



**BY-LAWS GOVERNING THE OPERATIONS OF  
BEECHWOOD CEMETERY**

A Multi-Faith Cemetery since 1873

**- 2020 -**

**(LES RÈGLEMENTS ADMINISTRATIFS RÉGISSANT LE FONCTIONNEMENT DU CIMETIÈRE BEECHWOOD SONT  
DISPONIBLES EN FRANÇAIS)**

# **THE BEECHWOOD CEMETERY**

## **ADDRESS**

The Beechwood Cemetery Company  
280 Beechwood Avenue  
Ottawa, ON K1L 8A6  
(613) 741-9530  
[www.beechwoodottawa.ca](http://www.beechwoodottawa.ca)

## **FOREWARD**

The By-laws governing the operations of The Beechwood Cemetery as stated herein are based on experience acquired in cemetery management since 1873.

Our objective is to protect, beautify and ensure respectful care of all graves, mausolea, chapel, columbaria, crematoria, and other cemetery facilities.

## **TABLE OF CONTENTS**

SECTION A: DEFINITIONS .....	6
SECTION B: RULES FOR VISITORS .....	9
SECTION C: GENERAL INFORMATION .....	11
SECTION D: SALE AND TRANSFER OF LOTS.....	13
SECTION E: INTERMENTS, INURNMENTS, ENTOMBMENTS AND DISENTERMENTS .....	18
SECTION F: MEMORIALIZATION .....	22
SECTION G: CARE OF LOTS .....	28
SECTION H: ARTICLES PLACED ON INTERMENT RIGHTS .....	30
SECTION I: MONUMENT DEALERS, CONTRACTORS AND WORKMEN .....	32
SECTION J: THE BEECHWOOD COMMUNITY MAUSOLEUM.....	34
SECTION K: INDOOR COLUMBARIUM.....	36
SECTION L: OUTDOOR COLUMBARIA AND MAUSOLEA.....	38

## **THE BEECHWOOD CEMETERY BY-LAWS**

These by-laws are the rules and regulations that govern Beechwood Cemetery and have been approved by the Registrar of Cemeteries, FBCSA, Cemeteries Regulations Unit, Ministry of Consumer Services

August 1, 2013.

# THE BEECHWOOD CEMETERY BY-LAWS

## A. DEFINITIONS

---

In these by-laws,

**Burial (also known as Interment):** The opening and closing of a lot or grave (in ground) for human remains or cremated human remains.

**By-laws:** The rules and regulations under which the cemetery (and/or crematorium) operates.

**Care and Maintenance Fund:** All interment rights are sold in perpetuity. As a requirement under provincial legislation, a portion of the purchase price of all interment rights and the prescribed amount payable upon installation of monuments and markers, and the building of private structures is contributed into an irrevocable trust fund – The Care and Maintenance Fund. Income from the Care and Maintenance Fund is used to provide general care and maintenance of the Cemetery.

**Contract:** For the purpose of these by-laws, all purchasers of interment rights must sign a contract with the cemetery, detailing obligations of both parties and acceptance of the cemetery by-laws.

**Crematorium:** A building or a portion thereof, fitted with the proper appliances for the purpose of the cremation of human remains.

**Columbarium:** A structure designed for the purpose of storing human remains that have been cremated.

**Corner Posts:** Any stone or other land marker set flush with the surface of the ground and used to indicate the location of a grave or lot.

**Crypt:** An individual compartment in a mausoleum for the entombment of human remains.

**Disinterment, Disinurnment or Disentombment:** The removal of human remains, including cremated human remains, from a closed grave or lot, or sealed niche or crypt.

**Entombment:** The opening and closing of a crypt for the placement of human remains.

**FBCSA:** Funeral, Burial and Cremation Services Act (2002). (See definition of “Ministry” below).

## THE BEECHWOOD CEMETERY BY-LAWS

**Feature Wall:** For the purpose of these by-laws, a feature wall is a permanent above ground-level structure to which adult single graves and/or cremation urn spaces are adjacent.

**Grave:** Any in ground burial space intended for the interment of human remains or cremated human remains (see definition of “Lots” below).

**Interment Rights:** The right to require or direct the burial, inurnment or entombment of human remains or cremated human remains in a grave, lot, niche or crypt and to direct any associated memorialization.

**Interment Rights Certificate:** A document, issued by the cemetery once interment rights have been paid in full, specifying the ownership of the interment rights.

**Interment Rights Holder:** The person or legal representative registered in the books of the cemetery as the holder of the interment rights (see definition of “Purchaser” below).

**Inurnment:** The opening and closing of a niche for the placement of cremated human remains.

**Lots:** For the purpose of these by-laws, a lot is a parcel of land, sold as a single unit, containing multiple graves (see definition of “Graves” above).

**Marker:** A memorial constructed of bronze or granite, set flush and level with the ground, except where attached to a feature wall.

**Mausoleum:** A building or other structure used as a place for the entombment of human remains in sealed crypts.

**Memorials:** All markers or monuments, columbarium niche or mausoleum crypt fronts, and any other form on which the names of individuals interred, inurned or entombed within the cemetery are inscribed.

**Ministry:** The Ministry of Consumer Services, who administers the Funeral, Burial and Cremation Services Act (FBCSA) (2002) and its regulations, which may be amended from time to time.

**Monument:** A permanent upright (above ground) memorial, constructed of granite or bronze material, installed within the designated monument space of lots or graves.

**Monument Base:** That portion of the monument, constructed of granite, and set on the concrete monument foundation to provide stability and protection for the monument Tablet.

## THE BEECHWOOD CEMETERY BY-LAWS

**Monument Tablet:** The portion of the monument set on the monument base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation upon which the monument is set.

**Monument Space:** That portion of the lot(s) or grave(s) designated to contain the monument.

**Niche:** An individual compartment in a columbarium for the inurnment of cremated human remains.

**Private Structure:** A structure that may contain crypts, niches, or a combination of both, for the sole use of the interment rights holder(s).

**Purchaser:** The individual purchasing the interment rights, products, or services. The purchasers cannot direct interments, inurnments, entombments, or memorialization unless they are registered as the interment rights holders and are so named on the interment rights certificate (see definition of “Interment Rights Holder” above).

**Scattering:** The act of spreading of cremated remains over a designated area within the cemetery with the knowledge and permission of the cemetery operator and in keeping with cemetery by-laws.

**Shared Monument:** For the purpose of these by-laws, a shared monument is a permanent upright memorial which provides inscription privileges to the interment rights holder(s) of a shared monument lot, on the side of the shared monument directly adjacent to their lot.

