

De Pere Greenwood Cemetery

1480 Fox River Drive

De Pere, WI 54115

January 1st, 2022

I. Introduction

A cemetery is created as a final resting place for the faithfully departed. It is our sacred duty to preserve this resting place in perpetuity until that time when God comes again to bring all of us home. The cemetery reminds the living of the continuing presence of the dead within our lives. A cemetery is the gathering of believers in death who await the fulfillment of the promises of eternal life. The compassion to the living that grieves in their loss and respect for the dead who deserve a place of dignity and hope in their burial.

II. Management

A. Regulations, management of operations and all fees are determined by the De Pere Greenwood Cemetery Association and subject to both the laws of the State of Wisconsin and the Association.

B. Day-to-day operations are overseen by a sexton appointed by the Cemetery Association from the board of directors and shall be provided in the local media and the website/Facebook.

III. Hours of Operation & Visitation

A. The Greenwood Cemetery shall be open to its guests from dawn until dusk. The sole purpose for its use is for the burial/internment of loved ones or visitation of them. There has been a long-standing tradition supporting our respect for the dead and respect for those visiting the cemetery for prayer through our observance of certain courtesies and the avoidance of unbecoming behaviors while in a cemetery.

B. The Cemetery does not accept delivery of any grave decorations. The family must bring and place on the grave all decorations and flowers according to Rules and Regulations.

C. Peddling or soliciting the sale of any commodity within the cemetery is prohibited as well as placing of signs, notices, or advertisements of any kind.

D. Firearms are not to be brought onto cemetery property except by military escort accompanying a veteran's funeral or attending memorial services. To remedy an animal nuisance, Cemetery Association may permit a firearm to be brought onto the grounds.

IV. Maintenance of Cemetery Grounds & Decorations

A. Weeding, planting, and caring for annual or perennial flowers within designated areas near grave memorials are the duty of our deceased's' loved ones. Plantings are not allowed around the foundation or on graves. All unattended plantings or unapproved plantings such as trees and shrubbery will be removed at the Association discretion. Fresh floral/planted pots that become unsightly, and artificial arrangements that have become faded and unsightly will be removed without notice. Planters for perennials and vases for cut flowers/artificial arrangements should be part of or attached to the monument, unless placed in the area outlined in section D below. Planters that are not in use or in disrepair will be removed. Metal planting baskets on poles which are preferred should be placed along the side of graves. The Cemetery is not responsible for planters/plantings damaged by trimming. Any plantings existing that infringe on gravesites, have become unkempt, planted without approval prior, will be removed in entirety.

B. Cleaning of headstones should follow the suggestions from this website and Cemetery headstones should only be cleaned with a product called D2 available from the Sexton.

<http://gravestonepreservation.info/articles/cleaning-gravestones-monuments-stone-sculptures>

D. Decorations of grave sites must be in good taste & consistent with the view of human dignity and the resurrection as outlined in Section I of this document. FOOD, FOOD CONTAINERS, GLASS CONTAINERS, SOLAR LIGHTS unless in flower pots, SHEPHERDS HOOKS unless approved, FLAGS unless in flower pots, GARDEN ART, OR any other decorations that are stuck in the ground are not allowed. The Cemetery Association reserves the right to remove any decorations or deny any monument inscription it determines does not follow this requirement. This is regulated as not to be a hazard to lawn maintenance.

E. There will be NO edging or enclosures around the graves, plantings, large rocks/stones, wire fencing, plastic, or like material. This is for the protection of our staff and to avoid damage to monuments from trimmers. Any of these violations will be removed, ground repaired and billed to the lot owners. Planters are allowed BUT must be placed on the sides of the monument and placed on a stone paver 12"x12" if space exists within lot. Planters cannot exceed past the lot boundaries.

F. Shrubs and trees may only be planted by cemetery staff in places determined by the Cemetery Association. Memorial trees may be purchased through the Sexton with Board approval, but the type and placement of all trees will be determined by the Cemetery Association. All trees and shrubs of any kind shall be planted, trimmed, cut, or removed only by Cemetery Board or authorized contractors.

G. Trimmings, dead flowers, or refuse from weeding should be removed from the grave areas and placed in trash receptacles or removed from the cemetery and properly disposed of elsewhere.

H. All grave florals and monument decorations must be removed before the beginning of the next season. Weather permitting; the cemetery performs a complete clean up beginning April 1st in spring and October 1st in autumn. It is the responsibility of lot owners to remove any decorations or other items they want to keep by that time. On or after those dates' cemetery staff will remove all wreaths, flowers, or other grave decorations and dispose of them. New decorations can be placed on the gravesites on or after the May 15th and December 1st. Dates are subject to change and will be published on the website/Facebook. Placement of real flowers and/or wreaths is encouraged for Memorial Day, Easter, Veterans Day, and Christmas. They will be removed after 30 days. Please let us know of your Veterans as we want place American flags on graves of every known veteran on Memorial Day and Veterans Day.

I. In the event that any condition is in non-compliance with these rules and regulations, the Cemetery Committee reserves the right to remove items and correct any condition without notice. Where possible, any non-compliant condition will be addressed in writing to the person who the Cemetery Committee believes to be responsible for the plot(s) involved. If there is no response to the letter within 14-days, the condition will be automatically corrected.

J. Only pets of visitors are allowed on the cemetery grounds provided they are properly leashed and their waste picked up.

V. Purchase of Burial Lots

A. Anyone wishing to purchase burial sites shall contact the Sexton who will meet with the intended purchaser/s. There are separate and additional fees for the opening & closing of the burial space/internment after a death.

B. A purchase agreement in two copies will be prepared when burial sites are granted by the Cemetery to owners. All monies for burial sites shall be made payable to the Cemetery through the Sexton. The Cemetery Association has the prerogative of extending payment terms, but ordinarily full payment should be remitted on the day of purchase or the date of burial/internment.

C. Management issues a certificate of burial sites to the purchaser of the lot upon full payment of the purchase price. The certificate deed, signed by the sexton, is the document that establishes the right of burial and ownership.

D. A monument BASE must be placed on the grave within sixty days of purchase to mark the grave. Monuments are to be placed within 6 months of burial.

E. No person will have burial sites in any space unless his/her name appears on the cemetery records for the space. Past contracts or deeds issued to owners shall serve as a certificate of burial sites. Once purchased, the ownership remains with the original purchaser and his/her/their heirs. [See Section VI below for manner that burial sites descend after the original purchaser/s are dead.]

F. The Cemetery Association reserves the right to refuse permission for interment of anyone who, at the time of death, is not the holder of the lot or an authorized descendant or relative of the holder by blood or marriage.

G. In at-need situations, the full cost of the space purchase for burial and the internment fee must be paid immediately. The remaining burial space must be paid according to the terms of the established agreement. Memorials may not be installed placed until the full purchase price has been paid.

H. Should the purchaser of burial sites fail to carry out the terms of the purchase agreement, the Cemetery Association may declare the said agreement cancelled and all rights of the purchaser in and to the burial space forfeited. Money remitted may be held or returned, depending on the situation.

I. It is the right and Christian duty of the Cemetery Association to make special arrangements and adjustments of prices and fees to accommodate the poor and destitute, the stranger or multiple victims of a disaster to ensure the dignity and care of human remains, especially if they received little dignity in life.

J. Reclamation of abandoned lots is governed by the laws of the state of Wisconsin [Statute 157.115 (2)].

VI. Transfer of Burial Sites

A. The cemetery may repurchase unused burial sites from owners. The amount paid will be the same as the original purchase price.

B. The use of burial space is for the owner of the sites or relatives as outlined in VII-B below. Any return or transfer must be sent to and recorded by the Cemetery.

VII. Descent of Burial Rights to Heirs

A. A burial right is an intangible asset, *not subject to any will or personal gift*. It must be assigned by a legitimate owner of burial right or a group of owners based solely on adopted cemetery policies and practices. The Cemetery Association encourages the use of the Burial Right Assignment Form to avoid uncertainty and conflicts over unassigned burial space in the future.

