



**RULES AND REGULATIONS FOR THE OPERATION OF  
LAKEVIEW CEMETERY**

**TOWN OF WINDSOR, COLORADO**

**March 2021**

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## **1.0 INTRODUCTION**

These rules and regulations are adopted as the RULES AND REGULATIONS FOR THE OPERATION OF THE TOWN OF WINDSOR MUNICIPAL CEMETERIES and are for the mutual protection of all right of interment owners and the Town of Windsor, and are intended to provide the Cemeteries with a uniform and permanent beauty.

All right of interment owners, visitors, cemetery employees, persons working directly or indirectly for right of interment owners and all rights of interment spaces sold shall be subject to these Rules and Regulations, and subject further to such other rules and regulations, amendments or alterations as shall be adopted by the Town of Windsor from time to time. Reference to these Rules and Regulations in the Town's sales transaction form or any other document shall have the same force and effect as if set forth in full therein.

Requests or complaints should be directed to the Town Clerks office, which is located at 301 Walnut Street or [townclerksoffice@windsor.com](mailto:townclerksoffice@windsor.com) or 970-674-2400.

All requests and complaints will be attended to in a prompt manner.

The Town of Windsor cordially welcomes the public to the Lakeview Cemetery and reminds all visitors that damaging cemetery property is punishable by law.

## **2.0 DEFINITIONS**

**Burial Receptacle** – Container designed to enclose a casket or cremains for burial purposes.

**Burial Space** – A single space within a platted lot designed for the interment of a human body.

**Cemetery** – A burial park for earth burial, crypt entombment, and niche inurnment owned by the Town of Windsor, Colorado, including:

- a) All land dedicated, reserved or used for interment purposes;
- b) All vegetation therein;
- c) All graves, crypts, niches, or other interment spaces therein;
- d) All works of art therein;
- e) All roads, walkways, and other structures of every kind therein;
- f) All equipment and facilities incident to the operation of Cemeteries;

**Columbarium** – An arrangement of niches that may be attached to a building or be standing by themselves used for the inurnment of cremated remains.

**Cremated Remains** – The remains after the cremation process is completed.

**Crypt** - A space in a mausoleum used or intended to be used for the entombment of

human remains.

**Disentombment** – The removal of the entombed remains of a deceased person, the casket, if any, and the burial receptacle from the crypt.

**Disinterment** – The removal of the interred remains of a deceased person, the casket, if any, and the burial receptacle from the ground.

**Entombment** – The interment of the remains of a deceased person in a mausoleum.

**Foundation** – The base or foundation upon which a memorial is installed.

**Grave** – A space of land in a Cemetery used or intended to be used for the burial of human remains.

**Interment** – The (a) burial, or (b) entombment of human remains, or (c) the inurnment of cremated human remains.

**Inurnment** – The placement of cremated human remains in a container and placement of such container in a niche or grave.

**Lot** – A platted lot within a Cemetery consisting of one or more burial spaces.

**Memorial** – A monument, grave marker or headstone identifying a grave or graves. Also an inscription identifying a crypt or niche.

**Memorial Park** – Same as cemetery.

**Monument** – Same as memorial.

**Owner** – The person or persons:

- a) To whom the Cemetery has conveyed a right or rights of interment.
- b) Who have acquired such right or rights by transfer in accordance with these rules and regulations.
- c) Who hold such right or rights by inheritance.

**Perpetual Care** – The general maintenance of lots and burial spaces, as well as the ground, walks, roadways, boundaries and structures within the Cemetery, to the end that said areas shall remain and be reasonably cared for as Cemetery grounds forever; including but not limited to cutting and watering the grass upon the same at reasonable intervals, raking and cleaning the same, the general care and pruning of trees and shrubs that may be placed on the same by the Town of Windsor, and filling in sunken burial spaces. Such care is, of course, subject to weather conditions and other factors beyond the control of the Town of Windsor.

The term “Perpetual Care” shall in no way be construed as meaning the maintenance, repair, or replacement of any memorial, monument or monolith placed or erected on lots or burial spaces; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work; nor the repair or reconstruction of

any marble, granite, bronze or concrete work on any section, lot or any portion or portions thereof damaged by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, insurrections, riots, or by order of any military or civil authority, invasions or causes beyond the reasonable control of the Town of Windsor, whether the damage be direct or collateral.

