

# RULES AND REGULATIONS OF OAK RIDGE CEMETERY

APPROVED AND ADOPTED BY THE  
OAK RIDGE CEMETERY BOARD OF MANAGERS

Revised May 19, 2020

## INDEX

Purpose.....	6
Definitions .....	7 - 9
<b>General Supervision of Cemetery .....</b>	<b>10 - 12</b>
Admission to Cemetery	
Cemetery Management in Charge of Funeral	
Chapel – Management in Charge of	
Foundations – Pouring	
Graves – Digging	
Management Shall Control Improvements	
Records of Cemetery	
Work to Be Done by Cemetery	
<b>Burials and Removals.....</b>	<b>12 - 23</b>
Authorization Required	
Burial in Church or Lodge Lots	
Burial of More than One Body	
Burial – 2 <sup>nd</sup> right cremation burial	
Burial – Not Permitted unless Property Paid For	
Casket Container Standards	
Casket Dimensions – Maximum	
Casket Not to Be Opened	
Change of Address	
Container Installation	
Container – Outside	
• Structural Design and Strength	
• Dimensions	
• Material	
Disinterment	
Embalming	
Errors May Be Corrected	
Fees, Gratuities and Commissions	
Holidays	
Identity	
Indebtedness – Past Due	
Index - continued	
Interments – Delays in	
Interment of Pets	

Index - continued

Interment – Right of Descent  
Interment Space – Location  
Inurnment Container Specifications  
Laws  
Liability – No Liability for Damage during Removal  
Lot – May Obtain Larger Lot  
Lot Sale Path  
Lot Sale Policy  
Lot Owners – Property Rights of  
Notice  
Advance Cremation Services Scheduling  
Protection against Loss or Damage  
Right to Replat, Regrade, and Use Property  
Removal for Profit Prohibited  
Scattering  
Services Charges – Payment of  
Statement of Employees and Sales Agents  
Substitution in the Event of Non-Availability  
Substitution in the Event of Pre-Development or Pre-Construction  
Substitution in the Event of Size  
Time and Charges  
Telephone Orders  
Warranties

**Conduct of Persons within the Cemetery .....28 - 32**

Advertising and Notices  
Cemetery Hours – Grounds and Office Open  
Children  
Conduct  
Consumption within Cemetery  
Firearms  
Improprieties  
Limitations – Other  
Loitering Prohibited  
Pets  
Rubbish  
Rules – Enforced by  
Smoking  
Soliciting or Peddling  
Trespassers on Cemetery

Index - continued

Vehicles

Walkways – Use of

**Cemetery Memorial Regulations .....32 - 40**

Cemetery – Not Responsible

Craftsmanship – Bronze

Design and Finish

Errors in Placing of Memorials

Materials

Memorial Installation

Memorials – Granite

Miscellaneous

Oversized marker/monument

Producers and Retail Dealers

**Decorations .....40 - 42**

Certain Ornaments Prohibits

Certain Ornaments Prohibited in Mausoleum

Clean Up

Floral Decorations

Floral Regulations

Floral Regulations – Mowing Season

Floral Regulations – Non-Mowing Season

Plantings

Potted Flowers

Removal of Floral Arrangements in Chapel Mausoleum

**Endowment and Special Care .....43 - 45**

Endowment Care – Deposit

Endowment Care Exceptions

Endowment Care – Expenditure Limited to Income

Endowment Care – Funds Deposit with Others of Like Character

Endowment Care of Lots

Endowment Care – Lots and Spaces Not Having Endowment Care

Endowment Care and Special Care Funds – Investment of

Index - continued

Management to Direct Expenditures

Special Care – By Agreement Only

**Transfer or Assignment** .....45 - 56  
    Indebtedness  
    Interment Rights Conveyed by Deeds  
    Recording of Lots and Burials  
    Transfer and Assignments

**Modifications and Amendments**.....47  
    Amendments  
    Exceptions and Modifications  
    Servability  
    Coroner's Inurnment  
    Private Mausoleum's & Crypts

**RULES AND REGULATIONS**  
**OF**  
**OAK RIDGE CEMETERY**

For the mutual protection of every lot purchaser in the cemetery, Oak Ridge Cemetery hereby adopts the following rules and regulations. All property owners of interment rights and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by Oak Ridge Cemetery from time to time. Any reference to these rules and regulations in the contract, deed, or certificate of ownership to interment rights shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of Oak Ridge Cemetery and the collective owners of burial rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect and preserve the beauty of Oak Ridge Cemetery.

These rules and regulations are hereby adopted as the rules and regulations of Oak Ridge Cemetery and all owners of burial rights, visitors, and contractors performing work within the cemetery, shall be subject to said rules and regulations. The cemetery expressly reserves the right, at any time and without notice, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations. Oak Ridge Cemetery has entire charge of the cemetery and is authorized to enforce all rules and regulations as adopted.

The rules and regulations shall be on file in the cemetery office, and copies shall be made available to interested parties on written request, and payment of administrative fees associated therewith. The cemetery reserves the right to provide these rules and regulations within ten days of written notice.

## **DEFINITIONS**

“Box” means a grave liner or permanent outside container, consisting of a one piece box, and a one piece lid, which is not sealed.

“Burial” or “Buried” means the act or result of interment, entombment, or inurnment.

“Cemetery” means the burial park, for earth interments; the lawn crypts and community mausoleum, individual mausoleum, for crypt or vault interments; and the columbarium, or individual niches for cinerary interments. In these Rules and Regulation it specifically means Oak Ridge Cemetery.

“Contractor” means any person, firm, or corporation engaged in setting any vault or memorial, or performing any other work on the cemetery grounds, other than an employee of the cemetery.

“Cremation” means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

“Crypt” means a space in a mausoleum or in the ground where lawn crypts are placed of sufficient size used, or intended to be used, to entomb cremated or embalmed remains.

“Endowment Care Fund” means the trust fund established by the cemetery for the purpose of care and maintenance of the cemetery grounds and improvements thereon.

“Entombment” means the disposition of human remains in a mausoleum crypt or lawn crypt.

“Entombment right” means the right to place individual human remains or individual cremated human remains in a specific mausoleum crypt or lawn crypt selected by the consumer for use as a final resting place.

“Grave” means a space of ground in a burial park used, or intended to be used, for the burial of human remains.

“Interment” means the disposition of human remains by earth burial, entombment, or cremation and inurnment.

“Interment right” means the right to place individual human remains or cremated remains in a specific interment space within the cemetery selected by the consumer for use as a final resting place, and subject to the limitations set forth herein.

“Interment services” means the opening and closing of a particular interment space.

“Interment space” means the particular grave, crypt, niche, or lawn crypt within the cemetery to which a particular interment right relates. An owner of an interment right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the cemetery.

“Inurnment” means placing cremated human remains in an urn and placing in a niche, or in the ground.

“Inurnment right” means the right to place individual cremated human remains in a specific niche selected by the consumer for use as a final resting place.

“Lawn Crypt” means a permanent underground crypt usually constructed of reinforced concrete or similar material installed in multiple units for the entombment of human remains.

“Lot” means the same as Plot.

“Management” means the Board of Managers and Executive Director of Oak Ridge Cemetery.

“Marker” means a memorial of granite and/or bronze and/or bronze on granite placed level with the grade.

“Mausoleum Crypt” means a space in a mausoleum used or intended to be used above or under ground, to entomb human remains.

“Memorial” means a marker, monument, vase, crypt or niche name plate for the purpose of identification or in memory of the interred.



“Monument” means a memorial of granite that extends above the surface of the lawn and has a base and die.

“Niche” means a space used, or intended to be used, for interment of cremated remains.

“Outer burial container” means the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.

“Owner” means the owner of an interment right or rights within the cemetery, as reflected in the records of the cemetery.

“Plot” means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one, or more than one, adjoining grave and or space, one or more than one adjoining crypt or one or more than one adjoining niche.

“Space” means the space on a lot for the interment of one human remains.

“Vault” means a permanent outside container of grade better than a two piece box, which is sealed.

## **GENERAL SUPERVISION OF CEMETERY**

### **ADMISSION TO CEMETERY**

The cemetery management reserves the right to compel all persons coming into the cemetery to obey all Rules and Regulations adopted by the cemetery. The cemetery management further reserves the right to refuse admission to anyone not an interment right owner or relative of a person buried in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.

### **CEMETERY MANAGEMENT IN CHARGE OF FUNERAL**

All funerals, on reaching the cemetery, shall be under the supervision of the management. The management is hereby empowered to enforce all Rules and Regulations and to exclude from the cemetery any person violating the same. The management and its assistants shall have charge of the grounds and buildings and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, interment right owners, and invitees.

### **CHAPEL – MANAGEMENT IN CHARGE OF**

All arrangements for any service in the chapel must be under the supervision and control of the management.

### **FOUNDATIONS – POURING**

The cemetery and its employees reserve the right to pour all foundations for memorials in the cemetery.

### **GRAVES – DIGGING**

The cemetery and its personnel reserve the right to open and close all graves in the cemetery, for interments and disinterments.

## **MANAGEMENT SHALL CONTROL IMPROVEMENTS**

The cemetery shall have the sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the cemetery. All improvements or alteration of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner, at any time.

The management reserves the right to remove from any lot anything that it deems unsightly, or which in any way conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best, and without notice to any interested party.

## **RECORDS OF CEMETERY**

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by Oak Ridge Cemetery are the sole and exclusive property of Oak Ridge Cemetery. Only Oak Ridge Cemetery employees have access to these permanent documents. Except where disclosure is required pursuant to the Illinois Freedom of Information Act, information contained therein is for the exclusive use of management, and shall be disclosed, as management deems proper. Record requests may be subject to an administrative fee, which may be charged from time to time by management.

## **REMOVAL OF OFFICIAL RECORDS**

No Oak Ridge Cemetery official records shall be removed from the Oak Ridge Cemetery Office without Board approval as well as no official record shall be altered or damaged in any manner.

## **WORK TO BE DONE BY CEMETERY**

No persons, other than the duly authorized employees of the cemetery, shall be allowed to perform any work within the cemetery without explicit authorization issued by the cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.

All grading, landscape work and improvement of any kind, and all care on lots shall be done and all trees and shrubs and ground cover of any kind shall be planted, trimmed, cut or removed only by the management and appropriate City of Springfield employees. All infrastructure improvements shall be completed after approval of management.

All openings and closings, all interments and removals, and every aspect of the disposition of human remains shall be done by the management, exclusively.

All locating of memorial sites, all determination of size and digging of foundations, all pouring of foundations, and all aspects of preparing foundations for memorializations shall be done by the cemetery, exclusively.

## **BURIALS AND REMOVALS**

### **AUTHORIZATION REQUIRED**

The management reserves the right to refuse interment or removal, except on written application by the legal representatives or proper authorities. No interment shall be permitted nor shall a body be received unless the proper authorization is furnished prior to disposition.

### **BURIAL IN CHURCH OR LODGE LOTS**

Where a lot is owned by a church, synagogue, lodge or other society, interments shall be limited to the actual members of that organization, and to their husbands or wives, and to immediate members of families of members, or in accordance with the Rules and Regulations spelled out in writing by the organization.

## **BURIAL OF MORE THAN ONE BODY**

Not more than one body, or the remains of more than one body, shall be buried in one grave, vault, crypt, or niche, unless such grave, vault, crypt, or niche has been purchased with the written agreement that more than one body, or the remains of more than one body, may be buried therein. In the event the cemetery elects to allow the interment of more than one human remains in a particular interment space, the cemetery shall charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided. The management must approve these second or third rights of interment or inurnment. The family and the funeral home must provide all pertinent information regarding each interment, inurnment or entombment, and appropriate signatures must be provided for each burial. The cemetery will maintain a separate interment record for each interment, inurnment or entombment. No more than three interments per space are allowed, as approved by management. These interments can be two full casket interments, if the first interment is extra deep, and an inurnment; one full casket interment and two inurnments; or three inurnments of cremated remains. No pet remains may be interred with human remains.

## **BURIAL – 2ND RIGHT CREMATION BURIAL**

A cremation receptacle cannot exceed 12 inches in height when there is a full size burial in the same grave space.

## **BURIAL - NOT PERMITTED UNLESS PROPERTY PAID FOR**

No burial, interment, entombment or inurnment shall be permitted or memorial placed in or on any property until space, crypt or niche is paid for, except by special consent of management in writing in each and every case. In the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as an encroachment. A note shall not be considered as payment and no rights shall be acquired by the lot purchaser of said property until such property is fully paid for in cash, including principal and interest. In case the purchaser of said property shall fail to meet all payments within thirty (30) days after the same are demanded by the management, then the management may re-enter said property and hold the same as of its former estate. The management, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such

property as liquidated damages. The management reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the management, each of the remains then interred in said property. The management, further, shall have the right to remove any memorial that may have been placed on said property. The management shall hold the delinquent purchaser responsible for any and all legal fees incurred by management in the process of trying to collect all due the cemetery, including principal and interest.

### **CASKET CONTAINER STANDARDS**

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased. A full enclosure “dome” or top piece so constructed that in its closed position it completely shields the remains from view at all times, with a rigid bottom, substantial enough not to deflect under the weight of an adult human body shall be required. The management reserves the right to make exceptions for special conditions, oversized or overweight deceased persons, children, limbs, or pathological tissues and other reasons determined by the management.

All babies or stillborn births, whether interred in Babyland or on any other interment right in the cemetery shall be in a retrievable container. Receptacles of biodegradable materials shall not be permitted.

All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the cemetery. The management may, at its discretion, require that mausoleum entombments be in a casket or alternative container, or other container approved by the cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

### **CASKET DIMENSIONS - MAXIMUM**

Maximum casket dimensions for Chapel Mausoleum crypts shall be 25” high, 31 ½” wide, and 87” in length.

Maximum casket dimensions for Abbey crypts are 22 1/4" high, 29 1/2" wide, and 87" in length.

### **CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT**

Once the committal service is completed and the casket is ready to be placed, no person shall open the casket or touch the body without the consent of the legal representative of the deceased or an order of a court of competent jurisdiction; provided the management may take appropriate steps to correct any obnoxious or improper condition.

### **CHANGE OF ADDRESS**

It shall be the duty of the lot owner to notify the management of any change in post office address. Notice sent to a lot owner at the last address on file in the office of the cemetery shall be considered sufficient and proper legal notification.

### **CONTAINER INSTALLATION**

No outside container shall be installed without the explicit authorization from the management. In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular space, and in some instance on the entire lot in question.

Any funeral director (licensee) approved by the management or the agent, servant, or employee of the funeral director may be authorized by the management to enter on any section, lot, or space for the purpose of installation of outside containers. To insure compliance with these Rules and Regulations, the funeral director shall obtain explicit authorization from the management for such purpose.

