



## RULES & REGULATIONS OF THE AKRON CEMETERY

### **Introduction**

These rules and regulations are adopted as the RULES AND REGULATIONS OF THE AKRON CEMETERY (Rules and Regulations”) and are for the mutual protection of all rights of interment owners (“Owners”) and the Town of Akron (“Town”) and are intended to provide the Cemetery with a uniform and permanent beauty.

All Owners, visitors, Cemetery employees, persons working directly or indirectly for rights of Owners, and burial lots sold shall be subject to these Rules and regulations, and subject further to such other rules and regulations, amendments or alterations as may be adopted by the Town from time to time. Reference to these Rules and Regulations in the Town’s other documents shall have the same force and effect as if set forth in full therein.

Inquiries regarding the Cemetery should be directed to:

Town of Akron  
250 Main Ave  
Akron, Colorado 80720  
970-345-2624

### **Ownership and Management – General Supervision of the Cemetery**

The Cemetery is owned, operated, and managed by the Town of Akron.

The Town Board of Trustees has the right of general control of the Cemetery in all matters, whether or not they are specifically covered by these Rules and Regulations.

**Office for Official Business of Cemetery** – Applications for the purchase, transfer, assignment or repurchase of Cemetery lots, interment and disinterment orders; or special permits of any kind must be made to the Deputy Clerk on all approved forms. All fees, payments, or charges for any interment, disinterment, or service shall be payable to the Town of Akron.

**Exceptions and Modifications** - Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. In such an instance, the Town shall have the right, without notice, to make exceptions or modifications to any of these Rules and Regulations.

**Amendments** - The Town may, at any time, adopt new rules or regulations or amend, alter, or repeal any rule of regulation contained herein. Such new or amended rules and regulations shall be binding on the owners of all burial spaces, regardless of when the burial space was purchased.

**Town Shall not Discriminate** - All decisions made by the Town and its employees in connection with the operation of the Cemetery shall be made without regard to race, creed, color, national origin, gender, sexual orientation, marital status, religion, ancestry, mental or physical handicap, or age.

## DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meanings set forth below:

**BURIAL MONUMENT** - The term “burial monument” shall mean any type of gravestone, tombstone, headstone, memorial, monument, or marker that commemorates the permanent disposition of the remains of a human body either below or above the surface of the ground.

**BURIAL SPACE** – The term “burial space” shall mean a grave space or a niche.

**CEMETERY** - The term “Cemetery” shall mean the Akron Cemetery, a burial park for earth and crypt interments.

**CEMETERY SUPERINTENDENT** – The term “Cemetery Superintendent” shall mean any Town Public Works Employee assigned to the Cemetery.

**CLERK** – The term “Clerk” shall mean any Town Office Employee assigned to the Cemetery.

**COLUMBARIUM** – The term “columbarium” shall mean a vault with niches for urns containing the ashes of cremated bodies.

**DISINTERMENT** - The term “disinterment” shall mean the removal of the remains or cremains of a deceased person, the casket, if any, the burial receptacle from the ground or urn from the columbarium.

**INTERMENT** - The term “interment” shall mean the permanent disposition of the remains of a deceased person by earth, crypt burial, or inurnment.

**INTERMENT AGREEMENT** – The term “interment agreement” shall mean an agreement for the provisional right to interment for the sole use and purpose of receiving interment, entombment, or inurnment within the Cemetery.

**NICHE** - The term “niche” shall mean a location within the columbarium vault designed to hold an urn containing the ashes of up to two cremated bodies.

**OWNER** – The term “Owner” shall mean, unless the context otherwise provides, the person with the right to interment in a burial space or the person who purchases a burial space.

**TRANSFER** – The term “transfer” shall mean any sale, assignment, grant, transfer, conveyance, pledge, or encumbrance.

**URN** – The term “urn” shall mean a vase or other container used to hold the ashes of a cremated body.

## **CONTROL OF WORK BY THE TOWN**

**Subject to Laws and Orders** – In addition to the Rules and Regulations, all interments and disinterments shall be subject to the orders and laws of the Town, Washington County, and the State of Colorado.

