

**GENERAL RULES & REGULATIONS
OF THE
MOUNT CARMEL CEMETERY ASSOCIATION**

**AS APPROVED MAY 24, 1979
REVISED JULY 1, 1990, OCTOBER 1, 2004
AND JULY 3, 2014**

The Board of Directors of the Cemetery may revise these Rules and Regulations whenever they deem it necessary, and may make reasonable amendments and additions thereto, subject to the approval of the Cemetery Board of the State of New York.

DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined, unless a contrary intention appears from the context of any particular Rule or Regulation:

- a) **“Association” or “Cemetery Association” shall mean all sections of Mount Carmel Cemetery Association (Old and New Mount Carmel, the former Hungarian Union Field Cemetery and former Knollwood Park Cemetery), a cemetery association incorporated under the Laws of the State of New York.**
- b) **“Cemetery” shall mean all sections of Mount Carmel Cemetery (Old and New Mount Carmel, the former Hungarian Union Field Cemetery and former Knollwood Park Cemetery). Mount Carmel Cemetery Association is situated in Glendale/Ridgewood, Borough and County of Queens, New York, including all lands, buildings, structures and improvements thereon and other properties belonging to the Association.**
- c) **“Management” shall mean the person or persons who are responsible for the operation, maintenance and control of the Cemetery and who are regularly engaged in the administration and management of its affairs.**
- d) **The terms “lot” and “plot” are used interchangeably and shall mean any area of four or more graves, as shown on the map of the Cemetery on file in the office of the Cemetery and so designated in the deed of conveyance. “Lot” and “plot” shall apply with like effect to one or more adjoining plots held together in the same ownership and to family circles or organizations.**
- e) **“Grave” shall mean a single grave as shown on the map of the Cemetery on file in the office of the Cemetery.**
- f) **“Single Grave Layout” (SGL) shall mean family plots that have been separated (divided) for use as single graves.**
- g) **“Crypt” shall mean a space used or intended to be used above or below the surface of the ground, in a private or community mausoleum, for entombment or inurnment purposes.**
- h) **“Niche” shall mean a space used or intended to be used for inurnment purposes only.**

- i) **“Monument” or “memorial” shall include any grave marker, family monument, footstone, headstone, mausoleum or crypt/niche facing.**
- j) **“Interment” or “burial” shall mean the placement of the remains of a human being either in the earth or by entombment or inurnment.**
- k) **“Entombment” shall mean the placement of the remains of a human being in a crypt or niche, whether above or below the surface of the ground.**
- l) **“Inurnment” shall mean the placement of the ashes of a human being either in the earth or in a crypt or niche, whether above or below the surface of the ground.**
- m) **“Care”, “annual care” and “seasonal care” are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, trimming of plants, pruning of shrubs in the Spring and the Fall and the removal of debris. More detailed rules pertaining to the care of graves and lots are set forth below in Rules 32-39.**
- n) **“Endowed Care” shall mean the care of a lot or grave out of the income derived from a trust fund created by a grave or lot owner, or any other person, in accordance with the Laws of the State of New York.**

GENERAL RULES AND REGULATIONS

- 1. **All lots, graves, crypts, niches and mausoleums in the Cemetery shall be held subject to the Laws of the State of New York and the Rules and Regulations of the Association now in force or hereinafter adopted, whether or not the same appear in the Rules and Regulations annexed to the deeds to such graves, lots, crypts, niches or mausoleums.**
- 1A. **No more than four (4) single graves may be purchased in the name of one person.**
- 2. **The Cemetery grounds will be open for visitation on weekdays and Sundays from 8:00 A.M. to 4:00 P.M. The Cemetery office will be open from 8:30 A.M. to 4:00 P.M. on weekdays and from 8:30 A.M. to 3:30 P.M. on Sundays. The Cemetery shall be closed on Saturdays, Jewish and Legal Holidays and Union Holidays. No interment shall**

take place before 9:00 A.M. or after 3:30 P.M. No unveiling shall take place before 9:00 A.M. or after 3:00 P.M. Disinterments must be scheduled for 8:00 A.M. There is an approved overtime charge for interments taking place weekdays beginning at 3:15 P.M. and Sundays beginning at 12:30 P.M. Overtime is charged until the casket/coffin (vault) is lowered into the ground or is placed in the zinc liner for entombment. Overtime is approved on a per hour basis. If the interment goes into a new hour, family is charged for the entire hour.