In addition, the licensee shall provide proof of general liability, worker's compensation and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give at least thirty (30) days written notice to the management in the event the insurance is canceled by the licensee.

Outside containers shall be installed at such times as the management may permit, dependent upon committal service and the maintenance activities of the cemetery.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the installation and to insure that the container was not damaged in installation. Upon completion, the management shall inspect the work done, and shall, if necessary, do whatever is necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement, or the management shall prohibit the vault company access to the cemetery until such time as the balance is paid in full. The management shall hold the licensee responsible for any and all legal fees incurred by management in the process of trying to collect all due the cemetery.

Outside container installation requires experience and special equipment. No person, firm, or corporation, other than recognized and approved licensees or the management shall be permitted to install outside containers in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

## **CONTAINER - OUTSIDE**

All burials must be made in a two (2) piece concrete box or vault that is not hinged of type, quality, and construction approved by the management. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults sold by anyone other than the management shall be placed and serviced with the direction of the management or a licensee, which installation shall be supervised by management. However, the management assumes no liability in the placement or handling of such boxes or vaults.

All cremated remains of human bodies shall be buried in a permanent, retrievable container. Inurnment or entombment shall be in a container approved by the management. Short term storage may be permitted as provided in these Rules and Regulations.



Construction shall be such that the container shall resist cracking, puncturing or structural failure as determined by management, which decision shall be conclusive on all third party sellers and installers.

Without limiting the generality of the above, the standards below shall apply to all outside containers:

#### **A. STRUCTURAL DESIGN AND STRENGTH**

1. The container must test favorably at a strength level sufficient to withstand a static uniform load of 4,000 pounds per square foot, applied to the top surface. Such load may not produce a deflection of more than 1/2" on the top surface, nor more than 3/8" on the side walls.
2. There are no specific standards on weight; however design shall incorporate the necessary structural strength at the minimum achievable weight, and the container shall be reasonably impervious to puncturing by the backhoe or other equipment, and shall be of such weight as to avoid buoyancy in the grave space due to water-filled voids.
3. Design contours require that the maximum perimeter dimension be at the bottom of the container so as to preclude any problems of voids in the back filling of the grave.

#### **B. DIMENSIONS**

1. Outside dimensions should not exceed 94 1/2" in length and 34 1/2" in width for 36" graves and 38 1/2" in width for 40" graves for the regular manufacturing standard. Height should provide a 26" inside clearance but limited to the least possible exterior height to achieve this. Unnecessarily high containers require excavation to a greater depth and the potential of increasing the costs of interment to the user.
2. Outer container wall thickness shall be the minimum possible, consonant with the strength requirements previously stated. The outer dimensions of the container are limited to the dimensions stated above, and the inner dimensions shall be sufficient to permit use of practically all caskets.

3. Special sizes are necessary from time to time, either to accommodate a very narrow excavation, or to accommodate a singularly oversized burial. In these cases all other standards but dimensions shall apply.

### **C. MATERIAL**

1. Material used in the construction of a burial container must be impervious to the destructive action of the natural elements contained in the soil which can range from extreme acidic to extreme alkaline conditions. Accelerated tests, designed to simulate fifty years of earthen burial are acceptable in determining the capacity of various materials to withstand solid conditions. The tests must be conducted by a recognized independent testing laboratory, with a copy of the test results provided to management.
2. Approved outer containers of reinforced concrete do not require time acceleration tests since long and extensive experience have provided direct operational data. New concrete containers submitted for approval must simply meet the following standards drawn from this experience.
3. Portland Cement Concrete used in outer containers must meet American Concrete Institute standards for reinforced concrete and shall also meet such standards for concrete curing.
4. Plastic or fiberglass materials are not approved unless such materials meet the static load standard and withstand puncturing or damage from a backhoe or other equipment used in the interment process, and such materials are of such density to prevent movement within the grave space due to buoyancy from water-filled voids. Any such containers shall be tested by the cemetery, and approved by the management, in writing, as a condition precedent to use.

### **DISINTERMENT**

No disinterment or removal shall be made except by the management on request of the person(s) with legal authority to direct the same, or by court order prior to time of removal. At least seventy-two hours notice shall be given prior to any removal. The removal will be made at the convenience of the management, with consideration to inclement weather, weather predictions, and interment schedules. The management may defer an

interment or disinterment until a more appropriate time for any reason. All fees associated with any disinterment shall be paid in full prior to the service being provided.

The cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment. When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the cemetery's specifications must be furnished by the owner or next of kin for the new interment.

The cemetery may require that all persons attending an interment or disinterment remain at safe distance, as determined by the management, from the interment space during the interment or disinterment.

The responsibility of Oak Ridge Cemetery for any disinterment of an outer burial container (Vault), containing remains shall be limited to excavating down to the vault to allow a contracted burial vault company to access the vault for removal. It shall be the burial vault company's responsibility to secure their removal device to the vault, as well as responsible for removing the vault from the excavation and relocating it to a site contracted by the party authorizing the disinterment. The disinterment fee charged by Oak Ridge Cemetery only provides for excavation as listed above. All other fees, including, re-interment, burial vault company fees, Funeral Director fees and any other fees/costs associated with the disinterment shall be the responsibility of the party authorizing the disinterment or their agent.

Oak Ridge Cemetery responsibility for disinterment of remains not contained within burial vaults, or caskets will be limited to excavating to the remains, which will become the responsibility of a licensed funeral director for removal, as well as for which the Oak Ridge prevailing disinterment fee will be assessed. Any additional services/fees will be paid by authorizing party or their agent.

Disinterments require a disinterment permit, a licensed Funeral Director to oversee the disinterment, and a burial vault company to remove and relocate the vault. All associated costs with these requirements are separate from the Oak Ridge Cemetery disinterment fee and are assessed to the authorizing party or their agent.

## **EMBALMING**

Because of health reasons and the possibility of obnoxious odor, no entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided, however, that the cemetery may, in its discretion, decide to allow entombments of unembalmed human remains if the casket containing such remains is placed in an outside container acceptable to the cemetery, which container is constructed and designed to resist the leakage of body odors and fluids.

Management shall not be liable for the cost of said container or for embalming the body. Whether the body is embalmed, or allowed by the management not to be embalmed, the cemetery shall assume no financial responsibility for correcting any fluid leakage or obnoxious odor that might occur. The management shall, and reserves the right unto itself, charge the responsible parties for the cost of rectifying the leakage or odor.

## **ERRORS MAY BE CORRECTED**

The management reserves, and shall have, the right to correct any errors that may be made by it either in making burials or removals, or in the description, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property, of equal value and similar location as far as possible, or as may be selected by the management, or by refunding the amount of money paid on account of said purchase. In the event the error shall involve the burial of the remains of any person in such property, the management reserves, and shall have, the right to remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name and/or date, either on the memorial or on the container for cremated remains. The cemetery shall have no liability as a result of any errors of the type described herewith other than its obligation to take the remedial actions described.

## **FEEES, GRATUITIES AND COMMISSIONS**

No person, while employed by the cemetery, shall receive any fee, gratuity, or commission, except from the cemetery, either directly or indirectly, under penalty of immediate dismissal.

## **HOLIDAYS**

As a municipal cemetery, the holidays observed by the City of Springfield will be observed by the cemetery. These include, but are not limited to, days in observance of New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Day before or after Christmas, and Christmas Day.

When any holiday falls, or is observed, on a Saturday or Monday, arrangements for an interment must be provided by the last weekday preceding the holiday.

