

ST. FRANCIS XAVIER CEMETERY BYLAWS

Main Office Address:

P.O. BOX 396,
Renfrew, Ontario,
K7V 4A6

Cemetery Address:

400 Bruce St, Renfrew, Ontario
Email: sfxcemetery@bellnet.ca

Cemetery By-laws

These by-laws are the rules that govern the operations of St. Francis Xavier Cemetery located at 400 Bruce St. Renfrew, On). They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

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THE BY-LAWS OF ST. FRANCIS XAVIER CEMETERY IN THE TOWN OF RENFREW, PROVINCE OF ONTARIO

PREFACE:

St. Francis Xavier Cemetery is situated in the Town of Renfrew, located on Pt. Lot 13, Pt. Lot 14, Conc. II, Town of Renfrew, County of Renfrew.

St. Francis Xavier Cemetery was founded by the Roman Catholic Episcopal Corporation of Pembroke in the year 1857. It is owned and managed by the Corporation via the Board of Trustees.

St. Francis Xavier Cemetery Board of Trustees, in the discharge of their responsibilities, appeal to the public to aid them by following these By-Laws, which have been adopted for the improvement and upkeep of the Cemetery, to keep it a becoming and respectful place for the burial of the dead.

St. Francis Xavier Cemetery is licensed to act as a Non-profit Religious Cemetery in accord with the Funeral, Burial, Cremation Services Act, 2002 (FBCSA).

A. ADMINISTRATION

1. Management and direction of the Cemetery are entrusted to an appointed Board of Trustees who, without remuneration, supervise the care and upkeep done by the Caretaker. The Board of Trustees is appointed by the Pastors of the two Parishes of Renfrew following consultation with the Bishop of Pembroke. The Parish Priests of both Renfrew Parishes are ex-officio members of the Board.
2. The Board shall meet at least twice annually. The meeting in February each year is to be considered the Annual Meeting, at which the Financial Statement is to be presented, and to set prices and resolve matters regarding the Cemetery upkeep and maintenance. At this meeting they elect from among themselves the Chairman for the year, and other Officers as necessary. As required, other meetings may be called by the Chairman.
3. The Board will consist of between 5 and 10 members. The Board members shall from time to time determine the number of members and shall elect new members. The Board Members shall be appointed and shall retire in rotation.
4. The Secretary-Treasurer will record the minutes of the meeting and the resolutions adopted and have care of all records and documents and conduct all correspondence. A proper record of all money transactions as they pertain to Cemetery operations shall be kept.
5. The Caretaker shall have custody, under the Trustee, of the Cemetery. No interment or removal of bodies shall take place without notice to the Caretaker, and he shall see that a proper Burial Permit or other Certificate required by law is furnished to him in each instance.
6. **Liability:** The cemetery operator distinctly disclaims all responsibility for any loss or damage from causes beyond its control, including but not limited to damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrection, riot, or orders of any military or civil authority, whether such damage is direct or collateral. The cemetery operator will not be held liable for any loss or damage, without limitation, to any lot, plot, columbarium niche, mausoleum crypt, monument, marker, or other article placed in relation to an interment right, except in cases of gross negligence on the part of the cemetery operator.
7. The Board shall take reasonable precautions to protect the property of Interment Right Holders, but they assume no liability or responsibility for the loss of, or damage to, any article

of any type that is placed on any lot or plot. Articles placed on lots are the sole responsibility of the interment rights holder(s).

8. **Pet Interments:** Pets or other animal remains are not allowed to be buried or scattered in the Cemetery.

9. **Scattering of Cremated Remains:** The scattering of cremated human remains/ashes are not permitted in the Cemetery.

10. **Right to Re-Survey:** The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape, size, or otherwise change all or any part of the cemetery grounds, subject to approval of the appropriate authorities and consent from the Registrar, FBCSA, BAO, where necessary.

B. DEFINITIONS

1. **“Board”** shall mean the appointed Board of Trustees for St. Francis Xavier Cemetery.
2. **“Care and Maintenance Fund”** shall mean the FBCSA, O. Reg. 30/11 and O. Reg. 184/12 require that an amount of money, that is the greater of a minimum prescribed amount and a percentage of the purchase price (excluding tax) of all interment rights sold, transferred or assigned; and prescribed amounts for monuments and markers, be contributed into the operator’s care and maintenance trust fund. Interest earned from this Care and Maintenance Fund is used to cover the costs of care and maintenance of the cemetery, including markers and monuments, in perpetuity. This trust fund is held by the Chancery Office, Diocese of Pembroke, Ontario.
3. **“Caretaker”** shall mean the person appointed by the Board of Trustees as Caretaker or Superintendent of St. Francis Xavier Cemetery.
4. **“Cemetery”** shall mean that parcel of land entitled St. Francis Xavier Cemetery, located on Lots 13 & 14 of Conc. II of the Town of Renfrew in the County of Renfrew, in the Province of Ontario.
5. **“Certificate of Interment Rights”** shall mean the certificate issued by the St. Francis Xavier Cemetery Board of Trustees to the purchaser of interment rights in a lot/plot, have been paid in full, identifying ownership and authority over those specific interment rights.