**Town** – The Town of Windsor, Colorado.

**Town Board** – The Board of the Town of Windsor, Colorado.

**Urn** – A container for cremated remains.

**Vault** – container designed to enclose a casket or cremains for burial purposes. (Same as Burial Receptacle).

### **3.0 OWNERSHIP AND MANAGEMENT – GENERAL SUPERVISION OF THE CEMETERY**

#### **3.1 OWNED BY THE TOWN OF WINDSOR**

Lakeview Cemetery is owned and managed by the Town of Windsor, Colorado.

#### **3.2 CONTROL BY TOWN BOARD**

The Town Board has the right of general control of Lakeview Cemetery in all matters, whether or not they are specifically covered by these Rules and Regulations.

#### **3.3 MANAGED BY CEMETERY TECHNICIAN**

The operation of Lakeview Cemetery shall be under the direction of the Cemetery Technician, who in turn shall be responsible to the Director of Parks, Recreation and Culture or other Town Manager Designee for direct and complete supervision of the cemetery in all matters.

#### **3.4 CEMETERY TECHNICIAN TO ENFORCE RULES**

The Cemetery Technician is hereby expressly empowered to enforce these Rules and Regulations, and to exclude from the cemetery any person violating the same. If any funeral director or other individual involved in the funeral or cemetery business is found by the Cemetery Technician to have violated these Rules and Regulations, such individual may be excluded from the cemetery, effective upon mailing of a notice of the violation to them. Such individual shall only be readmitted by the Cemetery Technician upon proof that the violation did not occur, has been cured or other appropriate assurances are received. The Cemetery Technician shall have complete charge of the cemetery grounds and buildings, and, at all times, shall have supervision of all persons within the cemetery, including but not limited to the conduct of funeral processions (upon reaching the cemetery), traffic, employees, owners and visitors.

### **3.5 OFFICE FOR OFFICIAL BUSINESS OF CEMETERY**

Applications for the purchase, transfer, assignment or repurchase of cemetery lots; interment and disinterment orders; foundation and monument applications; perpetual or annual care or special permits of any kind must be made through Town Hall. All fees, payments or charges for any right of interment or service shall be paid to the Town at the front desk of the Town Hall located at 301 Walnut Street, in Windsor, Colorado. No payments are to be given to the Cemetery Technician.

### **3.6 ADMISSION TO THE CEMETERY**

Entrance into the cemetery shall be through the main entrances off of State Highways 392 and 257. The Cemetery Technician may post and restrict access other than the main entrances.

### **3.7 TOWN NOT RESPONSIBLE FOR DAMAGE**

The Town shall take reasonable precautions to protect owners and lots from loss or damage. However, the Town disclaims any responsibility for loss or damage from causes beyond its reasonable control.

### **3.8 LIABILITY FOR DAMAGE**

Any person damaging, or causing to be damaged, any cemetery property, whether owned by the Town or an individual, will be held liable to repair said damaged property or to replace the property damaged to its former state without delay, and in a manner satisfactory to the Cemetery Technician.

### **3.9 TOWN SHALL NOT DISCRIMINATE**

All decisions made by the Town and its employees in connection with the operation of the cemetery shall be made without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

### **3.10 PERPETUAL CARE**

The general maintenance of lots and burial spaces, as well as the ground, walks, roadways, boundaries and structures within the cemetery, to the end that said areas shall remain and be reasonably cared for as cemetery grounds forever; including but not limited to cutting and watering the grass upon the same at reasonable intervals, raking and cleaning the same, the general care and pruning of trees and shrubs that may be placed on the same by the Town of Windsor, and filling in sunken burial spaces. Such care is, or course, subject to weather conditions and other factors beyond the control of the Town of Windsor.

The term "Perpetual Care" shall in no way be construed as meaning the maintenance, repair, or replacement of any memorial, monument or monolith placed or erected on lots or burial spaces; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work; nor the repair or reconstruction of any marble, granite, bronze or concrete work on any section,

lot or any portion or portions thereof damaged by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, insurrections, riots, or by order of any military or civil authority, invasions or causes beyond the reasonable control of the Town of Windsor, whether the damage be direct or collateral.

#### **4.0 CONTROL OF WORK BY TOWN**

##### **4.1 WORK TO BE DONE BY TOWN OF WINDSOR**

Except as otherwise provided herein, all grading, landscape work and improvements of any kind, and all care of lots shall be done; and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed; and all opening or closing of graves and all interments, entombments, inurnments, disinterment's or removals shall be made by the Town of Windsor.

##### **4.2 TOWN MUST DIRECT AND MAY REMOVE IMPROVEMENTS**

All improvements or alterations of property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Cemetery Technician, and should such changes be made without his/her written consent, or, in the event that any time, in his/her judgment, they become unsightly to the eye, he/she shall have the right to remove, alter or change such improvements or alterations at the expense of the owner.

#### **5.0 ROADWAYS AND REPLATting**

##### **5.1 RIGHT TO REPLAT, REGRADE AND USE PROPERTY**

The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives, and/or walks, or any part thereof, is hereby expressly reserved by the Town. The right to lay, maintain and operate or alter or change pipelines and/or gutters for sprinkler systems, drainage lakes, etc. is also expressly reserved by the Town. The right to use cemetery property not sold to owners, for cemetery purposes, including the interring and preparing for interment of human bodies, or for anything necessary, incidental or convenient thereto is likewise reserved to the Town. The Town and its assignees shall have a perpetual right to ingress and egress over lots for the purpose of passage to and from other lots.

##### **5.2 NO RIGHT GRANTED IN ROADWAYS**

No easement or right of interment is granted to any owner in any road, drive or walk within the cemetery, but such roads, drives, or walks may be used as a means of access to or within the cemetery.

##### **5.3 RIGHT TO CLOSE ROADWAYS**

The Cemetery Technician shall have the right, at any time, to close any road, drive

or walk within the cemetery.

## **6.0 CONDUCT WITHIN THE CEMETERY**

### **6.1 TRAVERSING CEMETERY PROPERTY**

Persons within a cemetery shall use only the roads, drives or walks as thoroughfares. Any person using any portion of a cemetery other than the roads, drives or walks as a thoroughfare may be contacted by the Cemetery Technician and may be excluded from the cemetery.

### **6.2 CHILDREN**

Children under twelve years of age shall be accompanied and supervised by an adult when visiting the cemetery.

### **6.3 PROHIBITED ACTIVITIES**

**6.3.1** The scattering of cremated remains is not allowed in the cemetery.

**6.3.2** All persons are prohibited from gathering flowers, either wild or cultivated, breaking trees, shrubs or plants or feeding or disturbing fish or birds or other animal life within the cemetery.

**6.3.3** Peddling or soliciting the sale of flowers or plants or any other goods or commodities is prohibited in the cemetery.

**6.3.4** No signs, notices or advertisements, other than those created by the Town related to cemetery business, shall be permitted within the cemetery grounds.

**6.3.5** Only service animals shall be allowed in the cemetery

### **6.4 RUBBISH**

All rubbish shall be placed in designated receptacles.

### **6.5 MOTOR VEHICLE SPEED LIMIT**

Motor vehicles shall not be driven in the cemetery at a speed greater than ten (10) miles per hour.

### **6.6 TRUCKS AND HEAVY HAULING**

Heavy hauling, trucks or commercial vehicles of any kind are not permitted within the cemetery grounds unless they have a business purpose for being in the cemetery, and then only by advance permission of the Cemetery Technician

### **6.7 CEMETERY HOURS**

The cemetery grounds will be open to the public from dawn to dusk.



## **6.8 PERSONAL BEHAVIOR**

All persons in the cemetery shall conduct themselves with a level of decorum appropriate to the solemnity of the purposes and uses of the cemetery and with respect for other persons and for property within the cemetery.

## **6.9 CASKET NOT TO BE DISTURBED**

Once a casket or other burial receptacle containing a body is in the confines of the cemetery, no funeral director or his embalmer, assistant, employee, agent, cemetery official or employee, or any other person shall be permitted to open a casket or touch the body without the written consent of the legal representatives of the deceased or a court order. A cemetery official must be present and witness the opening.

## **7.0 INTERMENTS**

### **7.1 SUBJECT TO LAWS AND ORDERS**

In addition to the Rules and Regulations, all interments shall be subject to the orders and laws of the Town of Windsor, Weld County and the State of Colorado.

### **7.2 DISPOSITION – REMOVAL PERMIT REQUIRED**

A disposition permit issued by the State of Colorado or, if the death occurred outside Colorado, a similar permit issued by the state in which the death occurred, is required prior to any interment. Such permit must be provided to the Town.

### **7.3 MANNER AND CHARGES**

All interments must follow the policies and procedures as outlined and be made in the manner set by the Cemetery Technician AND, only after payment of applicable charges to Town Hall. Town staff shall NOT perform any of the following tasks.

- Assisting in moving of casket or acting as a pallbearer.
- Any work requiring staff to be in the grave once the vault has been placed.
- Any open casket operations.
- Transporting vault lids, monuments or loaning of Town equipment for same.
- Lowering, transporting vaults or loaning of equipment for same.
- Receiving any payment for services or materials-all payments must be made at Town Hall.

### **7.4 NOTICE OF INTERMENT REQUIRED**

The request for interment service requires (2) business days' notice excepting Town recognized holidays. All requests are made through Town Hall.

### **7.5 EMERGENCY INTERMENTS**

Arrangements for emergency interments must be made through Town Hall upon proof of emergency.

## **7.6 TIME AND SCHEDULING**

**7.6.1** All interments must be scheduled through Town Hall. Interments can be scheduled Monday through Friday, 9:00 a.m. to 2:00 p.m. Saturday interments may be scheduled between 9:00 a.m. – 2:00 p.m. An after-hours fee will apply to all Saturday interments and is subject to the availability of the Cemetery Technician or appointee. No interment or funeral services will be allowed on Sundays or on any holiday observed by the Town of Windsor.

**7.6.2** The Town of Windsor shall approve the time for the arrival of funeral processions at the cemetery. At least one hour shall be allowed between the times of arrival of funeral processions to be held on the same day. When two funeral processions arrive at the same time, the funeral procession arriving first shall have precedence in entering the cemetery and the other procession shall proceed in accordance with the instructions of the Cemetery Technician or his representative. No funeral procession will be permitted in the cemetery after 4:00 p.m.

## **7.7 INTERMENTS INVOLVING VIRULENT CONTAGIOUS DISEASES**

Advance notice must be given to Town Hall of the intention to inter the remains of any person who dies of a virulent contagious disease so that a proper time may be appointed for the interment and proper arrangements made for the protection of the public and the cemetery employees.

## **7.8 DISASTERS**

In the event of a disaster, which results in numerous interments in the cemetery, additional interment hours shall be allowed, as deemed necessary by the Cemetery Technician.

## **7.9 DELAYS IN INTERMENTS CAUSED BY PROTESTS**

The Town shall in no way be held liable for any delay in the interment of a body where a protest to the interment has been made, or where these Rules and Regulations have not been complied with; and, further, the Town reserves the right under such circumstances to place the body in a receiving vault until the full rights have been determined. The Town shall be under no obligation to recognize any protests of interments unless they are made in writing and filed in Town Hall. The determination of who is the interment rights owner shall be made by a designated Cemetery representative from Town Hall, in consultation with the Town Attorney.

## **7.10 AUTHORIZATION OF ONE LOT OWNER SUFFICIENT**

The Town reserves the right to allow interment of the remains of any member of the immediate family of any one of several common lot owners upon the written

authorization of such common lot owner. No person other than a member of an immediate family may be interred in any burial space without the written consent of all common lot owners.

#### **7.11 APPROVED BURIAL RECEPTACLES**

Every earth interment must be made in an outside receptacle of concrete or fiberglass. Cremated remains must be enclosed in concrete or other suitable container recognized by industry standards. The actual installation shall be made by the producers of such receptacles. The Cemetery Technician or appointee may place cremated remains. No metal arches or multiple piece liners (3 pieces or more) will be allowed. The Cemetery Technician shall have the right to refuse any such receptacle that is damaged or does not meet the criteria outlined above..

#### **7.12 COLUMBARIUM NICHES**

**7.12.1** The container for cremated remains to be inurned in the columbarium shall be waterproof and rustproof.

**7.12.2** All columbarium memorialization's (niche shutter lettering) shall be sand blasted lettering only. No bronze lettering, plates, or designs shall be allowed. Surname letters shall be 1.5 inches high Vermarco lettering. Name and initial, or two initials, shall be 1-inch high Vermarco lettering. Full year (ex. 2003) only shall be allowed for dates and must be .75-inch high Vermarco numbers. White lithe chrome paint only. No full date (ex. January 1, 2003) inscriptions are allowed. Emblems and insignias are allowed but will be limited to a 3-inch circle located between birth and death year. Niche shutters shall not be lettered until niche is fully paid for.

**7.12.3** No floral vases, vase hangers, wreaths, or decorations of any kind will be attached to niche shutters.

**7.12.5** Funeral flowers, containers, baskets and easels shall be removed and disposed of on the second day after the interment.

**7.12.6** Niches will accommodate an urn with external dimensions not to exceed 11 inches by 11 inches by 11 inches.

**7.12.7** Columbarium perpetual care will cover all maintenance of the columbarium structure itself. Opening and closing, and disinterment are not included.

**7.12.8** Cremated remains of no more than one individual may be inurned in a single niche.

#### **7.13 LOCATION OF BURIAL SPACE**

All burial spaces must be at least six inches from the boundary of the lot and must be at least five feet in depth for adult burials and of a proportionate depth for

children. This must be done in sufficient time to allow the opening and closing of the grave.

When instructions regarding the location of a burial space on a lot cannot be obtained or are indefinite, or when, for any reason, the burial space cannot be opened where specified, the Cemetery Technician may, in his/her discretion, open it in such location on the lot as he/she deems best and proper; and the Town shall not be liable for damages resulting from any such change.

If, for any reason, instructions concerning the location of the burial space to be opened are changed by the funeral director, burial space lot owner, or the representatives after the digging has begun, been completed, or the burial has been made, the person requesting the change shall be responsible for the payment of applicable additional fees to the Town. Such fees shall be paid before any work pursuant to the revised instructions.

#### **7.14 EMBALMING; IDENTITY**

The Town shall not be responsible for the identity of any person sought to be interred; nor shall the Town be responsible in any way for the embalming or other preparation of the body.

#### **7.15 INTERMENT OF MORE THAN ONE BODY**

No more than one body may be interred in a single burial space except in the case of members of the same family who will be interred in the same burial receptacle. Proof from the plot owner or all designated next of kin must be provided to the Town. The foregoing shall not apply in the case of cremated remains. In the case of a casket and cremains burial, the casket must be placed first and cremains placed second.

Interment options for a single grave space:

- 1 casket
- 1 casket and 2 cremains
- 4 cremains

#### **7.16 EQUIPMENT**

Equipment owned by private contractors shall be used in lieu of equipment owned by the Town. The Town is not responsible for the malfunction of equipment used by private contractors. Tents, awnings, chairs and other related equipment shall be reserved by the family and through their respective funeral home or vault company, or one of the same recognized as a Town contractor.

#### **7.17 INTERMENT OF CREMATED REMAINS**

In order to inter cremated remains in the cemetery, either in the ground or in a monument foundation, the person(s) requesting interment of cremated remains must choose an adequate container for the cremated remains approved by the

Cemetery Technician, of a size no larger than 16 inches long by 16 inches wide by 19 inches tall, and all fees must be paid in full. The Town shall not be liable for the protection of the cremated remains, whether buried in concrete or not. In the event that the cremated remains must be relocated for any reason, the Town shall not be responsible for any damage to the cremated remains or the container. Cremains are to be picked up by the family requesting the interment. Town staff will not pick up cremains from the funeral home or crematorium.

#### **7.18 SODDING OF NEW BURIAL SPACES**

The Town shall sod new burial spaces at a minimum of twice per year. Sodding of new burial spaces shall not occur between April and October of each year.

### **8.0 DISINTERMENTS**

#### **8.1 SUBJECT TO LAW**

In addition to these Rules and Regulations, all disinterment's shall be subject to the orders and laws of Weld County and the State of Colorado.

#### **8.2 PERMISSION FOR DISINTERMENTS**

No disinterment of a body will be made without either an order of a court of competent jurisdiction, or a signed affidavit from the surviving spouse or next of kin stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment.

#### **8.3 DISINTERMENT PROHIBITED UNDER CERTAIN CIRCUMSTANCES**

Disinterment of a body so that the lot or burial space may be sold for profit to the heirs of the deceased or to any other persons, or removal contrary to the expressed or implied wish of the original lot or burial space owner shall be absolutely forbidden.

#### **8.4 NOTICE OF DISINTERMENT REQUIRED**

The Town reserves the rights to require at least ten days' notice prior to any disinterment. No disinterment will be made on any Saturday, Sunday, or legal holiday or on the day upon which any holiday is legally observed. All disinterment's shall be done at the convenience of the Cemetery Technician.

#### **8.5 PAYMENT OF FEES**

All fees assessed by the Town for disinterment's shall be made to Town Hall prior to the disinterment.

## **8.6 SERVICES PROVIDED**

Disinterment's include removing the remains of the deceased, the casket if any, and the burial receptacle, placing the same on top of the ground, and backfilling the empty burial space. Disinterment's are to be conducted by a 3<sup>rd</sup> party and not by the Cemetery Technician or any appointee. The party responsible for removal of the disinterred remains from the cemetery grounds must do so forthwith.

## **9.0 SERVICE CHARGES AND PAST DUE INDEBTEDNESS**

### **9.1 PAYMENT OF SERVICE CHARGES**

The payment of Cemetery service charges or arrangements satisfactory to the Cemetery Technician for payment of such service charges must be made at Town Hall and at the time of the issuance of the order of the interment or disinterment and removal

## **10.0 PURCHASE OF THE RIGHT OF INTERMENT**

### **10.1 PLOTS FOR PURCHASE**

The purchase of the right of interment must be made at Town Hall where plots showing the size, location and description of all lots and the schedule of prices will be kept on file.

### **10.2 AGREEMENT CONVEYS ONLY THE RIGHT OF INTERMENT**

All sales agreements shall grant to the purchaser the rights of interment for human remains only, subject to these Rules and Regulations. The fee title to all lots and burial spaces shall remain in the Town, subject to the right of interment conveyed to the purchaser.

### **10.3 ERRORS MAY BE CORRECTED**

The Town reserves the right to correct any errors made by it in the description of the location of the lot or burial space to which the right of interment is conveyed, either by canceling the sale and substituting in lieu thereof other burial space(s) or lot(s) of equal value and in a similar location, or in sole discretion of the Town by refunding the amount of money paid for said right of interment.

### **10.4 PAYMENT**

The right of interment in a burial space shall not accrue to the purchaser until the full purchase price of the same has been paid to Town Hall. The Town allows for a plot to be placed on hold for up to six months.

### **10.5 CHANGE OF ADDRESS**

It shall be the duty of the owner to notify the Town of any change in the owner's mailing address. Notice sent to such owner at the last address on file in Town Hall shall be considered sufficient and proper legal notification.

### **10.6 Right to Reclaim**

Per C.R.S. 12-12-116, the Town may reclaim any plot which no remains have been interred, no burial memorial has been placed, and no other improvement has been made for a continuous period of no less than seventy-five years.

## **11.0 TRANSFERS AND ASSIGNMENTS**

### **11.1 CONSENT OF TOWN**

No transfer or assignment of the right of interment in any lot or burial space shall be valid without the prior written consent of the Town, which written consent shall thereafter be recorded in the books of the Town.

### **11.2 INDEBTEDNESS**

The Town shall have the right to refuse to consent to a transfer or an assignment to persons other than legitimate heirs of the original owners as long as there is any indebtedness due the Town by the owner of record.

### **11.3 TRANSFER BY DESCENT**

If no interment has been made in a lot or burial space which has been transferred to an individual owner or owners by the Town, or if all the bodies have been lawfully removed therefrom, in the absence of a specific disposition thereof in the owner's last will and testament, the lot shall, upon the death of the owner, descend in regular line of succession as described in the state statutes to the heirs of the owner.

### **11.4 REPURCHASE BY THE TOWN**

If, for any reason, it becomes necessary for any owner to dispose of his or her interest in any burial space, the Owner may inquire at Town Hall for repurchase of the owner's interest in or titled to such burial space by the Town which may elect to repurchase the burial space at a price equal to one half of the current price. The payment price will be made to the lot owner when they have conveyed to the Town of Windsor by deed or certificate of sufficient title.

## **12.0 DECORATION OF LOTS AND BURIAL SPACES**

**12.0.1** All plants must be located within the actual boundaries of an interment site and may not extend more that eighteen (18) inches from the memorial. Placement of fresh cut or artificial floral arrangements may be placed in approved vases. Vases must be located on the ends of the memorial or on the interment side of the memorial.

The placement of any perennial, shrub, evergreen, tree, or rose is prohibited except with approval of the Cemetery Technician. The Town reserves the right to remove any overgrown or unapproved plantings.

- 12.0.2** Artificial or fresh cut flowers may be placed in a metal vase at any time, however, they will be discarded when dead, faded, broken or anything of a similar nature. The vase must be set in cement with a maximum of three (3) inch border and within six (6) inches of the memorial or be an actual part of the memorial.
- 12.0.3** Sprays and wreaths made from fresh cut flowers will be allowed, but they will be removed within two (2) weeks, or in the Cemetery Technician's opinion when they become unsightly or detrimental.
- 12.0.4** Christmas blankets and wreaths will be allowed from December 1<sup>st</sup> through March 1<sup>st</sup>.
- 12.0.5** Artificial sprays and wreaths will be allowed from May 1st through June 20th and from December 1<sup>st</sup> through March 1<sup>st</sup>. The Cemetery Technician shall remove all artificial sprays and wreaths when they become unsightly.
- 12.0.6** The Town shall not be held liable for lots, misplaced or broken flower vases, or for damage done by the elements, thieves, vandals, or by causes beyond its control. The Town reserves the right to regulate the method of decorating lots and the right to remove any decoration so that a uniform beauty may be maintained.

### **13.0 FOUNDATIONS, MEMORIALS, MONUMENTS ETC.**

The Town does not wish to unnecessarily interfere with a family's choice of memorialization. In fairness to other owners and to preserve the beauty and harmony of the cemetery, the Town reserves the right to reject or later to remove any structure or object that it deems injurious to the general appearance of the cemetery. The Town further reserves the right to approve or reject any proposed memorial, monument, or other structure or object, based on the following Rules and Regulations:

#### **13.1.0 PRODUCERS AND RETAIL DEALERS**

Producers of monumental materials, meaning quarries, quarries who also manufacture memorials, and manufacturers of memorials who are not quarries, must agree to sell only first grade, clear stone for memorial purposes, and must guarantee that such stone is free from sap or anything that will cause rust or other stains, and that it will not check or crack, and must agree that such faults developing within five years from date of setting, the memorial will be replaced without cost or delay to the Town or owner.

- 13.1.1** Retail dealers must agree to use only first grade stone from producers approved as provided in **12.1.0**, and must guarantee the memorial to be executed in first grade workmanship, with the agreement that faults developing within five years due to the



setting, treatment, or the handling of the same memorial dealer, such monument will be replaced without cost or delay to the Town or owner.

**13.1.2 Letter** cutters, persons or firms engaged in the business of cleaning monuments, and who are not connected with retail dealers, and all other persons or firms must secure permission from the Cemetery Technician before any work in the cemetery is commenced. In order to procure such permission, it will be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged.

**13.1.3 Retail** dealers engaged in erecting or placing monuments or other structures shall be considered general contractors. Contractors employed in erecting or placing monuments or other structures will be under the general supervision of the Cemetery Technician.

**13.1.4 Before** retail dealers shall be permitted to erect any memorials, lay any foundation, or do any work in the cemetery, said retail dealers must submit and have on file, an approved monument application prior to commencing any work. In addition, the retail dealer shall provide to the Town of Windsor evidence that their employees are covered by workman's compensation insurance and that the approved retail dealer carries adequate liability insurance in which the Town is named an insured.

