The By-Laws
Of the
Aylmer Cemetery

Aylmer Cemetery

License# 3268111

Office Hours: Mon-Fri 9:00am-2:00pm

Address:
P.O Box 222
Aylmer, On N5H 2R9

Contact Information:

Telephone:579-773-2181
aylmercemtery@gmail.com
www.aylmercemetery.com

Table of Contents

ARTICLE 1 DEFINITIONS 4
ARTICLE 2 GENERAL INFORMATION 6
ARTICLE 3 SALE AND TRANSFER OF LOTS 8
ARTICLE 4 INTERMENTS 11
ARTICLE 5 DISINTERMENT 13
ARTICLE 6 MONUMENTS AND MARKERS 14
ARTICLE 7 RULES FOR GARDENING AND PLANTING 17
ARTICLE 8 ARTICLES PLACED ON INTERMENT RIGHTS 18
ARTICLE 9 COLUMBARIUM NICHES 19
ARTICLE 10 RULES FOR CONTRACTORS 20
ARTICLE 11 RULES FOR VISITORS 21
ARTICLE 12 COMBINED HUMAN AND CREMATED PET INTERMENT 22

A Resolution by the Board:

The Cemetery shall function without purpose of gain for its members and any profits or other gains to the organization shall be used in promoting its purpose of operating a public Cemetery.

Preface:

A History of the Aylmer Cemetery

The first burial in the Aylmer Cemetery was a Mrs. Donald McLachlin in the year 1837. This was the only burial that year.

In 1838 two daughters of Daniel and Elizabeth Davis, Eleanor aged 13 and Emiline a aged 18 were buried in the Cemetery. The girls had apparently attended a dance and on returning they took two pails of hot coals to their bedroom for heat. The oxygen burned off and the two girls died of carbon monoxide poisoning.

As the population grew so did the use of the Cemetery. The samples below give an indication of the number of burials:

1849 – 4 (four) burials
1875 – 18 (eighteen) burials
1900 – 26 (twenty-six) burials
1925 – 82 (eighty-two) burials
1950 – 75 (seventy-five) burials
1972 – 94 (ninety-four) burials
1990 – 93 (ninety-three) burials

The Cemetery first considered of four acres which was donated by a Mrs. Davis who owned most of the land around it. In1899 another four acres was added at a cost of $300.00. Various other additions have been made over the years, the last of which was 8 acres purchased from Harold Hambidge Orchards in 1959 this brought the total up to 32acres.

Many physical improvements have been made in the Cemetery. A windmill and tank were erected and galvanized pipe installed to supply water throughout the Cemetery. In 1923, the Cemetery Board bought five or six acres from Charles Roberts for $2000 on which were located a house and a barn. In 1926 the Board hired Mr. Clayton Kilmer to move the house to another location on the Cemetery at a price of $1020. This price included foundation, moving and all alterations acceptable by the Board. In 1928 a steel picket fence was erected across the front of the Cemetery. The fence is now one quarter mile long and the gates have been widened to accommodate the larger vehicles of recent years. A chapel and receiving vault were erected in 1930. A new barn was built in 1955 to replace the original which had become very ramshackle and finally the new house and office were built to accommodate the Cemetery superintendent in 1961. Up to the year 1902 each plot holder was responsible for the care and maintenance of his own lot. However, in that year the I.O.O.F. lodge took action to improve the care of the Cemetery and instituted a Decoration Day.

The idea took root and year after year more people followed the example of the Odd Fellows until today the custom is a widely accepted one. When Decoration Day began the Odd Fellows went to the graves of all departed members and placed a bouquet of flowers on the graves. However, by 1955 the number had grown so large that the Odd Fellows bought a tract of swampland in the Cemetery and filled it in to make a beautiful permanent memorial. The Royal Canadian Legion followed the same pattern as the I.O.O.F. First, they placed a small flag and bouquet of flowers on the grave of each departed comrade, but they have now installed a permanent memorial.

The Cemetery records show that in 1899 the secretary treasurer Andrew Murray was paid $10 for keeping the books and correspondence. George Sears was also paid $10 for cutting the grass and weeds. In 1905 the Cemetery Board decided that they should have a permanent caretaker. Therefore J.W Hutchinson personally pledged $100 toward a permanent caretaker if the donations did not come forth. The community donated $326 so Mr. Hutchinson didn't have to ante up the $100. The Board then hired a permanent caretaker for $9 per week for 6 days per week.

In 1911, Mrs. Temperance J. Teeple left a legacy of $55 for a fund to provide perpetual care for her plot. This commenced the idea of perpetual care in Aylmer Cemetery and over the years many people have left donations to the Cemetery for this purpose. The Cemetery is run by a Board. Originally there were four members and a secretary. This has now been raised to six members and a secretary. If a member resigns or leaves for any reason a new member is appointed by the remaining members.

In 1967, Mr. Fred Kristoff and his family undertook to rewrite all the records and recorded all the names from every monument and markers in the Cemetery as a centennial project. The names have been recorded under an alphabetical and yearly system which makes it easy for any person who wishes to trace their ancestors to obtain the facts and locations of graves. Since this has been done there have been many requests for assistance.

