

## Town of Windsor

### Memorandum

September 9, 2025

**TO:** The Honorable Mayor and Town Council

**FROM:** William G. Saunders IV, Town Manager WGS IV

**SUBJECT:** Cemetery Policy Revision / Mausoleum Request

#### Background

A member of the community has requested a mausoleum in the new section of the cemetery, and the Town Council has requested a revision of the town cemetery policies.

#### Specifics

A member of the community desires to build a small mausoleum in the new section of the cemetery and requests Council's consideration of amending the policy or waiving it for this purpose. There are still plots available in the original sections of the cemetery, where headstones and mausoleums are allowed, but no available plots are side-by-side.

Following the Town Council's consideration of the request and the existing cemetery policies at their August 12, 2025, meeting, Council requested the policy be revised with consideration given to headstones above ground being allowed in the new section of the cemetery, maximum height requirements of structures, and maintenance of structures in the cemetery.

#### Enclosures

Letter of Request from James and Nancy Foster  
Revised Town Cemetery Policy  
Existing Cemetery Policies

#### Recommendation

For Council's information

## WINDSOR TOWN CEMETERY POLICY DRAFT

### BURIAL

#### Cremated Remains

Not more than two ~~cremations~~ sets of cremated remains may be buried per gravesite within the Town cemetery. A grave liner is ~~necessary~~ required.

### GENERAL

The Town cemetery consists of three sections:

The historic section – The section north of E. Griffin Street, and east of the new section, which includes interments beginning in the 19<sup>th</sup> century.

The old section – The section south of E. Griffin Street, and south of the historic section, which includes interments beginning in the 20<sup>th</sup> century.

The new section – The section north of E. Griffin Street, and east of the historic section, which includes interments beginning in the 21<sup>st</sup> century.

~~That a~~All lots ~~conveyed by this deed~~ shall be used exclusively as a place for the burial or interment of the human dead. (From deed language)

~~That n~~No shrubs, plants, trees or flowers of any kind or character shall be placed, planted or set out on any lot conveyed by this deed, except in, on, or attached to, movable containers or devices, ~~without first obtaining the written permission of the Town Council of the Town of Windsor, Virginia,~~ provided that nothing in this section shall be construed to prohibit (a) the placing of flowers and/or plants on any such lot in containers or devices that are made and form an integral part of and permanently attached and affixed to a tombstone, monument or headstone or (b) the placing of flowers temporarily on any such lot in connection with a burial or interment service. (From deed language)

### LOTS

#### Purchase by Town Residents

Town residents may purchase available lots within the old and new sections of the Town cemetery, subject to the requirements and limitations of this policy.

~~New Policy Regarding Rates for Existing Section of Cemetery: (Revised 3/13/07)~~

~~Old section - Any existing lots in the cemetery are to be restricted to town residents only, at the price of \$1,000 per lot. The purchase price of a cemetery lot for a town resident is \$1,000.~~

(Revised 3/13/07)

New section - Beginning February 14, 2006, ~~t~~The purchase price of a cemetery lot for a town resident is \$600. (Revised 02/14/2006)

Purchase by Non-residents

~~Moratorium Lifted on Sale of Lots to Non-residents:~~

~~The moratorium was lifted on February 14, 2006.~~

Non-residents may purchase available lots within the new section of the Town cemetery, subject to the requirements and limitations of this policy.

New Rates for Cemetery Lots:

New section - The purchase price of a cemetery lot for a non-resident is \$1,200. (Revised 02/14/2006)

Purchase by the Town

~~The policy which has been stated on the cemetery deed for many years is for the Town to buy lots back for the price at which they were purchased. Due to the fact that the price per lot has changed many times and there are no records available as to purchase price at a particular time, Council set the following policy on February 14, 2006.~~

Purchase of Cemetery Lots by the Town When Original Cost is Unknown:

The ~~new policy states that the~~ Town of Windsor will purchase back cemetery lots for a price of \$200 each, or the cost of the lot if it can be determined, whichever is greater, and the Town will pay legal costs associated with the purchase. (Revised 02/14/2006)

This price will be noted on the cemetery deed effective immediately and any lots sold from February 14, 2006 forward will be purchased back by the town at the price stated on the deed.

~~Lot owners wishing to sell will be responsible for any legal fees.~~ (Revised 02/14/2006)

~~As has been the policy in the past, e~~Cemetery lot owners may give away their lots or deed them back to the Town. They may not deed them to anyone else. (Revised 02/14/2006)

~~That the said grantee shall not sell, grant, convey, give away, assign or transfer any lot, right, privilege or easement conveyed by this deed, except to the Town of Windsor, Virginia and the lot owner wishing to sell will be responsible for any legal fees. (From deed language)~~

Order of Sales

New Policy Regarding Order in Which Lots are Sold: (Revised 12/11/07)

Cemetery lots in the historic section are not available for purchase.

Cemetery lots in the old section are limited and are sold, as available, to Town residents only.

Cemetery lots in the new section will be sold one section at a time starting with the lots next to the ~~old~~ historic section of the cemetery. (Revised 12/11/07)

## MAINTENANCE

### Grounds, arrangements and ornamental displays

Maintenance of the grass and weeds in and around the Town Cemetery is the responsibility of the Town of Windsor. Maintenance of flower arrangements ~~and headstones~~ on individual gravesites is the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite. In the event live flower arrangements are left at a gravesite for an extended period, allowing them to deteriorate and die, Town maintenance personnel have the authority to dispose of such flower arrangements as they deem appropriate. Although care will be exercised to avoid damaging these items while maintaining the grass and weeds, the Town of Windsor will not be responsible for flowerpots, artificial arrangements, flower or wreath stands, or other ornamental displays left on a grave site.

### Grave Markers

Maintenance and repair of ~~flower arrangements and~~ headstones, footstones, and other markers on individual gravesites ~~is are~~ the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite.

### Mausoleums, Statues, and other Monuments

Maintenance and repair of mausoleums, statues, and other monuments on individual gravesites are the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite.

## STRUCTURES

### Grave Markers, Headstones, Footstones (Permanent)

~~Grave Markers in New Cemetery Section: (Revised 5/8/07)~~

~~All grave markers must be flush with the ground. Flower holders are permitted as long as they can be lowered back below ground level to allow for maintenance of the property.~~

~~That o~~Only one tombstone, or one statue, or one monument, or one headstone, and one footstone shall be placed or erected on each lot ~~conveyed by this deed~~, and all tombstones, monuments and headstones shall be placed on a base which shall be flush with the level of the ground and shall extend at least six (6) inches from all sides of such tombstones, monuments and headstones. ~~and~~  
aAll footstones shall be flush with the level of the ground. (From deed language)

For a single grave site, the marker including the base can be no larger than three (3) feet by two (2) feet. For a double grave site, the marker including the base can be no larger than six (6) feet

by two (2) feet. There must be at least a six (6) inch base surrounding the marker for both a single or double site.

Headstones shall not exceed four (4) feet in height.

The installer of the site marker shall be responsible for maintenance of the marker for a period of one (1) year after installation. This maintenance is to include, but not limited to, any issues dealing with the levelness and/or overall condition of the marker.

#### Grave, Boundary, Corner Markers (Permanent)

~~That a~~All markers designating and marking the boundary lines and corners of all sections and lots in the aforesaid cemetery shall be flush with the level of the ground. (From deed language)

#### Grave Markers (Temporary)

##### New Policy Regarding Temporary Grave Markers

~~Included in this new policy, t~~Temporary grave markers that are placed by funeral homes must be removed after one year.

~~That temporary grave markers shall be removed not later than one year after burial. (From deed language)~~

#### Mausoleums

Mausoleums are allowed; however, they shall not exceed four (4) feet in height and shall be fully contained within the lots of the owner.

#### Statues, Monuments

Statues and monuments are allowed; however, they shall not exceed ten (10) feet in height and shall be fully contained within the lots of the owner. Prior to installation of statues or other monuments, the proposed design must be submitted to the Town Manager for review and approval; the Town Manager may submit the proposed design to the Town Council for their review and approval for any reason. The Town Manager and/or the Town Council can deny approval of any statue or monument for any reason. Statues and monuments shall not be installed until written approval has been granted by either the Town Manager or the Town Council.

Please contact the Windsor Town office at (757) 242-4288 with questions about this policy.

## **WINDSOR TOWN CEMETERY POLICY**

### **DRAFT**

#### **BURIAL**

##### Cremated Remains

Not more than two sets of cremated remains may be buried per gravesite within the Town cemetery. A grave liner is required.

#### **GENERAL**

The Town cemetery consists of three sections:

The historic section – The section north of E. Griffin Street, and east of the new section, which includes interments beginning in the 19<sup>th</sup> century.