## **IDENTITY**

The management assumes no duty for identity of the remains of the deceased, and can give no assurance that the remains interred are that of the person shown on the interment authorization executed and delivered to the management. The management relies upon the representation of family, funeral director, or others making such statements of identity for interment authorization, burial permits, or death certificates, and shall have no obligation to independently establish or verify the identity of the remains.

## **INDEBTEDNESS – PAST DUE**

Arrangements for the payment of any and all indebtedness due the management must be made before interment shall be made. No merchandise or other services shall be provided or any merchandise installed until all charges due the management are paid.

## **INTERMENTS – DELAYS IN**

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the Rules and Regulations have not been complied with, or because of strikes, the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority. The management further reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined, and the protest or noncompliance has been resolved. The management

further reserves the right to impose reasonable fees for such temporary holding. Any protest must be in writing and filed in the office of the cemetery. All bodies placed in receiving vaults shall be embalmed.

### **INTERMENT OF PETS**

No pets shall be interred in the cemetery, either alone or with human remains.

### **INTERMENT – RIGHT OF DESCENT**

If no interment is made in an interment lot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the lot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the interment rights descend to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse provided for in these Rules and Regulations.

### **INTERMENT SPACE – LOCATION**

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the management may, in its discretion, open it in such location in the plot as it deems best and proper, so as not to delay the funeral; and the management shall not be liable in damages for any error so made.

### **INURNMENT CONTAINER SPECIFICATIONS**

All cremated remains to be inurned in the cemetery shall be placed in a sealed, retrievable container of a type, quality and construction approved by the management. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted.

### **LAWS**

In addition to being subject to these Rules and Regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state.

## **LIABILITY – NO LIABILITY FOR DAMAGE DURING REMOVAL**

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

## **LOT – MAY OBTAIN LARGER LOT**

A body, or cremated remain, may be removed from its original burial site to a site of equal or greater value in the cemetery when there has been an exchange or purchase for that purpose. Consent from responsible parties at the time of death shall be obtained. When a single grave has been donated by the cemetery, the grave space reverts back to the cemetery.

## **LOT SALE PATH**

A space in a path cannot be purchased without the approval of Cemetery Management. If a path space is purchased, flush markers are the only memorialization option available.

## **LOT SALE POLICY**

All Interment rights on pinned or platted lots within Oak Ridge Cemetery are considered “For Sale” unless determined by Oak Ridge Cemetery to be unusable due to physical barriers such as trees, roots, infrastructure, utilities, etc. No useable lots or blocks may be held, reserved or restricted for the convenience of any family or individual, unless that family or individual owns the interment rights for said lot(s) or block. Oak Ridge Cemetery may at its’ discretion allow a maximum of a 30 day “courtesy hold” without a deposit, on a lot(s) for a family needing time to make a purchase decision.

## **LOT OWNERS – PROPERTY RIGHTS OF**

Only the right to inter is conveyed. Oak Ridge Cemetery retains all other interest in the space, crypt, or niche conveyed. All interment rights conveyed to individuals are the sole and separate property of the owner named in the instrument of conveyance.

Successors in interest shall be determined as follows: The spouse of an owner of any lot containing more than one interment space has a vested right of interment of his/her remains in the lot and any person thereafter becoming the spouse of the owner has a vested right of interment of his/her

remains in the lot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

No conveyance or other action of the owner without the written consent of joinder of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the lot conveyed. Upon the death of a joint tenant, the title to the lot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the lot is complete authorization to the cemetery to permit the use of the unoccupied portions of the lot by the person entitled to the use of it.

An affidavit by any person having knowledge of the facts setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenants named in the deed to any lot, when filed with the cemetery, is complete authorization to the cemetery to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenants or their successors in interest.

When there are several owners of a lot, or of right of interment in it, they may designate one or more persons to represent the lot and file written notice of designation with the management. In the absence of such notice or of written objection to its so doing, the cemetery is not liable to any owner for interring or permitting an interment in the lot upon the request or direction of any co-owner of the lot.

No vested right of interment gives to any person the right to have his/her remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment have been interred, without acquisition of a second/third right of interment.



## **NOTICE**

Twenty-four hours notice, Sundays and Holiday excluded, must be given to the management before any burial. The management is authorized to refuse interment in, or the erection of any memorial work on any lot against which there is an unpaid balance or no endowment care.

No disinterment or removal shall be made except by the management on request of the person(s) with legal authority to direct the same, or by court order prior to time of removal. At least seventy-two hours notice shall be given prior to any removal. The removal will be made at the convenience of the management, with consideration to inclement weather and weather predictions. The management may defer an interment until a more expedient time for any reason.

Advance Cremation Services Scheduling – Cremation services may not be scheduled earlier than 2 weeks (14 Days) in advance. (Added 9/25/2018)

## **PROTECTION AGAINST LOSS OR DAMAGE**

The management shall have the right to maintain guard at the cemetery at any time of its choosing. The management shall have no liability for loss or damage and especially from damage caused by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human remains, under any circumstances.

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

The management shall have the right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise change all or any part, portion or subdivision of the property hereby mapped and platted, including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, and amend maps or plats, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the interment of human remains or other cemetery purposes, together with easements and right of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipeline, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes.

The management shall have the right to use cemetery property not sold to individual lot owners for the burial of human remains, or for anything necessary, incidental or convenient thereto. The management reserves to itself the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

### **REMOVAL FOR PERSONAL GAIN PROHIBITED**

Removal of a body or cremated remains so that a space, lot, crypt, or niche may be sold or used for personal gain is not allowed. Removal contrary to the express or implied wish of the original owner is forbidden, unless the cemetery is directed to do so by court order.

### **SCATTERING**

The scattering of cremated remains is prohibited both on common cemetery property and on grave spaces/lots where interment rights are owned. All cremated remains are to be interred in retrievable containers, with complete cemetery records afforded for each inurnment.

### **SCHEDULING A SERVICE**

Services are scheduled to accommodate the family and the clergy in a time frame where both the funeral home and the cemetery can best serve the family. The cemetery cannot properly serve a family if multiple services are scheduled for the same area at the same time. Prior to scheduling a burial the funeral home must contact the cemetery or designated cemetery personnel to assure that the cemetery can accommodate the service at the time desired. Services cannot be scheduled without the concurrence of all parties.

### **SERVICE CHARGES – PAYMENT OF**

The charges for the cemetery service must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made with the management prior to the service, and proper signatures obtained on any documentation the management may require.

## **STATEMENT OF EMPLOYEES AND SALES AGENTS**

The contract, deed, and these Rules and Regulations, and any amendments thereto shall be the sole and only agreement between the cemetery and the lot owner. The statements of any employee and/or sales agents shall in no way bind the management.

## **SUBSTITUTION IN THE EVENT OF NON-AVAILABILITY**

The cemetery reserves the right to substitute merchandise of equal generic quality in the event a particular grade of merchandise, brand name or trade name is no longer available.

## **SUBSTITUTION IN THE EVENT OF PRE-DEVELOPMENT OR PRE-CONSTRUCTION**

If it becomes necessary for a person to use a pre-developed or pre-constructed interment site for interment prior to the completion thereof, the management, at its option, shall have the right to substitute the same number of available sites, to be selected by the legal representatives from options provided by management, of a quality equivalent to the standard ground burial, or the remains may be temporarily interred by the management until the pre-developed and pre-constructed site is completed, at which time the remains shall be removed from temporary interment and permanently interred in the contracted site.

