

By-Law 92-001 of the THE DAWES ROAD CEMETERIES

Whereas the FUNERAL, BURIAL AND CREMATION SERVICES ACT, 2002, S.O. 2002, c. 33 provides that By-laws may be passed for the regulation and operation of cemeteries;

And whereas it is desirable to make provisions for the care, control, and the protection of the said cemetery;

And whereas the THE DAWES ROAD CEMETERIES may amend from time to time their by-laws subject approval by the Ministry of Consumer and Commercial Relations in accordance with the FUNERAL, BURIAL AND CREMATION SERVICES ACT.

And whereas this by-law was adopted by the THE DAWES ROAD CEMETERIES on the **10th day of November, 1992.**

Now therefore The THE DAWES ROAD CEMETERIES enacts this by-law, 92-001 as follows, superseding and cancelling all previous by-laws as of this date of application, **26th day of November, 1992.**

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A. DEFINITIONS

In this by-law:

"Cemetery" shall mean any one or more of the cemeteries and the common ground owned by THE DAWES ROAD CEMETERIES, or having approval from the owner of any cemetery to conduct business with respect to that cemetery, set aside to be used for the interment of human remains;

The Dawes Road Cemeteries are located at 3169 St. Clair Avenue East, Scarborough, Ontario, M1L 1V5;
The Jones Avenue Cemeteries are located at 464-480 Jones Avenue;

"Cemetery Office" shall mean the office at 3169 St. Clair Ave. East;

"Ministry" shall mean the Ontario Ministry of Consumer and Commercial Relations;

"Trustees" shall mean the Administrative Committee of the THE DAWES ROAD CEMETERIES;

"Chairman" shall mean the chairman of the THE DAWES ROAD CEMETERIES;

"Vice Chairman" shall mean the vice chairman of the THE DAWES ROAD CEMETERIES;

"Secretary" shall mean the secretary of the THE DAWES ROAD CEMETERIES;

"Treasurer" shall mean the treasurer of the THE DAWES ROAD CEMETERIES;

"Office Manager" shall mean the person employed by the THE DAWES ROAD CEMETERIES, and responsible for the day to day business conducted at the administrative office;

"General Manager" shall mean the person employed by the THE DAWES ROAD CEMETERIES, and responsible to the Trustees for all the work carried out at both the administrative office and the Cemeteries, to ensure the continuous operation of the cemetery and, and has authority over all personnel employed by the cemetery;

"Grounds Manager" shall mean the person employed by the cemetery to ensure the day to day activities of the cemetery are conducted under the supervision of the General Manager;

"Manager" shall mean the most senior employee available at the cemetery of either the General or Grounds Manager;

"Tenant" shall mean the person(s) residing in the apartment above the cemetery office at 3169 St. Clair, who is not employed by the trustees, or the cemetery, but has responsibility to close the gates and to assist in the security of the cemetery;

"Cemetery worker/staff" shall mean any non-managerial employee hired by the management of the cemetery;

"Lot" shall mean an area of land in the cemetery containing, or set aside to contain, one human remains;

"owner" shall mean any organization, society, synagogue or congregation listed in the records of the Ministry, and in the office of the Trustees, as having Land Title to any parcel of land in any section of the cemetery;

"interment rights holder" shall mean a person or party listed in the records of the Trustees with respect to a lot;

"flat marker" shall mean any horizontal granite marker, affixed to or intended to be affixed to a burial lot;

"monument" shall mean any upright granite marker affixed to or intended to be affixed to a burial lot;

"Halacha" shall mean Jewish Law; as defined by the senior Rabbi representing the cemetery owner.

"west side, and east side" shall mean the west or east side of the cemetery road. Sections "1" to "12" are new project sections located on the west side of the road. Sections "A" to "S" and "101" to "115" are located on the east side of the road.