The old section – The section south of E. Griffin Street, and south of the historic section, which includes interments beginning in the 20<sup>th</sup> century.

The new section – The section north of E. Griffin Street, and east of the historic section, which includes interments beginning in the 21<sup>st</sup> century.

All lots shall be used exclusively as a place for the burial or interment of the human dead. (From deed language)

No shrubs, plants, trees or flowers of any kind or character shall be placed, planted or set out on any lot conveyed by this deed, except in, on, or attached to, movable containers or devices, provided that nothing in this section shall be construed to prohibit (a) the placing of flowers and/or plants on any such lot in containers or devices that are made and form an integral part of and permanently attached and affixed to a tombstone, monument or headstone or (b) the placing of flowers temporarily on any such lot in connection with a burial or interment service. (From deed language)

#### **LOTS**

##### Purchase by Town Residents

Town residents may purchase available lots within the old and new sections of the Town cemetery, subject to the requirements and limitations of this policy.

Old section - The purchase price of a cemetery lot for a town resident is \$1,000. (Revised 3/13/07)

New section - The purchase price of a cemetery lot for a town resident is \$600. (Revised 02/14/2006)

### Purchase by Non-residents

Non-residents may purchase available lots within the new section of the Town cemetery, subject to the requirements and limitations of this policy.

New section - The purchase price of a cemetery lot for a non-resident is \$1,200. (Revised 02/14/2006)

### Purchase by the Town

The Town of Windsor will purchase back cemetery lots for a price of \$200 each, or the cost of the lot if it can be determined, whichever is greater, and the Town will pay legal costs associated with the purchase. This price will be noted on the cemetery deed effective immediately and any lots sold from February 14, 2006, forward will be purchased back by the town at the price stated on the deed. (Revised 02/14/2006)

Cemetery lot owners may give away their lots or deed them back to the Town. They may not deed them to anyone else. (Revised 02/14/2006)

### Order of Sales

Cemetery lots in the historic section are not available for purchase.

Cemetery lots in the old section are limited and are sold, as available, to Town residents only.

Cemetery lots in the new section will be sold one section at a time starting with the lots next to the historic section of the cemetery. (Revised 12/11/07)

## **MAINTENANCE**

### Grounds, arrangements and ornamental displays

Maintenance of the grass and weeds in and around the Town Cemetery is the responsibility of the Town of Windsor. Maintenance of flower arrangements on individual gravesites is the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite. In the event live flower arrangements are left at a gravesite for an extended period, allowing them to deteriorate and die, Town maintenance personnel have the authority to dispose of such flower arrangements as they deem appropriate. Although care will be exercised to avoid damaging these items while maintaining the grass and weeds, the Town of Windsor will not be responsible for flowerpots, artificial arrangements, flower or wreath stands, or other ornamental displays left on a grave site.

### Grave Markers

Maintenance and repair of headstones, footstones, and other markers on individual gravesites are the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite.

Mausoleums, Statues, and other Monuments

Maintenance and repair of mausoleums, statues, and other monuments on individual gravesites are the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite.

**STRUCTURES**

Grave Markers, Headstones, Footstones (Permanent)

Only one tombstone, or one statue, or one monument, or one headstone, and one footstone shall be placed or erected on each lot, and all tombstones, monuments and headstones shall be placed on a base which shall be flush with the level of the ground and shall extend at least six (6) inches from all sides of such tombstones, monuments and headstones. All footstones shall be flush with the level of the ground. (From deed language)

For a single grave site, the marker including the base can be no larger than three (3) feet by two (2) feet. For a double grave site, the marker including the base can be no larger than six (6) feet by two (2) feet. There must be at least a six (6) inch base surrounding the marker for both a single or double site. Headstones shall not exceed four (4) feet in height.

The installer of the site marker shall be responsible for maintenance of the marker for a period of one (1) year after installation. This maintenance is to include, but not limited to, any issues dealing with the levelness and/or overall condition of the marker.

Grave, Boundary, Corner Markers (Permanent)

All markers designating and marking the boundary lines and corners of all sections and lots in the aforesaid cemetery shall be flush with the level of the ground. (From deed language)

Grave Markers (Temporary)

Temporary grave markers that are placed by funeral homes must be removed after one year.

Mausoleums

Mausoleums are allowed; however, they shall not exceed four (4) feet in height and shall be fully contained within the lots of the owner.

Statues, Monuments

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August 20, 2025

approval of any statue or monument for any reason. Statues and monuments shall not be installed until written approval has been granted by either the Town Manager or the Town Council.

Please contact the Windsor Town office at (757) 242-4288 with questions about this policy.

# **TOWN OF WINDSOR**

## **CREMATION BURIAL POLICY**

### **Cremation**

Not more than two cremations may be buried per gravesite within the Town cemetery. A grave liner is necessary.

*Adopted by Windsor Town Council*

## POLICY FOR MAINTENANCE OF TOWN CEMETERY

Maintenance of the grass and weeds in and around the Town Cemetery is the responsibility of the Town of Windsor. Maintenance of flower arrangements and headstones on individual gravesites is the responsibility of the plot owner, next of kin, or other person who otherwise decorates and visits the gravesite. In the event live flower arrangements are left at a gravesite for an extended period, allowing them to deteriorate and die, Town maintenance personnel have the authority to dispose of such flower arrangements as they deem appropriate. Although care will be exercised to avoid damaging these items while maintaining the grass and weeds, the Town of Windsor will not be responsible for flower pots, artificial arrangements, flower or wreath stands, or other ornamental displays left on a grave site.

## CEMETERY POLICIES

### SALE OF LOTS BACK TO THE TOWN OF WINDSOR NEW RATES TEMPORARY GRAVE MARKERS NEW AREA – NO STONES ABOVE GROUND LEVEL

The policy which has been stated on the cemetery deed for many years is for the Town to buy lots back for the price at which they were purchased. Due to the fact that the price per lot has changed many times and there are no records available as to purchase price at a particular time, Council set the following policy on February 14, 2006.

#### Purchase of Cemetery Lots by the Town When Original Cost is Unknown:

The new policy states that the Town of Windsor will purchase back cemetery lots for a price of \$200 each, or the cost of the lot if it can be determined, whichever is greater, and the Town will pay legal costs associated with the purchase. As has been the policy in the past, cemetery lot owners may give away their lots or deed them back to the Town. They may not deed them to anyone else.

#### Moratorium Lifted on Sale of Lots to Non-residents:

The moratorium was lifted on February 14, 2006.

#### New Rates for Cemetery Lots:

Beginning February 14, 2006, the purchase price of a cemetery lot for a town resident is \$600. The price for a non-resident is \$1,200. This price will be noted on the cemetery deed effective immediately and any lots sold from February 14, 2006 forward will be purchased back by the town at the price stated on the deed. Lot owners wishing to sell will be responsible for any legal fees.

#### New Policy Regarding Rates for Existing Section of Cemetery: (Revised 3/13/07)

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#### New Policy Regarding Temporary Grave Markers

Included in this new policy, temporary grave markers that are placed by funeral homes must be removed after one year.

#### Grave Markers in New Cemetery Section: (Revised 5/8/07)

- All grave markers must be flush with the ground. Flower holders are permitted as long as they can be lowered back below ground level to allow for maintenance of the property.
- For a single grave site, the marker including the base can be no larger than 3 feet by 2 feet. For a double grave site, the marker including the base can be no larger than 6 feet by 2 feet. There must be at least a 6 inch base surrounding the marker for both a single or double site.

- The installer of the site marker shall be responsible for maintenance of the marker for a period of one (1) year after installation. This maintenance is to include, but not limited to, any issues dealing with the levelness and/or overall condition of the marker.

New Policy Regarding Order in Which Lots are Sold: (Revised 12/11/07)

Cemetery lots in the new section will be sold one section at a time starting with the lots next to the old cemetery.

THIS DEED, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between the Town of Windsor, a Virginia municipal corporation located in  
the County of Isle of Wight, State of Virginia, party of the first part, hereinafter  
called "Grantor"; and \_\_\_\_\_  
\_\_\_\_\_,  
of the \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_, part \_\_\_\_ of the  
second part, hereinafter called "Grantee" which, as hereinafter used, shall  
include the plural as well as the singular number:

WITNESSETH: That for and in consideration of the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, cash in hand paid by the said grantee to the said  
grantor, and other good and valuable considerations, receipt of all of which is  
hereby acknowledged, the said grantor does, hereby, grant, bargain, sell and  
convey unto the said grantee, with GENERAL WARRANTY, \_\_\_\_\_ certain burial  
lot\_\_\_\_, with the right of burial or interment therein, lying, situate and being in  
"Addition No. 1" of the Town of Windsor, Virginia Cemetery, in the Town of  
Windsor, County of Isle of Wight, State of Virginia, designated and shown as