# THE BEECHWOOD CEMETERY BY-LAWS

## B. RULES FOR VISITORS

---

**Private Property.** This cemetery is private property. Rights holders and public visitors (referred to as “visitors”) use of the cemetery is at their own risk. The following rules apply:

- a) **Visiting Hours.** Visitors are always welcome at the cemetery during the open hours, from sunrise to sunset.
- b) **General Conduct.** Visitors are asked to respect those interred within the cemetery and to conduct themselves in a quiet manner that shall not disturb any service(s) being held.
- c) **Order and Decorum.** The cemetery is empowered and is required to preserve order and decorum.
- d) **Parades and Special Events.** No parades or special events, other than funeral processions, shall be admitted to or organized within the cemetery unless prior approval has been obtained from the cemetery management.
- e) **Children.** Children are not admitted to the grounds unless accompanied by an adult, who shall be responsible for their conduct.
- f) **Motorized Vehicles.** Motorized vehicles shall be driven safely, with due decorum and at a maximum speed of 20 km/hour and shall not leave the paved surfaces. Proprietors of vehicles shall be responsible for any damage done by them or their drivers.
- g) **Complaints.** All complaints by lot owners or visitors should be made at the cemetery office.
- h) **Photographing, Filming and Video Taping.** Photographing, filming and video taping of any part of the cemetery may only take place with prior permission from the cemetery.
- i) **Dogs.** Dogs on leashes are only permitted in the cemetery on roadways and walkways. We ask that all owners respect the sanctity of the cemetery grounds, keep their dogs off grassed areas and clean up after their dogs. **Please note:** This privilege could be rescinded without notice. Failure to follow these rules may result in expulsion from the grounds. **The cemetery is not a dog park.**
- j) **Damage to Property.** No one may damage, destroy, remove, or deface any property in or belonging to the cemetery.
- k) **Improper Conduct.** In the sole opinion of the cemetery, any person disturbing the quiet and good order of the cemetery by noise or any other improper conduct or who violates these by-laws will be expelled from the grounds.



## THE BEECHWOOD CEMETERY BY-LAWS

- l) **Gratuities Prohibited.** Gratuities shall not be offered at any time.
- m) **Bicycles.** Bicycles shall be ridden safely, with due decorum at a maximum speed of 15km/hour and shall not leave the paved surfaces.
- n) **Inappropriate Attire.** Attire found too revealing by the cemetery staff could result in expulsion from the grounds.
- o) **Soliciting.** Canvassing, soliciting, advertising, or distributing business cards in the cemetery is prohibited.

# THE BEECHWOOD CEMETERY BY-LAWS

## C. GENERAL INFORMATION

---

- 1. Price List.** A current price list is available, without cost or obligation, at the cemetery office as well as on the Beechwood Cemetery website.
- 2. Liability for Loss or Damage.** The cemetery will not be held liable for any loss or damage, without limitations (including damage by the elements, Acts of God, or vandals) to, any grave, lot, columbarium niche, mausoleum crypt, monument, marker, plant material or other article that is being placed in relation to an interment right.

The cemetery only assumes liability if during the course of performing routine cemetery operations the cemetery or its employees should cause damage to any grave, lot, columbarium niche, mausoleum crypt, monument or marker. The liability shall be limited to the extent of the damage caused, and the cemetery shall make a reasonable effort to correct the damage.

- 3. Special Interest Features.** All requests for special interest features must be approved by Beechwood Cemetery's Board of Directors.
- 4. Public Access to Information.** The cemetery is committed to protecting the privacy of its interment rights holder(s). We collect, use, and disclose personal information as required by governing federal and provincial legislation. We do not rent, sell, or trade personal information lists. Individuals may request their personal information in writing at any time to ensure that it is correct and current or to edit it.

Provincial legislation – Section 110 of Ontario Regulation 30/11 requires all cemeteries and crematoriums to maintain a public register that is available to the public during regular office hours.

- 5. Changes in By-laws.** The cemetery may, from time to time, change the by-laws in order to best serve the interests of the cemetery and interment rights holder(s). Public notice indicating pending changes will be posted at the entrance to the cemetery and placed in a local newspaper. All changes to the by-laws are subject to the approval of the Registrar, Cemeteries Regulations Unit, Ministry of Consumer Services.

## THE BEECHWOOD CEMETERY BY-LAWS

- 6. Right to Re-survey.** In accordance with any governing provincial legislation in effect at the time, the cemetery has the right 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.

# THE BEECHWOOD CEMETERY BY-LAWS

## D. SALE AND TRANSFER OF LOTS

---

1. **Ownership of Interment Rights.** Ownership of all cemetery lands remains the property of the Beechwood Cemetery at all time. Interment rights holders acquire only the right to direct the burial, inurnment or entombment of human remains and cremated human remains, and the installation of memorialization, as set out in these by-laws. In accordance with these by-laws, no burials, entombments, inurnments, or installation of any 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. Interment rights holders wishing to re-sell their interment rights may advise the cemetery operator of their intention prior to seeking a third-party buyer for their interment rights.
2. **Resale of Interment Rights.** The cemetery does not prohibit the resale of an un-utilized interment right. Purchasers or interment rights holders may offer the interment rights to the cemetery operator. The cemetery may repurchase the interment rights if the cemetery so desires and may negotiate the purchase price so long as the seller acknowledges being aware of the cemetery's current price list amounts for interment rights. If the cemetery operator does not wish to re-purchase the interment rights, the interment right may be sold to a third party for no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the cemetery operator and the purchaser meets the qualifications and requirements as outlined in the cemetery operator's by-laws. The cemetery operator is not obligated to buy back the interment rights.
3. **Cancellation of:**
  - a. **Interment Rights within 30 Days.** A purchaser has the right to cancel an 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, once payment for the interment rights has been made in full and an interment rights certificate has been issued, the purchasers relinquish their right to cancel the contract, and the interment rights holders, as registered on the cemetery records, may provide written notice of cancellation to the cemetery office in accordance with cemetery by-laws.
  - b. **Interment Rights after 30 Days.** For contracts entered into before July 1, 2012 and upon receiving written notice from the purchaser of the interment rights, the

## THE BEECHWOOD CEMETERY BY-LAWS

cemetery operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required under provincial legislation to be deposited into the Care and Maintenance Fund. Alternatively, the purchasers may sell their rights to a third party for no more than the price listed on the cemetery price list. The refund will be made within thirty (30) days of receiving said notice.

For contracts entered into on or after July 1, 2012, the purchaser may sell their rights in accordance with subsection (2).

However, once payment for the interment rights has been made in full and an interment rights certificate has been issued, the purchasers relinquishes their right to cancel the contract, and the interment rights holders, as registered on the cemetery records, may resell the interment rights in accordance with subsection (2). If the interment rights certificate has been issued to the interment rights holder(s), the certificate must be returned to the cemetery operator along with the written notice of cancellation.

