

RULES AND REGULATIONS
OF
THE CALVERT CITY CEMETERY
(Revised February 25, 2013)

Section 1. DEFINITIONS

Accessory: Any plant, structure or object installed in the cemetery and intended to remain indefinitely, other than a monument.

Burial: Interment of human remains.

Burial Contract: A written agreement between the City and a person or persons, conveying Burial Rights in a designated plot or plots.

Burial Permit: Written authorization by an Authorized Person to make a burial. The authorization must be written on a form provided by the City.

Burial Representative: The person currently authorized by a Burial Contract to allow burial of a person in a given grave space.

Burial Right: Legal right to use a grave space for burial. *NOTE: Granting of burial right does not convey ownership.*

Casket (coffin): Sturdy container specifically designed to contain and transport human remains.

Cemetery: The Calvert City Cemetery located at 534 South Main Street, Calvert City, Kentucky 42029.

Disinterment: Removal of a casket and its contents from a burial site, after initial interment.

Double Monument: One monument placed across the head of two adjacent graves.

Family Monument: Monument placed on a family plot, inscribed only with the family name(s).

Footstone: Monument placed at the foot of an individual grave.

Foundation: Concrete footing for the support of a monument or accessory.

Grave, Grave Space: A unit of land in the Cemetery designated for an individual burial.

Grave ID number: Reference to the Section, Row and Column identifying an individual grave site.

Mausoleum: Structure for the entombment of multiple human remains.

Monument: Upright monument on which the inscription is made on a headstone, double monument or family monument.

Outer Burial Container: Container for a casket constructed of a material which will not deteriorate for a period of not less than 60 years following interment.

Plot: Two (2) or more adjacent grave spaces under the same ownership.

Sexton: The person delegated by the City Administrator to oversee and manage the maintenance and operation of the Cemetery.

Visitor: Any person who enters the Cemetery for any purpose other than conducting the business of the City.

Section 2. THE CITY'S RIGHTS

1. The City reserves the right to control all activities within the Cemetery grounds including, but not limited to, burials, surveying (platting of grave spaces), landscaping, plantings, and improvements. The City further reserves the right to set standards for any and all of these activities.
2. The City reserves the right to enlarge, reduce, re-plate, and change the boundaries or the grading of the Cemetery. Notwithstanding the forgoing reservation, the City may not re-plate or otherwise change the boundaries of any grave space that previously has been sold, except with the written consent of the authorized Burial Representative of the affected grave spaces.
3. The City reserves the right to modify, re-grade, change the location of, or eliminate roads, drives, and walks, except insofar as same may relocate or otherwise change the location or boundaries of previously sold grave spaces (except with written consent of the authorized Burial Representative of the affected grave spaces).
4. The City reserves the right to permit travel of personnel, machinery, and equipment anywhere within the Cemetery, including over and across grave spaces, whether occupied or vacant, for purposes of management and maintenance of the Cemetery.
5. The City reserves the right to regulate the activities of all visitors including, but not limited to, refusing admission to the Cemetery for such reasons as the City deems proper and appropriate.
6. The City reserves the right to set and modify prices for grave spaces and any services which may be performed by the City from time to time, as it deems appropriate.
7. An authorized Burial Representative may allow private persons to conduct minor landscaping with non-powered hand tools only, and the clearing of trash and debris, from

grave spaces within the control of such Burial Representative. Otherwise, no persons other than employees of the City are allowed to perform any work within the Cemetery without authorization from the City.

8. The City reserves the right to refuse placement of or remove any monument which the City determines to offend the sensibilities of the community, except to the extent allowed by the Constitution of the United States of America and the Commonwealth of Kentucky, and all other applicable laws and regulations.
9. The City reserves the right to refuse placement or move any monument, accessory or any other structure, without prior authorization, as required in the course of Cemetery operations and management.
10. The City reserves the right to lay flat or make stable any monument that it determines, in its sole discretion, is dangerously tilted or otherwise unstable, damaged or dangerous.
11. The City reserves the right to trim or remove any vegetation if it becomes dangerous, diseased, unsightly, when it does not conform to the Cemetery standards, or for any other reason the City deems its removal necessary or advisable.
12. The City reserves the right to remove, trim, prune, replace, graft, or otherwise manipulate in any manner, plants, trees, or any other landscaping within the Cemetery.