B. These steps should be followed for unassigned burial space:

1. Unassigned burial sites continue beyond the death of the original purchaser/s to blood descendants. Spouses have joint tenancy. The spouses of any direct heirs have precedence in future burials assignments over their children.
2. The first to hold burial rights is a surviving spouse.
3. If there is no surviving spouse, then to any children; if there is more than one, they all share the rights equally and must all agree to every assignment.
4. If there is/are no surviving children, then to any grandchildren; if there is more than one, they all share the rights equally and must all agree to every assignment.
5. If the purchasers have no children and no direct survivors, the burial rights go to the surviving siblings of the purchasers and those descendants.
6. Burial rights can be revised at any time by the rights holder/s to accommodate cremation burial or an accidental/sudden death. Burial rights can be assigned to anyone subject to the approval of the Cemetery Association.
7. In at-need situations, the deceased and his/her surviving spouse may be granted burial rights by the holder/s of burial rights. (Wisconsin Statutes 157.10)
8. The Cemetery Association has the right and power to make prudential final judgments about complicated and pressing burial arrangements so that the spirit of these steps is kept, even if the precise letter is impossible to attain.

VIII. Interments

A. The written permission of the lot holder is required for interment to take place. The Cemetery Association shall not be held responsible for any order given by telephone, or for any mistake occurring for the want of precise and proper instructions as to the space, size and location in a lot where the interment is desired. Orders for interment must be given by the holder of the lot or legal representative, usually done by a funeral director as agent of the lot owner.

B. When the instructions from the lot holder regarding a burial cannot be obtained or are indefinite, or when the interment space cannot be opened when specified, for any reason, the Cemetery Association, at its discretion, open a grave in such location as it deems best and proper, so as not to delay the burial. Management shall not be liable for any error so made.

C. All interments, without exception, are to be arranged through the Sexton or President. Only the Cemetery Association or *the Sexton acting as their agent may authorize the opening of any burial space.*

D. The Cemetery Association establishes the required fees for opening and closing. This fee is due no later than the time of interment.

E. All funeral processions shall be under the supervision of management within the cemetery, as well as all elements of the burial ceremony within the cemetery.

Full Body Interments

E. A civil burial permit as required by Wisconsin law must be presented before interment can take place in the cemetery.

G. Winter burials are subject to procedures contained in Wisconsin State Law (157.114) but can be modified by agreement of Cemetery Association and the responsible party arranging the burial according to preferences and weather conditions. Additional fees can be charged to complete a winter burial.

H. One full body burial is permitted per grave space or single crypt. In order to maintain a proper standard of care and to eliminate sunken graves caused by collapse of wooden boxes or other weak materials, it is required that all caskets be placed in suitable outer burial containers.

Cremations

I. Two sets of human cremains may be interred in one plot or single crypt. One set of human cremains may be placed in the same plot with a full body burial.

J. Cremated remains cannot be accepted until and unless the space for burial is verified, unless the date of interment is scheduled and unless all necessary paperwork is received. Any attempt to put cremated remains in the custody of the Sexton without all of the above will be denied. Cremation burials must be scheduled through and monitored by the Cemetery Association.

K. Cremation vaults for cremation ground burials are required and are supplied by the cemetery.

IX. Disinterment

A. The disinterment of the remains of a deceased person and re-interment to another plot in the same cemetery or in another cemetery are governed by the Statutes of the State of Wisconsin. Proper documents with signed permissions from the county coroner/medical examiner, pastor/pastoral director and next of kin must be given to the Sexton prior to any disinterment.

B. The Cemetery Association exercising due care in the disinterment and removal, shall assume no liability for the damage to any casket, outer burial container or grave memorial.

C. The Cemetery Association shall retain control of the scheduling and manner of disinterment. It also determines appropriate fees for disinterment.

D. Transit of a removal to another cemetery is the responsibility of the one arranging for the disinterment. The Sexton will handle relocation to another place within the same cemetery.

E. Only persons employed by the Association with their equipment shall be used in making interments or removals.

F. Cemetery personnel or their contracted services will not be held responsible for damages or injuries resulting from defects or deterioration in burial vaults (outer burial containers).

X. Memorials and Markers

A. The Cemetery Association grants permission for all grave memorials work to be done in the cemetery, including installation of memorials and foundations, engraving and cleaning.

B. The responsibility of keeping any grave memorials in a safe and proper state of repair is up to the owner, the heirs, or assigns. If no heir or assign can be located when a memorial is in need of repair, the Cemetery Association assumes responsibility to return the memorial to a safe and proper state using cemetery operating funds.

C. A marker impeding movement of equipment or human approach to a new burial site may be removed temporarily and then replaced on the original location by the Sexton's authorization.

D. Bronze markers from the US Government for military veterans are permissible, either as the prime memorial at the head of a grave or as a footstone in conjunction with a headstone. Even though the marker is given as a tribute by the government, they must be placed on a foundation and the payment for the foundation and setting must be paid prior to the order being placed.

E. Only granite or bronze permanent markers are permitted. All interments must be marked by an appropriate head or foot stone, or by a temporary funeral home marker identifying the person interred. No burial site is to be left unmarked. Temporary grave markers of any other material are not permitted. Permanent markers should be placed within six months of the death. Added extensions will need to be approved by Association.

Burial vaults are required for all traditional casket burials and the burial of cremains. Spreading of cremains on top of the ground, on existing graves, with existing graves, or anywhere in the Cemetery is absolutely not allowed. Vaults for traditional and cremains burials are to be buried so that the top of the vault is 18' to 24" below grade.

F. The base of the monument shall be no longer than two-thirds of the lot. All stones or markers must be approved by the Cemetery Board before installation. The Board reserves the right to authorize the removal of such markers, etc., installed without permission, or which may be considered inappropriate language or graphics, at the certificate holder's expense.

G. The Cemetery Association provides configurations and proper measurements. Memorials may be placed on a grave before or after burial.

H. With pre-need placement, the family or responsible party is obliged to arrange for placing the correct death date on the memorial.

I. Normally only one marker is to be permitted on each grave except in the case of multiple burials in the same grave or the grave of a veteran.

J. A concrete foundation is required for all memorial markers and must be placed within six months of lot purchase. It will be placed by the monument company in order to stabilize the memorial and ensure its proper location. Current and future owners of burial privileges are encouraged to have corner markers, preferably with the initials of the owner's last name, installed to mark the perimeter of the plot(s) that they have selected.

K. When monuments or markers have been placed in violation of any of these rules, the Cemetery Association reserves the right to remove them at owner expense until such time as its placement is in compliance with the above regulations.

XI. Vandalism

A. The cemetery is not to be held responsible for vandalism. If vandalism occurs, the cemetery will file reports with local police. Also, the cemetery will repair any vandalism promptly to the grounds and other areas maintained by the cemetery. The cemetery will not repair any vandalism to monuments and markers.

B. Lot owners who can be located will be notified of the vandalism. It is the responsibility of the lot owner to make arrangement for repairs and pay the incurred costs.

XII. Correction of Errors

A. The Cemetery Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterment or removals, or in the description, transfer or conveyance of any sites or burial space, either by canceling such conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, as may be selected by the Cemetery Association, or in the sole discretion of the Cemetery Association, by refunding money paid on account of said purchase.

B. In the event any such error shall involve the interment of the remains of any person, the Cemetery Association reserves, and shall have, the right to remove and reinter the remains in the correct space or in another burial space of equal value and similar location as may be substituted in lieu thereof. (Wisconsin Statutes 157.112 (1) (2))

XIII. Management Prerogatives

The Cemetery Association reserves the following rights with proper notification of lot owners:

1. to enlarge, reduce, re-plat, or change the boundaries or grading of any section(s) of the cemetery.
2. to modify or change the location of, or remove or re-grade roads, drives or walks, or any part thereof.
3. to lay, maintain, operate, alter, change, or remove pipelines, water systems, electrical service, gutters, drainage, planting, or monuments.
4. to use cemetery property unsold as lots for other purposes, such as storage areas for landfill or other incidentals.
5. to buy/sell acreage and to open new sections when they determine it is appropriate.
6. to themselves and to those lawfully entitled thereto a permanent right of ingress and egress over plots for the purpose of passing to and from other plots.
7. to set hours of operation of the cemetery for visitors and workers.
8. to remove or cause to be removed any individual who does not observe appropriate behavior within or near the cemetery boundaries.
9. to make temporary additional rules which may be needed from time to time, to meet emergency or other situations, which are not covered by these regulations, the cemetery regulations, or Wisconsin Law.
10. to change any policy, procedure, rule or regulation at any time with proper notice to lot owners, grave owners, contractors, builders, monument dealers or any other persons interested in the cemetery.