## **SUBSTITUTION IN THE EVENT OF SIZE**

Spaces and crypts are laid out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces or crypts, then the management reserves the right to relocate the human remains, and to substitute the interment site and merchandise to accommodate such circumstances.

## **TIME AND CHARGES**

All burials and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the management. All charges shall be paid a minimum of twenty-four hours in advance of the

service, or arrangements satisfactory to the management made for their payment. Additional charges shall be made on burials occurring other than at authorized hours and for standard rates.

### **TELEPHONE ORDERS**

The management shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in the lot where interment is desired.

### **TRANSFER OF INTERMENT RIGHTS**

Transfers of interment rights are accomplished through the execution of a Quit claim. This Quit Claim must be approved by the Board of Managers at their monthly meeting. Burials cannot be made on interment rights that have not been duly transferred with an approved Quit Claim that has been filed with the City Clerk.

### **WARRANTIES**

No express or implied warranties are given with respect to burial rights conveyed to the owner, including but not limited to, suitability for a particular use, or other qualities of memorials, markers, monuments, outer burial containers, or crypts. No agent, servant, employee, or representative of the cemetery has the authority to alter this disclaimer. To the extent that any express or implied warranty may be given or extended by the manufacturer or supplier, then the cemetery assigns to the Owner any such representations or warranties for the purpose of providing privity with said manufacturer or supplier.

### **CONDUCT OF PERSONS WITHIN THE CEMETERY**

#### **ADVERTISING AND NOTICES**

No advertising, notices, or signs of any kind shall be allowed in the cemetery, unless placed by the management.

## **CEMETERY HOURS – GROUNDS AND OFFICE OPEN**

The cemetery is open April 1st thru August 31st: 7:00 a.m. - 8:00 p.m. September 1st thru March 31st: 7:00 a.m. - 5:30 p.m. The cemetery office is open Monday through Friday from 8:00 a.m. until 4:30 p.m. The cemetery and/or office may be opened or closed any additional times as authorized by the management. Any person found on the grounds after the cemetery gates are locked may be considered a trespasser. All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

There shall be no event/activities scheduled to take place within the cemetery grounds during hours when gates are closed, with the exception of Management and Board approved Charitable or Not-For-Profit Events. A written agreement signed by both cemetery management and event sponsor will be required, prior to the event, stipulating all terms and conditions. Interments/inurnments outside of normal cemetery operating hours will be subject to approval by cemetery management. Beyond the above provisions, access to cemetery grounds during gate closure times shall be restricted to cemetery staff, IDNR staff, and law enforcement. (2/2019)

## **CHILDREN**

Children under sixteen (16) years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by an adult, or with specific permission of the management.

## **CONDUCT**

Boisterous or unseemly conduct that would disturb the quiet and good order of the cemetery shall not be permitted in the cemetery, or in any of its buildings. Walking, jogging, and bicycling are permitted on streets and roads during times the cemetery gates are open.

## **CONSUMPTION WITHIN CEMETERY**

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

## **FIREARMS**

No firearms shall be permitted within the cemetery except on special permit from the management or duly constituted authorities. Management permits exceptions to this for law enforcement personnel, U. S. military honor guards at military committal services and the Reactivated Civil War Units during flag lowering ceremonies at Lincoln's Tomb.

## **IMPROPRIETIES**

It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

## **LIMITATIONS – OTHER**

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or disturbing birds or other animal life.

The cemetery 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 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. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the cemetery.

## **LOITERING PROHIBITED**

No person shall be permitted to loiter in the cemetery, or in any of its buildings.

## **PETS**

No pets shall be permitted in the cemetery except on a leash and in the control of the owners. Owners walking dogs in the cemetery are expected to carry supplies to pick up any solid waste left by their animal on cemetery

property, and remove this waste from the cemetery entirely. Guide dogs for the visually impaired are permitted.

## **RUBBISH**

The throwing of rubbish on the roads, drives, paths, parking lots, or on any part of the grounds, or in the buildings, is prohibited.

## **RULES – ENFORCED BY**

The management, its employees, and all others designated by management are hereby empowered to enforce all Rules and Regulations, and to exclude from the property of the cemetery any person violating the same. The management shall have charge of the ground and buildings, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners, tourists, and visitors.

## **SMOKING**

Anyone smoking on the grounds of the cemetery is expected to make sure the tobacco is extinguished properly. Smoking in the public buildings is prohibited.

## **SOLICITING OR PEDDLING**

Soliciting or peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery, except with the expressed permission of the management. No sign indicating that a space, lot, crypt, niche, or other structure is for sale will be permitted on the grounds.

## **TRESPASSERS ON CEMETERY**

The management deems the cemetery to be sacred and must be treated accordingly by all who visit. The right is reserved by management to refuse entrance to any person, to expel from the grounds anyone violating the rules, and to refuse admittance of any material or merchandise.

## **VEHICLES**

Vehicles shall not be driven through the grounds of the cemetery at a speed greater than twenty (20) miles per hour, and must be kept on the right hand

side of the cemetery roadway. Vehicles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. Vehicles are prohibited on common cemetery green property and on all walks.

No unlicensed vehicles are permitted in the cemetery, unless owned by the cemetery and operated in performing the duties of the cemetery, without written authorization of the management.

### **WALKWAYS – USE OF**

Persons within the cemetery grounds shall use only the streets, avenues, walks, easements, and roads, and any person injured while walking on the grass or while on any portion of the cemetery other than the streets, avenues, walks, easements, and roads shall in no way hold the cemetery liable for any injuries sustained.

### **CEMETERY MEMORIAL REGULATIONS**

Grave markers will be placed at the head of a grave unless otherwise approved by cemetery management.

### **APPROPRIATE MATERIALS**

All monuments, markers and vases must be made of first grade granite or bronze.

### **CEMETERY – NOT RESPONSIBLE**

The management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, riots, or orders of any military or civil authority, whether the damage be direct or collateral (other than as herein provided.)

### **CRAFTMANSHIP – BRONZE**

Memorials shall be free from scale, sand holes, pits, pinholes and other imperfections, which mark the appearance of or impair the usefulness and



stability of the finished memorial tablet. All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be handchased, tooled and burnished appropriately for a memorial tablet.

## **DESIGN AND FINISH**

1. Memorial dealers shall be required to furnish the management for approval a blue print or sketch of the proposed memorial, specifying size, location on lot, inscription, quality of stone, and the name of the producer furnishing said stone.
2. Management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kin or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed.
3. The management reserves the right to stop all work of any nature, whenever, in its opinion, property preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work site violates any rule of the cemetery.
4. The completed work is subject to the approval of the management, and, if unsatisfactory, may be removed.
5. The name or inscription on each marker must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.
6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable without the written consent of the person(s) with legal authority and the expressed consent of the management of the cemetery.

7. No memorial showing drill or tool marks, or staining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship.
8. Dealer's names shall not appear on any marker.

## **ERRORS IN PLACING OF MEMORIALS**

The management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

## **MATERIALS**

1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial until it is first approved by the management, and all charges related to the lot have been paid.
2. The bottom beds of all bases and markers must be cut level and true, and the sides of all bases shall not be polished.
3. While the cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, or any lot, it disclaims responsibility for any damage or injury thereto.
4. No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around any lot or memorial; and no rock, bark or like material shall be allowed around any memorial, monument, marker, or bench; and no walks of brick, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.
5. No adornments shall be used as memorials or added to memorials that are breakable, such as glass, ceramics, terra cotta, resin, etc.
6. Monuments shall not be secured to bases as this enhances the possibility of damaging the monuments.
7. Any memorial benches shall be approved by management for both design and location shall be placed on a concrete foundation provided

by the cemetery, for which such fees are paid in full, and be constructed of first grade granite.

## **MEMORIAL INSTALLATION**

For the protection of all lot owners, the granite quality, size, finish, color and engraving of all memorials must be approved by the management before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that management deems to be detrimental to the appearance, uniformity, or safety of the section will not be permitted; however, recommendations will be made as to necessary changes that would then conform to the regulations. Memorial restrictions for each section are shown on Appendix "A" attached to these Rules and Regulations, and no deviation therefrom will be authorized without the explicit approval of management of the cemetery.

Before any person, other than cemetery personnel, does any work on any marker or lot, authorization shall be obtained from the cemetery office. No memorial shall be installed without this authorization. In every case the charges due the cemetery shall be paid in advance or arrangements satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space, crypt, or niche.

The management shall provide for the installation of all memorials unless other arrangements satisfactory to the management are made. The management shall charge for installation, which charges may be changed from time to time by the management.

Any recognized monument dealer may be approved by the management to enter on any section, lot, or space for the purpose of installation of memorials.

In addition, the monument dealer shall provide to the management of the cemetery proof of general liability, worker's compensation and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give thirty (30) days written notice to the management in the event the insurance is canceled by the monument dealer.

Memorials shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. No memorial installation shall take place on blocks where interments are scheduled for that day, until such time as the interments are completed.

Any monument dealer performing installations of memorials shall insure that the cemetery grounds are not injured by the installation, and that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the memorial was not damaged in installation.

Upon inspection by the management of the cemetery, any damage to the grounds of the cemetery must be corrected and the grounds restored. In the event this is not done to satisfaction, the management shall do whatever necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against the monument dealer the costs of correctional restoration. Any balances owed to the management of the cemetery by the monument dealer shall be remitted within thirty (30) days of receipt of the itemized statement, or the management shall prohibit the memorial dealer access to the cemetery until such time as the balance is paid in full.

Memorial installation requires experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers or management shall be permitted to install memorials in the cemetery.

Any monument dealer who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

No final date can be engraved on a memorial marker unless the remains are actually interred at the gravesite lot. In the event a marker has been placed and an interment has not, or will not take place at that specific grave lot, and inscription stating "In Memory of" may be placed on the marker, so as to not falsely represent an interment within that lot. With an inscription of "In Memory of" both the birth date and final date may be inscribed. This inscription will allow cemetery staff to know that the remains are not at the grave site and no official record interment will be on file.

## **MEMORIALS – GRANITE**

1. The following standards must be met with granite memorials.
2. The size and dimensions of granite memorials must be within the guidelines of each block of the cemetery and meet the approval of the management of the cemetery.
3. Granite memorials must consist of good, sound, durable stock and shall be free from seams or any imperfections.
4. All memorials must have sawed bottoms; monument bases shall not have polished sides.
5. All granite markers will be set level with the grade.
6. All granite memorial markers (not bases) must be a minimum of 4” in thickness, with granite markers five feet or longer being a minimum of 6” in thickness.
7. All upright memorial monument bases shall have rock pitched faces, a minimum of 6 inches above grade.
8. Effective November 1, 2015, In Ground vases or memory rings containing vases, either free standing, within a Cremorial, or adjacent to or upon a flush marker or adjacent to an upright marker will not be allowed. Vases constructed of Bronze or Granite will be allowed if mounted and recessed upon the bases of upright memorial markers and shall not protrude beyond the base. Footstones will be allowed in instances where cremains are interred on an existing grave with no space on the existing headstone to memorialize the inurned. Footstones shall not exceed 2-0 X 1-0 in size and shall be placed on a prepared footing with granite thickness not to be less than 4”.

## **MISCELLANEOUS**

Should any memorial become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

In the event a particular grade of stone, brand name or trade name identifying a quality of stone is no longer used, the stone is no longer

available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone.

No marker shall be removed from the cemetery, except by the management, unless with written order of the owner and permission granted by management.

No sign or advertising of any description except that placed by the management shall be permitted within the cemetery.

There shall be no more than one upright monument marking a grave.

The management reserves the right to sell to its interment right owners or any visitor to the cemetery any article, decoration, memorial, monument, marker, bench used within the cemetery and in accordance with the accepted customs of burial and memorial perpetuation and maintenance.

The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its control, and especially from delays caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

## **OVERSIZED MARKER/MONUMENT**

Cemetery management reserves the right to make exceptions to the length, height, and width of markers/monuments placed in the cemetery.

## **PRODUCERS AND RETAIL DEALERS**

1. Producers of granite materials, meaning thereby granite quarries, granite quarries who also manufacture memorials, and manufacturers of memorials not quarries, in order to secure the approval of the cemetery must agree to sell only first grade, clear granite for memorial purposes, and must be willing to guarantee that such granite is free from sap or anything which will cause rust stains, that it will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to the cemetery, or lot owner, by such quarrier so manufacturing

- such memorial, or to the manufacturer thereof who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the cemetery.
2. Retail dealers to secure approval of the management must agree to use only first grade granite and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the cemetery or lot owner.
  3. Letter cutters, persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already doing business at the cemetery), and all other persons or firms, must provide satisfactory evidence to the management of their ability to properly perform the work for which they have been engaged before being allowed to commence work in the cemetery. In addition, these persons or firms shall provide to the management of the cemetery proof of general liability, worker's compensation, and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give thirty (30) days written notice to the management in the event the insurance is canceled.
  4. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees, shrubs, or from scattering their material over adjoining lots, or from blocking streets, avenues, or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.
  5. Damage done to lots, walks, drives, tree, shrubs or other property by dealers or contractors, or their agents, shall be repaired by the management and the cost of such repair shall be charged to the dealers or contractor.
  6. No materials, equipment, machinery, or other things for the setting of memorials may be brought into the cemetery until required for

- immediate use; nor, when a funeral procession or funeral is in that part of the cemetery.
7. While a funeral or interment is being conducted nearby, all work of any description shall cease.
  8. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

## **DECORATIONS**

### **CERTAIN ORNAMENTS PROHIBITED**

The placing of boxes, shells, toys, metal designs, frames, ornaments, chairs, settees, wood or iron cases, glass, anything breakable, and similar articles upon lots shall not be permitted, and, if so placed, may be removed.

The cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the cemetery.

### **CERTAIN ORNAMENTS PROHIBITED IN MAUSOLEUM**

Vases, flowers, pictures, flags, letters, or any such mementos are prohibited on crypt or niche fronts. Only one design of bronze vase, approved by the Board of Managers, is allowed on crypt and niche fronts. Live flowers are also prohibited in the Chapel Mausoleum. If they are placed, they may be removed by management.

### **CLEAN UP**

A minimum of three times a year the cemetery shall have a general clean up when all decorations are removed.

**Beginning 2016** the scheduled general clean up dates are **March 1<sup>st</sup> through the 15<sup>th</sup>, July 15<sup>th</sup> through the 30<sup>th</sup>, October 15<sup>th</sup> through the 30<sup>th</sup>**. All decorations to be retained should be removed prior to these times.

The cemetery shall not condone or allow the removal of memorial decorations from graves by persons other than the family of the deceased, with exception being the employees of the cemetery in the operation of their duties.



## **FLORAL DECORATION**

There shall not be permitted any more than 3 flower decorations on a single grave space. Flower easels cannot exceed 3 feet in height.

