

**TOWN OF SHELBURNE**  
**CEMETERY RULES AND REGULATIONS**

**Adopted August 1998**  
**Amended April 2012**  
**Amended June 2021**

# **SHELBURNE CEMETERIES**

## **ACTIVE**

**Burbank  
Hazelton  
Wheeler  
Evans  
Leadmine**

## **INACTIVE**

**Austin  
Gates  
Lary**

## THE SAFEGUARD OF CEMETERY RULES

Plot owners in all cemeteries often misunderstand the purpose of cemetery rules and regulations: the important part they play in the beautification and preservation of the grounds. Too often people are inclined to resent what they term "restrictions on my rights and privileges".

Fortunately, Shelburne fully realizes that cemetery rules are for the protection of the plot owner, safeguarding them from the misdirected sentiment and poor taste of those who might erect unsightly memorials or otherwise impair the dignity and beauty of the cemeteries.

### THE RULES AND REGULATIONS OF THE TOWN CEMETERIES OF SHELBURNE

For the mutual protection and benefit of lot owners, and each cemetery as a unit, the following Rules and Regulations have been adopted as the Rules and Regulations of Shelburne Cemeteries, and all owners and visitors within the cemeteries, and all lots 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 the Cemetery Trustees from time to time; and the reference to these Rules and Regulations in the Deed or Certificate of Ownership to a lot shall have the same force and effect as if set forth in full therein.

### DEFINITION OF TERMS

1. The term "Trustees" shall mean the governing body of the cemeteries of Shelburne, N.H .
2. "Cemetery" shall mean Cemeteries singly or jointly.
3. The terms "lot", "plot", "burial space", shall be used interchangeably, and shall apply with like effect to one or more than one adjoining graves.
4. The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation and interment, entombment, or burial.
5. The term "memorial" shall include a monument, marker, tablet, or headstone for family or individual use.

### GENERAL SUPERVISION WITHIN CEMETERIES

To purchase a cemetery lot in Shelburne you must either be a resident of Shelburne, a son, daughter, mother, or father of a resident, or have been born in Shelburne. Special exceptions may be approved by the Cemetery Trustees in unusual circumstances.

The Cost of lots are as follows:

- 5 ft. x 10 ft. lot - 1 grave - \$400.00
- 10 ft. x 10 ft. lot - 2 graves - \$ 600.00
- 10 ft. x 16 ft. lot - 4 graves - \$ 800.00

These costs are subject to change without notice by a vote of the Trustees.

Perpetual care may now be for general maintenance and the care of all the lots will be the same as before.

All person, vehicles and funerals within cemeteries are subject to the control of the Cemetery Trustees.

## INTERMENTS AND DISINTERMENTS

Besides being subject to these Rules and Regulations, all interments and removals are made subject to the orders and laws of the properly constituted authorities of the town, county, and state.

All interments, disinterments and removals must be made at the time and in the manner and subject to charges as fixed by the Trustees. Notification must be received by the Cemetery Sexton before any person or contractor shall enter the cemetery to carry out any interment, disinterment or removal.

No winter burials are permitted without prior approval of the Trustees. This includes all burials from December 1<sup>st</sup> through May 1<sup>st</sup>. The Trustees will attempt to accommodate a request for winter burial whenever feasible. When requesting this type of approval, please contact the Trustees, or Cemetery Sexton, as soon as is practicable.

The Director of Public Works and Cemetery Sexton will dig all cemetery graves and take care of them after burial. The funeral home should contact the Director of Public Works as early as possible. These arrangements, and associated fee, will be reviewed on a case-by-case basis.

Caskets must have a rounded cover. No flat tops will be allowed.

Every earth interment shall be made enclosed in a vault with a reinforced cover. It may be constructed of stone, brick, metal of 10 gauge or greater thickness or concrete. The structural design and installation of which shall meet the specifications of the Trustees.

The right is reserved to insist upon at least twenty-four hours notice prior to any interment and at least one week's notice prior to any disinterment or removal.

The Cemetery Trustees reserve the right to refuse interment in any plot, and to refuse to open any burial space for any purpose, except on written application by the plot owners of record.

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

When instructions regarding the location of an interment space cannot be obtained, or are indefinite, or when, for any reason, the interment space cannot be opened where specified, the Cemetery Trustees may, in their discretion, open it in such location in the lot as they deem best and proper, so as not to delay the funeral; and they shall not be liable in damages for any error made.

Detailed written instructions are desired by the Cemetery Trustees and the Town shall not be responsible for any orders given verbally or by telephone, or 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.

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 compiled with; and, further, said Town reserves the right, under such circumstances, to place the body in a receiving vault until the full rights of the parties have been determined. The Town shall be under no duty to recognize any protests of interment unless they be in writing and filed with the Cemetery Trustees.

The Cemetery Trustees shall not be liable for the interment permit nor the identity of the person sought to be interred.

Not more than one body, or the remains of more than one body, shall be interred in one grave, vault crypt or niche, except by written consent of the Trustees, and provided proper identification is made of such interment or interments on one regulation crypt, niche, memorial, or marker.

No interment of any body, or cremated remains of any body, other than that of a human being, shall be permitted in the Cemeteries.

#### DISINTERMENTS AND REMOVALS

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.

The utmost care will be exercised in making a removal, but the Trustees shall assume no liability for damage to any caskets, burial case, or urn incurred in making the removal.

#### SERVICE CHARGES AND OVERDUE INDEBTEDNESS

The charges for the cemetery services must be paid at the time of interment, disinterment, or removal.

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 for payment of any and all indebtedness due the Town for work performed in or upon the lot.

## PROPERTY RIGHTS OF PLOT OWNERS

A Cemetery deed is not a purchase of the land, only purchase of the right to burial in such cemeteries. 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 her, wife or husband at the time of such plot owner's demise. No conveyance or other action without the joinder 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.

## TRANSFER OF ASSIGNMENTS

All transfers must go back to the Town of Shelburne.

No transfer or assignment of any plot, or interest therein, shall be valid without the consent of the Trustees in writing first to be had and endorsed upon such a transfer or assignment and thereafter being recorded on the books of the Trustees and Town Clerk.

The Trustees may refuse to consent to a transfer or to an assignment as long as there is indebtedness due the Town from the record plot owner.

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 the relatives of any record owner may be buried in said plot as provided in these rules or by the State of New Hampshire.

## CONTROL OF WORK WITHIN CEMETERY

All cutting and removal of trees and shrubs, all openings and closings of lots, and all interments, disinterments, and removals shall be made by the Town.

All improvements of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Trustees and, should improvements be made without their written consent, they 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, if in their judgment, the improvements become unsightly to the eye.

## DECORATION OF PLOTS

The Town shall have the authority to remove all floral design, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery, as soon as, in the judgment of the Trustees, they become unsightly, dangerous, detrimental, or diseased or when they do not conform to the standards maintained by the Cemetery Committee. 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 service held in the cemetery. They shall not be liable for lost, misplaced, or broken flower vases. The Town shall not be responsible 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 Trustees give written consent.

Potted live plants, urns, or fresh cut flowers may be placed on the grave lots. The Town is not responsible for the care and maintenance of these plants/flowers.

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 Trustees and Cemetery Sexton.

As a special mark of respect to those who have 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.

Artificial flowers will be allowed if they do not interfere with mowing and if they look presentable. The Trustees and Cemetery Sexton reserve the right to remove any damaged, faded, or unsightly artificial flowers from the cemeteries.

No debris will be thrown over fences.

## CHANGES IN GRADE AND REPLANTING

The right to enlarge, reduce or change the boundaries or grading of the Cemetery or of a section or sections, 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 Town reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the passage to and from other plots.)

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, or walk may be used as a means of access to the cemetery as long as the Trustees devote it to that purpose.

## CONDUCT OF PERSONS WITHIN THE CEMETERY

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

The throwing of rubbish on the drives and paths, or on any part of the grounds is prohibited.

No bicycles, motorcycles, or snowmobiles shall be admitted to the cemetery.

Solicitation of the sale of any commodity is positively prohibited within the confines of the cemetery.

No firearms shall be permitted within the cemetery except at military funerals or on special written permit from the Trustees.

No signs or advertisements of any kind shall be allowed in the cemetery unless placed by the Trustees.

Nothing may be affixed to the fencing (i.e., signs, flowers, flags, or wreaths).

Dogs shall not be allowed on the cemetery grounds except on a leash. Dog owners are responsible for cleaning up any feces deposited in the cemetery.

The Trustees are hereby empowered to enforce all Rules and Regulations, and to exclude from the cemetery any person violating the same, and the Trustees shall have charge of the grounds 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, they are 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.

## PROTECTION FROM LOSS OR DAMAGE

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, an act 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.