3. Interment shall be limited to the remains of persons who at the time of their death were of the Jewish Faith. Interment is limited to the remains of one person per grave. In the event objection to an interment is raised by a plot owner or other interested party on the grounds that the deceased was not a member of the Jewish Faith at the time of his or her death, Management shall have the right to refuse interment until sufficient proof to the contrary is received.
4. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Management and the employees of the Association may take such measures as the circumstances warrant in order to assure strict observance of this basic principle. In addition, the following must be adhered to:
 - a) Persons with foodstuffs, liquor or any other form of refreshments will not be permitted on the Cemetery grounds and those having baskets and like articles must, during their stay on the grounds, leave the same at the main Administrative Office.
 - b) Rapid driving or driving upon paths, borders or burial grounds is strictly forbidden. Drivers may not turn around or back up in the roadways, except in places provided for such purpose. Vehicles may not block driveways, restroom areas or be parked on roadways where passage of another vehicle would not be possible.
 - c) Soliciting work in the Cemetery by gardeners, monument firms, outside contractors, or any other person is prohibited.
 - d) All work and other activity must cease during the conducting of a funeral service in the vicinity.

- e) **Visitors may not throw or scatter papers or other material on the Cemetery grounds.**
- f) **The taking of photographs on the Cemetery grounds will not be allowed without a permit from the Cemetery office.**
- g) **Children under the age of sixteen years must be accompanied by an adult on the Cemetery grounds.**
- h) **Animals may not be brought into the Cemetery except “seeing eye” dogs.**
- i) **All persons are prohibited from climbing, leaping or crossing over enclosures whether belonging to the Cemetery or other lot owners.**
- j) **No signs of any kind will be permitted on lots, plots or mausoleums. No advertisements in any form will be permitted on any work in the Cemetery. The Cemetery reserves the right to remove and destroy any such signs or advertisements without notice or liability.**
- k) **It is the responsibility of the grave/lot owner to advise the Cemetery of change of address.**

5. The owner of each lot shall keep the improvements thereon in repair at his own expense.

(a) In the event trees or shrubs situated on any grave or lot shall by reason of their roots, branches or otherwise, become detrimental to adjacent lots, graves or paths, or become hazardous to visitors or employees of the Association; or if any monument, footstone or mausoleum, or any other construction situated on a grave or lot has fallen, is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of the Association, the Association shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition.

(b) In the event a grave or lot which is not under seasonal or endowed care shall become overgrown, detrimental and hazardous to adjacent graves, lots, avenues or paths, the Cemetery Association may at any time, upon notice as hereinafter provided by the New York State Not-for-Profit Corporation Law, enter thereon in order to maintain the same, clear off the grass, weeds, overgrown ivy, shrubs or other plants and thereafter dispose of the same.

(c) In the event any walks or paths situated in a Society or Organization area shall become hazardous or in need of repair or if any improvement located in such area shall be in a state of disrepair, or if any of the conditions set forth in paragraphs 5(a) and 5(b) herein exist in such area the Association may require such Organization to rectify such condition following notice to it as hereinafter provided. In the event such Organization shall fail to act, the Cemetery Association may proceed to remedy such defective condition, in conformance with the New York State Not-for-Profit Corporation Law.

(d) Prior to invoking the rules set forth in paragraphs 5(a), 5(b) and 5(c) herein, the Association shall give fifteen (15) days notice by certified mail, to the last known owner at his or its last known address to rectify any of the conditions referred to therein.

