

# **CEMETERY ORDINANCE**

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**TOWN OF OWLS HEAD**

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Adopted - August 28, 2017

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## **SECTION 1. PURPOSE AND APPLICABILITY**

For the mutual protection of lot owners and easement holders and the Town's cemeteries as a whole, an ordinance is hereby enacted to govern the role of the Town of Owls Head in the use and regulation of each of the Town's cemeteries (See Appendix A for the list of the Town's cemeteries). These ordinances, together with such rules and regulations as may be enacted by the County of Knox, the State of Maine and the federal government of the United States, as may hereafter be amended, are intended to assist in establishing and maintaining the Town's cemeteries as peaceful and beautiful areas, as well as reverent symbols of respect for the deceased.

## **SECTION 2. CEMETERY BOARD**

Hereinafter the Town of Owls Head shall be referred to as the Town, The Board of Selectmen shall act as the Cemetery Board and hereinafter shall be referred to as the Board and each of the Owls Head Cemeteries may be referred to as the Cemetery.

The Town or its employees assume no liability for damage, or actual or mental anguish, in the performance of normal operations or loss by vandalism or other acts beyond reasonable control.

## **SECTION 3. LOT SALES AND BURIAL RIGHT EASEMENTS**

There shall be an official plot plan of each Cemetery on which all lots shall be numbered. These plot plans shall be recorded in the Knox County Registry of Deeds. Any lot purchase or burial right easement purchase (as in the case of the Owls Head (a/k/a Airport) Cemetery) shall be made at the Town Office.

Lot sales and easements shall be allocated as follows:

- a) Residents and non-residents will be allowed to purchase Lots or Easements, if available, at the Cemetery.
- b) Upon approval of the Owls Head Selectmen, interest in said Lots or Easements may be sold back to the Town of Owls Head for the original purchase price.

All interments in lots shall be restricted to lot owners or easement holders and members of the immediate family of owners or holders unless otherwise approved. Lot owners and easement holders must request permission from the Board, in writing, to bury persons not immediate members of the family.

For all of the Town's Cemeteries, excluding the Owls Head (a/k/a Airport) Cemetery, whose land is leased from the County of Knox, a person wishing to purchase a lot shall apply to do so by completing a written application in the form of Appendix E in this ordinance and paying to the Town Treasurer the full amount of the lot and perpetual

care price. Upon full payment of the purchase price of a lot, the right to be buried shall be conferred by the Town by issuing a Municipal Quitclaim Deed, in the form of the example in Appendix F, signed by the Selectmen on behalf of the town. All Quitclaim Deeds shall be designated by lot number and shall give reference to the official plot plan. The deed will then be recorded in the records of the Town and Knox County Registry of Deeds as evidence of ownership of the lot. Funds received from the applicant shall be held in escrow by the Town Treasurer pending receipt of a completed Deed from the County of Knox. After the deed has been issued, the funds held in escrow shall be nonrefundable.

For the Owls Head (a/k/a Airport) Cemetery, the right to be buried shall be conferred by the granting by deed of a Burial Right Easement (hereafter Easement) from the County of Knox, which shall be in the form of Appendix C to this ordinance. All Easements shall be designated by lot number and shall give reference to the official plot plan. A person wishing to purchase an Easement shall apply to do so by completing a written application in the form of Appendix D to this ordinance, and paying to Town Treasurer the full amount of the lot easement and perpetual care price. Funds received from the applicant shall be held in escrow by the Town Treasurer pending receipt of a completed Easement Deed from the County of Knox. The funds held in escrow shall be nonrefundable except as provided below.

Upon receipt of the completed application and payment the Town shall prepare an Easement Deed which may be signed by any one of the Selectmen on behalf of the Town. The applicant shall be notified that the Easement Deed has been prepared, and the applicant must sign the Easement Deed within fifteen (15) days of the mailing of this notification. Upon being signed by the applicant the Easement Deed shall be sent to the Administrator of the County of Knox to be signed. Upon being completed by the County Administrator, the funds paid by the applicant shall be disbursed from escrow and the Easement Deed shall be recorded in the Knox County Registry of Deeds. If the Easement Deed is not completed by the Town and County of Knox within thirty (30) days of receipt of funds, the funds shall be returned to the applicant and the application shall be treated as denied.