6. **“Chairman”** shall mean the Chairperson of the Board of Trustees for St. Francis Xavier Cemetery.
7. **“Children’s Grave”** shall mean any burial space intended for a child (1+ to 12 years of age) and having a size of no more than 1.07 meters (3.5 feet) by 1.52 meters (5 feet).
8. **“Columbarium”** means a structure used for the interment of cremated human remains.
9. **“Corner 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 and/or plot.
10. **“Cremation Plot”** shall mean any burial space intended to receive not more than two (2) cremated remains and having a minimum size of 45.72 cm (18 inches) by 30.48 cm (12 inches).
11. **“General Maintenance Account”** shall mean the account that has been set aside for maintenance of the Cemetery and for services rendered in connection with its operation.
12. **“Grave”** shall mean any burial space intended for an adult, and having a minimum size of 1.07 meters (3.5 feet) by 3.2 meters (10.0 feet).
13. **“Infant Grave”** shall mean any burial space intended for an infant (0 to 1 year of age) and having a minimum size of 30.48 cm (12 inches) by 60.69 cm (24 inches).
14. **“Interment Rights”** includes the right to require or direct the interment or disinterment of human remains in a lot or plot. Purchase of a Cemetery Plot entitles one to the right of burial in that Cemetery Plot; it does not refer to ownership of the land itself or any other attendant right.
15. **“Interment Rights Holder”** means the person who holds the interment rights with respect to a lot or plot, whether the person be the purchaser of the rights, the person named in the certificate of interment, or such other person to whom the interment rights have been assigned.
16. **“Lot”** An area of land in a cemetery containing, or set aside to contain, interred human remains and includes a tomb, crypt or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle.
17. **“Marker”** shall mean any memorial of granite, marble, or bronze set flush with the surface of the ground and used to mark the location of a lot. A marker may also mean an ornament affixed to or intended to be affixed to a lot, such as a columbarium niche or

other structure or place intended for the deposit of human remains.

18. **“Ministry”** shall mean the Ministry of Public and Business Service Delivery and Procurement (MPBSDP).
19. **“Monument”** shall mean any permanent memorial projecting above the ground level, including bevel markers (e.g., book, pillow, or slant markers).
20. **“Niche”** An individual compartment in a columbarium for the entombment of cremated human remains.
21. **“Plan”** shall mean the plan of the Cemetery, filed and/or approved by the Bereavement Authority of Ontario (BAO).
22. **“Plot”** Two or more lots in respect of which the rights to inter/bury have been sold as a unit.
21. **“Secretary-Treasurer”** shall mean the Secretary-Treasurer appointed by the Board of Trustees for St. Francis Xavier Cemetery.
22. **“Trust Funds”** shall mean those funds in which a trustee may invest, as defined in the “Trustee Act,” R.S.O. 1980.

C. INTERMENT RIGHTS

1. Purchase of Interment Rights:

The purchase of interment rights is not a purchase of real estate or real property. Interment right holders acquire only the right to direct the burial of human remains and the installation of monuments, markers, and inscriptions, subject to the conditions set out in these cemetery by-laws. No burial, entombment, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full and the interment rights certificate has been issued.

In accordance with the FBCSA and regulations, the purchaser of interment rights must enter into a contract with the cemetery operator, providing such information as may be required by the cemetery operator for the completion of the contract and the public register. The purchaser will receive:

1. A copy of the contract
2. A copy of the cemetery by-laws

3. A copy of the price list
4. The BAO's publication A Guide to Death Care in Ontario, also known as the "Consumer Information Guide."

The interment rights certificate will be forwarded to the person(s) listed as the interment rights holder(s) in the contract, after full payment is received.

2. Opening and Closing:

The opening and closing of graves, crypts, and niches may only be conducted by cemetery staff or by individuals designated to perform work on behalf of the cemetery under the direction of the Board, except in special circumstances and only with the permission of the Board.

The cemetery retains the right of passage over every grave so that the cemetery operations may be performed effectively.

The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

Remains to be buried in a grave must be enclosed and 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 size of the lot and/or plot.

Cemetery Plots must be sold in consecutive order and cannot be reserved for future purchase. They must be purchased outright and paid for within a reasonable time, i.e. six (6) months. Payments shall be made at the office of the Secretary-Treasurer.

The caretaker of the Cemetery, his assistant or someone in the employ of the board, shall attend each interment.

3. Notice Required:

The Cemetery (Office of the Secretary-Treasurer) requires a minimum of forty-eight (48) hours' notice prior to any interment of human remains or cremated human remains. Of the required notice period, at least twelve (12) hours must fall within the Cemetery's regular working hours. The Board shall not be responsible for the preparation of a grave for a funeral service unless the required notice has been provided.

3. Interments or disinterments will not be scheduled on (Sunday or Statutory Holiday in Ontario) unless ordered to do so by representatives of the Ministry of Health. Additional fees may be charged on these days (see below).

Extra charges will be levied for:

- a) Interments and/or disinterments subject to item 2 above.
- b) Funerals reaching the Cemetery after the hour of four o'clock in the afternoon.

Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Board, except under special circumstances, and by permission of the Board.

4. Authorization, Information and Documents Required for a Burial:

The following items are required before an interment can take place:

Contract: For each burial or entombment of human remains, the purchaser or rights holder(s) must enter into a contract as described above in Purchase of Interment Rights.

Written Permission of Interment Rights Holder(s): Interment rights holder(s) may be required to provide identification and written direction and authorization prior to a burial, or entombment taking place. Should the rights holder(s) be the deceased, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder in keeping with the Succession Law Reform Act (i.e., Estate Trustee or authorized next of kin).

Proof of Registration of Death: A burial permit issued by the Registrar General (or equivalent document for deaths that occurred outside the province of Ontario) showing that the death has been registered must be provided to the cemetery operator prior to an interment taking place.

Interment of Cremated Remains: A Certificate of Cremation must be submitted to the cemetery operator prior to the burial of cremated remains.

Payment: Interment rights and all services must be paid for in full to the cemetery operator before a burial may take place. Interment Rights in lots and/or plots may be purchased from the Board at the rates filed with the Bereavement Authority of Ontario (BAO).

5. Scattering of Cremated Remains:

St. Francis Xavier Cemetery does not sell Scattering Rights and as such prohibits the scattering of ashes anywhere on cemetery grounds.

6. Burial Allowances for a Single Lot:

- Not more than one (1) burial shall be made in any single grave except:
 - a) That of the cremated remains of four (4) persons.
 - b) A 60.96 - 30.48 cm (24" x 12") infant container may be buried at the head of a single grave in which a casket containing human remains has been buried if space allows (e.g. Monument size). All prices for Cemetery plots and services are set out in the most recent Price List. The prices for lots and/or plots include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
 - c) Three (3) urns containing cremated remains may be buried on top of one (1) earth (casket) burial*.

*Where cremated remains are interred prior to casket interment(s), all attempts will be made to locate and temporarily remove urns to facilitate casket burials. For better retrievability of the cremated remains, they should be in an urn or container that is non-biodegradable and is not breakable (urn vaults are not mandatory but are recommended). There is no guarantee that cremated remains interred in a biodegradable urn or without an urn vault can be retrieved. The cemetery operator is not responsible if there is an issue or failure with the urn or container and there is a leakage of the cremated remains which may not be recoverable. Cremated remains disinterred in advance of a full body burial will be temporarily stored in a secure location, which will be documented by the cemetery operator. There may be additional costs for the cremated remains disinterments as part of the casket opening & closing costs (please see the cemetery price list). Please also see further provisions under the **Disinterment** section.

D. CANCELLATION OF INTERMENT RIGHTS WITHIN THE 30-DAY COOLING OFF PERIOD

A purchaser has the right to cancel a contract for interment rights 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. However, if any portion of the interment rights purchased in this contract have been exercised, the contract is deemed to have been fulfilled, and the rights holder no longer has the right to cancel the contract and receive a refund for the rights purchased.

E. RESALE, CANCELLATION OR TRANSFER OF INTERMENT RIGHTS AFTER THE 30-DAY COOLING OFF PERIOD

St. Francis Xavier Cemetery does not prohibit the public resale of Interment Rights by interment rights holders to third parties providing the following conditions are met and strictly adhered to. Any sales or transfers which do not comply will not be recognized by St. Francis

Xavier Cemetery Board. **Resale of Interment Rights is Permitted.**

The rights holder has the right to sell their interment rights to a third-party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale. Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. The Cemetery Administrator must be notified in writing before the public resale process begins. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws of St. Francis Xavier Cemetery and in keeping with the FBCSA and Ontario Regulations.

1. Requirements for a Third-Party Resale:

- a) Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser the following: *
 - The interment rights certificate endorsed with the following:
 - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
 - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
 - The date on which the rights were sold to the third-party purchaser.
 - The name and address of the third-party purchaser.
 - A statement of any money owing to the cemetery operator in respect to the rights.
 - A written statement of the number of lots that have been used in the plot grounds to which the rights relate and the number of lots that remain available.
 - Any other documents in the rights holder's possession relating to the rights.
 - A copy of the current cemetery by-laws.
- b) After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.
- c) To ensure the accuracy of ownership and interment records, no third-party sale or transfer of any interment rights, or any interest therein, shall be binding upon the Cemetery Board until written notice of the proposed transfer has been provided to the Cemetery Administrator, including the name and address of the proposed transferee and the date of transfer. Upon receipt of such notice, together with payment of the prescribed administration fee in accordance with the approved Tariff of Rates, the transfer shall be duly recorded in the Cemetery's register, and only then shall the transfer be recognized as valid by the St. Francis Cemetery Board.
- d) Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser shall be considered the current

interment rights holder(s) and the purchase of the interment rights via the resale shall be considered final in accordance with the cemetery by-laws and the FBCSA.

2. *Transfer of Interment Rights

If the rights holder transfers the rights to another person for no consideration (no money), the same obligations described above apply, with necessary modifications, to the rights holder and the transferee.

