

CORNING CEMETERY DISTRICT

RULES & REGULATIONS

A. Definitions: As used in these regulations, the following terms will have the following meaning:

1. "The Board" shall mean the Board of Trustees of the Corning Cemetery District
2. "District" shall mean the Corning Cemetery District.
3. "Management" shall mean the district trustees, manager, groundskeepers, or office staff.
4. "Burial Right" shall mean one who has purchased burial rights.
5. "Interment" shall mean the disposition of human remains by burial in a cemetery or, in the case of cremated remains, by inurnment, placement or burial in a cemetery.
6. "Niche" shall mean the receptacle or in a wall for the purpose of inurnment of cremated remains.

B. The absolute control of the District in every particular is vested in the Board. All day-to-day authority over the operation of the District is vested in the General Manager. The District shall be operated in accordance with all applicable local, State and Federal Health and Safety Code provisions and other laws, rules, or regulations now in effect or which may hereafter be duly adopted. Burial Right owners and others are entitled only to the privileges within the grounds as provided by these rules and regulations.

Interments

1. Pursuant to California law, only a qualified resident or taxpayer of the Corning Cemetery District, or a qualified former resident or taxpayer of the District may be interred on District property. Non-resident fees shall be charged for interment of a person not living or paying property taxes in the District at the time of death, who is eligible for burial in Corning Cemetery District by Section 9061 of the California Health and Safety Code. **Exception: non-resident fees will be waived for non-residents who purchased interment rights for themselves while a resident or a taxpayer, per board action 5.20.21.**

2. Families are encouraged to call the cemetery office in advance to schedule an appointment to make funeral arrangements, however staff will serve families on a walk-in basis.

3. Prior to the commencement of any interment or burial service, all necessary documentation required by the District must be fully executed and in the possession of the District. Such documentation shall include, but is not limited to, an Interment Order and Interment Permit. Interments shall be scheduled with 72-hour advance notice, excluding weekends and holidays, however that does not guarantee that you will get your requested interment date and time. No interment shall be made, or other services rendered until all fees are paid. Fees are due 24-hours in advance of the service. Payments must be made by cashier's check, money order, or credit card.

4. Maximum burials allowed per lot: A **'Full-Size Lot'** may contain: (a.) A single casket burial (b.) A single casket burial and four cremated remains (c.) Up to four cremated remains. A **'Full-size Double-Depth Lot'** may contain (a.) Two casket burials. A **niche** may contain: Up to two cremated remains. An **'In-Ground Cremation Lot'** may contain: Up to two cremated remains. A **'Forest Lot'** may contain: Up to two cremated remains in a 3x3 lot and up to four cremated remains in a 4x4 lot.

5. The remains or cremated remains of the deceased shall be brought to the cemetery in a closed casket, urn, or other approved container. Caskets, urns, and other containers shall not be opened in the cemetery.

6. An approved encasement shall be used in every interment. The District shall provide approved encasements. Exception: Cremations interred in the Ossuary are not required to have encasements.

7. No opening or closing of an interment space shall be made by anyone except employees of the District. Interments shall be made Monday through Saturday, between the hours of 9 am and 2 pm. Any interment outside of these hours will be scheduled at the discretion of the district manager and will be subject to the applicable overtime fee. Interments held on Saturday will be charged an additional fee. No services shall be performed on District Holidays. The client shall have no more than **one hour** from their scheduled burial to complete their service. Funerals departing from the cemetery after the specified time shall be subject to a detention fee.

8. The General Manager may refuse to perform any service or prepare any grave or niche for interment if conditions are deemed unsafe or dangerous to persons or property.

9. All persons acting as casket bearers or pallbearers during funeral services who transport a casket from a hearse to an interment plot will do so at their own risk.

10. For safety reasons, funeral parties wishing to witness the lowering of the casket **must** remove themselves to a minimum of 10 feet from the burial site during observation and may not reapproach the grave following the lowering. The manager of the District may refuse such observation when, in their judgement, conditions are deemed unsafe or dangerous to persons or property.

11. Chairs, canopies, tents, and tables, unless provided by the district, are prohibited. Ten chairs for services are provided courtesy of the District. For an additional fee a district provided canopy to shade or shelter the graveside and/or a district provided microphone and additional chairs are available.

12. Picnics, Parties, or items associated with picnics and parties are strictly prohibited on cemetery grounds. This includes but is not limited to; tables, chairs, canopies, ice chests, alcohol, food and beverages, bands, and mariachi bands. Bands and mariachi bands are permitted during graveside services only.

13. The District has designated a special burial section for infants and fetuses which offers reduced pricing; however, infants and fetuses may be buried in any section of the cemetery.

14. The District has designated a special burial section for veterans. This section is reserved for interments of veterans and their spouses; however, veterans may be buried in any section of the cemetery.

15. Violations of any rule herein governing the conduct of interment services will result in immediate suspension of services and return of the casket to the mortuary.

Sale & Transfer of Lots

No owner may sell interment rights to any third party. Rights may be resold back to the District, subject to the following:

- a. The District will refund only the purchase price originally paid (NOT current price)
- b. Any other fees for services pre-paid will also be refunded.
- c. Endowment care contributions are non-refundable.

No owner may transfer interment rights to any third party except for transfers to a family member or subsequent owner pursuant to a will, trust or by intestacy.

a.) Any transfers to a family member or a subsequent owner pursuant to a will, trust or by intestacy will be subject to all policies and regulations of the district.

b.) No transfer of interment rights is effective until reported to and reflected in the records of the district. No transfer will be acknowledged or recorded until the new owner's (or owners') name, address, telephone number and any other required information has been provided.

Note: "Family member" means any spouse, by marriage or otherwise, child or stepchild, by natural birth or adoption, parent, brother, sister, half-brother, half-sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, first cousin, or any person denoted by the prefix "grand" or "great," or the spouse of any of these persons. Section 9002(f) of the Health & Safety Code.

Disinterment

Except when ordered by a court, disinterment will be at the discretion of the General Manager and with authorization of the plot or lot holder(s) and the deceased's nearest next of kin. No action will be taken until the completion of the necessary forms and fees. It is also understood that certain laws and regulations of the State of California control the disposition of these remains upon removal, and they will be followed accordingly. The family petitioning for the removal will bear all costs involved with the disinterment as set forth by the price guidelines for the cemetery and any mortuary fees. Note: Interments made in the Ossuary are irretrievable as remains are co-mingled. No disinterment will be made from the Ossuary.

Pre-Need

Pre-Need Purchase Agreements

Pre-Need Purchase Agreements shall be made for the purchase of the 'Initial Interment Right' and the 'Endowment Care' fee only. Service fees must be paid at the time of interment at then current pricing. Service fees may include: additional interment fees, additional endowment care fees, opening & closing, vault/crypt/memorial stone or marker setting, canopy, Saturday fee, non-resident fee, and vases.

Payment Terms

Contracts may be written with payment terms. The "Endowment Care Contribution" is required for down payment and the balance to be paid in 12 equal monthly payments. Interest on contracts will not be charged. Contracts may be paid in full prior to the end date of the payment terms. Payments are due on the 1st of each month and delinquent on the 10th with a \$5.00 or 5% delinquency fee whichever is greater. All payments will be applied first to the Endowment Care Contribution then to the Interment Fee.

Refunds

There will be no refunds on Pre-Need purchases, except to the original purchaser and the designee of the purchaser. The right of a refund as to the designee is only as to that designee's interment right and only if the original purchaser has predeceased the designee. Health & Safety Code section 7100.1 requires the District as well as the decedent's heirs and beneficiaries to honor the pre-paid express wishes of the decedent.

Endowment Care

Beginning September 1, 1984, an Endowment Care Contribution shall be collected for each interment. The Endowment Care Fund is a trust fund created by an irrevocable trust agreement, and governed by state law, which holds deposits made by purchasers of burial rights. Contributions to the Endowment Care Fund are not part of the purchase price for burial rights. The contributions, accumulated together, form the Endowment Care Fund, and the interest on these funds provides for the general care, maintenance, and embellishment of the cemetery. The law provides that any owner desiring additional or special care may make a separate deposit to provide for specific care of their burial lot, as long as the request is within the rules and regulations of the cemetery. An Endowment Contribution will also be required for headstones set in memoriam where remains are not interred and for each interment where no payment has previously been made. Endowment Care Contributions are tax deductible.

Liability

Any person visiting the Corning Cemetery shall do so at their own risk. Children must be directly supervised by an adult at all times. The District, its Board, all individual members of said Board, the General Manager and all other personnel of the District shall not be responsible for injury or damage suffered by any persons, including children, in their use of the cemetery grounds.

Care of Graves & Cemetery Grounds

District personnel are solely authorized to maintain the Cemetery grounds. In no event shall any other person alter, modify, or mutate any grave, marker, vase or other object under the District's exclusive control.

- I. No fire, open flame or burning of any substance is permitted on District property.
- II. No smoking, weapons, or firearms, (excluding those carried by a public safety officer,) drugs, or alcohol are permitted on District property.
- III. No overnight parking is permitted on District property.
- IV. Dogs are permitted on a leash, provide they are cleaned up after.

1. PLANTS, TREES AND SHRUBS

- a. No person is permitted to plant any tree, shrub, or flower on cemetery grounds. Flowers may only be planted in special designated areas.
- b. No live plant may be planted in the vase or flower holes provided.
- c. If any existing tree, shrub, flower, or plant becomes unsightly, detrimental to, or interferes with upkeep of the grounds it will be removed by cemetery personnel. The district reserves the right to determine what is "unsightly."

2. FLOWERS

- a. Artificial and live flowers should be placed in the vase or flower holes provided.
- b. No live flower may be **planted** in the vase or flower holes provided.
- c. Artificial or live flowers must not exceed 18" tall.
- d. Flowers may not be attached to the face of, in the crevices of, or on top of the niche wall.
- e. Flowers that become unsightly will be removed by cemetery personnel. The district reserves the right to determine what is "unsightly."

3. DECORATIONS

- a. **Decorations may be placed on the concrete pad surrounding the headstone. However, they must be in compliance with the following guidelines:**
- b. No alcohol, drug related, or profane items may be placed at the gravesite.
- c. No food or beverages, balloons, string lights, breakable objects such as glass, or porcelain, or objects that exceed 18" in height may be placed at the gravesite.
- d. Decorations should not be so many in number that they create excess clutter.
- e. Compliant decorations must be affixed to the concrete pad.
- f. Decorations in the 'Niche Area' must be placed in the flower holes only and may not be attached to the face of, in the crevices of, or on top of the niche wall.
- g. Holiday decorations will be removed two weeks following each holiday. (Flowers are not considered holiday decorations.)
- h. Please place old decorations and flowers in the trash bins provided.
- i. Decorations that are out of compliance with these rules, have become damaged, faded, unsightly or create excess clutter will be removed by cemetery personnel. The District reserves the right to determine what is "unsightly" and what constitutes "excess clutter."

4. FOREST AREA

- a. The Forest is to be kept in a natural state.
- b. Only cemetery approved artificial rocks or tree stumps may be used for burial markers. (See office for specifications.)
- c. Decorations left at gravesites shall be kept to a **bare minimum**.
- f. Artificial flowers are **not** permitted.
- d. No alcohol, drug related, or profane items may be placed at the gravesite.
- e. No food or beverages, balloons, string lights, solar lights, breakable objects such as glass, porcelain, or objects that exceed 18" in height may be placed at the gravesite.
- g. No bush or tree may be planted.
- h. Bulbs **may** be planted.
- i. Damaged, faded, or unsightly flowers and decorations will be removed by cemetery personnel. The district reserves the right to determine what is "unsightly."

5. BENCHES:

- a. Effective 6.14.18 no new benches may be placed at gravesites. All existing benches will be grandfathered in.
- b. Existing benches must be painted white to maintain continuity of the grounds. Existing benches in the Forest must be painted brown.
- c. Any bench that has become unsightly or has not been maintained will be removed. The district reserves the right to determine what is "unsightly" or what is not "maintained".

- CEMETERY STAFF IS NOT LIABLE FOR LOSS OR DAMAGE OF ANY ITEMS INCLUDING MONUMENTS OR MEMORIBILIA LEFT AT GRAVESITES OR ON CEMETERY GROUNDS. PLEASE DO NOT LEAVE ITEMS OF VALUE AT GRAVESITES. THERE IS NO GUARANTEE THAT THEY WILL NOT BE DAMAGED, STOLEN, OR REMOVED BY CEMETERY STAFF.
- THE DISTRICT DOES NOT HAVE THE MANPOWER TO CONTACT YOU PRIOR TO REMOVALS. DUE TO LACK OF STORAGE SPACE, REMOVED ITEMS THAT APPEAR TO BE OF VALUE WILL BE KEPT FOR TWO WEEKS BEFORE THEY ARE DISPOSED OF. YOU MAY INQUIRE ABOUT REMOVED ITEMS AT THE CEMETERY OFFICE.
- THE RULES HEREIN HAVE BEEN ADOPTED FOR THE SOLE PURPOSE OF MAINTAINING AN ATTRACTIVE FINAL RESTING PLACE FOR YOUR LOVED ONES. THANK YOU FOR YOUR COOPERATION IN ASSISTING US IN MEETING THIS GOAL.

MEMORIAL MARKERS

Any person authorizing a headstone must possess burial rights to the lot or be the successor to the lot on which a marker is placed. This is to conform to H&S Code 7100. The district, a member of the board of trustees, a district officer, or district employee shall not engage in the business of selling markers. (H&S code 99052d).

Except for historical lots, grave markers must conform with the size requirements for the section where they are located. All markers must be pre-approved by the District office before purchase. Please refer to "Marker Size Requirements" section for details on sizing. Markers may be made of bronze, granite, stone or other durable material that is approved by the District. If no marker is purchased, an identifying concrete slab with name and date impression will be required for each interment. See "Marker Set Fee" on the price list for pricing.

All markers will be set by cemetery staff only. Please see price list for pricing.

All markers must be delivered by the monument company or authorized shipping service.

The district does not maintain memorial markers. Markers are the property of the lot owner and therefore maintenance of markers is the responsibility of the lot owner. The district is not liable for damage or vandalism of markers or memorials.

Old sections ('A', 'B', 'C' & 'D') marker set on a single 2' x 4' concrete base:

NOTE: Height of marker is limited to the size of the tallest marker in the section in which it will be located.

Base size varies depending on whether there is a coping

Primary Single:

14" x 30" maximum (2 flower holes or vases)

Height of Marker: may range from flat to taller (see manager for details)

Base

Primary Double: set on a 2' x 8' concrete base:

14" x 72" maximum (2 flower holes or vases)

Height of Marker: may range from flat to taller (see manager for details)

Secondary, Tertiary, Fourth, Fifth:

1'x 2' maximum (these do not have flower holes) – thickness cannot exceed 3"

Height of Marker: must lay flat

Section 'J' CREMATION AREA:

12" x 18" maximum (1 flower hole or vase)

Height of marker must be no more than 3"

Section 'FOREST AREA:

2'w x 18" h boulder with bronze plaque

Sections ('E' through 'J' and sections 'K-a' and 'K-b') marker set on a single 2' x 4' concrete base:

***NOTE: Height of marker in "E-6" may range from flat to 18" on slant. 14"x 30" maximum.**

Primary Single:

14" x 30" maximum (2 flower holes or vases)

Height of Marker: may range from flat to 6" maximum

Primary Double: set on a 2' x 8' concrete base:

14" x 72" maximum (2 flower holes or vases)

Height of marker: may range from flat to 6" maximum

Secondary, Tertiary, Fourth, Fifth:

1'x 2' maximum (these do not have flower holes) – thickness cannot exceed 3"

Height of Marker: must lay flat

Section ('K-c' & 'K-d') marker set on a single 2' x 3' concrete base:

***NOTE: SECTION 'K-c' & 'K-d' MARKERS HAVE 1 VASE**

Primary Single:

14" x 26" maximum (1 flower hole or vase")

*Height of marker: may range from flat to 6" maximum

Primary Double: set on a 2' x 6' concrete base:

14" x 48" maximum (these do not have flower holes)

Height of marker: may range from flat to 6" maximum

Secondary, Tertiary, Fourth, Fifth:

1'x 2' maximum (these do not have flower holes) – thickness cannot exceed 3"

Height of Marker: must lay flat

Section 'L' marker set on a single 2' x 3 ½' concrete base:

***NOTE: Height of marker in 'L-0' may range from flat to 18" on slant. 16"x 26" maximum.**

14" x 26" maximum (2 vases are required)

Height of marker: may range from flat to 6" maximum

Primary Double: set on a 2' x 7' concrete base:

14" x 42" maximum (2 vases required)

Height of marker: may range from flat to 6" maximum

Secondary, Tertiary, Fourth, Fifth:

1' x 2' maximum (these do not have flower holes) – thickness cannot exceed 3"

Height of Marker: must lay flat

*(Veteran headstone size: 12 x 24 x 3-3.5 inches thick)