

THE CORPORATION OF THE VILLAGE OF OIL SPRINGS
BY-LAW NO. 975 OF 2023

Being a By-law governing the operations of the Oil Springs Cemetery under the jurisdiction of the Village of Oil Springs, in particular, Governing rights, entitlements and restrictions with respect to interment rights, in accordance with the Funeral, Burial and Cremation Services Act, 2002, S.O. 2001, c.33

VILLAGE OF OIL SPRINGS CEMETERY

WHEREAS The Village of Oil Springs owns and operates the municipal cemetery known as the Oil Springs Cemetery, located 4296 South Plank Road, Oil Springs, Ontario, in the municipality of The Township of Enniskillen.

AND WHEREAS the Funeral, Burial, Cremation Services Act, 2002, S.O. 2001, c.33 regulates the operations of cemeteries in Ontario;

AND WHEREAS the Council of The Corporation of the Village of Oil Springs deems it desirable to enact a By-law to regulate the operation of the Oil Springs Cemetery;

NOW THEREFORE the Council of The Corporation of the Village of Oil Springs HEREBY ENACTS AS FOLLOWS:

Definitions

“Cemetery” shall mean the Oil Springs Cemetery, Located as Part of Lots 13 and 14 Concession 3, Geographic Township of Enniskillen, County of Lambton.

“BAO” shall mean the Bereavement Authority of Ontario.

“Board of Trustees” shall consist of a minimum of seven members, five of whom shall be appointed by the Council of the Village of Oil Springs, one member to be appointed by the Township of Enniskillen and one member to be appointed by the Township of DawnEuphemia.

“Chairman” shall mean the Mayor of the Municipality of the Corporation of the Village of Oil Springs who shall preside at all meetings of the Board and in his/her absence a Chairman shall be elected from those present.

“Secretary” shall mean the Clerk-Treasurer of the Corporation of the Village of Oil Springs.

“Treasurer” shall mean the Clerk-Treasurer of the Corporation of the Village of Oil Springs.

“Caretaker” shall mean the Public Works Superintendent of the Corporation of the Village of Oil Springs.

“Price List” shall mean the list of fees and charges as set out by the Cemetery Board and presented herewith as Schedule ‘A’.

“Lot” means an area of land in a cemetery containing, or set aside to contain, human remains.

“Grave” shall mean any burial space having a size of 45 square feet. (45 inches in width and 12 feet in length.)

“Interment Lot” includes the right to require or direct the interment of human remains in a lot.

“Interment Rights Holder” means a person with Interment Rights with respect to a lot and includes a purchaser on Interment Rights under the Cemeteries Act, being Chapter C 3 of the Revised Statutes on Ontario, 1990, or a predecessor of that Act.

“Plan” shall mean the plan of the Cemetery, filed with BAO.

“Certificate of Interment Rights” shall mean the certificate issued by the Cemetery to the purchaser of Interment Rights in either a lot or plot.

“Care and Maintenance Fund” it is a requirement under the FBSCA that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold; and prescribed amounts for monuments and markers is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

“Monument” shall mean any permanent memorial projecting above the ground level.

“Marker” shall mean any memorial of granite, marble or bronze set flush with the surface of the ground, and used to mark the location of a lot.

“Corner Stones” shall mean initialized land markers set flush with the surface of the ground and used to indicate the location of a lot.

Board of Trustees

- 1 The Board of Trustees shall consist of a minimum of seven members, five of whom shall be appointed by the Council of the Corporation of the Village of Oil Springs, one member to be appointed by the Township of Enniskillen and one member to be appointed by the Township of Dawn-Euphemia.
- 2 The Board of Trustees shall exercise a general supervision of the cemetery grounds and improvements.
- 3 The Board of Trustees shall enforce, when necessary, all the regulations and orders of the Board, decide all questions arising between the Board and lot owners, and decide questions pertaining to the business of the Board which may arise during the interval between meetings of the Board. The Board of Trustees shall have charge of and direct all improvements in the Cemetery, such as grading, planting, trimming of plants and shrubs and trees, laying out the avenues and grounds and keeping same in proper order.
- 4 The Board of Trustees shall employ all the assistants needed at the grounds to perform the work to properly care for the Cemetery.
- 5 The Board of Trustees shall enforce the Rules and Regulations when required and shall furnish estimates on work that may be proposed.
- 6 The Board of Trustees shall fix the prices on all lots, opening and closing of graves.