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

- 4. Resale of an Interment Right if Utilized.** The interment rights holder(s) are not entitled to re-sell an interment right if any portion of the interment right has been utilized.
- 5. Subdivision of an Interment Right.** Interment rights holder(s) are not entitled to subdivide an interment right.
- 6. Care and Maintenance Fund.** As required by sections 166 and 168 of Regulations 30/11, a portion of the purchase price of all interment rights and a prescribed amount for monuments and markers is contributed into an irrevocable fund – Care and Maintenance Fund. Income is used to provide general care and maintenance of the cemetery. Contributions to the Care and Maintenance Fund are not refundable.
- 7. Arrears.** The resale or transfer of interment rights may be made only after the interment rights have been paid in full and any arrears associated with them are paid in full.
- 8. Requirements Regarding Re-sale or Transfer of a Non-Utilized Interment Right.** The interment rights holders intending to sell or transfer their interment rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the third-party purchaser(s) or transferee(s) with a certificate and any other required documents:
  - a. An interment right certificate and the endorsement of sale or transfer of interment rights document by the current rights holder(s);

## THE BEECHWOOD CEMETERY BY-LAWS

- b. If the resale or transfer involves interment rights, a written statement of the number of interments, inurnments or entombments that are permitted;
- c. Any other documentation in the interment rights holders' possession relating to the rights.

The third-party purchaser(s) or transferee(s) will be provided with the following documents by the cemetery operator:

- a. An interment right certificate and the endorsement of sale or transfer of interment rights document by the current rights holder(s);
- b. A copy of the cemetery's current by-laws;
- c. A copy of the cemetery's current price list;
- d. If the resale or transfer involves interment rights, a written statement of the number of interments, inurnments or entombments that are permitted;
- e. Any other documentation in the interment rights holders' possession relating to the rights.

The cemetery operator will require:

- a. A statement signed by the rights holder(s) selling or transferring the interment rights acknowledging the sale or transfer of the interment rights to the third-party purchaser(s) or transferee(s);
- b. Confirmation that the person(s) selling or transferring the interment rights is(are) the person(s) registered on the cemetery records and that they have the right to resell or transfer the interment rights;
- c. A record of the date of resale or transfer of the interment rights to the third-party purchaser(s) or transferee(s);
- d. The name and address of the third-party purchaser(s) or transferee(s);
- e. A statement showing all monies relating to the interment rights are paid in full.

Once the endorsed certificate and all required information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the third-party purchaser(s) or transferee(s).

Upon completion of the above listed procedures, and upon the issuance of the new interment rights certificate, the third-party purchaser(s) or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery may charge an administration fee for the resale or transfer in accordance with the price listed on the cemetery's current price list.

## THE BEECHWOOD CEMETERY BY-LAWS

The cemetery does not prohibit the resale of an un-utilized interment right. The cemetery may repurchase the interment rights from the rights holder(s) if the cemetery so desires and may negotiate the purchase price so long as the seller acknowledges being aware of the cemetery's current price list amounts for interment rights.

**9. Requirements to Transfer a Utilized Interment Right.** The interment rights holder(s) intending to transfer their rights shall provide the following documents to the cemetery operator so that the operator can confirm the ownership of the rights and provide the transferee(s) with the required certificate, etc.:

- a. An interment right certificate and the endorsement of transfer of interment rights document by the current rights holder(s);
- b. If the transfer involves interment rights, a written statement of the number of interments, inurnments or entombments that have been used in the lot and the number of interments, inurnments, or entombments that remain available;
- c. Any other documentation in the interment rights holders' possession relating to the rights.

The transferee(s) will be provided with the following documents by the cemetery operator:

- a. An interment right certificate and the endorsement of transfer of interment rights document by the current rights holder(s);
- b. A copy of the cemetery's current by-laws;
- c. If the transfer involves interment rights, a written statement of the number of interments, inurnments or entombments that have been used in the lot and the number of interments, inurnments, or entombments that remain available;
- d. Any other documentation in the interment rights holders' possession relating to the rights.

## THE BEECHWOOD CEMETERY BY-LAWS

The cemetery operator will require:

- a. A statement signed by the rights holder(s) transferring the interment rights acknowledging the transfer of the interment rights to the transferee(s);
- b. Confirmation that the person transferring the interment rights is the person registered on the cemetery records that has the legal authority to transfer the interment rights;
- c. A record of the date of transfer of the interment rights to the transferee(s);
- d. The name and address of the transferee(s);
- e. A statement showing all monies relating to the interment rights are paid in full.

Once the endorsed certificate and all required information have been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment rights certificate to the transferee(s).

Upon completion of the above-listed procedures, and upon the issuance of the new interment rights certificate, the transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the FBCSA.

The cemetery operator may charge an administration fee for the transfer in accordance with the price listed on the cemetery operator's current price list.

**10. Proof of Ownership.** In cases of transfer of interment rights by will or bequest of the remaining interment rights in a lot, the cemetery reserves the right to require a notarized copy of the will or other evidence sufficient to prove ownership.



# THE BEECHWOOD CEMETERY BY-LAWS

## E. INTERMENTS, INURNMENTS, ENTOMBMENTS AND DISINTERMENTS

---

- 1. Written Permission by Interment Rights Holder.** Interment rights holder(s) must provide written authorization prior to an interment, inurnment or an entombment taking place. Should the interment rights holder be deceased or incapacitated, authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder i.e. Personal Representative, Estate Trustee, Executor or closest next of kin.
- 2. Telephone Interment, Inurnment or Entombment Orders.** Orders for interments, inurnments or entombments may be given by telephone. However, the cemetery will not be responsible for any errors or misunderstandings that may arise, and such verbal orders shall be confirmed in writing prior to the interment, inurnment, or entombment. The cemetery requires that families attend the cemetery office prior to an interment, inurnment, or entombment to provide the necessary details in accordance with current policy. The cemetery may alter these requirements under extenuating circumstances.
- 3. Burial Permit.** 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 the cemetery office prior to an interment, cremation or entombment taking place.
- 4. Cremation Certificate.** A Certificate of Cremation must be submitted to the cemetery office prior to the interment or inurnment of cremated remains taking place.
- 5. Contract.** In accordance with the FBCSA, the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for completion of the contract and the public register, prior to each interment or entombment of human remains, or each interment or inurnment of cremated human remains.
- 6. Payment.** Payment must be made to the cemetery before an interment, inurnment or entombment can take place.
- 7. Arrears.** No interment, inurnment or entombment shall be permitted if any outstanding charges are due and unpaid.
- 8. Authorization of the Social Services Agency.** Written instruction/requisition from a social services administrator must be submitted to the cemetery office before an interment assisted by the Social Services Agency may take place.
- 9. Time of Notice.** The cemetery shall be given at least 8 business hours of notice for each interment/entombment of human remains or interment/inurnment of cremated human remains.