- 6.** All persons within the Cemetery grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located. The Cemetery Association shall not be liable for any injuries sustained by any persons violating this rule.
- 7.** The Association shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. Persons entering the Cemetery grounds or acquiring lots or graves therein, are mere licensees and assume every and all risks.
- 8.** The Association shall not be liable for damage to or destruction of any structure, including but not limited to granite or concrete work on any lot, grave or crypt from causes beyond its reasonable control, including but not limited to the elements (wind, tornadoes, hail, snow, frost, etc.), Acts of God, the common enemy, thieves, vandals,

strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destructions, the Association may at any time thereafter, give twenty (20) days written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the lot, grave or crypt as shown upon its records, by depositing the same in the United States mail addressed to such owner at his address appearing on its books. In the event such owner fails to replace, repair, reset or reconstruct the same within the period specified in said notice, the Association may at its discretion enter the said lot, grave or crypt, cause the same to be repaired, reset or reconstructed, in conformance with the New York State Not-for-Profit Corporation Law, but nothing herein contained shall obligate the Association to render any such service.

9. Labor and equipment for interments, disinterments, entombments, inurnments, excavations for monuments, and the construction of foundations, walks and curbs, shall be performed by the Association at the expense of the grave, lot, crypt or niche owner, who shall pay the same in advance. In certain instances, at the discretion of Management, the Association reserves the right to hire or acquire the services of an outside contractor where Cemetery labor is unable to adequately perform the required services.
10. The Association shall make the final determination as to the grading of a grave or lot and all construction erected thereon shall be in conformity therewith.
11. For the purpose of performing work on any lot, grave, or other part of the Cemetery, including the making of interments, disinterments, excavations for any other purpose or for repairs or improvements, the Association reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible.
12. (a) No entrance sills or enclosures of any kind, including without limitation, hedges, shrubs, posts, bars, copings, chains and rails shall be permitted on private plots.

(b) The entrance to every lot must at all times remain unobstructed.

(c) If, in order to open a grave or to make an interment or disinterment, the Association at any time deems it necessary to remove existing portions of, or all hedges, shrubs, posts, bars, copings, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of same without any liability and without responsibility for the replacement thereof, provided that the family is notified prior to opening the grave and their written consent is obtained to remove said enclosure, etc.

(d) Once hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures have been removed and disposed of in accordance with Rule 12 (c), the same may not be reinstalled. Benches may be reset on a vacant grave. At time of last interment, bench must be removed.

- 13. The Association reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate, regrade or eliminate roads, drives and/or walks, in conformance with the New York State Not-for-Profit Corporation Law. It also reserves for itself and any authorized persons or contractors, easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purpose of setting and inscribing monuments, laying, maintaining and operating or altering or changing pipes, lines, conduits, gutters and/or drains for sprinkling systems, drainage, electric or communication lines or for any other purpose.**
- 14. No interment will be permitted in any path, walk or road, whether shown on the maps of the Association or actually in existence.**
- 15. All charges of the Association must be prepaid. All charges for regularly performed services shall be posted in the office of the Association and shall be final. The Association shall have the right to change its charges from time to time in accordance with the Laws of the State of New York.**
- 16. Violators of the Rules and Regulations of the Association, or trespassers on the Cemetery grounds may be ejected therefrom and**

prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations may be excluded from the Cemetery and assessed such penalties as may be prescribed by the Board of Directors of the Association in accordance with the Laws of the State of New York.

OWNERSHIP

- 17. Purchase of lots and graves (right of interment) must be paid in full prior to interment being made. No person will be recognized as the owner or co-owner of any grave, lot, crypt or niche, or any part thereof unless his or her name is validly recorded on the records of the Association. Following the death of a lot owner or owner of single graves, no interments or use of the lot or remaining graves may be made until an affidavit of heirship is filed in the office of the Cemetery Association, and proper filing fee is paid. Specimen forms of such affidavit may be obtained at the Cemetery.**
- 18. The Association shall be entitled to rely and act upon the truth of the statements contained in any affidavit, permit, authorization, deed assignment, reservations of interment space, and any and all other instruments affecting the ownership, possession, care, control and maintenance of any grave, lot or part thereof.**
- 19. The Association shall be entitled to collect such fees as it may regularly charge for the filing and recordation of any instrument pertaining to a grave or lot, and shall have the right to refuse to accept any such instrument for recordation until such charge has been paid.**
- 20. The owner of any grave, lot, crypt or niche shall not permit interments to be made therein for remuneration.**
- 21. The Association reserves the right to correct any error that it may make in the location or placing of monuments, or in a contract or deed pertaining to the sale or conveyance of interment space. In the event of any error made in the contract or deed, the Association may correct or cancel the same and refund any monies previously paid without any further liability to the Association.**

22. No title to a lot, crypt, niche or grave, or any part thereof, shall be deemed valid in the name of the purchaser until the full amount of the purchase money shall have been paid together with interest, if any, and the Cemetery shall have the right to subdivide any such unpaid lot or part thereof in which no interment has been made to sell the remaining portion.
23. All transfers or assignments of any lot, crypt, niche or grave, or any part thereof, shall be made in accordance with the Rules and Regulations of the Association as herein stated or as may hereafter be amended and also in accordance with the Laws of the State of New York.

INTERMENTS

24. No interment shall take place without burial authorization/permit signed by the person or persons authorized by law and by the grave, lot, crypt or niche owner or owners. The same shall designate the location of the grave to be used and shall be filed in the office of the Association. The Association shall be entitled to rely on the accuracy of the information set forth in such permit and shall not be liable for any error therein contained or as to the identity of the person whose remains are to be interred. Statement to be signed that decedent was of the Jewish Faith. Body must be interred in a coffin/casket.
25. Orders for interment may, at the option of the Association, be received by telephone. The Association shall not be responsible for any error that may be made in accepting a telephoned interment order.
26. Orders for interment must be received prior to 9:00 A.M. the day the interment is to be made and the following information furnished: (a) name of the deceased; (b) section and block; (c) Lot, Line and Grave number; (d) name of owner of interment space; (e) name of funeral home; (f) name of funeral director; (g) exact size and type of burial container; (h) date of interment and time of arrival at Cemetery; (i) name and address of the next of kin and (j) date of birth of deceased.
- 26A. The Cemetery does not permit the interment of a body with the interment of cremains in the same grave. The Cemetery will allow the inurnment of two (2) cremains in one grave in a Family plot

provided the Cemetery is made aware at the time of the first inurnment that the grave will be used again for a second inurnment. Each inurnment is to have its own footstone if the grave is to be memorialized. The footstone for the first inurnment will be placed near the foot of the grave and the footstone for second inurnment will be placed near the center of the grave. Society authorization would be required for plots on society grounds where the deed has not been recorded on the books of Mount Carmel Cemetery.

27. In cases of burial, the Management must receive reasonable notice prior to the arrival of the funeral cortege at the Cemetery, sufficient to enable the Cemetery to make proper preparation.
28. All funerals upon reaching the Cemetery shall be under the supervision of the Management. The Association shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed Funeral Director. Before the interment may proceed, such Funeral Director must register at the Cemetery office and deliver all necessary permits and authorizations. If a family wishes to carry the casket/coffin, a hold harmless affidavit must be signed by all persons carrying the casket/coffin. The persons carrying must include their address next to their signature on the affidavit. A minimum of four (4) persons is required to carry the casket/coffin. Those persons carrying must be a minimum of 18 years of age.
29. Lot owners shall pay the approved established charge for opening and closing graves and crypts, and all such graves and crypts shall be opened and closed by the Cemetery. In certain instances, at the discretion of Management, the Association reserves the right to hire or acquire the services of an outside contractor where Cemetery labor is unable to adequately perform the required service.
30. The outer width of a burial container may not exceed twenty-eight (28") inches in width in any grave measuring thirty (30") inches in width, and if the same is larger, two graves must be utilized. If the grave is other than thirty (30") inches in width, the burial container must be at least two (2") inches smaller than the width of the grave. In no event shall the length of a burial container exceed eighty-nine (89") inches. This rule will be strictly enforced.