B. PREAMBLE-ADMINISTRATION

1. The purpose of the business of the THE DAWES ROAD CEMETERIES is to provide a Jewish Faith cemetery and to administer the cemetery in strict accordance with Halacha.
2. The executive officers of the Trustees consist of and listed by rank are:
 - 1) Chairman, 2) Vice Chairman, 3) Secretary, and 4) Treasurer.
3. The executive committee hereinafter called the Trustees, consists of 15 members including the executive officers.
4. The Trustees shall serve without compensation other than for expenses incurred in performance of their duties and subject to the consent of the Trustees. They shall adopt a course of procedure, define the duties of their officers, and enforce all rules and regulations for the management and operation of the cemeteries. It shall be their duty to arrange for the maintenance of the cemetery properties, and direct the administration of cemetery funds through the facilities of the Trustees.

5. The Trustees may, at their discretion, engage a General Manager, and such assistants as may be required to take active charge of the operation of Cemetery.
6. The Secretary shall keep a record of the proceedings of the Trustees, shall issue all notices of meetings, and in conjunction with the Treasurer, and make out all receipts, cheques for the day to day business for signatures as required. He/she shall also keep such books of account as the Trustees may direct.
7. The Trustees may engage a rabbi, who will interpret Halacha.

C. Sale of Lots/Interment Rights

1. Sale of lots shall not mean transfer of land title or ownership of land. Sale of lots shall mean the sale of interment rights.
2. All lots shall be sold for the burial of human remains in accordance with Halacha.
3. Each lot is to be sold for the burial of one human's remains.
4. A lot may be purchased at need, subject to the conditions of the contract of sale, and FUNERAL, BURIAL AND CREMATION SERVICES ACT.

D. Conditions of Sale (of Lots/Interment Rights)

1. The purchase price, as established by the Trustees, of a lot shall be as set forth in the Tariff of Rates as approved by the Ministry, and as amended from time to time.
2. A sale is subject to the FUNERAL, BURIAL AND CREMATION SERVICES ACT and Regulations.
3. The Trustees reserve the right to refuse any application for interment rights. The applicant shall not be entitled to a Certificate of Interment Rights until the purchase price is paid in full.
4. The Trustees may at any time reserve the sale of interment rights to family members of anyone buried in The Dawes Road Cemeteries: Parent, Brother, Sister, Child, Grandchild, Aunt, Uncle, Niece, Nephew, and in accordance with Halacha.
5. A lot may be selected in advance of purchase, and the owner may choose to hold the lot for a prescribed period of time without deposit, however the owner has no obligation to guarantee this lot unless a contract of sale is signed by both parties. The maximum time to purchase a lot is 40 days or until the time of need, whichever is less.
6. A lot may be purchased only for burial in accordance with Halacha.

7. The purchaser of a lot may return for refund any certificate of interment rights in his possession, providing no burial has occurred, and no monument or flat marker has been erected on that lot.
8. The contract may be cancelled in agreement with the FUNERAL, BURIAL AND CREMATION SERVICES ACT and all Money refunded except:

After 60 days, all monies paid by the purchaser shall be refunded, except those which have been applied to the Care and Maintenance Fund.

The purchaser must pay the service fee required under The FUNERAL, BURIAL AND CREMATION SERVICES ACT if the right to cancel the contract is exercised more than 30 days after the contract is made. Such service fee is the lesser of 10 percent of the amount paid by the purchaser for the pre-need services of supplies, together with any income earned by the owner on the 10 percent since the purchase or \$200.

9. No purchaser shall transfer interment rights without written notice, and subject to the conditions of contract, and to the regulations set forth in the FUNERAL, BURIAL AND CREMATION SERVICES ACT. A transfer means a gift, a bequest, or any other transfer made without consideration.
10. No purchaser shall combine lots, subdivide lots, or change the layout of any lot as it appears on the plan of the cemetery in the cemetery office.
11. One standard depth burial per lot is required in accordance with the cemetery plan. No deviation is allowed. Unused lots, will be reclaimed by the cemetery according to the provisions of the FUNERAL, BURIAL AND CREMATION SERVICES ACT.
12. The purchaser agrees to install a monument or flat marker, or complete the inscription of an existing monument or flat marker on the lot in accordance with Halacha.

E. Interments, Interment Services, and Unveilings

1. No lot shall be opened for burial or any other purpose, except by cemetery staff.
2. No interment, nor any funeral service shall take place unless in accordance with Halacha.
3. Only Funeral Directors having the ability to provide suitable services for the Jewish community shall be permitted to order an interment.
4. No interment shall take place without a Burial Permit nor until the person making arrangements for the interment shall comply with the by-laws with respect to burial.

5. Persons making purchases or making arrangements for burials shall be responsible for all charges incurred.
6. The manager shall not provide opening for interment on any lot unless and until the person or persons ordering the service first exhibit to him:
 - (a) a contract respecting the Purchase of Interment Rights and/or a Certificate of Interment Rights, and
 - (b) a contract for opening and closing charges, duly executed by the person responsible for the payment of the purchase price and opening charges, or
 - (c) for indigent burials, a warrant indicating that the Regional Welfare Administrator shall be responsible for all costs of such burial;
7. The manager shall reserve the right to demand notice and authorization for burial that provides 4 working hours on the day of the interment. For additional burials on the same working day, an additional 2 hours notice per burial service is required. If the cemetery ground is frozen more than 4 inches frost depth or there is any snow cover that requires clearing in the area of the interment, an additional 2 hours for extra set up is required. At no time can the cemetery accept greater than 4 funerals in one day.
8. The manager shall have authority to limit the number of interments that can be made in any given period of time, having due regard to conditions of safety and the dignity and solemnity of the occasion. Normally, one hour between interments is required.
9. The manager shall reserve the right to demand that a burial service is to arrive at the cemetery before 5:00 pm on any day, except:
 - (a) where it can be proven that such service is necessary because no other time is available by the funeral director due to the demand on the funeral director for burial services that day; and,
 - (b) subject to the agreement of the cemetery staff to work overtime; and,
 - (c) subject to Halacha, which may govern the last service time possible on any given day; and,
 - (d) Subject to the provisions for additional charges set forth in the Tariff of Charges.
10. The manager has the right to delay the beginning of a burial where conditions are unsafe to workers or to visitors of the cemetery, and knowing that these conditions will be overcome by the delay.
11. No interment shall be made on December 25th.

12. In accordance with Halacha, Interment services shall take priority over all other cemetery services.
13. The Trustees and their employees shall not be responsible for errors in the location of burial on lots arising from the improper instructions of interment rights holder. For the purpose of this regulation, an order from a Funeral Director shall be deemed to be an order from an interment rights holder. Under no circumstances shall the Trustees assume responsibility for errors in opening for burials where orders are given by telephone.
14. No interment equipment except that provided by the cemetery shall be used except when concrete vaults/liners are used, they shall be installed by the supplier who shall use his own equipment.
15. The cemetery staff shall fill in the lot with earth after the casket is lowered and those attending the funeral service have finished shoveling. Cemetery staff are not permitted to work with those not employed by the cemetery, regardless of any request of any person at the funeral service.
16. Cemetery staff shall not bring any cemetery machine near a lot that is to be filled in until the funeral procession is clear of the section where the interment occurs.
17. Graveside services are permitted.
18. The cemetery does not have indoor space for funeral services.
19. The cemetery at no time will make an absolute promise of readiness for a funeral arrival. Reasonable conditions of any nature may cause the cemetery staff to demand delay to any funeral service without written or prior notification to the funeral home, its staff, or the parties involved with the funeral service.

F. Caskets, and Vaults

1. Concrete vaults, or other similar liners, are not permitted on the east side.
2. Only wood caskets are allowed, manufactured in accordance with Halacha.
3. Maximum dimensions for caskets are:
82.5" (inches) length x 30.0" wide x 28" high.
4. Where concrete vaults are permitted the maximum dimensions are:
91.0" length x 35" wide x 32" high.