Section 3. GENERAL REGULATIONS

1. All visitors and employees shall obey all Rules and Regulations as adopted and amended by the City from time to time.
2. All persons within the grounds shall conduct themselves so as to preserve the sanctity of the Cemetery.
3. No burials or other services are permitted after dark without written permission of the City and subject to such requirements (lighting, management, etc...) as the City may determine reasonably necessary.
4. Temporary decorative objects or floral arrangements may be left at a grave following a burial. The City will remove such objects when, in the City's discretion, such items become weathered or otherwise unsightly.
5. There shall be no burning of candles or any other materials anywhere on cemetery property, except with prior authorization from the City.
6. Visitors and employees must obey the posted speed limits.
7. No unleashed dogs or other domestic animals are allowed in the Cemetery.
8. Littering is prohibited.

9. No music or loud talking is allowed within the Cemetery except as is proper and integral to a burial service or as specifically authorized by the City.
10. Picking of flowers, wild or cultivated, is prohibited.
11. No visitor shall injure, break, or uproot any tree, shrub, or plant except as specifically authorized by these Rules and Regulations.
12. No visitor shall damage or deface any monument, structure, or fence.
13. There shall be no tipping or other gratuities to City employees. **Employees are not permitted to perform any work unless assigned by City management.**
14. Penalties and fines may be imposed for violations of any Local, State, Federal Law or the Rules and Regulations of the City.
15. Visitors are permitted to enter or leave the Cemetery only by the public entrances.
16. Visitors may enter the Cemetery after dark only to visit the grave of a close family member (within three degrees of consanguinity or marital relationship) and in groups of no more than eight persons.
17. All outside vendors and contractors must present a current Certificate of Insurance for General Liability, Worker's Compensation and auto insurance, in addition to a signed Hold Harmless agreement, prior to performing work within the Cemetery.

Section 4. MAINTENANCE OF THE COMMON AREAS AND INFRASTRUCTURE

1. The maintenance of the common areas and infrastructure of the Cemetery is the responsibility of the City and includes mowing in common areas, care and maintenance of roads, buildings and equipment, record keeping, security, and other such activities. The funds that support these activities are provided by grave purchase fees and the general funds of the City. Any temporary displays, decorations or accessories to be placed on common areas by private entities may be placed only with the express consent of the Cemetery Board.

Section 5. GRAVE AND PLOT REGULATIONS

1. Interment Rights

The right to interment in a Grave Space in the Cemetery shall be conveyed by a written Burial Contract and Burial Permit, and shall be subject to these Rules and Regulations, as

amended from time to time. All Burial Contracts shall be executed by the City and the purchaser, in duplicate. One of the original Burial Contracts shall be retained as a permanent record of the City; and one of the original Burial Contract shall be delivered to the purchaser of the interment rights. The purchaser may designate the persons entitled to burial in any affected Grave Space. In the alternative, each purchaser shall designate and authorize a Burial Representative to approve any and all burials within a designated Grave Space. Only one Burial Representative may be appointed to serve at any given point in time. However, purchasers of Burial Contracts are encouraged to authorize a series of successive Burial Representatives so as to provide for orderly use of Burial Spaces. The original purchaser or, in the event of his/her death, the acting Burial Representative may, from time to time, revise the designations of persons entitled to burial or the list of successive Burial Representatives by amending the designation of such persons on the Burial Contract, in writing, with the written consent of the City. It shall be the responsibility of the purchaser of a Burial Contract and the named Burial Representatives to provide contact information for use by the City in obtaining approval for Burial Permits in affected Grave Spaces. Should the City be unable to contact the first designated Burial Representative within 24 hours after receiving a request for a Burial Permit (reasonably utilizing the contact information provided by the purchaser and/or Burial Representatives), the City may attempt to contact the designated successor Burial Representatives, in succession, for burial approval. In the event no burial approval can be reasonably obtained from an authorized Burial Representative within 96 hours after receiving a request for a Burial Permit, such Permit will not be issued and the requested burial will not be allowed.

2. Transfer of Interment Rights

Interment rights in any Grave Space may be effectively transferred and conveyed by the original purchaser's execution of an Assignment of the original Burial Contract on a form provided by the Sexton. Following the death of the original purchaser, the Burial Contract may be assigned by the execution of an Assignment by the current Burial Representative or the person designated for burial in the subject lot by the original Burial Contract, as applicable.

3. Burial Authorization

To authorize a burial, a Burial Permit is required. A Burial Permit must be signed by an authorized Burial Representative and the City in order to be effective. Once a Burial Permit has been executed in accordance with these Rules and Regulations, the City shall not have any liability to any other interested parties for allowing the burial so authorized.

4. Expiration of Interment Rights

In the event the City becomes unable to contact any of the designated Burial Representatives with reference to any Burial Contract for a period of 6 months, after reasonable efforts utilizing the contact information provided by the purchaser and/or the designated Burial Representatives, all interment and other rights conveyed by such Burial Contract shall expire and the City may re-convey such rights to a third party, in the absolute discretion of the City.