3. Administration fee for resale or transfer

In the case of a resale or transfer of rights, an administration fee applies for the cemetery operator to issue a new rights certificate to the third-party purchaser or transferee, as applicable. The fee, which is set out on the cemetery price list, is also charged for replacement of lost or damaged certificates.

4. Cemetery Plots must be sold in consecutive order and cannot be reserved for future purchase. They must be purchased outright and paid for within a reasonable time, i.e. six (6) months. Payments shall be made at the office of the Secretary-Treasurer.

5. In accordance with the Funeral, Burial, and Cremation Services Act, 2002 (FBCSA), Disclosure to third party; If the Care & Maintenance fee was never paid prior to 1955 on the lot/plot, the third-party purchaser is responsible to pay the prescribed fee to the cemetery board in addition to any costs paid to the seller. It is the responsibility of the seller to make the third-party purchaser aware of the Care & Maintenance fee, in writing, before the sale or transfer is complete.

6. The deposit to the Care and Maintenance Fund shall be as specified in the regulations made under the FBCSA 2002.

- a) In the case of an in-ground grave for the burial on an adult, that is 2.23 square metres (24 square feet) or larger, the greater of 40% of the selling price or **\$290.00 – Whichever is greater.**
- b) In the case of an in-ground grave for the burial of a child or of cremated remains, smaller than 2.23 square metres (24 square feet), 40% of the selling price, **\$175.00 – whichever is greater.**

7. For lots and/or plots purchased before 1955 that were not endowed for Care & Maintenance (Perpetual Care), the current Care & Maintenance fee must be paid. Burial rights for such a plot will not be permitted until payment of the required fee. For current pricing see the Tariff of Rates.

8. In cases of transmission of ownership by Will or bequest of Interment Rights, the management reserves the right to require the production of a notarized copy of the Will or

other evidence sufficient to prove ownership.

9. The Cemetery may deem the Interment Rights to be abandoned if the Interment Rights Holder has reached, or would have reached, 120 years of age, and the Cemetery, after making reasonable efforts— including attempts to contact the Interment Rights Holder and any known next of kin or beneficiaries—is unable to confirm whether the Interment Rights Holder is living or deceased. If the Interment Rights are deemed abandoned, the Cemetery may proceed in accordance with the requirements of the Funeral, Burial and Cremation Services Act, 2002, and its regulations.

F. INTERMENTS – GENERAL INFORMATION

1. Responsibility and Fees

1.1 Persons requesting interments in lots and/or plots shall be held responsible for charges incurred.

1.2 No interment shall be permitted in any lot and/or plot where the burial rights have not been paid in full.

1.3 The interment fee includes the opening and closing of the lot and/or plot and the registration of the burial.

2. Interment Orders and Joint Ownership

2.1 When interment rights in a lot and/or plot are held jointly by two or more persons, an order for interment will be accepted only with the consent of all interment rights holders or their authorized representatives. As each joint owner holds equal rights, permission must be obtained from all owners before any interment may take place.

3. Interment Timing and Restrictions

3.1 Funerals shall be allowed in the Cemetery only between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, unless by permission of the Board.

3.2 Winter Burials: Winter burials are prohibited. The dates when burials cease at the beginning of winter and when burials recommence in the spring are set by the Cemetery Board. The remains of persons who die during the winter are placed in the vault to await burial in the spring.

The dates for the spring interment of remains retained in the vault shall be set by the Cemetery Board. Family representative(s) wishing to witness the spring interment of the deceased loved ones have the option to do so by making the necessary arrangements with the respective Funeral Director. The Cemetery is not responsible and discourages special religious services or burial arrangements (e.g., lowering devices, greens, etc.). After the spring burials have been completed, a notice thereof will be placed in the bulletins of both Renfrew Parishes.

3.3 No double depth grave openings are permitted.

3.4 The increasing use of oversized shells does not permit the Board to assume responsibility for the number of grave openings that may be made in any lot or plot.

4. Funeral Procession and Clergy

4.1 Funeral corteges within the Cemetery shall follow the route indicated by the Caretaker.

4.2 All interments taking place in St. Francis Xavier Cemetery will be done in the presence of a Roman Catholic priest, or if designated, a deacon, according to the rites of the Roman Catholic Church. Interments led by clergy of other denominations may take place only with the explicit permission of the pastor.

5. Communication and Errors

5.1 The Cemetery shall not be held responsible for any errors made for any funeral arrangements made over the telephone. These arrangements should be made in writing.

5.2 Correction of Interment Errors: The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot or plot, or the transfer or conveyance of any Interment Rights. The Cemetery may either cancel such grant and substitute other interment rights, or a lot and/or plot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Notice will be given personally to the Rights Owners. If necessary, it may be mailed to the Rights Owners or their legal representatives, at their last appearing address in the record books of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority, the Interment Rights Owner, and the Medical Officer of Health, as necessary, to disinter and re-inter the remains in such other lot, plot, grave, crypt, or niche of equal or greater value and similar location as may be substituted and granted in lieu thereof.

G. DISINTERMENT

Human remains may be disinterred from a lot with the written consent of the interment rights holder and prior notification to the local Medical Officer of Health. Notification to the local Medical Officer of Health is not required for the disinterment of cremated remains.

