

Terms and Conditions

for burial in the cemeteries of

The Tri Parishes of the Roman Catholic Communities of

**Immaculate Conception, Heatherton; St. Andrew, St. Andrews and Ste. Croix,
Pomquet; and St. Francis de Sales, Giants Lake**

Implementation Date July 01, 2018

The Cemeteries:

The Tri Parish Catholic Churches include the following ten cemeteries: Lower South River Pioneer Cemetery, St. Andrew Church Cemetery, MacIntosh Lane Pioneer Cemetery, South River Cemetery, Marydale Cemetery, Giants Lake Cemetery, Pomquet Pioneer Cemetery, Ste. Croix Cemetery, South River Station Pioneer Cemetery, and St. Marys Cemetery, Heatherton.

Preamble:

The Bishop of the *Diocese of Antigonish* holds the above-named cemeteries in trust for the Tri-Parishes. The legal name of ownership is The Catholic Episcopal Corporation of Antigonish. Each cemetery bears the name of its foundational *parish* prior to July 01, 2017. As a *parish cemetery*, no part has ever or can ever be sold to another party.

At the founding of a parish, *parishioners* pooled their human and financial resources to provide *pastoral* services in response to pastoral needs.

A place to bury the dead was identified as a pastoral need for each parish. It is through the parish structure and life that land was acquired, developed and maintained. In earlier days a parish and a parishioner were clearly defined. A parish was a group of people within a diocesan church and usually inside clearly defined boundaries, which, through active and conscious participation, gathered each Sunday for Mass. A parishioner was familiar with the parish, other parishioners and their *priest(s)*. A parishioner was also a regular contributor to the financial and human resource needs of their parish.

By 2017 that reality has changed. The enormous human and financial resources needed to sustain the pastoral services challenged our parishes and parishioners. The system that had once worked so well no longer worked well. Our parish cemeteries no longer enjoyed the level of human and financial support they once had. Yet the requests for this service continued to increase. In addition to this, certain practices had taken root that created burdens and challenged the effective maintenance and safety of the provision of care for graves.

The reality of the day made it necessary for our parishes to put in place Terms and Conditions for all requests for the burial of the *remains* or *cremated remains* of parishioners and others.

Whether pre-arranged by the deceased or arranged by a family representative, the following Terms and Conditions have come into effect. They are for the mutual protection of volunteers, staff, visitors and our beloved dead, whose remains rest in our cemeteries. They are also meant to serve the best interest of our cemeteries, in the hope of being able to provide the service for as long as we have the necessary resources.

The Goal of the Cemetery Ministry:

To honour the resting place of our deceased loved ones, while providing an attractive place that is well maintained based on the generosity of people's donations.

The Following Policy is now in effect for The Tri Parishes Catholic Cemeteries:

Plots:

1. The fees for cemetery plots are to help with the cost of cemetery upkeep. The fees for cemetery plots are;
 - One lot \$250.00.
 - Two lots \$400.00
 - Three lots \$550.00
2. The Corporal Works of Mercy of the Catholic Church call us to "*bury the dead*," so we will never refuse anyone and always provide burial to anyone in need.
3. Plots are defined as follows: A standard single plot for remains is 12 X 5 feet in new cemeteries. Existing cemeteries shall continue using existing plot size. Cremated remains may be buried over an existing grave or in a new plot. No more than four (4) Cremated remains may be interred in one existing full burial plot. For each cremated remains, buried over an existing grave, the Cemetery upkeep fee applies
4. If cremated remains have been buried in a full size plot first, a full burial remains can not be buried in this plot.

Assigning of Plots:

1. No new burial plots will be assigned in the following cemeteries; The pioneer cemetery at Lower South River, the pioneer cemetery at Macintosh Lane, St. Andrews, the pioneer cemetery at Pomquet, the pioneer cemetery at South River Station or the Marydale cemetery.
2. Once the Terms and Conditions agreement is signed, parish representatives assign plots, reserve plots and maintain the database for the operating cemeteries of the Tri Parishes.
3. Reserved plots prior to July 01, 2018 cannot be 100% guaranteed, due to the informal nature of the reservations. However, all efforts will be made to honour these reservations, where possible. Reservations after July 01, 2018, will be honoured.
4. The parish maintains a plot plan of the cemeteries, which is kept at the Tri-parish office. In the past these records have been maintained by volunteers and have taken many forms depending on the particular cemetery. Some cemeteries have sections with records missing. The Tri-parish is not responsible for the accuracy or inaccuracy of the records prior to July 1, 2018.