## THE BEECHWOOD CEMETERY BY-LAWS

**10. Interments on Sundays or Statutory Holidays.** No interments shall be made on a Sunday or Statutory Holiday except upon presentation of a medical certificate that orders The Beechwood Cemetery to carry out the burial within 24 hours of death in accordance with the regulations of the Department of Health for the control of communicable diseases.

**11. Opening and Closing of Interment Rights.** The opening and closing of graves, crypts and niches may only be conducted by the cemetery staff.

To ensure safe conditions are maintained at all times, families wishing to witness the closing of a grave shall remain a minimum of 10 metres from the open grave and/or the equipment.

Every effort will be made to complete an interment on the assigned day and time. If conditions beyond the cemetery's control arise and an interment cannot be made at the scheduled time, the cemetery reserves the right to establish a temporary set up, and the interment shall be completed as soon as possible at a later time.

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

The cemetery retains the right to temporarily relocate a monument or marker and remove any planting materials so that cemetery operations involving the opening and closing of a grave may be performed.

The opening of a grave for interment necessitates the temporary mounding of earth on adjacent graves. The cemetery reserves the right to determine the location for the temporary mound and will make reasonable efforts to restore adjacent graves to their original condition as soon as possible following the closing of the grave.

Funeral flowers, delivered to the cemetery at the time of interment, will remain on the lot or grave for a minimum of 5 days and will be removed at any time thereafter and disposed of by the cemetery staff.

**12. Number of Interments.** Unless otherwise specified on the contract a maximum of two caskets may be interred in each grave.

Where two caskets are to be interred in the same grave, the first casket must be interred at extra depth.

## THE BEECHWOOD CEMETERY BY-LAWS

- 13. Number of Urns Permitted.** A maximum of 8 urns may be interred in any adult grave. Should urns be interred before the maximum number of casket interments have occurred, urns must be interred beside or directly in front of the monument or in the case of a grave with a flat marker, just under the marker. Beechwood will make every effort to locate urns when digging a traditional grave but cannot be held responsible for damage that may occur to the interred urns.
- 14. Permanent Mounds.** Permanent mounds will not be permitted over graves.
- 15. Scattering of Cremated Remains.** Cremated remains are not permitted to be scattered on a grave or lot.
- 16. Disinterments.** Human remains may be disinterred from a grave provided that the written consent (authorization) of the interment rights holder has been received by the cemetery operator and the Medical Officer of Health has been notified. A certificate from the local Medical Officer of Health must be received at the cemetery office before the removal of casketed human remains may take place.

To change from standard depth to extra depth, the raising and subsequent lowering of remains are considered a disinterment.

The cemetery will not be responsible for damage to any casket or container which occurs during the course of the disinterment. A new casket or container may be required to facilitate a disinterment for which an additional charge will apply.

Disinterments will be completed at a day and time designated by the cemetery.

The cemetery reserves the right to disallow any witnessing of the disinterment.

A certificate from the local Medical Officer of Health is not required for the removal of cremated remains. The retrieval of cremated remains interred in a lot or grave cannot be guaranteed.

The cemetery will not be responsible for damage to any cremation urn or cremation urn outer container which occurs during the course of the disinterment. The condition of any cremation urn or cremation outer container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the disinterment.

The process of scattering of cremated remains is irreversible; therefore, scattered cremated remains cannot be retrieved.

## THE BEECHWOOD CEMETERY BY-LAWS

In special circumstances, the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder(s) and/or closest next of kin.

- 17. Contagious Diseases.** The remains of a person who died from a contagious disease are not to be disinterred except when the Medical Officer of Health, or other public officer having authority at the time, approves of the disinterment. No family members or other persons will be allowed to be present for any disinterment, except cemetery staff and Health Department officials.

It is a legal requirement that the cemetery be notified that a death is a result of a contagious disease, prior to arrangements being made for the interment.

In the event that a contagious disease has been confirmed, the cemetery reserves the right to adhere to recognized Health and Safety practices.

The cemetery may designate the hour and manner in which these interments may be made.

- 18. Pets and Other Animals.** Only human remains shall be interred, inurned or entombed in the cemetery.

# THE BEECHWOOD CEMETERY BY-LAWS

## F. MEMORIALIZATION

---

- 1. Memorialization.** Memorialization is only permitted once all cemetery charges have been paid in full. Memorialization includes but is not limited to:
- a. Monuments
  - b. Markers
  - c. Foundations
  - d. Inscriptions
  - e. Private structures
  - f. Benches

No memorialization shall be placed, moved, altered, or removed without permission from the cemetery.

- 2. Approval of Design.** No memorialization shall be placed on any lot until its design, dimensions, plans and specifications relative to the material, construction and the proposed location thereof have been submitted to and approved by the cemetery. This includes unique designs for monuments including, but not limited to, a boulder, a sculpture and benches used for the purpose of memorialization.
- 3. Material and Finish of Monuments.** All monuments shall be constructed of granite and/or bronze material unless otherwise approved by the cemetery.
- 4. Only One Monument.** Only one monument shall be erected on a lot or grave within the designated monument space.
- 5. Foundations.** All foundations for monuments shall be built by the cemetery staff at the expense of the interment rights holder(s). A minimum of 30 days notice is required before any foundations can begin construction. The construction of foundations is only available from May 1 to November 1, weather permitting. The foundations for a monument must be 5.08 cm (2 in) larger than the dimensions of the monument base and if incorrect dimensions have been given on the application form the foundation will be removed and rebuilt by the cemetery staff at the interment rights holder's expense.
- 6. Foundation Charges.** The charges for the construction of foundations are set forth in the cemetery pricelist and shall become due and payable before the work is undertaken.
- 7. Foundation Depth.** Foundations shall be not less than 137.16 cm (4 ft 6 in) in depth.
- 8. Delivery of Monuments to the Cemetery.** Monuments shall not be delivered to the cemetery for installation until the foundation has been constructed and the interment rights holder(s) or supplier has been notified by the cemetery operator.

