

Kingston Evergreen Cemetery Association, Inc.

Rules & Regulations

Revised 2011

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Formal Adoption and Subjection

For the mutual protection of the license holders, their family and visitors in the Kingston Evergreen Cemetery, the Board of Trustees, in accordance with Massachusetts General Laws Chapter 114, does hereby adopt the following Rules and Regulations. All license holders and persons within the cemetery, and all lots and graves shall be subject to said Rules and Regulations and the governing body shall adopt such amendments or alterations thereof or additions thereto from time to time. Reference to the Rules and Regulations in the document conveying the Right of Interment Burial shall have the same force and effect as if set forth in full therein.

General Laws of Massachusetts

Kingston Evergreen Cemetery Association, Inc. is also governed by General Laws of Massachusetts which include Chapter 272, Section 73. Whoever willfully destroys, mutilates, defaces, injures or removes a tomb, monument, gravestone, veteran's grave marker or metal plaque, veteran's flag holder that commemorates a particular war, conflict or period of service or flag, or other structure or thing which is placed or designed for a memorial of the dead, or a fence railing, curb or other thing which is intended for the protection or ornament of a structure or thing before mentioned or of an enclosure for the burial of the dead, willfully removes, destroys, mutilates, cuts, breaks or injures a tree, shrub or plant placed on a grave, shall be punished by imprisonment in the state prison for not more than five years or by imprisonment in the jail or house of correction for not more than two and one half year and by a fine of not more than five thousand dollars.

Purpose of Cemetery

The cemetery is intended for the interment of those entitled to burial according to Massachusetts General Laws, the By-Laws of the Kingston Evergreen Cemetery Association and the Rules and Regulations of the Kingston Evergreen Cemetery Association. No grave shall be used for any other purpose other than the burial of the human dead. Exclusively the management or superintendent appointed by the governing body shall decide any questions on the burial of others not defined according to the Rules & Regulations, and such will be binding on both parties.

Cemetery Hours

The management shall have the right to fix the opening and closing hours of its cemetery office, buildings and its grounds. The office hours at this time are set by appointment.

Unless otherwise determined by management, the grounds of the cemetery are open from dawn to dusk each day.

“The Cemetery does not maintain nor plow its roads from December 1st to April 1st. Therefore any person entering the Cemetery during this period assumes all risk of harm and damage to any person or property.” The Cemetery, upon the payment of an additional fee, will only plow during this period to facilitate a burial.”

All correspondence should be mailed to:
Kingston Evergreen Cemetery Association, Inc.
c/o P.O. Box 188
Kingston, MA 02364

Admission to Cemetery

The management reserves the right to refuse admission to the cemetery and to refuse the use of any cemetery equipment or facilities at any time by any person or persons, as the rules, judgment, and traditions of the Kingston Evergreen Cemetery Association may dictate.

Arrangements of Interments

The superintendent shall have the right to require those wishing to make a selection of a grave, lot, or arrange an interment, to visit or call at the cemetery office in ample time to complete the respective arrangements. If a funeral director or other authorized agent is representing the license holder, the arrangements made by the agent with the superintendent are binding on said holder. No individual or organization, except those approved by the governing body will be permitted to conduct services in the cemetery.

The management shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where rules & regulations have not been complied with, or forbid such interment. Any protest may be required in writing and filed in the office of the Cemetery.

Interment Procedures

(Also see Instructions of Lot (Plot) Holder's Rights)

Interments shall be scheduled by the superintendent during normal business hours. Interments requested beyond these scheduled hours shall be at the discretion of the superintendent and shall be charged at the Premium Time Fee. The superintendent shall make every effort to be as accommodating as possible in scheduling Premium Time interments.

A Board of Health Burial Permit, Interment Authorization Form and any and all fees for each interment must be presented to the superintendent before the interment is completed. All fees will be paid by check made out to Kingston Evergreen Cemetery Association, Inc... Funeral processions entering the cemetery shall be under the charge and direction of the superintendent. The casket may not be opened at any time within the Cemetery without the express permission and in the presence of the superintendent. The superintendent reserves the right to refuse permission to open the casket without the consent of the legal representative of the deceased or without an order of the court or authority of another civil authority. No disinterment or removal shall be allowed without permission of management, written authorization of the license holder and all heirs of the deceased, a permit from the Board of Health, if required, and the payment of all appropriate fees.