#### **SECTION 4. LOT REQUIREMENTS**

No lot will be sold or leased without perpetual care. The Fee schedule is available at the Town Office.

Additional fees may be charged for the opening of graves and other services not related to perpetual care. All fees shall be established by the Board. Fees will be reviewed annually.

## **SECTION 5. USE OF FEES**

The Easement fees from Owls Head (a/k/a Airport) Cemetery are to be used by the Town to make annual lease fee payments to Knox County and for the funding of proposed future expansion of the Owls Head Cemetery.

The Lot Sales from all other Cemeteries and all Perpetual Care fees are to be invested by the Town and only used for the cost of caring for lots, such as mowing grass, raking and other areas of maintenance as proscribed by the Town to maintain overall good appearance and conditions.

The Perpetual Care fees do not cover the repair, maintenance, or replacement of any marker or headstone except as such work is done in normal care.

## **SECTION 6. INTERMENTS**

- (A) Interments are to be handled only by funeral directors licensed by the State of Maine.
- (B) No interment shall be made until the Town has been furnished a permit, such as may be required by the laws of the State of Maine, together with an order from the owner of record of the lot, in which interment is to be made or from their legal representative. No interment is to be made until fees for opening the grave has been paid in full. The fees for opening all graves will be established by the Town Selectmen.
- (C) The graves in the Cemetery shall be used for the purpose of human burial only. All burials are to be made under the charge of the Cemetery Sexton.
- (D) All interments in lots shall be restricted to Lot owners and Easement holders and members of their immediate families, unless otherwise approved. Permission from the Board must be obtained in writing to bury persons not immediate members of the family.
- (E) Only one body will be allowed per grave with the exception of the following:
  - a. Two cremations will be allowed per grave (in the cemetery section). This applies only to the Owls Head (a/k/a Airport) Cemetery.
  - b. An infant with mother or father, twin children, or two children buried at the same time.
- (F) For all disinterments, a funeral director licensed by the State of Maine must be engaged to ensure compliance with relevant Maine state laws.

(G) Cremation:

- a. Lots in cremation section and burial section to contain no more than two urns.
- b. The scattering of ashes within the boundaries of the Cemetery is prohibited.

(H) In all interments caskets shall be enclosed in a permanent outside container. A permanent outside container is described as a non-degradable container such as a concrete, copper, steel or composite burial vault.

**SECTION 7. MONUMENTS**

- (A) No memorial stones or crosses of the upright nature will be allowed in Owls Head (a/k/a Airport) Cemetery.
- (B) Headstones will be used to mark the burial site. For the Owls Head (a/k/a Airport) Cemetery, headstones are to be flush with the ground and of a uniform measuring of twenty-four (24) inches long, twelve (12) inches wide, and not to exceed twelve (12) inches in depth.
- (C) A full foundation is required for the placement of headstones.
- (D) Flush headstones must be set even (flush) with the ground.

**SECTION 8. TREES, SHRUBS AND FLOWERS**

- (A) The planting of trees and shrubs on Cemetery premises by lot owners and easement holders is prohibited.
- (B) The planting of flowers is prohibited. Flowers in containers are permitted, but must be removed by September 30<sup>th</sup>.
- (C) Town Employees shall have the right to remove all flowers, when in their judgment the flowers become unsightly, faded or wilted.
- (D) Ornamentation is not encouraged. Ornamentation that prevents convenient maintenance is prohibited and may be removed by Town Employees. American flags honoring veterans placed on or after Memorial Day and special flag holders for these flags are acceptable and encouraged.

**SECTION 9. GENERAL RULES AND REGULATIONS**

- (A) The Cemetery will be open from sunrise to sunset.
- (B) No person shall walk upon or across lots or lawns unless it is necessary to gain access to a particular lot.
- (C) Alcoholic beverages and illegal drugs are strictly forbidden.
- (D) Persons visiting the Cemetery are prohibited from picking any flowers, damaging the grounds, or from writing upon, defacing or injuring any memorial, fence or other structure within the ground of the cemetery.
- (E) No person shall discard or dispose of any article in the Cemetery.
- (F) Motor cars and other vehicles must be kept under control at all times.
- (G) Bicycles, motorcycles, motorbikes, snowmobiles and all terrain vehicles are prohibited within the Cemetery.
- (H) The bringing of firearms into a Cemetery, except by military escort, is prohibited. The discharge of or carrying of any weapons, such as bow and arrow, air rifles, slingshots, or the hurling of rocks or pellets is strictly prohibited except in a military ceremony.
- (I) Dogs are not allowed.
- (J) The Cemetery Board has the right to adopt, without prior notification, and enforce such additional rules and regulations as are necessary to carry out the terms of this ordinance.
- (K) The Town disclaims responsibility for property damage or injury sustained by any person violating these rules.

**SECTION 10. ENFORCEMENT**

Violation of this ordinance shall be a civil violation, punishable by fines up to \$100 per violation, which may be recovered by court action, and the Town may also seek injunctive relief to prevent or stop violations.

**SECTION 11. CERTIFICATION OF ADOPTION**

We hereby attest that this is a true copy of the "CEMETERY ORDINANCE" for the Town of Owls Head, Maine, duly adopted at an Annual Town Meeting held on August 28, 2017. At the same time, the "ORDINANCE FOR THE CREATION & REGULATION OF OWLS HEAD CEMETERY" adopted on August 24, 2009 was repealed and replaced with the "CEMETERY ORDINANCE" dated August 28, 2017.

Selectmen: Linda Pass

D. J. M...

Thomas Von Mele

Attest to: Susan A. Curson  
Town Clerk

Date: 8/28/17



**APPENDIX A**

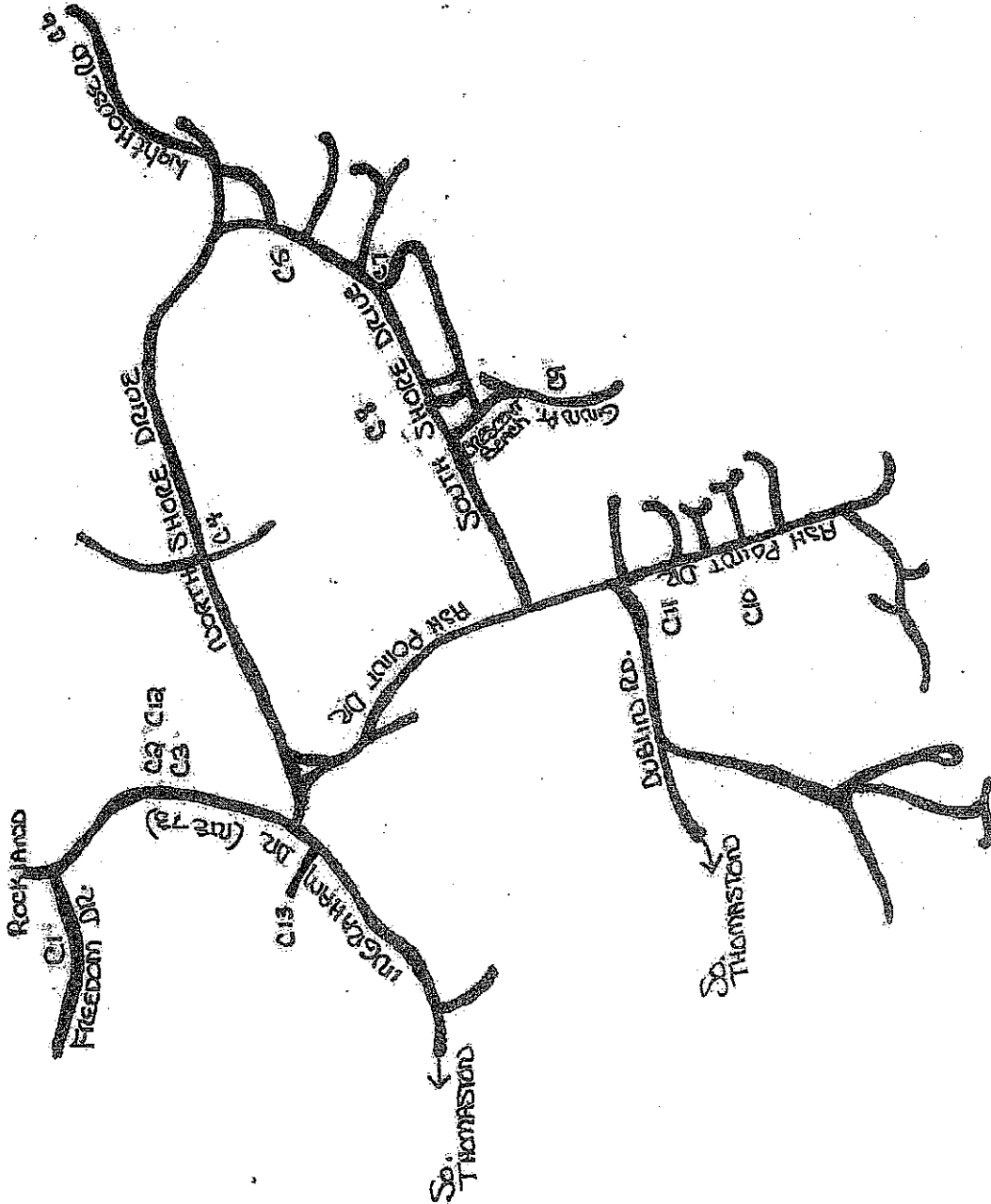
**TOWN CEMETERIES AND ACCESS POINTS (SEE APPENDIX B MAP)**

1. Ingraham (f/k/a Don Wiley's): C1\*, on Freedom Drive
2. Hall (f/k/a Ingraham, Head of the Bay): C2, on Ingraham Drive (Rt. 73)
3. Jewish (maintained by Adas Yeshurun Cemetery Association): C3, on Ingraham Drive (Rt. 73) adjacent to Hall Cemetery
4. Cooper's Beach (f/k/a Oak Run): C4, private; behind residences (#6 and #14) on Oak Run and accessed along the right side of hedge between these two houses
5. Evergreen: C5, at end of Evergreen Lane
6. Merriam (f/k/a Owls Head Lighthouse): C6, on Lighthouse Road
7. Holiday Beach: C 7, on South Shore Drive
8. Rose Hill: (f/k/a Addition): C8, private; at end of Knoll Road on private property
9. Ginn's Point: C9, private; off Ginn Point Road just south (left) of the residence at #21 on private property
10. Ash Point (maintained by Ash Point Cemetery Association): C10, on Ash Point Drive
11. Owls Head (a/k/a Airport): C11, on Ash Point Drive
12. MacPhail (f/k/a Hix): C12, on Dogwood Drive behind Hall Cemetery
13. Philbrook: C13, at end of Great Marsh Lane on private property, restricted access

\*Letter/number corresponds to location on map in Appendix B

APPENDIX B

CEMETERY MAP



## APPENDIX C

### BURIAL RIGHTS EASEMENT

The County of Knox (which may hereafter be referred to as “County”), a political subdivision of the State of Maine, for consideration paid grants to \_\_\_\_\_ (who may hereafter be referred to as Grantee”), of Owls Head, Knox County, Maine, a burial rights easement in and to Lot \_\_\_\_\_ situated in the Owls Head Cemetery in the Town of Owls Head Knox County, Maine. Reference is made to the plot plan of the Owls Head Cemetery dated \_\_\_\_\_ and recorded in \_\_\_\_\_.

Under this easement grantee, his heirs and assigns, shall have the right to inter the remains of one human body in said Lot in perpetuity and the County shall permit use and care of such Lot in accordance with agreements reached between Grantee and the proprietors of the Owls Head Cemetery, subject however, to the following conditions:

Agreements with United States: Change in use of Airport. This Easement shall be subordinate to the provisions of any existing or future agreement (a “Federal Agreement”) between the County and the United States relative to the use operation or maintenance of the Knox County Regional Airport (Airport), the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Grantee hereby agrees that to the extent that any such Federal Agreement shall affect Grantee and its use of the Premises and the Airport, Grantee and Grantee’s heirs and assigns, shall act in compliance therewith if the County is compensated an amount certain for land occupied by Grantee’s Lot, then that a proportional amount shall be paid to the Grantee. If Grantee fails to be in compliance with any such Federal Agreement then Grantee shall be in default and the County may enter the premises and disinter any remains from the Lot, and, if such remains are not claimed by Grantee, or Grantee’s heirs or assigns, may dispose of such remains in any lawful manner.

