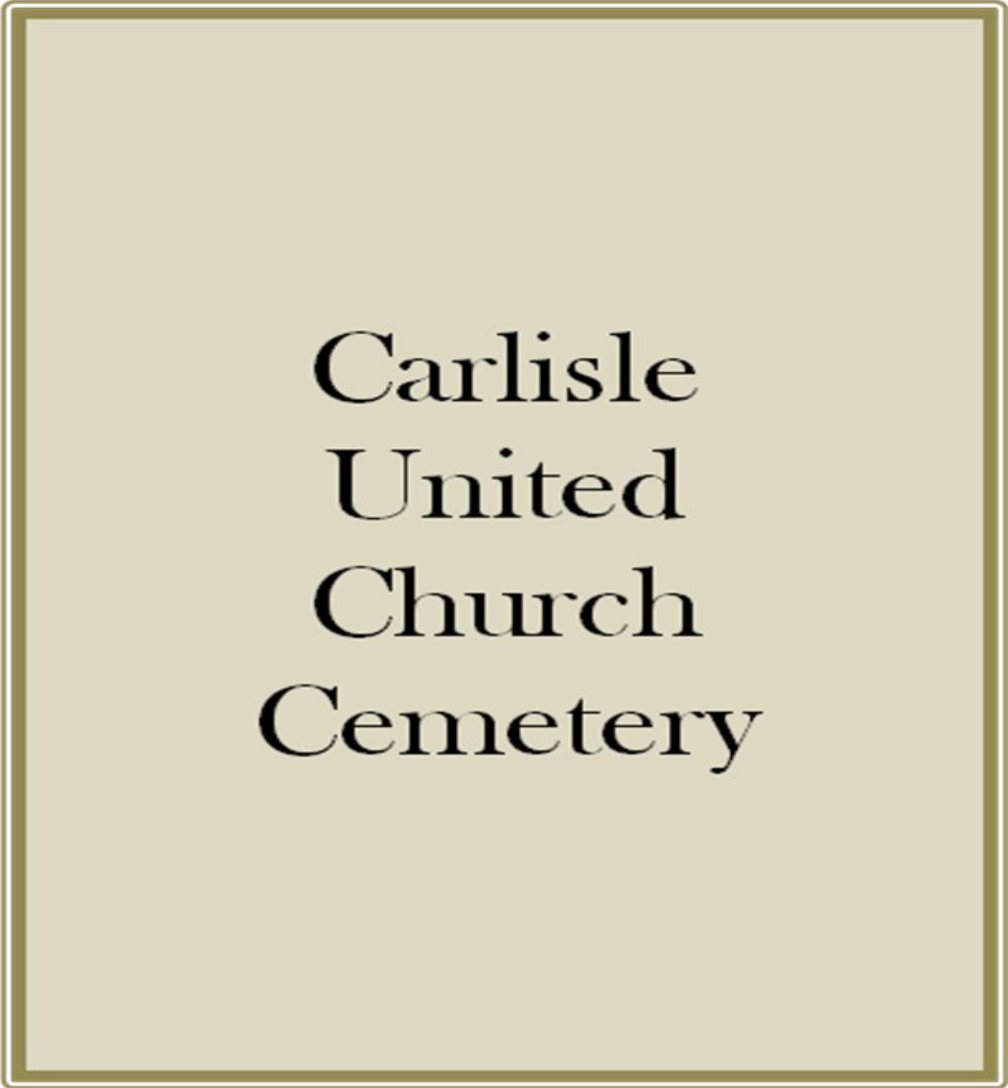




Carlisle United Church Cemetery

By-Laws

Revised July 2026

Carlisle United Church
1432 Centre Road, Carlisle ON, L0R 1H1

BAO License # 3275468-1
Site No. 01286

Cemetery By-Laws

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General Information

The Carlisle United Church (C.U.C.) Cemetery serves the greater Carlisle community and is administered by the Carlisle United Church Trustees.

Day-to-day administration, record keeping and grounds maintenance are handled by the Cemetery Manager.

Surveys, plot maps and burial records of the Cemetery are on file in the Cemetery Manager's residence with copies stored at a secure alternate location.

The Carlisle United Church, its Trustees and Cemetery Management will take all reasonable steps to protect the property assigned to Rights Holders, but it assumes no liability for any loss of or damage to shrubs, trees, gardens, monuments or markers as these are the sole responsibility of the Rights Holders, unless such loss or damage can be attributed to carelessness or neglect on the part of the Trustees or the Cemetery Management.