Chairman

- 1 The Mayor of the Municipality of the Corporation of the Village of Oil Springs shall preside at all meetings of the Board and in his absence a Chairman shall be elected from those present.
- 1 The Mayor of the Municipality of the Corporation of the Village of Oil Springs may sign all Deeds for Lots in the Cemetery previously sold and paid for and all such deeds may also be signed by the Clerk-Treasurer or Deputy Clerk-Treasurer.
- 2 The Mayor of the Municipality of the Corporation of the Village of Oil Springs shall sign all warrants for funds drawn upon the Treasurer and shall sign the minutes after being approved when read.

Secretary

- 1 The Secretary shall attend all meetings of the Trustees and record the proceedings in a book in the same manner as if the Board was an organized Company.
- 2 The Secretary shall keep such records and books as the Trustees may direct and such books and records shall be the property of the

Corporation of the Village of Oil Springs and be open to inspection to lot owners during office hours.

- 3 The Secretary shall keep the records with an index of all lot owners and names of persons buried in the Cemetery.

Treasurer

- 1 The Treasurer shall receive all monies due to the Board and deposit same in such banking institution as the Trustees may appoint. The Treasurer shall have power to make payment on behalf of the said Board. The Mayor will peruse invoices and sign all cheques with the Treasurer. The Treasurer shall file and preserve all vouchers and all other papers relating to this office. The Treasurer shall sign in connection with the Mayor all deeds of conveyance to Lot or Shareholders.
- 2 The Treasurer shall make an annual report to the Trustees concerning the financial condition and the prospects.

Caretaker

- 1 The Caretaker shall manage groundskeeping and avenue maintenance in the Cemetery.
- 2 The Caretaker shall supervise the lawn care of the Cemetery.
- 3 The Caretaker shall coordinate all openings and closings in the cemetery.
- 4 The Caretaker or his/her appointed delegation shall be in attendance at each interment.
- 5 The Caretaker shall open and close the gate for seasonal access.
- 6 The Caretaker shall be responsible for the general upkeep and cleanliness of the Cemetery.

Sale & Transfer of Interment Rights

Notice of Resale and Transfer of Interment or Scattering Rights

- 1 Interment rights holders may first offer the interment rights to the Cemetery Operator.
- 2 If the Cemetery Operator does not wish to re-purchase the interment rights at the current price, less the original care and maintenance paid, the interment right may be sold on 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 bylaws.

Requirements for resale of interment rights or scattering rights where permitted by the Cemetery Operator are:

The interment or scattering rights holder(s) intending to sell 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 third party purchaser with the required certificate, etc:

- a. An interment or scattering rights certificate endorsed by the current rights holder
- b. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
- c. If the resale involves scattering rights, a written statement of the number of scatterings rights
- d. Any other documentation in the interment or scattering rights holder(s) possession relating to the rights

The third party purchaser will be provided with the following documents by the Cemetery Operator:

- a. An interment or scattering rights certificate endorsed by the current rights holder
- b. A copy of the Cemetery's current by-laws
- c. A copy of the Cemetery's current price list
- d. If the resale involves interment rights, a written statement of the number of lots that have been used in the plot and the number of lots that remain available
- e. If the resale involves scattering rights, a written statement of the number of scattering rights available
- f. Any other documentation in the interment rights holder (s) possession relating to the rights

The Cemetery Operator will require:

- a. A statement signed by the rights holder(s) selling the interment or scattering rights acknowledging the sale of the interment rights to the third party purchaser
 - b. Require confirmation that the person selling the interment or scattering rights is the person registered on the Cemetery records and that they have the right to re-sell the interment or scattering rights
 - c. Record the date of transfer of the interment or scattering rights to the third party
 - d. The name and address of the third party purchaser(s)
 - e. A statement of any money owing to the Cemetery Operator in respect to the interment or scattering rights
- 3 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 or scattering rights certificate to the third party purchaser.
 - 4 Upon completion of the above listed procedures, and upon the issuance of the new interment or scattering rights certificate, the third party purchaser or transferee(s) shall be considered the current interment or scattering rights holder(s) of the interment or scattering rights, and the resale or transfer of the interment or scattering rights shall be considered final in accordance with the Cemetery by-laws and the FBSCA (Funeral, Burial and Cremation Services Act, 2002)
 - 5 The Cemetery Operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the Cemetery Operator's current price list.
 - 6 The Cemetery Operator does not prohibit the resale of an interment or scattering rights and may repurchase the interment or scattering rights from the rights holder(s) if the Cemetery Operator so desires and may negotiate a purchase price so long as the seller acknowledges being aware of the Cemetery Operators current price list amounts for interment and scattering rights.

Cancellation or Resale of Interment Rights

- 7 Purchasers of interment or scattering rights holders acquire only the right to direct the burial of human remains and the scattering of cremated human remains, and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery by-laws. In accordance with Cemetery bylaws, no burial, entombment, scattering, or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchaser of interment rights is not a purchase of Real

Estate or real property. An interment rights holder wishing to resell their interment rights may advise the Cemetery Operator of their intention prior to seeking a third party buyer for the interment rights.

Cancellation of Interment Rights Within 30 Day

Cooling-Off Period

- 8 A purchaser has the right to cancel an interment or scattering rights contract within thirty (30) days of signing the interment or scattering 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.

Cancellation of Interment or Scattering Rights after the 30 Day

Cooling-Off Period

- 9 Upon receiving written notice from the purchaser of the interment or scattering rights, the Cemetery Operator will cancel the contract and issue a refund to the purchaser for the amount paid for the interment or scattering rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said notice. 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.
- 10 If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to cancel the contract or re-sell the interment or scattering rights.

Resale of Interment or Scattering Rights after 30 Day

Cooling-Off Period

- 11 Unless the interment or scattering rights have been exercised the purchaser retains the right to cancel the contract or re-sell the interment or scattering rights. Once payment for the interment or scattering rights has been made in full, and an interment rights certificate has been issued, the interment or scattering rights holder(s), as recorded on the Cemetery records, has right to re-sell the interment rights. Any resale of the interment rights shall be in accordance with the requirements of the Cemetery by-laws and in keeping with the FBCSA (Funeral, Burial and Cremation Services Act, 2002)
- 12 If any portion of the interment or scattering rights has been exercised, the purchaser, or the interment rights holder(s) are not entitled to re-sell the interment or scattering rights.

NOTE: ALL REALES OF INTERMENT OR SCATTERING RIGHTS MUST BE CARRIED OUT THROUGH THE CEMETERY OPERATOR

- 1 Interment rights in lots and plots may be purchased from the Board of Trustees Services. The prices for lots include the applicable portion for deposit to the Cemetery's Care and Maintenance Fund.
- 2 Payments for Interment Rights shall be made at the Municipal Office of the Village of Oil Springs.
- 3 The Corporation shall provide to the Rights Holder at the time of sale with:
 - a. A copy of the contract,
 - b. A copy of the Cemetery By-law,
 - c. A copy of the price list,
 - d. And upon payment in full, and after the 30 day coolingoff period, a Certificate of Interment Rights.
- 4 To ensure the correctness of records of ownership and interments, no transfer of any interment rights or any interest therein shall be binding upon the Corporation of the Village of Oil Springs until notice is given in writing to the Treasurer of the Corporation

specifying the name and address of the proposed transferee and the date of transfer, and such particulars have been entered in a register for that purpose. Upon receipt of such notice, and payment of a fee, the transfer shall be made.