Request for Burial:

1. Individual parishioners or others who request the service of burial in any of the cemeteries under the governance of the Tri parishes of Immaculate Conception, St. Andrew or Ste. Croix and St Francis de Sales are entering into an agreement with the parish itself. This being said, it is understood that our local funeral homes accept to facilitate some of this work on the family's behalf. In case of emergency, funeral directors have access to parish representatives at all times. If the family is not using the services of a funeral home, then arrangements may be made directly at the parish office. This will take place during office hours or by special arrangements by the family.
2. The party requesting burial for a loved one must indicate agreement with the **Terms And Conditions** by signing the agreement This signed agreement is required prior to beginning of preparations of the grave site. These documents are available from the funeral director, the Tri parish office, or can be found on the parish website at www.triparishgrouping.ca
3. Burial in a parish cemetery is considered a pastoral service. The pastoral service is the burial of the remains (full body or cremated remains) of a person in a parish cemetery and future upkeep of the cemeteries. **There is no transfer of ownership of property.**
4. A parish representative will authorize personnel to prepare for a burial.
5. Cemetery grounds are consecrated and are **for human remains only.**
6. A death certificate and/or a burial permit from a funeral home must be submitted with the request for burial.

Transfer of prepaid cemetery upkeep fee:

If an individual has prepaid Cemetery Upkeep Fees and subsequently decides against cemetery burial, the pre-payment may be transferred to another individual. However, this must be done in writing and submitted to the Tri-parish Office to be kept on file.

Preparing and Closing the Grave:

1. Families or funeral homes must sub-contract the opening and closing of graves to a parish approved agent, know as a *gravedigger*. The parish reserves the right to choose the gravedigger(s) Annually, and this operator(s) is the only person(s) permitted to open or close graves. Your funeral director coordinates this service on behalf of the family and in unity with the parish, once a signed agreement is in place. The parish requires that this service be done and the grave site restored to its state prior to the burial within a reasonable period of time.
2. In cases where the burial of cremains takes place without the involvement of a funeral director, the gravesite will be prepared by a parish representative, and according to guidelines set out by the cemetery ministry. This service will carry an additional fee of **\$150.00** and provides for the opening and closing of the grave site to its prior state.

3. The parish cemeteries are private properties. It is therefore prohibited that any unauthorized person or persons dig, place any article on a grave, or take any article away from a grave or alter a grave in any way, shape, or form.

Flowers, Ornaments etc.:

1. Only items that can be securely attached to the headstone are acceptable at any time. When flowers are placed on a plot for special occasions such as Easter, Mother's Day, Father's Day, Remembrance Day and so forth, they must be removed within one week.

2. Parish representatives reserve the right to remove any articles judged to be inappropriate, obstructive, or dangerous. These items may be disposed of with no recourse.

Grave Markers:

Grave markers, headstones, their cost and /or maintenance are the responsibility of the family under the following conditions:

1. The placement of a grave marker or monument is directed and supervised by parish representatives. Unauthorized placement or maintenance of a grave marker or monument is prohibited.

2. Monument installers are required to secure authorization from the Tri-parish Council. Time and date of installation must be prearranged. Monument installers failing to abide by cemetery regulations will be refused permission to install monuments.

3. For single plots, headstones must be a minimum of 6 inches from each sideline of the plot. Therefore, they shall be a maximum of 48 inches wide, (including base width), by 36 inches in height, (including base height). These dimensions also apply to crosses.

4. In cases where two or more family members are buried in two or more adjoining plots, and one headstone contains the names of two or more people, then the size of the stone can be increased to 60 inches wide by 36 inches in height, from the ground, including base height.

5. A parish representative will ensure that all headstones are properly aligned and adjacent to the remains.

7. Grave markers and/or headstones may be placed only when the appropriate Cemetery plot Fee has been paid.

Landscaping of Plots:

1. All plots are to follow the same ground level as the neighbouring plot.

2. The planting of trees, flowers, or the placing of ornaments or monuments of any type, the erection of fences or benches, placement of gravel or wood chips, digging of holes or any other activity that would affect general maintenance is prohibited. It is acceptable to fertilize the soil in order to promote the growth of grass.