IMPORTANT: Management shall have the right to make the final determination as to the maximum width and length of any burial container, based on the size of the grave as delineated on the maps on file in the office of the Association.

- 30A. All graves measuring ninety (90") inches in length and located within the grounds of a fraternal organization, benevolent society or religious corporation (hereinafter collectively referred to as a "Society") must be able to accommodate the lowering of a seventy-nine (79") inch casket in a horizontal manner.

In the event that the foregoing is not possible, due to pre-existing interments or foundations; existing single, double and family monuments; or the existence of a strip foundation, then the Cemetery shall notify such person of the existing condition, and it shall be the sole responsibility of such "Society" to notify its members who are so affected.

If such responsible individual cannot be contacted when an interment order is placed, the Cemetery shall advise the Funeral Director as soon as possible so that other arrangements may be made, if desired, to accommodate the burial.

If a pre-need or "trench" foundation has been installed on "Society" grounds at the discretion of the Cemetery, and the grave cannot accommodate the lowering of a seventy-nine (79") inch casket in a horizontal manner, the Cemetery shall remove said foundation at its expense with the appropriate written authorization. The Cemetery shall not be held responsible for any delay incurred by the necessity of removing any foundation. It shall, however, be the responsibility of the family to pay the current approved charge for the subsequent reconstruction of the foundation.

31. The Association shall not be liable for any delay in interment where its Rules and Regulations have not been complied with, or where unforeseen underground obstructions may be encountered, or where a protest has been made, or circumstances beyond the Cemetery's control.

CARE

32. The terms “care”, “annual care”, and “seasonal care” are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, trimming of plants, the pruning of shrubs in the Spring and Fall and the removal of debris. Seasonal maintenance may be renewed and prepaid annually in accordance with the charges posted and in force for that year. Payment for care does not include replacement of flowers, resodding of any grave or lot or the rebuilding of any mounds.

Plantings: If new plantings are paid for, such payment shall include a one-time replacement of any new shrubs, plants or grass within a one-year period from season and year of planting. If grass, plantings or shrubs die off after the one-year period, the family would incur the cost of replanting if replanting is considered necessary by the family.

RULES 32A – 32D

APPLIES TO THE FORMER KNOLLWOOD PARK CEMETERY ONLY

Newly purchased refers to plots/graves purchased after April 1, 2014.

Newly established care refers to plots/graves where no care account had been established with Mount Carmel Cemetery prior to April 1, 2014.

- 32A. Newly purchased Family plots or Family plots where no care account with the Cemetery had been established, will be charged as the entire Family plot for the purpose of care. Care on individual graves within a Family plot will not be accepted. All plantings on “interred in” graves must be alike.
- 32B. Family plots maintained “lawn plan” (grass only) will be cut and trimmed by the Cemetery at no charge to the family. The family would be required to pay for seeding and raising and resetting of sunken footstones (if any) as needed, if the family wishes to have this work done. If any embellishments are placed on the lot (monument shrubs or other approved plants etc.) cutting and trimming would no longer be provided at no charge. The family may opt to have the Cemetery cut and trim the plot at the approved charge for such work. Payment for seasonal care is an option and not a requirement.

