

**EVERGREEN HILL CEMETERY**  
**CHAGRIN FALLS, OHIO**  
**RULES, REGULATIONS, & PROCEDURES**  
**AS OF 3/25/2019**

**PURCHASE OF GRAVES**

1. Evergreen Hill Cemetery is provided for the residents of the Village of Chagrin Falls. A maximum of four graves may be purchased, per family, by Village residents only. The current cost of a 4'x12' full-size grave is \$800.00, which is limited to three cremation urns or one casket & two cremation urns. The current cost of a 4'x12' full-size grave, limited to three cremation urns only, is \$700.00. Section 3-C graves, cremations only, are \$1,300.00 each for residents and are limited to three cremation urns. A nontransferable Right to Bury form is issued by the Village for each purchase of a grave. For a deceased resident who has a Trust, the Trust is limited to the purchase of one grave only.
2. No Village resident may purchase graves for a non-resident.
3. In-ground graves are not offered to non-residents, however, exceptions may be made at the discretion of the Cemetery Commission upon receipt of a written request from a non-resident. When an exception is made, a maximum of two graves may be purchased per family (unless otherwise approved by the Commission). The cost to a non-resident for a 4'x12' full-size grave is \$2,350.00 and a 4'x12' full-size grave for cremations only is \$1,850.00.
4. The purchase of a Right to Bury for a grave site is a final sale and nonexchangeable. It cannot, for any reason, be transferred, exchanged, or switched. The Village (only) may repurchase unused graves at 75% of the current sale price, at the discretion of the Cemetery Commission.

**COLUMBARIUM NICHE:**

1. The purchase of a Right to Bury for a niche is a final sale and nonexchangeable. It cannot, for any reason, be transferred, exchanged, or switched. The Village (only) may repurchase a niche at 75% of the current sale price, at the discretion of the Cemetery Commission.
2. No Village resident may purchase a niche for a non-resident.
3. The cost of a memorial bench is \$7,500, which includes the foundation and engraving.

|                                 | <u>RESIDENT</u>  | <u>NON-RESIDENT</u>  |
|---------------------------------|--|--|
| One Niche (up to 2 cremations): | Tier A \$1,600.00<br>Tier B \$1,500.00<br>Tier C \$1,400.00<br>Tier D \$1,300.00 | Tier A \$2,400.00<br>Tier B \$2,300.00<br>Tier C \$2,200.00<br>Tier D \$2,100.00 |
| Engraving:                      | \$350.00 (one name)<br>\$525.00 (two names)                                      | \$350.00 (one name)<br>\$525.00 (two names)                                      |
| Opening & Closing:              | \$600.00   | \$600.00   |
|                                 | After 2:00 p.m. Monday through Saturday: \$850.00                                |  |

4. Each Columbarium niche is 12 inches long, 12 inches wide, and 12 inches high. For one urn to be placed in a single niche, it shall measure 11 inches long, 11 inches wide, and 11 inches tall or less. For two urns to be placed in a single niche, each one must measure less than 5 inches wide, 5 inches long, and 11 inches tall or less. **It is strongly suggested that a niche owner confirm with their funeral home on these exact urn size requirements,** as there are different sizes available.
5. In order to ensure that an urn fits into the niches in the Columbarium, the Village offers urns for sale at a cost of \$400 each.

### **MAUSOLEUMS:**

1. Mausoleums are allowed in Evergreen Hill Cemetery only in specifically designated lots. Mausoleum lots are a minimum size of 20' x 20'.
2. The cost of a mausoleum lot is \$30,000 for a resident, and \$60,000 for a non-resident. This cost includes the concrete foundation that will be provided by the Village.
3. All sales are final upon installation of the mausoleum. The Village (only) may repurchase an unused mausoleum lot for 75% of the current sale price, at the discretion of the Cemetery Commission.
4. Detailed plans and drawings for any proposed mausoleum must be submitted and approved by the Village of Chagrin Falls prior to installation. Plans are to include a diagram of the proposed mausoleum showing all sides of the mausoleum, dimensions, materials, and an exact rendition of the wording and/or picture to be installed on it.
5. All mausoleums shall be manufactured in the United States by a monument company approved by the Village of Chagrin Falls. Stainless steel pins are required wherever pins are to be installed.