Regular Maintenance - Upkeep of Plots:

1. The parish does regular maintenance within the cemeteries. Volunteers and paid staff do this work. Some families take an active interest in the maintenance of the graves of loved ones. All are required to abide by the Terms and Conditions outlined in this document. The parish commits, through volunteers, staff and family support, to maintain the plots and common areas according to reasonable criteria, availability of resources and weather conditions.
2. Given the availability of resources and weather conditions, the grave site will be properly mowed and trimmed (around the monument). In the case of subsidence, earth will be provided and the grave site will be filled, levelled and restored to a flat, well-groomed, lawn-like surface. Note that rain may challenge the ability to maintain the graves at the highest of standards at all times. A family member will be contacted should any damage occur to the grave marker or monument.
3. Plots that are found in conditions that do not adhere to the Terms and Conditions outlined and have obstructions to equipment, may not receive the care available until the situation is rectified. Parish representatives reserve the right to remove any article or articles judged to be inappropriate, obstructive, or dangerous. These articles may be disposed of with no recourse.
4. Vandalism: If visitors to our cemeteries observe vandalism they are requested to notify the parish office immediately.

General Cemetery Care and Landscaping:

1. The overall look and landscaping of the Cemetery is the responsibility of the Tri Parish cemetery committees.
2. Each parish shall establish a cemetery account. Income received through donations to cemetery collections, cemetery plot Fees and from other sources, shall be deposited into the respective Parish cemetery accounts. Funds from these Parish cemetery accounts shall be used to contribute to the overall maintenance and development of the respective cemeteries.
3. A team of committed volunteers gather twice a year to organize the needs of our eleven cemeteries. Lawns, top soil, hiring, equipment and parish records are all discussed. Once a year a cemetery cleanup is held.

Cemetery Workers:

1. Cemetery workers are working under regulations drawn up by the Tri Parish. Please do not interfere with workers as they are only doing their job. Any complaints or dissatisfaction should be put in writing and addressed to the Tri Parish. Any unsigned letters will be ignored as direct follow up is not possible.

Winter/Spring Burials:

1. During the winter and spring seasons, burials in the Tri Parish cemeteries will take place at the discretion of the parish representatives (caretakers), depending on environmental conditions and in consultation with the funeral director(s). If it is not possible for a burial to take place, then the remains will be taken to a cemetery vault such as the St. Ninian's Cemetery vault, if space is available. Committal prayers may be said in the gathering space of the cemetery vault or, at a later date.

The remains will rest in the vault section until the grounds are safe to bury within the cemetery, without causing damage.

2. The arrangements for the use of the cemetery vault is the responsibility of the funeral director. Where there may be costs associated with the use of the space, snow removal and preparations for safe entry to and exit from the cemetery vault, these fees must be covered by the funeral director.

Prayer:

1. The best way to honour our loved ones is by praying for them, thus offering the Holy Sacrifice of the Mass. Mass cards are available at the parish office, 42 Summerside Road, P.O. Box 24, Heatherton, Nova Scotia B0H 1R0.

2. The Spiritual Works of Mercy of the Catholic Church call us to pray for the dead, so each summer there will be rotating cemetery Masses to pray for all deceased in one of the Tri Parish cemeteries.

The Right to Amend The Terms and Conditions:

1. Good stewardship of cemetery land and the work of burying the dead and maintaining the graves requires updating the Terms and Conditions from time to time. Therefore, the Tri Parishes reserve the right to make amendments as determined by the Tri Parish Pastoral Council.

2. The Tri Parish Pastoral Council shall require each of the Parish Cemetery Committees to review these Terms and Conditions annually in the month of November each year. The Parish Cemetery Committees shall submit any amendments or additions to the Tri Parish Pastoral Council for Approval at the January meeting of the Pastoral Council.

Cemetery Representatives:

The cemetery representatives for the three parishes are:

Immaculate Conception, Heatherton: Bill MacDonald 902 386 2144

Ste, Croix, Pomquet: Anthony Van Berkel 902 863 1022

St, Andrew, St. Andrews: John B. MacIsaac 902 863 3513

St. Francis de Sales, Giants Lake: Neil MacIsaac 902 783 2830

The Roman Catholic Communities of
Immaculate Conception, Heatherton
St. Andrew, St. Andrews
Ste. Croix, Pomquet

Parish office, 42 Summerside Road, Heatherton, B0H 1R0
Tel 302 386 2810, Fax 902 386 2183, email 3catholic@gmail.com

Request for Burial

Name of Deceased _____

Date of Death _____ Date of Burial _____

Full Burial ☐ Burial of Creains ☐ Cemetery ☐

a) New plot: ☐ Single ☐ Double ☐

or

b) Burial with Deceased Family Member: ☐

Name of Family Member(s) _____

Dates of Death: _____

Payment of burial fee received: Amount \$ _____

Is the Burial Fee being paid by another party? Yes ☐ No ☐

c) If no funeral director is arranging the burial an additional fee of \$150.00 is required.

