

TOWN OF BRIDGTON RULES AND REGULATIONS FOR CEMETERIES

These Rules and Regulations of the Forest Hill Cemetery Annex have been adopted for the mutual protection and benefit of all lot owners. It is with a sense of confidence that we feel that the residents of Bridgton and the lot owners appreciate and realize that by such Rules and Regulations protection is given to each lot owner safeguarding him/her from the misdirected sentiment and poor taste of those who might erect unsightly memorials or otherwise impair the dignity and beauty of the Cemetery grounds. All owners and visitors within the Cemetery and all lots sold shall be subject to these Rules and Regulations, and subject, further, to such additional Rules and Regulations, or amendments or alterations thereto, as may be adopted from time to time by the Town of Bridgton and/or its Board of Selectmen. Any reference to these Rules and Regulations in any Deed or Certificate of Ownership to a lot shall have the same force and effect as if set forth in full therein.

SECTION 1. DEFINITION OF TERMS

Town of Bridgton - shall mean its Inhabitants as a corporate body.

Board of Selectmen or Selectmen - shall mean the duly elected Municipal Officers of the Town of Bridgton, and the person or persons duly authorized by them to administer the Town cemeteries, hereafter, singly or jointly, referred to as the Cemetery.

Interment - shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment or burial.

Lot, Plot or Burial Space - shall be used interchangeably and shall apply with like effect to one or more than one adjoining grave.

Memorial - shall include a monument, marker, tablet or headstone for family or individual use.

Non-Resident – shall mean any person that does not live or pay taxes in the Town of Bridgton.

Resident/Taxpayer – shall mean any person that lives or pays taxes in the Town of Bridgton.

Urn Garden – shall mean shall mean the designated area that cremated remains only are buried.

SECTION 2. GENERAL SUPERVISION WITHIN CEMETERY

All persons, vehicles and funerals within the Cemetery are subject to the control and order of the Cemetery Sexton and his/her assistants; the Sexton being so authorized by the Board of Selectmen.

SECTION 3. INTERMENTS AND DISINTERMENTS

A. Besides being subject to these Rules and Regulations, all interments and removals are made subject to the order and laws of the properly constituted authorities of the Town, County and State.

B. All interments, removals and disinterments, including cremated remains, shall be submitted to the Town Clerk or Sexton in writing for prior approval and proper record keeping.

C. Once a casket containing a body is within the confines of the Cemetery, no funeral director, or his embalmer, assistant, employee or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased and must first obtain all the required permits as required by State Law.

D. All interments, disinterments and removals must be made in the manner and subject to such charges as may be fixed by the Board of Selectmen.

E. Every earth interment shall be made enclosed in an outer container or receptacle of stone, brick, metal of ten (10) gauge or greater thickness, concrete or plastic container, the design and installation of which shall meet State standards.

F. The right is reserved to insist upon at least thirty-six (36) hours notice prior to any interment, and at least one week's notice prior to any disinterment or removal.

G. The Sexton reserves the right to refuse interment in any lot, and to refuse to open any burial place for any purpose, except on application by the plot owner or owners of record or their duly authorized agent.

H. The Sexton reserves the right to make an interment of any member of the immediate family or any one of several plot owners upon his/her written authorization. No other person may be interred in any plot without the consent of all those owners of the plot who are recorded as such on the books of the Cemetery.

I. When instructions 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 Sexton may, at his/her discretion, open it in such location in the lot as he/she deems best and proper, so as not to delay the funeral. The Town shall not be liable for damages for any error so made.

J. Detailed written instructions must be submitted to the Town Clerk. The Town shall not be responsible for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment, disinterment or removal is desired. Administration fees will be charged if the specific lot location and detailed instructions are not provided.

K. The Town reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, 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 Board of Selectmen, or, in the sole discretion of the Board of Selectmen, by refunding the amount of money paid on account of such purchase. In the event such error shall involve the interment of the remains of any person in such property, the Town reserves the right and the Board of Selectmen shall be so empowered to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof provided all necessary permits have been obtained by the Town.

L. The Town shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or when the Rules and Regulations have not been complied with; further, the Town reserves the right, under such circumstances, to place the body in a receiving vault until the full rights have been determined. The Town shall be under no duty to consider any protests of interment unless they are in writing and have been filed with the Sexton and Town Clerk.

M. The Sexton shall not be liable for the interment permit (presently called burial/transit permit) as that permit is provided by the Funeral Director. The permit must be presented to the Sexton or other authorized Town employee present at the interment.

N. No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Board of Selectmen 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 temporary. A promisory note shall not be considered payment. Rights shall be acquired by the plot purchaser of said interment or interments only when such property is fully paid for, including both principal and any applicable interest and/or costs. In case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Town, then the Town may re-enter said property and hold same as of its former estate. The Town, thereupon, shall be released from all obligations thereof under, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Town reserves the right, and shall have the right, immediately or at any time thereafter, without notice at its discretion, to move to single graves, to be chosen by the Board of Selectmen, each of the remains then interred in said property provided all necessary permits have been obtained by the Town. The Board of Selectmen shall have the right, further, to remove or cause to be removed any memorial that has been placed on said property.

O. Not more than one body, or the remains of more than one body, shall be interred in one grave, vault or crypt, except by written consent of the Board of Selectmen, and provided proper identification is made of such interment or interments on one regulation memorial or marker. A maximum of four cremated remains may be allowed on a single grave site instead of one full set of remains. A maximum of two cremated remains may be allowed on a single cremation lot in the urn garden.

P. No interment of any body, or the cremated remains of any body, other than that of a human being, shall be permitted in the Cemetery except in the burial casket with the body when such a request is made in connection with the burial of a human being.

Q. Removal, by the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to the express or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

R. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery, where there has been an exchange or purchase for that purpose.

S. The utmost care will be exercised in making a removal but the Town assumes no liability for damage to any casket, burial case or urn incurred when making the removal.

SECTION 4. SERVICE CHARGES AND OVERDUE INDEBTEDNESS

A. Arrangements satisfactory to the Sexton shall be made for the payment of all charges for cemetery services, or, such charges shall be paid, at the time of the issuance of the interment, disinterment, or removal permit.

B. The Town reserves the right to refuse to do or allow to be done work of any character, including interments in or upon any lot until arrangements have been made for payment of any and all indebtedness due the Town for work performed in or upon the lot.

SECTION 5. PROPERTY RIGHTS OF PLOT OWNERS

A. All lots, plots, and burial space conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance; provided, however, that the husband or wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or hers, wife or husband at the time of such plot owner's demise. No conveyance or other action without the joint consent therein or by written consent attached thereto, shall divest such husband or wife, of such vested right of interment; provided, however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall otherwise be provided by such decree of divorce. In all conveyances to two or more persons as joint tenants each joint tenant shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a joint tenant, the title to the burial plot heretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner. A vested right of interment as in this Rule provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.

B. Whenever an interment is made in a plot that has been transferred by deed or certificate of ownership to an individual owner by the Town and is held as a separate plot, it shall be indivisible; the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner in which one grave, vault or crypt may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and in those remaining, if any, the children of such deceased owner may be interred in the order of need, without consent of any person claiming any interest therein. In the event there shall be no child surviving such deceased person, the right of interment therein shall go to the next heirs of law of said deceased owner as specified by the statutes of descent.

SECTION 6. TRANSFERS OR ASSIGNMENTS

A. No transfer or assignment of any plot, or interest therein, shall be valid.

B. The Board of Selectmen may agree to purchase a lot for the original purchase price under special circumstances at the recommendation of the Cemetery Sexton and/or Town Clerk.

C. The subdivision of plots is not allowed, and no one shall be buried in any plot not having an interest therein; except, by written consent, a relative of any record owner may be buried in said plot as provided in these Rules or in the laws of the State of Maine.

SECTION 7. CONTROL OF WORK WITHIN CEMETERY

A. All grading, landscaping and improvements of any kind, and all care on plots shall be done, and all trees, shrubs and herbage of any kind shall be planted, trimmed, cut or removed and all openings and closing of plots, and all interments, disinterments and removals shall be made only by or under the direction of the Sexton unless by special permission from the Sexton.

