

# Hillgrove Union Cemetery

## Rules & Regulations



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## PREAMBLE

Hillgrove Union Cemetery (HUC) is dedicated, used and intended to be used for the final disposition and memorialization of human remains. HUC is publically owned and operated by the Hillgrove Union Cemetery Board as a joint board under the direction of the City of Miamisburg and Miami Township. HUC is a not-for-profit business open to the general public.

### I. DEFINITIONS

#### **101. Arrangement Conference.**

The term "**arrangement conference**" means a meeting, either at-need or pre-need, between the cemetery and an individual or family during which funeral and cemetery merchandise and services are discussed and the cemetery records information regarding that person or family.

#### **102. Arrangement Conference Recording Fee.**

The term "**arrangement conference recording fee**" means a one-time fee charged in conjunction with an arrangement conference to record and enter information regarding a new owner and their family in the cemetery's database and other records.

#### **103. At-need.**

The term "**at-need**" means at the time of, or immediately following, death.

#### **104. Beneficiary.**

The term "**beneficiary**" means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy.

#### **105. Care Fund.**

The term "**care fund**" means the cemetery's irrevocable trust fund created in accordance with Ohio state law, the purpose of which is to generate income to fund the care and maintenance of the cemetery.

#### **106. Cash Advance Items.**

The term "**cash advance items**" means any item of merchandise or service paid by the cemetery on behalf of the purchaser that is to be purchased by the cemetery at prices existing at the time of the cemetery's at-need purchase, including but not limited to flowers, obituary notices, gratuities and the cost of death certificates.

#### **107. Cemetery.**

The term "**cemetery**" means Hillgrove Union Cemetery located at 1002 East Central Avenue, Miamisburg, Ohio.

#### **108. Certificate of Interment Rights.**

The term "**certificate of interment rights**" means the document issued by the cemetery to convey an interment right in a particular interment space, which has legally been known as a right of sepulture.

#### **109. Columbarium.**

The term "**columbarium**" means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.

#### **110. Commingling.**

The term "**commingling**" means the mixing of cremated remains of more than one person.

#### **111. Contractor.**

The term "**contractor**" means any person or business hired by someone other than the cemetery to work on the cemetery grounds.

#### **112. Cremated Remains.**

The term "**cremated remains**" means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created with the human remains.

#### **113. Cremation.**

The term "**cremation**" means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. Cremation is a process and is not a method of final disposition.

#### **114. Crypt.**

The term "**crypt**" means a space in a mausoleum or tomb of sufficient size to entomb human remains.

#### **115. Disinterment.**

The term "**disinterment**" means the act of removing human remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or elsewhere.

#### **116. Encased or Encasement.**

The term "**encased**" or "**encasement**" means the placement of human remains in a rigid container, including but not limited to a casket or urn.

#### **117. Entombed or Entombment.**

The term "**entombed**" or "**entombment**" means the placement of human remains in a crypt or niche.

#### **118. Final Disposition.**

The term "**final disposition**" means the lawful disposal of human remains whether by interment or scattering.

#### **119. Garden.**

The term "**garden**" means an area within the cemetery established by the cemetery as a subdivision for organizational purposes, which is the largest of the various subdivisions.

#### **120. Grave.**

The term "**grave**" means an area of ground in the cemetery established for the burial of human remains in the ground.

#### **121. Guaranteed Price Prepaid Contract.**

The term "**guaranteed price prepaid contract**" means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, without any further payment in the future.

#### **122. Human Remains.**

The term "**human remains**" means the body of a deceased human being in any stage of decomposition and includes cremated remains.

### **123. Interment.**

The term "**interment**" means the final disposition of human remains in the cemetery by burial, entombment or scattering.

### **124. Interment Right.**

The term "**interment right**" means the right to place human remains in a specific interment space, subject to these rules and regulations.

### **125. Interment Services.**

The term "**interment services**" means the process of interring human remains, including but not limited to administrative, clerical, legal, mechanical and physical services performed by cemetery personnel in conjunction with the opening of an interment space in preparation for the interment and the subsequent closing of the interment space after the interment.

### **126. Interment Space.**

The term "**interment space**" means a space that has been established by the cemetery for the final disposition of human remains, including but not limited to graves, crypts and scattering gardens.

### **127. Lot.**

The term "**lot**" means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a garden for organizational purposes.

### **128. Mausoleum.**

The term "**mausoleum**" means a chamber, structure or building used, or to be used, for entombment of human remains.

### **129. Memorial.**

The term "**memorial**" means any item of merchandise used to identify the person interred in an interment space or to commemorate their life, deeds or career, including but not limited to a bench, crypt plate, grave marker, monument, niche plate, plaque, or vase, but not including a mausoleum.

### **130. Memorial Care.**

The term "**memorial care**" means any care provided or to be provided for the general maintenance of memorials, including but not limited to refinishing, resetting, straightening, or replacing damaged memorials.

### **131. Memorial Services.**

The term "**memorial services**" means the services provided by the cemetery as part of a funeral or memorial service.

### **132. Merchandise.**

The term "**merchandise**" means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.

### **133. Niche.**

The term "**niche**" means a space used, or to be used, for the placement of cremated remains.

### **134. Non-guaranteed Price Prepaid Contract.**

The term "**non-guaranteed price prepaid contract**" means a purchase agreement for merchandise and/or services in which the cemetery reserves the right to assess an additional amount in the future, over and above the purchase price stated in the agreement, for the difference between the pre-need and at-need prices of the items purchased.

### **135. Outer Interment Container.**

The term "**outer interment container**" means a container engineered and designed to hold a casket or other type of inner burial container and support the overlying earth and the earth and vault handling equipment used in cemetery operations, including but not limited to burial vaults and grave liners.

### **136. Owner.**

The term "**owner**" means the person who lawfully possesses an interment right and whose name is recorded as such in the cemetery's records.

### **137. Pre-need.**

The term "**pre-need**" means prior to the beneficiary's death.

### **138. Purchase Agreement.**

The term "**purchase agreement**" means a contract pursuant to which the cemetery agrees to sell and deliver interment rights, merchandise and/or services.

### **139. Scattering.**

The term "**scattering**" means the final disposition of cremated remains by dispersing them in the air or on the surface of the ground.

#### **140. Section.**

The term "section" means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a lot for organizational purposes.

#### **141. Urn.**

The term "urn" means a receptacle in which cremated remains are placed for final disposition.

## **II. PURCHASE OF INTERMENT SPACES, INTERMENT RIGHTS, INTERMENT SERVICES AND MERCHANDISE**

### **201. Sections, Interments of Cremation Urns, Individual and Community Mausoleums.**

Persons desiring to purchase an Interment Space in HUC are referred to our office manager. HUC has Interment Rights available in our various Sections.

### **202. Appendix A - Description of Internment Spaces and Cemetery Sections - Price List.**

A description of HUC's Sections, including the cost of Interment Rights, is set forth in **Appendix A**. The purchase of Interment Rights before the need arises is deemed wise and encouraged. Prospective patrons should visit HUC for information. Our staff will render assistance, without obligation or pressure to make a purchase, to those desiring information.

Payment in full is generally required at the time of the sale, but payment plans are possible. Interments will not be permitted until payment in full has been received by HUC.

### **203. Appendix B - Description of Services - Price List.**

There are additional costs and fees that will be incurred in addition to the cost of the Interment Rights. In the interest of full disclosure and informed decision-making, these costs and fees are set forth in Appendix B. These fees are subject to change.

### **204. Appendix C - Description of Merchandise - Price List.**

Although Merchandise can be purchased from other suppliers, HUC may help fund the expenses of operating HUC by selling various items of Merchandise. This Merchandise may be purchased from HUC office. In the interest of full disclosure and informed decision-making, our price list for the Merchandise we sell is set forth as Appendix C. These prices are subject to change.



### III. CARE AND MAINTENANCE OF GROUNDS, THE CEMETERY'S CARE FUND & PLANTING OF FLOWERS, SHRUBS OR TREES

#### 301. Care of Grounds and Perpetual Care.

HUC shall have sole and exclusive authority to maintain HUC's buildings and grounds, subdivide the property, plat, map, survey and install improvements within HUC.

In the past, cemeteries allowed indiscriminate plantings of trees, shrubs and flowers on cemetery gravesites as a common practice. This was well and good when cemeteries were small and care was largely by individual lot owners. As cemeteries grew in size and lot owners passed away or migrated to other localities, care and maintenance of the cemetery was left more and more to cemetery management to perform. Over time, this also became an increasing problem for cemeteries from the standpoint of finances and labor required to do ground maintenance work. It also made it difficult to maintain a general and consistent landscape appearance.

To address these issues and the cost of maintaining the cemetery when it no longer has revenue from the sale of Interment Rights, Interment Services and Merchandise, the concept of an "endowed care" or "perpetual care" cemetery was created. HUC is a perpetual care cemetery. As a perpetual care cemetery, HUC is subject to certain legal requirements.

The purchase price of all Interment Rights is subject to a special assessment that must be deposited in the Care Fund. These assessments are held in trust and invested in accordance with state law. The Cemetery may use the net income from the Care Fund in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds.

HUC has full power and authority to appoint an advisory or investment committee or to hire an investment adviser to assist in management of the Care Fund and determine upon what property, for what purpose and in what manner, the income from this fund shall be expended. HUC shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the cemetery grounds, features and buildings in the cemetery, including the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary, keeping in good repair the drains, water lines, roads, fences and other structures, including features and other embellishments of a general character applicable to HUC as a whole or as to a particular area, painting, cleaning, or otherwise preserving items, and it may also expend, if necessary and permitted by law, a portion of the income for attorney's fees and other costs necessary to the administration of the Care Fund.

Expenditures for care and maintenance shall be limited to the income from the Care Fund, anything herein stated to the contrary notwithstanding. HUC, may, but is not required to, expend additional amounts from its general funds as it sees fit to ensure that the proper care and maintenance of the cemetery is maintained, but it will be at HUC's discretion or in the event of specific agreements for "special care." HUC may use income from the Care Fund to maintain the

necessary records of Interment Rights ownership and Interments. The Care Fund does not provide for any special care. HUC may, at its sole option, provide special care at an Owner's expense. Estimates of special care will be made by HUC upon application, and charges for the work must be paid in advance.

