

Cemetery Commission
Town of Chilmark
Chilmark, MA

October 22, 2015

Selectmen
Town of Chilmark

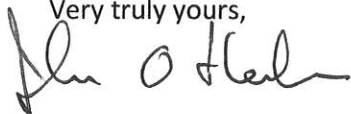
Gentlemen:

The Cemetery Commissioners at their meeting held on October 22 voted, subject to existing notification and approval procedures, to formalize existing policies regarding the ownership of leases to cemetery plots. A copy is attached.

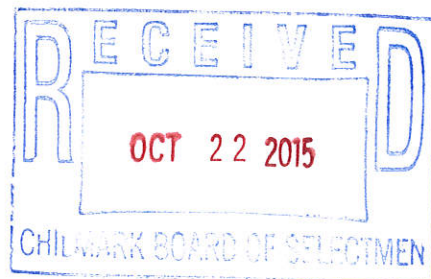
Because the cost of cemetery lot leases is substantially below that of similar lots in the area, the Commissioners also voted subject to existing notification and approval procedures to increase the price of a lease for a full lot \$100 annually on January 1 until such time as the price of a lease shall be comparable to that of similar sized lots on the Cape and Islands. (Half lots by \$50 annually).

Public hearing(s) regarding these matters will be held in the near future.

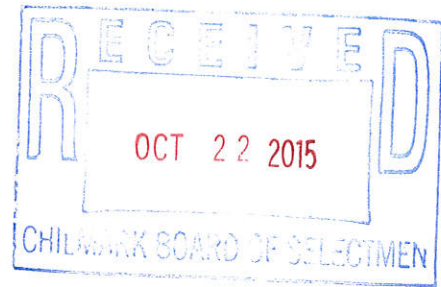
Very truly yours,



John O Flender, Commissioner



DRAFT



Policies regarding the ownership of Cemetery lots and Burials:

The owner of a buildable lot, regardless of whether a structure stands on it, may lease one cemetery lot, either a full lot or a half lot. The lot must be registered in the name of record of the owner of the qualifying property. In the case where the property owner is a corporation, trust, partnership, etc., only one lease may be issued regardless of how many individuals are involved in the entity. The name of the individual applying for the lease should appear on the lease.

Should a lessee wish to dispose of his/her cemetery lot lease, it may be given, or sold back to the Town of for the amount originally paid. Lot leases may not be otherwise sold.

A lease may be transferred upon the death of the owner to his or her heirs. When a lease is held by an entity, the ownership may be transferred to the heirs of the decedent, to one or all of the other owners, partners or members, but not to one or more of a different group without the written consent of the other participants. In the event an instrumentality owning a lease is dissolved or terminated the ownership shall be transferred by agreement to one or more of the participants. Any participant electing not to retain an interest in the lease will not be permitted to lease another lot unless he or she owns a buildable lot in his/her own name.

In the event a lease of a divorce or separation of a couple owning a lease in joint name, ownership of the lease shall remain in joint name until such time as the parties shall agree which individual shall retain sole ownership.

If one member of a couple who owns a lease dies, leaving the ownership of the lease to his/her children, the surviving spouse is not eligible to purchase a lease to another lot.

Who may be buried:

No animals may be buried at a cemetery lot.

The owner of the lease to a lot shall decide who may be buried on that lot. If the original owner is deceased, then the current owner shall decide. In the event there is no living owner of record then any direct descendent of the original purchaser of the lot lease may be buried there on a first come first served basis. If a lease is owned by an instrumentality, until such time as the interests in the instrumentality have been distributed, all participants and their descendants shall have equal rights to be buried at the lot.

By written notification, a lease owner may permit someone who is not a family member or a descendent of the original purchaser to be buried at the lot.

Neither the Superintendent nor the Commissioners will adjudicate disagreement among lease owners, family members or others regarding the right to use a lot, and cannot permit burials, the placement of markers, landscaping, etc. until all such disputes have been resolved.

JOF, 10/22/2015