## **FLORAL REGULATIONS**

The management shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the management, such becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. Shrubs or bushes encroaching upon the interment rights of others or too tall to shape and trim shall be removed at the discretion of the management. In the event of any such removal, the cemetery shall have no obligation to replace the removed tree, shrub, or plant.

The management shall not be responsible for lost, misplaced, or broken flower vases, or for replacement of vases purchased from other sources, or for vases made of any material other than bronze. The management shall not be responsible for any wreath, spray, floral decorations, plants, or decorations of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The management reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained.

## **FLORAL REGULATION – MOWING SEASON**

Flowers may not be planted on the lots nor can live flowers be placed in any breakable containers on lots. Anything deemed by the management to be breakable and a possible hazard shall be removed for the safety of all.

## **FLORAL REGULATIONS – NON-MOWING SEASON**

Grave blanket, half blankets, wreaths, and bouquets are allowed during non-mowing season only.

## **GRAVE BLANKETS**

Grave blankets are allowed as long as the blankets have plastic spikes. Blankets with metal spikes are not allowed.

## **PLANTINGS**

The cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the cemetery.

No plantings of any trees, shrubs, flowers or bulbs will be allowed in the cemetery without the written permission of the management and without specification by management as to the kind and location of such planting. Any placed without permission is subject to removal by management.

In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular lot or space.

The management shall provide for the planting of all nursery items unless other arrangements satisfactory to the cemetery are made. Plantings shall be made at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery.

## **PLANTING RESTRICTIONS**

Planted flowers on interment rights are only permitted where there is irrigation.

## **POTTED FLOWERS**

Potted flowers are not permitted on graves or any part of a lot at any time, without the written approval of the management.

## **REMOVAL OF FLORAL ARRANGEMENTS IN CHAPEL MAUSOLEUM**

One silk floral arrangement may be placed on the tables provided for each entombment in the chapel mausoleum. No live flowers or evergreen are permitted. Management reserves the right to remove any and all arrangements that, in its opinion, are in inferior condition or out of season.

## **ENDOWMENT AND SPECIAL CARE**

### **ENDOWMENT CARE – DEPOSIT**

The purchase price of all interment rights sold and to be sold in the cemetery is subject to an additional charge to be deposited into the Endowment Care Fund, which amounts are held in trust and invested in accordance with the laws of the state of Illinois. Care and maintenance means that, within the limits permitted by the income derived from the Care Fund, the cemetery grounds will be maintained and preserved including cutting grass, and trimming of shrubs and trees at reasonable intervals; the caring for and maintaining of all foundations of memorials, monuments, markers, and benches; the procuring of, maintaining and keeping in good repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.

### **ENDOWMENT CARE EXCEPTIONS**

The term “endowment care” shall not be construed as meaning the maintenance, repair or replacement of any memorials placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the cemetery, mausoleum, or other building or structure, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or collateral.

### **ENDOWMENT CARE – EXPENDITURE LIMITED TO INCOME**

Endowment care and special care, whether applied to lots, mausoleums, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the care funds and no part of principal shall be expended.

## **ENDOWMENT CARE – FUNDS DEPOSITED WITH OTHERS OF LIKE CHARACTER**

It is understood and agreed between the lot owner and the cemetery that endowment care funds and special care funds may be deposited with others of like character and intent, to the end that the income from such accumulated funds shall be used for care as provided in the Rule and Regulations; but in no case shall their deposit be construed as a contract to care for any individual property or space in any way other than as defined in said Rules and Regulations; and the care of the grounds and buildings, and special care, shall be limited to the net income received from the investment of such funds.

## **ENDOWMENT CARE OF LOTS**

Endowment care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the planting, cutting, watering, and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and maintenance of utilities, walls, roadways, and walks. The management may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it, in its sound discretion, shall deem to be for the best interest of the cemetery to the end that the cemetery generally be kept in the best condition possible within the limits of such income.

## **ENDOWMENT CARE – LOTS AND SPACES NOT HAVING ENDOWED CARE**

All persons owning lots and grave spaces not having endowed care must make arrangements for placing the lots or graves in endowed care. No interments may be made nor memorials, monuments or markers placed on any spaces until such time as care is paid in full.

## **ENDOWMENT CARE AND SPECIAL CARE FUNDS – INVESTMENT OF**

The money received for endowment care and special care shall be held in trust and invested as provided by law. The management reserves the right, however, either to handle all investments itself, or to deposit said funds with

any person, company or corporation qualified to act as trustee for such funds.

## **MANAGEMENT TO DIRECT EXPENDITURES**

The net income from the endowment care fund shall be expended in such manner as will be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the law applicable to the expenditures of such funds. The management is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said fund shall be expended and it shall expend the net income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds or mausoleums. It may also expend the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the cemetery.

## **SPECIAL CARE – BY AGREEMENT ONLY**

“Special Care” shall include only those specific services set forth in a Special Care Agreement with the lot owner. It may include the improvement or embellishment of all or any part of the cemetery or any lot in it, the erection, maintenance, removal, repair or preservation of any memorial, the planting and cultivation of flowers, trees, shrubs or plants in and around the cemetery, or any part thereof, and the filling and care of vases, special care of flower beds, and the placing of floral decorations at dates requested, including the special care or ornamenting of any lot, section, or building, or any portion thereof, or any other purpose or use not consistent with the purpose for which the cemetery was established or is being maintained.

Special care funds may be invested with and in the same manner as endowment care funds.

## **TRANSFER OR ASSIGNMENTS**

### **INDEBTEDNESS**

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the management from the original lot

owner or from anyone else in connection with an interment, purchase of the lot, or for any other reason.

### **INTERMENT RIGHTS CONVEYED BY DEEDS**

Interment Rights will be conveyed to the purchaser(s) by a Cemetery Deed. No deed for any interment right shall be issued nor shall any right of ownership pass to the purchaser(s), until the purchase price is paid in full.

### **RECORDING OF LOTS AND BURIALS**

Complete records of all lot owners and interments will be kept at the cemetery office. Because the cemetery is a municipal cemetery and city records are public, information about property owners and interments shall be provided to those who inquire. Record requests may be subject to an administrative fee, which may be charged from time to time by management.

### **TRANSFER AND ASSIGNMENTS**

For the protection of lot owners of the cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers, and assignment of all lots: No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person(s) to whom the lot owner desires to sell, transfer or convey such lot, or any interest therein, a Cemetery Deed. Any sale, transfer, or assignment of interment rights must follow any restrictions within the cemetery. Block 31 is a twelve-grave-minimum block; block 33A is a two-grave-minimum block. The management shall make a reasonable charge for its services, which charge must be paid in advance.

Interment rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the purchase

agreement, and not for purposes of speculation. The price received for the sale of any lots, graves, crypts, or niches cannot exceed the current selling price of like property by the cemetery.

## **MODIFICATIONS AND AMENDMENTS**

### **AMENDMENTS**

The management may, and it hereby expressly reserves the right, at any time or times, to adopt new Rules and Regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations.

### **EXCEPTIONS AND MODIFICATIONS**

No waiver of any violation of these Rules and Regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The management therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rules.

### **SERVABILITY**

If any rule or regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining Rules and Regulations or parts thereof herewith established.

**MONUMENT AND MARKER**  
**REGULATIONS AND RESTRICTIONS**

**UPRIGHT MONUMENT AREAS**

All upright memorial monument bases shall have rock pitched faces, a minimum of 6" above grade.

