

Village of South Amherst

# BOARD OF CEMETERY TRUSTEES

By-Laws and Regulations relative to management, care, upkeep, improvement of the  
Village of South Amherst Cemeteries

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# *By-laws and Regulations*

## **F O R W A R D**

This booklet contains the By-laws and Regulations for cemeteries owned by the Village of South Amherst (hereinafter referred to as "Cemetery"). They have been approved by the Village of South Amherst Cemetery Board and approved by the Council of the Village of South Amherst.

These By-laws apply to every form of Interment Right, except where clearly inapplicable.

By-law compliance ensures the safety of our families and employees and the maintenance of proper Cemetery operations. The rules of the Cemetery, subject to the approval of the Council of South Amherst, are subject to change at any time.

## **G L O S S A R Y O F T E R M S**

**Burial:** The opening and closing of a Lot or Grave (in the ground) for human remains or cremated human remains (including the scattering of cremated human remains).

**By-laws:** The rules and regulations under which the Cemetery operates.

**Perpetual Care Fund:** As a requirement under the legislation, a portion of the purchase price of all Interment Rights, and the prescribed amount payable upon installation of Monuments and Markers is contributed into The Perpetual Care Fund. Income from the Perpetual Care Fund is used to provide general care and maintenance of the Cemetery.

**Columbarium:** A structure containing individual compartments or Niches for the placement of human cremated remains.

**Crypt:** An individual compartment in a Mausoleum for the placement of human remains.

**Entombment:** The opening and closing of a Crypt for human remains, or the opening and closing of a Niche for cremated human remains.

**Grave:** Any Interment Right (cremation, child, or adult) which permits a Marker or Monument to be set in the Marker Space, or attached to an adjacent feature wall as defined in the Interment Rights Certificate. (Also refer to Lot definition.)

**Interment Right:** The right to require or direct the Burial or Entombment of human remains or cremated human remains in a Grave, Lot, Niche or Crypt.

**Interment Rights Certificate:** A document, issued by the Cemetery once Interment Rights have been paid in full, specifying the ownership of the Interment Rights, memorialization options and planting restrictions.

**Interment Rights Holder:** A person, firm, or corporation holding the right to direct the Burial or Removal of human remains, cremated human remains, and associated memorialization in an Interment Right as registered in the Cemetery records.

**Lot:** Any Interment Right (cremation, child, or adult) which permits the erection of a Monument in the Monument Space. (Also refer to Grave definition.)

**Marker:** A memorial constructed of durable stone, granite or bronze, set flush and level with the ground in the Marker Space, except where attached to the feature wall adjacent to the Grave.

**Marker Space:** Unless otherwise specified on the Interment Rights Certificate, that portion designated to contain the marker.

**Mausoleum:** A structure or building containing individual compartments or Crypts for the placement of human remains.

**Memorials:** All Markers or Monuments, Columbarium Niche or Mausoleum Crypt fronts, and any other form used to inscribe the names of individuals buried or interred within the Cemetery.

**Monument:** An upright (above-ground) memorial, constructed of a durable stone, granite, or bronze material, installed within the designated Monument Space of a Lot(s).

**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 Die stone.

**Monument Die stone:** Those portions of the Monument set on the Monument Base, containing the design and memorial inscription.

**Monument Foundation:** The in-ground concrete foundation, constructed the equivalent size of the Monument Base, plus an additional four inches on each side, aka Footer.

**Monument Space:** That portion of the Lot(s) designated to contain the Monument.

**Niche:** An individual compartment in a Mausoleum or Columbarium for the Entombment of cremated human remains.

**Purchaser:** The individual purchasing the Interment Right, products or services. The Purchaser does not hold or maintain the right to direct Burials, Entombments, or memorialization unless they are registered as the Interment Rights Holder(s) and are so named on the Interment Rights Certificate.

**Removal or Disinterment:** The Removal of human remains, including cremated human remains, from a closed or sealed Grave, Lot, Niche or Crypt.

