



**Cemetery  
Development  
Services**

Capability House  
Building 31  
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## **A Management Brief for West Rainton Cemetery**

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## **Introduction**

The Cemetery at West Rainton suffers from a degree of maintenance neglect and as such there is need for clear guidance for future contractors as to their role and expectations.

In the following document we have provided a management schedule that can be used for the client to understand the needs for the cemetery in terms of management requirements. Sections of the report can also be used as the framework for a contract to define the role of the contractor and protect both the council and contractor from any misunderstandings of what is expected and when.

The contract covers schedules of work and should warrant the council against any damage or poor practice.

## **Memorial Safety**

Outside of ground maintenance the cemetery also lacks a memorial safety policy. On my last visit a number of memorials were deemed to be unstable and by definition of their size and weight also unsafe.

A simple memorial safety policy should start with ensuring that all masons are registered with either NAMM or BRAMM and should fit memorials to the standards set out by these professional bodies. The council should also ensure that each memorial comes with a minimum 5 year warranty.

A memorial testing policy should be undertaken at least every 3 to 5 years. It is a simple process where all memorials are hand tested using a reasonable force to push/pull the memorial, a weight equivalent to someone using the memorial for support when getting up from a kneeling position (tending graves).

Those memorials failing should be marked with a warning tape/label and contact details of the cemetery officer. In many cases the relatives will be understanding and organise their own repairs. Where there are no relatives coming forward after a period of 6 months, we find the best make safe method is to “socket” the memorials by digging them into the ground to a depth where they could be considered stable and safe, but at the same time remain vertical and in situ.

## **Record Keeping**

It is a legal requirement for all cemeteries to keep accurate records of burials and their location by way of a burial plan and ledger and or management software. These should be kept in either hard copy and / or in software formats in all cases originals should be kept in a fire proof safe, or in the case of software sufficient back up and virus protected security storage should be essential as a minimum.

The green slip usually supplied by the Funeral Director at the time of burial should be copied and the original sent on the Registrars office shortly after burial.

## **Exclusive Rights of Burial**

The exclusive right of burial period is at the discretion of the council. Historically it was for extended periods or in perpetuity modern ERB's are for terms of 30 to 50 year max. This should also tie in with the memorial rights period to.

The council should provide each purchaser a certificate of ERB which details the obligations of both council and purchaser.

Even if buying a single grave the depth of all future burials should be dug to a maximum depth if possible 10 ft as this will allow up to 4 burials. This helps to future proof the cemetery. For example if only one occupant is in a grave at 10 ft depth after the ERB expires further burials can take place on top (similar to church yards).

## **Fees**

Fees are always a sensitive subject however most local parish cemeteries never charge sufficient to cover cost of management and operation. For example as a guide to be buried in Durham cemetery the ERB is £1100 plus £750 for the interment this equals £1,850 for a burial and plot.

Burial fees should be set as a minimum at the cost of maintenance divided by number of new burials plus 50%.

By way of example if the cemetery maintenance fees are £10,000 per annum and there are 12 ERB's sold per annum then the cost of the ERB should be:

$(10,000/12) = 833.3^* + 50\% = \text{£}1,249.96$  (**£1,250**).

This does not cover interment fees which should be charged separately. Should these figures above be in line with current cemetery costs and burial numbers, then they are likely to be in keeping with the region's main cemetery fees and charges.

The site should also have separate fees for traditional graves (kerb sets) and lawn burials. Areas where kerb sets are allowed should be in a separate section and fee charges should be at least 2/3 more for these traditional plots.

The Parish should **NOT** look over the hedge at neighbouring Parishes for fee guidance as they are probably getting it wrong also! Once you have set a realistic fee base, they will look over the hedge at you and set their fees accordingly!

### **Maintenance**

The contractor specification below gives a step by step guide of requirements they need to fulfil.

However there is also a need to get the cemetery "back into shape". The site is heavily infested with moss and fungal Red Thread is prevalent within the grass sward. We would recommend that in the spring the site is scarified and sprayed with a fungicide to combat grass diseases.

The graves that have sunk will also need bringing to level to provide for uniform mowing. We would recommend on fully occupied graves that on a section by section basis, possibly spread over a period of years, that these graves are topped up with a coarse loam of 60-40 sand mix and overseeded. In time the site will look better, be safer and will allow better mowing regimes to be undertaken.

There are a number of self-set trees and shrubs possibly brought in by relatives these should be cut back and killed off and if possible dug out and removed

Kerbs and roads are in need of some repair.

We have a series of slides in Figure 1 below illustrating the areas of maintenance required.

Grave digging, should be taken by an experienced grave digger and in all cases grave shoring equipment should be used. It is a legal obligation to shore up any excavation greater than 1.2 m. Should the operator fail to do this he should be barred from site.

The grave should not be left uncovered overnight and should have a lockable cover over it.

Figure 1.

	
<p>Inappropriate frontage to graves, sunken plots and providing poor visuals and difficulties in maintenance</p>	<p>Clearly defined traditional memorialisation with properly constructed and maintained kerb sets</p>
	
<p>Shrubs and plants growing in grave frontage these should be sprayed off and ween mat and clean gravel brought into kerb sets</p>	<p>Moss on roadways will provide slippery and dangerous conditions under foot and will eventually cause deterioration of tarmac roadways.</p>

### **Cemetery Rules.**

There should be a set of cemetery rules prominently displayed at the entrance to the cemetery and issued with the ERB. These rules should define what is and what isn't allowed within the cemetery.

If the bereaved have booked a plot on a lawn cemetery section, then they will not be permitted to place any edging stones gravel or anything else in front of the grave. Indeed any section of

lawn burial where this has already happened, the owners should be notified that the section will be returned to a lawn burial format. This may be both politically and emotionally an awkward task but should be considered for setting the rules and standards for future burials.

Items not to be allowed on grave should include the following:

- No plastic flowers
- No wind chimes or other ornaments unless placed on the plinth of the memorial and secured.
- No solar lights
- No glass vases
- Xmas Wreathes to be removed by January 6<sup>th</sup> of new year
- No kerb sets or kerb enhancements unless buried in sections where traditional graves are allowed

Any breeches of these rules should be dealt with quickly and sensitively, with removal of items to a place of safe keeping. A notification and contact details should be placed on or next to the memorial or if possible a letter sent to the relatives.

Whilst we understand this is a sensitive issue once people are aware of the rules it will rapidly become to be seen as the norm.

### **Old Sextons Hut**

The old sextons hut is in a state of dilapidation (Figure 2), the building has very little benefit to the cemetery and is too small for the storage of most equipment and machinery for cemetery use if most of the operational services are contracted in. It has the potential a health and safety risk and for that reason we would recommend it is demolished and for it to make way for more graves.



Figure 2.  
Old sexton building is unviable, potentially dangerous and should be demolished,

## **Maintenance Schedule for Contractors.**

West Rainton Cemetery is an operational cemetery burying approximately 15 to 20 people per annum.

The site is located off Chantry Place and is approximately 2 acres in size of which approximately 1.4 acres is memorialised.

The memorials approximately 800 vary from traditional kerb sets to lawn memorials rarely exceeding 1 metre tall. A number of memorials are unstable and these should be reviewed through a regular testing programme.

The site has a number of mature trees 12 up the spine road and an equal amount along the northern section of the site. The remaining cemetery is designed as a lawn cemetery.

### **1.0 General Requirements of Contractor**

All work will be performed in a professional and workmanlike manner by experienced and well trained, uniformed personnel, utilising clean, well-maintained equipment of the latest and most efficient design.

- The practices and procedures employed will be according to accepted industry standards (e.g., BSI, BALI ); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skilfully and safely within the cemetery grounds.
- Work performance will comply with the Health and Safety at Work Act. All applications of pesticides classified for restricted use will be made by certified applicators only.
- All original product packaging may be inspected by the cemetery's representative prior to use.
- All mechanised equipment (mowers, strimmers, hedge trimmers, etc.) must be turned off if you encounter the public (within 20 feet).
- No mechanized equipment (mowers, strimmers, hedge trimmers, etc.) will be used whilst a funeral is in progress.
- The Contractor will train crew members to respect not only the solemn dignity of the cemetery, avoiding loud talking, running, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to graves stones, and other monuments.