Rules and Regulations. By acceptance of this instrument the Grantee, and the Grantee’s heirs and assigns, agrees to comply with all rules and regulations of Knox County Regional Airport, local, state and Federal laws, rules and regulations, the County’s Storm Water Pollution Prevention Plan and Spill Prevention Plan and Control Countermeasures Plan. A listing including updated of said Plans will be made available to Grantee by County including: Title, Effective Dates, location or originals and/or copies for study in order to effect compliance. Said listing shall be made available to Grantee and kept current by County and will be maintained in the Airport Manger’s office. By acceptance of this instrument the Grantee, and the Grantee’s heirs and assigns, also agrees to comply with the ordinances and regulations of the Town of Owls Head regulating the use of the cemetery; provided, however, that compliance with the ordinances and regulations of the Town of Owls Head will be subordinated to compliance with the aforesaid state, Federal and County of Knox laws, rules, regulations and plans.

The grantee understands this parcel is subject to aircraft over-flight. The landlord further imposes a maximum height restriction above the ground of any obstacle to that of 15 feet within leased premises which includes structures as well as trees, plants, poles or monuments.

The Town of Owls Head hereby joins in this instrument to release its leasehold interest to the easement being granted herein.

Witness our hands and seal this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

Witness

\_\_\_\_\_

\_\_\_\_\_

Grantee

County of Knox

\_\_\_\_\_

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

Andrew L. Hart, County Administrator

Town of Owls Head

\_\_\_\_\_

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

STATE OF MAINE

County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_, Grantee, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

Printed Name:

My Commission Expires:

STATE OF MAINE

County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_, duly authorized County Administrator of the County of Knox, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires:

STATE OF MAINE  
County of Knox, ss

\_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
Duly authorized Selectman of the Town of Owls Head, and acknowledged the foregoing  
instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public  
Printed Name:  
My Commission Expires:

APPENDIX D

APPLICATION FOR BURIAL RIGHTS EASEMENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Lot No. requested: \_\_\_\_\_

Price:

Lot applied for: \_\_\_\_\_

Persons to be buried in lot: \_\_\_\_\_

Veteran: No \_\_\_\_\_ Yes \_\_\_\_\_

The Town of Owls Head leases the land that composes the Owls Head Cemetery from the County of Knox. Under the Burial Rights Easement the applicant, and the applicant's heirs and assigns, shall have the right to inter the remains of one human body in said Lot in perpetuity and the County shall permit use and care of such Lot in accordance with agreements reached between Applicant and the proprietors of the Owls Head Cemetery, subject however, to the following conditions:

Agreements with United States: Change in use of Airport. This Easement shall be subordinate to the provisions of any existing or future agreement (a "Federal Agreement") between the County and the United States relative to the use operation or maintenance of the Knox County Regional Airport (Airport), the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Applicant hereby agrees that to the extent that any such Federal Agreement shall affect Applicant and its use of the Premises and the Airport, Applicant and Applicant's heirs and assigns, shall act in compliance therewith if the County is compensated an amount certain for land occupied by Applicant's Lot, then that a proportional amount shall be paid to the Applicant. If Applicant fails to be in compliance with any such Federal Agreement then Applicant shall be in default and the County may enter the premises and disinter any remains from the Lot, and, if such remains are not claimed by Applicant, or Applicant's heirs or assigns, may dispose of such remains in any lawful manner.