Aylmer is indeed fortunate to have such a fine well cared for Cemetery. The Aylmer Cemetery is licensed to act as a Cemetery in accord with the Funeral, Burial and Cremation Services Act ,2002.

The Aylmer Cemetery Board of Trustees wishes to provide and maintain efficient and economical operations dedicated to the protection of the interest for all Rights Holders in maintaining and continuation of a safe and beautiful Cemetery. It is our hope that by a co-operative effort we can keep the Cemetery attractive and peaceful.

ARTICLE 1

DEFINITIONS

1.1 In these by-laws:

"Act" means the *Funeral, Burial and Cremation Services Act, 2002*, as amended from time to time.

"Care and Maintenance Fund" mean the trust fund established pursuant to the Act and Regulations thereto for the purpose of providing money for the care and maintenance of the Cemetery.

"Cemetery" means the Cemetery operated by the Company located at 8152 Imperial Rd.

"Cemetery Contract" means the contract for Interment Rights and/or cemetery services entered into between the Company and the purchaser of cemetery services.

"Company" means Aylmer Cemetery Board

"Columbarium" means a structure or building, other than a mausoleum, used as a place for the interment of cremated remains in individual sealed niches or compartments.

"**Cremated remains"** mean human bone fragments that remain after cremation of a deceased human body.

"Disinterment" means the removal of a casket or cremated remains from a closed grave, niche, or crypt.

"Grave" means a space in the ground for burying human remains.

"Human remains" means a deceased human body and includes cremated remains.

"Interment Certificate" means the certificate or deed issued by the Company to the Interment Rights Holder, once the Interment Rights have been paid in full, for the right to inter human remains in a lot, specifying the ownership of the Interment Rights.

"Interment Fee" includes the opening and closing of the lot, use of lowering device and earth cover and other necessary services.

"Interment Rights" means the right to require or direct the interment or entombment of human remains in a grave or lot.

"Interment Rights Holder" means any person having a right to or an interest in Interment Rights within the Cemetery grounds and shall include the heirs, executors and administrators of the Interment Rights Holder.

"Lot" means any area in the Cemetery containing, or set aside to contain, human remains and shall include single graves, garden crypts or columbarium niches and shall also include subdivisions of lots.

"Monument" means an upright memorial, a "Marker" means a flat lying memorial.

"Niche" means an individual compartment in a columbarium for the entombment of cremated remains.

"Registrar" means the Registrar appointed under the Act.

"Regulations" means the *Funeral, Burial and Cremation Services Act, 2002,* O. Reg 30/11, as amended from time to time.

ARTICLE 2
GENERAL INFORMATION

2.1 **Change in By-laws.** The Company is governed through these by-laws and the Act. The Company may change from time to time, modify or repeal these by-laws, or parts thereof, in such manner as will best serve the interests of the property under its care. Where it can be done without detriment to the interests of others, the Company may temporarily suspend or modify any by-laws without affecting their general application or enforcement. All changes to the by-laws are subject to the approval of the Registrar. A copy of the by-laws is available to each purchaser. A fee may apply for additional and/or copies. Please visit our website to view the by-laws.

If any portion of these by-laws is inconsistent with the Act or the Regulations, the provisions of the Act or the Regulations shall apply, and the validity, legality or enforceability of the remaining provisions of these by-laws shall not in any way be affected or impaired thereby.

2.2 **Ownership of Cemetery Lands.** Ownership of all Cemetery lands remains vested with the Company at all times. An Interment Rights Holder only has the right and privilege to direct the interment of human remains, and the installation of monuments, markers and inscriptions, and supplies, subject to these by-laws.

2.3 **Changes to Cemetery Grounds.** The Company may alter the boundaries or grading of any section or portion of the Cemetery from time to time and may modify or change roads, drives and walks. It also reserves the right to lay, maintain, operate, alter and change from time-to-time lines or gutters for water supply and drainage systems and generally to use the entire property for cemetery purposes with rights of ingress and egress over lots for all purposes for the proper maintenance and care of the Cemetery, subject to the approval of the proper governmental authorities where necessary.

2.4 L**iability for Loss or Damage.** The Company assumes no liability or responsibility for the loss of, or damage to, any lot, columbarium niche, niche, marker, monument, garden bed (including border and plant material), shrubs or articles that may be placed on an Interment Right save and except as noted below.

The Company shall not be responsible for replanting or replacing plants, shrubs or trees in the event of their destruction or damage to any plants, shrubs or trees from causes other than negligence on the part of the Company. Its liability, if any, shall be fully satisfied by a reasonable effort to correct same.
The Company is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.
The Company shall take reasonable precautions to protect the property of the Interment Rights Holders located on or in the Cemetery but it assumes no liability or responsibility for the loss of, or damage to any marker, or part thereof, or of any article of any type that may be placed on any lot, grave, crypt or niche. Any articles of remembrance placed on lots are the sole responsibility of the Interment Rights Holder.