**Town not Responsible for Damage** – The Town shall take reasonable precautions to protect Owners and lots from loss or damage and shall use reasonable care in the opening and closing of burial spaces. However, the Town disclaims and shall have no liability or responsibility for loss or damage to persons or property resulting from any use of the Cemetery, including, but not limited to, damage caused by the elements, and act of God, thieves, vandals, malicious mischief makers, or unavoidable accidents, whether the damage is direct or collateral. Further, any liability of the Town for damage to person or property, or for other actions subject to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. (“Act”), shall be determined in the manner and to the extent provided by said Act. Nothing in these Rules and Regulations is intended or shall constitute a waiver of any limitations on liability or other protections of the Act.

**Liability for Damage** – Any person damaging, or causing to be damaged any Cemetery property, whether owned by the Town or an individual, will be held liable to repair said damaged property or to replace the property damaged to its former state without delay, and in a manner satisfactory to the Public Works Director.

**Work to be done by the Town of Akron** – Except as otherwise provided herein, all grading, landscape work and improvements shall be done; all trees, and shrubs shall be planted, trimmed, cut, or removed; and all openings and closing of graves for all interments or disinterments shall be made by the Town, or persons designated by the Town.

**Be Respectful of Services and Other Mourners** – Silence all cell phones and electronic devices. Please look after your children.

**Traversing Cemetery Property** – Persons within the Cemetery shall use only the roads, drives, or walks as thoroughfares. Any person using any portion of the Cemetery other than the roads, drives, or walks as a thoroughfare may be excluded from the Cemetery by the Public Works Director.

**Prohibited Activities** – The scattering of cremated remains is not allowed in the Cemetery. All persons are prohibited from gathering flowers, breaking trees, shrubs, or plants within the Cemetery.

## **INTERMENTS**

**Application for Interment** – The Town reserves the right to refuse interment in any lot and to refuse to open any grave for any purpose if proper written application is not filed with the Clerk.

**Manner and Charges** – All interments must be made in the manner set by the Cemetery Superintendent and only after payment of applicable charges unless payment arrangements have been made by the mortuary.

**Time and Scheduling** – All interments must be booked, at least 4 days in advance, through the Clerk. Interments must be scheduled Monday through Friday from 8:00 am to 4:00 pm and Saturday from 8:00 am – 11:00 am. There is an additional fee for a Saturday interment.

**Location of Burial Space** – The application for an interment permit must specify the exact location on the lot of the burial space desired to be opened. This must be done in sufficient time to allow for the opening and closing of the grave. When instructions regarding the location of a burial space on a lot cannot be obtained or are indefinite, or when, for any reason, the burial space cannot be opened where specified, the Cemetery Superintendent may, in his or her discretion, open it in such a location on the lot as the Superintendent deems best and proper; and the Town shall not be liable for damages resulting from any such change. If, for any reason, instructions concerning the location of the burial space to be opened are changed by the funeral director, Owner, or the representatives after the digging has begun, been completed, or the burial has been made, the person requesting the change shall be responsible for the payment of applicable additional fees to the Town. Such fees shall be paid before any work is performed under the revised instructions. Any requested change in instruction must be made in writing.

**Services Provided by the Town** – The services provided by the Town, in connection with interments, are limited to the opening and closing of the burial space. No more than one body may be interred in a single burial space, except in the case of cremated remains. In the case of multiple cremated remain burials, a plan must be submitted before the first burial to accommodate for multiple cremated burials.

**Approved Casket Burial Receptacles** – Every earth interment of a casket must be in an outside receptacle vault, the actual installation of which shall be made by the producers of such receptacles. The Cemetery Superintendent shall have the right to refuse any such receptacle that is damaged or in any way inadequate as determined by the Superintendent.

**Interment of Cremated Remains** – In order to inter cremated remains in the cemetery, the person(s) requesting the interment of cremated remains must choose an adequate container for the remains and all fees must be paid in full, or payment arrangements made by the mortuary. The Town shall not be responsible for the protection of the cremated remains. If the cremated remains must be relocated for any reason, the Town shall not be responsible for any damage to the cremated remains or to the container.

**Indigency** – When a request is made by a mortuary to inter an individual with insufficient funds to cover expenses, the Town shall work within the expense allowance granted by the Department of Social Services if the deceased was a resident. The Town may require proof of residency.

## **DISINTERMENT**

**Application and Notice for Disinterment** – The Town reserves the right to refuse disinterment in any lot and to refuse to open any grave for any purpose if proper written application is not filed with the Clerk. The Town reserves the right to require at least ten days' notice prior to any disinterment. No disinterment will be made on a Saturday, Sunday, holiday or on the day upon which any holiday is observed. All disinterments shall be done at the convenience of the Cemetery Superintendent.

**Payment of Fees** – All fees assessed by the Town for disinterments shall be made prior to the disinterment.

**Permission for Disinterment** – No disinterment of a body, will be made, without either an order of a court or competent jurisdiction, or a signed affidavit from the surviving spouse or next of kin, on a State approved form, stating that the disinterment is being requested for a valid reason, that the application is being made by a proper person, that there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent, and that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from the disinterment and release it from any claims the affiant may have, then or in the future, by reason of the disinterment. In addition to such requirements, the time and any Town work requested for the disinterment shall be subject to approval of the Cemetery Superintendent. The Cemetery Superintendent shall have the right to require a court order for disinterment at any time prior to the disinterment when circumstances exist or arise which indicate that there is a question as to the reason for the disinterment.

**Disinterment Prohibited Under Certain Circumstances** – Disinterment of a body so that the lot or burial space may be sold for profit to the heirs of the deceased or to any other person, or for removal contrary to the expressed or implied wish of the original Owner shall be absolutely forbidden.

**Services Provided** – The services provided by the Town, in connection with disinterments, are limited to the opening and closing of the burial space. The party responsible for removal of the disinterred remains from the Cemetery grounds must do so immediately and without delay.

**Town not Responsible** – The Town shall endeavor to exercise reasonable care in opening and closing the burial space but shall have no liability or responsibility for any damage to any casket, burial receptacle, the remains of the deceased, or any other property during the disinterment process.

## **PURCHASE OF THE RIGHT OF INTERMENT**

**Applications for Purchase** – Applications for the purchase of the right of interment must be made at Town Hall, on the approved application form, where plats showing the size, location, and description of all lots and the schedule of prices will be kept on file.

**Agreement Conveys Only the Right of Interment** – All sales agreements shall grant to the purchaser the right for interment only and only for human remains, subject to these Rules and Regulations. The fee title to all lots and burial spaces shall remain in the Town, subject to the right of interment conveyed to the purchaser. A Cemetery Deed will be provided to the Owner upon completion of application and payment received.

**Errors May be Corrected** – The Town reserves the right to correct any errors made by it in the description of the location of the burial space(s) to which the right of interment is conveyed, either by cancelling the sale and substituting in lieu thereof other burial space(s) of equal value, or in sole discretion of the Town by refunding the amount of money paid for said right of interment.

**Payment** – The purchaser gains the right to inter a deceased individual in a burial space only after fully paying the purchase price to the Town.

**Change of Address** – It shall be the duty of the Owner to notify the Clerk of any change in the Owner's mailing address. Notice sent to such Owner at the last address on file with the Town shall be considered sufficient and proper legal notification.

**Burial Set-Up** – Tents, artificial grass, lowering devices, and other equipment used in making interments and disinterments shall be the responsibility of the mortuary in charge of the burial or disinterment.

## **TRANSFERS AND ASSIGNMENTS**

**Consent of Town** – No transfer or assignment of the right of interment in any lot or burial space shall be valid without the prior written consent of the Cemetery Superintendent.

**Indebtedness** – The Town shall have the right to refuse to consent to a transfer or an assignment to persons other than legitimate heirs of the original Owner(s) if there is any indebtedness due the Town by the Owner of record.

**Repurchase by the Town** – If, for any reason, it becomes necessary for any Owner to dispose of his or her interest in any burial space, the Owner may make application to the Clerk for repurchase of the Owner's interest in such burial space by the Town, and the Town may elect to repurchase the burial space at a price equal to the original purchase price. The payment price will be paid to the Owner at the time the Owner has conveyed all of the Owner's rights and interest in the lot to the Town of Akron by instrument in a form required by the Town, such conveyance to be free and clear of all liens, encumbrances, and other rights whatsoever.

## **DECORATION OF GRAVE SPACES**

**Decorum of Lots and Burial Spaces** – The Town shall not have responsibility for damage, loss, destruction or theft of any flower, vases, or other decorations or items of personal property of any kind planted or placed at an interment site or elsewhere. Such items may be removed and disposed of by the Cemetery Superintendent without notice. The Town reserves the right to regulate the method of decorating lots and the right to remove and dispose of any decoration so that a uniform beauty may be maintained.

**Placement of Monuments** – No burial monuments will be allowed on any burial space until the space has been fully paid for. Only headstones are allowed; footstones and are not allowed.

**Monuments** – The Town respects a family’s choice of memorialization and aims to avoid unnecessary interference. However, to ensure fairness to lot owners and maintain the Cemetery’s beauty and harmony, The Town retains the right to decline or, if necessary, remove and dispose of any structure or object deemed harmful to the overall appearance of the Cemetery.

**Foundations** – All foundations and payments of such foundations for burial monuments shall be the responsibility of the Owner of the grave space or the person responsible for the interment.

**Placement of Foundation and Monument** – Prior to placement of a foundation or burial monument, a written request must be submitted to the Clerk to locate the grave space. This notice must be received at least one business day in advance prior to placement of a foundation or a burial monument. The Town shall not assume responsibility for an incorrect placement of any foundation or burial monument if placed prior to contacting the Cemetery Superintendent or Clerk or placed in an incorrect location.

**Removal of Monument** – No monument shall be removed from the Cemetery unless a written order by the lot owner is presented to and approved by the Cemetery Superintendent. A monument company may repossess a monument but must submit proof of need of removal.

### **Posted Akron Cemetery Rules:**

- 1. No planting flowers, bushes, or trees**
- 2. No curb, rock, or borders**
- 3. Clean up after your animals!**
- 4. Be respectful to graves, stones, and area**
- 5. No unauthorized vehicles off the roadway**
- 6. No glass containers**
- 7. Memorial Day flowers will be removed 2 weeks after Memorial Day**
- 8. Dead or wilted plants may be removed for maintenance**

## Akron Cemetery Fee Schedule

### SPACES

#### Full Burial or Cremain Burial Space:

1 Space	\$275.00
1 Space Perpetual Care	\$275.00

#### Columbarium Niche:

1 Niche	\$450.00
1 Niche Perpetual Care	\$100.00
Engraving per visit	\$250.00

### BURIALS/INTERMENTS (No interments between the hours of 12:00 noon on Saturday and 8:00 am Monday, and on holidays)

#### Full Burial:

Open and Close Grave (Weekdays)	\$675.00
Open and Close Grave (Saturday Morning)	\$875.00

#### Infant Burial Space (Casket/Vault Combo only, not exceeding 36" length):

Open and Close Grave (Weekdays)	\$550.00
Open and Close Grave (Saturday Morning)	\$750.00

#### Cremation Space:

Interment of Ashes per 1' x 1' hole (Weekdays)	\$450.00
Interment of Ashes per 1' x 1' hole (Saturday Morning)	\$650.00
Interment of Ashes per 2' x 2' hole (Weekdays)	\$775.00
Interment of Ashes per 2' x 2' hole (Saturday Morning)	\$975.00

2' x 2' hole can accommodate 2 cremains or 1 cremain w/ vault

#### Columbarium Open & Close

Interment of Ashes per niche (Weekdays)	\$450.00
Interment of Ashes per niche (Saturday Morning)	\$650.00

#### Indigent Space & Burial Fees will be on a case-by-case basis

Coordinated with the Department of Human Services

### DISINTERMENT/REINTERMENT (must be done on a weekday)

#### Full Burial:

Disinterment/Reinterment	
Moving from one space and back into same space	\$2000.00
Moving from one space to another in Akron Cemetery	\$2675.00
Disinterment – Removed from Akron Cemetery	\$2000.00

#### Cremation Burial:

Disinterment/Reinterment per hole/niche 1' x 1'	
Moving from one hole/niche and back into same hole/niche	\$650.00
Moving from one hole/niche to another hole/niche in Akron Cemetery	\$1100.00
Disinterment/Reinterment per hole/niche 2' x 2'	
Moving from one hole/niche and back into same hole/niche	\$975.00
Moving from one hole/niche to another hole/niche in Akron Cemetery	\$1750.00
Disinterment per 1' x 1' hole/niche – Removed from Akron Cemetery	\$650.00
Disinterment per 2' x 2' hole/niche – Removed from Akron Cemetery	\$975.00

#### Certificate of Ownership Transfer Fee

\$55.00

*Any unpaid fees are subject to additional fines and further actions.*