\_\_\_\_\_

on a plat of survey of said cemetery, entitled "Plat of survey of Town of Windsor,  
Va. Cemetery, Addition No. 1, Town of Windsor, Isle of Wight Co., Va.", revised  
by Charles H. Marks, Jr., Certified Land Surveyor, on June 26, 1972 and of  
record in the Clerk's Office of the Circuit Court of the County aforesaid in Plat  
book 5, page 229, with all necessary and proper rights in ingress, egress and  
access to and from the aforesaid cemetery and the lot or lots hereby conveyed in  
connection with the use of such lot or lots, the lot or lots hereby conveyed being  
a part of the same property conveyed to the Town of Windsor, Virginia by J. C.  
Griffin et ux by deed dated September 27, 1946 and of record in the Clerk's  
Office aforesaid in Deed Book 126, page 211.

This deed and conveyance is made subject to the following conditions and  
restrictions which shall be covenants running with the land and shall bind and  
inure to the benefit of all owners of lots in the above mentioned cemetery and  
shown and described on the above mentioned plat of said cemetery, including

the grantee herein, for the faithful observance of which the said grantee, by accepting this deed, firmly bind\_\_ and obligate\_\_ \_\_\_\_\_, to wit:

1. That all lots conveyed by this deed shall be used exclusively as a place for the burial or interment of the human dead.

2. That all markers designating and marking the boundary lines and corners of all sections and lots in the aforesaid cemetery shall be flush with the level of the ground.

3. That no shrubs, plants, trees or flowers of any kind or character shall be placed, planted or set out on any lot conveyed by this deed, except in, on or attached to movable containers or devices, without first obtaining the written permission of the Town Council of the Town of Windsor, Virginia, provided that nothing in this section shall be construed to prohibit (a) the placing of flowers and/or plants on any such lot in containers or devices that are made and form an integral part of and permanently attached and affixed to a tombstone, monument or headstone or (b) the placing of flowers temporarily on any such lot in connection with a burial or interment service.

4. That all lots conveyed by this deed shall in all respects and at all times be subject to all rules, regulations and ordinances of the Town Council aforesaid now existing or which may be hereafter adopted by said Town Council for the regulation, conduct and government of the aforesaid cemetery and the lots therein contained and hereby conveyed.

5. That only one tombstone, or one monument, or one headstone, and one footstone shall be placed or erected on each lot conveyed by this deed, and all tombstones, monuments and headstones shall be placed on a base which shall be flush with the level of the ground and shall extend at least six (6) inches from all sides of such tombstones, monuments and headstones, and all footstones shall be flush with the level of the ground.

6. That temporary grave markers shall be removed not later than one year after burial.

7. That the said grantee shall not sell, grant, convey, give away, assign or transfer any lot, right, privilege or easement conveyed by this deed, except to the

Town of Windsor, Virginia and the lot owner wishing to sell will be responsible for any legal fees. Beginning February 14, 2006, if the purchase price is unknown, the Town will re-purchase any lot for \$200 each, or the cost of the lot, (if it can be determined), whichever is greater, and the Town will pay the legal costs associated with the purchase.

7. That the said grantor shall not be liable for personal injuries and/or property damages sustained by the said grantee, or \_\_\_\_\_ agents, invitees, licensees and employees, while on the aforesaid cemetery property.

IN WITNESS WHEREOF, the Town of Windsor, Virginia has caused this deed to be made, executed, sealed, attested and acknowledged in its corporate name and for and on its behalf by its Mayor---Vice-Mayor and its corporate seal to be hereunto affixed and attested by the Clerk of said Town:

TOWN OF WINDSOR, VIRGINIA

(SEAL)

By: \_\_\_\_\_  
Mayor---Vice-Mayor of the Town of  
Town of Windsor, Virginia

ATTEST:

\_\_\_\_\_  
Clerk of the Town of Windsor, Virginia

STATE OF VIRGINIA  
County of Isle of Wight, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County of Isle of Wight, State of Virginia, do, hereby, certify that \_\_\_\_\_, Mayor---Vice-Mayor of the Town of Windsor, Virginia, whose name as such Mayor---Vice-Mayor is signed to the foregoing and annexed deed and writing, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, has acknowledged the same as such Mayor---Vice-Mayor in the name and for and on behalf and as the act and deed of said Town before me in my said County and that the seal affixed thereto is the true corporate seal of said town and that it has been affixed thereto and attested by due authority.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
My commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Document prepared by \_\_\_\_\_.