



DALSTON UNION CEMETERY BY-LAWS

APPROVED BY B.A.O. DEC. 2019

Lic. 3301701-1

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These by-laws are the rules and regulations that govern Dalston Union Cemetery and the Funeral, Burial and Cremation Services

Act, 2002 and Ontario Regulation 30/11 and 184/12 which have been approved by the registrar.

1) DEFINITIONS

Burial: The opening and closing of an in ground lot or plot for the disposition of human remains or cremated human remains.

By-Law: The rules and regulations under which the Cemetery operates.

Care and Maintenance Fund: It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

Contract: For the purposes of these by-laws, all purchasers of interment rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, and acknowledge receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide, and the Price List.

Posts: Shall mean 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.

Grave: (Also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

Interment Rights: The right to require or direct the interment of human remains or cremated human remains in a grave, and direct the associated memorialization.

Interment Rights Certificate: The document issued by the cemetery operator to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

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

Lot: For the purposes of these by-laws a lot is a single grave space.

Marker: Shall mean any permanent memorial structure that is set flush and level with the ground, and used to mark the location of a burial lot.

Monument: Any permanent memorial projecting above the ground installed within the designated space to mark the location of a burial plot or lot.

Plot: For the purposes of these by-laws, a plot is a parcel of land, sold as a single unit, containing multiple lots.

2) BY- LAWS PERTAINING TO GENERAL INFORMATION

For the purpose of this document, the cemetery operator shall mean the Dalston Union Cemetery Board of Trustees and will be referred to as the cemetery operator.

Office visitation for Dalston Union Cemetery is by appointment only, however general cemetery visitation is from 9:00 am to sundown.

General Conduct:

The cemetery operator reserves full control over 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.

By-Law Amendments:

The cemetery shall be governed by these by-laws, and all procedures will comply with 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-law and by-law amendments are subject to the approval of the Registrar, Bereavement Authority of Ontario.

Liability:

The cemetery operator 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 right save and 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 to maintain a public register that is available to the public.

Pets or Other Animals: Pets are not permitted off leash with the exception of service animals. A service animal shall mean an animal for a person with a disability if the animal can be readily identified as one that is being used by the person for reasons relating to the person's disability, as a result of visual indicators such as the vest or harness worn by the animal; or the person provides documentation from one of the following regulated health professionals confirming that the person requires the animal for reasons relating to the disability.

- i) A member of the College of Audiologists and Speech-Language Pathologists of Ontario.
- ii. A member of the College of Chiropractors of Ontario.
- iii. A member of the College of Nurses of Ontario.
- iv. A member of the College of Occupational Therapists of Ontario.
- v. A member of the College of Optometrists of Ontario
- vi. A member of the College of Physicians and Surgeons of Ontario.
- vii. A member of the College of Physiotherapists of Ontario.
- viii. A member of the College of Psychologists of Ontario
- ix. A member of the College of Registered Psychotherapists and Registered Mental Health Therapists of Ontario. (O. Reg. 165/16, s. 16).

Any service animal off leash must be under control at all times.

No animal may be allowed to defecate on cemetery property.

Pets or other animals, including cremated animal remains may not be buried on Dalston Union Cemetery grounds.

Right to Re-Survey:

The cemetery operator 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.

3) BY-LAWS FOR THE SALE OR CANCELLATION OF INTERMENT RIGHTS

A) Purchasers of interment rights 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 the 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. 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 must resell the interment rights back to the cemetery operator at the current cemetery prices, as outlined in the current cemetery price list. Dalston Cemetery has no provision for resale of lots, plots or interment rights to a third party.

B) 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 cemetery operator. The cemetery operator will refund all monies paid by the purchaser within thirty (30) days from the

date of the request for cancellation, including the care and maintenance portion. If cancelled after 30 days, the care and maintenance portion is deemed non refundable

C) Although each case is considered on its own merits, it has been generally agreed by the cemetery operator that interment rights be sold first to those having prior attachment to the greater Dalston/ Crown Hill area.

D)) It is a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery. Contributions to the care and maintenance fund are not refundable except when the sale is cancelled within the thirty (30) day cooling off period.

4) BY-LAWS PERTAINING TO BURIAL

A) Interment rights holder(s) must provide authorization prior to a burial taking place.

Should the interment rights holder be deceased, authorization must be provided by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act, i.e. Personal Representative, Estate Trustee, Executor or next of kin.

B) 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 cemetery management prior to a

burial taking place. A Certificate of Cremation must be submitted to cemetery operator prior to the burial of cremated remains taking place.

C) In accordance with the FBCSA (2002), the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for the completion of the contract and the public register prior to each burial of human remains.

D) Payment must be made to the cemetery operator before a burial can take place.

E) The cemetery operator shall be given two (2) business days of notice for each burial of human remains or cremated human remains.

F) The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery operator.

G) Cremated remains are not permitted to be scattered anywhere in the cemetery

H) 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 operator and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received by the cemetery operator 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.

I) 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).

J) Four (4) interments of cremated remains are allowed per lot, plus a casket burial. However, if cremated remains have been interred prior to the casket burial, the cremated remains must be temporarily disinterred to accommodate the casket burial, then replaced by the cemetery operator or their agent at a cost to the certificate rights holder. The cost of this process will be according to the cemetery price list.

K) Vaults and or crypts are mandatory for every casket burial.

L) There is no provision for double depth burials.

M) Seasonal interments and burials from winter storage will begin in the spring of each year when weather and ground conditions permit as determined by the cemetery operator.

5) BY-LAWS PERTAINING TO MEMORIALIZATION

A) No memorial or other structure shall be erected or permitted on a lot until all charges have been paid in full.

B) No monument, footstone, marker or memorial of any description shall be placed, moved, altered or removed without permission from the cemetery operator.

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

D) The cemetery operator 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.

E) The cemetery operator 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.

F) All foundations for monuments and markers shall be part of the monument supplier's contract at the expense of the interment rights holder.

G) Should any monument or marker present a risk to public safety because it has become unstable, the cemetery operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

H) The cemetery operator 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.

I) A monument or other structure shall be erected only after the specific design plans have been approved by the cemetery operator or their agent including: dimensions, material of structure, construction details, and proposed location.

J) In keeping with the cemetery by-laws only one monument shall be erected within the designated space on any lot.

K) The minimum thickness for flat markers including footstones is 4 inches or 10 cm.

L) All monument and markers shall be constructed of bronze or natural stone (i.e. granite)

M) No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the cemetery operator has been notified.

N) 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. Monument sizes are generally agreed upon as being shown in the table below.

Maximum Measurements

SINGLE GRAVE LOT	————	30 "
TWO GRAVE PLOT	————	60 "
THREE GRAVE PLOT	————	96"

ALL UPRIGHT MONUMENTS HAVE A MAXIMUM HEIGHT OF 48 "

6) BY-LAWS PERTAINING TO 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:

- A) Re-leveling and sodding or seeding of lots
- B) Maintenance of the cemetery roads, sewers and water system
- C) Maintenance of the perimeter walls and fences
- D) Maintenance of cemetery landscaping
- E) Repairs and general upkeep of cemetery maintenance buildings and equipment
- F) No person other than cemetery staff or an authorized agent shall remove sod or in any other way change the surface of the burial lot in the cemetery
- G) Flower beds are restricted to the area immediately in front of the monument and no more than 1 foot in depth
- H) No person shall plant trees, flower beds or shrubs in the cemetery except without the approval of the cemetery operator.
- I) Flowers placed on a grave for a funeral may be removed by the cemetery staff after a reasonable time to protect the sod and maintain the tidy appearance of the cemetery

7) BY-LAWS OUTLINING ITEMS THAT ARE PROHIBITED AND PERMITTED

The cemetery operator 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 operator 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.

A) Two solar lights per plot, (maximum 16 inches in height), in a maintained flower bed only.

B) Items which are prohibited are glassware, ceramics, metal rods, metal hooks, metal crosses, lawn ornaments, toys, wire or wooden trellis, boxes, arches, stones and benches, or any object that interferes with the regular maintenance of the cemetery grounds

C) No unauthorized person shall make any walk, cut any sod or move any corner posts or grave markers in the cemetery

D) Borders, fences and cut stone coping are not permitted

E) All flowers including saddles/wreaths will be allowed as long as they are properly maintained. Plastic flower arrangements should be removed from monuments for the season by December 1st of each year.

F) The cemetery reserves the right to disallow or remove quantities of memorial wreaths or flowers considered to be excessive and that diminished the otherwise tidy appearance of the cemetery

G) Vehicles other than authorized service vehicles are not permitted past the front fence of the cemetery or anywhere on cemetery grounds

8) BY- LAWS PERTAINING TO CONTRACTORS AND MONUMENT DEALERS

Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder and the cemetery operator 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 cemetery operator 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:

- A) WSIB coverage
- B) Evidence of liability insurance of not less than \$2 million
- C) All cemetery by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.
- D) Contractors, monument dealers and suppliers shall not enter the cemetery unless approval has been granted by the cemetery operator.
- E) Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. 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.

F) Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

Dalston Union Cemetery Board of Trustees

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