### **302. Plants, Trees and Shrubs.**

If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes detrimental to the Interment Space upon which it stands or to any adjacent Interment Spaces, walkways, roadways, waterways or drainage systems, or if for any other reason its removal is deemed necessary, HUC shall have the right to remove any such tree, shrub or plant, or any part thereof, or otherwise correct the existing condition as, in HUC's judgment, it deems best. HUC shall have no obligation to replace trees, shrubs and plants removed by the cemetery, even if they were purchased as a Memorial.

Except for the lawful owner thereof, no person shall remove any plant or flower, either wild or cultivated, from any part of the cemetery. All persons are strictly forbidden to break or injure any tree or shrub, to damage any Memorial or to deface the grounds of the cemetery.

### **303. Ingress and Egress, Walkways, Waterways, Roadways, Drainage Systems and Buildings.**

HUC reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as necessary to gain access to other Interment Spaces within the cemetery, persons within the cemetery grounds shall use only the avenues, walkways and roadways. HUC reserves the right to alter, change or remove walkways, roadways, waterways and drainage systems and other physical properties.

### **304. Acts Beyond the Cemetery's Control.**

HUC and its agents do not assume and are not liable for damage, actual or mental, resulting from normal operations or from loss by vandalism and other acts beyond the cemetery's control. Specifically, but not by way of limitation, HUC and its agents do not assume and are not liable for loss or damage caused by the elements, acts of God, common enemy, thieves, assailants, vandals, strikers, lockout or other labor events, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, government act, regulation or order of any military or civil authority, whether the loss or damage is direct or indirect.

### **305. Maintenance of Grounds and Buildings.**

Within the limits permitted by the income of the Care Fund and HUC's general funds, the cemetery grounds and buildings will be maintained and preserved. Cemetery maintenance includes maintenance of a pleasing lawn, leaf disposal, seeding or laying sod, filling sunken areas, maintaining roads, cutting the grass at reasonable intervals, pruning of trees and shrubs, and such other work necessary to keep the cemetery in good and neat condition. HUC reserves

the right for its workers and agents to enter upon or cross over any Interment Space as necessary to conduct normal cemetery operations.

Except as specifically allowed by these Rules and Regulations or by written authorization issued by HUC, all landscaping, care of Interment Spaces and other work in the cemetery will be done by HUC personnel. In the event of written authorization, the authorized work shall be subject to all provisions of these Rules and Regulations that pertain to the activity involved.

Although Owners are generally not allowed to perform work personally or through agents, we want to help. Owners should feel free to consult with HUC personnel at all times. Owners may make work order requests in person at the cemetery office or by telephone.

### **306. Maintenance of Memorials - Damage.**

Unless damage is caused by the cemetery's staff or agents, HUC is under no obligation to maintain, repair or replace Memorials placed within the cemetery.

Nothing in these Rules and Regulations shall be construed as modifying any existing contract as to perpetual care. In general, Memorials are privately-owned property and are not covered by perpetual care. HUC is liable for the perpetual care of Memorials only if assumed in a specific contract with the owner of a Memorial.

## **IV. MEMORIALS**

### **401. Temporary Memorials.**

Temporary markers placed at the time of Interment are not considered permanent. The erection of a temporary marker is a courtesy service provided by the cemetery, and they will be removed after a reasonable length of time or when they no longer present a neat appearance.

### **402. The Cemetery May Correct Errors.**

HUC may correct any error made in the location of a foundation or Memorial.

### **403. General Limitation of One Memorial per Interment Space and Companion**

**Memorials -Inappropriate or Offensive Content Prohibited.** With the consent of the Owner(s) of both Interment Spaces, Companion Memorials are permitted. Only one Memorial may be placed on an Interment Space, unless otherwise approved by HUC. Veteran's plaques at the foot of an Interment Space are generally allowed. HUC may refuse to install, prohibit or remove any Memorial with inappropriate or offensive content, as determined by HUC. HUC may refuse to install, prohibit or remove any Memorial if it conflicts with the identity of an individual interred therein.

#### **404. Memorials and Uniform Lines Required.**

All Memorials including benches, plates and markers must meet any standards set forth by HUC to be in conformity with the park-like appearance of the cemetery. Memorials must also be set on uniform lines as prescribed by HUC to conform to the general plan of the cemetery.

### **V. MAUSOLEUMS**

#### **501. Embalming.**

Human Remains Entombed in an above-ground Crypt must be embalmed or cremated, provided, however, that HUC may, in its discretion, decide to allow Entombments of unembalmed Human Remains if a casket is used and the casket is placed in an outside container acceptable to HUC that is designed and constructed to resist the leakage of body fluids and that addresses other similar concerns. The cost of these containers is the responsibility of the person arranging for the Entombment.

#### **502. Crypt Decorations.**

Mausoleum Crypt decorations shall be limited to such decorations as may be placed in permanent vases and holders. The use of decorations which are either placed on the floor or ground or in free-standing easels and stands or attached directly by wire, tape, glue or other similar method is strictly prohibited.

#### **503. Lettering and Crypt Plaques.**

Except where otherwise expressly authorized by HUC, any lettering or Crypt plaques used on any Crypt or Niche, must be of bronze material and all fittings, adornments, Urns, inscriptions and name plates for Crypts or Niches are subject to approval by HUC.