- 32C. Newly purchased single graves or single graves where no care account with the Cemetery had been established, will be cut and trimmed by the Cemetery at no charge to the family provided the gardening arrangement is "lawn plan" (grass only). The family would be required to pay for seeding and raising and resetting of sunken footstones (if any) as needed if the family wishes to have this work done. If any embellishments are placed on the graves (approved plants etc.) cutting and trimming would no longer be provided at no charge. The family may opt to have the Cemetery provide seasonal maintenance on the graves at the approved charge for such work. Payment for seasonal care is an option and not a requirement.**
- 32D. When one monument co-joins two or more single graves, care must be paid (if opted for) on all of the graves co-joined regardless as to how many interments have been made. This rule applies to newly purchased graves or graves having had no care. All plantings must be alike on the "interred in" graves. If the gardening arrangement is "lawn plan" (grass only) the Cemetery would cut and trim the graves at no charge to the family. The family would be required to pay for seeding and raising and resetting of sunken footstones (if any) as needed if the family wishes to have this work done. If any embellishments are placed on the graves (shrubs or other approved plants, etc.) cutting and trimming would no longer be provided at no charge. The family may opt to have the Cemetery provide seasonal maintenance on the graves at the approved charge for such work. Payment for seasonal care is an option and not a requirement.**
- 33. The Cemetery may at any time enter upon lots to keep the same neat, clear off the grass and weeds and dispose of same, but nothing herein contained shall obligate the Cemetery to render any such service without compensation therefor, except in compliance with the New York State Not-for-Profit Corporation Law.**
- 34. The owner of each lot shall keep in repair at his or her own expense the improvements thereon.**
- 35. No beds of stone, concrete, metal, fencing or plastic may be used to encircle graves or plots. No shells, stones, pebbles or decorations/ornaments etc. may be used to embellish graves or plots. No lanterns, vases or other receptacles may be placed on monuments or gravesites. No receptacles or containers of any type**

may be epoxied or affixed by other method to the monument. These receptacles are capable of accumulating water which is in violation of a directive issued by the City of New York, Department of Health and Mental Hygiene. The burning of candles is prohibited. No candles may be housed in receptacles or containers. Only grass or approved plants may be used. A grave or lot owner may arrange with the Cemetery office for the planting of approved shrubs, if permitted, and plants on the grave or lot by the Association. No orders for the planting of shrubs or plants on a grave or lot will be accepted unless provision is made for seasonal care thereof. No trees, flowering shrubs, flowering plants etc. will be permitted. Live and artificial flowers are not permitted and will be removed by the Cemetery without notification to the family.

- 36. The Association shall not unreasonably refuse care and/or planting orders which Management deems may be detrimental to the interests of other plot and grave owners or to the Cemetery Association.
- 37. Care rendered by the Cemetery of individual graves in a private plot is not permitted. The entire lot must be placed under care with the same planting on each "interred in" grave. No planting, other than grass, is permitted on vacant graves.

RULES 37A – 37B

APPLIES TO THE FORMER KNOLLWOOD PARK CEMETERY ONLY

Newly purchased refers to plots/graves purchased after April 1, 2014.

Newly established care refers to plots/graves where no care account had been established with Mount Carmel Cemetery prior to April 1, 2014.

- 37A. Family plots in the former Knollwood Park Cemetery may have individual grave care within Family lots provided the lot is not newly purchased or where care is being newly established.
- 37B. Family lots in the former Knollwood Park Cemetery may have mixed plantings on the plot of ivy and yews. Mixed plantings cannot be ivy and lawn or yews and lawn. This rule does not apply to Family plots where the plot is newly purchased or care is being newly established. For newly purchased plots or where care is being newly established, all plantings must be the same. No planting other than grass is permitted on vacant graves.