## 1.0 GENERAL INFORMATION

### 1.1 Hours of Operation

**Cemetery Grounds Visitation Hours:** Interment Rights Holders and the general public can visit the Cemetery grounds during daylight hours. The Cemetery is opened from Sunrise to Sunset. The Cemetery board has the right to close the Cemetery if needed.

**Office Hours:** Office hours vary. Please contact the Cemetery office at 440-986-2202 to obtain hours of operation on any given day.

**Burial Hours:** Burials will be carried out between the hours of 9:00 A.M. and 2:00 P.M. Monday through Saturday (excluding statutory holidays of New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas). Additional service charges will apply for burials arriving at the Cemetery after 2:00 P.M. or on Saturdays. Saturday funerals must arrive no later than 11:00 a.m. and close by 12:00 p.m. Additional exclusions are the day after Thanksgiving and Christmas Eve.

**1.2 Private Property:** All cemeteries are privately owned lands. Interment Rights Holders and public visitors enjoy the use of the Cemetery at their own risk and shall be governed by the following:

- **Damage to Property:** No one may damage, destroy, remove or deface any property in or belonging to the Cemetery;
- **Vehicles:** Vehicles within the Cemetery shall be driven at a speed less than 10 miles per hour. At no time shall such vehicles park or drive on the grass. Owners of vehicles will be held liable for any damage caused by their drivers or vehicles;
- **Improper Conduct:** In the sole opinion of the Cemetery, any person whose actions, conduct, behavior, or attire disturbs the decorum of the Cemetery, or who violates these By-laws will be asked to leave the Cemetery grounds;
- **Special Events:** Special Events are permitted with the prior approval of the Cemetery;
- **Soliciting:** Canvassing, soliciting, advertising or distributing business cards in the Cemetery is prohibited, as is the placing or displaying of any manufacturer's, monument dealer's, or quarry's name, insignia or trademark in any form;
- **Roller Blades:** The use of roller blades is strictly prohibited within the Cemetery grounds;
- **Skate Boards:** The use of skateboards is strictly prohibited within the Cemetery grounds;
- **Bicycles:** To ensure the safety of our employees and visitors to the Cemetery, bicycles must be operated in a safe manner that respects the needs of families and only on Cemetery roads at a speed less than 10 km/hour. Bicycle racing is strictly prohibited.
- **Loitering:** Loitering, sledding, snowmobiles or all-terrain vehicles are permitted on Cemetery grounds.
- It shall be unlawful for any person to enter upon or trespass within the limits of the cemeteries after sunset or before sunrise.
- **Rubbish:** It is forbidden, under penalty of law, to deposit within the cemetery grounds debris, rubbish or waste material of any nature.
- **Alcoholic Beverage:** No consumption of an alcoholic beverage

### 1.3 Liability for Loss or Damage:

Outdoor Cemetery Conditions: Evergreen Cemetery uses its best efforts to maintain the cemetery in a safe and hazard free manner. There are many natural outdoor conditions to the cemetery that Evergreen has no control. Evergreen is not responsible for any and all personal injuries, including bodily injury, attributed to, but not limited to the following conditions:

- Natural outdoor conditions found in an open grassy area or any surrounding trees planted by the cemetery i.e. exposed roots.
- Ground conditions created by the settling of graves, or general ground maintenance.
- Ground conditions that are created by forms of precipitation common to northeast Ohio, all of which create a variety of conditions on cemetery grounds, requiring visitors to use caution when walking the cemetery grounds.
- Rain and/melting snow may make the cemetery grounds wet and soft making it possible to sink when walking the grounds. The possibility of sinking is increased when stepping on a new grave that is saturated with water.
- Decorations placed on graves by persons visiting the deceased may present a hazard when walking on cemetery grounds. Such decorations may be obscured by snow during the winter months. **Snow will conceal Hazards throughout the cemetery.**
- The Cemetery assumes no liability or responsibility for the loss of, or damage to, any Grave, Lot, Columbarium Niche, Monument, Marker, or article that may be placed on an Interment Right except as noted below.
- 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, 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.
- The Cemetery is not responsible for loss or damage from any causes beyond its reasonable control, whether the damage or loss be direct or collateral.

