

**GLENWOOD CEMETERY COMPANY REVISED BY-LAW:
APPROVED AT THE ANNUAL MEMBERS' MEETING
HELD ON JUNE 11, 2015
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GLENWOOD CEMETERY COMPANY BY-LAW (2015)

INTRODUCTION

This By-law was approved by the Board of Directors, and is to be ratified at a Members' meeting held on June 11, 2015 and subsequently ratified by the Ministry of Government and Consumer Services. It has been prepared with the objectives of proper management and the beautification of the burial place of people and their families to whom the long-term care of the graves and maintenance of the records associated with these means so much. Adherence is for the benefit of all users and visitors to the Cemetery. This By-law replaces all various and sundry preceding by-laws governing aspects of Company business.

SECTION 1 – DEFINITIONS

In this By-law,

1.1. General

Ministry means the Ministry of Government and Consumer Services of Ontario, Cemeteries Branch and its heirs and successors at law responsible for administration of the Funeral Burial and Cremation Services Act (Cemeteries Act).

Cemeteries Act means The Funeral Burial and Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11, the current legislation regulating the bereavement sector, including Glenwood Cemetery. It similarly refers to successor legislation and/or regulations.

The Company means Glenwood Cemetery Company and its authorized agents. The Company reserves full control over Cemetery operations and land management within its boundaries including the right to re-survey, alter or otherwise change all or any part of the Cemetery grounds, subject to required legal approvals.

Remains refers to the human remains that are to be or have been placed in their final resting place.

Cremated Remains (cremains) means the ashes of a person after the cremation process in a crematory.

Interment refers to the act of placing remains in their final resting place and procedures related thereto. When referring to the placement of cremated remains in an urn for interment, the term "inurnment" is frequently used; similarly, "scattering" remains refers to the act of placing the ashes on the ground rather than in the ground or a columbarium.

Fees and Charges refer to the formal schedules of specific sums of money that will be charged for purchase of Interment/Scattering Rights, Products, and use of Company Supplies and Services. These amounts may be changed from time to time at the discretion of the Board of Directors, but written agreements between the Company and a purchaser or service user with respect to specific cost commitments shall not be retroactively modified.

1.2 Interment Locations and General Use

Lot means a single grave space.

Plot means one grave lot *plus* an adjacent lot or lots purchased by the same party and having the potential to be used together.

Cremation Lot means a grave space solely for the purpose of burial of cremated remains in the earth.

Columbarium means a structure above ground with a number of specifically identified compartments designed for inurnment of cremated remains.

Niche means one compartment of the columbarium set aside for above ground burial of cremated remains.

Niche Face means the outside wall of the niche compartment.

SECTION 1 – DEFINITIONS, continued

Mausoleum means an above-ground structure other than a columbarium and housing one or more crypts for the interment of full body remains.

Scattering Grounds means a specific area within the Cemetery boundaries formally designated and set aside for the scattering of human cremated remains.

1.3 Monuments and Markers

Corner Markers means any stone or other landmark set completely flush with the surface of the ground and used to indicate the physical corners of a lot or plot.

Flat Markers means any permanent memorial completely flush with ground. Placement of other markers that are above the ground but stand less than one foot in height are prohibited effective as of June 15, 2013.

Upright Monument means any permanent memorial projecting a minimum of 1 foot above ground level.

1.4 Interment Rights

Interment Rights means the formal right to direct the interment or placement of human remains in a specific location in Glenwood Cemetery and to direct any associated memorialization.

Interment Rights Contract refers to the formal contract between the Company and the purchaser of Interment Rights which details the obligations of both parties and acceptance of the Cemetery by-laws as governing the relationship between them.

Interment Rights Certificate means the formal certificate issued to the Interment Rights Holder by Glenwood Cemetery, once the interment rights have been paid for in full.

Interment Rights Holder means the person named on the Interment Rights Certificate and his or her legal heir at the time the right is to be exercised.

Right to Scatter Contract means the formal contract between the Company and the purchaser of the right to scatter and details the obligations of both parties and acceptance of the Cemetery by-laws with respect to scattering as governing the relationship between them.

1. 5 Governance and Administration

The Board of Directors means the individuals elected by members to direct the work of the Glenwood Cemetery Company, Picton.

Directors means the elected individuals who make up the Board of Directors of the Glenwood Cemetery Company.

By laws refers to the rules and regulations under which the Company operates.

Care and Maintenance Fund refers to the provincial government requirement that a portion of the purchase price of Interment Rights and related services be set aside so that the interest from the funds can assist in providing for the care and maintenance of lots, markers and the like in the Cemetery.

The Cemetery Manager is the individual delegated by the Board of Directors to exercise specific legal powers on their behalf, as well as to plan, organize, direct, control and conduct delegated aspects of the ongoing work of the Company on their behalf.

The Public Register refers to the record of all burials (of persons, locations, dates and the like) maintained by the Company and made available to the General Public.

SECTION 2 – GENERAL RULES AND REGULATIONS: ACCESS

2.1 Entry – Access and Use Limitations

- a) Access to the Cemetery is limited to persons engaged in activities related to Cemetery operations, approved general grounds usage, and/or otherwise as specifically approved by the Cemetery Manager (s.2.2).
- b) No vehicles shall enter the Cemetery except through an established gate, nor shall they enter or be within the Cemetery after dusk except for authorized events. Emergency personnel and staff specifically authorized by the Cemetery are exempt from restrictions.
- c) No outside business representative shall enter the grounds with the object of erecting, removing or repairing a marker or monument except as specifically approved by the Cemetery Manager and, in the event of a dispute, the Board of Directors.
- d) Individuals visiting the Cemetery will behave in a way that is generally respectful of the purpose of the Cemetery as a final resting place.

2.2 Non-Cemetery activities

These are permitted only if authorized by the Manager as being in general keeping with the overall objectives of the Company. In the event of disagreement, the matter will be referred to the Board of Directors for resolution.

2.3 Vehicles on Cemetery Roads

- a) Automobiles and trucks as well as bicycles shall be permitted but only on Cemetery roads. Other motorized vehicles such as dirt bikes are generally prohibited unless approved for a specific purpose by the Cemetery Manager.
- b) No vehicles may leave the traveled portion of the road unless authorized by the Cemetery Manager.
- c) No vehicles shall exceed speeds posted on the grounds except as required by the terrain and only with the express approval of the Cemetery Manager.

2.4 Animals and Pets

- a) Pets must be leashed at all times on Cemetery grounds. Pet owners shall remove pet feces from the Cemetery.
- b) No remains of animals or forms of life other than human may be interred or otherwise placed on Cemetery property.

2.5 Other Prohibitions of Items to be Brought onto Cemetery Property

- No person shall bring any alcoholic beverage to Cemetery properties unless it is necessary as a part of a specific rite or is specifically authorized by vote of the Board of Directors.
- No glass containers or other articles made of potentially hazardous materials may be placed in the Cemetery, including, for example, ceramics, corrosive metals, loose stones and other sharp objects. Disputes about such items will be resolved by reference to the Cemetery Manager, and, if unresolved, by the Board of Directors.

2.6 Adult Supervision

The Cemetery considers people over the age of 12 years to be adults. An adult who is responsible for their conduct shall accompany any persons under that age.

2.7 Contractor Insurance

Prior to beginning work, all contractors must submit proof of current liability insurance (Clearance Certificate) with a limit of not less than \$2, 000,000 to the Cemetery Office.

SECTION 3 – GENERAL RULES AND REGULATIONS: PROHIBITIONS

3. No person shall:
- a) Change the surface of the Cemetery in any way, except with the express permission of the Cemetery Manager. This includes removing sod, planting trees, shrubs, and flower beds. It also includes a prohibition against placing any fences, railings, border, benches, wooden crosses or the like on the property.
 - b) Place any rubbish on Cemetery grounds except in the receptacles provided;
 - c) Damage any marker, mausoleum, chapel or structure within the Cemetery;
 - d) Damage any tree, shrub, plant or flowers within the limits of the Cemetery;
 - e) Damage any fence, railing, or gate used for the protection of the Cemetery;
 - f) Discharge any firearms (save at a military funeral or ceremony and with the express permission of the Company);
 - g) Disturb any person or persons assembled for the interment of any other person;
 - h) Create a nuisance in the Cemetery.

SECTION 4 – ON-GOING CEMETERY OPERATIONS

4.1 Accountability for On-Going Cemetery Management

- a) The individual designated by the Board of Directors as Cemetery Manager shall ensure that all Cemetery business is conducted according to Board direction.
- b) All workers in any capacity within the Cemetery, including masons, carvers, stonecutters, monument contractors, vault dealers, grass cutters, helpers, and volunteers, are subject to the direction and control of the Manager while on Cemetery property.
- c) The Cemetery Manager shall arrange to post the essence of rules regarding public use of the grounds with a view to ensuring compliance.
- d) Any unresolved disputes will be referred to the Board of Directors.

4.2 Cemetery Manager's Responsibility for Overseeing Interments, Scatterings

The Cemetery Manager or his/her designate shall be in attendance at every interment, inurnment, entombment or scattering and shall provide a written record to this effect immediately following the event. Similarly s/he will ensure all associated and required documentation is in place.

4.3 Activities to be Performed Exclusively by Staff and/or Requiring Specific Staff Authorization

Only Company staff or those authorized by Company staff, may perform the following services within Glenwood Cemetery Company grounds:

- a) Oversee all marking out of graves;
- b) Install all monument foundations, slabs, flush markers, cornerstones;
- c) Restore and clean monuments;
- d) Prepare all general Cemetery flower beds;
- e) Install all shrubbery;
- f) Maintain the Cemetery grounds (e.g., grass-cutting).

4.4 Responsibility for Payment for Activities specified in Section 4.3

The Cemetery Manager shall determine who shall pay for these services.

SECTION 4 – ON-GOING CEMETERY OPERATIONS. continued

4.5 Glenwood Operations: Seasonal and Other Restrictions on Operations

- a) Assuming the weather is inclement and funding for year-round operations is not available, the Cemetery shall be closed between December 1 and April 1. These dates may vary from year to year depending on weather and funding available.
- b) No full burial interments shall be conducted when the Cemetery is closed.
- c) In general terms, no funeral service, (dis)interment, or (dis)inurnment shall be held on statutory holidays, Saturdays, Sundays or other days when the Cemetery is normally not in operation.
- d) Other dates may be excluded at the discretion of the Cemetery Manager, typically for worker safety and other practical reasons, such as inclement weather, soft ground resulting from spring thaws, heavy rains on very steep hills and possible danger of landslide.
- e) As necessary, when any of the above delays an interment, the body may be stored in the vault.

4.6 Delayed Interments/Cemetery Vault Storage: Arrangements and Charges

- a) There are 3 basic types of delayed burial/inurnment/scatterings:
 - i) During the “closed” season/ winter: The Cemetery Vault may be used for temporary storage during the winter. Charges for use of the Cemetery Vault shall be as outlined in the current Glenwood Fees and Charges schedule. Very occasionally inurnments can be accommodated during the winter season; however, these also attract additional fees as noted in section 4.6.b. below. All bodies shall be removed by May 15th or a date determined by the Board, usually depending on the weather. Any body left in the Cemetery Vault after this date may be interred at the expense of the person who originally requested storage of the body in the Vault.
 - ii) Unforeseen circumstances: Those delays in interment result from a decision by the Company, typically due to ground being soft or otherwise unsuitable for burial on the scheduled day of the funeral. In such cases, the actual committal service may be held in the Chapel of the Cemetery, while the body is placed in temporary storage in the Cemetery Vault. The actual burial must be conducted as soon after the originally scheduled day as conditions permit. In such circumstances, no charge will be made for use of the Chapel or for temporary storage in the Vault.
 - iii) Unscheduled times when the Cemetery is closed during the “open” season (e.g., weekends and statutory holidays from April 1 to December 1): Exceptions to regularly scheduled time limitations may be made with the approval of the Cemetery, for example, pursuant to a formal religious requirement, an Order of the Regional Medical Officer of Health or an other special family requirement. Such excepted activities will attract an additional charge that shall be listed with other rates for services offered in the current Cemetery Rates and Fees schedule.
- b) Storage in Cemetery Vault: In all cases, remains must be either cremated or embalmed. They must then be placed in wood, metal, or rigid plastic containers. Reinforced cardboard is not permitted. Charges shall be as outlined in the current Glenwood fees and charges.
- c) All applicable storage fees shall be paid in advance of storage.

4.7 Other Exceptional Circumstances Requiring Special Treatment/Action

- a) In the event that a person has died of a contagious disease and placement in the Cemetery Vault is requested, the Company retains the right to refuse placement in this Vault or to require that the body be placed in a hermetically sealed container.
- b) The Company may remove a body from the Cemetery Vault and inter it at any time should the condition of the body render its interment necessary or expedient, for example should stored remains prove not to

SECTION 4 – ON-GOING CEMETERY OPERATIONS. Continued

have been embalmed properly. The Company shall have sole authority to determine when such interment should take place. The individual responsible for placing the remains in the vault will be responsible for any costs associated with this kind of decision.

4.8 Concrete Vaults or Outer liners

a) General

The Company shall consider concrete vaults mandatory only when the Medical Officer of Health insists on a hermetically sealed container. The terrain at Glenwood may also render use of these outer liners difficult and at times impossible. The Cemetery Manager/designate's prior approval to use a concrete vault is required.

b) Responsibilities for Installation of Approved Concrete Vaults

- i) Individuals selecting use of a full burial vault will arrange to have the vault installed by the supplier. The supplier shall use its own equipment to install the vault subject to approval/confirmation of specific arrangements for same with the Company.
- ii) If the grave is on a hill and too steep or there is a risk for grave collapsing, vault set-up will be beside/in front of the grave as determined by the Cemetery Manager/ designate.
- iii) If there is no space for a vault on specific grave then burial shall be by casket only.
- iv) All concrete Cremation Vaults shall be supplied and installed by Company employees. Should another firm be selected to do this work a surcharge over and above the standard interment fee will apply.

4.9 Use of the Chapel

The Chapel may be booked for Funeral or such other uses considered in general keeping with Cemetery objectives. In general terms, any decision to vary use shall be taken by the Cemetery Manager, in consultation with the Board of Directors if the proposed use is questionable. Charges shall be as outlined in the current Glenwood Fees and Charges Schedule.

SECTION 5 – SALE OF INTERMENT/INURNMENT/SCATTERING RIGHTS

5.1 Purchase of Interment and Inurnment Rights and of the Right to Scatter

a) Contract signed by Purchaser

All purchasers of Interment and Inurnment Rights must sign an interment rights contract with the Company as prescribed by the Board and as approved by the Ministry. This contract details the rights and obligations of both parties as well as their acceptance of these By-Laws and shall be issued to one (only) Rights Holder upon payment in full of related fees.

b) Limits to and Exercise of Rights

The Holder of these Rights acquires only the right and privilege of burial of the dead and the right and privilege of placing monuments or markers subject to the By-Laws. The actual exercise of these Rights may then occur whenever necessary but *only* upon full payment of such additional fees as required by the Glenwood Cemetery Rates and Fee Schedule as prescribed by the Board at the time the right is exercised.

SECTION 5 – SALE OF INTERMENT/INURNMENT/SCATTERING RIGHTS, continued

c) Purchaser to Receive Certificate of Purchase

A document confirming Rights shall be conveyed to purchasers by a formal document known as an interment/inurnment rights certificate. This shall be issued at the time of payment for the purchase of the right.

This certificate shall be issued to one (only) Rights Holder and only after any sum in arrears connected with purchase of the right has been paid in full. The fee for this right shall be as set forth in the Glenwood Cemetery Rates and Fee Schedule. The precise procedure and fees for exercising these rights shall be as prescribed by the Board and, where necessary, approved by the Ministry.

d) Additional Charges for Exercise of Rights

Any charges associated with the subsequent exercise of these rights, including the actual placing of markers on the site, are separate from the purchase price of the aforesaid rights and shall be charged at rates currently in effect at the time the specific right is exercised.

e) Similar Arrangements for Scattering Rights

Purchase of the Right to Scatter ashes in the designated scattering area is similarly subject to a contract, as well as a formal acknowledgement of purchase, and to such additional charges then in effect and as may be incurred at the actual time of scattering.

5.2 Care and Maintenance Trust Fund

The Province of Ontario requires that a percentage of the purchase price of all interment rights, scattering rights, as well as a prescribed amount for monuments and markers be contributed into a formal trust for Care and Maintenance purposes. The amounts to be set aside for Care and Maintenance may be subject to periodic revision by the Province of Ontario. These amounts generate interest that the Company may use for specific Care and Maintenance purposes. These amounts are not refundable except when the rights are cancelled within 30 days of purchase.

SECTION 6 – CANCELLATION/ RE-SALE OF INTERMENT/ INURNMENT/ SCATTERING RIGHTS

6.1 Re-sale of Rights Prohibited If Any Remains Already Deposited or Niche Face Lettered

No sale or re-purchase of any Right to an individual lot or niche shall be permitted where the Right has been exercised and one or more set of remains has been deposited. In the case of an inurnment, the Rights Holder may cancel the contract by written notice and have the Company repurchase the rights provided the niche face has not been lettered.

6.2 Company Requires Formal Written Advance Notice of Intent to Cancel/Transfer/ Sell any Right and Retains the Right to Set Transfer Fees

Interment/Inurnment/Scattering Rights may be cancelled or re-sold to third parties provided the Company has been informed of the prospective sale in writing and finds it meets the requirements of the bylaws. The Rights can then be transferred to a new owner. This transaction is subject to a transfer fee to be set by the Company but that fee is not to be more than any provincially prescribed limits on same.

SECTION 6 – CANCELLATION/ RE-SALE OF INTERMENT/ INURNMENT/ SCATTERING RIGHTS, continued

6.3 Cancellation and Re-purchase of Rights Not Yet Exercised

All re-sales of interment or scattering rights must be carried out through the Cemetery Manager/designate. Only legally designated Rights Holders may engage in these transactions.

Any Rights Holder(s) may cancel a Rights Contract by written notice and either ask that the Company re-purchase the Rights *provided* these have not yet been exercised, *and* subject to the following conditions/ limits:

- a) ***Within 30 days:*** a full refund of the amount will be paid on condition that the rights have not been exercised.
- b) ***After 30 days:*** The Rights Holder may ask the Company to repurchase the Rights:
 - i. Interment Rights may be sold on the open market to a third party. The price of purchase of the right itself to be paid by the new purchaser shall not be more than the current price of relevant Glenwood Fees and Charges.
 - ii. The Company reserves the right to refuse to repurchase the Rights. Should the Company agree to a repurchase, the price paid by the Company shall in no case be greater than the original purchase price *less* the sum already set aside in trust for Care and Maintenance.
 - iii. Regardless of time since the original purchase, as a part of any re-purchase transaction, the formal Certificate of Rights must be returned to the Company when the rights are cancelled or transferred. In the absence of such a certificate, other formal, legal proof of ownership shall be required. After the initial 30 day cancellation period expires, then only contracts entered into prior to July 1, 2012 may be cancelled and the original price will be refunded less the Care and Maintenance contribution set aside in trust.
- c) After any transfer the Company will then issue a new Certificate to the transferee after the transferee pays such fee/fees as prescribed in the Cemetery Fees and Charges.

6.4 Repurchase/Resale Where Monument Exists on Site but No Rights have been Exercised

Should any permanent monument exist on the site that is being purchased/ transferred, re-sale will only be permitted provided there is an agreement as to the disposition of the permanent monument acceptable to all parties, including the Company. Such agreements are subject to formal approval by the Board of Directors.

6.5 Proof of Rights

- a) In cases of transfer of ownership by Testamentary Disposition, Will, or Bequest of Rights, the Company requires the production of a Notarized Copy of the Will or other evidence sufficient to prove ownership by inheritance.
- b) Interment of any other than the Rights Holder in a plot requires presentation to the Company of the written approval of the legally recognized Interment Rights Holder.

**SECTION 7 – EXERCISE OF RIGHTS: INTERMENTS AND DISINTERMENTS
ON BURIAL AND CREMATION LOTS**

7.1 Burial Permit

Before any interment of human remains may occur, the Burial Permit issued by the Division Registrar and showing that the death has been properly registered must be deposited with Cemetery Management.

7.2 Cremation Certificate

Before any interment/inurnment/scattering of cremated human remains may occur, the Cremation Certificate issued by the crematorium must be deposited with Cemetery Management.