2.5 **Public Register.** Provincial legislation- Section 110 of O. Reg. 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

2.6 **Right to Re-Survey.** The Company 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.

2.7 **Correction of Errors.** The Company reserves the right to correct any errors that may be made by the Company in making interments, disinterment's or removals, or in the description, transfer, or conveyance of any interment rights, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or by re-funding the amount of money paid on account of the said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Interment Rights Holder of said property shall be notified, and the error will be corrected. The Company shall also have the right to correct any errors in inscription and, without limiting the generality of the foregoing, the inclusion of an incorrect name or date, either on a memorial or a container for cremated remains.

2.8 **Notice**. All notices required to be given to Interment Rights Holders may be given personally to the Interment Rights Holders and/or may be mailed to the Interment Rights Holders or their legal representatives at their last post office address as recorded in the books of the Company.

2.9 **Fees.** All fees for services, supplies and interment rights are set out in the Company's price list in compliance with the Act. The price list is available without charge upon request. **Please visit our website to view both the pricelist and by-laws.**

2.10 Care **and Maintenance Fund.** The Cemetery is maintained through the use of the Care and Maintenance Fund. All Interment Rights are covered by this plan. It is required under the FBCSA and O Reg. 30/11 and 184/12 that a prescribed amount or percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at 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.

ARTICLE 3
SALE AND TRANSFER OF LOTS

3.1 **Prices and Terms.** Interment Rights in lots, crypts, niches and single graves for burial shall be sold at such prices and on such terms as may from time to time be fixed by the Company. Where sales are made on an installment plan, no interment shall be made therein until the purchase price has been paid in full, in addition to the Interment Fee. No Interment Certificate shall be issued until the purchase price is paid in full. Purchasers of Interment Rights holders acquire only the right to direct the burial of human remains and of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery by-laws. In accordance with the Cemetery by-laws, no burial, entombment or installation of any monument, marker, inscription, or memoralization 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. Payment under the contract shall be applied first to the purchase of the Interment Rights before being applied to the purchase of any other supplies or services.

3.2 **Service and Supplies.** The purchase of Interment Rights does not include the Interment Fee. Additional charges shall be incurred based on the supplies or services provided in connection with the interment, or placement in accordance with the Company's then prevailing price list.

3.3 **Form of Certificate.** The Interment Certificate shall be in such form as may from time to time, be adopted by the Company in compliance with the Regulations. The Interment Rights set out in the Interment Certificate are subject to these by-laws and such other by-laws and regulations as may from time to time be determined by the Company. The Interment Certificate will be mailed to the Interment Rights Holder by registered mail within 6 weeks of the Company receiving payment in full, unless other arrangements are made between the Interment Rights Holder and the Company.

3.4 **Cancellation or Resale of Interment Rights**. 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. However, if any portion of the interment rights purchased have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

3.5 **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 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.

3.6 **Resale of Interment Rights after 30 Day.** 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 interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and O. Reg. 30/11 and 184/12. 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. The resale of Interment Rights by the Interment Rights Holder to a third party is <u>permitted</u>, in accordance with the Act and Regulations, before the Interment Rights are exercised. No person shall purchase interment rights for the sole or primary purpose of reselling the rights with a view to making a financial gain. The Interment Rights Holder may not sell rights to a third party for more than the price set out in the Company's then current price list. The original Interment Certificate cannot be transferred but must be returned to the Company.

3.7 **Requirements for resale of interment rights is <u>Permitted</u> by the cemetery operator.** The rights holder has the right to sell their interment rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the Cemetery's current price list as the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the Cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

The Interment Rights Holder(s) who intends to see their rights shall provide the following documents to the Cemetery operator so that the operator can be satisfied with the authority and identity of the seller, confirm the ownership of the rights and provided the third-party purchaser with the required certificate etc.:

(a) An interment rights certificate endorsed by the current rights holder.
(b) 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.
(c) Any other documentation in the interment rights holder(s) possession relating to the rights.

Upon receipt of the required documentation and payment the Company shall amend its records and issue a new Interment Certificate.

No such sale or transfer shall be made until all arrears due for the purchase price have been paid in full.
The Third-party purchaser will be provided with the following documents by the cemetery operator:

(d) An interment rights certificate endorsed by the current rights holder.
(e) A copy of the cemetery's current by-laws.
(f) A copy of the cemetery's current price list.
(g) 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.
(h) Any other documentation in the interment rights holder(s) possession relating to the rights.

The cemetery operator will require:

(a) 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.
(b) 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 right.
(c) Record the date of transfer of the interment rights to the third-party.
(d) The name and address of the third-party purchaser(s).
(e) A Statement of any money owing to the cemetery operator in respect to the interment Rights.

Once the endorsed certificate and all required authorization and 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 right 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 operator's current price list amounts for interment rights.

3.8 **Proof of Inheritance**. As soon as possible after the death of an Interment Rights Holder, or after the death of any one of the Interment Rights Holders, if the rights are in the name of more than one person, the matter of future ownership and authorizations as to permission for further interments should be taken up with the Company.