**1.4 Changes in By-laws:** The Cemetery may, from time to time, change the By-laws in order to best serve the interests of its cemeteries and the Interment Rights Holders. All changes to the By-laws are subject to the approval of the Village of South Amherst Cemetery Board.

**1.5 Right to Re-survey:** The Cemetery expressly reserves the following rights and privileges to be exercised from time to time in accordance with any governing Legislation in effect at the time:

- To resurvey, enlarge, construct a building or structure, alter, and/or diminish all or any portion of the Cemetery;
- To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives;
- To create or remove easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining, or operating utility or communication lines, drains, irrigation systems, or for any other Cemetery purpose provided that no Burials or sale of Interment Rights have taken place in these areas;



- No easement or right of interment is granted to any Interment Rights Holder in any road, drive or walk within the Cemetery, but such road, drive or walk may be used as a means of access to the Cemetery as long as the Cemetery devotes such road, drive or walk to that purpose.

## **2.0 SALE AND TRANSFER OF INTERMENT RIGHTS**

**2.1 Ownership of Interment Rights:** Ownership of all Cemetery lands remains vested with the village at all times. Purchasers of Interment Rights acquire only the right and privilege to direct the Burial of human remains and the installation of Monuments, Markers, and inscriptions, subject to Cemetery By-laws. Until payment is made in full no Burial, Entombment, Monument, Marker, inscription, or memorialization is permitted. An Interment Rights Certificate is issued to the Interment Rights Holder(s) when payment in full is made.

All Interment Rights purchased shall be presumed to be owned by the person named as the Owner on the Certificate of Right of Interment; PROVIDED, however, that a spouse of the Owner shall have a vested Right of Interment of his/her body in an unused place of interment conveyed to the other, which right shall continue as long as he/she shall remain the legal spouse of the Owner or shall be his/her spouse at the time of such Owner's demise. No conveyance or other action, without joinder therein or by written consent attached thereto, shall divest such spouse of his/her vested Right of Interment. A vested Right of Interment as herein provided may be waived and shall be terminated upon disposition elsewhere of the remains of the person entitled thereto. Termination of vested right of interment is subject to the Village of South Amherst Cemetery Board receiving sufficient evidence of such disposition.

The owner of Interment Rights may dispose of same by will or, if the owner dies intestate, the Interment Right will descent to his or her heirs, according to the laws of descent, all subject to approval by the Cemetery Board of Trustees. The Interment Right holder must provide a list and order of descendants and are also responsible for updating the list and order of descendants if there are any changes.

Any person who receives a Cemetery lot by gift, inheritance, or any other means other than the original conveyance shall, within one year after receiving the interest, give written notice of the person's name and address to the board having control of the Cemetery, and shall notify the board of any subsequent changes in the person's name or address.

The terms of sale and any deed for any lots executed in compliance with the notification requirements set forth above shall state that the Village of South Amherst Cemetery Board shall have the right of reentry to the Cemetery lot if the notification requirements are not met. At least ninety days before establishing reentry, the board shall send a notice by certified mail to the last known owner at the owner's last known address to inform the owner that the owner's interest in the lot will cease unless the notification requirements are met. If the owner's address is unknown and cannot reasonably be obtained, it is sufficient to publish the notice once in a newspaper of general circulation in the county. In order to establish reentry, the board shall pass a resolution stating that the conditions of the sale or of the deed have not been fulfilled and that the board reclaims its interest in the lot.

**2.2 Re-sale of Interment Rights:** The Cemetery reserves the sole and exclusive right to sell Interment Rights within its cemeteries. Interment Rights Holder(s) who wish to sell any unused Grave, Lot, Columbarium Niche, or Mausoleum Crypt must transfer their interest to the Cemetery. Under no circumstances may an Interment Rights Holder(s) sub-divide or resell any or all portions of a Grave, Lot, Columbarium Niche, or Mausoleum Crypt privately. They shall be entitled to the amount paid for the Interment Right. The Cemetery is not obligated to repurchase any unused portion of a Lot, Columbarium Niche, or Mausoleum Crypt.

**2.3 Transfer of Interment Rights:** Interment Rights Holder(s) are not permitted to transfer Interment Rights directly to another person unless following the laws of descent. The transfer must be completed using prescribed forms and registered with the Cemetery in order for the transfer to take effect. A fee will be charged by the Cemetery for administration and registration of the transfer of Interment Rights. If the Interment Rights were sold at village resident pricing, and the transfer is to a nonresident, they must pay the difference of the current nonresident price. The Interment Rights Holder(s) may also sell their rights back to the Cemetery for the price paid at the time of purchase.

**2.4 Arrears:** Transfers 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.

**2.5 Perpetual Care Fund (Cemetery Income Fund):** A percent, of the purchase price of all Interment Rights, monument foundations, and opening and closing cost is contributed to a Perpetual Care Fund. The funds will be used for major capital improvements or other outside contracts that are not covered by daily operating funds.

**2.6 Endowment Fund:** Funds in the endowment fund account are monies accepted by agreement, gift, devise, or bequest. The principal may not be used. It is there to generate interest income that may be transferred to the Perpetual Care Fund, for the general care and maintenance of the cemetery lots.

**2.7 Operating Account:** The Operating Account is to be used for day to day operating expenses of the cemetery. This includes wages of the village workers or sexton for the upkeep of the cemetery. Upkeep includes the installation of monument foundations, maintenance of the graves, and upkeep of the cemetery.

## 3.0 BURIALS

### 3.1 Authorization, Information, and Documents Required for a Burial:

- **Permission of Interment Rights Holder:** Interment Rights Holder(s) or their agent must contact the Cemetery office and provide direction and authorization prior to a Burial or Entombment taking place. Should the Interment Rights Holder be the deceased, the direction must be provided by the next of kin, estate executor, or funeral home. Telephone, facsimile or e-mail orders for Burial or Entombment may be accepted from the funeral home making arrangements for the family.
- **Proof of Registration of Death:** A Burial permit issued by the Registrar General or equivalent document showing that the death has been registered must be provided to the Cemetery office on the day of the Burial. A Certificate of Cremation must be submitted to the Cemetery office before a Burial of cremated remains may take place.
- **Information Required:** The Cemetery clerk may request to see a copy of your purchase records or deeds.
- **Payment:** Payment must be made to the Cemetery before a Burial may take place.
- **Authorization of Social Services Agency:** Written instruction from a social services administrator must be submitted to the Cemetery office before a Burial assisted by a Social Services Agency may take place.

**3.2 Notice and Approval Required:** Request for burials shall be made through the Clerk of the Cemetery Board of Trustees and notice shall be given at least 24 business hours of notice for each Burial or cremation. The Clerk will give notice of the day and time approved for the burial.

**3.3 Opening and Closing of Interment Rights:** Graves and Lots shall be opened and closed only by the Cemetery.

- A fee will be charged for the opening and closing of a grave. You may prepay the opening and closing cost with the understanding that any increase in pricing for opening and closing cost will be

paid before a burial may take place. Prepaid opening and the closing cost will be maintained in a segregated fund to be used at the time of burial. Payment plans for prepaid opening and closing cost may be arranged with the cemetery clerk.

- Every effort will be made to complete a Burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the Cemetery's control, a Burial cannot be made at the scheduled time, the Cemetery reserves the right to establish a temporary set up, and the Burial shall be completed as soon as possible at a later time.
- The Cemetery retains the right of passage over every Lot or Grave so that Cemetery operations may be performed effectively.
- The Cemetery retains the right to temporarily relocate a monument or marker so that Cemetery operations involving the opening and closing of a Lot or Grave may be performed.
- The opening of a Lot or Grave for Burial 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 Burial, 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

**3.4 Number of Burials:** A maximum of one casket, two cremated remains, or one casket and one cremated remains are permitted in each Grave. A casket may have an additional human cremation or body interred. There will be a fee for the recording of the second person.