Inquiries may be made by mail to Carlisle United Church, 1432 Centre Road, Carlisle, Ontario L0R 1H1 by phone at (905) 689-8630 or online at Carlisleuc.ca.

Section A. Introduction

The following by-laws are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) (effective July 1, 2012) and they replace all previous rules, regulations and by-laws. These By-laws are made for the benefit of Interment Rights Holders as a whole, with the object of maintaining and improving the cemetery. Your cooperation in respecting the By-laws is therefore appreciated.

By-laws are subject to change from time to time, as circumstances may require.

In cases where there is any doubt as to the interpretation of the By-laws, the Trustees or Cemetery Management shall provide the necessary clarification. All procedures will be conducted in accordance with provincial regulatory statutes and requirements.

The Trustees reserve the right, at their cost, to correct any error that may be made by themselves and their staff, and there shall be no further responsibility or liability for such mistakes.

Section B. Definitions

Cemetery	Land set aside to be used for the interment of human remains
BAO	Refers to the Bereavement Authority of Ontario
By-laws	The rules and regulations under which a cemetery operates
Plan	The plan of the Cemetery, approved by the Bereavement Authority of Ontario (BAO)
Register	Electronic or written record, kept in accordance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA)
Cemetery Manager	Manager of the Carlisle United Church Cemetery as appointed by the Board of Trustees
Lot	A single grave space
Plot	Two or more lots in which the rights to interment have been sold as a unit
Columbarium	A chamber or wall which comprises a number of niches (Columbaria, plural)
Niche	An individual compartment in a columbarium for the entombment of cremated human remains
Urn	A vase in which cremated human remains are stored
Interment Right(s)	The right to require or direct the interment of human remains in a lot/plot/niche and direct the associated memorialization
Interment Rights Holder	Any person designated to hold the right to inter human remains in a specified lot/plot/niche (as stipulated in the Funeral, Burial and Cremation Services Act, 2002 (FBCSA))
Certificate of Interment Rights	Certificate issued by the Cemetery Board to the purchaser of Interment rights for a lot/plot/niche
Monument	Any permanent memorial projecting above ground level and installed within a designated space to mark the location of a burial lot/plot
Marker	Any memorial set flush with the surface of the ground and used to mark the location of a burial lot/plot
Corner Posts	Any stone or land markers set flush with the surface of the ground and used to indicate the location of a burial lot/plot

Tariff of Charges	Price list for lot/plot/niche sales and other services set by the Board of Trustees and updated periodically
Trusts	Trust A. Care and Maintenance Fund, as required by the Bereavement Authority of Ontario (BAO). It is a requirement under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations, is contributed into this trust fund. Interest earned from this fund is used to provide care and maintenance of plots, lots, niches, markers and monuments at the Cemetery. Trust B. Trust Fund, as established by the Trustees of the Carlisle United Church

Section C. Sale and Transfer of Interment Rights

1. Persons residing in the greater Carlisle community, and/or members and families of the Carlisle-Kilbride Pastoral Charge, are eligible to be interred in the Carlisle Cemetery. If there is a question of the eligibility of a lot/plot/niche purchase, the Cemetery Manager will consult the Trustees for clarification.
2. No person shall sell interment rights unless that person does so on behalf of the Trustees
3. Plots (multiple lots), single lots or niches may be purchased either directly from the Trustees, through third party service providers or from existing rights holders at fees stipulated in the current Cemetery price list.
4.
 - a) Double depth openings are no longer permitted.
 - b) Cremation lots measure 4' (feet) x 4' (feet) and may contain a maximum of two (2) cremated remains
 - c) Burial lots measure 4' (feet) x 8' (feet) and may contain one casket and up to four (4) cremated remains
 - d) Niches measure 12" (inches) x 12" (inches) x 12" (inches) and may contain up to two urns.
5. Purchasers of Interment Rights acquire only the right and privilege of burial of the dead and of constructing monuments or placing markers, subject to the current rules and regulations, as stipulated in the Funeral, Burial and Cremation Services Act, 2002 (FBCSA).
6. The sale will be deemed final when full payment has been made by cheque payable to the "Carlisle United Church Cemetery" or by e-transfer, and the Cemetery Manager has provided the Rights Holder with copies of:
 - a) The Sales Contract (outlining terms of sale and cost)
 - b) The Cemetery By-Laws
 - c) A Certificate of Interment Rights issued in the name of the purchaser(s)

7. This Certificate of Interment Rights is a legal document and should be filed with the Interment Rights Holder's important papers. To avoid misunderstandings, Rights Holders are encouraged to discuss the ownership of Interment Rights with family members. Future plans should be made clear to all concerned, and details provided to the Cemetery Management.

