

CEMETERY BYLAWS

General Conduct

The Carmel Cemetery Trustees reserve 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.

Resolution by the Carmel Cemetery Trustees

The Carmel Cemetery Trustees, consisting of an organized group of volunteers, shall carry on without the purpose of gain for its members and any profits or other accretions to the Carmel Cemetery shall be used in promoting its objects.

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. The Bereavement Authority of Ontario is responsible to administer provisions of the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) on behalf of the Ministry of Government and Consumer Services.

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 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.

Pets or Other Animals

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

Children

Children under the age of twelve years are not to be admitted to the grounds except in the charge of 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 in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

Notice of Resale and Transfer of Interment

The Carmel Cemetery Trustees permits the interment holder to sell or transfer their interment rights or scattering 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 Carmel Cemetery Trustees and the purchaser meets the qualifications and requirements as outlined in the Carmel Cemetery Trustees by-laws.

Cancellation and Resale of Interment Rights

Purchasers of interment 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, scattering, 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 Carmel Cemetery Trustee of their intention prior to seeking a third-party buyer for their interment rights.

Cancellation of Interment Rights within 30 Day Cooling-Off Period

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

Cancellation of Interment after the 30-Day Cooling-Off Period

Upon receiving written notice from the purchaser of the interment or scattering rights, the Carmel Cemetery Trustees will cancel the contract and issue a refund to the purchaser for the amount paid for the interment 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 Carmel Cemetery Trustees along with the written notice of cancellation.

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

Resale of Interment after 30 Day Cooling-Off Period

Unless the interment has been exercised the purchaser retains the right to cancel the contract or re-sell the interment. Once payment for the interment 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 right to re-sell the interment rights. Any resale of the interment right shall be in accordance with the requirements of the Carmel Cemetery Trustees 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.

Care and Maintenance Fund Contributions

As required by sections 166 and 168 of Regulation 30/11, a prescribed amount or 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. Any old lots sold prior to 1955 where no care and maintenance was paid, then an additional cost for care and maintenance (not to exceed \$250.00) will be applied to any new interments.

Requirements for Resale of interment rights to a third party

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

- an interment rights certificate endorsed by the current rights holder
- 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
- 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 Carmel Cemetery Trustees:

- an interment rights certificate endorsed by the current rights holder
- a copy of the cemetery's current by-laws
- a copy of the cemetery's current price list 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

- any other documentation in the interment rights holder(s) possession relating to the rights

The Carmel Cemetery Trustees will 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
- 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
- record the date of transfer of the interment rights to the third party.
- the name and address of the third-party purchaser(s)
- a statement of any money owing to the Cemetery Board in respect to the Interment Rights.

Once the endorsed certificate and all required information have been received by the Carmel Cemetery Trustees from the rights holder(s), the Carmel Cemetery Trustees 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 Carmel Cemetery by-laws and the FBCSA.

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

The Carmel Cemetery Trustees does not prohibit the resale of an interment rights and may repurchase the interment rights from the rights holder(s) if the Carmel Cemetery Trustee so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the cemetery Boards current price list amounts for interment rights.

Burial and Cremated Remains

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

In accordance with the FBCSA the purchaser of interment rights must enter a cemetery contract, providing such information as may be required by the Carmel Cemetery Trustees 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 Carmel Cemetery Trustees before a burial can take place.

The cemetery shall be given 48 hours of notice for each burial of human remains.

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

The number of cremation interments may not exceed four per grave. Ashes placed in "Cremation Lots" will be placed in a sixteen by twenty-six-inch lot. A deed giving the size and location of the lot will be given to the family. No marker larger than sixteen by twenty-six-inch flat granite or flat bronze, approved by the Carmel Cemetery Trustees may be placed over the cremains. This marker is to be set flat with the surface of the ground and must have sawn edges. This does not permit plants or shrubs. Two interments will be permitted in each sixteen by twenty-six lot.

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

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 Board and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the Chairman or Treasurer 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).

Memorialization of Remains

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 Carmel Cemetery Trustees.

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

The Carmel Cemetery Trustees 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 Carmel Cemetery Trustees 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 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 should specify on their orders the monument size and must give at least 30 days notice before the work is required. Foundations may be installed by dealers or the Carmel Cemetery Trustees, but all costs regarding foundations are to 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 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.

The Carmel Cemetery Trustees 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 Carmel Cemetery Trustees 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 and shall be placed centrally at the head of the lot.

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

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

All lots must have corner stones marked with the name on one and initial on three. The cost of the corner stones is to be borne by the purchaser of the lot and paid for 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.

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 or scattering grounds
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Maintenance of 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 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 can only be made by the permission of and under the supervision of the Board.
- Flowers placed on a grave for a funeral shall be removed by the cemetery staff after a reasonable time to maintain the tidy appearance of the cemetery.
- The erection of boarders, fences, railings, walls and hedges in and around lots is not permitted.

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. 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.

Contractor/Monument Dealer Bylaws

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

Prior to the start of any said work, contractors may need to provide proof of:

- WSIB coverage
- Occupational Health and Safety compliance standards
- Environmental Protection
- WHMIS
- Evidence of liability insurance

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 Board.

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 to protect the surface from damage.

Care and Maintenance Fund

Care and Maintenance fees are included in the purchase price of any cemetery plot. Typically, the fee is 40% of the purchase price.

Funds for "Care and Maintenance" (also known as perpetual fee), which is purchased with each grave, are placed in a trust fund, administered by Scotiabank.

Only the interest from these funds can be used for maintenance. When there are no longer any graves for sale, this income will continue to fund care of the grounds.