**3.5 Closed Caskets or Containers:** Remains must be delivered to the Cemetery for Burial in a closed casket or container. Under no circumstances may an employee of the Cemetery open or close a casket or container.

In the case of cremated remains, remains must be delivered to the Cemetery for Burial in a closed cremation urn or container, and the cremated remains will be buried in such cremation urn or container.

**3.6 Outer Containers:** Caskets or urns require an outer container of concrete, steel, or other permanent nature be used. An urn should be in a container that is non-degradable, durable, and not penetrated easily.

**3.7 Cremated Remains:** Cremated remains may be added to an existing family grave with written consent from immediate family members.

**3.8 Requirements for Removal of Caskets, Containers or Cremated Remains:** Human remains may be removed from a Lot or Grave with the approval of a medical, health, or government official. The Cemetery office must be notified before a Removal of casketed human remains may take place.

- Removals may also be ordered by certain public officials without the consent of the Interment Rights Holder(s) and/or next of kin(s).
- The Cemetery will not be responsible for damage to any casket or container which occurs during the course of the Removal. A new casket or container may be required to facilitate a removal for which an additional charge will apply.
- The Cemetery will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the Removal. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a Lot or Grave. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the removal.

- Removals will be completed at a day and time designated by the Cemetery.
- The Cemetery may require any casket, outer container, cremation urn or cremation outer container that has been replaced to be removed from the Cemetery for disposal. All costs shall be borne by the party authorizing the Removal. Under no circumstances can a used casket be directed to a crematorium for disposal.
- If Interment Rights are sold back to the Cemetery, any Monuments or Markers are to be removed before the transfer can be completed. The cost for the removal of the memorials and foundations shall be paid by the individual(s) authorizing the transfer.
- The Cemetery reserves the right to disallow any witnessing of the Removal if it feels at its sole discretion that the health or safety of anyone present may be at risk.
- Fees for disinterment will be twice the going rate of an opening and closing if the deceased is being moved from one lot to another in the cemetery.

**3.9 Pets or Other Animals:** Only human remains shall be buried or entombed in the Cemetery. Pet cremation containers left at the memorial site are also prohibited.

## **4.0 MEMORIALIZATION**

### **A) General**

**4.1 Unstable Memorials:** Should any memorial or private mausoleum present a risk to public safety because it has deteriorated to the point of becoming unstable, the Cemetery shall do whatever it deems necessary by way of repairing, resetting, or laying down the memorial or private mausoleum or any other remedy so as to remove the risk.

**4.2 Moving Corner Posts or Number Markers:** Only the Cemetery or person(s) authorized by the Cemetery may move corner posts or number Markers.

### **B) Monument**

**4.3 Approval of Monument Design:** A Monument or other structure shall be erected only after its design, dimensions, plans and specifications relative to the material, construction, proposed location, and all attachments and sculpture are submitted to and approved by the Cemetery. The Cemetery reserves the right to remove any monuments or memorials that have not been approved.

**4.4 Only One Monument to a Lot:** Only one Headstone Monument shall be erected within the Monument Space on any Lot. Additional markers such as veteran memorials or foot markers are permitted.

**4.5 Monument Location:** The Cemetery has the right to place the monument in a manner that follows the other monuments in the same area. The Cemetery does try to place the monument as the family requests.

**4.6 Monument Foundations:** Concrete Monument Foundations are required to maintain the stability of all Monuments and shall be built by the Cemetery in the designated Monument Space at the expense of the purchaser. All footers must be prepaid.

**4.7 Footstone and Cornerstone Locations:** Footstones and cornerstones shall be flush with the ground.

**4.8 Size of Monument:** The overall face area of the monument (including the Monument Die stone, Monument Base, and all parts of the monument therein) shall not exceed 15 percent of the area of the

Lot. The overall width of a Monument, at any point, cannot exceed the overall width of the footer.