#### **504. Caskets or Alternative Containers and Covers.**

Unless cremated, Human Remains Entombed in Mausoleums shall be in a casket or alternative container conforming to the standards prescribed by HUC. HUC may, in its discretion, require that Mausoleum Entombments be in a casket or alternative container approved by HUC and that is designed and constructed to be resistant to the leakage of fluids and that addresses other similar concerns.

### **VI. CASKETS OR ALTERNATIVE CONTAINERS**

#### **601. Type of Material.**

All Interments shall be made in a casket, Urn or alternative container. If not made from metal or a plastic or fiberglass material, caskets and alternative containers shall be constructed from at least three-quarters inch (3/4") thick particle board of sufficient strength to support the weight of an adult human body. Caskets or alternative containers constructed from cardboard, corrugated

fiberboard, pressed paper or similar materials may be used if such caskets have been approved by HUC after receipt of satisfactory proof that the container has been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

## **VII. OUTER INTERMENT CONTAINERS**

### **701. Outer Interment Containers Are Required and Regulated.**

In order that the improvements and appearance of HUC shall remain uniform and well-maintained, HUC reserves and shall have the right to require and regulate the kind, size, design, quality and material of Outer Interment Containers. All Interments shall be made in an Outer Interment Container approved by HUC after receipt of satisfactory proof that the container has been adequately tested and shown to be of sufficient structural strength to resist the crushing force of the overlying earth load as well as the additional pressure of vault and earth handling equipment commonly used in HUC's operations. As a matter of practice, HUC will not require proof for any Outer Interment Container already approved by HUC.

### **702. Specifications.**

The specifications of Outer Interment Containers are prescribed by HUC. All Outer Interment Containers must be in accordance with the specifications in effect at the time of the Interment or, if sold by HUC, at the time of sale. Authorization of HUC must be secured before any Outer Interment Container may be placed or constructed within HUC. HUC reserves the right to reject and prevent the placement or construction of any Outer Interment Container, embellishment or other item or structure that does not conform to the specifications of HUC that are then in effect.

All ground Interments made within HUC shall require an Outer Interment Container constructed of a material resistant to decomposition and capable of sustaining a static load (the weight of the earth that rests over the container) of at least 4,000 pounds (two tons) per square inch and 40,000 pounds gross load, which includes the dynamic load that varies in intensity as heavy equipment passes over the Interment Space.

### **703. Date and Time.**

HUC reserves the right to specify the date and time for any installation, although every effort will be made to accommodate requested dates and times.

### **704. Authorization.**

HUC may refuse to place an Outer Interment Container within the cemetery or may prohibit the removal of an Outer Interment Container from the cemetery if the cemetery has not received authorization of the Owner of the particular Interment Space and the deceased's next-of-kin or their respective authorized representative(s).

### **705. Removal by the Cemetery.**

In the event an Outer Interment Container is placed or constructed within the cemetery without the authorization of HUC, HUC reserves the right to remove any unauthorized Outer Interment Containers at the Owner's cost.

## **VIII. DECORATIONS, FLAG POLES, SHEPHERD'S HOOKS AND FLOWERS**

### **801. Floral Tributes and Decorations.**

Floral tributes and decorations are encouraged, in the manner permitted by these regulations. HUC treasures your living tributes and the benefits they bring to the appearance of the cemetery in general. HUC is not responsible for any missing floral tributes or decorations or for any damage. Some floral tributes, decorations and shepherd's hooks may at times need to be moved or picked up to permit Interments or for seasonal maintenance and care of the grounds. Found floral tributes and decorations will be placed behind the garage for 30 days. If they are not claimed within the 30 day time period they will be disposed.

### **802. Prohibited Items.**

No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, or any other unsightly objects or objects that can break causing safety concerns or that could impede the cemetery's ability to mow or trim grass will not be permitted and these items may be removed by cemetery personnel without notice. Except as otherwise specifically approved by HUC, benches are not allowed unless they are used in lieu of a Memorial and set perpendicular to the Grave.

The indiscriminate use of these types of objects detracts from the general appearance of the cemetery and makes care of the grounds very difficult. Certain areas of the cemetery may have plans and formats which come first in making decisions regarding decorations.

### **803. Flag Poles.**

Except as permitted for Memorial Day and Veterans' Day, flags and flag poles are generally not permitted at individual Interment Spaces.

### **804. Shepherd's Hooks and Removal of Dead Flowers.**

Fresh, silk and plastic flowers are permitted when hanging on shepherd's hooks or placed in the bronze or plastic vases included on Memorials. Fresh flowers will be picked up by cemetery personnel, without prior notice, when they become unsightly. HUC may, at its discretion, remove decorative items other than flowers from Shepherd's Hooks if they detract from the beauty of the cemetery. In that instance, notice will be provided and Owners will have an opportunity to claim

the item(s). Shepherd's hooks must be set up against the Memorial and the hook must run parallel to the Memorial, so as not to interfere with cemetery maintenance.

#### **805. Planting of Flowers, Plants, Shrubs and Trees by Permission Only.**

Flowers, decorative plants, shrubs and trees may not be planted at the cemetery without first securing HUC's permission. Permission will generally not be granted and will only be allowed if the proposed planting will not interfere with the care and maintenance of the grounds and when it is in harmony with the surrounding landscape.

#### **806. Additional Decorations for Memorial Day and Veteran's Day.**

Additional decorations will be allowed immediately prior to Memorial Day and Veteran's Day. United States' flags may be placed on veteran's Interment Spaces to observe Memorial Day and Veteran's Day. If still present, Memorial Day decorations will be removed by cemetery personnel on or after June 10th. If still present, Veteran's Day decorations will be removed by cemetery personnel on or after November 30th.

#### **807. HUC Is Not Responsible for Damage or Loss.**

HUC is not responsible for the protection or maintenance of flowers, decorations, wreaths, emblems, flags and other items left at the Interment Space in conjunction with a funeral or remembrance service.

### **IX. OWNERSHIP OF INTERMENT SPACES, INTERMENT RIGHTS, ADDITIONAL RIGHTS OF INTERMENT AND SUBDIVISION OF INTERMENT RIGHTS**

#### **901. Owner and Interment Records.**

The records of HUC are kept in accordance with the acceptable cemetery management standards. The records of the cemetery shall record and establish the Owners of Interment Rights in the cemetery. The person named in the Certificate of Interment Rights issued and of record will be recognized and treated as the Owner until an assignment and transfer has been filed with the cemetery and recorded. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, HUC shall revise its records to reflect the terms of the Order.

#### **902. Limited Right of Use.**

Interment Rights within the cemetery shall be used for no purpose other than the Interment and/or memorialization of Human Remains. HUC does not sell fee simple title to Interment Spaces. The Cemetery sells a right of use called "interment rights" that permit the Interment of one person in the Interment Space purchased. An Owner does not, by virtue of such ownership, acquire any ownership interest in HUC or in any surrounding land, building or any improvements.

### **903. Forms Approved and Signed by HUC.**

All Purchase Agreements for the purchase of Interment Rights must be on forms approved and signed by an authorized representative of HUC.

### **904. Recording.**

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to HUC when the transfer is recorded in HUC's records. A transfer is not effective until all transfer fees are paid.

### **905. Additional Interments and Subdivision of Interment Spaces.**

Additional Interments and subdivision of Interment Spaces are not allowed without prior permission of HUC. The placement of Cremated Remains under a Memorial may be permitted, as a subdivision of an Interment Space. In addition, Owners of Interment Rights may purchase an "additional right of interment" and subdivide a traditional ground Interment Space into sizes intended for the burial of Cremated Remains. A conditional or partial transfer is not permitted other than a transfer to a person who is already a co-Owner of the Interment Rights.

### **906. Title and Certificates of Interment Rights.**

HUC will issue a Certificate of Interment Rights upon payment in full of the purchase price and the Interment Rights will be recorded in the records of HUC as evidence of the right of Interment. The title vested in the Owner is limited to the right to use the space for Interment purposes only and other consistent uses, such as memorialization, allowed by these rules and regulations. Every Interment Right is subject to all applicable laws and regulations, the Articles of Incorporation and other documents establishing HUC and all rules and regulations adopted by HUC, as then in force or as thereafter amended or adopted. The Certificate of Interment Rights shall constitute the sale agreement between the Owner and HUC and any contrary statements of any agent or employee of HUC shall not be binding on HUC.

### **907. Reuse Is Prohibited.**

Human remains interred or, Entombed ~~or inurned~~ at HUC may not be removed by heirs, Owners or any other person having an interest in any Interment Rights for the purpose of reselling the Interment Rights.

### **908. Speculation Prohibited.**

Interment Rights shall be purchased solely for the purpose of personal or family Interments or another person identified in a Purchase Agreement or Certificate of Interment Rights and not for purposes of speculation.



#### **909. Discrimination Prohibited.**

HUC shall not honor or abide by any agreement or provision contained in a Purchase Agreement, Certificate of Interment Rights, or other document which limits or restricts the sale, use or ownership of Interment Rights in the cemetery, or a particular Section thereof, to persons of a particular race, religion or national origin, if HUC's management, in its sale discretion, believes in good faith that such restriction is contrary to applicable law.

#### **910. Permission to Inter and Proof of Ownership.**

HUC may prohibit any Interment within the cemetery if the cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s). HUC shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, HUC will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorializations, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to HUC. In the absence of such designation, HUC shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified HUC of an objection prior HUC's action.
3. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to HUC, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state of Ohio, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any co-owned Interment Space which has not been used at the time of their death, and the consent of the other co-Owners shall not be required. Co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

#### **911. Delays and Temporary Interments.**

HUC shall not be liable for any delay in Interment resulting from noncompliance with these Rules and Regulations or in any instance where HUC has received an objection to the Interment from a person with any standing in the matter.

In order to be recognized by HUC, objections must be in writing and filed at HUC's office.

If HUC receives Human Remains and no provision has been made for an Interment Space, if HUC has received an objection, or in the event of noncompliance with these Rules and Regulations, HUC may temporarily place the remains received by it in a holding facility, Crypt, or other suitable place, subject to any state or local sanitary code requirements. HUC reserves the right to charge a fee for such temporary Interment.