## ADDRESS CHANGES OF PLOT OWNERS

It shall be the duty of the plot owner to notify the Trustees of any change in his/her post office address. Notice sent to the plot owner at the last address on file in the office of the cemetery shall be considered sufficient and proper legal notification.

## CARE OF PLOTS

The term "perpetual care" used in reference to plots, shall be held to mean the cutting of the grass upon said plot at reasonable intervals, the making and cleaning of the plots, the pruning of the shrubs and trees that may be placed by the Town, meaning and intending 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.

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

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

It is understood and agreed between the purchaser and the Town that all of said funds may be deposited with other of like character and intent to the end that the income from such accumulated general fund shall be used in the general improvement and perpetual care as above defined: but in no case shall their deposit be construed as a contract to care for any individual property or space other than as above defined, except special care agreements duly executed and on file at the cemetery office.

The income from the perpetual care fund shall be expended by the Trustees in such a 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. The Trustees is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the income from said fund shall be expended, and it shall expend said income in such a manner as it in its sole judgment, may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds or for any purpose necessary in the execution of their duties.

The record books of the cemetery and the receipt issued by the Trustees shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.

As of 1991 the money from the sale of all cemetery lots will be placed in the Cemetery Maintenance Trust Fund. Monies will no longer be placed in individual accounts for each lot. The Trustees may use money from this fund, as well as the interest from the perpetual care accounts previously stabled to offset maintenance costs.

## CERTIFICATE AND RULES ARE SOLE AGREEMENTS

The certificate of ownership and these Rules and Regulations and any amendments thereto shall be the sole agreement between the Town and the plot owner. The statement of any employee or agent, unless confirmed in writing by the Trustees, shall in no way bind the Town.

## MODIFICATIONS AND AMENDMENTS

The Town may, and it hereby 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. All rules formerly adopted which are contrary to these Rules and Regulations are hereby repealed and declared to be no longer effective.

Workmen engaged in placing or erecting monuments and other structures, or grinding materials, shall operate as independent contractors, but must first contact the Director of Public Works and Cemetery Sexton to discuss placement of the monument and must be under the general supervision of the Director of Public Works.

Persons engaged in erecting monuments or other structures, are prohibited from attaching ropes to monuments, trees, and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving 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.

Damage done to lots, walks, drives, trees and shrubs or other property, by dealers or contractors, or their agents, shall be repaired by the Town and the cost of such repairs shall be charged to the dealer or contractor or to his principal.

Work shall proceed promptly until the erection of the memorial is complete.

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

Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

Memorial dealers shall abide by all rules of the cemetery.

Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

## MONUMENTS AND MARKERS

Proper Family memorials shall be allowed on a lot and shall be set on the space designated by the Trustees and Cemetery Sexton.

Corner marker shall be placed as soon as possible after purchase of the lot. They shall be placed flush with the grade and any initials shall be incised, not raised.

While the Town will exercise all possible care to protect the 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.

No coping, curbing, fencing, hedging, grave mound borders, or enclosures of any kind shall be allowed around any lot; and no walks of brick cinders, tile, stone, marble, terra-cotta, sand cement, gravel, or wood shall be allowed on any lot. The Trustees reserve the right to remove the same if so erected, planted or placed.

Cemetery officials shall have the authority to reject any plan or design for any memorial which, in the opinion of the Trustees on account of size design, inscription, kind or quality of stone is unsuited to the lot on which it is to be placed or is not in conformity with the Rules and Regulations.

The Trustees reserve the right to stop all work of any nature, whenever, in their opinion, proper preparations have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such 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 Trustees is disregarded; or when work is not being executed according to the specifications; or when any person employed on the work violates any rules of the cemetery.

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

The name or inscription on each monument, vault, or marker, must correspond with the name and record in the office of the Trustees, and no change shall be made thereon except upon request of the proper parties and by permission of the Trustees.

All die-stones shall be finished in an approved manner, on at least the front and back and shall be at least six inches thick.

One headstone or monument per lot is allowed, centered on the lot. Monument shall correspond with the name on the deed. All graves must have foot stone over grave.

## **MATERIALS PERMITTED**

All monuments shall be constructed of good natural stone. No artificial stone of any description is permitted. All monuments must have a cement foundation under them at a minimum depth of one (1) foot deep.

## **MISCELLANEOUS**

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

No monument or marker shall be removed from the cemetery, except by the Town unless the written order of the plot owner be presented at the town office and permission granted by the Trustees.