Correction of Errors

The management reserves the right to correct any errors that may be made by it either in making an interment, disinterment or removal or in the description, transfer or conveyance of any of the rights of the license holder. Management may cancel such conveyances and substitute and convey in lieu thereof other interment rights or grave lot of equal value & similar location as selected by management.

Definitions

Cemetery	All land within the property of Kingston Evergreen Cemetery Association, dedicated for the burial of deceased human remains.
Governing Body	The Board of Trustees of the Kingston Evergreen Cemetery Association, Kingston Massachusetts.
Grantee	See License Holder.
Grave	A space of ground in a cemetery used, or intended for use, for the burial of deceased human remains. Each grave has the right of interment of one (1) full casket burial and one (1) burial of cremated remains or stillborn or burial of (2) human cremated remains.
Grave Box Liner	An <u>unsealed</u> concrete receptacle of three or more pieces in which the casket is placed at time of burial.
Interment	The permanent placement of a dead human body, placed in a casket, a durable outside container and buried in the ground.
Inurnment	The permanent placement of cremated human remains in a niche, space in a columbarium, or burial in the grave.
License Holder	The sole purchaser of the Licensed Rights of Burial of a grave, or cremation niche, located in the Kingston Evergreen Cemetery.
Lot	A place designated in a cemetery comprised of more than one grave space.
Lot Holder	See License Holder.
Management	The Board of Trustees (governing body).
Niche	A discrete chamber designed, constructed, and intended for use as a permanent repository, for the inurnment of cremated remains, encased in an urn.
Perpetual Care	An arrangement made by the cemetery whereby restricted funds are set aside, the income of which is used to maintain the cemetery, indefinitely.
Rights of Interment	The rights given to a license holder for the use of a specific burial grave or niche.
Superintendent	The person or persons duly appointed by the governing body for the purpose of conducting and administering the cemetery owned and operated by the Trustees of the Kingston Evergreen Cemetery Association.
Urn	A durable container to hold cremated human remains. An urn can be placed in a columbarium niche or buried in the ground.
Vault	A two-piece <u>sealed</u> receptacle for additional protection of the casket and or an urn, which is placed in the ground at time of burial.

Ornamentations and Decorations

In order to maintain a safe, pleasant and dignified burial ground, and to facilitate and expedite the overall maintenance of Kingston Evergreen Cemetery, the following Rules & Regulations shall be placed into effect, and shall apply retroactively to all grave sites.

No material of any kind whatsoever shall be used as edging around any lot by a lot holder.

All grave lot(s)/spaces must be kept ready for mowing during the summer months. Ornamental items necessitating moving for mowing will be removed. These items will be tagged and dated and placed in a designated area near the Prince Chapel. The lot holder shall have 60 days to claim such item(s) or they will be discarded.

The management reserves the right to remove any item(s), material(s) or structure(s) that, in its opinion, has become unmanageable, deteriorated, unsightly or dangerous. These items will be tagged and dated and placed in a designated area near the Prince Chapel. The lot holder shall have 60 days to claim such item(s) or they will be discarded.

Permission has been given by the governing body to its superintendent to trim any brush, branch, shrub or tree or cut anything down that will hinder mowing.

Bouquets, flowers, planters, pots, vases and other mementos including damaged plants and faded artificial flowers will be removed when they become unsightly in the opinion of the management.

Spring/Summer decorations and flowers must be removed by November 1st. Fall decorations and flowers must be removed by December 1st. Winter decorations and wreaths must be removed by April 1st.

One (1) approved vigil light will be allowed on each lot. All other sources of light, including but not limited to, solar, battery or by open flame are strictly prohibited. Vigil lights are to be placed in front of the stone only.

One (1) small religious statue not to exceed 16" high by 10" wide will be allowed on each lot. Statues are to be placed in front of the stone only.

A flowerbed of annual plants located in the front of the stone only, is permitted. The flower bed shall not exceed the length of the stone and to be no more than 12" in depth and shall be completely maintained throughout the season by the lot holder.

One (1) single hook crane (shepherd hook) not to exceed 4' (four feet tall) shall be permitted to be placed adjacent to the monument or stone.

Planting trees, bushes, shrubs, evergreens, ornamental grasses and perennials is prohibited.

If a lot holder is found in non-compliance of any of the Rules & Regulations, a notice will be sent to the lot holder's address on record. The lot holder shall have 15 (fifteen) days from mailing to rectify said violation before corrective action is taken by the management. The lot holder has the right to bring the matter in front of the governing body for discussion.