ARTICLE 4
INTERMENTS

4.1 **Burial 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 Cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains taking place. Payment must be received for any Interment Fees as well as for the Interment Rights in the space being utilized before any interment may take place.

4.2 **Written Order from Interment Rights Holder Necessary.** 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 in keeping with the Succession Law Reform Act I.e. Personal Representative, Estate Trustee, Executor or next of kin.

4.3 **Contract Requirement**. In accordance with the FBCSA and O. Reg 30/11 and 184/12 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.

4.4 **Information Required.** In each case of interment, a written statement (the "interment form") shall be provided to the Company by the Interment Rights Holder(s) or its legal representatives giving the name of the deceased, the deceased's date of birth, the last residence (with street address, if any) and the date

of death of the deceased, the name of the funeral director or transfer service (if any), the type of container being used, and the precise location of the grave to be opened designated by a diagram drawn on the back of the statement (if it is out of the ordinary). The Company shall not be responsible for any errors resulting from incorrect information or lack of specific information. All deliveries to the Cemetery were known infectious/contagious diseases are present shall be scheduled prior to delivery in accordance with the Company's policies.

4.5 **Telephone Orders.** Where an order for an interment is given by telephone, the Company shall not be responsible for any errors or misunderstandings that may arise.

4.6 **Notice Required**. Notice of each interment to be made shall be given to the Company office at least 2 Business days prior to the interment at the discretion of the Company. The Company shall not be responsible for having graves prepared for funeral unless such notice is given. In the case of winter interments, notice of the Interment must be given to the Company office at least 3 business days prior to the interment.

4.7 **Employee Must Be Present.** An employee of the Company must be in attendance at each interment.

4.8 **Opening of Lots.** No grave, niche or crypt will be opened for interment or disinterment by any person not in the employment of the Company.

4.9 **Number of Interments in One Grave.** Adult sized graves are 1.22 metres by 3.05 metres in size and may hold up to: 1 casket and 3 cremated remains **OR** 4 cremated remains.

4.10 **Cremation Interment Lots and Urns.** Cremation lots are .90 metres by .90 metres in size and will accommodate up to 3 cremated remains.

4.11 **Scheduling.** Every effort will be made to complete an interment on the assigned day and time. If, due to inclement weather conditions, health and safety concerns, or conditions beyond the Company's control, an interment cannot be made at the scheduled time, the Company reserves the right to reschedule the interment.

4.12 **Restrictions on Scheduling.** No interments will be permitted after 3:00 p.m. from Monday to Friday and after 3:00 p.m. on Saturdays at the discretion of the Company. Except in cases of extreme necessity, such as where a danger of contagion, infection or epidemic is present, interments or entombments shall not be made on Sundays or statutory holidays, unless by order of the local health authorities or as permitted by the Company. If an interment is made on a Sunday or statutory holiday additional fees may be charged at the rates set out in the price list.

4.13 **Closed Container.** The casket or container must be closed before it is lowered into the grave. A body delivered to the Cemetery for interment must be delivered

in a closed casket or container and will be buried in such casket or container. All such caskets or containers must be of sufficient strength to allow for safe interment (as determined by the Company in its sole discretion).

4.14 **Depth of Earth Over Interment.** The Cemetery operator shall ensure that the outside container/remains must be buried at least 0.61 metres or two (2) feet beneath the natural level of the ground surface.

4.15 **Pets or Other Animals.** Only human remains shall be interred in the Cemetery with the exception of Combined Cremated Human and Pet Remains Burial Section as defined in By-law 12.0

4.16 **Scattering of Cremated Remains.** Scattering of cremated remains is prohibited anywhere on cemetery grounds.

ARTICLE 5
DISINTERMENT

5.1 **Disinterment.** No disinterment shall be made without the written consent of the local medical officer of health and the Interment Rights Holder(s), except on an order from a Court or as provided in the Act and the Regulations. The Interment Rights Holder(s) may be required to enter into a contract for cemetery services in a form provided by the Company except as otherwise permitted by the Act or required by law. A certificate from the local medical officer of health is not required for the disinterment of cremated remains from a lot or the removal of cremated remains from the Cemetery. A disinterment may also be ordered by certain public officials without the consent of the Interment Rights Holder(s).

5.2 The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the Cemetery. Should a new casket, urn, container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the Cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

5.3 Disinterment will be scheduled at a day and time designated by the Cemetery operator. The cemetery operator reserves the right to close the Cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the Cemetery to attend a disinterment shall be allowed to enter the Cemetery or the section involved during a disinterment. See no. 5.5

5.4 If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

5.5 Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

5.6 **Contagious Diseases.** The remains of persons dying from contagious diseases are not to be disinterred except when a Medical Officer of Health, or other public officers having authority at the time, approves of the disinterment and prescribes such procedures or precautions as they consider necessary. The disinterment, in accordance with such procedures or precautions, will be made at the expense of the person applying.

5.7 **Witnesses.** The Company may prohibit any witnessing of the disinterment if it feels at its sole discretion that the health or safety of anyone present may be at risk.

5.8 **Cremated Remains.** The Company will not be responsible for any failure with and/or damage to any cremation urn/container or cremation outer container which occurs during the course of the disinterment. Due to the length of time a cremation urn/container has been buried and/or the conditions to which it has been exposed, the Company cannot guarantee that it can retrieve a cremation urn or cremation container buried in a lot as they may not be recoverable. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the disinterment.

5.9 **Transportation out of Cemetery.** The transporting of the human remains out of the Cemetery is the responsibility of the party authorizing the disinterment, including all costs associated therein.

ARTICLE 6
MONUMENTS AND MARKERS

6.1 **Temporary Markers.** Temporary markers supplied by funeral homes may be placed on a lot up to 1 month from the date of interment, after which date, they may be removed.

6.2 **Application and Design Submissions**. Applications for foundations must be made in writing to the Company and signed by the Interment Rights Holder(s) and the monument dealer. Design of the monumental work to be erected with the dimensions shown and the material and finish of each part specified must be submitted to the Company and must receive approval before orders for

foundations will be executed. A monument should be designed with reference to its surroundings and with consideration being given to the size and design of other monuments near the lot.

6.3 **Flat Markers.** Flat markers will only be allowed in the section designated by the Company where the choice of either upright or flat markers is allowed. Flat markers are to be flat on top, embedded in cement and placed level with the ground, set by employees of the board, and must not be larger than 14 inches by 24 inches per single grave. The dimensions of flat markers for two or more graves are subject to approval of the Company. Only markers of granite, marble or bronze will be permitted. Flat markers will not be received for installation after Nov 1st or before April 1st in the following year, or at the discretion of the superintendent.

6.4 **Raised Markers.** Raised markers are only allowed in the monument row unless the family plot has raised markers.

6.5 **Cremation Lots.** Cremation lot markers must be granite or bronze up to a maximum of 12 inches by 24 inches and set level with the ground.

6.6 **Dimensions (Upright).** In the upright memorial section, monuments for single graves may have a base of 36 inches by 14 inches by 8 inches and the die must not be more than 30 inches wide and not less than 6 inches thick and may not exceed a height of 36 inches from ground level to the top of the die. Memorials for 2 grave lots may not have a base of not more than 84 inches by 16 inches by 12 inches, and the die must not be more than 78 inches wide by 48 inches high and not less than 6 inches thick. The monument cannot exceed 60 inches (ground level to top).

6.7 **Dimensions (General).** No monument shall be less than 3 inches in thickness at its narrowest point. Monuments must not be less than 6 inches wide at the point of contact with the base and not less than16 inches high.

6.8 **Foundations.** The foundation of the monument must be not less than the area of the base of the monument and, if incorrect dimensions have been given on the application form, the foundation will be removed and rebuilt at the monument dealer's expense, failing the payment of which the Interment Rights Holder will be responsible for payment.

6.9 **Materials.** Monuments shall be made of granite only No artificial or perishable material nor sandstone or limestone or fieldstone shall be allowed in a monument.

6.10 O**ne (1) Monument Per Lot.** Only one upright monument shall be allowed on a permitted lot. Up to three maximum sizes of 24 inch by 14-inch flat marker may also be included.

6.11 **Shared Memorials.** Adult grave lots which are back-to-back may use a monument inscribed on both sides, providing the monument is located on one lot only. All inscriptions are subject to approval of the Company. If a monument dealer is providing the engraving, a full-scale drawing showing all the detail of the

proposal must be submitted to the Company for approval prior to any work being undertaken. The Interment Rights Holder (s) will be held responsible for any costs which arise when improper or unapproved work is undertaken and any damage to the Cemetery or another Interment Rights Holder's property results.

6.12 **Foundation Installation**. All foundations shall be installed by the Company who shall perform all work in setting markers or preparing for erection of the monument, and the charge of same shall be in accordance with the price list issued by the Company from time to time. Payment for foundations must accompany the order which must be received at least 15 working days before setting is to be commenced. All orders must be signed by the Interment Rights Holder(s). No foundation may be constructed after Nov 1st in any year and before April 1st in the following year, or at the discretion of the superintendent.

6.13 **Foundation Location**. The Interment Rights Holder(s) and monument dealers must obtain direction from the Company as to whether markers are to be placed at the head or foot of the grave.

6.14 **Maintenance.** Although the Company is obliged to maintain all monuments, markers and memorials to ensure the safety of the public and to preserve the dignity of the Cemetery, all other repairs and maintenance of markers are the responsibility of the Interment Rights Holder(s).

6.15 Monuments are owned by the interment rights holder, and the Cemetery operator is not responsible for their loss or deterioration. Interment rights holders may wish to consider adding memorials to their own insurance coverage.

6.16 The Cemetery operator will take reasonable precautions to protect the property of interment rights holder, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is a result of negligence by the Cemetery.

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

6.18 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 to remove the risk.

6.19 **Monuments Out of Repair. The** Company shall notify the Interment Rights Holder in writing of the fact that the Company may take such action as it considers appropriate to ensure the safety of the public and to preserve the dignity of the Cemetery in relation to lots where markers, foundations or other structures are out of repair.

6.20 **Removal of Markers.** When any marker, memorial or structure of any kind is to be removed, any inscription is to be made, or any cleaning is to be done, the Company will allow such work after notification has been given to the office.

6.21 **Inscription**. No inscription shall be placed on any monument, marker or tablet which is not in keeping with the dignity and decorum of the Cemetery. No lettering will be allowed on the side of a monument facing an adjoining lot where there is no room for a grave between the monument and the boundary of the lot.

6.22 **Corner Posts.** The Interment Rights Holder may on the receipt of the Interment Certificate and at their expense, have an official of the Company place bronze, granite or marble landmarks 6 inches square and not less than 6 inches deep, dressed on all sides and bearing the lot and section number or initial legibly and permanently marked thereon at the corners of the lots assigned to them, provided that such posts shall be set level with the ground.

ARTICLE 7
RULES FOR GARDENING AND PLANTING

7.1 **Prior Permission**. Interment Rights Holders wishing to do planting or gardening must first obtain permission from the Company who may specify what, when and where the same may be planted.

7.2 **Care.** Persons planting flowers shall properly care for same during the growing season and shall remove them after the first frost leaving the bed in a neat and tidy condition.

7.3 **Right to Remove.** The Company reserves the right to remove any trees, shrubs or flowers and to remove or lay any sod where it deems it in the best interests or appearance of the Cemetery.

7.4 **Beds Not Planted.** Any flower bed not planted by June 15 may be sodded by the Company.

7.5 **Removal only with Permission**. No trees, shrubs, flowers or cuttings of flowers may be removed without permission of the Company.

7.6 **Memorial Wreaths**. In order to preserve the proper appearance of the grounds, memorial wreaths may be placed on a lot from Nov.15 in each year to April 1 of the following year after which date, they will be removed.

7.7 **Supervision.** To ensure neatness and to preserve the beauty of the Cemetery, the Company shall have supervision of flowers and other removable mementos and objects placed upon crypts, graves and lots, and shall determine when it is necessary or desirable to remove or disallow the same.

7.8 **Rubbish.** Rubbish shall not be thrown on roads, walks or any other part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of weeds, decayed flowers, plants and rubbish.

7.9 **Implements and Materials.** Implements or materials used in doing any work within the Cemetery by an Interment Rights Holder shall be removed without delay and, if this is not done, the Company may remove the same and charge any expense for doing so to the Interment Rights Holder(s).

7.10 **Grading.** No Interment Rights Holder shall change the grading of any lot, and, in case of any such change, the Company may restore the lot to its original grade at the expense of the Interment Rights Holder(s).

7.11 **No Changes.** Unless authorized by the Company, no person shall make any walk, cut any sod, or move corner posts or markers in the Cemetery.

ARTICLE 8
ARTICLES PLACED ON INTERMENT RIGHTS

8.1 **Vases, Urns and Stands**. Vases, urns and flower stands are not permitted on any lot except as set out in Section 8.2.

8.2 **Artificial Flowers.** Artificial flowers are permitted providing they are in a vase which can be turned into the ground when not in use; faded and or unsightly artificial flowers will be removed by the Company.

8.3 **Borders, Fences, Railings, and Gardens**. Borders, fences, railings, walls, decorative stone, cut stone copings and hedges in or around lots are prohibited, and the Company will remove any of such items which it deems unsightly or objectionable. Flower gardens and lawn edging are only permitted on traditional lots and subject to the Company's approval.

8.4 **Candles.** Lighted candles, incense, or other flammable articles may be placed on an in-ground lot only when attended by an adult. All lighted candles and incense must be extinguished prior to leaving the Cemetery. Any damage caused by candles, incense or flammable articles is the direct and full responsibility of the Interment Rights Holder(s). The Company does not assume any liability in this regard.

8.5 **Candleholders, Chairs, Pottery, etc**. Candles and in-ground candleholders are only permitted in designated locations adjacent to the base of an upright monument and must be made of bronze. In sections where only flat markers are permitted, candleholders may be incorporated in a bronze marker in place of the flower vase. No chair, wooden or wire trellis, arch, iron rods, pottery, glass, cellophane or similar articles shall be brought to or left upon any part of the

Cemetery. Solar lights are not allowed on lots, unless the Company by design has made for such provision. (inside maintained flower bed)

ARTICLE 9
COLUMBARIUM NICHES

9.1 **Columbarium Niches**. Columbarium Niches, for above-ground permanent custody of cremated remains in urns, are provided outdoors or indoors for single or double interment.

9.2 **Sealing after Entombment.** Only the Company may open and seal niches for entombments. This applies to the inside sealer and the niche front.

9.3 **Dimensions.** Indoor niches are 1728 cubic inches in size and are permitted to hold up to 2 urns. Only markers and vases as supplied and installed by the Company shall be permitted on outdoor niches.

9.4 **Services.** There may be times when a brief committal service will take place in the niche room. Visitors are to be respectful of such situations just as those who are present for such a committal are to be respectful of visitors.

9.5 **Allowances.** One photograph in a frame and one item of memory per indoor niche is allowed. These will be subject to approval by the Company. No wooden or temporary urns shall be allowed. All other styles are subject to approval by the Company.

9.6 **Decoration Day**. The Third Sunday in August will be a recognized Decoration Day.

9.7 **Ornamentation and Photos.** Up to two porcelain or photo plex pictures, as approved by the Company, may be installed on a crypt front, each to commemorate one person. Such photo frames must be supplied and installed by the Company. The Company assumes no responsibility for damage, loss or theft of pictures.

9.8 **Candleholders.** Candleholders must be of bronze material and must be supplied and installed by the Company. Not more than one candleholder may be installed on each crypt front. Plastic candles and candles that are too large to fit in the candleholder are prohibited.

9.9 **Right to Reserve**. The Company reserves the right to remove or prevent the installation of any object which is deemed injurious to the appearance or the general good of the Cemetery.

9.10 **Company Approval Required**. No ornamentation or decorations other than those approved by the Company will be permitted.

9.11 **Lost or Stolen Articles.** The Company assumes no liability or responsibility for the loss of, or damage to any personal property left in/at the columbarium. Implements, materials or any other articles of personal property left in/at the columbarium without authorization are subject to removal by the Company, without return or compensation, therefore.

ARTICLE 10
RULES FOR CONTRACTORS

10.1 **Permission to Employ Contractors.** No person shall perform any work to inscribe, embellish, repair, or perform any other work on a marker or remove a marker without the written authorization of the Company. A contractor employed to erect monuments, or to do any other work in the Cemetery shall first present an application at the Company office signed by the Interment Rights Holder(s), requesting permission to employ such contractor to do the work specified in the application. Such application shall designate the plot, section and lot upon which such work is to occur. Any contractor working in the Cemetery must provide a certificate of liability insurance as well as proof of coverage by the Workers' Safety and Insurance Board.

10.2 **Worker's Behaviour in the Cemetery.** All persons performing work in the Cemetery shall conduct themselves in a manner in keeping with the dignity of the Cemetery and shall respect any restrictions or regulations which may be required by the Company and under applicable legislation in the performance of their work. The conduct and behaviour of all workers employed by others upon Cemetery property shall be subject to the control of the Company

10.3 **Contractor Liability.** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, upright markers, flat markers, vases, or any other article or natural feature in the protect them from injury. Heavy loads shall not be permitted in the Cemetery when the roads are in an unfit condition. Any damage caused by contractors shall be rectified by the Company at the expense of the contractors.

10.4 **Work Hours.** Contractors will not be allowed to work on the Cemetery grounds on Sundays, statutory holidays, after 5:00 p.m. on weekdays, or after 12:00 p.m. on Saturdays without the written permission of the Company. Such workers shall stop working if in the vicinity of a funeral until the conclusion of the service. The Company reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being per-formed by the contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

10.5 **Contractor Attire and Conduct.** Contractors performing work within the Cemetery are responsible for their actions, conduct, behaviour and attire. Shirts

and pants or shorts (where appropriate) and CSA approved safety boots must be worn at all times. Additional personal protective equipment must be worn when the work being performed requires it in accordance with the Occupational Health and Safety Act. Contractors who fail to comply with the required attire and protective equipment will be asked to leave the Cemetery

10.6 **Implements and Materials**. Implements or materials used in doing any work within the Cemetery by a contractor shall be removed at the conclusion of the work or at the end of each workday, unless prior written permission to leave materials and equipment has been obtained from the Company. Implements or materials left at the Cemetery without authorization are subject to removal by Company, without return or compensation, therefore. All work sites must be secured when left unattended.

10.7 **Delivery to the Cemetery.** Notice must be given at the Company office before any monumental work is brought into the Cemetery. No monument work, except markers, shall be delivered to the Cemetery until the foundation is completed and until the contractor is ready to proceed with erecting the monument.

10.8 **Advertising.** Canvassing for orders or distributing business cards in the Cemetery is prohibited, unless approved by the Company.

ARTICLE 11
RULES FOR VISITORS

11.1 **General.** Visitors are always welcome at the Cemetery, and Columbarium during the posted visiting hours, and otherwise by appointment with the Company. They are asked to remember the respect due to the deceased.

11.2 **Order and Decorum**. Company staff are empowered and required to preserve order and decorum in the Cemetery.

11.3 **Parades.** No parades, other than funeral processions, shall be admitted to or organized within the Cemetery without permission.

11.4 **Memorial Services.** The Company may permit public memorial services of a sacred nature within the Cemetery, but not more than one such service shall be conducted in the Cemetery at the same time, and all such services shall be conducted in a quiet, decorous and reverent manner.

11.5 **Children.** Children under the age of 12 years are not admitted to the Cemetery grounds, unless accompanied by an adult.

11.6 **Photographs and Videos.** Photographs and videos shall not be taken of any part of the Cemetery, columbaria or without permission in writing from the Company.

11.7 **Complaints**. Any complaints from Interment Rights Holders or visitors must be made to the Company and not to workers on the grounds.

