

CARMEL UNITED CHURCH CEMETERY BOARD

Hereinafter referred to as “the cemetery operator”

Main Office Address:

1847 Centre Road

Hamilton, Ontario.

L8N 2Z7

905-516-0901

Website: <https://www.strabanecemetery.com>

Email: strabanecemetery@gmail.com

Cemetery By-laws

These by-laws are the rules that govern the operations of Carmel Cemetery. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: March 18, 2026

TABLE OF CONTENTS

Section A: DEFINITIONS

Section B: GENERAL INFORMATION

Section C: PURCHASE - INTERMENT RIGHTS

Section D: CANCELLATION OF INTERMENT RIGHTS WITHIN 30 DAYS

Section E: RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

Section F: DISINTERMENT

Section G: MEMORIALIZATION

Section H: CEMETERY CARE AND MAINTENANCE

Section I: FLORAL TRIBUTES AND CARE & PLANTING / PROHIBITED ITEMS

Section J: CONTRACTOR / MONUMENT DEALER BY-LAWS

A. DEFINITIONS

Burial/Interment: The opening of a lot and then the placing of a dead human body or the remains of a cremated human body in that lot, followed by closing the lot. The lot may be a grave in the ground, a crypt in a mausoleum or a niche in a columbarium.

By-laws: The rules under which the cemetery operates.

Care and Maintenance Fund: The FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator's care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity.

Contract: A written contract between the cemetery operator and the purchaser of interment rights or other cemetery supplies and services. Purchasers shall receive a copy of the signed contract detailing the obligations of both parties and acknowledging 1. Receipt of the cemetery by-laws, 2. A copy of the BAO's publication *A Guide to Death Care in Ontario* ("Consumer Information Guide") and 3. The operator's current price list.

Corner Posts: 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.

Cremated Remains: Means all recoverable bone fragments of a dead human body that remain after cremation in a crematorium. Bone fragments are mechanically processed to reduce the particle size.

Crypt: An individual compartment in a mausoleum for the entombment of human remains.

Grave: See **Lot**.

Interment Right: The right to require or direct the interment or disinterment of human remains or cremated human remains in a grave, lot, niche or crypt and to authorize the installation (and inscriptions) of a monument or marker.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder: The person(s) authorized or entitled to authorize the interment of human remains in a specified lot. They may be the person named in the Interment Rights Certificate or such other person to whom the rights have been assigned.

Lot: An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.

Marker: Any permanent memorial structure – upright monument, flat marker, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Opening and Closing Fee: The fee charged by the cemetery operator to excavate a grave for an interment and then refill the grave, or to open and re-seal a niche or crypt for the entombment of a casket or urn with cremated remains.

Plot: Two or more lots in respect of which the rights to inter/bury have been sold as a unit.

B. GENERAL INFORMATION

Hours of Operation:

Visitation Hours: Visitation Dawn to Dusk

Cemetery closed from December 1st. until April 1st. for cremation only.

Full burials are permitted during this time depending on the weather.

General Conduct:

The Carmel Cemetery Trustees reserve full control over cemetery operations and the 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 does not disturb any other visitors or any service being held.

Children under the age of twelve years are not permitted on cemetery grounds unless accompanied by an adult, who shall be responsible for their actions.

Resolution by the Carmel Cemetery Trustees:

The Carmel Cemetery Trustees, an organized group of volunteers, shall operate on a non-profit basis. Any profits or other gains derived by the Carmel Cemetery shall be used solely to further and support its objectives, and not for the personal benefit of its members.

By-law Amendments:

The cemetery shall be governed by these by laws, and all procedures will comply with the FBCSA and O. Reg. 30/11 and 184/12, 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, FBCSA, Bereavement Authority of Ontario (BAO) and do not come into force until approval is received.

Liability:

The Carmel Cemetery Trustees 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, monument, marker, or other article that has been placed in relation to an interment, except for direct loss or damage caused by the gross negligence of the cemetery.

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.

Correction of Interment Errors:

In case of an error made by the cemetery operator during an interment, disinterment or removal, or in the transfer of any interment rights for a lot, plot, crypt or niche, the cemetery operator reserves the

right to correct the error, and will take the following action, in consultation with the interment rights holder or their authorized representative:

- In the case of a transfer of interment rights, cancel such transfer and substitute and grant in lieu thereof other interment rights such as lot, plot, crypt or niche of equal or greater value and similar location as far as is reasonably possible and as may be selected by the cemetery operator, in its sole and absolute discretion, or refund a portion or all the money paid on account of the purchases of said interment rights, as shall be determined by the cemetery operator.
- In the event of any such error that may involve the interment or disinterment or removal of the remains of any person or persons in any lot, plot, crypt or niche, the cemetery operator, upon written notification of the interment rights holder and the Medical Officer of Health, as necessary, may disinter and re-inter the remains in such other lot, plot, grave, crypt or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

Pets or Other Animals:

Pets or other animals, including cremated animal remains, are not permitted to be buried or scattered anywhere on cemetery grounds.

Children: Children under the age of twelve years are not permitted on the cemetery grounds unless accompanied by an adult, who shall be responsible for their actions.

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 the shape or size, or otherwise change all or any part of the cemetery, subject to the approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

C. INTERMENT RIGHTS

Purchase of Interment Rights:

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains and cremated human remains, and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws
3. A copy of the price list
4. The BAO's publication *A Guide to Death Care in Ontario*, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

Opening and Closing of Graves or Lots:

The opening and closing of graves, crypts and niches may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

Remains must be delivered to the cemetery for interment in a closed casket or rigid container. Bodies delivered or presented only in a shroud will not be accepted for interment.

Notice Required:

The cemetery requires 48 hours' notice for each interment of human remains of cremated human remains.

Interments or disinterments will not be scheduled on Sunday and/or statutory holidays unless special arrangements have been made and approved by the cemetery operator. Additional fees may be charged on these days.

The cemetery will make every effort to provide interments as booked, but in the interest of public safety, should an extreme weather event occur that may make the cemetery unsafe, the cemetery operator may be forced to prevent an interment from occurring. Should this occur, the cemetery operator will make every effort to rebook the interment as soon as possible.

Authorization, Information and Documents Required for a Burial: The following items are required before an interment can take place:

Contract: For each burial of human remains, or cremated human remains, the purchaser or rights holder(s) must enter into a contract as described above in **Purchase of Interment Rights**.

Written Permission of Interment Rights Holder(s): Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial taking place. Should the rights holder(s) be the 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., Estate Trustee or authorized next of kin).

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place. The required documentation must be submitted to the Chair or Treasurer before the interment takes place.

Interment of Cremated Remains: A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.

Payment: Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place. Payment must be made to the Carmel Cemetery Trustees.

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

Burial Allowances for a Single Lot:

The number of cremation interments may not exceed four (4) per grave.

Each plot can contain a maximum of a interment of a full casket with up to three (3) cremation interments on top, if a full casket is not used you may use a maximum of four (4) cremation interments in the plot.

Ashes placed in "Cremation Lots" will be placed in a sixteen-by-twenty-six-inch lot. A deed specifying the size and location of the lot will be provided to the family. No marker larger than a sixteen-by-twenty-six-inch flat granite or flat bronze marker, approved by the Carmel Cemetery Trustees, may be placed over the cremated remains. This marker must be set flush with the surface of the ground and must have sawn edges. Plants or shrubs are not permitted.

Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterments** section.

D. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD

A purchaser has the right to cancel a contract for interment rights within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the cemetery operator (the Carmel Cemetery Trustees). 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 in this contract 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.

E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

RESALE OF INTERMENT RIGHTS IS PERMITTED

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 at 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.

Requirements for a Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following:*

- The interment rights certificate endorsed with the following:
 - o A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
 - o A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
 - o The date on which the rights were sold to the third-party purchaser.
 - o The name and address of the third-party purchaser.
 - o A statement of any money owing to the cemetery operator in respect to the rights.
- A written statement of the number of lots that have been used in the plot grounds to which the rights relate and the number of lots that remain available.
- Any other documents in the rights holder's possession relating to the rights.
- A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator (the Carmel Cemetery Trustees) with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

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

***Transfer of Interment Rights**

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

Administration fee for resale or transfer

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator (Carmel Cemetery Trustees) to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

Care and Maintenance Fund Contributions:

In accordance with Sections 166 and 168 of Regulation 30/11, a prescribed amount or percentage of the purchase price of all interment rights, together with prescribed amounts collected for monuments and markers, shall be deposited into the Care and Maintenance Fund. Income generated from the Care and Maintenance Fund shall be used exclusively for the general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are non-refundable, except where interment rights are cancelled within the applicable 30-day cooling-off period.

For lots sold prior to 1955 where no Care and Maintenance contribution was collected, an additional Care and Maintenance fee, not exceeding \$250.00, shall be applied to any subsequent interment.

F. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

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 or 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.

Disinterments 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.

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.

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.

G. MEMORIALIZATION

No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full and/or written consent is obtained from the cemetery operator.

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

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

The Carmel Cemetery Trustees will take reasonable precautions to protect the property of interment rights holders, but they assume no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof unless it is as a result of negligence by the cemetery.

The Carmel Cemetery Trustees reserve the right to determine the maximum size of monuments, their number, and their location on each lot or plot. Monuments 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 Carmel Cemetery Trustees at the expense of the interment rights holder. No foundation shall be less than five feet in depth or the full depth of the grave, whichever is greater, and the excavation shall be subject to inspection before any concrete is poured. Dealers must specify the monument size on their orders and must provide at least 30 days' notice before the work is required. Foundations may be installed by dealers or by the Carmel Cemetery Trustees, but all costs regarding foundations shall be borne by the purchaser.

Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Board shall take whatever action it deems necessary, including repairing, resetting, or laying down the monument or marker, or any other remedy required to remove the risk.

The Carmel Cemetery Trustees reserve the right to remove, at their sole discretion, any marker, monument, or inscription that is not in keeping with the dignity and decorum of the cemetery, as determined by the Trustees.

Memorials – monuments, markers, plaques etc. are owned by the interment rights holder and the cemetery operator is not responsible for their loss or deterioration. Interment right holders may wish to consider adding memorials to their own insurance coverage.

A monument, private mausoleum, or other structure shall be erected only after the specific design plans—including dimensions, materials, construction details, and proposed location— have been approved by the Carmel Cemetery Trustees.

In keeping with the cemetery by law, only one (1) monument shall be erected within the designated space on any lot, and it shall be placed centrally at the head of the lot.

On any single grave lots, the Carmel Cemetery Trustees require the use of flat grave markers (ground level), as opposed to tablet or columnar markers.

The minimum thickness for flat markers, including footstones, is 4 inches (10 cm).

All monuments shall be constructed of granite, and markers shall be constructed of bronze.

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 Board.

Markers and footstones made of bronze or granite are permitted, with size and quantity restrictions according to the cemetery by-laws. Placement of such memorials shall not interfere with future interments.

All lots must have corner stones, with the surname engraved on one stone and initials on the remaining three. The cost of the cornerstones is to be borne by the purchaser of the lot and paid at the time of purchase if purchased from the Carmel Cemetery Trustees. If purchased from outside suppliers, installation is to be supervised by the Board.

H. CEMETERY CARE AND MAINTENANCE

A portion – 40% or a minimum legislatively prescribed amount, of the price of interment rights must be deposited and trusted into the cemetery's Care and Maintenance Fund.

The income generated from this trust fund is used to maintain, secure and preserve the cemetery grounds and markers in perpetuity. Services that can be provided through this fund include:

- Lawn care, re-leveling and sodding or seeding of lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment
- To the extent that income from the Care and Maintenance Fund permits, the cemetery operator will stabilize and secure markers and monuments within the cemetery.

I. FLORAL TRIBUTES AND CARE & PLANTING

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

No person shall plant trees or shrubs in the cemetery except with the approval of the Carmel Cemetery Trustees. Flower beds not exceeding fourteen inches in width are permitted in front of the base of monuments. Where no monument exists, flower beds may only be created with the permission of, and under the supervision of, the Board.

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

No glass vases shall be left on the grave after burial.

The erection of borders, fences, railings, walls, and hedges in or around lots is not permitted.

Items That Are Prohibited and Permitted:

The cemetery reserves the right to regulate articles placed on lots or plots that pose a threat to the safety of interment rights holders, visitors, or cemetery employees; that prevent the cemetery from performing general operations; or that are not in keeping with the respect and dignity of the cemetery.

Prohibited articles: The following articles are prohibited from being placed on lots within the cemetery: articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics, or corrosive metals, loose stones or sharp objects, trellises, arches or borders, shepherd hooks, solar lights, chairs or benches, string lights. The cemetery operator reserves the right to remove and dispose of any article deemed prohibited without notice. **Please contact the cemetery for clarification prior to purchasing or placing any articles on a lot.**

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 excessive or detrimental to the tidy appearance of the cemetery.

All wreaths must be removed by **April 15th** each year. Wreaths not removed by that date will be removed and disposed of by the cemetery without notification.

Articles placed on lots are the sole responsibility of the interment rights holder(s). The cemetery operator (Carmel Cemetery Trustees) cannot be held responsible for the loss or damage of any articles placed within the cemetery.

M. CONTRACTOR/MONUMENT DEALER BY-LAWS

Any contract work to be performed within the cemetery (including but not limited to landscaping, delivery and installation of monuments and markers, inscriptions) requires written pre-approval of the interment rights holder and the cemetery operator before the work may begin. Pre-approval documents include design drawings, plans and detailed specifications relating to the work, proof of all applicable government approvals and permits, and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office 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 million

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

No work will be performed at the cemetery except during the regular business hours of the cemetery. Contractors, monument dealers and suppliers shall not do any work in the cemetery in the evening, weekends or statutory holidays, unless prior approval has been granted by the cemetery operator.

The cemetery operator 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 shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service.

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

For the safety of all visitors and staff, all work sites must be secured when left unattended. Contractors working within the cemetery must remove all implements, equipment and garbage from the cemetery at the end of each workday and at the conclusion of the work.