## THE BEECHWOOD CEMETERY BY-LAWS

**9. Dimensions of Monuments.** On lots or graves where monuments are permitted, the following will apply:

- a. **Single Graves** – (3 ft x 10 ft) where monuments are permitted
  - i. Base: Maximum length - 60.96 cm (2 ft)  
Maximum width - 35.56 cm (1 ft 2 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument: (base & tablet)  
Maximum height - 91.44 cm (3 ft) from ground
- b. **Single Graves** – (4 ft x 10 ft) where monuments are permitted
  - i. Base: Maximum length - 76.20 cm (2 ft 6 in)  
Maximum width - 35.56 cm (1 ft 2 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument: (base & tablet)  
Maximum height - 106.68 cm (3 ft 6 in) from ground
- c. **Two Grave Lots** – (6 ft x 10 ft) where monuments are permitted
  - i. Base: Maximum length - 91.44 cm (3 ft)  
Maximum width - 50.80 cm (1 ft 8 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument: (base & tablet)  
Maximum height - 106.68 cm (3 ft 6 in) from ground
- d. **Three Grave Lots** – where monuments are permitted
  - i. Base: Maximum length - not to exceed 50% of the width of the lot  
Maximum width - 55.88 cm (1 ft 10 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument:(base & tablet)  
Maximum height - 137.16 cm (4 ft 6 in) from ground

## THE BEECHWOOD CEMETERY BY-LAWS

- e. **Four Grave Lots** – where monuments are permitted
  - i. Base: Maximum length - not to exceed 50% of the width of the lot  
Maximum width - 55.88 cm (1 ft 10 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument: (base & tablet)  
Maximum height - 167.64 cm (5 ft 6 in) from ground
  
- f. **Lots larger than Four Grave Lots** – where monuments are permitted
  - i. Base: Maximum length - not to exceed 50% of the width of the lot  
Maximum width - 55.88 cm (1 ft 10 in)  
Maximum height - not to exceed 25% of the total height of monument from ground
  - ii. Monument: (base & tablet)  
Maximum height - subject to regulations on thickness

**10. Thickness of Monument Tablet.** The following will apply:

Up to & including 91.44 cm (3 ft) (from ground) - 15.24 cm (6 in)

From 91.44 cm (3 ft) to 137.16 cm (4 ft 6 in) (from ground) - 20.32 cm (8 in)

From 137.16 cm (4 ft 6 in) to 167.64 cm (5 ft 6 in) (from ground) - 25.40 cm (10 in)

Tablets for monuments exceeding 167.64 cm (5 ft 6 in) in height from ground will increase 2.54 cm (1 in) in thickness for every foot of increased height.

**11. Bases.** All bases of monuments shall be of the same material as the tablet. The bottom 10.16 cm (4 in) of a monument base must be of a rock-pitch finish. Minor scraping of the monument base due to lawn maintenance is considered to be normal wear.

**12. Damage to Memorialization.** The cemetery will take reasonable precautions to protect the memorialization of interment rights holder(s), but it assumes no liability for the loss of, or damage to, any parts thereof.

**13. Inscriptions on the backs and sides of Monument Tablets.** Only the surname and a monument design are permitted on the back of a monument tablet facing adjacent lot(s) or grave(s). Given names, dates of birth and death, epitaphs, etc. are not permitted. No lettering shall be permitted on the side of a monument unless prior approval has been obtained from the cemetery.

## THE BEECHWOOD CEMETERY BY-LAWS

- 14. Inscriptions.** No inscription shall be placed on any memorialization, which in the opinion of the cemetery is not in keeping with the dignity and decorum of the cemetery. Inscription rights may vary depending on the location of the interment rights. To ensure quality control, consistency and integrity of design, inscriptions must be approved by the cemetery.
- 15. Free Standing Crosses.** The rules pertaining to monuments for the cemetery shall apply to all free standing crosses. Drawings and specifications for such must first be submitted to and approved by the cemetery. All crosses must be adequately dowelled to the monument or monument base.
- 16. Dowelling.** All columns, crosses, etc., shall be adequately dowelled to their bases unless the underside of each superstructure is, in the judgment of the cemetery, of sufficient area in relation to its height to ensure stability. Dowels must be a minimum of 1.27 cm (½ in) in diameter and be inserted not less than 15.24 cm (6 in) into the base and bottom of the monument. All dowels must be made of a non-corrosive material.
- 17. Inserts and Emblems.** Inserts and emblems (exclusive of pictures and photos) made of bronze, granite or stainless steel are permitted on monuments and must be attached by means of approved pins or clips.
- 18. Pictures, Etchings and Photographs on Monuments.** Pictures, etchings or photographs of a non-permanent nature will be removed and disposed of by the cemetery staff without notification. The cemetery does not accept any responsibility or liability for permanently affixed pictures, photographs or etchings should they become lost, faded, cracked, damaged, or need to be removed.
- 19. Vertical Joints.** To ensure stability, no mausoleum, vault or monument shall have any uncovered vertical joints.
- 20. Boulder Monuments.** Boulder monuments require an appropriate setting and are subject to the approval of the cemetery operator.
- 21. Unstable Memorials.** When public safety is deemed to be at risk due to unstable memorials, the cemetery reserves the right to do whatever it deems necessary including but not limited to, repairing, resetting, laying down or removing the risk.
- 22. Repairs of Monuments.** All interment rights holders are required to keep all markers and monuments erected on their lot(s) or grave(s) in proper repair at their own expense. The cemetery will make all reasonable efforts to notify the interment rights holder(s) in writing of any repairs necessary, as a result of vandalism, Act(s) of God, or other damage.



## THE BEECHWOOD CEMETERY BY-LAWS

- 23. Removal of Memorialization.** Any memorialization purchased by anyone other than the interment rights holder, may be removed upon the written request of the interment rights holder.
- In the event of default in payment, the cemetery reserves the right to remove a marker or monument from the lot or grave.
- The cemetery reserves the right to remove at its sole discretion any memorialization which is not in keeping with the dignity and decorum of the cemetery.
- 24. Marker Materials.** All markers must be made of bronze or granite material.
- 25. Types of Markers.** The cemetery may specify certain lots or graves on which only bronze markers or granite markers may be installed.
- 26. Setting Markers and Charges.** All markers shall be set in the ground by the cemetery staff. All markers set will be at the expense of the lot owner under the rate set in the current pricelist and paid prior to the work being undertaken.
- 27. Size of Markers.** Unless otherwise specified on the interment rights contract the following maximum size of markers shall apply:
- a. Adult Grave – shall not exceed 60.96 cm (24 in) x 45.72 cm (18 in)
  - b. Child Grave – shall not exceed 50.80 cm (20 in) x 30.48 cm (12 in)
  - c. Infant Grave – shall not exceed 40.64 cm (16 in) x 25.40 cm (10 in)
- 28. Placement of Markers.** Only one marker may be placed at the foot of each grave.
- 29. Granite Markers.** Granite markers shall not be more than 15.24 cm (6 in) nor less than 10.16 cm (4 in) in thickness, of uniform thickness throughout and smoothly finished on the top and bottom surfaces.
- 30. Bronze Markers Bases.** Bronze markers must be attached to a granite base of not more than 15.24 cm (6 in) and not less than 10.16 cm (4 in) in thickness. Bronze markers must be securely attached to the granite base before delivery to the cemetery. Granite bases cannot exceed the size of the bronze marker by more than 5.08 cm (2 in) on all sides.
- 31. Bronze Marker.** Bronze markers used as memorials must be cast with sufficient integral bosses on the underside, the bosses are to be tapped or drilled to receive at least four brass or bronze anchor lugs from 10.16 cm to 15.24 cm (4 in to 6 in) in length, and not less than 1 cm (3/8 in) diameter.
- 32. Delivery of Markers to the Cemetery.** Markers shall only be delivered to the cemetery maintenance yard unless otherwise notified by the cemetery staff. Markers shall not be delivered between December 1<sup>st</sup> and April 1<sup>st</sup> of any year. The cemetery office must be notified when a marker is delivered on the day of delivery.
- 33. Photographs on Markers or Vases.** Due to the danger of becoming damaged or broken, picture or photograph attachments are not permitted on markers or on vases.

## THE BEECHWOOD CEMETERY BY-LAWS

- 34. Markers on Feature Walls.** Markers on feature walls vary in size throughout the cemetery as specified on the interment rights contract.
- 35. Shared Monuments.** Interment rights holders of shared monument lots retain the inscription rights only to the face of the monument directly adjacent to their lot. Interment rights holders of shared monument lots are not permitted to remove or replace the monument.
- 36. Temporary Wooden Crosses.** A temporary wooden cross may be placed in the monument space for a period not to exceed one year. This cross must be removed once the permanent monument is installed. Any cross deemed unsafe or unsightly by the cemetery staff or left on a lot for a period exceeding one year, will be removed, and disposed of by the cemetery staff without notice.
- Temporary wooden crosses must be constructed of solid wood; laminated wood is not permitted. The following are the maximum dimensions for temporary wooden crosses:
- Maximum height above ground – 91.44 cm (36 in)
  - Minimum depth below ground – 45.72 cm (18 in)
  - Maximum overall width – 45.72 cm (18 in)
- 37. Material of Private Structures.** Private structures must be constructed of granite material.
- 38. Cemetery Approval Required.** The cemetery reserves the right to approve the construction, architectural and structural drawings for private structures and may charge a fee for its service. The cemetery reserves the right to review, qualify and approve all general contractors who have entered into a contract with interment rights holders to construct a private structure on their lot. The general contractor must abide by all cemetery by-laws and more specifically the outlined contractor by-laws.
- Before construction begins, the amount of endowment fund necessary to provide for the Care and Maintenance of the structure, as specified by the Ontario Regulations, shall be paid to the cemetery.
- 39. Government Approval may be Required.** Approval from the governing municipal and provincial governments may be required prior to construction of a private structure.
- 40. Footings and Foundations.** The cemetery reserves the exclusive right to construct all footings and foundations for private structures. A charge for this service will be collected from the interment rights holder(s) prior to the start of construction.

# THE BEECHWOOD CEMETERY BY-LAWS

## G. CARE OF LOTS

---

**1. General Care of Interment Rights.** Income from the Care and Maintenance portion of the interment right purchase is trusted in a fund and used to maintain, secure and preserve the cemetery grounds. An example of routine maintenance services covered by the Care and Maintenance Fund include:

- a. Re-leveling and sodding or seeding of lot or graves,
- b. Maintenance of cemetery roads, sewers, and water systems,
- c. Maintenance of perimeter walls and fences,
- d. Maintenance of cemetery landscaping,
- e. Maintenance of mausolea and columbaria,
- f. Repairs and upkeep of cemetery maintenance buildings and equipment.

To the extent that income from the Care and Maintenance Fund permits, the cemetery will stabilize, and secure markers and monuments within the cemetery.

**2. Extra Work.** The planting or trimming of trees and shrubs on individual lot, or graves, preparation of flower beds, cleaning of memorials, removal of plant material, and other special services are deemed to be additional and outside of those services covered by the Care and Maintenance Fund, for which a reasonable charge is made. Complete information and estimates may be obtained from the cemetery office.

**3. Trees, Shrubs and Flowers.** In certain specified areas of the cemetery, plantings are not permitted. Within permitted areas, trees, shrubs, flowers or other plants may be cultivated on lots, only when permission is received from the cemetery, and only such varieties as are in good taste and in keeping with the general plan of the grounds. However, if any trees or shrubs or other plantings on any lot shall have, in the opinion of the cemetery, become by any means detrimental to the general appearance or operation of the grounds or inconvenient to the public, the cemetery may remove such trees or shrubs or plantings, or parts thereof with no compensation or replacement. The cemetery may remove at its sole discretion, any such article and dispose of it without notification

**4. Removal of Plant Material for Interments.** Interment rights holder(s) understand that plant material may have to be removed to facilitate an interment within a lot, or grave. The cemetery will make reasonable efforts to preserve and reinstall the plant material but does not assume any responsibility or liability in this regard.

## THE BEECHWOOD CEMETERY BY-LAWS

- 5. Size of Flower Beds.** Where permitted in the cemetery, flower beds may be installed with the following conditions:
  - a. Monuments:** Flower beds shall not exceed 45.72 cm (18 in) from the base of the monument and not exceed by more than 15.24 cm (6 in) on each side of the base of the monument.
  - b. Markers:** Flower beds must be planted above the marker and shall not exceed 45.72 cm (18 in) above and not exceed the width of the marker by more than 15.24 cm (6 in) on each side.
- 6. Borders.** In order to facilitate cemetery operations and for the safety of cemetery employees, only black plastic PVC edging not exceeding 10.16 cm (4 in) in height above the ground level is permitted and can be installed to define the perimeter of the approved planting area.
- 7. Designated No Planting Areas.** The cemetery reserves the right to have dedicated no planting areas within the cemetery.
- 8. Grading of Lots or Graves and Cutting Sod.** Only the cemetery, or contractors authorized by the cemetery, may cut or remove sod or soil or change the grading of a lot or grave or any surrounding area.
- 9. Work on Lots or Graves.** No person shall do any work upon a lot or grave without the permission of the cemetery.

# THE BEECHWOOD CEMETERY BY-LAWS

## H. ARTICLES PLACED ON INTERMENT RIGHTS

---

- 1. Right to Regulate Articles.** The cemetery reserves the right to regulate the articles placed on lots or graves that pose a threat to the safety of all visitors to the cemetery and cemetery employees, and that prevent the cemetery from performing general operations, or are not in keeping with the dignity and decorum of the cemetery. Articles deemed inappropriate will be removed and disposed of without notification.

To assist interment rights holders, the following is a sample of articles that are prohibited from being placed on lots or graves within the cemetery:

- a. Articles made of hazardous materials such as non-heat resistant glass (excludes glass attached to monuments), ceramics or corrosive metals
- b. Loose stones or sharp objects
- c. Trellises or arches
- d. Chairs

**Please contact the cemetery for clarification prior to purchasing or placing any article on an interment right.**

- 2. Candles, Incense or Flammable Articles.** Lighted candles, incense, or other flammable articles may be placed on a lot or grave only when attended by an adult. All flammable articles must be extinguished prior to leaving the lot or grave.

Any damage caused by candles, incense or flammable articles is the direct and total responsibility of the interment rights holder(s). The cemetery does not assume any liability in this regard.