- 5 In cases of transmission of ownership by will or bequest of interment rights, the management reserves the right to require the production of a notarial copy of the will or other evidence sufficient to prove ownership.
- 6 NO REFUND will be made for any lot if any interment rights have been exercised or any monument/marker has reduced the interment rights area remaining.
- 7 If any Interment Rights have not been used after a 20 year period has passed, they may be considered abandoned. The cemetery may apply to the Registrar for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied that the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is not an appeal by the end of the time period allowed for appeal, the Cemetery may resell the lot in question.
- 8 Any person whose Interment Rights have been resold after being declared abandoned may apply to the Registrar for redress. Upon receiving an application for redress, the Registrar shall order the Corporation to provide better or equivalent Interment Rights in that cemetery or to refund the amount that it would cost to purchase better or equivalent interment rights in the cemetery or if no interment rights are available in the cemetery, in the closest cemetery appropriate to the religious or ethnic affinities of the person whose Interment Rights have been resold. Determination of better or equivalent, or to refund the amount, will be based on the current price list of the Oil Springs Cemetery Board.

Interments and Disinterment

- 1 Winter burials shall take place weather permitting.
- 2 In accordance with the FBCSA the purchaser of interment or scattering rights must enter into a Cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial or entombment of human remains, or each scattering of cremated human remains.
- 3 Not more than one burial shall be made in any single grave except that of the cremated remains of four persons
- 4 The Caretaker of the cemetery, his/her assistant shall be in attendance at each interment.
- 5 Interment or scattering rights holder(s) must provide written authorization prior to burial, scattering, or an entombment taking place. Should the interment or scattering rights holder be deceased, 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 next of kin.
- 6 A burial permit issued by the Division Registrar or equivalent, showing that the death has been registered with the province must be provided to the Cemetery office prior to a burial, scattering or entombment taking place. A Certificate of Cremation must be submitted to the Cemetery office prior to the burial of cremated remains or scattering of cremated remains taking place.

- 7 The fee for the opening of the lot according to the fee found in the price list must be deposited with the Treasurer, in full, before interment can take place.
- 8 Persons requesting interments in lots or plots shall be held responsible for charges incurred.
- 9 When Interment Rights in a lot/plot are held jointly by two or more persons, an order will be accepted from either or any of them or their authorized representatives, for interment in such part of the plot as may be requested.
- 10 No lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Corporation.
- 11 The scale of fees for plot opening and closing is determined by the Board of Trustees. Fees for opening and closing plots are payable to the Village of Oil Springs Cemetery, where the Cemetery will in turn pay the Contractor for the Cemetery.
- 12 No person shall disinter any human remains without the prior consent of the interment rights holder and in accordance with O. Reg.30/11, Section 162 of the Funeral, Burial and Cremation Services Act, 2002.
- 13 The Corporation will exercise all due care in making burials and interments but is not responsible for damage to any casket, urn or other container sustained during disinterment.
- 14 No interment shall be permitted in any lot where the burial rights have not been paid in full.
- 15 The Corporation reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the lot, or the transfer or conveyance of any interment rights. The Corporation may either cancel such grant and substitute other interment rights, or lot of equal value and similar location, as far as is reasonably possible; or refund all money paid on account for such purchase. Notice will be given personally to the Rights Holders. If necessary, it may be mailed to the Rights Holders or their legal representatives, at their last appearing address in the record books of the Corporation. In the event any such error may involve the disinterment of remains, the Corporation shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
- 16 The Corporation shall not be held responsible for any errors made for any funeral arrangements made over the phone. These arrangements should be made in writing.
- 17 Extra charges are included in the price list for Sunday or Holiday Interments, winter Burials and funerals reaching the Cemetery after the hour of 3:00 p.m. during a weekday.
- 18 Sunday burials are permitted only upon request by the Department of Health.