7.3 Limits on Use of Lots

- a) An adult traditional grave measuring three and one half (3'6") feet by ten (10') feet may contain only one (1) full burial interment but may, in addition, contain the cremated remains of three (3) other persons. Alternatively, the grave may contain the cremated remains of up to six (6) people provided these are not interred in special cremation vaults.
- b) A small cremation lot three (3') feet by three (3') feet may only contain the cremated remains of up to two (2) people.
- c) Scattering not permitted on burial lots or columbaria.

7.4 Contracts for Services when Rights are being Exercised

- a) When an individual intends to exercise a Right previously purchased, s/he must also sign a contract for Cemetery supplies/services at rates adopted by the Board and in effect at the time of use. S/he will be held responsible for all charges associated with the exercise of this right.
- b) Should the Company change these rates within the season in which the rights are exercised but after Cemetery Management has confirmed the original cost as that applicable, then the cost shall remain as originally confirmed.
- c) Approval of the Regional Social Services Department will be required for indigent burials. Fees as set by the Board of Directors will apply. The Cemetery Manager will select the actual burial site.
- d) No interment shall be conducted until all arrears connected with the lot and its use have been paid in full.

7.5 Procedure for Paying for Interment

The set fee for opening and closing of the lot, as set in Cemetery Fees and Charges applicable at the time of the transaction, must be deposited with Cemetery Management before any interment.

7.6 Company Obligation to Remit Any Associated Fees to the Province of Ontario

The Company shall remit all appropriate Ontario license fees to the Province.

7.7 Disinterment of Remains

- a) No disinterment of human remains /cremated human remains shall take place without the written approval of the Interment Rights Holder or by order of the Courts and, where required by law, after notification of The Medical Officer of Health.
- b) All disinterment shall be performed in accordance with relevant legislation.
- c) All costs, including those associated with replacing the plaque in the niche, will be borne by the Interment Right Holder or the party authorizing the disinterment. The Company shall exercise due care in making interment/disinterment arrangements but is not responsible for damage to any casket, vault, urn or other container sustained during disinterment.

SECTION 8 – EXERCISE OF RIGHTS: USE OF COLUMBARIUM NICHES

8.1 Availability of Places in Cemetery Columbaria

The Board of Directors may decide, from time to time, and at its sole discretion, to construct a columbarium containing individual niches or compartments for cremated remains and to offer these individual niches for sale at prices published in Glenwood's Rates and Charges Schedule.

8.2 Management and Use of Niches

The management and use of columbarium niches which shall conform to legislative requirements and to requirements with respect to cremated remains set out in this section and elsewhere in these bylaws.

8.3 Opening and Closing of a Niche

An inurnment opening or closing fee will apply as set in the Glenwood Cemetery Fees and Charges Schedule.

SECTION 9 - EXERCISE OF SCATTERING RIGHTS: USE OF SCATTERING GROUNDS

9.1 Designated Area

The Company has set aside a designated area to be used as a Scattering Ground, the management and use of which shall conform to legislative requirements and to requirements set out in these bylaws.

9.2 Conformity to Bylaws

The purchase, use and oversight of the Scattering Grounds and associated Rights shall conform, insofar as applicable, to the present bylaws, including the requirements that:

- a) Persons sign a contract with the Company for the purchase of Rights to Scatter as well as for payment of the requisite sum to the Care and Maintenance Fund;
- b) The required certificate of cremation be deposited with the Company prior to scattering;
- c) All required related fees listed in the Glenwood Cemetery Fees and Charges are fully paid prior to the exercise of rights.
- d) The Cemetery Manager/designate be present at and duly witness all scatterings.

9.3 Prohibitions

- a) Existing provincial legislation prohibits the scattering of cremated remains of animals including pets on such grounds.
- b) Scattering of cremated remains on a designated grave lot is prohibited. Scattering is restricted to the designated Scattering Ground area.

9.4 Standards

All scattering ceremonies shall conform to environmental and other standards set by or otherwise governing company operations.

SECTION 10 - ERRORS

10.1 Errors in Location

Glenwood Cemetery Company shall not assume any responsibility for errors in the location of graves when the Rights Holder /designate did not consult with the Cemetery Manager/ designate with respect to location but gave incorrect instructions which resulted in erroneous placement.

SECTION 10 - ERRORS, continued

Costs of correction shall be borne by the Rights Holder responsible for the contract that gave rise to the error. In the event of dispute between the Rights Holder and the Manager with respect to location, the matter will be referred to the Cemetery Board for decision.

10.2 Errors in Related Instructions

Glenwood Cemetery Company shall not assume any responsibility if the Rights Holder /designate did not consult with the Cemetery Manager/designate with respect to related instructions but rather personally gave incorrect or improper instructions which resulted in an erroneous action. All costs resulting from such instructions will be charged to the individual who signed the third party service contract that gave rise to the error.

10.3 Damage to Lots and Monuments and the Like - Limitations of Cemetery Liability

The Company shall not be responsible for any damage to lots and monuments or other structures or objects therein whether due to normal maintenance, Acts of God or vandals. Similarly, the Cemetery shall not be responsible for flowers or other articles removed from a grave.

10.4 Company Errors

Glenwood Cemetery Company shall make every effort to avoid errors, but, in the event that errors occur as a result of actions by the Company or its Board or agents, the Company is required to make every effort to correct same to the satisfaction of the parties affected.

In some instances, major errors appear to result from unrecorded decisions, with no clear Glenwood Company liability attached. The Board of Directors reserves the right to determine the best solution to these matters.