#### **912. Assignments and Transfers of Interment Rights.**

HUC's policy will be to review request to repurchase Interment Rights, on a case by case basis. All assignments must be recorded at HUC and are subject to an administrative fee. This procedure is required in order that HUC may at all times have a complete and accurate record of all Owners. HUC shall make available to Owners, upon request, the forms necessary to affect any sale or transfer of Interment Rights. HUC reserves the right to refuse to consent to an assignment and transfer of Interment Rights until the purchase price of the Interment Rights has been paid in full. Administrative fees are established in Appendix A. The administrative fee is a reduction of the purchase price for interment rights at the original price.

#### **913. Changes by the Cemetery.**

HUC reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a Garden or Section from time to time, including the right to remove, regrade, modify or change the locations of features, roads, drives, trees, shrubs, flowers, landscaping and walks. HUC further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the cemetery property not sold to Owners, for cemetery purposes, including the interring and preparing for Interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

### **X. VISITORS AND PROHIBITED BEHAVIOR**

#### **1001. Drug Use Prohibited.**

The possession or consumption of alcoholic beverages or illegal drugs within the cemetery is strictly forbidden.

#### **1002. Thefts and Damage.**

All persons are strictly forbidden to break or injure any tree or shrub, to damage any Memorial or to deface the grounds of the cemetery. HUC is not liable for theft or damage to any personal property, including artifacts or personal effects, placed on or near Interment Spaces or elsewhere in the cemetery.

**1003. Statuary, Benches, Chairs and Other Similar Objects.**

Unless authorized by HUC, the installation of statuary, benches, chairs and other like items is prohibited.

**1004. Criminal Mischief Laws Will Be Strictly Enforced.**

The cemetery grounds are sacredly devoted to the Interment of Human Remains and the provisions and penalties of law will be strictly enforced in all cases of intentional injury, disturbance and disregard of these Rules and Regulations.

**1005. Cemetery Employees.**

Visitors and Owners may not hire HUC employees nor pay them to perform any service related to operation of the cemetery or that would create a conflict of interest.

**1006. Disorderly Conduct.**

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.

**1007. Visitors.**

The cemetery will be open to visitors and Owners at all times between the hours of 6:00 A.M. and 10:00 P.M. Any person entering the cemetery at any other time without authorization from cemetery personnel will be considered a trespasser. Upon entering the cemetery grounds, all funeral activities, including funeral processions, are subject to the direction of a duly authorized representative of HUC. Except as may be necessary to gain access to other Interment Spaces within the cemetery, persons within the cemetery grounds shall use only the avenues, walkways and roads.

Except as otherwise expressly permitted by HUC, hunting is strictly forbidden in the cemetery.

Dogs must be on a leash at all times and solid waste caused by the animal must be removed.

**1008. Automobiles.**

Automobiles shall not be driven through the cemetery in excess of a safe speed and shall always be driven on the right side of the roadways. Speed limits are 10 MPH unless otherwise posted. Automobiles are not allowed to turn around on the roadways and are not allowed to park or come to a full stop in front of an open Grave, unless in connection with a graveside service.

#### **1009. Firearms.**

Other than law enforcement authorities, visitors may not bring, carry or use firearms within the Cemetery except in connection with a military guard of honor and military service or upon prior approval of HUC. Visitors may not carry or use air or paint guns within the cemetery.

#### **1010. Skateboard Use Prohibited.**

Visitors may not use skateboards in the cemetery.

### **XI. INTERMENTS**

#### **1101. Locating Services and Identification of Human Remains.**

The person making the funeral arrangements with HUC and the funeral director, if different, shall designate the applicable Interment Space. This information used by the cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person.

HUC relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

#### **1102. Safety of Attendees.**

HUC may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by HUC, from the Interment Space during the Interment or Disinterment process.

#### **1103. Interments by Cemetery or Authorized Personnel.**

All Interments and Disinterments within the cemetery shall be performed only by HUC personnel or persons authorized by HUC.

#### **1104. One-Person Limit - Additional Interments by Permission Only.**

HUC permits the Interment of only one person per Interment Space. Exceptions must be specifically authorized in writing by the Owner and next-of-kin or their respective authorized representative(s) and approved by HUC. Because the one person limitation is established primarily to assure accurate records of Interments and their location within the cemetery, HUC will generally subdivide Interment Spaces to allow an additional right of Interment subject to the restrictions set forth in these Rules and Regulations (see Section 905), if the size of the existing Interment Space is large enough that it can be subdivided.

#### **1105. Cremated Remains.**

The Scattering of Cremated Remains shall be permitted only in designated Sections of the cemetery, if any, upon written approval of HUC and subject to the payment of all applicable fees and compliance with all applicable laws. HUC does not have a Scattering Garden at this time. Cremated Remains may be interred in a Grave or Lot, subject to Section 905.

#### **1106. Scheduling of Interment Services.**

HUC must be provided with advance notice of all Interments. In general, 48 hours prior notice is required, but exceptions will be made in cases of death from contagious disease or as authorized by HUC. Additional time may be required when the ground is frozen.

HUC may postpone or reschedule any Interment Service if, in the discretion of HUC personnel, too many services are concurrently scheduled, because of inclement weather conditions, or because of other conditions beyond HUC's control, including but not limited to a work stoppage, a work slowdown or a strike by a labor union.