G. Disinterment

1. The disinterment of human remains once properly interred shall not be made without an order signed by the Regional Medical Officer of Health, the senior Rabbi, and the Interment Rights Holder.
2. A disinterment shall occur as directed by an Inspector of the Regional Medical Officer of Health, and the Manager/designated cemetery representative.
3. A disinterment is allowed only when soil conditions provide for a safe removal of remains.
4. A disinterment is subject to the decision and rules of the Regional Medical Officer of Health.
5. Any monument or flat marker designating the location of an interment shall be removed from the cemetery 24 hours prior to the time of disinterment by the interment rights holder or someone designated by him, at his own expense. Disposal of any monument shall be in accordance with Halacha.
6. The charge for disinterment shall be as set forth in the Tariff of Charges.

H. Monument and Flat Marker Dealers/Deliveries/Inscriptions/Services

1. No monument, flat marker, or any cemetery supply shall be erected or placed on any lot until its design and the plans and specifications relative to the material, construction and the proposed location thereof shall have been submitted to and approved by the General Manager.
2. No deliveries, or work of any kind shall occur other than during regularly cemetery office hours.
3. No work is permitted on any Saturday, Sunday, or Jewish holy day.
4. Work shall not occur when a funeral is in progress.
5. Work shall not interfere with visitors.
6. No person, or the equipment in his/her power shall cause damage to any part of the cemetery.
7. Cemetery workers are not required to clear snow for deliveries during the winter.
8. No rubbish, debris, or other materials shall be deposited in the cemetery.
9. Any person working in the cemetery who is not in the employ of the cemetery will provide proof of Public Liability and Worker's Compensation insurance. The owner is not liable for accidents caused by outside workers.
10. No vehicle shall drive or park on the grass unless written permission has been issued by the Grounds Manager.

11. No delivery of memorials is permitted without a delivery permit issued by the Office Manager.
12. All monuments and flat markers will be delivered to the lot by the delivery agent.
13. All monuments and flat markers shall be placed at the centre of the head of a lot except where the alignment of existing nearby monuments justifies another location.
14. No monument shall encroach on any adjoining lot for which interment rights are not possessed.
15. Temporary markers, supplied by the funeral home, following interment may be placed on a lot for a period of up to 12 months from the date of burial.
16. Interment rights holders have right to erect a maximum of one monument or flat marker per lot for the purpose of memorial of the deceased.
17. No monument or flat marker shall be placed upon a lot unless the purchase price and any other outstanding charges for such lot have been paid in full.
18. No monument or flat marker shall be permitted on any lot until the necessary charges and expenses have been paid in full, and the approval of the Owner and the Trustees has been given in writing.
19. The Trustees shall install all foundations. Installation of foundations normally occurs from July 1st to August 31st each year.
20. Foundations are subject to the tariff of rates filed with the Ministry at the time full payment is received. At the discretion of the cemetery, foundations may be installed as a part of a row of foundations, or singly at any time in anticipation of the need for such foundation.
21. A monument or flat marker shall be placed on a lot, after Shiv'ah, in accordance with Halacha. (Note: It would seem preferable, and a distinct honour to the departed, to place a monument upon the burial lot as soon as possible.)
22. All monuments and flat markers shall be constructed of granite.
23. The die portion of a monument shall not be constructed of "Stanstead" or lessor quality granite, as it is of poor quality.
24. The following Monument and Flat Marker options, and specifications are strictly enforced:
 - a) A Tolerance of 1/4 inch may be permitted over or under specified dimensions.
 - b) On the East Side, the following are maximum specifications:

Regular Size Lots:

Single Lot Upright Monument:

Die: 2'0" wide x 2'6" high x 0'8" thick

Base: 2'6" wide x 0'6" high x 1'2" thick

Total maximum overall height: 3'0"

Matching the Spouse's monument installed prior to these by-laws is permitted only if:

it is an adjoining lot, and **providing space exists**, and

the thickness of the die increases 0'1" for every foot or fraction thereof, in excess of 3'0" total height, and the thickness of the bases is 1'2", and the maximum overall height is 4'8", and the stone is granite.

