

# ***PARISH OF SAINT LEONARD***

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## **Terms & Conditions:**

### **For Burial in the Cemeteries of the Parish of Saint Leonard**

*Mount Carmel, New Waterford; Saint Alphonsus, Victoria Mines;  
Saint Agnes, New Waterford; Saint Joseph, Lingan; Saint Joseph, New Victoria  
and Saint Michael, River Ryan*

#### **PREAMBLE**

The Bishop of the *Diocese* of Antigonish holds the above named cemeteries in trust for the Parish of Saint Leonard. The legal name of ownership is the Catholic Episcopal Corporation of Antigonish. Each cemetery bears the name of its foundational *parish* prior to May 27, 2007. 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. These pastoral services were made possible by the coming together of people, as no one person alone could provide for these 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 2006, the reality had 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 the graves.

The reality of the day made it necessary for our parish to put in place **Terms & 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 & 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.

See **Definition of Terms** for *italicised* words.

### **1. A REQUEST FOR BURIAL:**

Individual parishioners or others who request the service of burial in any of the six cemeteries under the governance of the Parish of Saint Leonard 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 a family is not using the services of a funeral home, then arrangements may be made directly at the Pastoral Centre. This will take place during office hours or by special arrangement by the family.

The party requesting burial for a loved one must indicate agreement with the **Terms & Conditions** by signing the agreement. This signed agreement is required prior to the beginning of preparations for the grave site. These documents are available from the funeral director, the Pastoral Centre of the Parish of Saint Leonard, or can be found on the parish website at [www.parishofstleonard.com](http://www.parishofstleonard.com).

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.

A parish representative will authorize personnel to prepare for a burial.

Cemetery grounds are consecrated and are **for human remains only**.

### **2. CEMETERY UPKEEP FEE:**

A Cemetery Upkeep Fee of **\$500.00** (per burial) is requested to support burial and upkeep services in our parish cemeteries. This fee applies in every case, regardless of the type of burial (cremation or full burial) or whether burial is taking place in a new plot, a reserved plot, or a cremation over an existing grave.

The fee may be paid by cash, cheque or money order (payable to the Parish of Saint Leonard). The Parish of Saint Leonard reserves the right to change the Cemetery Upkeep Fee, as deemed necessary.

Pre-arrangements may be made through the Pastoral Centre during regular office hours. This information will be placed on file. A copy will be provided for personal files and for the files of the funeral home/director.

### **3. PLOTS:**

Plots are defined as follows: A single plot for remains is 12 x 5 feet. A plot for cremated remains is 30" x 30". Cremated remains may be buried over an existing grave or be a new plot. For burial over an existing grave, the Cemetery Upkeep Fee applies.

#### **4. ASSIGNING OF PLOTS:**

Once the Terms & Conditions agreement is signed, parish representatives assign plots, reserve plots and maintain the database for all cemeteries.

Reserved plots prior to September 1, 2007, 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 September 1, 2007, will be honoured.

The parish maintains a plot plan of the cemeteries, which is kept at the Pastoral Centre. 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 Parish of Saint Leonard is not responsible for the accuracy or inaccuracy of the records prior to September 1, 2007.

#### **5. 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 Pastoral Centre office to be kept on file.

#### **6. PREPARING AND CLOSING THE GRAVE:**

As of September 1, 2007, funeral homes continue to sub-contract the opening and closing of graves to a parish approved agent, known 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 and 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.

In cases where 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 Society. This service will carry an additional fee of **\$150.00**, and provides for the opening, closing and restoration of the grave site to its prior state.

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

## **7. FLOWERS, ORNAMENTS AND OTHER MEMORABILIA:**

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.

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.

## **8. GRAVE MARKERS - HEADSTONES:**

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

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.

Monument installers are required to secure authorization from the Parish of Saint Leonard. Time and date of installation must be prearranged. Monument installers failing to abide by cemetery regulations will be refused permission to install monuments.

Placement of monuments must take place after May 15, and before the Thanksgiving Day weekend. Monument companies will be notified when installations are suspended for the winter season.

For single plots, only headstones that are a maximum of 30 inches (2 feet 6 inches) wide by 24 inches (2 feet) in depth and no higher than 20 inches (1 foot 8 inches) from the ground, including base height, are acceptable. These dimensions also apply to crosses.

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 48 inches (four feet) wide by 24 inches (2 feet) in depth and no higher than 20 inches (1 foot 8 inches) from the ground, including base height.

