

Pinckney Village Cemetery Rules & Regulations

1. Interments:

- a. No interment or dis-interment shall be made upon any lot except by permission of the Village Clerk or Cemetery Sexton.
- b. Interments or dis-interments shall be made by the Cemetery Sexton or by his designated agent.
- c. Only one (1) interment will be permitted in a grave, except:
 - (1) Two (2) infant interments in one (1) grave site.
 - (2) Cremated remains will be permitted to be interred in the same grave as an adult is buried. However, only one cremated remains will be permitted per occupied grave. Furthermore, only two (2) cremains on a regular adult lot, with no other burials, is permitted.
- d. In order to properly maintain the cemetery grounds, the minimum interments receptacle required will be a cement rough box. Wood rough boxes will not be allowed for any burial.
- e. Human remains only. No pets.
- f. A minimum of 48 hours advance notice shall be given of any funeral to allow for the opening of the burial spaces.
- g. All burials shall be within a standard concrete vault installed or constructed within each burial space before interment.
- h. The appropriate Burial Rights Agreement/Deed for the burial space involved and the appropriate identification of the person to be buried shall be presented to either the Cemetery Sexton or the Village Clerk prior to interment. When such documentation is not presented, the Cemetery Sexton shall take whatever means are reasonably available to ensure that the person to be buried in the burial space possess the appropriate burial rights before any interment is commenced.

2. Decoration of Lots:

- a. Lot decorations shall be deemed to include all structures, ornaments, plantings or other embellishments, with exception of monuments and markers. **The Village of Pinckney enforces certain rules regarding the decoration of cemetery lots.**
- b. The following rules shall be observed with regard to the decoration of cemetery lots.
 - (1) Copings, fences, curbs, benches, steps, stones, structures of wood or other perishable materials are prohibited. However, landscape edging is encouraged for use within twelve (12) inches from the front of the monument or marker. These structures or enclosures established on any lot previous to the adoption of these regulations which have, in the judgment of the Cemetery Sexton, become unsightly by reason of neglect or age, shall be removed.

- (2) No elevated mounds shall be built and no lot shall be filled above the grade established by the Cemetery Sexton.
- (3) Plantings of flowers are permitted within twelve (12) inches from the front of the monument or marker and receptacles for cut flowers will be permitted only if installed in-line, meaning North and/or South of the monument or marker, with the markers or monuments on the gravesite. The use of glass jars or bottles as receptacles for cut flowers is strictly prohibited.
- (4) Artificial flowers made from silk or similar materials will be permitted only as long as properly maintained and confined to receptacles intended for cut flowers. Such flowers shall be removed without prior notice by the designated Sexton when they become unsightly by reason of neglect or age.
- (5) Winter decorations will be allowed on graves from November 15th until March 15th.
- (6) Arches for hanging baskets and urns shall be permitted only if properly installed and maintained, and only if installed in-line with markers or monuments as approved by the Cemetery Sexton.
- (7) The Cemetery Sexton will remove all flowers, trees, and shrubs which have become unsightly, dangerous or are encroaching onto another gravesite.
- (8) One (1) flag holder will be allowed for each veteran's grave.
- (9) No deciduous tree or conifer shall be removed or pruned except under the direction and with the consent of the Sexton.
- (10) Planting of trees and shrubs is not allowed. Existing trees and shrubs will be removed, without notice, if in the judgment of the Sexton they constitute a danger or they are encroaching on another's burial plot.

3. Location of Markers on a Lot:

- a. Monuments or markers shall be placed on the lot as directed by the Sexton.
- b. No monument or marker shall be placed nearer than four (4) inches to a lot line.
- c. No more than one monument or marker shall be placed at any one grave with the exception of a large family monument on a family lot of at least eight (8) graves.
- d. No monument or marker shall embrace two (2) or more graves, except on a two (2) or three (3) grave lot and then a double or triple grave marker is permitted.
- e. When cremains are buried, at a later date, on a lot with a regular burial, the marker must be approved by the Sexton for size and location.

4. Installation of Monuments and Markers:

- a. No monument or marker shall be set unless the proper foundation is installed by the Cemetery Sexton and the marker has his approval.
 - (1) Monuments and markers shall be on a foundation of a depth, size and material deemed adequate by the Cemetery Sexton.
 - (2) All foundations shall be installed by the Cemetery Sexton or by his designated agent.
 - (3) The foundation will be from three (3) to four (4) inches larger than the monument or marker.
- b. Those persons engaged in placing monuments and markers shall provide planking adequate to protect turf and shall remove materials and equipment immediately upon completion of their work. Markers and monuments will not be permitted to be delivered to lots until a proper order for a foundation installation has been placed with the Cemetery Sexton.
- c. No private mausoleums or exposed vaults shall be allowed in any Village owned cemeteries.