Care of Lots – General

- 1 All persons are prohibited from writing upon, defacing or injuring any monument or belonging to the Cemetery.
- 2 All lots and plots sold shall be properly graded, sodded or seeded and mown by the Corporation.
- 3 No person shall do any work upon a burial lot without the permission of the Cemetery Board.
- 4 No trees, shrubs, flowering or other plants may be cultivated on lots.

- 5 If any trees or shrubs situated in any lot shall have become by means of their roots or branches or in any other way, detrimental to the adjacent lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public, the Corporation may remove such trees, shrubs or parts thereof.
- 6 NO GLASS CONTAINERS of any kind are allowed in the cemetery at any time.
- 7 Nails, wires, wooden crosses, articles of glass or pottery or any other material that create a hazard to workers or visitors when neglected or broken are not allowed in the cemetery.
- 8 Since borders, fences, railings, walls, cut-stone coping and hedges in or around lots become unsightly, they are prohibited. No enclosure of any kind will be allowed around lots/plots.
- 9 Rubbish shall not be thrown out on roads, walks or any part of the grounds.
- 10 No Interment Rights Holder shall change the grading of his lot, and in case of any such change, the Corporation may restore the lot to its original grade at the expense of the Interment Rights Holder.
- 11 No unauthorized person shall sod, move cornerstones or lot markers.
- 12 Interment Rights Holder wishing improvements made on their lots must pay for same to the Treasurer.
- 13 The Corporation shall not be responsible for loss or damage to any articles left upon any lot or plot.

Care of Lots – Flowers

- 1 Decoration Day is the Third Sunday (Father's Day) in June of each year.
- 2 Wreaths, flowers, decorations of any type placed on lots or plots are to be removed by the Interment Rights Holder when they are detrimental to the general appearance of the cemetery.
- 3 All persons are prohibited from plucking any flowers, either wild or cultivated, injuring or breaking any tree, shrub or plant or entering on any individual lot without permission from the Corporation.

Rules and Regulations

- 1 Visitors are always welcome at the cemetery. They are asked to remember the respect due to the dead.
- 2 All persons are prohibited from writing upon, defacing or injuring any monument or other structure in or belonging to the cemetery.
- 3 All persons are prohibited from carrying or discharging firearms except in the case of military funerals.
- 4 Children will not be admitted unless attended by some person who will be responsible for their conduct.
- 5 Any person disturbing the quiet and good order of the place by noise or other improper conduct, or who shall violate any of the foregoing rules, will be compelled instantly to leave the grounds or be subject to arrest and prosecution.
- 6 No dogs or other pets shall be allowed in the cemetery.
- 7 It is recommended that all graves contain cement vaults.
- 8 It is recommended that each lot or plot be marked with ID Cornerstones, paid for at time of lot purchase.
- 9 The Corporation will not be responsible for the loss of damage to any article left upon any lot, grave or other part of the cemetery.

- 10 No parades other than funeral processions shall be admitted to or be organized within the cemetery
- 11 Vehicles within the cemetery shall be driven at a moderate rate of speed and shall not leave the avenues or park on the grass.
- 12 Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- 13 Any person who, in the cemetery, damages or moves any tree, plant, marker, fence, structure or other thing usually erected, planted or placed in a cemetery is liable to the Corporation and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the cemetery to the state that it was in before anything was damaged or moved by the person liable.
- 14 No pleasure ATVs. (all terrain vehicles) or snowmobiles are allowed in the cemetery.
- 15 Any article which is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the cemetery, may be removed by the cemetery. Notice of the removal will be given to the Rights Holder when possible.

Monument and Markers – General Information

- 1 All monumental work must be brought into the cemetery under the direction of the Caretaker when grounds and drives are in proper condition. Work may be suspended from November 1st to May 1st.
- 2 All foundations must be at least four (4) feet in depth.
- 3 All monuments and headstones must be of good quality of granite, marble or other cut stone adapted to such purposes or real bronze.
- 4 In the erection of monuments, or other structures, a place will be designated by the trustees for the deposit of materials, which shall not remain longer on the ground than is necessary for their construction. All materials must be removed as soon as the work is completed.
- 5 All workmen employed in the erection of monuments must be subject to the control and direction of the Trustees and any workman failing to conform to this regulation will not be permitted to work on the grounds.
- 6 The erection of a monument on any plot will not be permitted until the lot has been entirely paid for.
- 7 The lots are sold at fixed rates set by the Trustees and may be revised as deemed necessary by the Trustees.
- 8 If a monument or marker in a cemetery presents a risk to workmen or public safety because it is unstable, the Corporation shall do whatever is necessary by way of repairing, resetting or laying down the marker to remove the risk.
- 9 For the purpose of the regulations, a monument shall be understood to mean any permanent memorial projecting above ground level.
- 10 Minor scraping of the base portion of upright monuments due to the turf mowing operation is considered by the Corporation to be normal wear.
- 11 The Corporation will take reasonable precautions to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to any monument, or part thereof where such damage or loss is due to its negligence.

- 12 The Corporation reserves the right to determine the maximum size of monuments, their number and their location on each lot or plot. They must not be of a size that would interfere with any future interments.
- 13 All photographs attached to any memorials or placed within the cemetery grounds shall be the sole responsibility of the owner.
- 14 All foundations for monuments and markers shall be built by, or contracted to be built for, the Corporation at the expense of the Interment Rights Holder.
- 15 No foundations may be constructed after September 30th in any year and before June 1st in the following year unless determined otherwise by the Caretaker.
- 16 The charges for the construction of foundations are set forth in the Price List.
- 17 Cremation plots to have bronze plaques secured to existing walkway only (1ft x 2ft allocated to each plot).

Monument Bases

To be arranged and installed by monument company at the dimensions below.

30" x 12": Foundation 38" x 20" x 48"

36" x 12": Foundation 44" x 20" x 48"

42" x 12": Foundation 50" x 20" x 48"

Cremation Monuments

Cremation lots allow one pillow top monument/lot. Monument size is to be 24" x 12" x 6" or 4" and is to be secured to the sidewalk in your designated lot. Colour of the monument is to be 'barre grey'.

Grave Sizes

Cremation	2.5 ft. (6.25 sq. ft.)
1 Grave	3.75 ft. (45 sq. ft.)
2 Graves	7.5 ft. (90. sq. ft.)
3 Graves	11.25 ft. (135 sq. ft.)
4 Graves	15.00 ft. (180 sq. ft.)

Contribution to Care and Maintenance for Marker Installation As

provided in the Schedule of Fees for the Oil Springs Cemetery, attached hereto as Schedule 'A'.

Lot Interments

- 1 The original purchaser may, either at the time of his/her purchase or at any other time thereafter prior to his/her decease, execute under his/her hand and seal and duly acknowledged before any person authorized to take acknowledgement of deeds, an instrument directing who shall be interred upon said lot, and deposit said instrument with the Board of Trustees; provided, if said purchaser shall desire to designate any other person than the immediate family of kindred, he/she shall first obtain permission of the Board of Trustees, in writing as above provided, and in the event such designation is so made no person other than the person so designated, shall ever be interred upon said lot.
- 2 In the event the original purchaser shall not in his/her lifetime have made such designation as to the person to be buried thereon, the heirs of said purchaser may by an agreement in writing between themselves, duly signed, and acknowledged before some person qualified to take acknowledgements of deeds, and deposit with the Board of Trustees, determine who among them shall have the right to be buried upon said lot. Such an agreement shall be accompanied with satisfactory evidence in writing that the persons signing are all the heirs of the original purchaser.
- 3 In event the original purchaser shall not have made such designation, and the heirs shall not have consummated such agreement, then the

direct lineal descendants of such purchaser shall in order of their death, be entitled to interment, therein until all unoccupied space shall be filled. In such case, if there are no lineal descendants, then the collateral kindred in the nearest and equal degree of consanguinity in the order of their death shall be thus entitled to interment therein, until said lot shall have been fully occupied.

Any and all other by-laws preceding this by-law shall be repealed and replaced by By-law 975 of 2023.

The provisions of this By-law shall come into force and take effect January 1, 2024 and the date of approval of this By-law by the Registrar in accordance with the FBCSA.

READ a FIRST and SECOND time this 5th day of December 2023

READ a THIRD time and FINALLY PASSED this 5th day of December 2023.

Mayor

Clerk-Treasurer

Schedule 'A'
 Schedule of Fees for the Oil Springs Cemetery
 Effective date: January 1, 2024

This Schedule of Fees to be reviewed annually by the Cemetery Board of Trustees and revised as required by Motion of the Council of the Village of Oil Springs.

Item/Services	Price
<u>Cemetery Lot - Resident</u>	\$1,000.00/plot
Grave Sizes:	comprising \$600 Interment Rights plus
1 Grave 3.75 ft. (45 sq. ft.)	\$400(40%) Lot Perpetual Care Fee
2 Graves 7.5 ft. (90 sq. ft.)	
3 Graves 11.25 ft. (135 sq. ft.)	
4 Graves 15 ft. (180 sq. ft.)	
(Note: 1 full burial and 2 cremations or 4 cremations/plot)	
<u>Cemetery Lot - Non-resident</u>	\$1,500.00/plot
Grave Sizes:	comprising \$900 Interment Rights plus
1 Grave 3.75 ft. (45 sq. ft.)	\$600 (40%) Lot Perpetual Care Fee
2 Graves 7.5 ft. (90 sq. ft.)	
3 Graves 11.25 ft. (135 sq. ft.)	
4 Graves 15 ft. (180 sq. ft.)	
(Note: 1 full burial and 2 cremations or 4 cremations/plot)	
<u>Cremation - Resident</u>	\$675.00/plot
Grave Sizes:	comprising \$405 Interment Rights plus
1 Grave 2 ft. (4 sq. ft.)	\$270(40%) Lot Perpetual Care Fee
(Note: 2 cremations/plot)	
<u>Cremation Lot - Non-resident</u>	\$1,000.00/plot
Grave Sizes:	comprising \$600 Interment Rights plus
1 Grave 2 ft. (4 sq. ft.)	\$400 (40%) Lot Perpetual Care Fee
(Note: 2 cremations/plot)	
<u>Care and Maintenance</u> Included in above prices	
Resident (per lot)	\$400.00
Non-resident (per lot)	\$600.00
Resident (per cremation lot)	\$270.00
Non-resident (per cremation lot)	\$400.00
Recommendation: Purchasers of plots or lots also purchase cornerstones (6"x 6" set of four) for \$180.00.	
<u>Monument Fund (paid by stone company)</u>	
Flat Marker greater than 173 sq. inches	\$100.00
Upright stone (up to 4 ft. height or width)	\$200.00
Upright stone (over 4 ft. height or width)	\$400.00
<u>April 16 through October 31</u>	
Opening/Closing – Burial	\$1,425.00

Opening/Closing – Cremation \$ 500.00

November 1 through April 15

Opening/Closing – Burial \$1,725.00

Opening/Closing – Cremation \$ 600.00

Holidays and Weekends

Opening/Closing – Burial add \$ 300.00

Opening/Closing – Cremation add \$ 500.00

*Prices may vary depending on size of urn or vault

Make payment to: Oil Springs Cemetery
4591 Oil Springs Line, P.O. Box
22
Oil Springs, ON
NON IPO

The Village of Oil Springs Cemetery accepts
donations year round for the following funds:

Oil Springs Cemetery General for the
maintenance of cemetery grounds

Oil Springs Cemetery Fence Fund
for the maintenance of the fence surrounding the cemetery

Oil Springs Cemetery Monument Restoration Fund for the
maintenance of headstones on Cemetery grounds

Notes:
