



INTERMENT PROCESS BUZZELL, BEECH GROVE & HILLSIDE CEMETERIES

TOWN OF GILMANTON, NEW HAMPSHIRE

Cemetery Trustees, P.O. Box 56, Gilmanton, New Hampshire 03237-0056

(603) 267-8274 - (603) 267-6619 FAX cemeteries@metrocast.net - www.gilmantonnh.org

This document is a synopsis of the interment process found in the Cemetery Regulations, Town of Gilmanton, New Hampshire (Regulations), as amended, which should also be referenced. The Regulations are available from the Trustees or at www.gilmantonnh.org.

Interment Process

- A. The applicant must provide a signed Interment Order, proof of ownership and/or proof of right of burial. The funeral director, next of kin or designated agent shall present all burial documents prior to arrival in the cemetery.
- B. When instructions regarding the location of an interment space are not provided, or are indefinite, or when, for any reason, the interment space cannot be opened where specified, the Trustees may, in their discretion, authorize it opened in such location in the lot as they deem best and proper, so as not to delay the funeral; and the Town shall not be liable in damages for any error so made. In the instance of a preexisting lot for which the Town has insufficient burial records, no interment shall be allowed unless the applicant also provides proof that available burial space exists. In the instance where ground sensing radar is utilized it shall be at the expense of the applicant.
- C. The cemetery will be open for interments only upon appointment with the Trustees. A minimum notice of 24 hours shall be given for an interment. The Trustees reserve the right to postpone interment time due to acts of God, nature, weather, and civil and national emergencies. Generally interments will not be made on Sundays, Holidays or between December 1 and April 15 except with the prior consent of the Trustees. In that instance, every effort will be made to accommodate requests, however, permission will be granted subject to availability of staff and weather conditions that allow gravesites to be located and opened without damage to cemetery property or other gravesites.
- D. The Trustees do not provide services for interment, disinterment, ceremonial activities, or monument, marker or foundation installation, repair or maintenance. All burial services shall be provided by the funeral director, next of kin or designated agent. Services shall include grave opening/closing, artificial grass, lowering devices and any other materials and/or equipment associated with the burial ceremony. All interments, including cremains, shall be done under the supervision of a Trustee by a contractor pre-approved by the Trustees.
- E. Once opened, the funeral director, next of kin or designated agent and contractor shall be liable to see that graves are adequately covered/secured until the burial.
- F. Once a casket containing a body is within the confines of the cemetery, it shall not be opened except by a funeral director or his assistants or on an order signed by a court of competent jurisdiction.

Lot/Right To Inter Ownership

- A. RSA 290:24 and other applicable laws of the State of New Hampshire govern the

descent of title for cemetery lots. If a deed or Certificate of Interment cannot be presented in relation to a planned burial, a person shall sign an Interment Order. However, the books of the Cemetery Trustees shall be considered as final in determining ownership of any grave or cremation space. The Trustees reserve the right to make an interment of any member of the immediate family of the lot owners upon their own authorization. No other person may be interred in any plot without proof of ownership or written consent of the owner. Notarized statements as to relationship and certified copies of wills or probate records sufficient to prove ownership may be submitted. Description of graves or cremation spaces shall be in accordance with the cemetery graves or cremation spaces which are kept on file by the Trustees.

Fees

- A. There is no fee due to the Town for the initial interment in each grave.
- B. There is a \$100 fee for each additional interment per grave – due at the time of interment.
- C. A Lot Care fund can be established, or an existing fund increased, to assist in the future care of the lot. Such additional General Care Funds donated towards the maintenance and care of the cemetery are deductible under Internal Revenue Codes sections 170 (a)(1) and 170 (c)(1).

Interment Standards

- A. One-lot sites are limited to a combination of three interments, i.e.:
 - 1. one full burial plus two cremation burials above; or
 - 2. one full burial plus two infant burials; or
 - 3. three cremation burials.For lots sold by deed prior to July 31, 2006, multiple interments may be approved by the Trustees upon their determination that adequate space can be documented.
- B. No animal/animals will be allowed to be buried in or on any cemetery site or property with the exception that pet cremains may be included with a human interment.
- C. All non-cremain interments shall be enclosed in a sealed cemetery cement vault. Upon request, and for good reason given, the Trustees may allow the interment to be covered only, and not enclosed, with a cement vault.
- D. All subjects for burials including amputated limbs must be received in an enclosed, rigid container.

Monuments, Markers & Plantings

All monuments, markers, plantings and decorations shall comply with the Regulations. Refer to the Regulations for all applicable standards.

- A. Granite corner monuments around the perimeter of the total lots owned are encouraged if not previously installed, but are not required.
- B. For rights to inter sold after July 31, 2006:
 - 1. A total of 3 markers (flush or monument) are allowed per lot.
 - 2. Every burial is allowed either:
 - a. a flush marker not exceeding 2' x 1' or
 - b. a monument not exceeding 1' deep by 2.5' wide and 1.5' in total height (unless one of the joint monument options below is utilized).

1. Two or more adjacent lots may have one joint monument not exceeding 1' deep by 2.5' wide and 1.5' in total height, placed at the center of the lots.
2. Four or more adjacent lots may have one joint monument not exceeding 2' deep by 3' wide, and 3.5' in total height, placed at the center of the lots.

For lots sold by deed prior to July 31, 2006, the above configurations may be approved by the Trustees upon their determination that adequate space exists.

- C. No monument or other structure on a lot above ground shall be constructed of any other material than cut marble, granite, natural stone, or real bronze.
- D. No monument or other structure shall be erected until a suitable foundation is laid. All foundations for monuments and markers shall be no less than 4 feet in depth. Deeper foundations will be used when deemed advisable by the Trustees.
- E. Monument installation shall be by the owner's contractor under the supervision of a Cemetery Trustee.
- F. Changing the surface of a lot is not permitted.
- G. Planting of shrubs and trees is prohibited.
- H. The in-ground planting of flowers on lots with above-ground monuments is allowed, but is limited to an area fourteen inches in front of the above-ground monument.
- I. Only removable pots will be permitted on graves with flush markers.
- J. No glass jars, unsightly metal receptacles, or breakable flower containers shall be placed on lots. True floral containers and rustic baskets are recommended. No plastic flowers containing wires shall be placed on lots. Plants or silk flowers are recommended.

Correction of Errors/Limits of Municipal Liability

The Trustees shall take reasonable precautions to protect Lot owners within cemeteries from loss or damage; but distinctly disclaim all responsibility for loss or damage from causes beyond their 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 provided in the Regulations.

The Trustees and 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 Regulations have not been complied with; and further, said Trustees reserve the right, under such circumstances, to place the body in a receiving vault until the full rights of the parties have been determined. The Trustees shall be under no duty to recognize any protests of interment unless they are in writing and filed with the Trustees.

The Trustees reserve the right to correct any errors that may be made by them in making interments, disinterments or removals, or in the description, transfer, or conveyance of any interment property. The Trustees and 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.

At the time of sale, the purchaser shall submit to the Trustees a written list of names of those authorized to be interred within the lot. If the purchaser makes no designation, then by default these authorized persons include the lot owner, his/her mate at the time of his/her death, and his/her children, subject to the capacity of the lot, State Statutes and these Regulations. Each authorized person may subsequently transfer their right of burial to another person, but must so notify the Trustees in writing.