8. Cancellation of Interment Rights within 30 Day "Cooling Off" Period

The purchaser is entitled to cancel the contract (for unoccupied lots/plots/niches) at any time within 30 days after the date the contract is finalized (Section 6 above). Cancellation notice must be submitted in writing to the Cemetery Manager and within 30 days following receipt of this written notice the Cemetery shall refund to the purchaser all money received under the contract, together with any other amounts prescribed by law.

9. Cancellation of Interment Rights after the 30 day "Cooling Off" period

Upon receiving written notice from the purchaser of the Interment Rights, the cemetery 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 (Trust A). This refund will be made within thirty (30) days of receiving said notice. If the Certificate of Interment Rights has been issued to the interment rights holder(s), the certificate must be returned to the Cemetery along with the written notice of cancellation.

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

10. Transfers by Heirs

When a transfer of Interment Rights for a lot/plot/niche is made by the heirs or a representative of a deceased Rights Holder, proof by sworn declaration or otherwise that such heirs or representatives have a right to convey shall be made to the satisfaction of the Cemetery Manager/Board of Trustees. Upon receipt of such notice, and payment of all required fees as stipulated in the current cemetery price list, the transfer shall be registered.

11. Sale/Purchase by Others

No person shall purchase interment rights for the sole or primary purpose of reselling the rights with a view to making a financial gain.

An individual interment rights holder may sell the interment rights to a third party before the rights are exercised. However, these rights shall not be sold for an amount greater than the price of those rights as indicated in the Cemetery's current price list.

No conveyance of Interment Rights or any interest therein shall be binding until notice is given in writing to the Cemetery Manager. Such notice shall specify the name and address of the proposed transferee and date of transfer. Upon receipt of such notice, and payment of all required fees as stipulated in the current cemetery price list, the transfer shall be registered.

12. Monuments/Markers

In cases where monuments, markers or cornerstones encroach upon the lots/plots being resold, it shall be the Cemetery Manager's responsibility to have such encroachments removed at the vendor's expense.

Section D. Interment and Disinterment

1. Only human remains may be interred in the Carlisle United Church Cemetery. It is not permitted to place bodies of any animals in any vault, lot, plot or niche in the cemetery.
2. Remains must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the boundaries of the lot/plot.
3. No interment or disinterment shall be permitted in any plot or lot on which charges are due and unpaid.
4. Cremation interments in the months of December through March are dependent on weather conditions and as such at the discretion of the Cemetery Manager.
5. To comply with Provincial Regulations, the holder of Interment Rights or their legal representative must give written permission for the opening of any burial space.
6. A burial permit issued by the Division Registrar, showing that the death has been registered, as well as all associated fees outlined in the Tariff of Charges, shall be deposited with the Cemetery Management before interment can take place.
7. When Interment Rights are held jointly, an order will be accepted from either/any of the Rights Holders or their authorized representatives for interment in such part of the lot/plot/niche as may be requested.
8. Notice of each interment to be made shall be given to the Cemetery Management at least 48 hours previous thereto except under special circumstances.
9. No lot/plot/niche shall be opened for interment by any person not in the employ or under the direction of the Cemetery Manager.
10. No interment(s) shall be made on Sundays, Good Friday or Christmas Day unless ordered to do so by a representative of the Ministry of Health.
11. Funerals shall be allowed in the Cemetery only between the hours of 9:00 am and 5:00 pm unless special permission is given by the Cemetery Manager or the Board of Trustees.
12. The Manager of the Cemetery, his/her assistant or someone in the employ of the Trustees shall be in attendance at each interment or disinterment.
13. Disinterment may only occur by prior notification to the Hamilton Region Medical Officer of Health or the Provincial Court of Coroner, as provided by the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and requires written consent of the interment rights owner (or their legal representative).

At least seven (7) days notice must be given to allow time for necessary documentation and approvals. No member of the public or the deceased's family may be present during a disinterment. No persons other than required medical officials, funeral directors, cemetery staff,

law enforcement officers or persons contracted for the disinterment are allowed on the Cemetery grounds during any disinterment. (This requirement does not apply to cremated remains.)

14. Scattering of cremated remains is not allowed in the Cemetery.

Section E. Columbaria

Columbarium: A chamber or wall which comprises a number of niches (Columbaria, plural)

Niche: An individual compartment in a columbarium for the entombment of cremated human remains. Each niche is 12" (inches) wide, 12" (inches) deep, 12" (inches) high and will allow for 1 or 2 urns depending on their size.

Urn: A vase in which human cremated remains are stored. Urns made of cardboard or other degradable material are not permitted.

1. A columbarium niche is for the interment of human cremains only. Deceased pets, valuables, mementoes, flowers, etc. may not be placed in the niche.
2. No interment shall be made without the permission of the Interment Rights Holder or a proper representative of the estate if the Interment Rights Holder is deceased.
3. Payment must be made to the Carlisle United Church Cemetery and a contract signed before an interment may take place.
4. A Cremation Certificate must be provided to the Cemetery Manager before interment can take place.
5. Only the Carlisle Cemetery Manager or a representative of the Carlisle Trustees may open and seal niches for interments.
6. Transfer of burial rights to a columbarium niche must be approved by the Cemetery Manager and recorded in the books of the cemetery. A transfer fee will be charged. Cost of replacement of an existing engraved niche door will be at the expense of the new rights holder.
7. To maintain the columbarium in a uniform manner, the following guidelines will be observed:
 - Carlisle Cemetery will arrange for the engraving of all niche covers
 - Only name, birth date and death date will be allowed
 - Only one font pattern will be permitted for all niche covers
 - An engraving fee will be charged at current rates
 - The niche cover may be engraved prior to interment of the cremains
 - A temporary replacement cover will be installed by the Cemetery Manager while engraving is in process
8. No flowers or decorations will be allowed on the Columbarium or surrounding area.
9. Benches may be sponsored by individuals or groups, and must be approved by and purchased through the Cemetery Manager or designate.

Section F. Care, Maintenance, Shrubs, Flowers

1. The Trustees shall undertake the grading, seeding, grass cutting and general care of all plots/lots including the leveling of flat markers as necessary.
2. Dwarf shrubs are allowed on plots/lots when planted beside (in line with) the monuments and under the supervision of the Cemetery Management. Only dwarf or ornamental types are allowed and they must not grow higher than the monument or encroach on any neighbouring property. Cemetery staff has the right to trim or remove all or part of any shrubs which are deemed unsightly or inappropriate.
3. Flowers and perennial plants should be placed beside or in front of a monument and should not encroach on any neighbouring property.
4. In order to preserve the proper appearance of the grounds, artificial wreaths placed on lots/plots over the winter must be removed before April 1st of each year.
5. No plot/lot owner shall change the grading of any plot/lot. Any such change will be restored by the Cemetery at the expense of the owner.
6. The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly, or when such removals are in the best interest of the Cemetery.
7. The Cemetery shall not be responsible for loss or damage to any articles left on any plot/lot.

Section G. Rules for Contractors

1. Contractors working in the Cemetery are required to supply evidence of WSIB insurance in the amount of no less than one million dollars (\$1,000,000) inclusive of public liability and property damage with provision for a maximum one thousand (\$1,000) deductible per claim. The cemetery will also require evidence of the contractor being in good standing with the Workers' Safety board.
2. Any work performed by outside contractors shall be under the direction of the Cemetery Management. The contractor shall expeditiously correct any deviations from the specifications and, if not so done, the Cemetery may make such corrections as required at the contractor's expense.
3. When any monument, marker or other type of memorial of any kind is to be removed, altered, inscribed or cleaned, permission shall be obtained from the Cemetery Management. Advance notice of at least 24 hours must be given to avoid conflict with funeral services or planned Cemetery maintenance work.
4. All contractors are required to work in full compliance with the Occupational Health and Safety act and its regulations