6. The monument company is responsible to accept, inspect, and arrange to set the mausoleum, as well as for any costs associated with the installation crane, any property damage that may result, and any traffic control that may be required.
7. Prior to mausoleum installation, the Cemetery Sexton will inspect the mausoleum to ensure that it meets all requirements and is the same as the approved plans. The Village of Chagrin Falls is not responsible for any damage prior to installation.
8. All caskets to be buried in mausoleum crypts shall be approved for use in mausoleums.
9. Upon completion of the mausoleum and final inspection by the Cemetery Sexton, all future maintenance of the mausoleum is then the responsibility of the Village of Chagrin Falls.

### **BURIAL PROCEDURES & COSTS (OPENING & CLOSING):**

1. The current costs for burials are:
  - (a) Adult Casket      \$1,000.00 (per person/burial-transit permit)
  - (b) Infant Casket      \$700.00 (per person/burial-transit permit)
  - (c) Cremation Urn      \$600.00 (per person/certificate of cremation)

Burials after 2 p.m. Monday through Saturday:

  - (a) Adult Casket      \$1,500.00 (per person/burial-transit permit)
  - (b) Infant Casket      \$800.00 (per person/burial-transit permit)
  - (c) Cremation Urn      \$850.00 (per person/certificate of cremation)
2. The Sexton may request the family to produce their Right to Bury permit.
3. There will be no burials on Sundays or on legal holidays.
4. The Village must receive 48-hour notice (two business days) for burials. There will be no burials after 3:30 p.m. on Saturdays.
5. Payment is due upon the scheduling of the burial.
6. Only one adult casket may be buried in a grave. An infant casket or two cremation urns may be buried on top of an adult casket-filled grave; or three cremation urns may be buried in an unused full-size grave.
7. The west end of the grave is the "head" end; the husband is buried in the south grave and the wife in the north grave of their two graves unless otherwise approved by the Sexton.
8. No burial may be made closer than three (3) feet to an existing large family monument in order to protect the stability of the monument.

9. A concrete or steel vault is required with all burials except cremations which must be in a marble or metal urn approved by the Sexton.
10. All burials (caskets and cremation urns) shall be done by Village employees.
11. Human remains only may be buried in the cemetery. No objects are permitted other than caskets, vaults, and urns.
12. Flowers will be discarded from a grave site seven to ten days after the funeral service.
13. Village employees will seed graves when weather permits.

## **GRAVE MARKERS**

1. All grave markers must have prior approval of the Sexton. Large monuments which cover an entire grave are not permissible. Detailed plans and design drawings from a monument company are required. Exact wording and/or picture to be installed on the marker must be provided.
2. All grave markers must be placed on a concrete foundation provided by the cemetery at a cost determined by the Cemetery Commission. The Village of Chagrin Falls will provide a complimentary foundation to support and 2 ft. x 1 ft. Veterans Administration marker. All foundations will be installed twice a year; once in the Spring and once in the Fall.
3. Grave markers are to be placed at the west end of the grave site; the head of the grave. Exceptions, due to individual circumstances, will be determined by the Cemetery Commission and the Sexton.
4. Only one grave marker, a maximum of 30" wide for a single grave and a maximum of 60" wide for two adjoining graves, is permitted on a grave. A second marker, not exceeding 24"x12" in size, may be placed flush with the ground to the east side of the first grave marker on a full-size grave.
5. Any grave marker greater than 36" in height must have prior approval of the Cemetery Commission.
6. All bench requests must be approved by the Cemetery Commission. Plans and design drawings from a monument company are required. All benches must be made of granite and they must be pinned. All benches must rest on a granite base.
7. Before a headstone or bench can be installed in the cemetery, they must be inspected by the Sexton. Appointments can be made during regular business hours.

8. All installation and work performed on headstones and benches must be done by a certified monument company and installed under supervision of the Sexton.
9. Field stones or rocks cannot be used as grave markers.
10. Temporary grave markers, such as those used by Funeral Directors, will be removed by Village employees and discarded after approximately six (6) months.
11. Foundation orders for grave markers will not be accepted before April 15th or after September 30th.
12. The Village of Chagrin Falls will not be held responsible for any damage that may occur, or any future restoration, to a grave marker which is anything other than the standard marker. A signed waiver is required.
13. In 2008 several new grave sites in historic sections 1-10 were established. It is the desire of the Cemetery Commission to ensure that the grave markers in these sections remain consistent with their historic nature. All grave markers in these sections must be approved by the Cemetery Commission.

### **GRAVE MARKER FOUNDATION FEES:**

|          |           |
|----------|-----------|
| 2' x 12" | \$ 275.00 |
| 3' x 12" | \$ 325.00 |
| 4' x 12" | \$ 375.00 |
| 5' x 12" | \$ 425.00 |
| 6' x 12" | \$ 475.00 |

### **DECORATIONS & LANDSCAPING OF GRAVES**

1. Plantings may be placed within two feet of the east side of the grave marker, that is, on the grave. No trees may be planted.
2. Shrubs and bushes may be planted only with prior approval of the Sexton. Such plantings shall not encroach on other grave sites and shall be in a line with (in between) the grave markers. If not maintained and trimmed regularly, plantings will be trimmed or removed by Village employees.
3. Artificial flowers are permissible on graves between December 1<sup>st</sup> and March 1<sup>st</sup>. They should be removed by the family. Otherwise, they will be removed by Village employees and discarded. The following decorations are not permitted: hanging baskets, wind chimes, breakable pottery, bird houses and items hanging from trees, statues, plastic or wood signs, stuffed animals, vases of any kind, alcohol containers, and like objects. Nothing with any

illumination of any kind is permitted (other than what the village provides). Any planting, decoration, or other item listed herein and not permitted shall be removed and discarded by Village employees.

4. American flags and wreaths for Memorial Day and July 4<sup>th</sup> are permitted from Memorial Day weekend through July 10<sup>th</sup>.
5. Ground cover, such as myrtle, ivy, pachysandra, etc. is not acceptable for plantings to cover a grave site.
6. Decorations that do not meet the rules and regulations of the cemetery are removed by village employees and placed behind the cemetery maintenance building for one week before being discarded. Columbarium and grave owners are encouraged to check this location if their decorations are missing.

## **DISINTERMENT**

1. The current costs for disinterments are as follows:

|    |               |            |
|----|---------------|------------|
| a) | Adult Casket  | \$1,500.00 |
| b) | Infant Casket | \$800.00   |
| c) | Cremation Urn | \$850.00   |
2. The vault company will charge for removal of a vault at their discretion and bill the requestor separately.
3. The Village of Chagrin Falls will not be held responsible for any damages that may occur to the headstone or the vault and/or adjoining headstones and vaults. The requestor will be responsible for any and all repair costs. A signed waiver is required.

## **MISCELLANEOUS**

1. No pets are permitted in the cemetery.

***Note: If you have any questions, please contact the Cemetery Sexton at (440) 247-1158. If you have a specific request, it must be presented in writing to the Sexton and Cemetery Commission for their review. These Rules, Regulations, & Procedures are subject to change without notice.***

Revised 03/25/2019

**VILLAGE OF CHAGRIN FALLS**  
**EVERGREEN HILL CEMETERY**  
**AFFIDAVIT OF HEIRS**  
**TO CEMETERY PLOT**

THE UNDERSIGNED, hereinafter "Affiant", agrees and deposes and states as follows:

1. That my name is \_\_\_\_\_.
2. That my date of birth is \_\_\_\_\_.
3. That I currently reside at \_\_\_\_\_.
4. That I allege ownership of the deed or right to bury to Section \_\_\_\_\_, Lot \_\_\_\_\_ Grave(s) \_\_\_\_\_ in the Village of Chagrin Falls Evergreen Hill Cemetery "Grave(s)" by virtue of inheritance.
5. That the deed or right to bury are currently held in the name of \_\_\_\_\_ and, (if applicable) \_\_\_\_\_, ("Owner").
6. That Owner was related to me as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. That Owner died on or about \_\_\_\_\_ and \_\_\_\_\_ (death certificates must be provided). The Owner's last will and testament names me, or the persons named in Paragraph 8 below as the beneficiary of the residue of the Owner's estate(s) and such will does not specifically devise or bequeath the Grave(s) to anyone else, or if applicable the owner died intestate, without a will, and that anyone else who is within two degrees of kinship who has a right to claim any interest, right or title to the Grave(s) has waived, relinquished and assigned to me their interest in the Grave(s).
8. That any succeeding or intervening generations between Owner and the Affiant are stated below and did not convey, assign, gift or by will devise or bequeath the Grave(s) to anyone else not referenced in Paragraph 7 above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. That I am asserting the right to utilize the Grave(s) based on my relationship to the Owner and claim that I have all right, title and interest in and to the Grave(s) by virtue of being an heir to the Owner.
10. I represent that I am the only heir, other than the persons who assigned their interest in the Grave(s) to me as noted in Paragraph 7, of the person(s) listed in Paragraph 8 who have an interest in utilizing the Grave(s) for personal purposes.
11. I represent that I have contacted all other known relatives or heirs of the parties referenced in Paragraph 8 to determine whether in fact they have any interest in utilizing the Grave(s) for personal use. I represent that all heirs and relatives of the parties referenced above have declined or stated no interest in use of said burial Grave(s) for personal purposes.
12. I further represent that at no time in the past have the Grave(s) been probated as part of any individual's estate named above and that same have remained in the name of the Owner since the date of his/her death.
13. I represent that if any other relative or heir of the parties named above indicate an interest in personal use of the Grave(s) that I will immediately notify the Village of Chagrin Falls ("Village") of said claim of interest.
14. I recognize that if the Village offers to me or other members of my family the right to utilize the Grave(s) that I will irrevocably hold harmless and indemnify the Village from any and all claims, actions, liability, damages, costs and attorney fees incurred by or imposed upon the Village as a result of the use of the Grave(s) by me, and further, that this representation forms an agreement with the Village regarding this matter.
15. That the Village may rely upon the representations contained herein as true, the Affiant having fully disclosed the facts and circumstances pertaining to the Grave(s).
16. That in the event there is a conflict or claim regarding the Grave(s) and my right to use same or to grant the use of same to other members of my family, or other heirs of the Owner, I agree that I will forthwith terminate any further claim of right or title until I have resolved said conflict to the satisfaction of the Village and at my own expense, including all attorney fees and costs, so as to provide the Village with appropriate documentation or court orders which will finally adjudicate and determine the rights of the respective parties with respect to the use, ownership and holding of the Grave(s).

17. This affidavit and agreement is made by the Affiant so as to induce the Village to allow the Affiant, or the designated members of Affiant's family, as Affiant directs, to use and possess the Grave(s) and to transfer title to Affiant in the event the Village determines that such is in its best interest.
18. That the consideration for this affidavit and agreement is the promises and conveyances contained herein and the right to use and possess the Grave(s). This affidavit and agreement shall be binding on Affiant, and Affiant's heirs, executors, administrators, successors and assigns, and inure to the benefit of the Village.

THIS AFFIDAVIT AND AGREEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by the undersigned.

\_\_\_\_\_  
Signature of affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_  
County, Ohio  
My commission expires:

Accepted:

VILLAGE OF CHAGRIN FALLS

By: \_\_\_\_\_  
Its: