall pay to Belsyde Cemetery the prescribed fee, plus applicable taxes, for supervision of the work.

- q) If a monument company or contractor desires to make their own foundation, they must make written arrangements with the Director within 5 days' time of the proposed installation, as all work must be supervised by an employee of the municipality. The foundation shall be at least 1.52 metres (5 feet) deep and shall extend 7.5 cm (3 inches) beyond the monument base on all sides and be flush with the ground. The width of the base shall be in accordance with the regulations for monuments for the appropriate section. There shall not be a variance of more than 1.3 cm (½ inch) between the size of the monument and the required foundation. The base shall be made of air entrained cement and shall be level and true so as not to cause tipping. The base shall not rise above the grade of the surrounding ground. Such person shall pay the prescribed fee, plus applicable taxes, for supervision of the work.

## **5 MONUMENTS, MARKERS AND FOOTSTONES (see Appendix 1 for illustration)**

- 5.1 No person shall install or make alterations to a marker, monument, footstone, memorial, or base of any description in the cemetery unless such person has:
- a) Paid in full all charges related to subject interment right including the application fee as set out in the Price List; and
  - b) completed an application form (Form 6) and filed same with the Clerk; and
  - c) provided the written consent of the interment rights holder(s) or such holder's Personal Representative for such work form (Form 7).
- 5.2 No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the Director.
- 5.3 Minor scraping of the monument base of an upright monument due to grass/lawn maintenance or burial activities is considered to be normal wear.
- 5.4 The Cemetery Employees will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.
- 5.5 The Director reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- 5.6 Should any monument or marker present a risk to public safety because it has become unstable, the Director shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.
- 5.7 The Director reserves the right to remove at his sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery.
- 5.8 A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Director including: dimensions, material of structure, construction details, and proposed location.
- 5.9 In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.
- 5.10 All monuments, markers and bases shall be constructed of bronze, or granite. Any variation from these materials types require approval from the Director.
- 5.11 No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Director.
- 5.12 Markers and footstones of bronze or granite are permitted with size and quantity restrictions according to cemetery by-laws and the placement of such memorials shall not interfere with future interments.
- 5.13 Monuments may only be placed on Adult casket graves, Double Adult casket graves, Child casket graves, and Cremation Lot with Monument. Monument and markers on casket, or cremation graves are subject to the following regulations:
- 5.14 **Monuments** to be erected on adult casket graves shall:
- a) be set on a **foundation** that is:
    - i) constructed of poured concrete having a minimum depth below ground surface of 1.52 metres (5 feet) or the depth of the grave, whichever is deeper;
    - ii) have a top surface flush with the ground;

- iii) at least 7.62 cm (3 inches) wider than the monument base on all sides; and
  - iv) inspected by the Director, prior to the installation of the monument;
- b) have a **maximum width** of 0.61 metres (2 feet) per grave (i.e.):
- i) an adult casket grave shall not have a monument wider than 0.61 metres (2 feet) , excluding base; and
  - ii) a double adult casket grave shall not have a monument wider than 1.22 metres (4 feet), excluding base.
- c) have a **minimum thickness** of:
- i) 15.2 cm (6 inches) if the height of the monument is 0.91 metre (3 feet) or less excluding the base; and 20.3 cm (8 inches) for a monument higher than 0.91 metre (3 feet) feet excluding the base.
- d) Have a **maximum height** not to exceed 1.83 metres (6 feet), including the base.
- e) Refer to Appendix 1 for monument and marker location details on the Cemetery Monument Layout plan.
- 5.15 **Markers** to be erected on adult or child casket graves shall:
- a) have a **maximum surface area** of :
    - i) **adult casket grave:** 35.6 cm (14 inches) by 61.0 cm (24 inches); and
    - ii) **double adult casket grave:** 35.6 cm (14 inches) by 76.2 cm (30 inches).
  - b) have a **minimum thickness** of 10.2 cm (4 inches);
  - c) have a top surface flush with the ground;
  - d) not require a concrete foundation; and
  - e) only be placed by the Director or his assistants.
- 5.16 **Only markers** will be permitted in the **Cremation Gardens and Cremation Lots with Markers** and those placed there shall be:
- a) limited to 1 marker for each cremation lot;
  - b) have a **surface area** of 45.7 cm (18 inches) by 61.0 cm (24 inches)
  - c) have a **thickness** of 10.2 cm (4 inches);
  - d) be set flush with the surface of the ground, or concrete foundation, and
  - e) **located** in the lot:
    - i. **Belsyde Cemetery:** at the limit of the cremation grave furthest from the walkway in front of the cremation grave; and
    - ii. **Elora Cemetery:** centered on the foundation.
- 5.17 **Cremation Lots with Pillow Markers** and those placed there shall be:
- a) limited to 1 marker for each cremation lot;
  - b) have a surface area of 45.7 cm (18 inches) by 61.0 cm (24 inches)
  - c) have a thickness of 10.2 cm (4 inches) at the leading edge and 15.2 cm (6 inches) at the back edge of the marker;
  - d) be set flush with the surface of the ground, or concrete foundation, and
  - e) located in the lot:
    - i. **Belsyde Cemetery:** at the limit of the cremation grave furthest from the walkway in front of the cremation grave.
- 5.18 **Cremation Lots with Monuments** and those placed there shall be:
- a) limited to 1 monument or marker for each cremation lot;
  - b) A monument:
    - i. shall have a base that is at least 7.62 cm (3 inches) wider than the monument on all sides;
    - ii. shall have a maximum width of 61.0 cm (2 feet);
    - iii. shall have a maximum height of 182.9 cm (6 feet);

- iv. shall have a base height of 15.2 cm (6 inches) when the monument height is 91.4 mm (3 feet) or less;
- v. shall have a base height of 20.3 cm (8 inches) when the monument height is greater than 91.4 mm (3 feet);
- c) A marker shall have a surface area of 45.7 cm (18 inches) by 61.0 cm (24 inches);
- d) A marker shall have a thickness of;
  - i. 10.2 cm (4 inches); or
  - ii. 10.2 cm (4 inches) at the leading edge and 15.2 cm (6 inches) at the back edge of the marker.

5.19 **Footstones** shall:

- a) have a **surface area** of 15.2 cm (6 inches) by 30.5 cm (12 inches);
- b) have a **minimum thickness** of 7.6 cm (3 inches);
- c) and have a **maximum thickness** of 10.2 cm (4 inches);
- d) be set flush with the surface of the ground, and
- e) only be placed by the Director or his assistants

5.20 **Niche Inscriptions:** To ensure quality control, desired uniformity and standards of workmanship, the Clerk reserves the right to inscribe all niche fronts. Any unauthorized adornment or emblem will be removed and disposed of without notification and at the expense of the Interment Rights Holder(s). No person other than the Director or Cemetery Employees shall remove or alter niche fronts.

5.21 **Removal:** Any markers, or monuments designating the location of an interment shall be removed by the interment rights holder at the time a disinterment is made.

## 6 **MEMORIAL BENCHES**

6.1 A person shall be entitled to purchase and the Director shall sell cemetery services for the lease of the Township approved memorial bench to be placed in the Cemetery subject to the following:

- a) Memorial Benches are as offered in the Cemetery's Price List and may be subject to change from time to time at the Director's discretion.
- b) Memorial Benches remain the property of the Cemetery.
- c) The lease price includes the installation of a memorial plaque which becomes the property of the Lessee after the lease has expired.
- d) Placement of Memorial Benches is only allowed in specific locations in the cemetery as assigned subject to the Director's approval.
- e) The term of the lease is seven (7) years commencing from the date of installation of the Memorial Bench with plaque in the cemetery.
- f) The Lessee may renew the lease for one (1) additional seven (7) year period at the expiry of the initial lease period by payment of the renewal fee listed in the Cemetery's Price List at the time of renewal, such fees being subject to change from time to time at the Director's discretion.
- g) In the absence of a renewal, the memorial plaque will be removed and retained for six (6) months for the Lessee's retrieval.
- h) If the plaque is not collected by the Lessee during that six (6) month period after lease expiry it may be destroyed without further notice.
- i) The above lease may be rescinded at any time during the lease period on the written instructions of the Lessee who shall arrange collection of the memorial plaque only. No fees will be returned.
- j) It is the responsibility of the Lessee to ensure that the rights are renewed.
- k) Although the Cemetery will endeavour to contact the Lessee before expiry of the lease, no responsibility can be accepted for action taken in the absence of renewal of the lease or alternative instructions from the Lessee.

- l) All inscription work on the plaque shall be ordered through the Cemetery (using an approved form) who will arrange for the work to be completed by an approved contractor.
- m) Memorial plaque inscriptions are subject to the Director's approval.
- n) Apart from the plaque supplied by the Cemetery, no additional items or plants/bulbs are permitted on or in the vicinity of the Memorial Bench.
- o) Any items in breach of this agreement will be removed and may be collected from the Municipal Office up to thirty (30) days after their removal, after which time they may be discarded without notice.
- p) No work will be undertaken until the mandatory thirty (30) day 'cooling off' period as specified in the Act has expired, AND all fees have been paid in full.

## **7 OTHER MEMORIAL FEATURES**

- 7.1 The Director may permit the placement and sale of other memorialization features including, but not limited to, trees, rocks, statuary and other fixtures in the cemetery subject to the following:
- a) Memorial Features are as offered in the Cemetery's Price List and may be subject to change from time to time at the Director's discretion.
  - b) The Memorial Feature itself (tree, rock, statue, etc.) remains the property of the Cemetery and it may be repaired or removed at the discretion of the Director if it becomes damaged or unsafe.
  - c) The purchase price includes the installation of a memorial plaque or engraving.
  - d) Placement of Memorial Features is only allowed in specific locations in the cemetery as assigned subject to the Director's approval.
  - e) All inscription work on the plaque or engraving shall be ordered through the Cemetery (using an approved form) who will arrange for the work to be completed by an approved contractor.
  - f) Memorial plaque and engraving inscriptions are subject to the Director's approval.
  - g) Except as permitted by the Director in writing, no additional items or plants/bulbs are permitted on or in the vicinity of the Memorial Feature.
  - h) Any items in breach of this agreement will be removed and may be collected from the Cemetery Office up to thirty (30) days after their removal, after which time they may be discarded without notice.
  - i) No work will be undertaken until the mandatory thirty (30) day 'cooling off' period as specified in the Act has expired, AND all fees have been paid in full.

## **8 CARE OF LOTS AND FLOWERS**

- 8.1 No person other than Cemetery Employees shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
- 8.2 No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the Director. See Appendix 2 for examples.
- 8.3 Flowers placed on a grave for a funeral shall be removed by the Cemetery Employees after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.
- 8.4 Flower beds not exceeding 35.6 cm (14 inches) in length shall be permitted at the front of the monument, not to exceed the width of the monument base, and where there is no monument, can only be made by permission of, and under the supervision of the Director. The installation of trees, shrubs, borders, fences, railings, walls, copings, mounds, or edgings anywhere within a lot, including flower beds, is prohibited.
- 8.5 Any such flower bed shall be planted right up to the concrete base with no space or grass between the bed and the base.
- 8.6 No flower beds are permitted on Cremation Lots with Markers or Pillow Markers. Plants and plastic vases may be placed on sidewalk foundation, markers, or landscaping stone only.
- 8.7 Flower beds are permitted on Cremation Lots with Monuments. Plants and plastic vases may be placed on sidewalk foundation, markers, or landscaping stone.

- 8.8 Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the cemetery.
- 8.9 Artificial wreaths without glass or plastic covers, and not in wooden boxes, are allowed to be placed on the lot after October 15<sup>th</sup> in any year, provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.2 cm (30 inches) high and securely anchored to the ground.
- 8.10 The Cemetery reserves the right to disallow or remove all flowers, potted plants, wreaths and baskets of flowers considered to be excessive, or when they become withered or unsightly, or for any other reason such removals would be in the best interest of the cemeteries. Refer to Appendix 2 for a list of permitted plantings.
- 8.11 Vases, urns and flower stands not properly cared for, and which are not filled with plants by June 20<sup>th</sup> in any year, may be removed from the lot and any stand, holder, vase or other receptacle for flowers which is unsightly or unsuitable may be prohibited or removed by the Director.
- 8.12 The cemetery reserves the right to regulate the articles placed on lots or plots that pose a threat to; the safety of all interment rights holders, visitors to the cemetery and Cemetery Employees, prevents the cemetery from performing general cemetery operations, or are not in keeping with the respect and dignity of the cemetery. Prohibited articles will be removed and disposed of without notification.
- 8.13 No GLASS containers of any kind are permitted in the cemeteries at any time. Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workmen and to visitors when neglected or broken are not allowed in the cemeteries.
- 8.14 Potted plants must not be buried but must be placed on top of the ground as close to the monument base as practical.
- 8.15 Flower beds are required to be cleared of tender plants after the first frost or by October 15<sup>th</sup> at the latest of each year. Lot owners desiring to take any plants away should do so before their removal becomes necessary.
- 8.16 Decoration Day is the second Sunday of June of each year in Belsyde Cemetery and the date is published each year for the Elora Cemetery.

## **9 EMERGENCY STORAGE OF HUMAN REMAINS**

- 9.1 The Director reserves the right to determine if the weather conditions are adverse enough to prevent a burial.
- 9.2 Neither cemetery has storage facilities for human remains. Funeral Directors must make arrangements for offsite storage if necessary.

## **10 RULES FOR VISITORS**

- 10.1 **Visitation Hours:** The Cemetery shall be open for visitation daily between 8:00 am and sundown.
- 10.2 Visitors are always welcome at the cemeteries during open hours. They are asked to remember to respect the dead, and conduct themselves in a quiet manner that shall not disturb any service being held.
- 10.3 The Cemetery reserves full control over the cemetery operations and management of land within the Cemetery grounds.
- 10.4 No person may damage, destroy, remove or deface any property within the Cemetery.
- 10.5 The Director and his assistants are empowered and are required to preserve order and decorum in the cemetery.
- 10.6 No parades, other than funeral processions, shall be admitted to or be organized within the cemetery without the municipality's permission, other than Decoration Day.
- 10.7 Children under the age of 12 years are welcome in the cemeteries when accompanied by an adult, who shall be responsible for their good conduct and shall see that they do not run over the lots or climb upon the monuments.
- 10.8 Vehicles within the cemeteries shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass unless directed to do so by the Director.
- 10.9 No ATV's (all-terrain vehicles) or snowmobiles are allowed in the cemeteries.
- 10.10 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 10.11 Discharging of firearms, other than in regular volleys at burial services is prohibited in and around the cemetery.

10.12 Dogs are permitted in the cemeteries provided the following conditions are met:

- a) Dogs must remain leashed at all times;
- b) Dogs must be under voice control and are not allowed to disturb or chase people, or to destroy, dig up, or disturb flower beds, lawns, bushes or trees;
- c) Poop n' scoop is mandatory. All individuals must clean up after their dogs;
- d) Dogs must be wearing up to date rabies and dog licence tags;
- e) Female dogs in heat, and sick dogs are to be kept out of the cemeteries;
- f) Aggressive dogs are to be kept out of this area. If a dog starts acting aggressively towards others (people and dogs respectively) it must immediately be removed from the cemeteries;
- g) No dog can be in a cemetery without a responsible person attending to it at all times;
- h) No more than two dogs may be brought into the cemeteries by an individual at the same time;
- i) Rawhide chews, dog toys and food (animal or human) are not permitted within the cemeteries;
- j) Pinch (prong) and spike collars are not allowed in the cemeteries;
- k) Professional dog trainers must not use this facility for the conduct of their business; and
- l) Dog owners are subject to Ontario's Dog Owner's Liability Act.

10.13 All other pets of any kind are not permitted in the cemeteries.

10.14 No picnic party shall be permitted in the cemeteries.

10.15 In the cemeteries, any person who damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in the cemeteries is liable to the municipality and any interment rights holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemeteries to the state that they were in before anything was damaged or moved by the person liable.

10.16 No gratuities at any time shall be given to any officer or employee, nor shall any reward be given for any personal services or attention.

10.17 Soliciting of any kind in either cemetery is strictly prohibited.

10.18 Any complaints by interment rights holders or visitors should be made to the Director, not to workers on the grounds, and controversies with workers or others on the grounds are to be avoided.

10.19 Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants, etc.

10.20 Any person disturbing the quiet and good order of the cemeteries by noise or other improper conduct or who violates these by-laws, must be expelled from the grounds.

10.21 Cemetery Employees may remove any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery in the judgment of the Director.

10.22 In the interest of preventing vandalism, the gates to the cemeteries may be closed at the discretion of the Director.

## **11 GENERAL PROVISIONS**








11.1 No person shall disinter any human remains from the cemetery except in compliance with the Act. The charges payable for disinterment shall be outlined in the Price List and such charges shall be paid in advance.


11.2 Implements or materials used in doing any work within the cemeteries shall be removed without delay and if this is not done, the Director will remove same.

11.3 **Liability:** The Township of Centre Wellington, the Clerk, Director and Cemetery Employees will not be held liable for any loss or damage, without limitation (including damage by the

elements, Acts of God, or vandals) to, any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article that has been placed in relation to an interment or scattering right save and except for direct loss or damage caused by gross negligence of the cemetery.

## APPENDIX 2

Botanical Plant Name	Common Name	Height x Width	Exposure
<b>Annuals</b>			
Angelonia angustifolia 	Angelonia	12-20x14 in	sun
Begonia semperflorens	Wax Begonias	6-8x6-12 in	part shade/ shade
Bidens ferulifolia 	Bidens	12-23x14-18	sun
Catharanthus roseus 	Annual Vinca	4-16x6-12 in	sun
Capsicum annum 	Ornamental Pepper	4-24x6-18 in	sun
Melampodium paludosum 	Gold Medallion Flower	24-36 in	sun
Pelargonium x hortorum	Annual Geranium	10-18x10-18 in	sun
Tagetes	Marigold	8-20x6-14 in	sun
Petunia (non-spreading)	Petunia	8-15x8-15 in	sun
Portulaca grandifolia	Moss Rose	8-10x12-18 in	sun
Salvia farinacea 	Mealy Cup Sage	12-20x10-18 in	sun
Scencio cineraria	Dusty Miller	6-10x8-12 in	sun
Xerochrysum bracteatum 	Strawflower	18-24 in	sun
Zinnia (smaller varieties)	Zinnia	6-18x10-18 in	sun
<b>Perennials</b>			
Aster alpinus 'Dark Beauty'	Dark Beauty Aster	10x12 in	sun
Astilbe 'Little Vision in Pink'	Little Vision in Pink Astilbe	14-16x14-16 in	shade
Bergenia 'Bressingham White/Ruby'	Pig Squeak	14-12 in	sun/part shade
Dianthus	Sweet Williams	24x12 in	sun
Dicentra Formosa 'Luxuriant'	Fern Leaf Bleeding Heart	12x14 in	shade
Echinacea purpurea 'Kims Knee High'	Dwarf Coneflower	12-24x12-24 in	sun
Gaillardia x grandiflora 'Kobold'	Blanket Flower	10-12 in	sun
Geranium cinereum 'Ballerina'	Perennial Geranium	8x12-18 in	sun/part shade
Hemerocallis 'Stello Doro'	Stella Doro Daylily	12x12 in	sun
Heuchera 'Lime Ricky', 'Cherry Cola'	Dwarf Coral Bells	10x14 in	sun/shade
Hosta (Dwarf Varieties Only) 'Appletini', 'Blue Mouse Ears', 'Cherish'	Hosta	5-8 in	part shade/shade
Lavendula angustifolia 'Ellagance'	Ellagance Series Lavender	12x12 in	sun
Liatris spicata 'Kobold'	Blazing Star	18-30x12-16 in	sun
Penstemon barbatus 'Elfin Pink'	Elfin Pink Beard Tongue	12x12 in	sun
Primula	Primrose	6-10x12 in	sun/part shade
Salvia nemorosa 'New Dimension'	Perennial Salvia	8-10x12-18 in10 in	sun
Sedum 'Vera Jamieson', 'John Creech'	Sedum	2-16x12-14 in	sun
<b>Ornamental Grasses</b>			
Festuca glauca 'Blaufuchs'	Blue Fescue	12x9 in	sun
Pennisetum alopecuroides 'Hamelin'	Dwarf Fountain Grass	12-18 in	sun
Sesleria autumnalis	Autumn Moor Grass	14x14 in	sun

The sun symbol  lets you know that this is a drought tolerant annual.