## 2.0 Grass Cutting

There should be a minimum of 16 cuts per annum starting in early March with the typical spread of cuts as shown

Month	March	April	May	June	July	August	September	October	November	January
Cut Frequency	2	2	2	2	2	2	2	2	1	Clearing of leaves

- Paper, trash, branches, flowers not associated with a grave, and other debris will be collected prior to each mowing.
- Contractor will mow turf areas [as needed according to seasonal growth/on the following schedule:
- No more than 1/3 of the leaf blades will be removed per mowing – Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the cemetery.
- Mowing height will be according to grass type and variety per the following chart:

	Winter	Spring -Autumn
Grass Type	Mowing Height	
Fescue, fine	6 cm	4 cm
Fescue, tall	8 cm	5 cm
Ryegrass, perennial / Italian	5 cm	2.5 cm

- During periods of excessive rain and tall grass growth, the mower cut height may be raised.
- All mowing will be conducted with a [reel/rotary/mulching] mower. [Under no circumstance will any equipment larger than an intermediate walk-behind mower be used in the cemetery. / Given the spacing of stones and potential for damage, the largest acceptable equipment is a 21-inch push mower.]
- Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.
- Alternate directions each cutting where possible shall be employed to permit recycling of clippings were possible and present a neat appearance.
- Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.

- All plots with coping surrounding grass will require special treatment and consideration.
- No kerb sets are to be damaged by turf maintenance or removed to make maintenance “easier.”
- Mowers may not be operating when passing over coping.
- Only 50 cm push mowers may be used in plots with kerb sets.

### 3.0 Strimming

- Grass adjacent to fixed objects, such as tombs, grave stones, monuments, etc., shall be strimmed to the same height as the general turf.
- Strimming is to be done so that turf areas are not scalped.
- Contractor will edge tree rings and plant beds, and all buildings, pathways, fences, driveways, parking bays, and other surfaced areas bordered by grass will be edged every other mowing during the growing season.
- No mower will be operated within 150 mm of any, headstone, footstone, or other memorial. All turf between these markers and mown areas must be strimmed using a filament line trimmer equipped with line no heavier than 2 mm.
- The Contractor’s employees will be expected to know the length of their trimmer line at all times to prevent this line from coming into contact with the headstones and monuments. Any line damage other than pre-existing (defined as documented by the Contractor at the beginning of this agreement) is the responsibility of the Contractor.
- When strimming near headstones and monuments, the Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will assist in preventing any objects thrown by the trimmer, such as stones, sticks, etc., from being thrown toward fragile memorials, thereby minimizing the potential for accidental damage.
- The cemetery’s headstones will be strimmed every other mowing during the growing season.
- Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2-foot diameter, maximum 3-foot diameter) to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass. Establishment and maintenance of such mulched areas will be charged to the cemetery.
- Contractor will clean all clippings from pathways, kerbs, roadways and headstones or monuments immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in sewer or storm drains.
- Contractor will ensure that grass clippings do not build up in the corners of plots with kerbsets – otherwise over time there is a build-up of unsightly dead grass in these areas.
- Under no circumstance will herbicides be used in lieu of appropriate edging and strimming, especially adjacent to monuments and fences.

#### **4.0 Trees**

Trees should be inspected bi-annually in the spring and winter to check for any dead branches or potential diseases. This should be undertaken by a certified arboriculturalist or tree surgeon. If required then:

- Pruning should only be done to remove dead or diseased branches, reduce foliage density or crossing branches, to improve the beauty of the plant through selective removal of a few branches, or to ensure safety of monuments and visitors.
- Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness and blooms.
- All trees should be trimmed so a mower can get under and around them.
- No pruning will be done during or immediately following growth flushes, branches will be pruned just outside the branch collar, and pruning paint will not be applied.
- Sucker growth will be removed by hand from the base of trees. No herbicides will be used for this purpose.
- The Contractor will remove all off-cuts and chippings from the cemetery.
- The cemetery requires that any tree pruning be conducted only by a certified arborist or tree surgeon.

#### **5.0 General Maintenance**

- Monthly the Contractor will be responsible for manually pulling of any and all weeds in landscape beds (barked, stoned, and flower beds, including family plots), around kerbsets and pathways, parking areas, and around trees that are barked or landscaped, fence lines, retaining walls, property lines – anywhere that weeds are growing.
- Monthly the Contractor will be responsible for removing all rubbish from bed areas and other high visibility areas, including pathways, parking lots, and family plots.
- All turf areas and planting beds (including shrubbery and planting areas) will be cleaned of leaves, weeds, trash, and any other winter debris during the first visit in the late winter [January ] and early spring [March].
- The contractor will be responsible for spring scarifying and spring fungicide and herbicide application if requested.

#### **6.0 Inspection and Acceptance of Work**

- The Contractor shall be responsible for notifying the cemetery's representative as soon as practical after all work.
- An inspection will be made by the cemetery's representative within 24 hours of notification by the Contractor that work has been performed.

- The cemetery will notify the Contractor, in writing, of any work that is not deemed acceptable. The Contractor will have 72 hours to repair, replace, or redo the specified work.
- Any damage to headstones or other, memorials, infrastructure or fences may require professional repair work undertaken by a mason who is a member of NAMM or BRAMM and who is approved by the cemetery. The Contractor will be responsible for all charges incurred.
- All work must meet the specifications of this agreement. The cemetery's representative will be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc.

## **7.0 Insurance and Warranties**

- The Contractor will carry public and employers liability insurance and require the same of any sub-Contractors and provide proof of same to the cemetery.
- The Contractor will carry professional indemnity insurance in the amount of £1,000,000.
- The Contractor is also responsible for obtaining any licenses and/or permits (not limited to business licenses, pesticide licenses, etc.) required by law for activities on cemetery's property.
- All work will be performed in a workmanship-like manner.
- Areas Considered the Responsibility of Contractor Include
  - Any damage due to the operation of his equipment in performing the contract, to include damage to memorials, monuments, fences, walkways, plantings, or any memorial device in the cemetery.
  - Failure to comply with all laws pertaining to protected plant species.
  - Damage to plant material due to improper horticultural practices.
  - Improper replacement or retrofitting of irrigation system components.
  - Injury to non-target organisms due to application of pesticides.
  - Any pollution to the cemetery or its groundwater caused by waste oil, herbicides, or pesticides used by the Contractor.
- Situations which the Contractor may deem are not his/her responsibility include:
  - Death or decline of plant materials due to improper selection, placement, planting or maintenance done before the time of this contract.
  - Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
  - Flooding, storm, wind, fire or frost damage.

- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked, excluding however, all headstones, monuments, markers, fences, pathways, kerbs, or memorial devices.
- Damage due to vandalism.

## **8.0 Contract Period**

This contract is for the maintenance of property at West Rainton Cemetery

- The contract term is for a period of 1-year with a beginning date of
- and an ending date of
- The contract may be cancelled by either party without cause with 60-days written notification. Upon such cancellation the Contractor remains responsible for any damages as outlined in 7.0.
- This contract will be governed by the laws of England and Wales. Should the cemetery be required to engage the services of a solicitor in connection with this agreement or to enforce its provisions, the cemetery shall be entitled to reasonable legal fees.

## **9.0 Charges.**

- The Contractor will furnish all labour and equipment for the performance of this contract.
- The charge for the specified service shall be £                      per year payable [as a
- lump sum at the initiation of the agreement / on a monthly basis of £                      /per month
- Any additional or unscheduled services agreed upon by the cemetery and Contractor will be billed separately as net 30 days.

**10.0 Agreement**

It is hereby agreed that the contractor accepts the conditions and schedules set out above for the agreed price

**Name of Cemetery**

**Name of Firm**

**Cemetery's Representative**

**Contractor's Representative**

**Typed Name**

**Typed Name**

**Title**

**Title**

**Date**

**Date**