5. Interment Rights Conveyed Prior To September, 2010

The current and/or intended ownership of interment rights in the cemetery, acquired prior to September of 2010, is uncertain in many cases. The records of the prior owners of the cemetery now in the possession of the City are incomplete and indefinite. Accordingly, the City shall make reasonable efforts to confirm such intended rights and seek formal Burial Contracts with those who are the intended owners of those rights, as confirmed by a preponderance of the available and credible evidence. The City will seek the assistance and cooperation of the citizens of the City and surrounding community in its efforts to confirm the intended and purchased ownership of the Grave Spaces in question.

However, in the event that the City cannot confirm intended and purchased ownership of such questionable Grave Spaces after making reasonable efforts to do so, such Grave Spaces shall be declared abandoned and may be sold by the City. The City shall make all reasonable efforts to accommodate and supply replacement Grave Spaces for any persons later asserting ownership of such abandoned Grave Spaces and proving such ownership by a preponderance of the available and credible evidence.

Section 6. BURIAL REGULATIONS AND DISCLAIMERS

1. All burials or disinterments must be made in accordance with all applicable laws and regulations.
2. The City shall not be liable for any error in the identity of the person to be buried.
3. The City shall not be liable for any mistake caused by incorrect information provided to the City by the purchaser of a Grave Space or a Burial Representative.
4. The City will not recognize any person's objection to a burial if a Burial Permit has been issued and signed in accordance with these Rules and Regulations.
5. Upon entering the Cemetery, all funerals and related activities are subject to the direction of an authorized representative of the City.
6. All funerals must be accompanied by a Funeral Director licensed in the Commonwealth of Kentucky. Once a casket containing a body is within the confines of the Cemetery, no Funeral Director, or his assistant, employee, or agent, is permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased, or an order from a court of competent jurisdiction.
7. The City will identify and delineate the Grave Space affected by a signed and issued Burial Permit. No excavation or other activities in anticipation of burial may be commenced until the Grave Space has been delineated by the City.

8. The City may, in its discretion, oversee, direct and/or conduct all activities related to burials including, but not limited to, excavation, placement of soil at the grave, placement and lowering of the casket, and refilling the grave.
9. In opening a grave, the City may authorize temporary movement of monuments, disturbance of plantings, or placement of soil on adjoining graves. If this is necessary, the City will require replacement of monuments, removal of soil, and repair of damage to plantings.
10. The City may limit the size of a casket to fit the Burial Space available.
11. All caskets must be constructed of material of sufficient strength to support a body and must be specifically designed by the manufacturer for the burial of human remains.
12. The City assumes no responsibility or liability for damage to any body, casket, or outer burial receptacle in making a burial or disinterment.
13. All Caskets shall be placed and sealed in an Outer Burial Container prior to burial.
14. Only one body may be buried in a single Grave Space.
15. Cremated remains may be buried in Grave Spaces (without regard to whether a body is buried in the same Grave Space) at the discretion of the Sexton or the Board. Such burials shall be conducted in coordination and cooperation with the Sexton and subject to the supervision of the Sexton or his/her designee.
16. The City is not responsible for any delay in burial caused by or associated with a violation of these Rules and Regulations by any party other than the City, a protest of the right to burial, weather conditions, acts of organized labor, or any other reason which in the judgment of the City reasonably requires the delay. The City may direct that the body be returned to the funeral home if the burial cannot be completed by the end of a working day.
17. Burials must be scheduled with the Sexton not less than 48 hours prior to the expected time of burial. All scheduling of burial and grave-side services are subject to the discretion of the Sexton. The Sexton shall make reasonable efforts to schedule only one burial at a time.
18. Burials shall be scheduled and conducted during daylight hours only.

Section 7. MONUMENTS AND FOUNDATIONS

1. General

- a. Any agreement regarding any aspect of manufacturing and setting of a monument is between the parties to the agreement, only. *NOTE: Monument dealers are not agents of the City.*
- b. Within one year from the date of burial in any Grave Space, such Grave Space shall be marked with a monument indicating at least the name of the person interred in the subject grave. Upon issuance of the Burial Permit for any Grave Space upon which there is no existing headstone, there shall be deposited with the City Clerk/Treasurer the sum of \$100.00 to assure proper placement of the required headstone. The City Clerk/Treasurer shall hold the deposit in an appropriate bank account pending placement of the headstone upon the subject Grave Space. When the headstone has been placed in accordance with these regulations and approved by the Sexton, the Sexton shall notify the City Clerk/Treasurer who shall then refund the security deposit. In the event that a headstone is not placed within the time required by these regulations, the security deposit shall be deemed forfeited to the City.
- c. A concrete foundation shall be installed at the head of the Grave Site (as designated by the Sexton) by the Monument dealer or other authorized person prior to the setting of any monument or accessory.
- d. Prior to the installation of a foundation, the person(s) intending to make the installation shall contact the Sexton for purposes of locating the foundation and confirming the City’s required specifications. All such person(s) shall execute a **warranty/performance bond** to the City, guarantying the stability and viability of the foundation (including the propriety and viability of the underlying earth) and obligating the installer to repair any defects in the foundation and/or its installation.
- e. **Each person intending to install a foundation shall sign an agreement, on a form to be provided by the Sexton, setting out the specifications and regulations governing the installation and describing the monument to be installed at such location.**
- f. All monuments shall be set on a poured-concrete foundation constructed of unreinforced 3000 psi concrete.
- g. All foundations shall be constructed to be below grade and no part of the foundation shall be visible once the monument has been set and the area restored.
- h. Foundations shall extend 3 inches from the outer edge of the monument on all sides.
- i. Foundation depths shall be as follows:

<u>Monument Height</u>	<u>Foundation Depth</u>
0 to 12”	18”
13” to 48”	24”
>48”	36”

- j. All excavated material shall be removed and disposed of onsite at a location specified by the cemetery Sexton.
- k. The Sexton shall approve the location and configuration of the monument prior to initiating construction.
- l. All accessories shall be located on the primary monument, other than a foot stone (if desired) which shall be installed with a foundation at the same time and in the same

manner as the foundation for the monument so that the top of the stone is flat, level, and does not extend above grade.

- m. If a monument becomes dangerously tilted, cracked, or otherwise dangerous as determined in the sole discretion of the City or the Sexton, the Sexton shall make reasonable efforts to notify the Burial Representative or other close family members of the deceased, within a reasonable time in light of the relevant circumstances. It shall be the responsibility of the Burial Representative to remedy the danger posed by the monument. In the absence of remedy by the Burial Representative, the monument may be laid flat on the grave by the City. In the alternative, the City may repair the monument and recover the cost of such repair by terminating any Burial Contracts purchased by the same purchaser and re-selling same, in the City's discretion. Such termination shall be noted in the permanent records of the City and all authorized Burial Representatives shall be notified by regular mail.
- n. No monument, accessory, or foundation may be removed from the Cemetery by anyone other than City employees without the prior written authorization of the City and an authorized Burial Representative of the particular grave (if the City can contact such person within 96 hours of beginning reasonable efforts to do so).

2. Monument Restrictions

- a. The City may remove or prohibit the placement of any monument which it determines, in its sole and absolute discretion, to depict vulgarity, exhibit offensive language, or otherwise offend the sensibilities of the Calvert City community in general.
- b. All bottoms of bases, dies and footstones must be finished level, so that the monument will stand plumb.
- c. All monuments must be placed on a foundation.
- d. No more than one monument on any individual grave.
- e. No ledgers are allowed in the Cemetery.
- f. No statuary other than that located on a primary monument.

3. Dimension Limitations

- a. The width of a foundation shall be limited only by the width of the affected lot or lots and the width of the monument constructed upon such foundation shall otherwise comply with these regulations.
- b. No monument shall exceed 14" in depth (front to back).
- c. The overall size and weight of a monument shall be limited only by the engineering integrity of the foundation, as determined by the City's engineer at the request of the Sexton when review is deemed necessary or advisable by the Sexton.

4. Mausoleum

- a. When a burial is made in a mausoleum, the casket must be enclosed in a metal-lined outer box, and hermetically sealed. The crypt face is then sealed in place.
- b. Mausoleums may only be placed in areas designated by the City.

5. Monument Setting and Inscription Hours

Monday - Friday:
8:30 a.m. - 3:30 p.m.

Section 8. MODIFICATIONS AND AMENDMENTS

1. The City reserves the right to make exceptions, suspensions, or modifications to any of these Rules and Regulations without notice when, in its sole judgment, it appears advisable. The temporary exception, suspension, or modification of these Rules and Regulations shall in no way be construed as affecting their general application. The City has the right from time to time, with or without notice to purchasers or other persons, to adopt new Rules and Regulations or to amend, alter, or repeal them at any time. A copy of the current Rules and Regulations and any amendments thereto is kept as a permanent record in City Hall.

Section 9. GENERAL LIABILITY DISCLAIMER

1. The Cemetery is not responsible for damage or loss to any personal property within the Cemetery.
2. The doctrine of sovereign immunity protects the City from many sources and aspects of liability relative to the ownership and management of the Cemetery. The City will utilize the doctrine of sovereign immunity to the greatest extent allowed by law in order to protect public funds and the interests of its citizens.
3. Cemetery maps depict the relative position of one grave to another and may not represent precise survey measurements.