In some circumstances, the disinterment of human remains may be ordered by one or more public officials (e.g., Court Order, Coroner's Office etc.) and will take place without the consent of the interment rights holder(s) and/or next of kin.

No person shall remove human remains from a Cemetery unless a certificate of a Medical Officer of Health or the St. Francis Xavier Cemetery Board confirming that the FBCSA 2002

and the regulations have been complied with is affixed to the container. A burial certificate under the Vital Statistics Act is not required to re-inter human remains that have been disinterred according to the FBSCA 2002 and regulations. **Note: This does not apply to cremated remains.**

The cemetery is not responsible for damage to any casket, urn, container or vault which may occur during a disinterment. Additionally, due to the length of time that a casket, urn, container or vault has been interred and the conditions to which it has been exposed, the cemetery cannot guarantee that it can retrieve the complete casket, urn, container or vault interred in the cemetery. Should a new casket, urn or container be required at the time of disinterment, it shall be at the expense of the party authorizing the disinterment. Additionally, the cemetery operator has the right to request that a licensed funeral director be present for the disinterment at the expense of the party authorizing the disinterment.

Disinterments will be scheduled at a day and time designated by the cemetery operator. The cemetery operator reserves the right to close the cemetery or the section where the disinterment is to take place. Only those persons required or permitted by the cemetery to attend a disinterment shall be allowed to enter the cemetery or the section involved during a disinterment.

If reinterment does not take place within the same lot and if existing memorialization (monument, marker, niche front or crypt front) needs to be removed, it will be at the expense of the person authorizing the disinterment.

Once a disinterment has been completed, the lot space shall be considered available to the interment rights holder for a new interment, transfer or resale in accordance with these by-laws. If the grave, niche or mausoleum space from which a disinterment has occurred, is transferred or resold, the new interment rights holder must be made aware of the previous disinterment and agree in writing to such knowledge as part of the transfer or resale agreement.

H. COLUMBARIUM

1. Only the cemetery operator or a designated representative may open and seal niches for interments. This applied to the inside sealer and the niche front.
2. To ensure quality control, desired uniformity and standard of workmanship, only bronze plaques will be permitted and must be ordered through the cemetery administrator.
3. No person other than cemetery staff or a designated representative shall remove or altar niche fronts.
4. The total number of cremated remains that may be placed in any niche is two (2). The niche

dimensions are 12.5 x 12.5 x 14 deep.

5. Any urn which is too large to fit within the niche will not be interred in the columbarium.

I. CARE OF LOTS & PLOTS

Cemetery Maintenance, lots/Plot Care, and Regulations

1. Maintenance and Supervision

1.1 All lots and /or plots sold or assigned shall be maintained and kept properly graded, sodded, and mowed by employees of the Board.

1.2 All cemetery work—including digging of graves, care of Lots/plots, cement foundations, placement of flat markers, and similar work—shall be completed by or under the supervision of the Cemetery Caretaker. Lot/Plot owners are not permitted to perform any work on their own lots/plots.

1.3 No unauthorized person shall sod, nor move corner posts or Lot/plot markers.

2. Articles, Plantings, and Safety

2.1 The cemetery operator reserves the right to regulate articles placed on lots or plots that:

- Pose a threat to the safety of interment rights holders, visitors, or cemetery employees;
- Prevent the Cemetery from performing general operations; or
- Are not in keeping with the respect and dignity of the Cemetery.

2.2 It is prohibited to plant flowers, shrubs, trees, or other vegetation on cemetery lots/plots or graves. Commemorative trees may be planted only on the sides of roadways or pathways approved in advance by the Board. The Board reserves the right to approve the variety of tree to be planted.

2.3 All floral racks placed on tombstones must not exceed the size of the base on which they are placed.

2.4 If any trees, roots, branches or shrubs in the Cemetery become detrimental to adjacent lots, drains, roads, walks, or the general appearance of the grounds, or are otherwise inconvenient to the public, the Board may remove such trees, shrubs, or parts thereof at its discretion. Should the tree or shrub in question have been planted by an Interment Rights Holder, the Board shall provide fourteen (14) days' advance notice of the removal to the Interment Rights Holder.

2.5 Nails, wires, wooden crosses, articles of glass or pottery, or any other material that creates a hazard to workmen or visitors when neglected or broken are not allowed in the Cemetery.

2.6 It is prohibited to place gravel, cut-stone, borders, fences, railing, cut-stone coping, or hedges in or around lots/plots.

3. Plot Grading and Alterations

3.1 No Interment Rights Holder shall change the grading of their lot/plot. Should any such change occur, the Board may restore the lot/plot to its original grade at the expense of the Interment Rights Holder.

4. Implements, Materials, and Rubbish

4.1 Implements or materials used in any work within the Cemetery shall be removed without delay. If this is not done, the Caretaker shall remove the same.

4.2 Rubbish shall not be thrown on roads, walks, or any part of the grounds and must be removed by the lot/plot owner.

5. Responsibility for Articles

5.1 The Board shall not be responsible for loss or damage to any articles left/placed upon any lot/plot or within the cemetery. Articles placed on lots are the sole responsibility of the Interment Rights Holder(s).