The cemetery may remove at its sole discretion, any such article and dispose of it without notification.

- 3. Borders, Fences, Railings, etc.** Borders, fences, curbs, railings, walls, cut stone copings and hedges in or around lots and graves are not permitted. If found, the cemetery will make reasonable efforts to notify the interment rights holder(s) 90 days prior to their removal.

- 4. Cut Flowers, Plants and Potted Plants.** Cut flowers, plants and potted plants may be placed in the designated planting areas of lots and graves, providing proper cemetery approved containers are used. Such flowers and plants will be removed and disposed of by the cemetery staff when they become faded or unsightly.

- 5. Artificial Flowers or Ornaments.** Artificial flowers and ornaments are only permitted during the growing season, May to October. The cemetery reserves the right to disallow or remove, without notification, quantities of artificial flowers or ornaments considered to be excessive and that diminish the otherwise tidy appearance of the cemetery.

## THE BEECHWOOD CEMETERY BY-LAWS

- 6. Removal of Artificial Flowers or Ornaments.** Artificial flowers or ornaments must be removed by November 15<sup>th</sup> of any year. Past this date, such artificial flowers or ornaments will be removed and disposed of by the cemetery staff without notification.
- 7. Vases and Flower Stands.** Vases and flower stands not properly cared for and not filled with plants shall be removed. Vases and flower stands must be removed before winter, failing to do so, the cemetery will not be responsible for damage.
- 8. Removal of Memorial Wreaths.** Memorial wreaths may be placed in the cemetery after November 1<sup>st</sup> of any year. In order to preserve the proper appearance of the grounds they must be removed before April 1<sup>st</sup> of the following year. Wreaths not removed by April 15<sup>th</sup> will be removed and disposed of by the cemetery staff without notification.
- 9. Articles Attached to Trees.** It is forbidden to attach any article(s) on trees within the cemetery.
- 10. Responsibility for Articles.** Articles placed on lots or graves are the sole responsibility of the interment rights holder(s). The cemetery cannot be held responsible for the loss or damage of any article(s) placed within the cemetery.

# THE BEECHWOOD CEMETERY BY-LAWS

## I. MONUMENT DEALERS, CONTRACTORS AND WORKMEN

---

**1. Pre-approval and Permission to Employ Contractors by the Interment Rights Holder(s).** Any contract work to be performed within the cemetery requires the written pre-approval of the interment rights holder(s) and the cemetery before the work may begin. Pre-approval includes but is not limited to the approval of: 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, and the location of the work to be performed. It is the responsibility of all contractors to report to the cemetery office and provide the necessary approvals before commencing work at any location on the cemetery property.

Contractors who begin work within the cemetery without first obtaining all proper authorizations will be asked to leave the property.

**2. Compliance with Legislation.** Any contractor performing work in the cemetery must comply with all legislation including without limitations:

- a. WSIB coverage
- b. Occupational Health and Safety compliance standards
- c. Environmental Protection
- d. WHMIS
- e. Evidence of liability insurance of not less than \$3,000,000

Should a contractor not be able to provide written proof of coverage, said contractor shall be prohibited from conducting any work within the cemetery until written proof has been provided.

**3. Cemetery By-laws.** All cemetery by-laws apply to contractors and work carried out by contractors within the cemetery grounds.

**4. Liability.** Contractors will conduct their operations in such a manner as to prevent any damage in the cemetery. Contractors shall lay planks on the lots, graves, paths or roads over which heavy materials are to be moved, in order to prevent damage. Any damage caused by contractors shall be rectified by the cemetery staff at the expense of the contractors.

**5. Hours of Work.** Contractors are permitted to perform their work during the following hours:

- a. Monday to Friday: 8:00 a.m. to 5:00 p.m.
- b. Saturday: 8:00 a.m. to 12:00 p.m.

Contractors are not permitted to work within the cemetery during evenings, Sunday or statutory holidays unless approved in writing by the cemetery.

## THE BEECHWOOD CEMETERY BY-LAWS

- 6. Attire and Conduct While Working in the Cemetery.** The attire and conduct of all contractors shall be subject to the control of the cemetery staff. Contractors shall cease work, if they are within 100 meters of a service, until the conclusion of the service. At its sole discretion, the cemetery reserves the right to temporarily cease contractor operations if the noise of the work being performed is deemed to be a disturbance to any service or public gathering within the cemetery. The cemetery also reserves the right to request any contractor deemed to be dressed inappropriately to comply or leave the cemetery grounds.
- 7. Removal of Implements and Rubbish.** Contractors working within the cemetery must remove all implements, equipment, and rubbish from the cemetery at the conclusion of the work and at the end of each workday. Any said rubbish not removed by the contractors will be removed by the cemetery staff at the contractors' expense. All work sites must be secured when left unattended.
- 8. Advertising.** Canvassing for orders or distributing business cards in the cemetery is forbidden.



# THE BEECHWOOD CEMETERY BY-LAWS

## J. THE BEECHWOOD COMMUNITY MAUSOLEUM

---

1. **General Rules.** All the general rules and regulations of the Beechwood Cemetery Company shall apply to the Community Mausoleum.
2. **Visitor Hours.** The mausoleum may be visited every day of the year from 9am to 5pm.
3. **Documents Required for Entombment.** No entombment shall be made without a written order from the interment rights holder(s) of the crypt or the legal representative of the estate if the interment rights holder is deceased. A burial permit issued by the registrar general or an equivalent document showing that the death has been registered with the province must be provided to the cemetery prior to an entombment taking place.
4. **Payment.** Full payment must be made to the cemetery before an entombment may take place.
5. **Contract.** In accordance with the FBCSA the purchaser of entombment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for completion of the contract and the public register, prior to each entombment of human remains.
6. **Chapel Use for Funeral/Memorial Services.** Interment Rights Holders who desire the use of the chapel for funeral/memorial services may make application to the cemetery. A fee may apply as set forth in the pricelist.
7. **Sealing After Entombment.** Only the cemetery staff may open and seal crypts for entombments. This applies to the inside sealer and the crypt front.
8. **Witnessing an Entombment.** The entombment of human remains may be witnessed by those present at the funeral service; however, the cemetery reserves the right to disallow any witnessing if it is felt the safety of anyone present would be at risk.
9. **Inscriptions.** The design, type, content, and number of inscriptions on the face of each compartment shall be approved by the cemetery operator.
10. **Urns in Crypt.** Urns may be placed inside a crypt only if an entombment has not occurred previously. Once a crypt has been used for an entombment, the crypt will not be opened under any circumstance other than for disentombment.
11. **Flowers, Artificial Flowers, Framed Photographs and Potted Plants.** Flowers, artificial flowers, framed photographs, and potted plants may only be placed in the area designated for that purpose. Flowers, artificial flowers, and potted plants that have become unsightly will be removed and disposed of without notification.
12. **Articles Not Permitted.** No pedestals, urns, or articles of a heavy or cumbrous character shall be placed in any part of the mausoleum except in private rooms and with

## THE BEECHWOOD CEMETERY BY-LAWS

the permission of the cemetery. Prohibited articles will be removed and disposed without notification.