**BLOCKS:** A, B, 1, 4 (east part), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 19 Singles, 20, 21 Singles (except Section 12, Cradleland and Stillborn Section), 22, 23 (east part), 24, 24 Singles, 25, 26, 30, 32, 33, 34, 36, 37, 38, 39, 39 Singles (except Sections 6, 7 and 9), 40, 40-Sections 1 and 2 (east part), 41, and 42.

Maximum	Length	Width	Height
1 grave	2'	1'	2'
2 graves	4'	1' - 4"	2' - 6"
3 - 5 graves	6' - 10"	1' - 4"	3' - 6"
6 - 7 graves	12'	1' - 4"	4'
8 or more graves	12'	1' - 4"	5'

**BLOCKS:** 49, 50, & 51.

Maximum	Length	Width	Height
1 grave	2'	1'	2'
2 graves	4'	1' - 4"	2' - 6"
3 graves	6'	1' - 4"	3' - 6"
4 graves	8'	1' - 4"	4'

No monument shall exceed 4' in height.

Memorials approved individually by management.

**BLOCKS:** 31 (Twelve grave minimum purchase)  
33A (Two grave minimum purchase)  
53 (Twenty four grave minimum purchase)

**2' x 1' x 4" Flush Footstones are now allowed in ALL BLOCKS of the cemetery except for Cradleland and Babyland**

**MONUMENT AND MARKER**  
**REGULATIONS AND RESTRICTIONS**



## FLUSH MARKER AREAS

**BLOCKS:** 2, 3, 4 (west part), 39 Singles (Sections 6, 7, and 9), 40-Sections 1 and 2 (west part), 40A, 40B, 41A (north side), 42A (north side), 42B (border rows). Note: these are 36” graves.

	Maximum	Length	Width
1 grave*		2’ - 4”	1’ - 4”
2 graves*		4’	1’ - 4”
3 or more graves**		6’	1’ - 4”

**BLOCKS:** 21 (Section 12), 23 (west part), 27, 40A, 40B, 41A (south side), 42A (south side), 42B (inner rows), 42C, 43, 44, and 48. Note: these are 40” graves.

	Maximum	Length	Width
1 grave*		2’ - 4”	1’ - 4”
2 graves*		4’	1’ - 4”
3 or more graves**		6’	1’ - 4”

### CRADLELAND\*

Maximum Length 1’ - 8”      Maximum Width 10”

### BABYLAND AND STILLBORN SECTION\*

Maximum Length 1’ - 4”      Maximum Width 8”

\*Flush markers up to 5’ must be a minimum of 4” in thickness.

\*\*Flush markers 5’ or longer must be a minimum of 6” in thickness.

**2’ x 1’ x 4” Flush Footstones are now allowed in ALL BLOCKS of the cemetery except for Cradleland and Babyland**

Updated: 10/16/18

## **APPENDIX B**

### **REVISED FLOWER AND DECORATION SPECIFICATIONS**

Oak Ridge Cemetery strives to ensure the safety of both visitors and our workers. We thank you for abiding by the following rules and regulations.

- ❁ For the safety of all in the cemetery no glass containers, statuary, ceramics, terra cotta, resin, exposed wire, toys, balloons, pinwheels or breakable items are permitted at any time. They will be removed and discarded.
- ❁ No more than three floral arrangements per grave space are allowed. The excess will be removed and discarded.
- ❁ Monuments and flush markers are placed at the very head/top of each grave. Flowers are not to be placed above/behind the monument or marker. This would, in effect, be in someone else's grave.
- ❁ Temporary cones, wreaths and sprays are only permitted if placed directly in line with the monuments, either at the side or in front of the monument or marker. Flowers incorrectly placed on another grave will be removed and discarded.
- ❁ Shepherd's hooks are only allowed in areas with upright monuments and only one Shepherd's hook per monument is permitted. Shepherd's hooks are not allowed in garden areas where markers are flush with the ground.
- ❁ In a garden area with flush markers no floral arrangements or wreaths can be taller than twenty-four inches high.
- ❁ No coping, curbing, fencing or borders of any kind or any rock, bark, or like materials are allowed around graves, monuments or markers.
- ❁ Temporary markers are not allowed.
- ❁ No plantings are allowed other than what is planted by the cemetery staff.

- ❁ Floral arrangements that are affixed to Styrofoam must be secured to the tripod or base supporting them. A single wire stuck into the Styrofoam does not secure the floral arrangement.
- ❁ Evergreen grave blankets, half blankets and grave pillows are permitted with plastic spikes.
- ❁ The cemetery will typically remove all holiday decorations during the spring clean up in March. If weather should be unseasonably warm, the cemetery may remove decorations earlier.
- ❁ The cemetery does grounds clean up three times a year. Any grave decorations to be retained should be removed prior to these dates. Flowers should not be brought back to the cemetery until after the clean up period is over. The clean up dates are:
  - March 1<sup>st</sup> through the 15<sup>th</sup>**
  - July 15<sup>th</sup> through the 30<sup>th</sup>**
  - October 15<sup>th</sup> through the 30<sup>th</sup>**
- ❁ The only types of permanent vases permitted are bronze vases or granite vases.
- ❁ The cemetery is not responsible for theft or damage to any personal property or floral arrangements placed on or near interment rights or elsewhere in the cemetery.
- ❁ Please observe the speed limit of 20 miles per hour and do not drive or park on the grass or sidewalks.
- ❁ Seasonal silk floral arrangements and winter wreaths are available for sale in the cemetery office.

### **Coroner's Inurnment**

The Oak Ridge Cemetery Board of Managers hereby authorized the office of the Coroner, Sangamon County, Illinois to allow Oak Ridge Cemetery to inurn unclaimed cremains held in the Coroner's office into Abbey Crypt, Right Corridor J41 at no charge, with the following stipulations:

- The office of the Coroner will be responsible for providing cremains in a container approved by Oak Ridge Cemetery, as well as identification tag for the deceased, burial permit and completed

Interment authorization form (with next of kin information if known) signed by the Coroner, in place of family member signature. Any costs associated with providing the above, will be borne by the office of the Coroner.

- Coroner will have made every attempt to notify next of kin to claim the cremains and if contact is made, inform next of kin that cremains will be transferred to Oak Ridge Cemetery, and that any retrieval of the cremains after placement in the crypt will be subject to a disinterment fee payable to Oak Ridge Cemetery. The Board of Managers may waive the disinterment fee if the disinterment is requested by the Coroner's office for official business.
- Oak Ridge Cemetery will not be responsible, for placement of names of the deceased on the crypt marble face, nor payment for such.
- Oak Ridge Cemetery will reserve the right to deny any inurnments based on space availability or operational barriers.

### **Private Mausoleums and Crypts**

All private mausoleums and free standing, above ground crypts and locations are subject to prior approval by the Board of Managers of Oak Ridge Cemetery. Purchase of private Mausoleums and above ground crypts must be through Oak Ridge Cemetery exclusively. Any mausoleum or above ground crypt purchased from a private vendor that is not a designated vendor partner approved by the Board of Managers will not be erected or located at Oak Ridge Cemetery. Families purchasing a private mausoleum or above ground crypt, which have been approved by the Oak Ridge Cemetery Board of Managers, will be required to establish a special endowed care trust fund, earmarked for future maintenance of the structure, and invested through and maintained by the Oak Ridge Cemetery Endowment Fund. Use and disbursement of funds from the special endowed care trust fund shall be at the exclusive discretion and direction of the Oak Ridge Board of Managers.