J. CARE OF LOTS/PLOTS - FLOWERS

1. Annual Memorial Day

1.1 The Annual Memorial Day shall be announced at a date prior to the service.

2. Prohibited Items

2.1 No glass containers of any kind are allowed in the Cemetery at any time.

3. Placement of Flowers and Ornaments

3.1 It is prohibited to place cut flowers, artificial flowers, or glass floral ornaments on Cemetery plots, except on Memorial Day.

3.2 On Memorial Day, it is permitted to place **one (1) bouquet of cut flowers** or **one (1) pot of flowers** on a plot. These flowers will be removed by the Caretaker prior to the next grass cutting.

K. MONUMENTS AND MARKERS - GENERAL INFORMATION

1. Lot/Plot and Grave Variations

1.1 There are some variations in lot/plot and grave dimensions within the older sections of the Cemetery. It can prove difficult, if not impossible at times, to dig foundations and erect monuments at gravesites, depending on the location of the interred remains within a given lot/plot and grave.

1.2 At the time of receipt of a new monument order, the Cemetery Administration must be contacted for confirmation that a monument foundation of the required dimensions can indeed be installed at the requested site, prior to the start of production. Cemetery staff will provide confirmation or precise information on the suitability of the site, by telephone or fax, with confirmation expected within 48 hours of receipt of the order.

1.3 During the Cemetery off-season, when accessibility to the site may be limited, Cemetery staff will highlight any concerns or misgivings regarding the site based on its location until site installation confirmation can be provided. This is to alert monument companies and their customers of any potential risk prior to production.

2. Payment Requirement

2.1 No monument or other structure shall be erected or permitted on a lot/plot until all accrued charges have been paid in full.

3. Inscriptions and Approval

3.1 No inscription or symbol shall be placed on any monument that is not in keeping with the dignity and decorum of the Cemetery.

3.2 For new monument or marker orders, a copy of a drawing of the inscription and any symbols to be placed on a headstone, marker, footstone, or corner post must be previewed by the Cemetery Administration prior to production.

3.3 Bevel markers (e.g., Book, Pillow, Slant), considered by the Cemetery to be upright monuments, shall be allowed in the Cemetery, provided each is installed on a foundation, subject to Section H of these by-laws.

4. Permits for Placement

4.1 No monument, footstone, marker, or memorial of any kind shall be placed, moved, altered, or removed without a permit and permission from the Caretaker.

5. Candle Holders and Vases

5.1 Candle holders and vases may constitute part of a monument if made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of unbreakable, heat-resistant glass or a fire-resistant plastic material.

5.2 Requirements for candle holders:

- a) Candle holders must be included in determining the overall size of the memorial.
- b) A maximum of two candles or vases shall be placed on the base of a monument, centered on the end or ends of the base.
- c) Candle holders must be adequately drained to prevent any collection of water.
- d) Candle holders must be fully enclosed on all sides by a door or lid.

6. Request for Installation Form

6.1 No monument or marker will be delivered to the Cemetery without the Request for Installation form containing the following information:

- a) The Interment Rights Owner's name and address.
- b) Instructions for placement of the marker or monument.
- c) The dimensions in the case of a flat marker.
- d) In the case of a monument:
 - i. Dimensions of the die: height, width, length.
 - ii. Dimensions of the base: height, width, length.
 - iii. Overall size of the monument.
 - iv. Description of the monument: colour and design.
 - v. The appropriate amount for Care and Maintenance in relation to the size of the marker/monument, as set out in the Funeral, Burial and Cremation Services Act, 2002, must accompany the monument order.

7. Safety of Monuments and Markers

7.1 If a monument or marker in the Cemetery presents a risk to public safety because it is unstable, the St. Francis Xavier Cemetery Board shall take all necessary steps—including repairing, resetting, or laying down the marker—to remove the risk.

L. MONUMENTS

1. Definition

1.1 For the purpose of these By-laws, a *monument* means any permanent memorial projecting above ground level.

2. Care, Wear and Liability

2.1 Minor scraping or abrasions to the base of upright monuments caused by normal turf maintenance are considered normal wear and tear.

2.2 The Cemetery will take reasonable precautions to protect the property of Interment Rights Holders; however, the Cemetery assumes **no liability** for loss of or damage to monuments or markers, except where such loss or damage results from the Cemetery's negligence.

3. Size, Number and Placement of Monuments

3.1 The St. Francis Xavier Cemetery Board reserves the right to determine the maximum size, number, and location of monuments on each lot/plot. Monuments must not interfere with future interments.

3.2 A monument may only be erected centered over two graves. Only one monument may be erected on a lot/plot unless adjoining lots/plots are owned by the same Interment Rights Holder and both sides of the stone are intended to be used.

3.3 Monuments shall not be placed "back-to-back," nor may they be placed outside the designated monument space for the lot/plot.