**13. Proper Maintenance.** Containers, baskets, small vases, and similar small articles may be placed in the mausoleum with the approval of the cemetery. They will be placed at a designated area and at the sole risk of the person placing them. The cemetery reserves the right to remove any said items whenever they are deemed to be unsightly or not in keeping with the community mausoleum's neat and orderly condition.

**14. Candles and Incense.** Candles and incense must be placed in the area designated for that purpose and lit only when attended by an adult. All flammable articles must be extinguished prior to leaving the community mausoleum.

Any damage caused by candles or incense is the direct and total responsibility of the interment rights holder(s). The cemetery does not assume any liability in this regard.

The cemetery may remove at its sole discretion, any such article and dispose of it without notification.

**15. Pictures.** Pictures, of a size, type, and style specified by the cemetery will be permitted to be attached to the crypt fronts in a location specified by the cemetery.

**16. Other Ornamentation.** No other type of ornamentation will be permitted on the crypt fronts.

# THE BEECHWOOD CEMETERY BY-LAWS

## K. INDOOR COLUMBARIUM

---

### 1. Visitor Hours.

- Columbarium within the Community Mausoleum may be visited between the hours of 9:00 am and 5:00 pm, everyday of the year.
- Columbarium within Reception Centre may be visited during office hours (see *Business Hours*).

**2. Documents Required for Inurnment.** No inurnment shall be made without a written order from the interment rights holder(s) of the niche or the legal representative of the estate if the interment rights holder is deceased. A certificate of cremation must be submitted to the cemetery office prior to an inurnment of cremated human remains taking place.

**3. Payment.** Full payment must be made to the cemetery before an inurnment may take place.

**4. Contract.** In accordance with the FBCSA the purchaser of inurnment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for completion of the contract and the public register, prior to each inurnment of cremated human remains.

**5. Sealing After Inurnment.** Only the cemetery staff may open and seal niches for inurnments.

**6. Inscriptions.** The design, type, content, and number of inscriptions on the face of each compartment must be approved by the cemetery.

**7. Flowers, Artificial Flowers, Framed Photographs and Potted Plants.** Flowers, artificial flowers, framed photographs, and potted plants may only be placed in the area designated for that purpose. Flowers, artificial flowers, and potted plants that have become unsightly will be removed and disposed of without notification.

**8. Articles not Permitted.** No pedestals, urns, or articles of a heavy or cumbersome character shall be placed in any part of the community mausoleum or reception indoor columbarium except with the permission of the cemetery. Prohibited articles will be removed and disposed of without notification.

**9. Proper Maintenance.** Containers, baskets, small vases, and similar small articles may be placed in the community mausoleum or reception indoor columbarium with the approval of the cemetery. They will be placed at a designated area and at the sole risk of the person placing them. The cemetery reserves the right to remove any said items whenever they are deemed to be unsightly or not in keeping with the community mausoleum and reception indoor columbarium's neat and orderly condition.

## THE BEECHWOOD CEMETERY BY-LAWS

### 10. Candles and Incense.

- **Community Mausoleum.** Candles and incense are permitted in the Community Mausoleum and must be placed in the area designated for that purpose and lit only when attended by an adult. All flammable articles must be extinguished prior to leaving.

Any damage caused by candles or incense is the direct and total responsibility of the inurnment rights holder(s). The cemetery does not assume any liability in this regard. The cemetery may remove at its sole discretion, any such article and dispose of it without notification.

- **Reception Indoor Columbarium.** Candles and incense are not permitted in the Reception Indoor Columbarium.

**11. Glass Fronted Niches.** Glass fronted niches may contain only urn(s) and plaque(s) with approved inscriptions. The cemetery reserves the exclusive right to open and close the niche.

**12. Niche Inscriptions.** To ensure quality control, desired uniformity and standard of workmanship, the cemetery reserves the right to approve and inscribe all niche fronts or where permitted install all bronze lettering and bronze plaques.

**13. Pictures.** Pictures are not permitted to be attached to the niche fronts or placed within glass fronted niches.

**14. Other Ornamentation.** No other type of ornamentation will be permitted on the niche fronts.

# THE BEECHWOOD CEMETERY BY-LAWS

## L. OUTDOOR COLUMBARIA AND MAUSOLEA

---

1. **Visitor Hours.** Cemetery visiting hours apply.
2. **Documents Required for Inurnment and Entombment.** No inurnment or entombment shall be made without a written order from the rights holder(s) or the legal representative of the estate if the rights holder is deceased.
3. **Burial Permit.** 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 the cemetery office prior to an entombment taking place.
4. **Cremation Certificate.** A Certificate of Cremation must be submitted to the cemetery office prior to the inurnment of cremated remains taking place.
5. **Payment.** Full payment must be made to the cemetery before an inurnment or entombment may take place.
6. **Contract.** In accordance with the FBCSA the purchaser of inurnment or entombment rights must enter into a cemetery contract, providing such information as may be required by the cemetery operator for completion of the contract and the public register, prior to each entombment of human remains, or each inurnment of cremated human remains.
7. **Sealing After Inurnment or Entombment.** Only the cemetery staff may open and seal niches or crypts. This applies to the inside sealer and the niche or crypt front. No person other than cemetery staff shall remove or alter niche or crypt fronts.
8. **Inscriptions.** The design, type, content, and number of inscriptions on the face of each compartment shall be approved by the cemetery.
9. **Flowers, Artificial Flowers, Photographs and Potted Plants.** Only fresh cut flowers are permitted within the designated area and will be removed and disposed of when in the opinion of the cemetery they become unsightly. Artificial flowers, potted plants and photographs are not permitted and will be removed and disposed of without notification.
10. **Articles Not Permitted.** No pedestals, urns, or articles of a heavy or cumbersome character shall be permitted.
11. **Candles and Incense.** Candles and incense must only be lit when attended by an adult. All flammable articles must be extinguished prior to leaving.  
Any damage caused by candles or incense is the direct and total responsibility of the rights holder(s). The cemetery does not assume any liability in this regard. The cemetery may remove at its sole discretion, any such article and dispose of it without notification.

## THE BEECHWOOD CEMETERY BY-LAWS

- 12. Niche and Crypt Inscriptions.** To ensure quality control, desired uniformity and standard of workmanship, the cemetery operator reserves the right to approve all inscriptions and have all niche and crypt fronts inscribed.
- 13. Pictures.** Pictures are not permitted to be attached to the niche and crypt fronts.
- 14. Other Ornamentation.** No other type of ornamentation will be permitted on the niche and crypt fronts.