- 38. Whenever a family monument is erected to cover more than one lot, the entire area must be placed under care.**
- 38A. Former Knollwood Park Cemetery: Rule 37 applies to newly purchased plots or where care is being newly established.**
- 39. Planted enclosures where they exist must be trimmed to approximately eighteen (18") inches above grade. The owner of each lot shall be responsible for the trimming at his or her own expense. Upon the lot owner's failure to do so, the Association may remove the enclosure after giving him or her fifteen (15) days written notice sent to his or her address of record, and in conformance with the New York State Not-for-Profit Corporation Law.**
- (a) Lot owners may plant such shrubs and plants (ivy or yews) as the Association shall approve, after first being provided with a certificate from the grower that the same are free of disease.**
- (b) All shrubs must be slow growing, and must be properly maintained by the grave or lot owners at their own expense.**
- (c) A lot owner may not plant or order the planting of hedges or any plants to form borders around a lot. No plantings will be permitted which will subdivide graves within a lot.**
- (d) Nothing hereinabove contained shall be deemed to prohibit care of a grave or lot by the owner or his duly authorized representatives. All rubbish made by such owners, gardeners or other representatives must be removed by them to such places of deposit as may be provided for this purpose immediately after completion of their work and before leaving the Cemetery. In the event this rule is not strictly complied with, the Association may upon the giving of fifteen (15) days written notice by regular or certified mail to the owner at his last known address, remove such rubbish.**
- (e) Management shall have the right to limit or restrict the planting in any area of the Cemetery. Management may, within fifteen (15) days notice, remove and dispose of any plants or shrubs**

which may have been planted by a lot or grave owner or his agent, in such areas where planting has been limited or restricted, and in conformance with the New York State Not-for-Profit Corporation Law.

OUTSIDE CONTRACTORS

40. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery office, a surety bond from a responsible insurance company authorized to do business in the State of New York in the amount of \$5,000., (or greater depending upon the size of the job and amount/type of work to be done) guaranteeing to indemnify the Association and/or a grave or lot owner for any damage caused to any lot, grave or crypt or to the property of the Association.
41. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of New York, evidencing adequate coverage for public liability and property damage and Workmen's Compensation.
42. All work performed by outside contractors shall be supervised by the Association.
43. No contractor or other person will be permitted to work in the Cemetery on Saturday, Sunday, Legal, Union or Jewish Holidays, or before 9:00 A.M. on weekdays. All workmen must leave the Cemetery grounds no later than 3:30 P.M. Monument dealers and setters will not be permitted to set or do any monument work after 3:00 P.M. on Monday through Friday.
44. All employees and contractors are subject to the supervision of the Association. Any such employee or contractor failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.
- 45A. All gardeners, monument contractors, setters, etc., employed by plot owners to work upon their plots or graves in any capacity must give notice to the Cemetery office before commencing work, stating the kind and style of work to be done, and filing with the Association a

written permit signed by the plot owner for such work, and the same shall first be approved by Management.

- 45B. Mount Carmel Cemetery Association, pursuant to state law, provides annual care services on an exclusive basis. Therefore, no owner(s) may contract with any outside party for such annual care services (i.e. care of lawns, trees, shrubs on graves/plots).
46. No materials may be brought or delivered into the Cemetery until permission is obtained by the Cemetery office.
47. The Association in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If in the opinion of the Association any work or material furnished shall be improper, it may reject the same; and if the work has already been done or the said material been delivered on the lot, the Association may enter thereon and remove the same therefrom. The Association may at its discretion put the same in proper order.
48. If in the opinion of the Association, it is necessary to make a survey before a contractor performs work or furnishes material the Association may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by the Association and the grade of all lots will be determined by the Association. The contractor shall be governed thereby.
49. Any work by an outside contractor is not permitted to be left in any improper and unfinished state, and should such occur, the said contractor shall be responsible.
50. If in the course of making improvements some degree of obstruction to roads, avenues and paths becomes necessary prior approval by the Association must be obtained and the same must be as slight as possible. No unnecessary delay will be permitted after work has been commenced.
51. If heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.