4. Monument Dimensions

4.1 The maximum monument size is as follows:

- **Height:** 1.22 m (4 ft)
- **Width:** 177.8 cm (70 in)
- **Die thickness:** minimum 15.24 cm (6 in)
- **Base thickness:** minimum 30.48 cm (12 in)

4.2 The width of a monument base shall not exceed the width of the lot/plot, and no base shall be closer than 7.7 cm (3 in) to the lot/plot boundary lines.

4.3 A die must be at least 15.24 cm (6 in) thick, and where a monument exceeds 100 cm (3 ft) in height, the die must be at least 20.5 cm (8 in).

4.4 All dies must be placed on a granite base with:

- Minimum height 20.3 cm (8 in), and
- A minimum 7.6 cm (3 in) border of exposed base on all sides.

The bottom of all bases must be smooth sawn.

5. Materials

5.1 All headstones and markers must be made of stone, except bronze markers issued by Veterans' Affairs.

6. Foundations

6.1 All foundations for monuments and markers shall be constructed by the Cemetery/Board at the expense of the Interment Rights Holder. Fees are set out in the Cemetery Price List.

6.2 Foundations must be constructed in the designated location and to the correct dimensions. If incorrect dimensions were provided by the Interment Rights Holder or the monument supplier, the foundation must be removed and rebuilt at the Interment Rights Holder's expense.

6.3 Foundations must be a minimum of 1.37 m (4 ft 6 in) deep and shall be constructed as directed by the Caretaker.

6.4 Required foundation specifications:

- a) Concrete mix: 20.5 MPa; 75 mm slump; 30 mm aggregate; 5% \pm 1% air entrainment.
- b) All edges must have a trowel finish.
- c) The top surface must be level, defect-free, and flush with surrounding ground.
- d) Foundations must cure for at least 48 hours before a monument is installed.

7. Safety and Cemetery Authority

7.1 If any monument or marker presents a risk to public safety because it has become

unstable, the Cemetery Board may take whatever action is necessary to eliminate the risk, including resetting, repairing, or laying down the monument.

M. MARKERS

1. Lot/Plot Corner Markers

1.1 Upon receipt of the Rights Certificate, the Interment Rights Holder may, at their own expense, request that a Cemetery official place land markers at the corners of the lot(s).

1.2 These markers must be 15.24 cm (6 in) square, at least 15.24 cm (6 in) deep, dressed on all sides, and permanently inscribed with the lot/plot and section number.

1.3 Corner markers must be installed flush with the ground.

2. Acceptance and Installation of Markers

2.1 Markers will be accepted for installation during regular working hours only.

2.2 Installation will be completed within 30 days of acceptance, weather and ground conditions permitting.

2.3 The Cemetery will not accept markers from monument dealers for winter storage.

3. Materials, Sizes, and Restrictions

3.1 Markers or footstones made of bronze, marble, or granite are permitted, subject to size limitations and section regulations.

3.2 Placement must not interfere with future interments.

Maximum permitted sizes for flat markers:

Cremation: 14" × 8"

Infant: 14" × 8"

Single Adult: 24" × 14"

Double Adult: 30" × 14"

Maximum size for footstones:

- 12" × 6"

4. Number and Placement of Markers

4.1 One flat marker may be placed at each grave in addition to a monument.

4.2 The flat marker shall be installed at the end of the grave farthest from the monument.

5. Installation Standards

5.1 All flat markers must be installed flush and level with the ground so that mowing equipment can pass safely over them.

5.2 Markers shall be installed by Cemetery employees at the Interment Rights Holder's expense, in accordance with the Cemetery's Tariff of Rates.

6. Thickness and Construction

6.1 The minimum thickness for all flat markers and footstones is 10 cm (4 in).

6.2 The bottom bed of markers must be cut level and true.

6.3 Flat markers will not be accepted if encased in cement.

7. Marker Permissions by Lot/Plot Type

7.1 On single graves, only flat markers are permitted.

N. RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS

1. Required Documentation and Delivery

1.1 No monument or marker may be delivered to the Cemetery without the required documentation. (See **Section K, No.6** for documentation requirements.)

1.2 No monument or marker may be delivered until the foundation has been completed and the Caretaker has confirmed that the Cemetery is ready for installation.

2. Notice for Foundation Preparation

2.1 Monument dealers must indicate on each order the date by which they require the foundation to be ready.

2.2 A minimum of fifteen (15) working days' notice is required before foundation work is to begin.

3. Permissions and Removal

3.1 No monument or marker may be removed from the Cemetery without the written permission of the Caretaker.

4. Insurance and Workplace Compliance

4.1 All companies performing work in St. Francis Xavier Cemetery must carry:

- Valid Workplace Safety and Insurance Board (WSIB) coverage, and

- Adequate liability insurance.

5. Protection of Cemetery Grounds

5.1 Contractors, masons, and stonecutters must place planks on lots/plots and pathways over which heavy materials will be moved to protect the grounds from damage.

5.2 Heavy loads are not permitted in the Cemetery when road or ground conditions are unsuitable.

5.3 No monument dealer shall park on the grass unless directed by the Caretaker.

6. Accuracy of Monument Dimensions

6.1 The size of the monument delivered must not vary by more than 1.27 cm (½ inch) from the base dimensions specified on the work order.