**13.1.5** Persons engaged in erecting monuments, or other structures, are prohibited from attaching any ropes or other devices to monuments, trees or shrubs, and are prohibited from scattering their material or tools over adjoining lots or from blocking roadways or walks, or from leaving their material or tools on the grounds longer than is absolutely necessary. They must do as little injury to the ground, trees and shrubs as is possible and must remove all debris and restore the ground to its original condition.

**13.1.6** While a funeral or an interment service is being conducted nearby, all work of any description shall cease.

**13.1.7** Approaching the bereaved and soliciting memorial business is absolutely prohibited.

## **13.2 DESIGN, FINISH AND WORKMANSHIP**

Monuments and markers are required to have a foundation as outlined in 13.4  
Footers are prohibited.

**Monuments shall not exceed 42 inches in height.**

No monument will be permitted, which is cut in imitation of a log, stump or animal, or of any object which would itself not be allowed to remain in the cemetery.

No temporary monuments will be permitted in the cemetery.

The Cemetery Technician shall have the power to reject any plan or design for any memorial, due to size, design, inscription, or kind of quality of stone, in his/her opinion, is unsuited to the lot on which it is to be placed.

The Town reserves the right for the Cemetery Technician, to inspect and if necessary, stop all the work of any nature, whenever, in his opinion, proper preparations have not been made; or when tools or machinery are insufficient or defective; or when work is being executed in an unsafe manner as to threaten life or property, or when any reasonable request on the part of the Cemetery Technician has been disregarded; or when work is not being executed in accordance with specifications; or when any person employed violates any of the Lakeview Cemetery Rules and Regulations.

The completed work is subject to the approval of the Cemetery Technician, and if unsatisfactory, it may be removed by the Cemetery Technician.

No memorial showing drill or tool marks, or straining from rubber mat used for sand engraving, shall be considered first grade workmanship.

**13.3 MATERIALS**

All memorials, markers or stonework of any kind shall be constructed from natural stone from quarries approved by the Town. No artificial stone of any kind or any cast vases shall be permitted, unless samples are submitted to the Cemetery Technician, in advance, and approved in writing by the Cemetery Technician.

**13.4 FOUNDATIONS**

No foundation will be placed on observed holidays, during scheduled Cemetery special events or during freezing weather.

Foundations are required for all monuments and markers and shall not exceed 48 X 24 inches for any single burial space, and 96 X 24 inches for any double (side by side) burial spaces. Foundations shall be a minimum of 4 inches thick.

The Town assumes no responsibility for the correct size and location that is given by the person ordering the foundation. Any alterations required in any foundation shall be made at the expense of the person ordering the foundation.

All foundations should extend a minimum of 2 inches beyond the length and 2 inches beyond the width of the base stone.

### **13.5 MISCELLANEOUS**

Should any memorial, mausoleum or tomb become unsightly, dilapidated or a menace to the safety of the visitors, the Town shall have the right to either correct the condition or to remove the same, at the expense of the lot owner. The Town is not responsible for water deposits from sprinklers. Monument maintenance is the responsibility of the owner.

No monument shall be removed from the cemetery, except by the Town unless the written order or permission of the lot owner is presented to the Town and permission is granted by the Town.

By presenting to the Town proper written evidence to prove that any person ordering a memorial cannot or will not complete his contract for purchase of the same, the dealer, who sold the said memorial, may obtain permission from the Cemetery Technician to remove the memorial from the cemetery. In the event a memorial is removed by a memorial dealer, it shall be the duty of such memorial dealer to reimburse the Town for the expense of returning to the lot to its original condition. The Town shall at no time be responsible or liable for the removal of the same, may require a written guarantee or bond from the person or dealer removing the same and in favor of the Town, to protect and save the Town harmless from any and all liabilities of whatsoever kind or nature.

## **14.0 EXCEPTIONS AND MODIFICATION**

### **14.1 EXCEPTIONS AND MODIFICATIONS**

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Town, therefore reserves the right for Cemetery Technician to make exceptions, suspensions or modifications in any of these Rules and Regulations, when, in his judgment, the same appear advisable.