5. Damage and Vandalism:

- a. The Village of Pinckney shall not be held responsible or liable for any vandalism or damage including but limited to markers, monuments and plantings in the Pinckney Cemetery.
- b. Neither the purchase price nor the Burial Rights' Agreement/Deed contemplates the repair or replacement of any monument or market in the cemetery or the repair of damages caused by the elements. Maintenance and repair costs are to be borne by the owners of the lots.
- c. At any time when a monument becomes unsafe in the opinion of the Cemetery Sexton, a notice will be mailed to the last known or recorded address of the owner, and the structure removed and charged to the owner.

6. Sale or Transfer of Burial Spaces:

- a. All burial right agreements for grave sites shall be executed on behalf of the Village by the Village Clerk. Any person desiring to purchase a burial space in any Village cemetery shall make application and pay the required amount for the grave site selected to the Village. Upon the purchase of any burial space, the Village Clerk shall prepare and deliver to the purchaser, a duly executed burial right agreement for such burial space. The issuance of a burial right agreement shall not constitute a right in land, but rather a right to burial of human remains only within the Village cemetery subject to the rules and regulations of the Village and the laws of the state.
- b. The Village Council shall determine the burial space purchase price and transfer fees by resolution and shall set such fees for cemetery services.

The required charges shall be paid to the Village Treasurer and shall be deposited in the cemetery fund.

- d. No transfer of the burial rights other than by inheritance shall be recognized. Any person owning any burial space who has not used a portion of such burial space and wishes to relinquish his ownership, may convey the same to the Village, and will be paid seventy-five dollars (\$75.00) for the unused grave site of such burial space at the time of the reconveyance. If any person wishing to relinquish rights for any burial space is not the original purchaser of such space, then that person must provide written proof of ownership of burial rights by inheritance prior to any reconveyance under this Section. Private sale of burial rights shall be allowed if registered with the Village Clerk's Office and payment of a ten dollar (\$10.00) fee.

- d. The rights to use burial spaces sold, after the effective date of this document, that remain vacant for a period of 50 years from the date of sale shall automatically and unequivocally revert to the Village of Pinckney upon the completion of the following notification:

(1) Notice shall be sent by the Village Clerk by registered first class mail to the last owner of record of burial rights informing of the expiration of the 50-year period and that all rights with respect to a space will be vacated and fully forfeited, if the owner of the rights does not affirmatively respond in writing to the Village Clerk of a desire to retain the burial rights within 60 days from the date of the mailing.

(2) Should the Village Clerk not receive a written response to the notice from the last owner of record of the burial rights or from an appropriate heir or legal representation within the 60 day period, all rights shall be considered forfeited to the Village.

7. Corrections of Errors

- a. The Cemetery reserves, and shall have, the right to correct errors that may be made by it either in making interments, disinterment's or removals, or in the description, transfer or conveyance of any interment right, either by cancelling such conveyance and substituting another interment license in lieu thereof of equal value and similar location as far as possible or as may be selected by the Cemetery, or, in the sole discretion of the Cemetery by refunding the amount of money paid on account of said purchases.
- b. In the event such an error shall involve the misplacement by interment of the remains of any person, the Cemetery, upon written notification of the next of kin, shall have the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Moving of remains shall

occur only after the obtaining of any necessary permits or authorizations as may be required by state law.

8. Owner's Burial Rights

- a. The owner of any burial space in any village cemetery shall have the right of burial of the dead only and shall allow no internments for remuneration. A grave site shall be used for a single adult internment only, however, it may be used for two infant internments, provided that space necessary for the internment does not occupy any other grave site. Additional cremain burials may be interred in any occupied grave site up on filing a request with the Cemetery Sexton, and upon his or her approval of the same. Up to a maximum of two cremain burials per grave, or one cremain and one traditional burial per grave site.
- b. No burial shall take place unless lot purchase price has been paid in full.
- c. The use of any site shall be subject to the rules and regulations and the applicable fees governing the installation of markers and monuments for any village cemetery.

9. Funeral Procedures

- a. Funerals and internments within the cemetery grounds shall be under the direction of the Cemetery Sexton or his/her designated agent.
- b. Notice of a funeral, with the exact location of the grave, must be given to the Cemetery Sexton at least 48 regular working hours in advance of the burial.
- c. Strangers are not allowed to approach the grave at a funeral without permission.
- d. Under no condition will the village assume responsibility for error in opening graves when orders are given by telephone. Orders from undertakers will be construed as orders from the owner.