#### **1107. Disinterment**

All charges and fees for a Disinterment must be paid in advance. As a condition of performing any Disinterment, HUC requires written authorization signed by the Owner and the deceased's next-of-kin or their respective authorized representative on a form approved by HUC. Each Disinterment must be conducted in accordance with state and local law and a Disinterment permit is required. The bodies of persons who have died of a contagious disease shall be handled in strict accordance with the rules of the Ohio Health Department. HUC shall exercise due care in conducting a Disinterment, but shall assume no liability for damage to any Human Remains, casket or other type of inner burial container, Outer Interment Container, or Urn. When a Disinterment is to be made from one Interment Space to another Interment Space within the Cemetery and an Outer Interment Container was not used in the original Interment, an Outer Interment Container meeting HUC's specifications must be furnished by the person arranging the Disinterment.

HUC will provide the following services for Disinterment:

1. Location of the Interment Space.
2. Opening of the Interment Space.
3. Closing of the Interment Space.
4. Removing and, if applicable, reinstalling the Memorial.

The person arranging the Disinterment must arrange all other necessary services from another service provider, including removing the Human Remains from the Interment Space, replacing Interment containers if necessary, transporting the Human Remains and interring the Human Remains in the new Interment Space, wherever located.

#### **1108. The Cemetery May Correct Errors.**

HUC reserves and shall have the right to correct any errors that may be made by it in making an Interment, a Disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) selected by HUC. Alternatively, HUC, in its sole discretion, may refund the greater of the amount of money paid on account of the purchase of the Interment Rights or the current sale price of the Interment Rights, Merchandise or services to which the error relates.

If the error involves the Interment of the Human Remains in an incorrect location, HUC reserves and shall have the right to remove and transfer such remains to the correct location or to a similar location of comparable value selected by HUC. HUC shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this section.

#### **1109. Interments Prohibited on Sundays and Holidays.**

Interments shall not be conducted at the cemetery on Sundays and on the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day without HUC approval.

### **XII. INSTALLATION OF MEMORIALS BY AN INDEPENDENT THIRD PARTY**

#### **1201. Notice to Cemetery.**

A contractor must provide the cemetery with at least seven business days' prior written notice of the intent to install a Memorial at the cemetery or such lesser notice as the cemetery deems acceptable. The notice shall also contain the color, type and size of the Memorial, the material, the inscription, and the full name and Interment date of the person interred in the Interment Space. Upon completion of the installation, the contractor shall immediately leave notice at the cemetery's office indicating that the Memorial has been installed and all work related to the installation is complete.

#### **1202. Damage to the Cemetery Grounds.**

A person installing a Memorial shall be responsible to HUC for any damage caused to the cemetery grounds, including roadways, other than normal use.

#### **1203. General Requirements.**

1. Installation work shall cease during any nearby funeral procession or memorial service.

2. Installation work shall be done during the cemetery's normal weekday hours (9:00 a.m. to 4:00 p.m.) or at such other times as may be arranged with the Cemetery.
3. A person selling a Memorial shall review the rules of HUC to ensure that the Memorial will comply with these rules prior to ordering or manufacturing the Memorial. A Memorial must comply with these Rules and Regulations. In the event of noncompliance, the person installing the Memorial is responsible for removal of the Memorial and shall pay any reasonable expenses of the cemetery in connection with the Memorial's removal.
4. The installer shall follow the cemetery's instructions regarding the positioning of the Memorial.
5. During the excavation, all sod and dirt shall be carefully removed with no sod or dirt left on the Interment Space except the amount needed to fill the space between the Memorial and the adjacent lawn.
6. The installer shall carefully fill in any areas around the Memorial with topsoil or sand, in accordance with HUC's written instructions.
7. The installer shall remove all equipment and any debris which has accumulated during installation of the Memorial.
8. The installer shall check to see if any adjacent Memorials have become soiled or dirty during installation of the Memorial and, if so, clean the adjacent Memorials.
9. If the installer damages any property at the cemetery, the installer shall notify the cemetery immediately. The installer shall repair the damage as soon as possible, upon approval by HUC.
10. The installer shall submit annually proof of workers' compensation insurance and liability insurance sufficient to indemnify HUC against claims resulting from the installation of the Memorial. Proof of liability insurance in an amount of one million dollars or more will be presumed to be sufficient in amount.
11. HUC may inspect the installation site of a Memorial at any time. If HUC determines that cemetery rules are not being followed during the installation, HUC may order the installation to stop until the infraction is corrected.
12. HUC will provide written notice to the installer as soon as possible if HUC believes that any of the following have occurred:
  - a. The Memorial has not been installed correctly.
  - b. The person installing the Memorial has damaged property at HUC.
  - c. Other cemetery requirements for installation have not been met, such as removal of debris or equipment.

13. HUC shall inspect Memorials installed by outside contractors.
14. If a Memorial sinks, tilts, or becomes misaligned within twelve months of its installation and HUC believes the cause is faulty installation, HUC shall notify the person who installed the Memorial in writing and the person who installed the Memorial shall be responsible to correct the damage, unless the damage is caused by HUC or its agents.

### **XIII. GENERAL PROVISIONS**

#### **1301. Notice and Copies.**

A copy of these Rules and Regulations shall be made available for inspection and purchase at HUC's office. Copies will be sold to interested persons at a reasonable cost. Owners are entitled to one set, and any amendments, without charge.

#### **1302. Right to Revoke or Amend Rules.**

HUC hereby reserves the right, at any time or times and without notice, to adopt new Rules and Regulations or to amend or repeal any existing rule or regulation.

#### **1303. Exceptions and Waivers.**

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. HUC reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

The rules and regulations of the Union cemetery are intended to be interpreted in a manner that is consistent with current law. To the extent that the rules and regulations are inconsistent with law (as the result of amendments to law or otherwise), the law shall prevail over the rules and regulations.

### **XIV. DONATIONS**

#### **1401. Donations to Hillgrove Union Cemetery**

Charitable contributions to Hillgrove Union Cemetery are encouraged and are tax-deductible. All gifts to the cemetery will be used for a public purpose in support of its operation.

#### **1402. Donor Guidelines**

Donors are asked to provide a written letter to the Board of Trustees of their intention to make a contribution to Hillgrove Union Cemetery and detail the type of gift they want to provide. The donation letter will be routed to the Cemetery Superintendent by email or paper correspondence.



If the contribution is an interment space or spaces, donors are asked to provide documentation of the interment rights (interment space ownership) in the form of a deed or bill of sale. If the donor cannot produce the documentation for any reason, the Cemetery Superintendent will verify ownership with cemetery records. The Cemetery Superintendent will also confirm that the space or spaces are unoccupied.

#### **1403. Cemetery Duties**

After review of the proposed donation, the Cemetery Superintendent will recommend action to the Board of Trustees. The Board will accept all donations by motion at their regular meeting.

The Chair of the Board will issue a letter to the donor that includes:

- 1) confirmation of receipt of the donation, including the date of Board action,
- 2) current monetary value of the donation,
- 3) current Internal Revenue Code citation that authorizes tax deductions for gifts to governmental units,
- 4) confirmation that the cemetery is a statutory creation of two governmental units,
- 5) confirmation that the donation will be used for a public purpose, and,
- 6) the cemetery's EIN number, the equivalent of non-profit federal I.D. number.

#### **1404. Rights of the Cemetery**

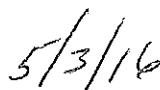
The donation process, as outlined in section XIII, has been instituted to provide a timely response to potential donors. Potential donors should be made aware of the Board's monthly meeting schedule and are encouraged to communicate with the Cemetery Superintendent throughout the process.

It is within the sole discretion of the Board of Trustees to accept or reject all proposed donations. The Board of Trustees reserves the right to deny a donation for any reason.

Adopted:



Mike McCabe, President



Date



## Appendix A

### Hillgrove Union Cemetery Price List

|   |            |
|---|------------|
| Adult Interments  | \$ 650.00  |
| Child Interments (up to 3 ft.)                              | \$ 350.00  |
| Infant Interments   | \$ 200.00  |
| Cremation Interments  | \$ 300.00  |
| Vaults required for Cremation Interments                    | \$ 150.00  |
| Mausoleum Entombments                                       | \$ 325.00  |
| <br>  |            |
| *Adult Disinterment (plus cost of crane)                    | \$1,200.00 |
| *Child Disinterment   | \$ 450.00  |
| *Infant Disinterment  | \$ 200.00  |
| *Cremation Disinterment                                     | \$ 350.00  |
| *Disentombments   | \$ 700.00  |
| <br>  |            |
| *Monday through Friday Only                                 |            |
| <br>  |            |
| Saturday Fees - Additional Charges                          |            |
| Interments before noon                                      | \$ 300.00  |
| Interments after noon                                       | \$ 500.00  |
| Funerals after 2:00 must receive permission from management | \$ 800.00  |
| <br>  |            |
| Lot Sales   |            |
| Single Grave  | \$ 750.00  |
| Double Grave  | \$1,500.00 |
| Family Graves (8)   | \$6,000.00 |
| <br>  |            |
| Veterans Marker Installation                                | \$ 150.00  |
| Foundation Removal  | \$ 150.00  |
| Foundation Charge per sq. inch                              | \$ .60     |
| Example 40 x 14 x .60 = \$336.00                            |            |
| <br>  |            |
| Deed Transfer   |            |
| <br>  |            |
| Repurchase Administrative Fee 10% of original sale price    |            |

## Appendix B

All weekday (Monday through Friday) interments entering the Cemetery between 3:00 – 3:30 p.m. will be an additional charge of \$150.00; after 3:30 p.m. will be an additional charge of \$250.00. Internments after 4:00 p.m. weekdays must receive permission of the Cemetery management, and if granted, will be an additional charge of \$300.00

All Saturday interments will be an additional charge of \$300.00 for funerals that enter the Cemetery before or at 12:00 noon. After 12:00 noon, the additional charge is \$500. Funerals after 2:00 p.m. on Saturday's must receive permission of the Cemetery management, and will cost an additional \$800.00.

All Sunday and holiday (including Christmas and New Year's Eve) interments must receive permission of Cemetery management. If granted, there will be an additional charge of \$500.00; funeral must enter Cemetery before 1:00 p.m.