SECTION 11 - MONUMENTS AND MARKERS

11.1 General Requirements

- a) The Company requires advance notice in writing of the intent to install a monument.
- b) All monument marker placements must be approved by the Company before installation may take place. In addition, the Interment Rights Holder/designate and the Monument contractor must each complete and sign the Company's monument placement approval form.
- c) Monuments and markers of any kind erected must be constructed solely of granite or bronze or other approved material to recognized standards.
- d) No monument or marker shall be installed on a lot without the existing Interment Rights Holder's written permission having been filed with the Company.
- e) No monument or marker shall be installed without or before the full payment of Care and Maintenance Funds in accordance with the Cemeteries Act. These payment levels shall be in conformity with provincial legislation and/or as formally approved by the Cemetery Board.
- f) No monument shall be erected unless the concrete foundation is poured to at least 4(four) feet below the surface of the grounds. Foundations for monuments must be cured for a minimum of 48 (forty-eight) hours.

SECTION 11 - MONUMENTS AND MARKERS. Continued

11.2 Company Responsibility for Installation

Unless prior written permission to have another contractor do the work has been obtained, each of the following shall be installed by the Company after receipt of payment in full for the service as well as for any applicable care and maintenance fees:

- a) Corner markers/stones;
- b) Monument foundations;
- c) Slabs;
- d) Monument flat markers. The Company requires that these may be up to a maximum size of twenty-four inches (24") by eighteen inches (18"). Any marker that exceeds either of these measurements is subject to specific approval by the Cemetery Manager/designate.

11.3 Monument Restrictions

All monuments must conform to the following general restrictions:

- a) Height is measured from the ground to the top of the die (monument/marker);
- b) Monuments and markers must be installed centered at the head end of the lot unless written approval to vary this arrangement is granted from the Company. Said placements must be arranged so as not to interfere with future interments;
- c) Single width lots may have up to two flat markers flush with the ground *or* one upright monument plus a flat marker.
- d) A double width plot may have up to three flat markers flush with the ground *or* one upright monument plus two flat markers.
- e) All flat markers shall be at least four inches (4") thick. "Flat" or "flush" marker means a granite marker that is set so that the top is absolutely flush with the level of the ground.
- f) Existing pillow markers, i.e., markers less than twelve inches (12") in height but *not* flush with the ground, shall be permitted to remain on the grounds in their present locations.
- g) Specific monument/marker size restrictions for a burial lot include:
 - i) The size of the base for a single lot, including the border, shall be no larger than thirty (30") by fourteen (14") inches.
 - ii) The size of the base for a double lot/plot, including the border, shall be no larger than thirty-six (36") by eighteen (18") inches.
 - iii) The height of the selected monument shall determine the thickness of the upright monument as follows:
 - if the monument is between twelve (12") and thirty-two (32") inches in height, then the thickness shall be not less than 6 inches;
 - if the monument is between thirty-two (32") and up to forty-eight (48") inches in height, then the thickness shall be not less than eight (8") inches;
 - iv) Any upright monument that is to be a full forty-eight inches (48") in height or greater than forty-eight inches (48") high must be approved by the Cemetery Manager/designate. A plan shall be submitted to the Cemetery Manager/designate. The plan may be rejected for either practical or aesthetic reasons. These reasons shall be shared in full with the monument planners. A monument of this size shall have monument insurance, the maintenance of which shall be the specific and continuing responsibility of the rights holder.
 - v) All monuments shall be pinned. The method of pinning monuments shall be in the manner prescribed by the Cemetery Manager. Any monuments not pinned in the aforesaid manner shall be removed at the rights holder's expense.

SECTION 11 - MONUMENTS AND MARKERS, continued

11.4 Condition on Exception

Existing markers not conforming to these requirements are permitted but may not be replaced in this form if they do not conform to current requirements without specific approval of the Company.

11.5 Cremation Lots and Columbaria

- a) Cremation lots shall have only flat markers which shall not exceed twenty inches (20") by twelve inches (12") and shall be set flush to the ground. These may be purchased through the Company.
- b) No permanent decorations are to be affixed to the exterior of a columbarium niche. However, decorations may be placed in the general area of a columbarium, with prior Company permission.

11.6 Corner Marker Restrictions

When corner markers are to be installed, they must be:

- a) Placed in the corners of the plot in a location dictated by the Company;
- b) Installed flush to the ground.

11.7 Inscriptions

- a) The Company shall review, and, if they are acceptable, pre-approve all inscriptions and designs on all monuments. No inscription or design shall be placed on any monument or marker that is not in keeping with the respectful tone of the Cemetery. The Company shall have the sole authority to determine what is/is not an appropriate inscription or design;
- b) To ensure clarity with respect to the location of individual burials, burial information, for example, names and dates, shall not be placed on the back of an upright marker unless both sides of the monument are owned and potentially or actually used by the same rights Holder;
- c) Inscriptions /memorialization on a niche is permissible within the allotted space, shall be of consistent letter style, method and size selected by Glenwood in keeping with existing inscribed panels, subject to existing Cemetery limitations. The Cemetery will place the order with a monument company after payment in full.
- d) The Board reserves the right to remove any monument or marker containing inappropriate inscriptions considered in contravention of the general purposes of the Company.