**4.9 Monument Bases:** The base of a marker cannot exceed one grave space. The maximum width of a marker cannot exceed 40 (forty) inches for a single grave, 88 (eighty-eight) inches for a double grave, & 136 (one hundred thirty-six) inches for a triple gave.

The Cemetery does not accept any responsibility or liability for the picture, photograph or monument should a picture or photograph become lost, faded, cracked, damaged, or need to be removed.

**4.10 Vertical Joints:** To ensure stability and preservation, a Mausoleum, or Monument shall not have any uncovered vertical joints.

**4.11 Candle Holders and Vases:** A maximum of two outdoor candle holders, solar lights, or vases may be **attached** to the Monument. If a translucent section is necessary, it must be made of an unbreakable material. The candle holders should only be for decoration and not use flammable material.

### C) Delivery of Monuments/Markers

**4.12 Delivery of Markers to the Cemetery:** Markers shall not be delivered for the period November 1 through April 1 as the weather does not permit their installation on the Lot or Grave.

**4.13 Delivery of Monuments to the Cemetery:** No monument shall be delivered to the Cemetery for installation until the Monument Foundation has been constructed and the Interment Rights Holder(s) or marker retailer has been notified by the Cemetery.

## 5.0 CARE AND GROUND'S RULES

### 5.1 General Care of Burial 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 Operating Fund include:

- Re-leveling and sodding or seeding of Lot or Graves
- Maintenance of Cemetery roads, sewers, and water systems
- Maintenance of perimeter walls and fences
- Maintenance of Cemetery landscaping
- Maintenance of columbaria
- Repairs and upkeep of Cemetery maintenance buildings and equipment

Interment Rights Holder(s) understand that material may have to be removed to facilitate a Burial within a Lot or Grave. The Cemetery will make reasonable efforts to preserve and re-install the material but does not assume any responsibility or liability in this regard.

Planting of flowers, trees, shrubs, etc., is not permitted by an individual person. However, a donation of a tree or a plant in memorial must be approved in writing by the Cemetery Board of Trustees and planted by the Cemetery groundskeeper or approved professional landscaper. The cost of a professional landscaper will be at the donor's expense. If there has been an unauthorized planting, the family will be notified in writing and asked to remove the planting within 10 days, or an arranged date with the cemetery board.

**5.2 Grading of Lots 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.

**5.3 Water taps:** Taps are to be closed after each use. Please report any leaks to the Cemetery office.

## **6.0 ARTICLES PLACED ON INTERMENT RIGHTS**

**6.1 General:** The Cemetery is committed to supporting a broad array of religious and ethnic preferences and diligent to create a respectful and dignified resting place for the multi-cultural communities that we serve.

The Cemetery reserves the right to regulate the articles placed on Lot or Graves that pose a threat to the safety of all Interment Rights Holders, visitors to the Cemetery and Cemetery employees, prevent the Cemetery from performing general Cemetery operations or are not in keeping with the dignity and decorum of the Cemetery. Prohibited articles will be removed and disposed of without notification.

To assist Interment Rights Holder, the following is a sample of articles that are prohibited from being placed on Lots or Graves within the Cemetery:

- Articles made of hazardous materials such as glass, ceramics, or corrosive metals;
- Loose stones or sharp objects;
- Trellises or arches;
- Fencing
- Containers are prohibited unless specifically designed and intended for Cemetery use.
- Tripods are not permitted during mowing season. Tripods with wreaths are permitted from November 1st through March 1st.
- Shepard Hooks
- Pet cremation containers
- Hanging baskets
- Solar lights mounted in the ground surrounding the headstone or outlining a grave (see 4.11)
- Statues of any size that cannot be mounted to the footer or headstone
- Beverage containers of any type or tobacco products

**6.2 Decorations:** Decorations may be placed 1 foot directly in front of the monument unless specifically designed to be placed upon the monument. This rule is in effect from March 1st through November 1st. This means that any decorations in the 1-foot area in front of the grave must be removed by November 2<sup>nd</sup>. Please see 6.6 for Memorial Wreaths and see 6.1 for prohibited decorations. If the one-foot area is not maintained by the family and kept free of grass and weeds, all items will be removed. Decorations which have become worn, faded, or destroyed by inclement weather will be disposed of upon the discretion of the groundskeeper or Cemetery Board of Trustees.

