

Town of Millbury
Minutes of
Cemetery Commission Meeting
November 14, 2016

RECEIVED
TOWN CLERK

16 DEC -6 AM 8:55

MILLBURY, MASS

ITEM ONE – CALL TO ORDER

Chairman Picard called the meeting to order at 5:00 p.m.

Present: Gil Picard, Marcia Landry, Randy Mogren, Rob McNeil, Andrea Paquette

ITEM TWO – APPROVAL OF MINUTES

Marcia Landry motioned to approve the September 12, 2016 meeting minutes as submitted; Randy Mogren seconded; a unanimous vote of approval was obtained.

ITEM THREE – NEW BUSINESS

- Rob updated the Comm. with regards to a matter of record change regarding burial rights of Graham family grave lots (Section 8, Lots 41 & 43). He explained that the burial rights for the lots were willed by Mr. & Mrs. Graham to their four children, however, two of the four have released their interests of both lots entirely, and the other two released their interest in each other's lot. Rob explained Town Council advised all throughout the process. Records will now show: Alan Graham has burial rights for Lot 41 & Patricia Flaherty has burial rights for Lot 43.
- Marcia Landry spoke about several complaints and observances of dogs on cemetery grounds. She emphasized dogs should not be brought to the cemetery, per the posted *no dogs allowed* signs and complaints should come to the Cemetery Commission, not the Police Department.
- Rob advised the Comm. that there are no longer any three-grave lots available in Section 10 and suggested re-designating the use of lots 289-312 (for cremated remains) to three-grave lots. Discussion followed. Marcia Landry motioned to re-designate lots 289-312 in Section 10 from a cremains section of the cemetery to a three-lot section; Randy Mogren seconded; a unanimous vote of approval was obtained.
- Rob discussed the Cemetery expansion & showed the Comm. a conceptual layout regarding placement of lots on the recent 4.3 acre land acquisition. He figured it could allow roughly 912 (10'x 6.5') double-grave lots, approx. three times more than Section 10 yielded. The access would be off of West St. He said the plan will require Con. Com. review.
- Marcia Landry led discussion about having specific cemetery hours and closing the gate. In response to social media conversation & complaints to the office about stolen flowers, etc., she thought this may be a good idea, and explained it was done in the past. Rob McNeil said we do not have a Cemetery staff, maybe there was staffing in the past. Also, he said the DPW needs access to the Cemetery, especially for plowing. From his operational standpoint, he does not agree this is the way to go to address missing decorations. Randy Mogren agreed, saying he thinks there would be more back-lash from residents if the gates were locked.

Rob McNeil prepared the following for the Cemetery Commission's review and signatures:

- Licensed Burial Rights in Central Cemetery issued to Paulette MacKoul
- Licensed Burial Rights in Central Cemetery issued to Paul Tarasiak, Sr.
- Licensed Burial Rights in Central Cemetery issued to Paul Bruce Firmin, Sr.

Commission members approved and signed license accordingly.

ITEM FOUR – COMMUNICATIONS

- Comm. members were made aware of the new 3 Yr. Grave Excavator Contract with Tender Touch Landscaping and were each given a copy.
- Rob McNeil advised the Comm. that he & Marcia Landry met and worked together to compile a complete set of Cemetery Rules & Regulations and recommended a vote to accept, with today as a revision date, and to agree to review annually. Members reviewed document. Marcia Landry motioned to accept the Cemetery Rules & Regulations as revised on this date; Gil Picard seconded; a unanimous vote of approval was obtained. Marcia suggested a copy be sent to local Funeral Directors and put on the Town's website.

ITEM FIVE – MONUMENTS

- Re: Request from Empire Granite Co. for slant marker at Central Cemetery for *Tarasiak*. Comm. could not approve at this time because monument company did not forward design with request. Comm. agrees that upon receipt of a sketch, approval can be made at that time rather than waiting until next meeting, provided marker meets regulations.

ITEM SIX – OLD BUSINESS

- Rob announced Fall clean-up efforts are underway. Marcia recommended corner stakes be put around cemetery, before ground freezes, to make snow plows aware of corners.
- Re: insurance claim/damaged archway at North Ave. & West St. – because estimate came back too high, Town Manager would not pursue claim through ins. co. as the Town's premium would've increased. Rob will have remaining stubs removed.
- Rob explained that after the new grave excavator's contract was in place, there were problems with several burials. They have since been brought up-to-grade and Rob is confident that compaction & final dressing of graves will be addressed moving forward.
- Placement of watering station sign is done and Marcia said it looks good.

ITEM SEVEN – OTHER TOPICS

The matter of stump grinding was discussed. Rob said he will be putting out a lump sum proposal, typically in the spring time.

ITEM EIGHT – FUTURE MEETING DATES

12/5/16, 1/9/17, 2/13/16

ITEM NINE – ADJOURNMENT

At 6:06 p.m. Gil Picard motioned to adjourn the meeting, Marcia Landry seconded. Meeting adjourned.

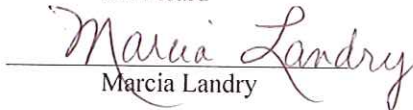
Respectfully submitted,



Andrea Paquette
Head Clerk



Gil Picard



Marcia Landry

Randy Mogren

TOWN OF MILLBURY
MEETING NOTICE/ AGENDA TOPICS



RECEIVED
TOWN CLERK

16 NOV 10 AM 11:55

MILLBURY, MASS

Cemetery Commission

Date of Meeting: November 14, 2016
Time of Meeting: 5:00 PM
Meeting Location: Small Conference Room
Regular Meeting
AGENDA

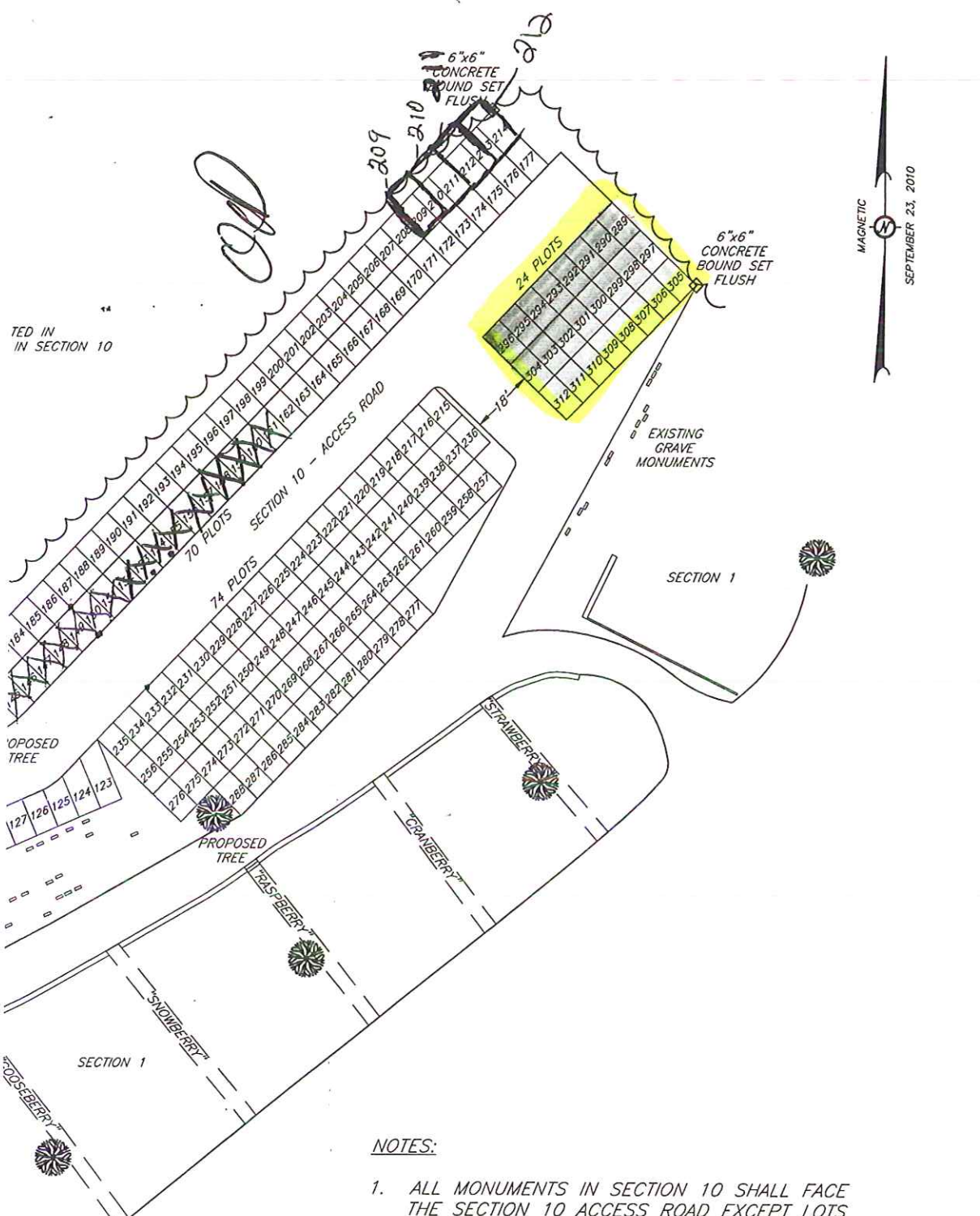
1. Call to Order
2. Meeting Minutes
September 12, 2016 Meeting
3. New Business
 - o Burial Rights Transfer Request: Graham, Section 8, Lots 41, 42, 43
 - o Discussion re: 'No Pets Allowed'
 - o Discussion re: 3-grave Lots
 - o Cemetery Expansion Concept
 - o Cemetery Hours/Gate Closing
 - o Paulette MacKoul Licensed Burial Rights/Central Cemetery – double grave: Section 10, Lot 163
 - o Paul Tarasiak, Sr. Licensed Burial Rights/Central Cemetery – double grave: Section 10, Lot 162
 - o Bruce Firmin, Sr. Licensed Burial Rights/Central Cemetery – double grave: Section 10, Lot 164
4. Communications
New 3 Yr. Grave Excavator Contract
Cemetery Rules & Regulations
5. Monument/Flat marker approvals
Empire Granite Co. – Tarasiak
6. New Burials
Marquis Jr., Henry C. 9/20/16 - Section 10, Lot 86 – full burial
Maloney, Claire E. 9/30/16 - Section 2, Lot 61 – full burial
Roberta Barratt Dobie Scholard 10/40/16 – Section 2, Lot 361 - cremains
Elaine R. Carpenter 10/14/16 – Section 8, Lot 27 – full burial
James S. Orstrom, Jr. 10/22/16 – Section 9, Lot 3 – cremains
Cathleen A. Firmin 11/2/16 – Section 10, Lot 164 – full burial
7. Other Topics
8. Public Attendees/Input
9. Old Business
 - o Fall clean-up notification
 - o Status of damaged archway claim
 - o Monuments to be cleaned of loam & brought up-to-grade
 - o Placement of watering station sign

10. Dates of upcoming meetings
12/5/16, 1/9/17, 2/13/16

Any and all business not reasonably anticipated to be discussed

Signature of Chair Person or Clerk: _____

This notice is in accordance with the Open Meeting Law effective July 1, 2010



SEE PLAN SHEET
 IN SECTION 10

MAGNETIC
 N
 SEPTEMBER 23, 2010

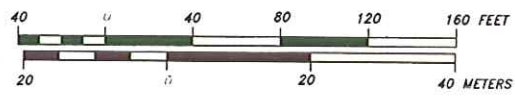
HUNTLEY
 HUNTLEY ASSOCIATES, P.C.
 SURVEYORS LICENSED SITE PROFESSIONALS
 30 INDUSTRIAL DRIVE EAST
 NORTHAMPTON, MASSACHUSETTS 01060

MILLBURY, MA
 CENTRAL CEMETERY
 SECTION 10
 LOT LAYOUT PLAN

SURVEYOR:	DRE
FIELD WORK:	KJC/DL
ENGINEER:	~
DESIGN:	~
COMPS:	~
DRAFTING:	KJC
CHECKED:	DRE
HORIZ SCALE:	1"=40'
VERT SCALE:	~

NOTES:

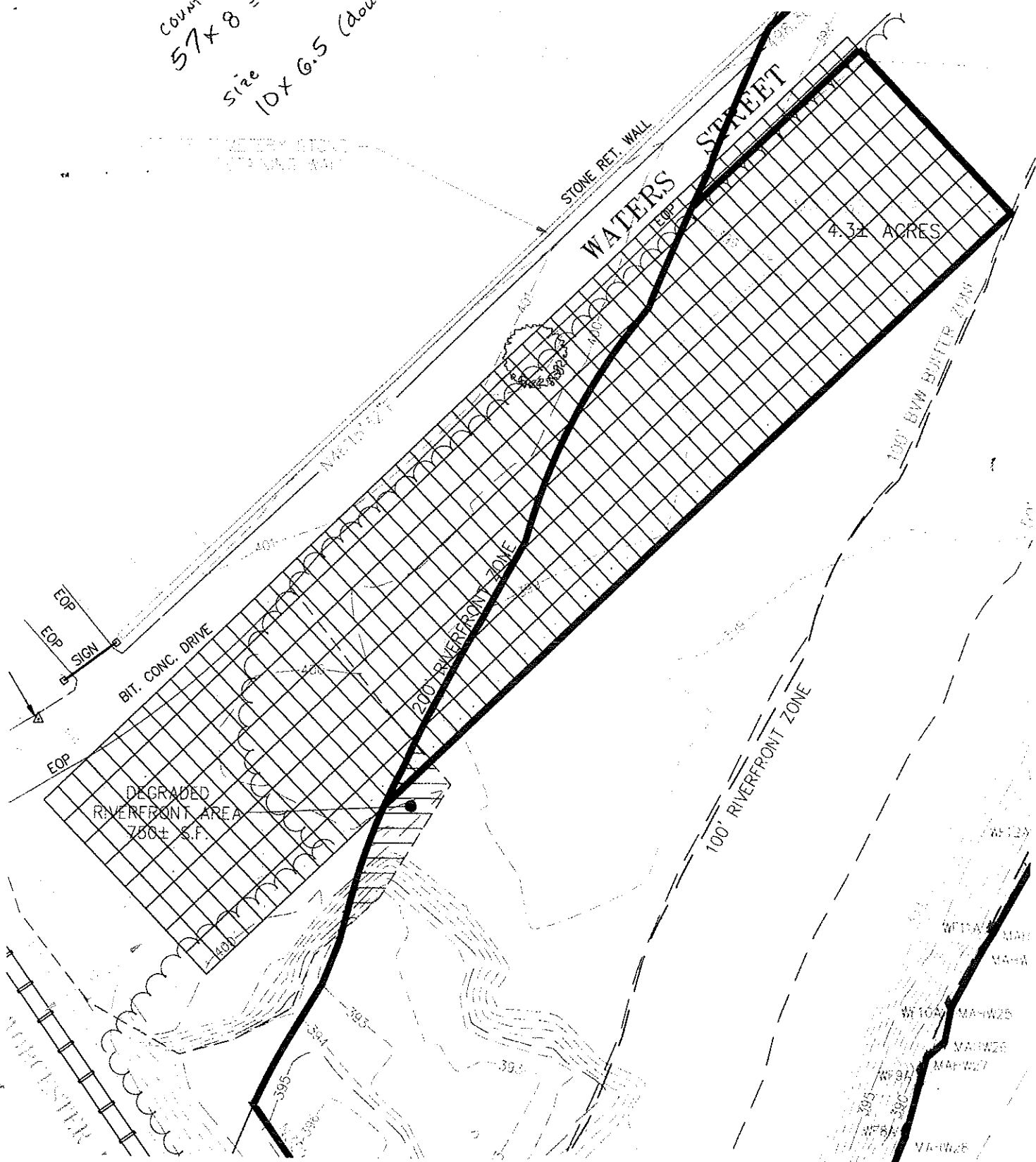
1. ALL MONUMENTS IN SECTION 10 SHALL FACE THE SECTION 10 ACCESS ROAD EXCEPT LOTS 123 THRU 144.
2. THE MONUMENTS IN SECTION 10, LOTS 123 THRU 144 ONLY, SHALL FACE SECTION 1 TO ALIGN PROPERLY WITH THE EXISTING MONUMENTS IN THE SECTION 7 SINGLE GRAVES.



CENTRAL CEMETERY
 MILLBURY, MASSACHUSETTS
 PREPARED FOR
 TOWN OF MILLBURY

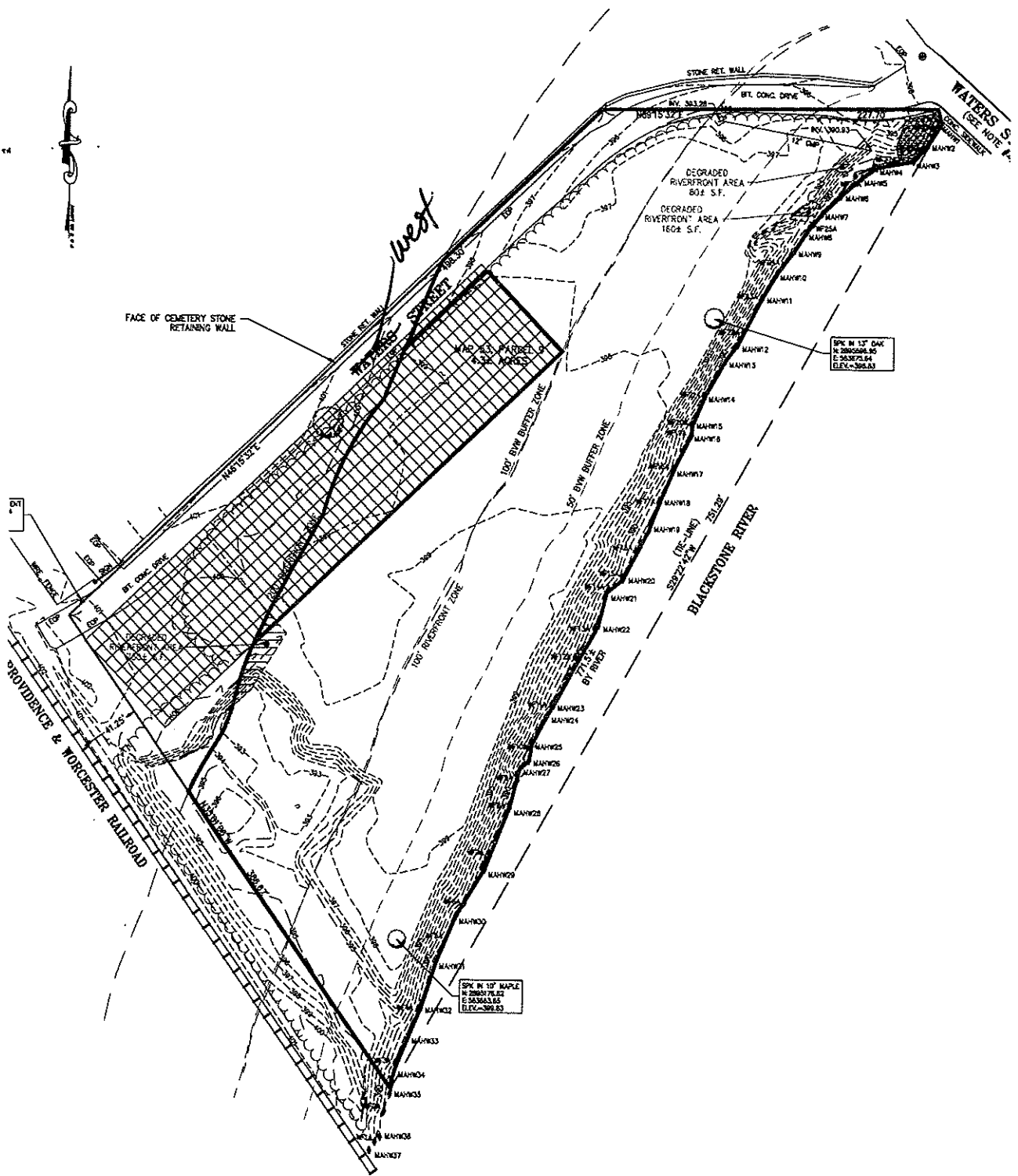
PROJECT NO:	10-065
DRAWING NO:	10-065
DATE:	06-07-11
SHEET NO.	

COUNT
57 x 8 = 456 or 912
size
10 x 6.5 (doubles)



4.31 ACRES

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W 127
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FACE OF CEMETERY STONE
RETAINING WALL

west

WATERS S. 4.
(SEE NOTE #1)

SPK IN 13' OAK
N 288°30' E
E 58.37±0.64
ELEV. = 398.63

SPK IN 10' MAPLE
N 288°30' E
E 58.37±0.64
ELEV. = 398.63

BT

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TOWN OF MILLBURY
SERVICE AGREEMENT

The following provisions shall constitute an Agreement (this "Agreement") between the Town of Millbury, acting by and through its Town Manager, hereinafter referred to as "Town", and Tender Touch Landscape, with an address of 237 Providence Road, South Grafton, MA 01560, hereinafter referred to as the "Contractor", effective as of the 21st day of September, 2016. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall furnish all services necessary to excavate and restore graves in Millbury public cemeteries (Central Cemetery, Dwinell Cemetery, or County Bridge Cemetery) within the Town of Millbury, MA, on a unit cost basis, per your bid dated September 2, 2016.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required between September 21, 2016 and June 30, 2019.

ARTICLE 3: COMPENSATION:

The Contractor shall be paid directly by the family of the deceased or funeral home and not by the Town for the performance of the work outlined in Article 1 above on a unit cost basis as follows:

Opening and Closing of Grave **\$600.00** per EACH
(Monday through Friday)

Opening and Closing of Grave **\$900.00** per EACH
(Saturday)

Opening and Closing of Cremains **\$250.00** per EACH
(Monday through Friday)

Opening and Closing of Cremains **\$375.00** per EACH
(Saturday)

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the entire contract between the parties and all are as fully a part of this Agreement as if attached hereto or repeated herein:

- a. Your original bid dated September 2, 2016

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement, as determined by the Town in its sole and absolute discretion.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims, damages or expenses arising directly from a breach of this Agreement by the Contractor and any negligent acts, errors, omissions or willful misconduct by the Contractor in the performance of its work under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law. Contractor shall not be liable to the indemnified parties under this article to the extent that any such liabilities, damages, expenses or claims arise out of or result from the negligence or willful misconduct by the indemnified parties. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions of this Agreement can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the provisions of this Agreement shall be made until after the written execution of the amendment or change to this Agreement by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 12: RELATIONSHIP OF THE PARTIES:

The parties acknowledge and agree that the Contractor is an independent contractor and is not an agent or employee of the Town. Nothing in this Agreement shall be construed to create a relationship between the Contractor and the Town of a partnership, association, or joint venture.

ARTICLE 13: SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision were not contained herein.

CERTIFICATION AS TO PAYMENT OF STATE TAXES:

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____

Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF MILLBURY

By: _____
Signature

By: _____
Signature

Corporate Office
(if applicable)

E. Bernard Plante
Interim Town Manager

Approved as to Availability of Funds:

Katie McKenna
Finance Director/Town Accountant

Contract Sum: Zero \$0
Contract Term: Expires June 30, 2019

For Office Use Only
Millbury Account No.

FY2017 DPW Cemetery Purchase of Services 491.5200

TOWN OF MILLBURY, MA

CEMETERY RULES & REGULATIONS

Adopted: October 20, 2014



Department of Public Works

MUNICIPAL OFFICE BUILDING • 127 ELM STREET • MILLBURY, MA 01527 Tel. 508 / 865-9143 • Fax: 508 / 865-0843

Robert D. McNeil, III, P.E. • Director

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GENERAL

The Town of Millbury owns and operates the following cemeteries (see Appendix A):

- County Bridge Cemetery - #3 Providence Street
- Dwinell Cemetery - #54 Dwinell Road
- Central Cemetery - #24 West Street

These locations are maintained by the Department of Public Works under the supervision of the Cemetery Commission (hereinafter referred to as "Commission") in accordance with MGL Chap. 114 and subject to the following rules and regulations.

Only a resident of the Town of Millbury may purchase the right to bury in a Town cemetery. Burial rights may only be purchased at the time of death. No pre-purchasing. Said resident may, with Commission approval, purchase burial rights for a father, mother, son or daughter who is a non-resident.

Any change in ownership or transfer of burial rights may be only through the Commission. The Commission reserves the sole and exclusive authority over use and/or exchange of all burial rights. In the event that circumstances require a credit or refund, such credit or refund shall not exceed the original amount or amounts paid.

Burial right purchases are limited to ONE per household at the time of death (see Appendix C). Additional burial rights may not be purchased until his/her present rights are exhausted. Family members shall advise the Commission of any change in name and/or address of legal heirs.

The purchase of burial rights is not final until confirmed and approved by the Town of Millbury DPW and Commission. Any purchase request may, upon review by the Commission, be denied, modified or rescinded by the Commission, whether or not there has been an interment in the lot in question.

From time-to-time, the Commission may set aside "NO MONUMENT PLOTS" or sections as it may deem best for the beautification of a Cemetery.

The Commission may, from time-to-time, layout, alter or eliminate roads and paths, change grades or make such rules for the government of the grounds as it may deem requisite and proper to secure and promote the general objects of a Cemetery.

To insure proper regulation of the grounds, the grade of all lots has been determined by the Commission, and their decision in all cases is final. Markers to bind the limit of each lot are furnished by the Commission and are set flush with the surface of the ground.

All workmen in any capacity within the confines of the Cemetery, whether as masons, stone-cutters, erectors, gardeners, or helpers are subject to the direction and control of the Commission, or their designated representative.

GRAVE SITE GUIDANCE

1. Dogs are not allowed in the cemeteries
2. Cemeteries are not for training or recreational use with exception of walking on paved surfaces.
3. Speed limit is 15MPH
4. Vehicles are forbidden to pass a funeral procession or a lot where services are being held.
5. Skateboards, horseback riding, bicycles and ATV's are prohibited.
6. Sitting benches are not allowed.
7. Do not place or mount anything on Town fences.
8. Only two (2) perpetual light sources are allowed per monument.
9. No stones, sticks, rods, shepherd hooks, bricks, blocks or urns are allowed for flower beds or borders.
10. Wooden, plastic, or metal fences are not allowed.
11. Flowers may only be planted 12-inches out from the foundation of the head stone and cannot extend beyond the ends of the foundation of the head stone.
12. Flowers cannot be planted at flat markers, unless it is used as a headstone.
13. No shrubs, bushes, vines or trees can be planted.
14. All winter decorations (wreaths, winter logs, faded decorations etc.) must be removed by the last Sunday in March.
15. All summer decorations must be removed by Columbus Day.

BURIALS

A designated place of burial within a cemetery may be used for a deceased human and for no other reason or purpose. (See Appendix B) for optional burial layouts.

All funerals while within the grounds shall be subject to directions of the Commission or their designated representative.

When records regarding the location of a grave or a lot cannot be obtained or are indefinite, or when for any other reason the grave cannot be opened where specified, the Commission or their designated representative may, at his discretion, open it in such a location on the lot as he deems best and proper, so that the funeral may not be delayed.

All interments shall be restricted to owners and their legal heirs. (MGL Chap. 114)

No grave shall be opened by any workman, other than those employed by or under the direction of the Commission, or their designated representative.

No order will be issued for interment and no monument stone or decoration shall be allowed to be installed on any lot with a balance outstanding of unpaid charges.

All purchase costs and fees are to be paid for before interment takes place unless granted special consent by the Commission (see Appendix C & D). Such consent shall be of no more than thirty days. If unpaid after thirty days, the Commission may re-enter said property and hold the same as of its former estate. The Commission shall have the right to remove any body to such single grave as it designates and also to remove any memorial that may have been placed on the grave. The opening and closing of graves must also be paid for in advance.

The only holiday interments allowed will be those falling on a Monday (i.e. in the event of the long holiday weekend when the holiday is celebrated on Monday).

No burial will be allowed on Memorial Day, July 4th, Thanksgiving and Christmas, regardless of the day of the week these holidays should occur.

No Sunday interments will be permitted.

The Commission must be notified by 1:00 PM by Wednesday for a Saturday or Monday burial. Service cannot be guaranteed in the case of late notification.

REMOVALS

Except as may be ordered by the Commission, no disinterment or removal of a body will be allowed without a written order from the owner or owners of the lot, or their duly authorized representative. In any event, the approval of the Commission is necessary.

PERPETUAL CARE

Perpetual Care is defined as the care and maintenance and the reasonable administration of the cemetery grounds and buildings at the present time and in the future.

Maintenance and repair of flat foot markers, monuments stones, plantings and other items at a burial site are fully the responsibility of the buyer.

FLOWERS/DECORATIONS

The Commission reserves to itself the entire control of every tree, shrub, vine or plant growing within the cemetery boundaries, including the right of removal and disposal of without notice when it considers such removal advisable. All persons are forbidden to gather flowers or to break or injure any tree, shrub, vine or plant.

The Commission or its designated representative may remove and dispose of anything objectionable or injurious to the uses and purposes of the Cemetery or contrary to its rules and regulations.

Plantings, where permitted, shall be at the owner's expense. All plantings are subject to the supervision of the Commission or its designated representative.

Flower beds may not exceed the length of the foundation of the monument stone nor one foot in width, and must be maintained in weed-free condition at all times by the burial rights owner.

The Cemetery shall not be responsible for anything placed or left within the cemetery grounds. When work on burial sites is performed by others, they must remove all trash and excavated earth to such a place as provided for that purpose.

Decorations may be temporarily placed on a lot during the period of the Wednesday before Easter through the Wednesday following Easter. After such time said temporary decorations may be removed and disposed of by the Commission.

MONUMENTS

Only ONE memorial monument is allowed per burial site.

No monuments, flat marker, or other memorial may be installed in the Cemetery until a sketch or blueprint showing the design, material, finish size and proposed inscription thereon, along with proof of PERPETUAL CARE for said monument, is first submitted to the Commission or designated representative for approval, and approved.

The Commission reserves the right to reject any plan or design for a memorial that on account of size, design, inscription, finish or quality of stone is unsuited to the burial site on which it is proposed to be placed. Markers and monuments must be of natural stone. No artificial material of any description is permitted. The use of electronics shall not be allowed in/on monuments.

MONUMENT REGULATIONS

<u>Cremation Grave:</u>	One 12" x 24" flat marker mounted flush with ground surface
<u>Single Grave:</u>	One 12" x 24" upright marker with concrete foundation
<u>Double Grave:</u>	One 14" x 36" upright marker with concrete foundation
<u>Triple Grave:</u>	One 14" x 48" upright marker with concrete foundation

Notes:

- All proposed monument designs shall be approved by the Board of Cemetery Commissioners at a regularly scheduled meeting.
- The maximum allowable height for all upright monuments is 48-inches.
- Government markers for Veterans are installed at no charge at the foot of the grave.
- Proof of PERPETUAL CARE for the monument is required for all monument stones prior to installation.

Monuments or markers for individuals who are not designated to be buried at Town Cemeteries are not allowed.

Excavations and foundations must be done under the supervision of the Commission or designated representative.

All work must be done during working hours of the Cemetery, and cease at the close of the working day.

Before a stonecutter or other workman is allowed to cut inscriptions on memorials or do any other work on structures erected within the grounds, it will be necessary to obtain the permission of the Commission, or designated representative.

Foundation orders received after May 1st cannot be guaranteed for Memorial Day. No foundation will be set between May 15th and June 1st, nor between November 1st and April 1st. All foundations are marked out by the DPW staff according to a pre set schedule. Also, no work may be done in the Cemetery on a Saturday or the day before a holiday.

Monument dealers should familiarize and conform to all rules and regulations. Soliciting memorial sales or service work within the cemetery is not allowed.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Commission, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in its judgment, the same appears advisable on a case by case basis; and such temporary exceptions, suspension or modification shall in no way be construed as affecting the general application of such rule.

DISCLAIMER OF LIABILITY

Town-owned Cemeteries disclaim all responsibility for loss or damage to any burial site, monument, memorial or planting from causes beyond its reasonable control, especially from loss or damage caused by an act of God, the elements, earthquake, war, common enemy, air raid, floods, invasion, insurrection, riot, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, terrorism, unavoidable accidents or any cause, similar or dissimilar, beyond the control of the Commission whether the loss or damage be direct or related.

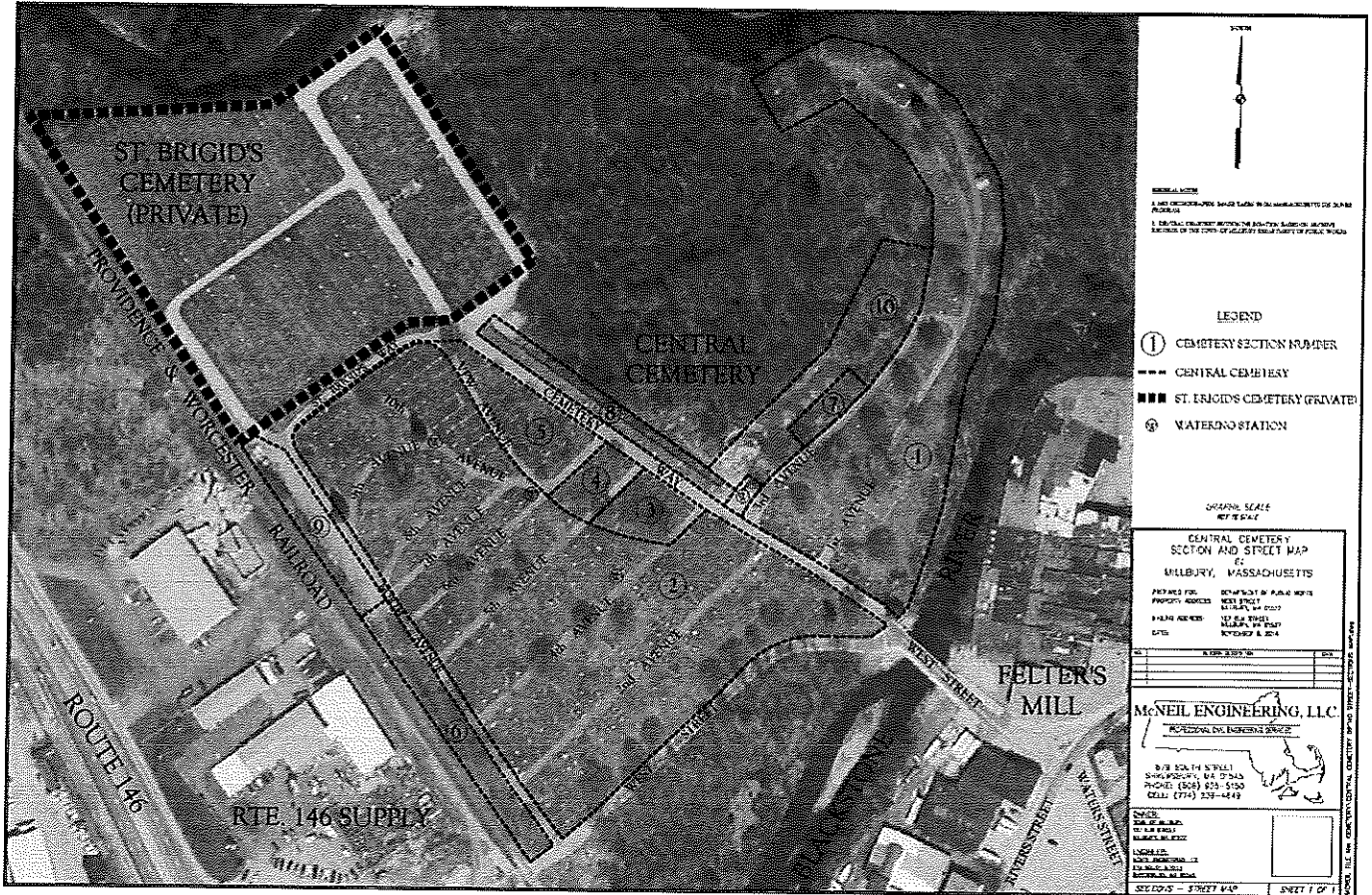
The Commission may, and it hereby expressly reserves the right to at any time or times, adopt new rules and regulations, or amend, alter and/or repeal any rule, regulations and/or article, section, paragraph and/or sentence in these rules and regulations.

CEMETERY COMMISSION

Gilbert Picard, Chairman
Marcia Landry, Secretary
Randy Mogren, Member

Adopted: October 20, 2014
Revised: November 14, 2016

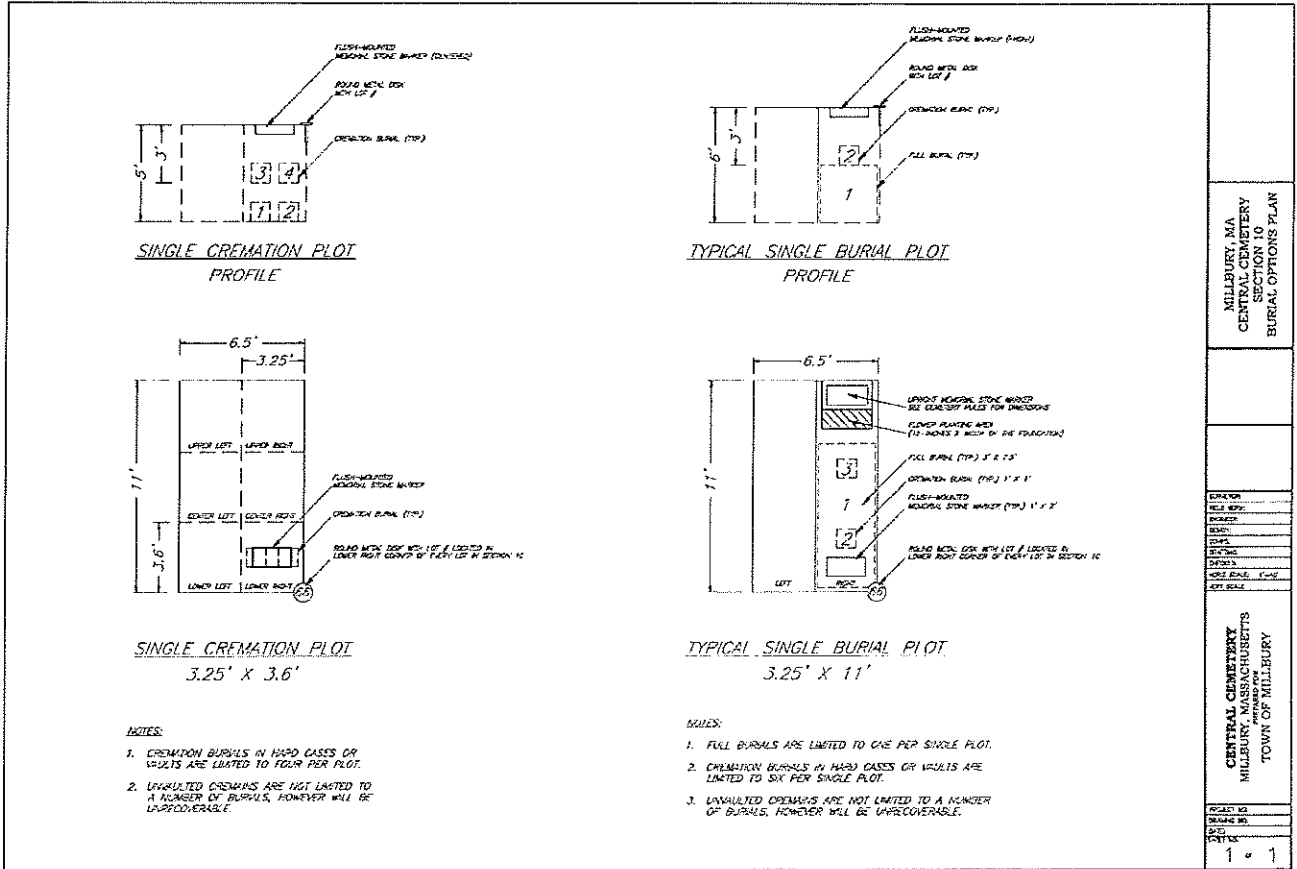
APPENDIX A - MAPS
CENTRAL CEMETERY



APPENDIX B

BURIAL LAYOUT OPTIONS

Cremations & Single Graves



MILLBURY, MA
CENTRAL CEMETERY
SECTION 1
BURIAL OPTIONS PLAN

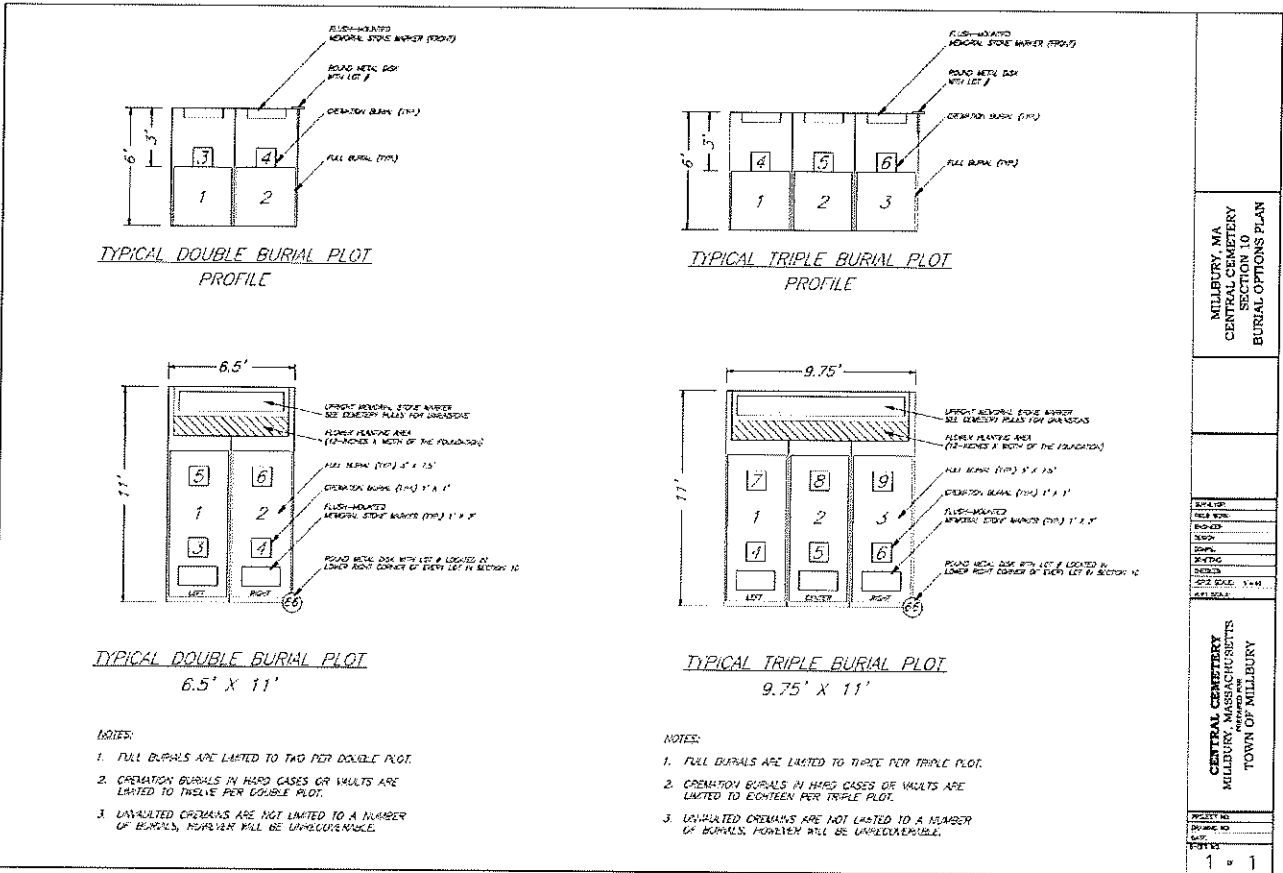
CENTRAL CEMETERY
MILLBURY, MASSACHUSETTS
TOWN OF MILLBURY

SCALE: 1" = 1'

APPENDIX B

BURIAL LAYOUT OPTIONS

Double & Triple Graves



MILLBURY, MA CENTRAL CEMETERY SECTION 10 BURIAL OPTIONS PLAN									
CENTRAL CEMETERY MILLBURY, MASSACHUSETTS TOWN OF MILLBURY									
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Town of Millbury Department of Public Works

MUNICIPAL OFFICE BUILDING • 127 ELM STREET • MILLBURY, MA 01527 Tel. 508 / 865-9143 • Fax: 508 / 865-0843

Robert D. McNeil, III, P.E. • Director
rmcneil@townofmillbury.net

APPENDIX C

Effective October 2, 2013

SCHEDULE OF CEMETERY BURIAL RIGHTS SALES

NO PRE-SALES AVAILABLE DUE TO SPACE LIMITATIONS.

ALL BURIAL RIGHT SALES ARE LIMITED TO MILLBURY RESIDENTS AT TIME OF DEATH ONLY.

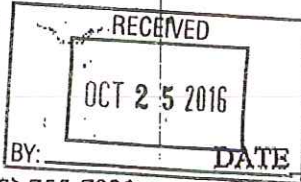
BURIAL RIGHTS*

Cremation Grave:	\$ 200.00	(Includes Perpetual Care)
Single Grave:	\$ 600.00	(Includes Perpetual Care)
Double Grave:	\$1,200.00	(Includes Perpetual Care)
Triple Grave:	\$1,800.00	(Includes Perpetual Care)

**MGL Ch. 114 § 1. Defines burial right as, "the right to burial in a grave or lot held by the licensee of the grave or lot; however, the license is not equivalent to title to the property. Burial right to the entire lot or individual grave or rights may be granted or transferred by the licensee and with approval of the governing body of the cemetery."*

A split of 75% of fees goes to Sale of Cemetery Lot Account and 25% of fees goes to Perpetual Care Account.

FOUNDATION ORDER



EMPIRE GRANITE CO., INC.
100 MAIN ST.
WORCESTER, MA. 01603
TELEPHONE, (508) 757-3091 - FAX. (508) 755-7821

BY: _____ DATE 10-24-16

TO: Town of Millbury
Cemetery Dept
Millbury Ma

DATE WANTED Sat

CEMETERY Central

LOT # 162

RANGE _____

SECTION 10

PLEASE

Build a foundation _____ Monument

~~Flat Marker~~ 2.6 long x 0-10 wide for a flat marker

OUR CLIENT IS: Paul Tarasiak ^{SLANT}

ADDRESS: 9 Blanchard St. Millbury

Burial In The Lot Is: GERALDINE E. TARASIAK - 2010

SPECIFICATIONS OF MARKER OR MONUMENT ARE: MATERIAL Base

Tablet: _____ long x _____ wide x _____ high

Base: _____ long x _____ wide x _____ high

Foundation Charges Are To Be Paid By: _____

Address: _____

- () Sketch and specifications are as below.
- () Please notify us when foundation is ready.
- () Please notify us at once if dimensions are not acceptable.

REMARKS:

EMPIRE GRANITE CO., INC.

Robert Podrepa