

**AN ORDINANCE AMENDING THE VILLAGE'S CEMETERY REGULATIONS
AND DECLARING AN EMERGENCY**

WHEREAS, the Village wishes to update its Cemetery Regulations to create rules for the use of burial plots for multiple interments; and

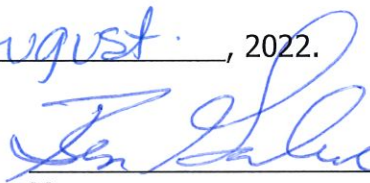
NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Middlefield, County of Geauga and State of Ohio, that:

SECTION 1. Council hereby amends the Village's Cemetery Regulations to read in their entirety as set forth in Exhibit A, which is incorporated herein by reference as if fully rewritten.

SECTION 2. The Village's Cemetery Regulation in existence immediately prior to the passage of this ordinance are hereby amended.

SECTION 3. This Ordinance is hereby determined to be an emergency measure, necessary for the immediate preservation of the peace, health and safety of the residents of the Village of Middlefield, so that the Village Cemetery Sexton has clear rules and guidelines to administer in connection with any request for dual or multiple interment within a single burial plot. Therefore, this Ordinance shall take effect immediately upon its passage.

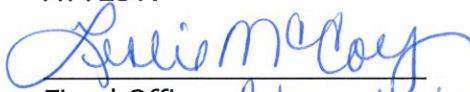
PASSED this 11th day of August, 2022.



Mayor

President Pro Tempore

ATTEST:



Fiscal Officer Administrator

(Highlighted matters represent regulations not previously adopted.)

Middlefield Cemetery Regulations

For the mutual protection and benefit of the plot owners in the Middlefield Cemetery, the Village ("Village") hereby adopts the following Rules, Regulations and Policies (collectively, the "Regulations").

These Regulations are promulgated by the Village pursuant to Chapter 945 of the Village's Codified Ordinances. All plot owners and persons within the Middlefield Cemetery (the Cemetery") and all burial spaces, shall be subject to these Regulations and any amendments hereto. These Regulations may be modified by the Village, at any time, and without notice to plot owners, and the amended regulations shall control. These Regulations are subject to the provisions of Chapter 945 of the Codified Ordinances and to Chapters 517 and 759 of the Ohio Revised Code, to the extent that such statutes may be applicable.

Authority of Sexton

As specified by Section 945.03 of the Village's Codified Ordinances, the Village Sexton is in charge of the management and control of the Cemetery. The Sexton runs the Cemetery on a day to day basis.

Any indebtedness due for work performed on a burial space must be paid before an interment in the burial space may be made, or before any memorial may be erected, unless otherwise approved by the Sexton.

Arrangements for Funerals And Interments

The Village requires those wishing to make a selection of a burial space for immediate interment or to arrange for a funeral or an interment to contact the Sexton with ample time to complete arrangements.

The Sexton will accept a request for an interment or opening of a burial space with proper written authorization from any plot owner of record.

The Village shall not be responsible for any interment information or instructions given by telephone or any mistake occurring from the want of proper instructions as to the size of the casket or as to the particular burial location where an interment is to be made.

The Village reserves the right to levy an equitable charge whenever additional labor costs result from such mistakes.

The Village shall not be liable for any delay in the interment of a body where a protest to the

interment has been made, or where these Regulations have not been complied with. The Village reserves the right, under such circumstances, to place the body in a receiving vault until the protest has been determined. Any protest must be in writing and filed with the Sexton.

The Village shall not be responsible for not being notified by the funeral home or family that a burial is to take place.

Interment Procedure

Upon entering the Cemetery, all funerals shall be under the exclusive charge and sole direction of the Sexton.

In order to provide each deceased individual with the remembrance and honor owed upon their passing, each interment space is designated for the burial of one adult casket or urn. Upon proper documentation and verification, an interment space may hold: One adult casket plus one urn; or one adult casket plus one infant casket or vault; or three urns. (See *Plot Owners' Rights* below.)

A casket may not be opened at any time within the Cemetery without the express permission from and in the presence of the Sexton. The Village reserves the right to refuse permission to anyone to open the casket or to touch the body without (1) consent of the legal representative of the deceased or (2) a Court Order. When the Sexton approves, a casket may be opened by a funeral director.

Disinterment and Removals

Per Section 945.05 of the Codified Ordinances, all disinterments are subject to and governed by the provisions of Section 517.23 of the Ohio Revised Code.

No disinterment or removal shall be allowed except with the permission of the Sexton. Written application of the surviving spouse or a court order is required. All disinterments must follow proper legal procedure.

An application for disinterment under section 517.23 of the Revised Code shall be in writing and may be made by the surviving spouse of the deceased if the applicant is eighteen (18) years of age or older, or by order of court. The application shall be subscribed, verified by oath, notarized, and filed with the Sexton.

The Village shall exercise due care in making a disinterment and removal, but the Village shall have no liability for any damage to any casket or vault in making the disinterment and removal.

The Sexton shall have the right to designate the hour and manner in which interments, disinterments and removals will be permitted. All interments, disinterments and removals shall be subject to the prior payment of such charges as shall be fixed by the Village.

Burial of Unclaimed Indigent Persons

In accordance with Section 9.15, of the Ohio Revised Code, the following provisions are set forth for the burial of an indigent person, when such person was not an inmate of the penal, reformatory, benevolent or charitable institution in this state, and when this person's body is not officially claimed by any other person for private interment or cremation at their own expense:

Middlefield Residents:

1. If such person's body is found within the corporation limits of Middlefield, then the Village shall handle the burial arrangements in the manner provided below, and the Village shall assume the expense.
2. If such person's body is found in some other village, city or township of Geauga County, or in some other county of the state, then the proper village, city, township or county officials shall handle the cremation arrangements and charge the expenses to the Village. The amount of the charge cannot exceed the maximum allotment noted in paragraph 8, below.

Non-Middlefield Residents:

If such person's body is found within the corporate limits of Middlefield, then first notification to and arrangements for burial with the proper jurisdiction will be attempted. If this cannot be completed timely then the Village shall handle the burial arrangements in the manner provided below, and shall charge the expenses to the county, city or township in which the person had legal residence at the time of his/her death.

The following procedures shall apply:

1. Persons contacting the Village regarding indigent burials shall be referred to the Village Administrator. The Village Administrator shall determine all circumstances concerning the requested indigent burial, including whether or not the individual would be eligible for burial benefits from other authorized agencies. The Village is not responsible for any arrangements or services provided prior to determination of indigence and the Village's authorization to proceed.
2. The Village Administrator shall forward or present to the next of kin, other responsible person or the funeral director (in that order) the "INDIGENT BURIAL APPLICATION". This form must be completed and immediately returned to the Village Administrator.
3. A conference with the Village Solicitor and Village Administrator may be convened if the information received does not lead to a clear resolution of which political subdivision bears responsibility for the disposal of the body.

4. Based on the information provided on the INDIGENT BURIAL APPLICATION the Village will determine indigent status of the deceased, and determine the authorized representative for the deceased.
5. If the deceased is determined to be indigent and if, under the law, the authorized representative of the deceased is the Village, whenever possible the deceased's body shall be cremated as authorized in Sections 2108.88 and 2108.89 of the Ohio Revised Code. If the deceased is determined to be indigent and if the authorized representative of the deceased is someone other than the Village, the authorized representative may choose to reassign responsibility to the Village to proceed with a cremation and burial as stated below. A representative of the deceased may choose other burial options for the deceased but must assume all costs of and liability for the burial.
6. Upon completion of the certification and verification of the indigent's assets, the Village shall contact a funeral home to make the necessary arrangements for an authorized indigent cremation and burial of cremains. If the deceased has an authorized representative, that person shall be required to cooperate and execute all forms necessary to allow the funeral home to cremate the remains. If a funeral home has picked up a deceased's body but is not chosen to provide cremation and burial services, the funeral home providing the services will pay the funeral home which transported the body \$100.00 for transportation and retaining the deceased's body until it can be picked up by the Middlefield funeral home chosen to provide the cremation and burial services.
7. Only upon authorization of the Village, the funeral home director shall proceed with the cremation and burial services as arranged with the Village. These services may include a tent graveside set up for service, and the opening and closing of the grave as desired by the Village. The funeral director must provide, in accordance with state law, a stone or concrete marker at the grave, on which the name and age, if known, and the date of death of the indigent person shall be inscribed. All of the above services shall be included in the maximum burial allotment price.
8. The Village is authorized to pay for indigent cremation and burial services of the cremains a maximum of \$950.00, regardless of the burial site location. All payments shall be made directly to the funeral home upon receipt and approval of an itemized bill by the Village Administrator. The maximum allotment includes all transportation and services rendered by the funeral home, the cemetery for graveside services and the aforementioned marker. The above maximum applies to any request for reimbursement of the same services provided by another governmental entity for a deceased indigent of the Village.
9. Provided no other site is available, the Village will provide a grave site in the Cemetery. All burials will be done at the Cemetery during normal hours, Monday through Friday. No burials will be done on holidays. If the deceased or other party already has a burial plot in Geauga or any contiguous county, that plot may be used.

A maximum \$225.00 will be paid for the opening and closing of the grave during normal business hours.

10. If the deceased is claimed by an indigent person, the Village will offer cremation by the Village. If the body is picked up by a funeral home at the request of an indigent claiming the body, and if the deceased is determined to be eligible under the Village's Indigent Burial Policy, the Village will pay the funeral home \$100.00 for transportation and retaining of the deceased's body.
11. Approximately six months after the burial, the Village Solicitor will complete a probate search to determine if a probate case has been opened for the deceased and whether this case evidences that the deceased did have assets that could have been used to pay for the cremation and/or burial services paid by the Village. The Village will then file with the court a request for reimbursement from the estate of the above fees paid.

Correction of Errors

The Village reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any plot or burial space, either by cancelling such conveyance and substituting and conveying in lieu thereof another plot or burial space of equal value and similar location as far as possible as may be selected by the Village or, at the sole discretion of the Village, by refunding the money paid on account of such purchase. In the event any such error shall involve the interment of the remains of any person in any burial space, the Village reserves, and shall have, the right to remove and reinter the remains in such other burial space of equal value and similar location as may be substituted and conveyed in lieu thereof.

Plot Owners' Rights

Except as otherwise provided herein, one human being only shall be interred in one burial space. Proper identification of such interment or interments in one regulation burial space shall be made.

In order for more than one interment to occur within a singular interment space, the Sexton requires either (i) the express written declaration from the owner of the plot as to specific individuals who may be interred within the single interment space, ascribed upon a form provided by the Cemetery, as set forth in Exhibit A to these Cemetery Regulations; or (ii) an affidavit of the Executor of the Estate, representing under oath that (a) the Last Will and Testament of the owner of the burial plot expressed assent and/or permission to inter another deceased person and (b) providing the Sexton with a copy of the plot owner's Last Will and Testament; or (iii) a Court Order from the Probate Court of Geauga County, ordering the Sexton to comply with the request for dual interment. It is the intent of the Village to honor the wishes of the deceased burial plot owner, and the Village reserves the right to deny any request for dual or multiple interment if, in the Village's sole and absolute good faith judgment, the wishes and intentions of the deceased plot owner are not clear.

The use of the burial space is for the plot owner or owner's relatives for interment purpose only and not for resale or profit.

Any transfer of a plot by the owner or his/her heirs must be approved by and recorded with the Sexton.

In cases where the plot owner lives in another city, permission for an interment on the lot may be given over the telephone or via email to the Sexton. This is permitted to avoid undue hardship to the owner. However, the Village will not accept responsibility for any error that occurs as a result of such communication. A burial will not be considered complete and valid until the owner provides the Sexton with signed, written permission for the interment consistent with the telephone or email communication.

In the event of death of a plot owner any and all privileges of the owner shall pass to the owner's family in the following manner:

1. The spouse of an owner of any burial spaces containing more than one interment space has a vested right of interment of his/ her remains in the burial spaces.
2. If the owner has filed written instructions that are legally sufficient with the Sexton as to which member or members of his/ her family shall succeed to the plot, the instructions will be recognized by the Village and will be followed if, in the judgment of the Sexton such instructions are definite, reasonable and practicable, subject however to a vested right of interment of the surviving spouse.
3. If no valid or legally sufficient written instructions have been filed with the Sexton, or if valid and legally sufficient instructions are in conflict with a later will and the owner has left instructions a later will which has been duly admitted to probate in a court having jurisdiction thereof, such instructions shall control, provided that the Sexton is first furnished with proof of the same.
4. In the absence of valid and legally sufficient written instructions filed with the Sexton by the owner or a duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto by the laws of succession of the State of Ohio.
5. In a conveyance to two or more persons as joint tenants, each joint tenant has a vested easement right of interment in the burial space conveyed. Upon the death of a joint tenant, the title to the burial space held in joint tenancy immediately vests in the survivor, subject to the vested right of interment of the remains of the deceased joint tenant.
6. A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.
7. An affidavit by a person having knowledge of the facts setting forth the fact of the

death of the owner and the name of the person or persons entitled to the use of the burial spaces is complete authorization to the Sexton to permit the use of the unoccupied portion of the burial spaces by the person entitled to the use of them.

8. An affidavit by any 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 easement papers to any burial spaces filed with the Sexton is complete authorization to the unoccupied portion of the burial spaces in accordance with the direction of the surviving joint tenants or their successors in interest.

The Village reserves the right to require any written instructions or permissions from the plot owner or the owner's rightful heirs to be signed and notarized.

Right to Replat

The following rights and privileges are hereby expressly reserved to the Village to be exercised at any time for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the disposal or interment of, human dead bodies or other Cemetery purpose:

1. To resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part or portion of the Cemetery.
2. To lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives, provided that ingress and egress to and from any burial space is preserved or is allocated to the plot owner.

Reserved Rights

The Village reserves to itself easements and rights of way over and through all of the Cemetery premises for the purpose of installing, maintaining and operating pipelines, conduits, or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose.

Use of the Columbarium

The use of the Columbarium and the allotment of niches therein is governed by the Village, subject to the following regulations and conditions:

1. Reservations of the right to inter in a niche in the columbarium are made when a Columbarium Agreement is signed by both an authorized representative of the Village and the Purchaser. The Agreement contains payment options. If payment is not made at the time specified in the Agreement, the Purchaser will forfeit and relinquish the right to inter in the assigned niche until payment in full is received.

Upon request, a Purchaser wishing to forfeit will be reimbursed for payments previously made less a \$500.00 reservation fee.

2. Capacity of each niche is limited to two urns. The space for each urn is a "unit" of a niche. Inscriptions on the covers of niches will be limited to the name, date of birth and date of death of the deceased. Names shall be without "title" or "nickname". Lettering is standards for all inscriptions. The Village shall select the inscriber.
3. Each Columbarium niche will be assigned a specific number. Specific niches for the inurnment of cremated remains may be purchased by persons upon payment of designated fee and execution of required documents. A schedule of current required fees is in these Regulations.
4. Cremated remains may not be removed from the Columbarium without written consent of the Sexton and the surviving spouse or the next of kin of the deceased. If such consent cannot be obtained, the remains may not be removed.
5. The use of the niche shall be limited to the cremated remains of such persons as are designated in writing by the Purchaser at the date of issuance of the Columbarium Agreement. Such designation may be changed by the Purchaser during his/her lifetime by written notice to the Sexton or at his/her death by an appropriate designation in his/her last will and testament admitted to probate, unless such probate shall have been waived by the Sexton. The right to inter shall not pass by any residuary or other general clause of a will unless specific reference is made to such right.
6. If a niche is voluntarily vacated or the right to inter is relinquished, all rights with respect to such niche revert to the Village, which will refund Purchaser payments less a \$500.00 reservation fee. If no units in a niche are to be used (or are not effectively designated) all rights with respect to such niche revert upon the death of the Purchaser (or his designee) to the Village.
7. If any niche is not used within 75 years of allotment and the family is no longer known, the Village will be free to re-allot such niche.
8. Transfer, bequest or change or the right to inter shall not be made without the approval of the Sexton, and shall not be effective until entered in the Columbarium register. The legal title owner of all niches shall at all times be the Village. The Purchaser involves no ownership in the Columbarium and its property.
9. The Village reserves the right to refuse to accept an urn which, in it judgment, will not provide permanent interment, or will not permit use of the niche to its stated capacity, or for any other reasonable grounds.
10. The Village will arrange for the opening and closing of niches at time of interment.

11. The Village will not supply urns or any engraving thereon. The Village will arrange, on due request, an inscription on the cover of the niche. The cost of the inscription will be paid for by the Purchaser.
12. The use of any ornamentation on or proximate to any niche by any Purchaser is prohibited.
13. The Village will endeavor to protect all urns deposited in the Columbarium, assuming such responsibility with respect to them as it affords its own property.
14. Should it be necessary for the Village to relocate the Columbarium to a different location, it shall be the responsibility of the Village to provide facilities equal to those now existing for the re-depositing of urns committed to its care and the Village shall make every reasonable effort to locate and notify surviving heirs as to the new location.
15. The Sexton shall be the custodian of all books and records of the Columbarium, including all Certificates of Purchase of Columbarium niches. Such records of the Columbarium shall include, but not be limited to, the name(s) of the deceased in each inurnment; the deceased's dates of birth and death, and the deceased's next of kin or legal representatives shall be included therein. The Sexton shall also maintain a list of the persons who have reserved niches, together with the names of the next of kin or legal representatives of such persons as chart or diagram designating by number each niche.
16. It shall be the responsibility of the Purchaser to keep the Village advised at all times of the current mailing addresses of themselves, the person for whom the niche is purchased, and of the next of kin of the designee. The Purchaser will normally be the individual that the Village would contact for any reason.
17. The Sexton and the Fiscal Officer shall keep a record of all income and expenses associated with the construction and maintenance of the Columbarium, which books and records shall be open and available for inspection upon reasonable request. The Sexton will receive all payments and disburse all expenditures of the Columbarium and keep a separate accounting of these payments and expenditures. Any surplus revenues generated after all expenditures have been satisfied will be maintained to provide for future improvements and maintenance of the Columbarium.

Use of Cemetery

Use of the Cemetery shall be subject to the following requirements:

CEMETERY HOURS. The Village shall have the right to establish the opening and closing hours of the Cemetery. Normally, the Cemetery shall be open from dawn to dusk.

VISITORS - Visitors within the Cemetery shall use the roads and walk ways, unless it is necessary to walk on the grass to gain access to a burial space. The Village expressly

disclaims liability for any injuries sustained by anyone not using the most direct route of access to the grave.

STRANGERS - Strangers are not permitted to sit or lounge on any of the grounds, graves, or monuments in the Cemetery.

TRESPASSERS - Only the plot owner and his/her relatives or friends shall be permitted on the Cemetery burial space. Any other person found thereon shall be considered a trespasser, and the Village shall owe no duty to keep the property, or the memorial thereon, in a reasonable safe condition.

CHILDREN - Children under fifteen years of age are not permitted within the Cemetery unless accompanied by adults responsible for them.

ANIMALS - Animals shall not be allowed in the Cemetery sections or in any Cemetery buildings.

LAWNS - Lawns shall not be disturbed for any purpose except under the supervision of the Sexton.

DECORATIONS ALLOWED – Decorations that are allowed are fresh cut flowers, live plants in containers, steel rod hangers if located at a monument, decorations and flowers for burial (allowed for three days), and wooden crosses 1"x4"x36" or smaller.

DECORATIONS PROHIBITED – The following decorations are prohibited: in-ground plantings, copings, fences, hedges and statutes, glass, Styrofoam, wind products, inflatable products, bird houses and feeders and all banners.

REMOVAL OF FLOWERS AND DECORATIONS - The Village reserves the right to remove any flowers, vases or floral designs at appropriate times or when they detract from the beauty of the Cemetery or if they impede the maintenance of the grounds. Gravesites are to be cleaned of all decorations three times per year: April 1, three weeks after Easter, and November 1. Decorations will be removed if they pertain to a past holiday or if the Sexton determines that they are unkempt.

MOTOR VEHICLES - Automobiles, funeral coaches, and trucks must be kept under control at all times and at no time shall such vehicle drive within the Cemetery at a speed in excess of 15 miles per hour. Automobiles are not permitted to park or come to a full stop in front of an open grave unless such automobile is transporting persons in attendance at a burial. It is prohibited to park or leave any motor vehicle on any road or driveway within the Cemetery at a location or in a position that prevents any other vehicle from passing, and if so parked or left, the Village may remove the vehicle. No vehicle, or part of a vehicle may be parked on the grass at any time.

BICYCLES, MOTORCYCLES AND SNOWMOBILES - The Village reserves the right to refuse admission to the Cemetery of bicycles or motorcycles. Snowmobiles are not

permitted to be in the Cemetery at any time.

Conduct In Cemetery

All individuals entering the Cemetery shall be subject to the following:

PERSONAL CONDUCT - Idling, loafing, loitering, or any boisterous demonstrations within the Cemetery are prohibited.

RUBBISH - Throwing of rubbish on driveways, paths, walks, or any part of the grounds is prohibited.

PICNICKING - Picnicking by visitors within the Cemetery is prohibited.

DRUGS AND ALCOHOLIC BEVERAGES - Non-prescription drugs and alcoholic beverages are not permitted within the Cemetery.

FLOWERS AND SHRUBS - No one shall pick any flowers or break any branches or remove, injure, or cut any tree, plant or shrub.

PEDDLING OR SOLICITING - No one shall be permitted to peddle flowers, plants or any other article or item whatever within the Cemetery unless authorized in writing by the Sexton.

SIGNS AND ADVERTISING - No signs, notices or advertising of any kind shall be allowed within the Cemetery except those placed by the Village.

Grading and Improvements

All gradings, landscaping and improvements of the Cemetery will be made by the Village. The Village reserves the right to use legally approved chemical applications to beautify the Cemetery properties.

Outside Workers

No workers other than employees or contractors of the Village will be permitted to work in the Cemetery unless authorized in writing by the Sexton. However, plot owners may have certain work done at their own expense in accordance with these Regulations with permission from the Sexton.

Employees

Village employees are not permitted to do any work for plot owners, except upon the order of the Sexton, but are required to be courteous to all visitors.

Under penalty of immediate dismissal, no Village employee shall receive any fee, gratuity, or

commission, directly or indirectly, except from the Village.

Loss or Damage

The Village disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by an act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authority, thieves, vandalism, malicious mischief, explosions, unavoidable accidents, or any cause similar or dissimilar beyond the control of the Village whether the damage be direct or collateral.

Plot Owner's Change of Address

It shall be the duty of the plot owner to notify the Village of any change in his/her post office address. Notice sent to an owner at the last address in the Village's records shall be considered sufficient and proper legal notification.

EXHIBIT A TO CEMETERY REGULATIONS

Middlefield Cemetery

Plot owner of record: _____ Date: _____

Signature: _____

Plot No.: _____ Interment Type: (Casket) (Urn)

Do you have an executed Will at this time? **Yes** **No**

If so, who is the executor of the estate:

Name: _____ Contact: _____

If so, is an attorney in possession of the Will? **Yes** **No**

Name of Attorney: _____ Contact: _____

Unless otherwise identified and verified, via proper authorization, the remains of **one human being** is permitted to be interred in each interment space. Contact the Middlefield Cemetery Sexton for information as to how Dual Interment may occur.

At this time, is it **your desire** to have up to one other person's remains interred with you within your plot: **Yes** **No**

If the answer is yes, please provide the full name(s) of those individuals¹ who are expressly permitted to be interred within your interment space:

Name	Relation to you	Contact (phone/email)

Absent the plot owner's express consent on this form, the Sexton will only permit another human being to be interred in Plot # _____ upon the following conditions:

- Is expressly made available pursuant to a fully executed Will.
- An order from an appropriate Probate Court.
- Written evidence provided by the Estate's Executor supporting that the Plot Owner has assented to or is indifferent to such dual interment.

It is the Plot Owner's responsibility to update all information pertaining to this issue. The Cemetery will not inter an additional human being without verified evidence supporting such request.

¹ Per Middlefield Cemetery Regulations, **only one other human being** is permitted to be interred within your interment space. This list solely provides express consent of the plot owner identifying those persons who may utilize this option.