**6.3 Candles, Incense or Flammable Articles:** Lighted candles, incense, or other flammable articles are prohibited. The cemetery may remove at its sole discretion, any such article and dispose of it without notification.

**6.4 Fresh Cut or Artificial Flowers:** Fresh cut or artificial flowers or plants must be placed in the designated area or in a non-breakable, non-corrosive flower vase adjacent to the memorial. Fresh cut or artificial flowers and plants that have become unsightly and empty flower vases that cannot be turned down into the ground in a receptacle will be removed and disposed of by the Cemetery without notification.

**6.5 Military Markers:** Military markers provided to the cemetery board by the Veterans Administration are permitted. If the military marker becomes damaged, the cemetery board will work with the Veterans Administration to replace them. They must be maintained in the 1-foot area of the grave.

**6.6 Memorial Wreaths:** Wreaths may be placed in the Cemetery only between November 1st and March 1st of each year. In order to prepare the grounds for spring, wreaths must be removed prior to April 1st. Wreaths not removed by April 1st will be removed and disposed of by the Cemetery without notification.

**6.7 Responsibility for Articles:** Articles placed on Graves, Lots or Columbarium Niches are the sole responsibility of the Interment Rights Holder(s). The Cemetery is not responsible for the loss of or damage to any articles placed within the Cemetery.

## **7.0 C O L U M B A R I U M N I C H E S**

**7.1 Payment:** Payment must be made to the Cemetery before an Entombment may take place.

**7.2 Sealing after Entombment:** Only the Cemetery may open and seal Niches for Entombments. This applies to the inside sealer and the Niche front.

**7.3 Floral Tokens from Funeral Services:** Floral tokens from services may be placed in a designated area and will be removed and disposed at the discretion of the Cemetery. All funeral service flowers will be removed in five days by the groundskeeper. Any other items of endearment left from the funeral service will be held for pick up at the Village of South Amherst town hall for a period of ten days. Items left after ten days will be disposed of.

**7.4 Floral Tokens in Outdoor Niches:** Artificial and fresh cut flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial and fresh cut flowers that have become unsightly will be removed and disposed of without notification.

**7.5 Floral Tokens in Indoor Niches:** Artificial flowers in vases attached to Niches are permitted any time provided that they do not encroach on adjacent Niches. Artificial flowers that have become unsightly will be removed and disposed of without notification.

**7.6 Articles not Permitted:** Pedestals, urns, candles, vesper lights, articles of a heavy or cumbersome character, musical greeting cards, and any articles placed on the floor or ground are deemed to be prohibited articles, and shall not be allowed on or in the general vicinity of the Niche. Prohibited articles will be removed and disposed of without notification.

**7.7 Glass-Fronted Niches:** Glass front Niches may contain only the urn with suitable identification and, space permitting, a personal portrait of the deceased, and a limited number of personal mementos. The Cemetery must approve all items prior to their placement in the Niche and must supervise the insertion and/or removal of items into or out of the Niche. The Cemetery reserves the exclusive right to open and close the Niche, and requires the written permission of the Interment Rights Holder before the placement of articles within the Niche. A suitable charge may apply should the Interment Rights Holder(s) wish to remove or change items or articles within the Niche.

## **8.0 C O N T R A C T O R**

**8.1 Contractor Pre-approval Required Before Working:** The Cemetery will not be held responsible for any contract work that is arranged by the lot holder. If asked, the contractor should be able to provide proper paperwork. It is the responsibility of all Contractors to report to the Cemetery office and provide the necessary approvals before traveling to the Lot or Grave to perform the work.

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

**8.2 Compliance with Legislation:** Any person, firm, or corporation (“Contractors”) performing any work in the Cemetery must comply with all applicable legislation including without limitation; Workers’ Compensation, Occupational Health and Safety and Environmental Protection, and maintain general liability insurance. We reserve the right to ask for written proof of such Coverage.

Should a Contractor not be able to provide a written proof of Coverage within the prescribed time limit, said Contractor shall be prohibited from completing any work within the Cemetery until written proof of Coverage has been provided to the Cemetery.

**8.3 Cemetery By-laws Apply:** All Cemetery By-laws apply to all Contractors and all work carried out by Contractors within the Cemetery grounds.

**8.4 Contractor’s Liability:** Contractors will conduct their operations to prevent damage to any grounds, turf, shrubs, trees, flowerbeds, Monuments, Markers, vases, or any other article or natural feature in the Cemetery. Contractors shall lay planks on the Lots, Graves, and paths over which heavy materials are to be moved, in order to prevent damage. Any damage caused by Contractors shall be rectified by the Cemetery at the expense of the Contractors.

**8.5 Contractor Hours of Work:** Contractors will be permitted to complete their work during the following hours;

8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays.

Contractors are not permitted to work within the Cemetery during evenings, Sundays or statutory holidays.

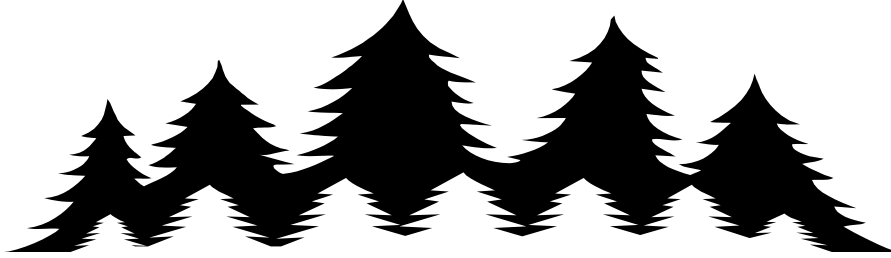
Contractors shall temporarily cease all operations if they are working within 50 feet of a funeral until the conclusion of the service. The Cemetery reserves the right to temporarily cease Contractor operations at their sole discretion if the noise of the work being performed by the Contractor is deemed to be a disturbance to any funeral or public gathering within the Cemetery.

**8.6 Contractor Attire and Conduct:** Contractors performing work within the Cemetery are responsible for their actions, conduct, behavior, and attire.

**8.7 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 or at the end of each workday. All work sites must be secured when left unattended.



**CEMETERY BOARD  
SOUTH AMHERST  
EVERGREEN CEMETERY**



**Pricing**

- Resident Lot----- \$480.00
- Resident Cremation Lot (size 4'X5') \$240.00
- Non-Resident Lot----- \$840.00
- Non-Resident Cremation Lot (size
- 4'X5')----- \$420.00
- Opening & Closing----- \$900.00
- Cremation Burial----- \$330.00
- \*\*\*Any funeral arrivals after 2:00 PM have an additional charge of \$150.00. Any Saturday funerals are an additional charge of \$150.00
- Memorial Brick small 4 x 8 \$ 75.00
- Memorial Brick medium 8 x 8 \$150.00

**Records Charge (Replace lost deeds, transfer deeds and record second remains in a casket)**  
\$ 50.00

**Military Footer----- \$100.00**  
**Gravel bed \$ 50.00**

**ALL OTHER FOOTERS----- \$120.00 plus \$4.00**  
a running inch in length up to and including 20" in width. Twenty-two inches in width will be at \$4.50 a running inch. Twenty four inch in width will be at \$5.00 a running inch. All other footer charges to be determined by the Cemetery Board.

Effective April 10th, 2017

*For Information:*

*Evergreen Cemetery  
201 West Main St*

*Pioneer Cemetery  
S Lake St*

*Cemetery Clerk  
440-986-2202*

*Clerk Treasurer  
440-986-2222*

*Mayor  
440-986-8221*

*Village Website*  
[www.villageofsouthamherst.com](http://www.villageofsouthamherst.com)