Section H. Monuments and Markers

1. The custom of installing permanent monuments or markers is completely optional and the timing of such an arrangement is discretionary.
2. Monuments, markers and other forms of memorials will be allowed with the permission of the Trustees and in accordance with the conditions of these by-laws.
3. There are particular rules regarding inscriptions on columbaria doors/covers, as outlined in Section E (page 7).
4. When Interment Rights are sold for a lot or plot (group of lots), a set of four corner stones or markers shall be purchased and installed.
5. For the purpose of these regulations, a monument shall be understood to mean any permanent memorial of acceptable material. Acceptable materials are granite and bronze.
6. Monuments and memorials are considered to be the property of the Interment Rights Holder.
7. Maintenance of all installed monuments and memorials (as required under the Funeral, Burial and Cremation Services Act, 2002 (FBCSA) and its Regulations) is provided through the Care and Maintenance Fund.
8. Monuments must be set on adequate foundations that are a minimum of 5 feet deep and 14 inches wide.
9. No foundation may be installed without the written consent of the Rights Holder and the Cemetery.
10. No monument or marker may be delivered to the Cemetery without a Request for Installation form containing the following:
 1. The Interment Rights Holder's name and address
 2. Instructions for the placement of the marker or monument
 3. The dimensions
 4. Payment of the required amount for the Care and Maintenance Fund, appropriate for the size of the marker/monument set out in the Funeral, Burial and Cremation Services Act.
11. No book or pillow markers are allowed on cremation lots or in addition to an upright marker on any lot/plot.
12. When a monument is marking a plot (more than one lot), it is the responsibility of the person making application to ensure the monument's inscription corresponds with the correct location of the burials.
13. Should it be necessary to remove a monument or marker for the purpose of interment, the Rights Holder shall be responsible for all costs.

14. Any monument company employee, contracted employee and/or authorized individuals carrying out any monument work in the Cemetery will advise the Cemetery Management upon arrival at the Cemetery and shall be responsible for the restoration or repair of any damages to the Cemetery grounds or fixtures resulting from their actions.
15. The Cemetery may lay down any monument or marker placed in the Cemetery if such should fall into disrepair/become unsafe or unsightly. Prior to taking this action, the Cemetery will forward written notification to the last known address of the Rights Holder.
16. Only the Interment Rights Holder may make application for the placement of a monument or marker.
17. Inscriptions placed on memorials must be in keeping with the dignity and decorum of the Cemetery.
18. All work performed on Cemetery grounds with respect to monuments or markers which involves digging or placing any items in the ground can only be done by authorized Cemetery personnel or authorized contractors.
19. The Cemetery assumes no responsibility for missing or damaged vases, flowers, wreaths, statues, crosses, candles or lanterns.

Section I. Monument Sizes

1. Upright monuments and flat markers may be installed subject to the following regulations:

	Upright Markers		Flat Markers	
	Number	Size	Number	Size
Cremation lots		Not applicable	1	18 inches x 24 inches
Single lots	1	30 inches W x 36 inches H (overall)	2	18 inches x 24 inches
Plots of two (2) lots	1	48 inches W x 54 inches H (overall)	4	18 inches x 24 inches
Plots of four (4) lots	2	48 inches W x 54 inches H (overall)	8	18 inches x 24 inches

2. No upright monuments shall be less than 6 inches in thickness at the narrowest point.
3. No flat marker shall be less than 4 inches in thickness at the narrowest point.
4. The only exceptions to the above are for standard veterans' lots/plots, as provided by the Department of Veterans' Affairs, and relate to crosses or statues that may be attached to the top of such monuments. These must be 4 inches in thickness and attached with a $\frac{3}{4}$ inch diameter cadmium plated threaded rod that goes at least 3 inches into the base of the cross or statue and at least 3 inches into the top of the monument. These must also be secured with an epoxy-type compound.

5. Bases for upright monuments must be at least 3 inches wider and longer than the die stone (monument).

Section J. General Regulations

1. The Cemetery reserves full control over the Cemetery operations and management of land within the Cemetery grounds
2. No person may damage, destroy, remove or deface any property within the Cemetery
3. All visitors shall conduct themselves in a quiet manner that shall not disturb any other visitor or service being held
4. Visitors are welcome during open hours, 8:00 am to dusk, seven days a week. Any person found in the grounds after sundown may be charged with trespassing
5. Children under the age of 12 years are not permitted on the grounds unless accompanied by an adult who shall be responsible for their good conduct. Playing or climbing on monuments is strictly forbidden.
6. Dogs and other pets are prohibited in the Cemetery at all times.
7. The Cemetery will not be responsible for the loss or damage to any article left on any lot/plot/columbarium.
8. Borders, fences, railings, walls and hedges around lots/plots or gardens are prohibited. The Staff has the right to remove any/all of these.
9. Owners may not change the grading of any lot, make any kind of walkway, cut any sod or move corner stones or markers. Owners will be responsible for the costs of any restoration.
10. Rights holders are responsible for all Cemetery charges
11. The Cemetery Manager or his/her assistant has the right to make decisions on behalf of the Trustees in matters of urgency; however, The Trustees retain the right of veto.
12. Rights Holders are advised to notify the Cemetery Manager if they have a change of address.
13. No notices or posters other than those legally required may be displayed in the Cemetery or on the Cemetery fences.
14. At the option of the Trustees, the Cemetery may be closed from December 1 to March 31 during which time there will be no winter maintenance.