Fee Schedule

*Effective October 1, 2008
 Amended March 17, 2009
 Amended August 18, 2009
 Amended September 15, 2011*

	Location Cost Per Grave	Price
1	Holmes Park, CC Section, DD Section	\$1,500
2	A Section Overview	\$1,850
3	The Oaks (Rear Pond Area Opposite Evergreen Street)	\$3,500
4	Laurel-Vale	\$3,000
5	Oak Vale (Across From Holmes Park Section)	\$3,000
6	Mirror Pond	\$5,000
7	BB (Old Section)	\$1,500

PLEASE NOTE

- The above item numbers 3 through 7 will be in sequential order
- Two or more grave spaces are required for a monument

Regular Grave Openings

March 15th to December 15th

Location	Price
Full Burial	\$1,200
Cremations, Infants or Stillborns	\$450
Winter Openings (December 16 th to March 31 st) **	\$100
Weekend Openings (Saturday, Sunday, Holidays) **	\$100
Foundations Per Square Foot	\$200
Setting Footstones / Markers	\$150
Removals	Case by Case
Supervising of Bench Installation	\$300 (effective 8/19/08)

PLEASE NOTE

- ** - Indicates an additional cost
- Roads are **NOT** maintained during winter months. Any snow plowing required will be an additional cost passed on to the burial.
- Each grave accommodates 1 full casket burial & 1 burial of human cremated remains/stillborn **OR** burial of 2 human cremated remains.

MISCELLANEOUS

- Lot owners desiring to sell their lot must sell to EVERGREEN CEMETERY at the original purchase price (Voted-10/24/2006).
- Administration Fee \$50.00 per hour, minimum \$50.00 (Voted-11/21/2006).

Instructions of Lot (Plot) Holder's Rights

The use of the lot is for lot holder or lot holder's relatives for interment purposes only and not for any resale or profit. By special permission of the governing body, a person not a member of the lot holder's family may be interred in said lot, but, in no case shall a lot holder have any right to sell, transfer, exchange or in any manner dispose of said lot or any part thereof, or any right or interest therein or any use of said lot.

In the event of death of a lot holder any and all privileges of the lot holder shall pass to the lot holder's family as prescribed by General Laws, Commonwealth of Massachusetts, Chapter 114, Section 29, 31, 32 and 33 and also Chapter 150, Section 3.

If in a will no express disposition or other mention is made of a cemetery lot owned by the testator at his demise, the ownership of the lot shall not pass from the lawful heirs by any residuary or other general clause of the will, but shall descend to his heirs, as if he died intestate.

The spouse of an owner of any lot containing more than one available interment space has a vested right of interment of his/her remains in the lot.

If the lot holder has filed written instructions at the cemetery office as to which member or members of his/her family shall succeed to the right of said lot, said instructions will be recognized by the governing body and will be followed if in the judgment of said governing body such instructions are clear, practicable and not manifestly unjust.

If no valid or sufficient written instructions shall have been filed in such office, or if valid and sufficient instructions are in conflict with a later will, and the lot holder has left instructions in said will, duly allowed to probate in a court having jurisdiction thereof, subject, however, to a vested right of interment of a surviving spouse, such instructions shall control, provided they are not in conflict with the cemetery rules and regulations then in force and provided the cemetery office is furnished with proof of the same.

In the absence of valid and sufficient written instructions filed with the governing body by the lot holder or duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto by the laws of succession of the Commonwealth of Massachusetts.

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 by a writing acknowledged by a Notary Public and delivered to the governing body at the cemetery at which the lot is located and is terminated upon the interment elsewhere of the remains of the person in whom such rights vested. An affidavit by a 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 names in the certificate to any lot, when filed with the governing body is complete authorization to the governing body to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenant(s) or their successor(s) in interest.

Persons arranging for interments should visit the cemetery where the superintendent will aid them in effecting the necessary arrangements. A minimum of twenty-four (24) hours is required to request arrangements for interment. Additional time may apply when arrangements are near a holiday, severe weather or winter related emergencies.

Instructions of Lot (Plot) Holder's Rights (Continued)

All grave interments shall be made with a concrete or a durable outside container in accordance with specifications determined by the management.

The management reserves the right to permit or grant additional burial rights to those established herein, based on availability of space. No additional memorials or monuments will be allowed.

Service Charges and Payments

The governing body shall have the right to fix a charge and time of payment for each interment, disinterment, and removal, and for the performance of any other services rendered by the superintendent. All work and services in connection with such services shall be subject to and supervised by the superintendent.

Any indebtedness due purchase of lot, for work or services performed must be paid in full before an interment in the grave may be made, or before a memorial is erected, as the case may be.

The current Schedule of Fees is contained in this document as Appendix A.

Care

The Kingston Evergreen Cemetery as operated by said Board of Trustees is a Perpetual Care Cemetery. All money that is designated for the Cemetery is used for Cemetery purposes; a portion is set aside for investment and the proceeds thereof are used to provide perpetual care. The Perpetual Care Fund is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes the management and the care of cutting lawns, cleaning and maintenance of roadways, walks and buildings, provided there is sufficient income funds for these purposes. The Perpetual Care Trust Fund income in no case means the maintenance, repair or replacement any memorial placed or erected upon any lot or grave: nor the planting, cutting, watering or care of any privately planted flowers, existing trees or shrubs: nor does it mean the reconstruction of any granite or special work in the cemetery of a lot or grave.

Outside Workers

Only management reserves, and shall have, the right to give authorization to any workers, other than employees of the cemetery, before they may do work in Kingston Evergreen Cemetery.

Cemetery Employees

Employees of the Kingston Evergreen Cemetery are not permitted to do any work for a license holder or heir, except upon the order of the governing body or management. The Cemetery staff is required to be civil and courteous to all visitors at all times. It is the policy of the Cemetery staff to provide quality care and service to the families at all times and on an equal basis.

Memorials and Regulations for Memorial Work

Memorial dealers and/or their workers shall abide by all Rules & Regulations of the Cemetery. Workman who do not comply with these rules & regulations will not be permitted to work in the cemetery. All workers engaged in placing or erecting monuments or other structures are prohibited from scattering their material over adjoining lots, blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary. Any damage done to lots, trees, shrubs or other cemetery property by memorial dealers or their workers will be arranged to be repaired by the management of Kingston Evergreen Cemetery and the cost of such repair shall be charged to the dealer.

No monumental work will be allowed to be delivered or set in the Spring until the ground has fully settled and is in proper condition.

The moving of any monuments, etc. shall be approved by the management. The management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made or when work is being done in such manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to specifications; or when any reasonable request by the management is disregarded; or when the work is in violation of the Rules & Regulations.

The management will exercise all possible care to protect raised lettering, carving or other ornaments on any memorial or other structure on any lot, however, it disclaims responsibility for any damage or injury thereto.

Management reserves the right to fix the days and hours when memorial work may be performed.

Lettering on monuments or markers is the responsibility of the one ordering work and or the monument company hired to do the work. All lettering must be done during normal working hours (Monday-Friday).

No foundation or stone setting may be done on a lot until all fees have been paid in full.

All monuments shall have foundations, with the exception of official U.S. Government or flush markers.

One family monument, (either bench or stone) shall be allowed on every 2 graves owned by a single deed holder. The monument, stone or bench shall be placed in the center of the lot at the head of the lot. The dimensions, composition and complete description of all monuments, stones benches, markers, and/or slant stones to be erected must be submitted to the Board of Trustees for approval.

Single spaces are limited to either a bevel top hickey marker, slant stone or a flush marker. Bevel markers or slant stones may not exceed 24" in length, 10" in width, 16" in height on a foundation, but no base. The marker, slant stone or flush marker shall be placed in the center of the space at the head of the space. The dimensions, composition and complete description must be submitted to the management for approval.

No benches or monuments shall be allowed on single grave spaces.

The license holder, its heirs and its authorized agents (memorial dealers) shall abide by all the rules & regulations of the cemetery operated by Kingston Evergreen Cemetery Association.

The management reserves the right to approve and prescribe the kind, size, design, quality, and material of memorials, inscriptions, monuments and markers placed in the cemetery. All memorials and inscriptions are subject to the approval of management, further delegated to the treasurer for approval.

Memorials deemed by management to be obscene, offensive or unreasonable will be rejected.

License holder and/or memorial dealer shall submit a detailed drawing and design of the memorial at the time of ordering its foundation. The memorial contractors will supply a certificate of insurance to management before work is performed in the cemetery.

All memorial work or permanent placement of a memorial shall be with the approval of the license holder of said lot or grave and/or the heirs if the licensee is deceased. All upright memorials require a foundation. The location and position in which the memorial is to be placed or erected shall be entirely subject to approval and under the supervision of the superintendent.

Memorial employees, in placing or erecting memorials or bringing materials in regard to such work, shall operate in a safe and efficient manner at all times. As independent contractors, they shall be responsible for their work as well as any damage to other memorials and/or cemetery grounds. All work must conform to the cemetery rules & regulations.

A base is required on all upright memorials and must be at a minimum height of 8" not to exceed 10". The total height including the base will not exceed 3 feet in height and 4 feet in length.

A bench may not exceed the following dimensions, 4 feet in length, 18 inches in width and must be placed on patio blocks. Placement of a bench will be under the supervision of the cemetery superintendent (see fee schedule).

Grading and Improvements

The management reserves the right to do all grading, landscaping work, improvements of any kind, and all care of lots and graves; likewise to plant, trim, cut or remove all trees, shrubs and herbage within the cemetery grounds. Any and all improvements or alterations in the cemetery will be under the direction of and subject to the approval of the management. The management reserves the right to use legally approved chemical applications to beautify and protect the cemetery grounds.

Right to Re-plot

The following rights and privileges are hereby reserved to the Governing Body and/or management to be exercised at any time for the erection of buildings, for any purpose or use connected with, incident to, convenient for, the care, preservation of, preparation for interment of the deceased or other cemetery purpose; to survey, enlarge, diminish, re-plot, alter in shape or size or otherwise change all or part of a portion of any cemetery, including to establish, close or otherwise modify the roadways and walks.

No Easements Granted

No easement or right is granted to any license holder in any road, drive, walkway within the cemetery, but such roads, drives, walkways, may be used as means of access to the cemetery and its buildings as long as management devotes said areas for that purpose.

Loss or Damage

The management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage by an act of God, the elements, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond management's control, whether the damage be direct or collateral. In the event it becomes necessary to reconstruct, or repair any section of the cemetery, including graves or any portion thereof, management shall give written notice of repairs to its license holders or heirs of record or necessity of repairs. If it is the responsibility of the license holder or its heirs to repair said damage, then said notice be sent to the last known address of the license holder and if the holder does not repair the damages in a reasonable time, the management may direct the repairs to be made and charge the expense to the holder of record.

Use of Cemetery and Conduct within Cemetery

- The use of motorized vehicles and any other forms of transportation, other than authorized vehicles, are limited to roadways, paved or unpaved, and are specifically excluded from walkways and grassed areas.
- Speed shall be limited to fifteen miles per hour maximum (15 MPH).
- Parking on the grass is prohibited.
- All recreational activities including but not limited to sledding, skiing, ice skating, skateboarding, roller blading, scooters, and bike riding are not allowed in the Cemetery.
- Snowmobiles, go-carts, scooters or any other types of recreational motorized or mechanized vehicles are not allowed.
- No signs or notices or advertisements of any kind shall be allowed in the cemetery unless placed by the management.
- Domestic animals are strictly prohibited in the Cemetery whether or not they are in control by the responsible party or on a leash. Standard exception - Seeing eye dog.
- All persons are prohibited from any disrespectful use of the Cemetery.

- Children are not permitted to climb or play on monuments.
- Loitering, play or other boisterous activity within the Cemetery is prohibited.
- Alcoholic beverages are prohibited on the Cemetery grounds at all times.
- The governing body shall in no way be held liable for any injuries sustained by anyone while in the Cemetery.
- Water spigots are located throughout the cemetery grounds. Please be sure to turn water off completely when not in use. Water is turned off for the Winter season on or before November 1st and is turned on for the Spring/Summer/Fall season on or before May 1st.
- Trash receptacles are located throughout the Cemetery grounds. Please discard all old flowers, paper and pots in receptacles. Deposit of household trash is strictly prohibited. Please do not discard anything in the woods surrounding the cemetery.

Lot (Plot) Holder's Change of Address

It shall be the duty of the license holder grantee, and their heirs to notify the management of any changes in its mailing address. Notice sent to the holder at the last address in the records shall be considered sufficient and proper legal notification.

Change of address notice should be sent to:
Kingston Evergreen Cemetery Association, Inc.
c/o P.O. Box 188
Kingston, MA 02364

General

The management also known as the Board of Trustees meet on the 3rd Tuesday of each month at 6:30 p.m. at the Prince Chapel, located in Kingston Evergreen Cemetery, Kingston, MA. The annual meeting and election of officers and Board of Trustees for the upcoming year is held on the 3rd Tuesday in January at 6:30 p.m. at the Prince Chapel, Kingston Evergreen Cemetery, Kingston, MA. These dates are subject to change. Changes will be posted on the front door of the chapel.