11.8 Delivery and Installation

Upright monuments/markers being installed by outside monument companies shall be delivered within official Cemetery hours and at a specific time and location as designated by the Cemetery Manager/designate. They may only be installed after related Glenwood fees have been paid in full. Companies installing upright monuments are fully liable for the quality of the installation.

Monuments/markers to be set in place by Cemetery staff shall be placed only after fees for this work have been paid in full.

11.9 Management / Repair of Monuments or Markers

- a) Any upright monument or marker found to be unsafe and presenting a risk to the public by reason of its possible instability, shall be repaired, reset, or at minimum laid down in such a way as to remove the risk.
- b) The cost of these special repairs as well as normal repairs shall be borne by the Rights Holder.
- c) Should a Rights Holder no longer be identifiable, the Company assumes responsibility for ensuring that the risk is properly contained but cannot guarantee repair.

SECTION 12 - CARE OF LOTS

12.1 Grading of Lot

- a) Responsibility for determining how a lot is to be graded rests solely with the Company.
- b) No person shall alter the grading of any lot without specific authorization by the Cemetery Manager/designate.

12.2 Plant Material

- a) Flowers or potted plants as well as artificial flowers may be placed on a lot. However, if these are considered unsightly or if they have been placed in a glass or any other unacceptable container, they shall be removed at the discretion of the Cemetery Manager/designate.
- b) No permanent plant material shall be permitted in flat marker sections. Natural cut flowers or dried flower arrangements may be placed in a pre-approved vase.

12.3 In-Ground Plantings

- a) In ground plantings are permitted only in front of headstones and within the fourteen inch (14") garden area associated with individual lots.
- b) A garden area is defined as the 14" extending forward from the front of the upright monument and is as wide as the upright monument.
- c) Dwarf style shrubs are permitted where there is an upright monument centered on two or more graves. One shrub may be planted on either side of the monument and in line with the monument row. Other dwarf shrubs may be planted in locations identified as acceptable prior to planting by the Cemetery Manager/designate.
- d) Interment Rights Holders are responsible for the trimming of shrubs. If interment rights Holders do not trim the shrubs within 30 days of being given notice to do so, shrubs may be removed by Company staff. If the Interment Rights Holder is unknown or cannot be contacted the Company has the right to trim or remove the shrubs.

12.4 Shepherd Hooks

A maximum of two (2) shepherd hooks for the hanging of contents using a plastic/other approved unbreakable container shall be permitted within the fourteen inch (14") garden area.

12.5 Figurines

Figurines are defined as any type of allowable decoration within the fourteen inch (14") garden area of upright monuments. Figurines shall not be made of prohibited materials. Figurines not conforming to these bylaws or are identified as broken may be removed at the sole discretion of the Cemetery Manager /designate.

SECTION 13 – CORPORATE ADMINISTRATION

13.1 Voting Members of the Company

- a) Glenwood Cemetery Company consists of all individuals who have are interested in furthering the objectives of the Company and who have applied for membership to the Board of Directors and who have been accepted as members. Applications from rights holders will be deemed automatically accepted without requiring prior Board approval.
- b) Each member shall be entitled to one vote at the Annual or a Special Meeting. By written authority, a member may appoint an agent to act on his/her behalf.
- c) All members have the right to be informed of Annual and Special Members Meetings.
- d) Annual and Special Meetings shall be announced in at least one local newspaper with general circulation in the area as well as by such other communication media as the Company normally uses to convey routine information to members and the general public. This announcement shall be published not less than 4 weeks prior to the meeting.

13.2 Bylaws Governing the Company

a) Responsibility for Identifying Need to Create or Revise Bylaws

From time to time, the members may formally determine the need for new or revised bylaws for the effective governance of the Company. These are normally identified by the Board of Directors and recommended to the members but may be initiated by the members.

b) Responsibility for Following Legislated Procedures in Creating Bylaws

The procedure to be followed shall be as specified in current provincial legislation. The Company's Board of Directors is responsible for ensuring that these procedures are reviewed before any subsequent changes to bylaws to ensure the actions of the Company conform to current procedures.

c) Procedures

At the time of approval of these bylaws that procedure includes the following requirements:

- i) The Company shall publish notification of the formal intent to revise existing or introduce new bylaws and amendments in a newspaper with general circulation in Prince Edward County. This same notice shall also be posted prominently on the front gate of the Cemetery for a period of 28 days. This posting on the gate shall be photographed and noted in the press notice.
- ii) This notice shall also contain a statement providing that members and other interested parties:
 - have access to the proposed changes to by-law(s) to make copies,
 - may obtain access by following a specific procedure which is spelled out,
 - may express concerns both prior to and at a formally advertised and held meeting of members.
 - are aware that said proposed changes are subject to Ministry approval and may be further amended by Ministry order.
- iii) This notice shall also be delivered to each supplier of markers who has delivered a marker to the Cemetery Company within the previous year;
- iv) Should the Ministry require further changes, members and interested parties who attended the original meeting or have otherwise requested that they be kept informed of changes shall be informed in writing of said changes by such medium as they have requested.

SECTION 13 – CORPORATE ADMINISTRATION, continued

d) Bylaws Require Formal Provincial Government or Designated Government Agency Approval

Following approval of the proposed bylaw changes by the members, the bylaws then shall be submitted to the appropriate provincial government department or agency to ensure they comply with current provincial legislation and regulations.

e) Report to Annual Meeting

The Annual Meeting held after the Ministry response to proposed bylaws will be advised of any further changes ordered to be made by the Ministry. This is only a formal record of changes made, approved and already in force.

13.3 Annual Meeting of Members

a) Meetings to be held in June

Annual meetings of members shall be held in June of each year, unless circumstances dictate a variation in this practice.

b) Purpose and Work of the Annual Meeting

The Annual Meeting shall:

- i. Review the work of the Company during the previous year. This will include formally receiving and accepting the Chair's Annual Report.
- ii. Approve the actions of the Board of Directors during the previous year:
- iii. Review the general direction of the Company in the coming year;
- iv. Elect a Board of Directors;
- v. Accept /reject the formal financial report prepared by an auditing company
- vi. Determine the type of financial report and the specific accounting firm needed to meet regulatory requirements for financial accountability
- vii. Make such other decisions as it considers necessary for the continued health of the Company.

c) Public Notice of the Annual Meeting

Notice in a local newspaper of the Annual or any Special Meeting of the Members shall be published at least once not less than 28 days before the date of the meeting, and, as required, posted in such other ways and meeting such information requirements as are specified by the provincial Cemeteries Act.

d) Tie-Breaking Votes

The Chair is entitled to a tie-breaking vote in the case of a tie vote at Members' meetings as well as in Board of Directors' Meetings.

e) General Procedural Rules

Roberts' Rules of Order shall be followed during both Members' and Board Meetings.

SECTION 13 – CORPORATE ADMINISTRATION, continued

f) Chair of the Annual and Special Rights Holders Meetings

The Chair of the Board shall preside at all Members' meetings. In the absence of the Chair, the Vice Chair or another officer of the Executive shall take on the position of Chair.

13.4 Other Meetings of Members

A special meeting of the Members may be called by the Board of Directors or by written request of six Members for the purpose of dealing with a special matter or issue which shall be stated in the Notice of Meeting and or in the written request.

13.5 Board of Directors

- a) The Company shall be administered by a Board of Directors consisting of not fewer than four (4) people duly elected by the Members.
- b) Board members must be Members of the Company.
- c) The elected Board of Directors shall assume office immediately following election at the Annual Meeting of the Members.
- d) All Board members are subject to annual re-election.
- e) Board members are eligible to hold office on a continuing basis, provided they are individually formally elected to do so for the forthcoming year. There is no specific limit to the number of one-year terms possible but Board members should be prepared to serve for a minimum of four (4) years.

13.6. Executive Committee

The Board of Directors may establish an Executive Committee consisting of a Chair, a Vice-Chair, Treasurer, Secretary and any other office the Board determines to be necessary.

13.7 Responsibilities of the Board of Directors

In addition to periodic development of proposed By-Laws and policies necessary to maintain the good order of the Cemetery, and the responsibility for setting fees for use of the Cemetery and services associated with this use, the Board:

- a) May obligate the Company financially as it considers necessary for the good of the Company.
- b) Shall set limits on the extent to which the Executive Committee may make decisions, in particular limiting its ability to obligate the Company financially beyond the sum of One Thousand Dollars (\$1,000.00).
- c) Shall determine the terms and conditions of employment of the Manager, as well as the extent of interim financial commitments that the Manager may make up to the One Thousand Dollar (\$1,000.00) threshold.
- d) Should interim spending decisions be required that exceed this threshold, the Chair may have these made by electronic vote, provided all members of the Board are fully informed as to the circumstances and a quorum of the board members respond affirmatively to the question. In an emergency, this approval may have to be given retroactively.

13.8 Time and Place of Meetings of the Board of Directors

The Board of Directors shall set regular monthly meeting dates and times. The Secretary of the Board shall advise all Directors of any changes to the set dates and times as well as the locations of meetings as soon as possible.

SECTION 13 – CORPORATE ADMINISTRATION, continued

13.9 Quorum for Board of Directors Meeting

Attendance of at least 50% of the elected Board members shall constitute a quorum. If a member of the Board is absent on a previously approved leave of absence, that member shall not be counted for purposes of establishing the presence of a quorum. Attendance may be in person or, if agreed to by the Board, in such other electronic form as can be demonstrated to permit reasonable participation in both discussions and decision-making processes.

13.10 Board of Directors: Conflicts of Interest

Any member of the Board of Directors having a commercial, monetary or beneficial interest in a matter to be discussed and voted upon by the Board shall declare a conflict of interest and may be asked to absent themselves from the room and discussion and shall not vote on the matter.

13.12 Board of Directors: Attendance Requirements and Interim Replacements

Any member of the Board who misses three consecutive meetings of the Board without good reason or previously approved Board-approved leave of absence shall be considered to have resigned from the Board and, in the event of such resignation, an interim replacement shall be appointed at the earliest possible date. Any such interim members shall stand for election at the following Annual Members' Meeting, and, if elected, shall then begin the first year of their first four-year term on the Board.

13.13 The Immediate Past President

An Immediate Past President shall hold that title for a period of one year or until other interim changes in Board Officers result in creation of a successor. As Immediate Past President, the individual is entitled to attend all Board Meetings as a non-voting member and offer such advice about past policy and practice as appears necessary for the continued effective governance of the Company.