

# TOWN OF CLAYTON OPERATIONS CENTER

“SERVICE”

ELECTRIC SERVICE  
(919) 553-1530

VEHICLE MAINTENANCE  
(919) 553-1530



“ENVIRONMENT”

PUBLIC WORKS  
(919) 553-1530

WATER RECLAMATION  
(919) 553-1535

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## DEPARTMENT OF PUBLIC WORKS PROPERTY MAINTENANCE DIVISION CEMETERIES (TITLE IV, CHAPTER 92)

### PERMIT OF ACCESS

I, \_\_\_\_\_, representing \_\_\_\_\_,

hence forward referred to as the “*Permittee*”, hereby attest that all requirements specified by the Town of Clayton, hereafter referred to as the “*Town*”, and the *Town’s* Cemeteries Ordinance (Title IV, Chapter 92) have been met. I understand that a certificate of insurance shall be submitted and maintained active throughout each calendar year. If at anytime the status of this certificate should change, I must report said changes, in writing, to the *Town* within ten (10) working days of the changes. If the aforementioned changes affect my ability or my authorized representative’s ability to maintain sufficient coverage I understand the *Town* has the right to revoke this *Permit of Access*. I also understand that I must reapply for this permit, including application, application fees (if applicable), and any other required supporting information, if this permit is revoked for any reason. The *Town* must notify me of this permit revocation within ten (10) working days of original notification.

The *Town* shall require the *Permittee* or potential *Permittee*, desiring to utilize Town-owned and maintained cemeteries, submit a completed permit application, with fees paid in full (if applicable), on or before November 30, for the next calendar year. The *Permittee* shall provide the ability to perform all duties associated with the opening and closing of graves and the ability to stabilize any disturbed ground to an acceptable condition, conforming to Town-specified standards. For a period of one year after the interment date, the *Permittee* shall be responsible for any damages that occur during the opening/closing of grave sites and the stabilization process required to return the disturbed site back to an acceptable condition. The *Permittee* shall also maintain all responsibility for both scheduling and financial (billing contractors, customers, etc.) concerns related to grave opening and closing. The *Town* understands that the period just prior to a funeral is both critical and stressful, but the *Town* would respectfully request that the *Permittee* provide the *Town* as much notice as possible and supply all pertinent information (grave location, date & time of funeral, completed interment authorization form, copy of deed, if available). It shall be the responsibility of the *Permittee* or authorized representative to notify the *Town* of any upcoming funeral services. For services scheduled during a weekday, the *Town* must be notified and the grave paid in full 24 hours before the service is scheduled to take place. For services scheduled during a weekend, the *Town* must be notified and the grave paid in full by noon on Friday. The *Town* shall maintain all responsibilities related to grave purchasing and associated perpetual care of all Town-owned and maintained cemeteries.

The *Town* will maintain responsibility for identifying grave boundaries and demarcating (“laying off”) the grave site(s) prior to excavation by the *Permittee* or authorized representative. The *Town* will also be responsible for inspecting the site(s) after the interment has been completed for the purpose of verifying conformance with excavation/filling/stabilization specifications (i.e., proper fill dirt, tamping of grave site, top soil, proper replacement of turf, etc.). If any discrepancies are noted during these inspections the *Permittee* shall be notified and shall be held responsible for correction of all discrepancies within five working days. If discrepancies are not corrected by the *Permittee* within the allotted time, the *Town* will assume responsibility and bill the *Permittee* for any and all corrective actions(s) taken by the *Town*. The *Town* reserves the right to revoke the *Permittee’s* permit if unsatisfactory performance continues or for non-payment. A second site inspection may be required by the *Town* to verify conformance with specifications.

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**Funeral Home Director or Representative**

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**Date**

\_\_\_\_\_

**Public Works & Utilities Director**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Town Clerk**

\_\_\_\_\_

**Date**