Rules and Regulations. By signing this application the Applicant, and the Applicant's heirs and assigns, agrees to comply with all rules and regulations of Knox County Regional Airport, local, state and Federal laws, rules and regulations, the County's Storm Water Pollution Prevention Plan and Spill Prevention Plan and Control

Countermeasures Plan. A listing including updated versions of said Plans will be made available to Applicant by County including: Title, Effective Dates, location or originals and/or copies for study in order to effect compliance. Said listing shall be made available to Applicant and kept current by County and will be maintained in the Airport Manager's office. By acceptance of this instrument the Applicant, and the Applicant's heirs and assigns, also agrees to comply with the ordinances and regulations of the Town of Owls Head regulating the use of the cemetery; provided, however, that compliance with the ordinances and regulations of the Town of Owls Head will be subordinated to compliance with the aforesaid state, Federal and County of Knox laws, rules, regulations and plans.

The applicant understands this parcel is subject to aircraft over-flight. The County further imposes a maximum height restriction above the ground of any obstacle to that of 15 feet within leased premises which includes structures as well as trees, plants, poles or monuments.

The funds paid by the applicant shall be held in escrow, and they shall be nonrefundable except as provided below. Upon receipt of the completed application and payment the Town shall prepare an Easement Deed which may be signed by any one of the Selectmen on behalf of the Town. The applicant shall be notified that the Easement Deed has been prepared, and the applicant must sign the Easement Deed within fifteen (15) days of the mailing of this notification. Upon being signed by the applicant the Easement Deed shall be sent to the Administrator of the County of Knox to be signed. Upon being completed by the County Administrator, the funds paid by the applicant shall be disbursed from escrow and the Easement Deed shall be recorded in the Knox County Registry of Deeds. If the Easement Deed is not completed by the Town and County of Knox within thirty (30) days of receipt of funds, the funds shall be returned to the applicant and the application shall be treated as denied.

Witness Applicant's hand and seal this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant

**APPENDIX E**

**LOT SALE APPLICATION**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

Cemetery requested: \_\_\_\_\_

Lot requested: \_\_\_\_\_

Person to be buried in lot: \_\_\_\_\_  
\_\_\_\_\_

Veteran: No \_\_\_\_\_ Yes \_\_\_\_\_

Price:

Rules and Regulations:

By signing this application the Applicant and the Applicant's heirs and assigns agrees to comply with the ordinances and regulations of the Town of Owls Head regulating the use of the cemetery.

The funds paid by the Applicant shall be held in escrow and they shall be nonrefundable. Upon receipt of the completed application and payment the Town shall prepare a Municipal Quitclaim Deed which will be signed by the Town's Selectmen on behalf of the Town. Upon being signed, the Municipal Quitclaim Deed will be sent to the Knox County Registry of Deeds to be recorded.

Witness Applicant's hand and seal this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Applicant



APPENDIX F

MUNICIPAL QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, the INHABITANTS OF THE TOWN OF OWLS HEAD, a Maine municipal corporation situated in Knox County, Maine, for consideration received, release and grant to \_\_\_\_\_, with a mailing address of \_\_\_\_\_, all right, title and interest to a certain lot or parcel of land situated in the Town of Owls Head, Knox County, State of Maine, bounded and described as follows:

Lot # \_\_\_ in the \_\_\_\_\_ Cemetery in Owls Head, Knox County, Maine as per the plan of \_\_\_\_\_, Registered Land Surveyor, entitled "\_\_\_\_\_, Owls Head, Maine" dated \_\_\_\_\_ and recorded in the Knox county Registry of Deeds in Cabinet \_\_, Sheet \_\_\_\_\_.

For Reference see deed from \_\_\_\_\_ dated \_\_\_\_\_ and recorded in the Knox County Registry of Deeds at Book \_\_, Page \_\_\_\_\_.

This Lot is to be used for burial purposes only.

The said Inhabitants of the Town of Owls Head have caused this instrument to be signed and sealed in its corporate name its duly authorized Selectmen, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness Selectman

\_\_\_\_\_  
Witness Selectman

\_\_\_\_\_  
Witness Selectman

State of Maine  
County of Knox, ss.

Date: \_\_\_\_\_

Then personally appeared the above named Selectmen of the Town of Owls Head and severally acknowledged the foregoing instrument to be their free act and deed in their said capacity, and the free act and deed of the Inhabitants of the Town of Owls Head.

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Notary Public/ Attorney at Law

Printed Name:

My Commission Expires:

