

# THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

## BY-LAW NUMBER 1727-2012

Being a By-law to govern the operation of municipal cemeteries under the jurisdiction of the Township, and in particular, governing rights, entitlements and restrictions with respect to interment rights, in accordance with the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33*, and being a by-law to repeal By-law Number 971-93.

**WHEREAS** the Corporation of the Township of Blandford-Blenheim owns and operates the following active municipal cemeteries:

Blenheim Evangelical – 9<sup>th</sup> Line Cemetery, located in the South Part of Lot 22, Concession 9 (former Blenheim)  
Drumbo Cemetery – located at 806761 Oxford Road 29, being in the South Part of Lots 17 and 18, Concession 7, (former Blenheim)  
Plattsville Cemetery – located in Lots 3,4,5 and 6 of Plan 33  
Princeton Cemetery – located at 686853 Highway 2, , being in the South Part of Lots 14 and 15, Concession 1 (former Blenheim)  
Richwood Cemetery – located at 767413 Township Road 5, being in the South Part of Lot 7, Concession 5 (former Blenheim)  
Wolverton Cemetery – located at 917699 Wolverton Road, being in the North Part of Lot 8, Concession 8 (former Blenheim)

**WHEREAS** the Corporation of the Township of Blandford-Blenheim owns and maintains the following inactive municipal cemeteries:

Anglican Cemetery – located in the South Part of Lot 14, Concession 1 (former Blenheim)  
Canning Cemetery – located in Part of Lot 4, Concession 2 (former Blenheim)  
Mennonite Cemetery- located in the North Part of Lot 2, Concession 9 (former Blandford)  
Pioneer Cemetery – located in the South Part of Lot 1, Concession 1 (former Blenheim)  
Riverside Cemetery – located in Part of Lot 5, Concession 5 (former Blenheim)  
Washington Cemetery – located in the North Part of Lot 10, Concession 12 (former Blenheim)

**AND WHEREAS** the *Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33* (the “Act”) regulates the operation of cemeteries in Ontario;

**AND WHEREAS** the Council of the Corporation of the Township of Blandford-Blenheim deems it desirable to enact a By-law to regulate the operation of municipal cemeteries;

**NOW THEREFORE** the Council of the Township of Blandford-Blenheim ENACTS AS FOLLOWS:

1. Section A: DEFINITIONS
2. Section B: GENERAL INFORMATION
3. Section C: THE SALE AND TRANSFER OF INTERMENT RIGHTS
4. Section D: BURIAL REMAINS
5. Section E: MEMORIALIZATION
6. Section F: CARE AND PLANTING
7. Section G: ITEMS THAT ARE PROHIBITED AND PERMITTED

- 8. Section H: CONTRACTOR/MONUMENT DEALERS
- 9. Section I: COLUMBARIA
- 10. Section J: RULES FOR VISITORS
- 11. Section K: APPROVAL OF BY-LAW
- 12. Section L: REPEALING BY-LAW 971-93

## A. DEFINITIONS

- 1. **Burial:** The opening and closing of an inground lot or plot for the disposition of human remains or cremated human remains.
- 2. **By-laws:** The rules and regulations under which the Cemetery (and/or Crematorium) operates.
- 3. **Care and Maintenance Fund:** It is a requirement under the FBCSA that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations is contributed into the Care and Maintenance Fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, markers and monuments at the Cemetery.
- 4. **Cemetery:** Means the Cemeteries under the jurisdiction of the Township of Blandford-Blenheim as named above.
- 5. **Cemetery Operator:** Shall mean the Corporation of the Township of Blandford-Blenheim.
- 6. **Cemetery Services:** Shall mean the following services in respect of a lot or plot;
  - i. Opening and closing of a lot, plot or niche.
  - ii. Interring or disinterring human remains.
  - iii. Preparation of foundations.
- 7. **Clerk:** Means the Municipal Clerk of the Township of Blandford-Blenheim.
- 8. **Contract:** For purposes of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.
- 9. **Corner Posts:** Shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.
- 10. **Cremation Lot:** Means any burial space intended to receive cremated remains.
- 11. **Grave:** (Also known as Lot) means any inground burial space intended for the interment of a child, adult or cremated human remains.
- 12. **Interment Rights:** The right to require or direct the interment of human remains or cremated human remains in a grave, lot, niche or crypt and direct the associated memorialization.
- 13. **Interment Rights Certificate:** The document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership

of the interment rights.

14. **Interment Rights Holder:** Any person designated to hold the right to inter human remains in a specified lot.
15. **Lot:** For the purposes of these By-Laws a lot is a single grave space.
16. **Manager:** Means the manager or managers of the cemetery or cemeteries in the Township of Blandford-Blenheim, as appointed by Council or the Cemetery Board.
17. **Marker:** Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.
18. **Monument:** Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial or lot.
19. **Niche:** An individual compartment in a columbarium for the entombment of cremated human remains.
20. **Plan:** Means the plan of the Cemetery, approved by the Ministry of Consumer Services.
21. **Plot:** For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.
22. **Register:** Means electronic or written records kept in accordance with the Cemeteries Act.
23. **Treasurer:** Means the Municipal Treasurer of the Corporation of the Township of Blandford-Blenheim.
24. **Trust Funds:** Means those funds in which a trustee may invest which are defined in the "Trustee Act", R.S.O. 1990.

## **B. GENERAL INFORMATION**

1. **Hours of Operation**  
Visitation Hours: 8:00 a.m. until sundown  
Office Hours: 8:30 a.m. until 4:30 p.m. – Monday to Friday  
Burial Hours: during daylight hours
2. **General Conduct:**  
The cemetery reserves full control over the cemetery operations and management of land within the cemetery grounds.  
No person may damage, destroy, remove or deface any property within the Cemetery.  
All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

3. **By Law Amendments:**

The cemetery shall be governed by these bylaws, and all procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically.

All by-law amendments must be:

- a) published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b) conspicuously posted on a sign at the entrance of the cemetery; and
- c) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

4. **Liability:**

The cemetery operator 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.

5. **Public Register:**

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

6. **Pets or Other Animals:**

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

7. **Right to Re-Survey:**

The Cemetery 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.

8. **Notice of Resale and Transfer of Interment Rights:**

The cemetery operator permits the interment rights holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws.

**C. THE CANCELLATION OR RESALE OF INTERMENT RIGHTS**

Purchasers of interment rights holders acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no

burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. **An interment rights holder wishing to resell their interment rights may advise the cemetery operator of their intention prior to seeking a third party buyer for their interment rights.**

**1. Cancellation of Interment Rights within 30 Day Cooling-Off Period:**

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation.

**2. Cancellation of Interment Rights after the 30 Day Cooling-Off Period:**

Upon receiving written notice from the purchaser of the interment rights, the cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

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

**3. Resale of Interment after 30 Day Cooling-Off Period:**

Unless the interment rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment rights. Once payment for the interment rights has been made in full, and an interment rights certificate has been issued, the interment rights holder(s), as recorded on the cemetery records, has the right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA.

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

**4. Care and Maintenance Fund Contributions:**

As required by sections 166 and 168 of Regulation 30/11, a percentage of the purchase price of all interment rights, and a prescribed amount for monuments and markers is contributed into the care and maintenance fund. Income from this fund is used to provide only general care and maintenance of the cemetery. Contributions to the care and maintenance fund are not refundable except when interment rights are cancelled within the 30 day cooling off period.

5. **Resale of interment or rights to a third party:**

**NOTE: ALL REALES OF INTERMENT RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR.**

The interment rights holder(s) intending to sell their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third party purchaser with a the required certificate etc.:

1. an interment rights certificate endorsed by the current rights holder
2. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
3. any other documentation in the interment rights holder(s) possession relating to the rights

The third party purchaser will be provided with the following documents by the cemetery operator :

1. an interment Rights certificate endorsed by the current rights holder
2. a copy of the cemetery's current by-laws
3. a copy of the cemetery's current price list
4. if the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
4. any other documentation in the interment rights holder(s) possession relating to the rights

The cemetery operator will require:

1. require a statement signed by the rights Holder(s) selling the interment rights acknowledging the sale of the interment rights to the third party purchaser
2. require confirmation that the person selling the interment rights is the person registered on the cemetery records and that they have the right to re-sell the Interment rights
3. record the date of transfer of the interment rights to the third party;
4. the name and address of the third party purchaser(s)
5. a statement of any money owing to the Cemetery Operator in respect to the Interment Rights.

Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third party purchaser.

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

The cemetery operator does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the cemetery operator so

desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery operators current price list amounts for interment rights.

#### **D. INTERMENTS**

Interment rights holder(s) must provide written authorization prior to a burial, or an entombment taking place. Should the interment 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.

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 cemetery office prior to a burial, or entombment taking place. A Certificate of Cremation must be submitted to the cemetery office prior to the burial of cremated remains taking place.

In accordance with the FBCSA the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial or entombment of human remains.

Payment must be made to the cemetery before a burial can take place. The interment fee includes the opening and closing of the lot and the registration of the burial. No interment shall be permitted in any lot where the Interment Rights or Lot Care and Maintenance fees have not been paid in full. The Manager of the Cemetery, his assistant or someone in the employ of the Corporation shall be in attendance at each interment.

The cemetery shall be given twenty-four (24) hours, or at least 8 business hours of notice for each burial of human remains.

Winter burials shall take place weather permitting, and in accordance with the price listed on the Cemetery Operator's current price list.

The opening and closing of graves, crypts and niches remains may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery. The Cemetery Operator will exercise all due care in making burials and interments, but is not responsible for damage to any casket, urn or other container sustained during interment or disinterment.

Remains to be buried in a grave must be enclosed in a concrete, metal and/or plastic outer container, 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. Casket only burial will be permitted only when spacing is an issue.

Cremated remains are not permitted to be scattered on a grave.

The Township 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 Township 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 Township. In the event any such error may involve the disinterment of remains, the Township shall first obtain the approval of any regulatory authority and the interment rights holder.

Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the cemetery office 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).

Not more than one burial shall be made in any single grave except:

- In areas designated for double depth burial. The first interment must be made at the lower level.
- That of the cremated remains of not more than four persons
- Or a 60.96 x 30.48 cm (24" x 12") infant container may be buried at the head end of a single grave in which a casket containing human remains has been buried, provided space is available.
- Or one (1) cremated remains of either the spouse and/or child of the interment rights holder at the head end of a single grave.

#### **E. MEMORIALIZATION**

The Monument Companies on behalf of the Cemetery Operator collect the Care and Maintenance fee prescribed in the Cemeteries Act when a Marker/Monument is ordered. The interest earned from the Marker/Monument Care and Maintenance trust fund will be used to maintain the markers or monuments. The Cemetery Operator is not responsible for items that were not subject to the Monument Care and Maintenance fee.

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, or removed without permission from the cemetery operator.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The cemetery operator 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.

The cemetery operator 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.



All foundations for monuments and markers shall be built by, or contracted to be built for, the cemetery operator at the expense of the interment rights holder.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator 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.

The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument, or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the trustees.

A monument, private mausoleum, or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including: dimensions, material of structure, construction details, and proposed location.

In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

All monuments and markers shall be constructed of bronze or natural stone (i.e. granite).

Candle holders and vases may constitute part of a monument if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant.

- Candle holders must be included in determining the overall size of the memorial.
- A maximum of two candles or vases shall be placed on the base of a monument. They must be centered on the end or ends of the base.
- A candle holder must be adequately drained to prevent any collection of water.
- Candle holders must be fully enclosed on all sides by a door or lid.

No monument or marker will be delivered to the cemetery without the Request for Installation form containing the following information:

- The Interment Rights owners' name and address.
- Instructions for placement of the marker or monument.
- The dimensions in the case of a flat marker.
- In the case of a monument:
  - o The dimensions of the die, height, width, length.
  - o The dimensions of the base, height, width, length.
  - o The overall size of the monument.
  - o A description of the monument; colour and design.
  - o The appropriate amount for the Care & Maintenance Fund in relation to the size of the marker/monument as set out in the Cemeteries Act R.S.O. 1990, must accompany the monument or work order.

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 Cemetery Operator.

No foundations may be constructed after November 15<sup>th</sup> in any year and before April 1<sup>st</sup> in the following year.

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 interment rights holder and/or the supplier, the foundation must be immediately removed and rebuilt by the Corporation at the expense of the interment rights holder. Foundations will be not less 1.22 metres (4 feet) deep and they will be set at the Manager's direction.

- The required concrete mix for foundation will be
  - 20 MPA
  - 75 mm slump
  - 20 mm aggregate
  - 5% ± 1% Air Entraining agent
  - Trowel finish all edges
- The surface area shall be flush with the surrounding ground level and shall provide a level surface free of defects.
- Foundations must be cured for a minimum of 48 hours before placing the monument.
- Contractors shall be under the supervision of the Township and shall be responsible to pay the supervisory fee, as filed with the Ministry.
- No concrete shall be placed until a representative of the Township 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 the concrete shall be thoroughly consolidated to eliminate all air pockets and honeycombs. No concrete shall be placed to overlap concrete that is partially set.
- Defective areas must be repaired to the approval of the cemetery management. 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 1.27 cm (½ inch). All rubbish and excavated material shall be removed from the excavation site to a place designated by the Manager.

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.

Single lot: height: 1.52 meters (5 feet); Width 76.20 cm (30 inches); Base (minimum) 30.48 cm (12 inches); Die (minimum) 20.50 cm (8 inches)

Double lot maximum: is allowed one upright monument unless designated Flat Marker only and only 2 footstones are allowed.

## **F. CARE AND PLANTING**

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds. Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of mausoleum and columbarium
- Repairs and general upkeep of cemetery maintenance buildings and equipment

No person other than cemetery staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

No person shall plant trees, flower beds or shrubs in the cemetery except with the approval of the cemetery. Dwarf evergreens are permitted only on lots having a monument and only one shall be planted on either side of the monument. All plantings must be approved by the Manager.

Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery.

#### **G. ITEMS THAT ARE PROHIBITED AND PERMITTED**

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.

The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminishes the otherwise tidy appearance of the cemetery.

The cemetery reserves the right to remove all flowers, potted plants, wreaths and basets of flowers when they become withered or for any other reason the Manager deems such removals to be in the best interest of the Cemetery.

Artificial flowers are permitted, provided they are properly maintained and not detrimental to the general maintenance of the cemetery.

Vases, urns and glass jars are prohibited.

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 cemetery.

Flower beds not exceeding 45.72 cm (18 inches) in width shall be permitted around the bases of monuments, and where there is no monument, can only be made by permission of, and under the supervision of the Manager. Planting of borders around lots is prohibited.

To preserve the orderly appearance in the cemeteries, any flower bed of the previous year which has not been planted by June 15<sup>th</sup>, may be sodded by the cemetery and the cost charged to the interment rights holder.

Flower beds are required to be cleared of tender plants after the first frost of the autumn. Rights Holders desiring to take any plants away should do so before their removal becomes necessary.

Potted plants must be buried but must be placed on top of the ground as close to the monument base as practical.

Artificial wreaths without glass or plastic covers are allowed to be placed on the lot after October 15<sup>th</sup>, provided they are securely fastened to the monument, or where there is no monument, mounted on a stand of at least 76.20 cm (30 inches) high and securely anchored to the ground.

To preserve the proper maintenance of the grounds, artificial wreaths must be removed before April 1<sup>st</sup> of each year, otherwise the cemetery authorities will remove them.

## **H. CONTRACTOR/MONUMENT DEALERS**

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the Cemetery Operator 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 cemetery manager and provide the necessary approvals before commencing work at any location on the cemetery property.

Prior to the start of any said work, contractors must provide proof of  
WSIB coverage  
Occupational Health and Safety compliance standards  
Environmental Protection  
WHMIS  
Evidence of liability insurance of not less than \$2,000,000.00

All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends or statutory holidays, unless approval has been granted by the cemetery operator.

No work will be performed at the cemetery except during the regular business hours of the cemetery.

Contractors shall temporarily cease all operations if they are working within 100 metres 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.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

## **I. COLUMBARIA BYLAWS**

Payment must be made to the Cemetery Operator before an interment may take place

Only the Cemetery Operator may open and seal niches for interments. This applies to the inside sealer and the niche front.

The interior dimensions of a niche are 12 inches x 12 inches x 12 inches.

A niche will hold a maximum of two standard sized units.

Urns or containers placed in a niche must be made of a solid substance such as plastic, marble, pewter or ceramic. Wooden or cardboard containers are not permitted.

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.

No person other than cemetery staff shall remove or alter niche fronts.

## **J. RULES FOR VISITORS**

Visitors are always welcome at the Cemetery during the open hours, from 8:00 a.m. until sundown. They are asked to respect the peaceful environment.

No parades other than funeral processions shall be admitted to or be organized within the Cemetery.

Children under the age of sixteen (16) years are welcome in the Cemetery when accompanied by an adult who shall be responsible for their conduct and shall see that they do not run over the lots or climb upon the monuments.

No person shall operate a vehicle within the Cemetery at a rate of speed in excess of 20 km per hour and shall not leave the roadways or park on the grass, unless directed to do so by the Corporation.

No person shall operate pleasure vehicles in the Cemetery, i.e. motor/dirt bikes, all terrain vehicles, snowmobiles.

Proprietors of vehicles and their drivers shall be held responsible for any damage done by them. Vehicles must stay on roadways.

No person shall discharge firearms, other than in regular volleys at burial services is prohibited in and around the Cemetery.

No person shall permit dogs or other pets in the Cemetery.

No person shall picnic in the Cemetery grounds.

No persons shall consume alcoholic beverages in the Cemetery or carry same upon the premises.

Any person who, in the Cemetery, damages or moves any tree, plant, Marker, fence Structure or other thing usually erected, planted or placed in a Cemetery is liable to the Cemetery and to any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the State that it was in before anything was damaged or moved by the person liable.

Any complaints by Interment Rights Holder or visitors should be made to the Cemetery Operator and not to workers on the grounds.

No tips or gratuities are to be given to Cemetery workers by visitors, Interment Rights Holders, or suppliers, nor shall a Cemetery worker Contractor or Township of Blandford-Blenheim employee accept any.

Any article that 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, may be removed by the Cemetery. An article removed will be held by the Cemetery for collection and all reasonable care will be made to notify the Interment Rights Holder at their last known address. If not collected, it will be disposed of after one month.

No person shall throw rubbish 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.

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

Every person who violates any of the above Rules for Visitors may be asked to leave the cemetery. Every person who does not leave the cemetery immediately after he or she is directed to do so by a duly authorized agent of the Cemetery Operator, is guilty of an offence under the Trespass to Property Act, and on conviction is liable to a fine of not more than \$2000.00.

**K. THAT** this by-law shall come into force and effect upon being finally approved by the Registrar of Cemeteries.

**L. THAT** By-law Number 971-93 enacted the 5<sup>th</sup> day of May, 1993 is hereby repealed upon approval and enactment of this by-law.

By-law **READ** a **FIRST** and **SECOND** time this 1st day of August, 2012.

(SEAL)

\_\_\_\_\_  
MAYOR  
Marion Wearn

\_\_\_\_\_  
CLERK  
Fran Bell

By-law **READ** a **THIRD** time and **ENACTED** in Open Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

(SEAL)

\_\_\_\_\_  
MAYOR  
Marion Wearn

\_\_\_\_\_  
CLERK  
Fran Bell