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

C. If any trees or shrubs, situated on any lot, shall, by means of their roots or branches, become detrimental to the adjacent lots or avenues, or unsightly or inconvenient for visitors, the Sexton shall have the right to enter upon said lot and remove said trees or shrubs or such parts thereof as it shall determine to be detrimental, unsightly or inconvenient.

SECTION 8. DECORATION OF PLOTS

A. The Town shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind, from the Cemetery as soon as, in the judgment of the Sexton, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained.

B. The Town shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Town shall not be liable for lost, misplaced or broken flower vases, for frozen plants or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. The Town reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind unless the Sexton gives his/her permission.

C. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, and similar articles, upon plots shall not be permitted, and if so placed, the Sexton shall have the right to remove the same.

D. All fittings, adornments, urns, inscriptions and arrangements of crypts or niches shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Town.

E. As a special mark of respect to those who have so served our country, the American Flag shall be displayed only on the grave of those persons who have honorably served in the Armed Forces of the United States of America. Such flags shall have a maximum height of 48".

SECTION 9. CHANGES IN GRADE AND REPLANTING; INGRESS AND EGRESS

A. The right to enlarge, reduce, replant or change the boundaries or grading of the Cemetery or a section or sections thereof, from time to time, including the right to modify or change the location of or remove or regrade roads, drives or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate or alter or change pipe lines or gutters for sprinkling systems, drainage, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual plot owners, for Cemetery purposes including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Town reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.

B. No easement or right of interment is granted to any plot owner in any road, drive, alley or walk within the Cemetery, but such road, drive, alley or walk may be used as a means of access to the Cemetery or its buildings as long as the Town devotes it to that purpose.

SECTION 10. CONDUCT OF PERSONS WITHIN THE CEMETERY

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

B. Only the plot owner and his/her relatives shall be permitted on the Cemetery plot. Any other person thereon shall be considered a trespasser, and the Town shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.

C. All persons are prohibited from gathering flowers, either wild or cultivated, breaking or cutting trees, shrubbery or plants, defacing or otherwise damaging monuments or structures of any design located within the Cemetery grounds.

D. Strangers shall not be permitted to sit, lounge or loiter on any of the grounds, graves or monuments in the Cemetery, or in or around any of the buildings therein.

E. No loud talking shall be permitted on the Cemetery grounds within hearing distance of funeral services.

F. The use of the Cemetery as a thoroughfare is prohibited, and commercial or business vehicles are permitted to enter only with permission from the Sexton.

G. The solicitation or the sale of any commodity is positively prohibited within the confines of the Cemetery.

H. No firearms shall be permitted within the Cemetery except at military funerals or with special permission from the Sexton.

I. It is of the utmost importance that there should be strict observance of all proprieties of the Cemetery, whether embraced in these Rules or not, as no improprieties shall be allowed and the Board of Selectmen shall have the power to prevent improper assemblages or actions.

J. The Board of Selectmen and/or its authorized agent(s) is hereby empowered to enforce all Rules and Regulations, and to exclude from the Cemetery any person violating the same, and the Sexton shall have charge of the grounds and buildings, and, at all times, shall have supervision and control of all persons within the Cemetery, including the conduct of funerals, traffic and employees. To protect and promote the best interest of the Cemetery the Sexton is authorized to make temporary additional rules which may be needed from time to time to meet emergencies which are not covered by these Rules and Regulations.

SECTION 11. PROTECTION FROM LOSS OR DAMAGE

A. The Town shall take reasonable precautions to protect plot owners, within the Cemetery, from loss or damage, but it 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, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

SECTION 12. ADDRESS CHANGES OF PLOT OWNERS

A. It shall be the duty of each plot owner to notify the Town of any change in his/her post office address. Notice sent to the plot owner at the last address on file in the Town Clerk's Office shall be considered sufficient and proper legal notification.