I have read, understand, and hereby agree to comply with these Terms and Conditions for Burial in the Cemeteries of the Tri parish of Heatherton, St. Andrews and Ste. Croix, as stipulated.

Contact Name (please print)

Address

Address

Contact signature

Postal Code Phone

E-Mail Address (if applicable)

Witness

Date

A Receipt will be sent to the Family from the Tri Parish for payments made for plot or burial fees in the cemeteries of the parishes of Heatherton, St Andrew or Ste. Croix.

The Roman Catholic Communities of
Immaculate Conception, Heatherton
St. Andrew, St. Andrews
Ste. Croix, Pomquet

Parish office, 42 Summerside Road, Heatherton, B0H 1R0
Tel 302 386 2810, Fax 902 386 2183, email: 3catholic@gmail.com

Pre-Arranged Request for Burial Plot

Name: _____

Address: _____

Postal Code: _____ Phone: _____

Full Burial ☐ Burial of Cremains Cemetery _____

a) New plot: ☐ Single ☐ Double ☐
or

b) Burial with Deceased Family Member: ☐
Name of Family Member(s) _____
Dates of Death: _____

c) Payment of burial fee received Yes: ☐ No ☐ Amount \$ _____

I have read, understand, and hereby agree to comply with these Terms and Conditions for Burial in the Cemeteries of the Tri parish of Heatherton, St. Andrews and Ste. Croix. as stipulated.

Contact Name (please print)

Address

Address

Contact signature

Postal Code Phone

E-Mail Address (if applicable)

Witness

Date

A Receipt will be sent to the Family from the Tri Parish for payments made for plot or burial fees in the cemeteries of Heatherton, St Andrew and Ste. Croix.

Terms and Conditions: For Burial in the Cemeteries of Heatherton, St. Andrews or Ste. Croix

Definition of Terms

The Diocese of Antigonish Catholic Cemeteries: The cemeteries identified in these Terms and Conditions are those the Catholic Bishop of Antigonish has identified as Diocesan cemeteries.

Diocese: The Diocese is a local church. It is divided into parishes. The Bishop is the Pastor of the Diocese. The parishes for which these Terms and Conditions are applicable belong to the Diocese of Antigonish, which holds the corporate name of The Catholic Episcopal Corporation of Antigonish. The Catholic Episcopal Corporation of Antigonish is the legal landowner of all cemeteries.

Priest(s): The person responsible for the overall administration of the parish.

Parish: A parish is an organized community of believers who form a family within a Diocese of the Roman Catholic Church. Through common worship, a parish seeks to live the values of the Gospel in the tradition of the Church. Part of the living of the Gospel is the sharing of resources to help one another. The commitment to Sunday Eucharist, stewardship and faith development is vital to the life of the parish.

Parish Cemeteries: A parcel of land acquired, developed and maintained by a parish for use to bury the remains or cremated remains of those requesting this pastoral service. The parcel of land is owned by the parish and held in trust by the bishop of the Diocese. In the case of the Tri Parishes, the land is held in trust under the legal name of the Catholic Episcopal Corporation of Antigonish.

Parish Cemetery Committees: A group of dedicated volunteers who, on behalf of the Pastoral Council of the Tri Parishes of Immaculate Conception, Heatherton, Ste. Croix, Pomquet, St. Andrew, St. Andrews, and St. Francis de Sales, Giants Lake, see to the care, maintenance and development of the cemeteries. The Committees also develops and recommends policies and/or Terms and Conditions to the Tri Parishes

Remains: For the purpose of this document, remains are defined as the deceased body of a human being.

Cremated Remains (Cremains): This is what is left when a deceased body has been reduced to ashes. They may be held in a container, urn or bag. Burial depth of cremains shall be a minimum of 18 inches.

Special Cases: Special cases may include families with special needs, low income families, or circumstances around natural disasters.

Funeral Home(s)/Funeral Director(s): The party engaged by the family to direct the funeral. The funeral director directs the family to the parish for the cemetery needs and/or the liturgical celebration. The funeral director may provide the family with a copy of the Terms and Conditions document.

Committal Prayers: These are graveside prayers in the Order of Christian Funerals offered most appropriately at the graveside or the Cemetery Vault.

Gravedigger(s): The person authorised by the parish to open and close the grave according to the Terms and Conditions. As part of the contract, this person may be the one contracted to restore the grave site to the condition it was found in as soon as the ground settles.

Cemetery Upkeep Fees: Means the providing of funds, to be held in trust by the Tri Parish finance committee, the income of which is to be expended in providing the necessary care of the individual plots and graves and the maintenance of our cemeteries.