11.8 **Vehicles.** Vehicles within the Cemetery shall be driven with due decorum at a moderate rate of speed and shall not leave the avenues. The owners of vehicles shall be responsible for any damage done by them while they are in the Cemetery.

11.9 **Turning on Avenues**. Motor drivers and others shall not turn their vehicles on the avenues but shall drive around the section on their way out of the Cemetery.

11.10 **Picnics.** Picnics are not permitted on the Cemetery grounds.

11.11 **Damage to Property.** No person shall break or remove any flower (either wild or cultivated), tree, shrub or plant within the Cemetery. No person shall write upon, deface or in any way damage any monument, marker, fence or other structure or property within the Cemetery.

11.12 **Improper Conduct.** Any person disturbing the quiet and good order of the Cemetery, or columbarium by noise or other improper conduct or who violates these by-laws, will be expelled from the Cemetery grounds.

11.13 **Dogs.** Dogs on leashes are permitted on Cemetery roadways and hardscape. We ask that all owners respect the sanctity of the Cemetery grounds and pick up after their pets. Service dogs must always accompany their owners.

11.14 **Bicycles.** Bicycles and motorcycles must be operated in a safe and proper manner in the Cemetery.

11.15 **Recreational Vehicles.** Recreational vehicles of any kind, including but not limited to snowmobiles, ATVs, Go-Karts, Golf Carts, Utility Vehicles, and similar conveyances, are not permitted in the Cemetery, unless operated by the Cemetery Operator in performance of its operational demands.

ARTICLE 12
COMBINED CREMATED HUMAN AND CREMATED PET BURIAL SECTION

The following By-laws apply to the burial and memorization within a designated section and supersede By-laws which are contained within the General ACB By-laws designed to apply for general cemetery use. Unless specifically superseded by By-laws set forth below, all other Cemetery By-laws apply.

Glossary of Terms

Section/Area. A new section within a Cemetery, specifically designed to permit the burial of cremated pets and cremated human remains.

Interment. The opening and closing of a lot or grave (in ground) for remains, cremated remains or hydrolyzed remains (pet and/or human).

Hydrolyzed Remains. Reduced pet or human remains resulting from the process of alkaline hydrolysis.

Interment Right. The right to require or direct the burial of cremated pet and/or human remains and/or human cremated or hydrolyzed remains in a lot/grave.

Interment Rights Holder. A person holding the right to direct the interment or disinterment of pet and/or human remains, cremated, or hydrolyzed remains, and associated memorialization in an interment right as registered in the Cemetery records.

Pet. Any domesticated animal that commonly cohabits in family households for companionship or support. This term excludes exotic animals, farm animals, wild animals and any other animal defined by the municipality as a prohibited animal.

Companions Burial Plot. Any interment right in a section, which permits the burial of cremated pet and cremated human remains in the same interment right and permits a monument and/or marker.

Disinterment. The removal of cremated pet and/or cremated human remains, including cremated or hydrolyzed pet and/or human remains, after an interment has taken place.

Companions Section By-Laws

Please note that these by-laws apply only to those Cemetery sites (section) at which cremation and human burial are permitted.

12.1 **Ownership of Interment Rights.** Ownership of all Cemetery land remains vested with the Aylmer Cemetery at all times. Purchasers of Interment rights acquire only the right and privilege to direct the burial of cremated pet and/or cremated human remains, and the installation of monuments, markers and inscriptions, subject to Cemetery by-laws. Until payment is made in full no burial, monument, marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights holder(s) when payment is made in full.

12.2 **Authorization, Information and Documents Required for a Burial of Cremated Remains.** For each burial of cremated pet and/or human remains, the purchaser or Interment Rights Holder must enter into a Contract, providing such information as may be required by the Cemetery for the completion of the Contract and the public register, in accordance with provincial legislation.

12.3 **Number of Burials.** A single companion burial plot may hold up to four (4) human cremation urns. As both human and pet cremated remains are allowed, the total number of urns in the plot may not exceed six (6), with no more than four (4) urns containing human remains and no more than two (2) urns containing pet remains.

12.4 **Cremated pet remains** must arrive in a closed urn or container.

12.5 **Requirements for Removal of Containers for Cremated Remains.** Cremated pet remains may be removed from a lot or grave provided the written consent of the Interment Rights Holder(s) is/are received by the Cemetery.

12.6 **Retrieval of Buried Pet Cremated Remains.** The retrieval of Pet cremated remains buried in a lot or grave cannot be guaranteed. Please see Disinterment Section-Article 5.

12.7 **Contagious Diseases.** The cremated remains of animals who have died from contagious diseases may require additional permissions as required by public officials and/or municipal By-laws within the designated municipalities.

12.8 **Pets or Other Animals.** Only cremated pets and human remains shall be buried in the designated Section/Area within the Cemetery. Pets include any domesticated animal that commonly cohabits in the family household for companionship or support.

12.9 **Size of Flowerbeds.** Unless otherwise specified on the Interment Rights Certificate, flowerbeds on pet and human cremation lots or graves must be planted in a bed appropriate to the size of the lot or grave. **Please reach out to the Cemetery Office for sizing and details pertaining to your grave.**