SECTION 13. THE CARE OF PLOTS

A. The term "perpetual care" as used in reference to plots, shall be held to mean the cutting of the grass upon said plots at reasonable intervals, the making and cleaning of the plots and the pruning of the shrubs and trees. It also means and intends to mean the general preservation of the plots, and the grounds, walks, roadways, boundaries and structures, to the end that said grounds shall remain and be reasonably cared for as cemetery grounds forever; but in no case does the Town assume responsibility for work on any particular plot involving the expenditure in any one year of an amount greater than would be received if all the funds deposited for the perpetual care of that plot were invested at the same rate of interest as that received from all of the invested funds of the Town for that year.

B. The term "perpetual care" unless otherwise provided by separate agreement, shall in no case be construed to mean the maintenance, repair or replacement of any memorial or marker placed upon lots; nor the planting of flowers or ornamental plants; nor watering or sprinkling the lots; nor the 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 plot, or any portion or portions thereof in the Cemetery, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority whether the damage be direct or collateral, other than as herein provided.

C. The Board of Selectmen is hereby empowered to determine and regulate the size plots to be laid out in the various sections of the Cemetery, from time to time, as it is improved.

D. The Board of Selectmen shall determine and regulate as it may deem fit the cost to plot purchasers, taking into consideration the plot location, physical differences in character of the ground and other such factors as tend to influence equitable value.

E. Authority shall be granted to the Board of Selectmen to designate, as it may in good judgment determine, consistent with the intent for proper maintenance and preservation forever, such sections or portions of the Cemetery for perpetual care to be sold under such provisions as defined above under Section 13.A and Section 13.B. (NOTE: Perpetual care has been provided for all plots in the Cemetery since the early 1970's.)

F. The money received for perpetual care shall be held in trust and invested as provided by law.

G. Perpetual care, whether applied to lots, graves or to anything within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the perpetual care funds, no part of the principal being expended, anything herein stated to the contrary notwithstanding.

H. It is understood and agreed between the purchaser and the Town that all of said funds may be deposited with others of like character and intent, to the end that the income from such accumulated general fund shall be used for the general improvement and perpetual care of those portions of the cemetery designated for perpetual care. (NOTE: Perpetual care has been provided for all plots in the Cemetery since the early 1970's.)

I. The income from perpetual care funds shall be expended by the Town in such manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the State applicable to the expenditure of such funds.

J. The requirement in the earlier Rules and Regulations that those areas not under perpetual care be mowed and maintained by the Plot Owners in such a manner as to contribute to the general satisfactory condition of the grounds is stated here for historical purposes only in that perpetual care has been provided for all plots in the Cemetery since the early 1970's.

SECTION 14. DEED AND RULES ARE SOLE AGREEMENTS

A. The Deed or Certificate of Ownership and these Rules and Regulations along with any amendments thereto shall constitute the sole agreement between the Town and the plot owner. The statement of any employee or agent, unless confirmed in writing by the Board of Selectmen, shall in no way bind the Town.

SECTION 15. MODIFICATIONS AND AMENDMENTS

A. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Town, 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 appears advisable. Such exceptions, suspensions or modifications shall in no way be construed to affect the validity or continued general application of these Rules and Regulations.

B. Emergency conditions may necessarily cause a labor and material shortage so that certain rules cannot be strictly enforced. To meet these conditions, the rules where necessary, will be temporarily modified or suspended. Such temporary modification or suspension shall in no way be construed as a waiver nor affect the strict enforcement of the rules upon the conclusion of the emergency.

C. The Town 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 or article, section, paragraph or sentence in these Rules and Regulations.

SECTION 16. DEALERS AND WORKMEN

A. All dealers, firms or persons, engaged in placing or erecting monuments, letter cutters, and persons or firms engaged in cleaning monuments, must obtain permission from the Sexton or other authorized official before any work in the Cemetery is commenced. To obtain permission it shall be necessary for the person or firm to show a satisfactory plan of the work proposed and evidence of an agreement to do the work for which the person or firm has been engaged.

B. All dealers, firms or persons, engaged by any plot owner for whatever reason to work within the Cemetery grounds shall abide by all Rules and Regulations of the Cemetery.

SECTION 17. MONUMENTS AND MARKERS

- A. Only one central or family memorial shall be allowed on a four grave lot and that shall be set in the middle of the lot as designated by the Sexton. Ground markers only will be permitted in the Urn Garden.
- B. No lot owner shall erect or place or cause to be erected or placed on any lot in the Cemetery, any memorial with which the Board of Selectmen disapproves.
- C. The maximum size of a memorial is governed by the size of the lot on which it is to be placed, and is to be determined by the Sexton. Only headstones may be placed on two grave lots and each shall be placed at the head of the body as designated by the Sexton. The intent is to establish a uniform placing of headstones on lots as much as possible. Ground markers only will be permitted in the Urn Garden.
- D. Foundations must be made at least as large as the bottom base of a central or family memorial and said memorial shall be placed on the foundation and be flush with the ground. Markers shall be flush with the ground and no duplication of raised markers will be allowed.
- E. The bottom beds of the bases and markers must be cut level and true and set in mortar to allow every part to be in contact with the foundation without the use of pawls or underpinning.
- F. While the Town will exercise all possible care to protect a memorial or other structure on any lot, and the raised lettering, carving or ornaments on such memorial, or other structure, it disclaims responsibility for any damage or injury thereto.
- G. No coping, curbing, fencing, hedging, grave mounds borders, or enclosures of any kind shall be allowed around any lot and no walks of brick, cinders, tile, stone, marble, terracotta, sand cement, gravel or wood shall be allowed on any lot. The Town reserves the right to remove the same if so erected, planted, or placed. Marble or stone corner markers are allowed with permission from the Sexton.
- H. No memorial or marker shall be removed from the Cemetery, except by the Town, unless the written order of the plot owner is presented to the Sexton and permission is obtained therefrom.

SECTION 18. CEMETERY OPERATING PROCEDURES AND FEES

- A. Notice shall be given to the Sexton/Public Works Department and Town Clerk at least 36 hours in advance of any grave openings or ceremonies during normal working hours. A 48 hour notice is required for weekend and holiday interments.
- B. Administration fees in the amount of \$50.00 will be charged if the specific lot location and detailed instructions are not provided to the Town Clerk or Sexton upon interment requests.
- C. Graves will be opened only from April 15th through December 1st, weather conditions permitting. At all other times of the year, bodies will be stored in the Town tomb.
- D. The fee for burials during the normal work week/normal work hours is \$300.00. The fee for cremations during the normal work week/normal work hours is \$100.00. (Rev. 5/8/07)

E. The fee for burials held on holidays, weekends and at other times outside of the normal work week is \$350.00. The fee for cremations held on holidays, weekends and at other times outside the normal work week is \$125.00. (Rev. 5/8/07)

F. The normal work week:

Summer - from April 15th through October 15th is 6:00 A.M. until 4:30 P.M., Monday through Thursday

Winter - from October 15th through April 15th is 7:00 A.M. until 3:30 P.M., Monday through Friday

SECTION 19. CEMETERY PLOT COSTS

A. Residents and taxpayers shall be charged \$200.00 per grave site; minimum 2 grave lot purchase. Non-Residents shall be charged \$300.00 per grave site; minimum 2 grave lot purchase. Residents and taxpayers shall be charged \$100.00 per cremation lot (in the Urn Garden). Non-Residents shall be charged \$150.00 per cremation lot (in the urn Garden).

B. A 10x10 lot is a two grave lot; 10x20 lot is a four grave lot; 20 x 20 is an eight grave lot.

C. A cremation lot in the Urn Garden is 3x3.

NOTE: These By-Laws have been revised and updated by the Board of Selectmen on May 8, 2007. The revisions incorporate various changes including those made by the Board of Selectmen on March 27, 1990, July 10, 1990, September 26, 1995, and May 8, 2007. The Board of Selectmen received approval from the Town Meeting in June 1996 to revise and up-date the Cemetery By-Laws from time to time when necessary.