Two Lot Double Upright Monument:

Die: 4'0" wide x 2'4" high x 0'8" thick

Base: 4'6" wide x 0'8" high x 1'2" thick

Total maximum overall height: 3'0"

c) On the West Side, the following are precise specifications:

Regular Size Lots:

Single Lot Upright Monument:

Die: 2'6" wide x 2'6" high x 0'8" thick

Base: 3'0" wide x 0'6" high x 1'2" thick

Total overall height: 3'0"

Two Lot Double Upright Monument:

Die: 5'0" wide x 2'4" high x 0'8" thick

Base: 6'0" wide x 0'8" high x 1'2" thick

Total overall height: 3'0"

-or-

Die: 5'0" wide x 2'6" high x 0'8" thick

Base: 6'0" wide x 0'6" high x 1'2" thick

Total overall height: 3'0"

Two Single Dies on a Double Base:

Each Die: 2'6" wide x 2'6" high X 0'8" thick

Base: 6'0" wide x 0'6" high x 1'2" thick

Gap between 2 dies must be set so that the overall width of the two dies set beside each other is exactly 5'0"

Total overall height: 3'0"

d) On either side:

Horizontal or Flat Markers:

Die: 2'6" wide x 1'2" length x 4" thick

-or

Pillow/Hickey 1 piece marker (a foundation fee is required)

Die: 2'6" wide x 1'2" length x 4" thickness at the base, and a maximum of 1'0" thickness at the top

Children or Infant Size Lots:

On any lot smaller than a regular size lot, designated for infants or children, monuments and flat markers, pillow/hickey markers shall be restricted as follows:

At least six inches less in width than the width of the lot.

For a monument:

The die must be 8 inches thick.

The base must be 1'2" thick.

Not to exceed 2 feet in total height

25. All monuments and flat markers must conform to Halacha
26. Granite Veterans' monuments or markers (supplied through Veteran's Affairs) are permissible, and are not required to conform to size specification.
27. The major inscription, on the front side, shall face east.
28. The surname or family name shall be inscribed on back side of a monument, facing west. No other inscription is permitted on the back side.

29. Pictures or photographs enclosed in glass, plastic, metal, or other material are not permitted on monuments or flat markers.
30. Inserts are not permitted on any monument or flat marker.
31. The owner is only responsible for preserving and stabilizing monuments or flat markers as per Regulations made under the FUNERAL, BURIAL AND CREMATION SERVICES ACT, but will not replace decayed or broken monuments or flat monuments.

I. Maintenance of Cemetery and Cemetery Lots

1. All work in the cemetery shall be done by or under supervision of the Grounds Manager.
2. No private landscaping is permitted.
3. The owner shall not be responsible for any damages to lots and structures or objects therein, or for flowers or articles removed from any lot. The owner shall only be responsible for damage to monuments and/or flat markers caused by the cemetery through negligence.
4. The owner will not assume responsibility for damages to monuments and/or flat markers caused by the normal use of lawn cutting equipment, or in the maintenance of foundations where safety is concerned.
5. No signs of any description shall be permitted in the cemetery except as may be required and erected by the Trustees.

J. Flowers, Hedges, Shrubs or Other Lot Decorations

1. No lot decoration shall be permitted except in accordance with the following rules:
 - (a) No lot decoration permitted by this by-law shall be placed on a lot if the lot charges for that lot and any other charges have not been paid in full.
 - (b) Copings, fences, curbs, benches, steps, structures of wood, containers made from other than plastic are prohibited.
 - (c) Floral tributes are permitted if placed on, and not planted on a lot, and shall be removed as soon as they become unsightly.
 - (d) Planting of flower beds, and shrubs on lots is permitted, but must be planted by cemetery staff. The applicable fee must be prepaid to the Trustees in advance of any planting service.

2. Stones and/or other aggregate material deposited on or around monuments and flat markers will be cleared if it is believed that the deposit of such material is either unsightly, or unsafe.

K. Visitors, Motorized and Non-Motorized Vehicles

1. Normal grounds visiting hours are:

April 1 - September 15:

Sunday.....8:00 am. to 6:00 pm.

Monday-Friday.....7:30 am. to 6:00 pm.

September 16 – March 31:

Sunday.....8:00 am. to 4:00 pm.

Monday-Thursday...8:00 am. to 4:00 pm.

Friday.....8:00 am. to 2:00 pm.

The St. Clair entrance is open during these hours. Other access gates may be open during office hours. Gates on Herron Avenue are not open during winter months or when it rains, unless specifically requested by the visitor by calling in advance or going to the cemetery office upon arrival.

2. Normal cemetery office hours are:

April 1 - September 15:

Monday-Friday.....8:00 am. to 3:00 pm.

September 16 – March 31:

Monday-Thursday...8:00 am. to 2:00 pm.

Friday.....8:00 am. to 1:00 pm

3. The office and cemetery are closed for the Sabbath and Jewish holy days.
4. The office is closed for Statutory Holidays.
5. All visitors shall act in a quiet orderly manner and shall not disturb any other visitors to the cemetery.
6. The cemetery road may be closed at any time due to construction, funeral traffic, overcrowding, or any other reason necessary to provide safe and orderly use, or maintenance of the cemetery.
7. Children under the age of thirteen shall be accompanied by an adult, and that adult is fully responsible for the actions of children in his/her care.

8. Visitors shall not request information from cemetery workers. Cemetery workers will only direct visitors to the manager. The manager shall attempt to assist visitors with queries.
9. No alcoholic beverages are permitted on the cemetery grounds.
10. No vehicle shall be brought into the cemetery for recreational use.
11. No vehicle shall park in such manner as to disrupt the orderly flow of other vehicles, or to block access to the road and the pathways. Traffic cones are placed in work areas where traffic is restricted.
12. No vehicle shall exceed a speed of 15 kilometers per hour on the road that is intended for vehicular traffic.
13. No vehicle shall park on the grass unless specifically instructed to by the manager.
14. No vehicle shall drive on the grass or any pathway.
15. No vehicle shall be abandoned in the cemetery. Disabled vehicles shall be towed by the vehicle operator/owner, or the vehicle shall be ticketed and/or towed from the cemetery, at the vehicle owner's expense.
16. Any vehicle left overnight in the cemetery without consent of the grounds manager or tenant will be deemed abandoned, and the vehicle shall be ticketed and/or towed away at the vehicle owner's expense.
17. No person shall allow or permit any dog, or other pet animal to enter or remain in the cemetery, except as required by law.
18. No person shall deposit rubbish or debris on the cemetery grounds, except in receptacles provided for that purpose.
19. No unauthorized solicitation is permitted in the cemetery.
20. No photography, or other recording is permitted during interment or other services.

L. Complaints

1. Any person having occasion to make any complaint shall make it at the office of the manager and not to any cemetery worker. If a written response is requested, then a written complaint must be issued to the manager.
2. Any complaint should indicate the date of the complaint.

3. The manager will attempt to resolve any complaint issued to him.
4. Any decision of the manager can be appealed in writing to the Trustees at the Trustees office.

M. General

1. All payments shall be made payable to "THE DAWES ROAD CEMETERIES", and shall be directed to the Trustee office at the address which can be obtained from the cemetery office.
2. Failure to enforce any one or more of these by-laws contained herein shall not be construed as a waiver of any one or more of the by-laws.
3. It is recommended to consult with the General Manager, in writing if there is any question with reference to the by-laws.