7. Conduct and Work Restrictions

7.1 The demeanor and conduct of all workers employed by outside companies shall be subject to the direction and control of the Caretaker.

7.2 Workers must cease all activity in the immediate vicinity of a funeral service and may not resume work until the service has concluded.

7.3 All work must be performed during regular Cemetery hours unless the Caretaker grants special permission.

8. Placement of Materials and Clean-Up

8.1 All materials and equipment used during work must be placed where directed by the Caretaker.

8.2 All rubbish, debris, and surplus earth must be removed in the manner and to the location specified by the Caretaker.

8.3 If a contractor fails to remove obstructions or debris as required, the Cemetery will remove them, and the cost will be charged to the monument dealer.

9. Cemetery Staff Responsibilities

9.1 Cemetery staff are responsible for locating, opening, and closing lots/plots during burials.

9.2 The funeral director is responsible for all remaining funeral-related services.

O. MORTUARY REGULATIONS:

1. Permits and Deposits

1.1 A permit for the use of the Storage Vault must be obtained from the office of the Secretary-Treasurer.

1.2 At the time the permit is issued, a deposit must be paid to cover all expected interment expenses and vault rental fees for the period the remains will be stored.

2. Fees

2.1 Fees for the use of the vault are set out in the Cemetery's Price List.

3. Authority to Inter Remains

3.1 The Board may remove a body from the vault and inter it in a single grave:

- after the paid storage period has expired, or
- at any time if the condition of the remains makes interment necessary or advisable in the opinion of the Medical Officer of Health.

4. Insurance Requirements

4.1 Funeral Homes and/or Interment Rights Holders must ensure they have appropriate insurance coverage for any bodies stored in the vault.

5. Mandatory Removal Timeline

5.1 All bodies must be removed from the vault within 10 days following the completion of the annual Spring Burials.

6. Restrictions – Contagious Diseases

6.1 Remains of individuals who died from a contagious disease cannot be admitted to the vault and must be interred immediately.

7. Weather Conditions and Temporary Storage

7.1 The Secretary-Treasurer has the authority to determine when adverse weather conditions prevent a burial.

7.2 When necessary, the vault may be used temporarily at no additional charge until conditions permit the interment.

8. Embalming and Vault Requirements

8.1 For health and safety reasons, all bodies stored in the vault must be embalmed.

8.2 No flowers or floral pieces may be left in the vault following funerals.

9. Acceptable Caskets and Placement

9.1 Bodies may not be stored in reinforced cardboard containers. Only wooden or steel caskets are permitted for vault storage.

9.2 When placing caskets in the vault, the upper shelves must be used first, with up to five (5) caskets on each side.

P. RULES FOR VISITORS:

1. Visiting Hours

1.1 Visitors are welcome during open hours, from **9:00 a.m. to 8:00 p.m., May through October.**

1.2 Visitors are asked to conduct themselves with respect appropriate to the Cemetery.

2. Authority of the Caretaker

2.1 The Caretaker and their assistants are authorized and required to maintain order and decorum within the Cemetery.

3. Parades and Gatherings

3.1 No parades, other than funeral processions, may enter or be organized within the Cemetery.

3.2 Picnic parties are not permitted on Cemetery grounds.

4. Children

4.1 Children under twelve (12) years of age must be accompanied by an adult, who is responsible for ensuring proper conduct and for preventing children from running over lots/plots or climbing monuments.

5. Vehicles

5.1 Vehicles must be driven at a moderate speed and may not leave the avenues or park on the grass unless directed by the Caretaker.

5.2 ATV's, pleasure vehicles, snowmobiles, and similar recreational vehicles are not permitted in the cemetery.

5.3 Vehicle owners and drivers are responsible for any damage caused by their vehicles.

6. Firearms

6.1 Discharging firearms in or near the Cemetery is prohibited, except in customary volleys at burial services.

7. Pets

7.1 Dogs and other pets are not permitted in the Cemetery.

8. Damage and Liability

8.1 Any person who damages or moves any tree, plant, marker, fence, structure, or other item placed or erected within the Cemetery is liable for all resulting damage.

8.2 Such persons are responsible for all costs required to restore the Cemetery to its previous condition and for any losses incurred by Interment Rights Holders or the Cemetery.

9. Complaints

9.1 Complaints or concerns from Interment Rights Holders or visitors should be directed to the Caretaker, not to grounds staff.

9.2 Disputes or confrontations with workers or others on the grounds must be avoided.

10. Rubbish and Cleanliness

10.1 Rubbish must not be thrown on lots/plots, walkways, or roadways.

10.2 All waste must be removed by the owner or placed in designated receptacles provided for weeds, decayed flowers, plants, and similar materials.

11. Conduct

11.1 Anyone who disturbs the peace or disrupts the good order of the Cemetery through noise or improper conduct, or who violates these rules, will be reported to the Police and may be expelled from the grounds.

12. Removal of Unsuitable Articles

12.1 Any article, which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform with the natural beauty or design of the Cemetery, will be held at the Cemetery for collection.

12.2 Items not collected within **one (1) month** will be disposed of.