DISINTERMENTS / DISENTOMBMENTS

- 52. No disinterment/disentombment will be permitted without the consent of the Association and the written consent of the owner of the lot, grave, crypt or niche and of all of the persons whose consent may be necessary or advisable under the Laws of the State of New York. The Association may in its sole and absolute discretion, require that in addition to such consents, an order of the court will also be obtained.
- 53. All disinterments/disentombments must be made by the Association and all charges in connection therewith shall be payable in advance before a disinterment/disentombment shall be permitted.
- 54. The date of a disinterment/disentombment shall be set solely by the Association.

ENDOWED CARE

- 55. Before endowed care of any grave, lot, mausoleum, crypt or niche will be accepted by the Association, said grave, lot, mausoleum, crypt or niche shall be inspected by Management and will be required that each grave, lot, mausoleum, crypt or niche will be in a condition acceptable to the Association. If work is required to place the grave, lot, mausoleum, crypt or niche in a condition acceptable to the Association, said work shall be at the expense of the owner and paid for in addition to the amount required for the Endowed Care Trust Fund. If changes are being made to the plot, i.e. change in planting, footstone position, removal of shrubs, benches, etc., the Cemetery will require the signature of all lot owners.
- 55A. A Cemetery corporation is authorized to accept an approved sum of money (endowed care) for the purpose of investing it and using the income derived therefrom to perpetually care for a specified grave or lot. The extent of care which the Cemetery need give an endowed grave or lot is limited to the income earned on the investment. Should the income from the investment of an endowment become insufficient, the family may add additional funds.
- 56. The purchaser of any lot that borders on or directly faces any roadway in the Cemetery shall be required to purchase said lot with

Endowed Care. It shall be understood that the amount required is dependent upon the size of the lot, the type of planting and type of footstone (if any). Cost is the current approved charge at the time the endowment fund is established.

57. **The Endowed Care of one or more graves within a Family plot will not be accepted. The entire area of the plot must be placed under Endowed Care. All plantings must be alike. Position of all footstones must be alike.**
58. **New or replacement bed/ledger with a single headstone will only be permitted with Endowed Care as according to statute.**
59. **Where a double stone has been erected, both graves must be placed under Endowed Care whether or not two interments have been made, if the family desires Endowed Care.**
60. **New or replacement beds/ledgers with a double headstone will only be permitted with Endowed Care as according to statute. Both graves must be endowed whether or not two interments have been made.**
61. **Where a triple stone has been erected all three (3) graves must be placed under Endowed Care whether or not three (3) interments have been made, if the family desires Endowed Care.**
62. **New or replacement beds/ledgers with a triple headstone will only be permitted with Endowed Care as according to statute. All three graves must be endowed whether or not three interments have been made.**
63. **No plans for the construction of a mausoleum or sarcophagus will be approved until a sum sufficient to provide Endowed Care of both the building and the surrounding lot(s) has been deposited in the endowed care fund of the Association. It shall be understood that the amount necessary for Endowed Care shall be determined by the size and specifications of the building, the size of the lot and the size and type of landscaping of the surrounding area.**

RULES 64-65

APPLIES TO THE FORMER KNOLLWOOD PARK CEMETERY ONLY

Newly purchased refers to plots/graves purchased after April 1, 2014.

Newly established care refers to plots/graves where no care account had been established with Mount Carmel Cemetery prior to April 1, 2014.

- 64. Newly purchased Family plots or Family plots where no care account with the Cemetery had been established, will be charged as an entire Family plot for the purpose of Endowed Care. Care on individual graves within these Family plots will not be accepted. All plantings on gravesites must be alike and all footstones (if any) erected in the same position.**

- 65. Newly purchased single graves or graves where no care account with the Cemetery had been established, will be charged according to the type of monument erected on the gravesites. When one monument co-joins two or more single graves, endowed care (if opted for) must be paid on all of the graves co-joined regardless as to how many interments have been made. All plantings on "interred in" graves must be alike. Footstones (if any) must be erected in the same position.**