Section K. Trust Funds

Trust A. A Care and Maintenance Trust Fund is a requirement under the Funeral, Burial and Cremation Services Act 2002 (FBCSA) that a percentage of the purchase price of all Interment Rights, and set amounts for marker and monument installations, is contributed into the Provincially mandated and regulated trust fund. The Care and Maintenance portion of a lot/plot or niche sale and Monument Levies are transferred to the trust account quarterly.

Investment interest earned from this Fund is used to provide care and maintenance of lots, plots, niches, markers and monuments at the Cemetery, and contributes to the general maintenance/upkeep such as grass, roadways, trees, snow and leaf removal, lighting, signage, water lines, cemetery plantings areas, weed control, grading, leveling flat markers, equipment and tools, and monument safety.

Care and Maintenance Funds DO NOT cover shrubs or flowers on lots/plots, as these are the property of the Rights Holders who are responsible for their maintenance.

Trust B. In addition to the BAO mandated Care and Maintenance Fund, the Trustees of the Carlisle United Church cemetery have established a trust fund for the monies that have been donated specifically for the ongoing care and maintenance of the cemetery. Both now and in the future, these funds, including investment income, are to be used exclusively for the purpose of the Cemetery administrative and maintenance, as partialized in Schedule A attached hereto.

Schedule A: Cemetery Administrative and Maintenance Requirements

Administrative:

1. Comply with all Bereavement Authority of Ontario (BAO) rules and reporting requirements.
2. Ensure the cemetery by-laws are followed and updated when necessary.
3. The Stone Orchard cemetery computer records system is always current.
4. The Stone Orchard database is regularly backed up on a separate computer.
5. The investments are with reputable investment firms i.e. TD Bank, IG Wealth.
6. The interest and dividends from the investments and BAO mandated trust fund are withdrawn to supplement the care and maintenance of the Cemetery.
7. Capital expenses, e.g. another columbarium, and operating expenses can be made from the investments.
8. The cemetery schedule of pricing for niches, plots etc. is reviewed annually, compared with other local cemeteries and adjusted as required.
9. On Remembrance Day, Canadian flags are placed on Veterans' graves.
10. A cemetery bank account is maintained, and all cheques require 2 authorized signatures.
11. Detailed annual financial statements showing revenues, expenses, profit or loss and the performance of the investments are issued.

12. An insurance policy covering liability and damage to monuments and Cemetery property is maintained.
13. The cemetery manager is paid a stipend quarterly and the part-time maintenance person is paid a competitive hourly wage.

Maintenance:

1. The fence, gates are inspected annually for damage and rust and repaired promptly.
2. The grass is cut at minimum 20 times from spring to fall, including from the fence line to the sidewalk.
3. Grass clippings are swept from monument bases and flat markers after grass cutting.
4. The fence line, monuments and flat markers are trimmed monthly from spring to fall.
5. The flat monuments and corner stones are edged, grass cuttings removed monthly.
6. Sunken flat monuments, corner stones and monuments are raised and levelled as required.
7. The columbarium, Hazel Watson and Butterfly gardens are attended to spring and fall with additional mulch added, trees pruned and dead plant material replaced.
8. The columbarium, Hazel Watson and Butterfly gardens are weeded biweekly.
9. The sprinkler system is maintained and activated in the spring and professionally shut down in the fall.
10. The Cemetery has a spring clean up. Pinecones, dead plant materials, etc. are removed.
11. The garbage bins are emptied weekly.
12. The driveway is levelled and additional gravel added when required.
13. The trees are pruned for dead branches and removed if diseased or dead.
14. Grave sites and other sunken areas are levelled with topsoil and seeded as necessary.
15. Litter is collected regularly throughout the cemetery including along the fence lines and placed outside church on garbage day.
16. Overgrown bushes and vegetation are removed from grave sites if family members are unable or unwilling to do it.

These By-Laws of the Carlisle United Church Cemetery were approved by the Registrar, Bereavement Authority of Ontario, effective September 1, 2026.