On existing graves, only **one** headstone may be placed. Any additional headstones (for cremated remains) must be **flat**, so as not to obstruct mowing.

In all new developments, only flat headstones are acceptable.

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

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

## **9. LANDSCAPING OF PLOTS:**

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

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 woodchips, 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.

## **10. REGULAR MAINTENANCE – UPKEEP OF PLOTS:**

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 & 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.

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.

Plots that are found in conditions that do not adhere to the **Terms & 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.

## **11. GENERAL CEMETERY CARE & LANDSCAPING:**

The overall look and landscaping of the cemetery is the responsibility of the *Parish of Saint Leonard*.

Income received through donations to the cemetery collections, Cemetery Upkeep Fees and other sources contribute to the overall maintenance and development of the cemeteries.

## **12. CEMETERY WORKERS:**

Cemetery workers are working under regulations drawn up by the Parish of Saint Leonard. 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 Parish of Saint Leonard. Any unsigned letters will be ignored as direct follow up is not possible.

### **13. WINTER/SPRING BURIALS:**

From December 1 to May 1 of each year there are no burials in any of the six cemeteries. Remains are taken to the *Cemetery Vault* located at Mount Carmel Cemetery. *Committal prayers* may be said in the gathering space of the cemetery vault or at a later date. The remains rest in the vault section until the grounds are safe to bury within, without causing damage. Please note that weather and/or ground conditions may warrant exceptions, and any such exceptions will be determined by a parish representative at that time.

The preparation of the cemetery vault is the responsibility of the parish. Where there may be costs associated with snow removal and preparations for safe entry to and exit from the cemetery vault, these costs will be covered by the Cemetery Upkeep Fee.

### **14. SPECIAL CASES:**

Situations may arise in which the literal enforcement of a term or condition or cost may be waived. The Parish of Saint Leonard reserves the right to determine exceptions, suspensions, or modifications of any of the **Terms & Conditions** without notice when, in their judgment, such actions are deemed appropriate. Such *special cases* calling for particular exceptions, suspensions or modifications shall in no way be construed as affecting the general application of the **Terms & Conditions: For Burial in the Cemeteries of the Parish of Saint Leonard.**

## DEFINITION OF TERMS:

**Cemetery Vault:** A chapel like building located on the top of George Street in New Waterford within the boundaries of Mount Carmel Cemetery. The vault contains a gathering room for Committal Prayers as well as holding rooms for remains and cremated remains to be buried at a later date.

**Committal Prayers:** These are graveside prayers in the Order of Christian Funerals offered most appropriately at the graveside or the Cemetery Vault. A bishop, priest, deacon or a lay presider may lead these prayers.

**Cremated Remains:** This is what is left when a deceased body has been reduced to ashes. They may be held in a container, urn, or bag.

**Diocese:** The Diocese is the local church. It is divided into parishes. The Bishop is the Pastor of the Diocese. The parishes for which these **Terms & 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.

**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 & Conditions** document.

**Gravedigger(s):** The person authorized by the parish to open and close the grave according to the **Terms & 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.

**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 values 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 a parish.

**Parish Cemetery(ies):** 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 Parish of St. Leonard, the land is held in trust under the legal name of the Catholic Episcopal Corporation of Antigonish.

**New Waterford & Area Cemetery Society:** A group of dedicated volunteers who, on behalf of the Finance and Administration Committee of the Parish of Saint Leonard, see to the care, maintenance and development of the cemeteries. The Society also develops and recommends policies and/or **Terms & Conditions** to the Parish of St. Leonard.

**Parishioner(s):** A parishioner is a currently registered member of a parish who is a regular contributor. A parishioner also participates in Sunday Eucharist when able and contributes regularly according to his or her means.

**Pastoral Service(s):** These are the services provided by pastoral agents, representatives of the parish or the parish as an entity. Among the most commonly known pastoral services are: The celebration of the Sacraments of Baptism, Eucharist (Sunday and daily Mass, as well as First Communion), Confirmation, Marriage, Holy Orders, the Sick, and Reconciliation. Also included is pastoral counselling, referrals, and visitation. There are funeral rites. There are catechetical programs, adult faith development and youth ministry. There are social services and social justice programs. There are the services of a cemetery in some cases.

**Priest(s):** The person responsible for the overall administration of the parish. Most usually, he is also the minister for the funeral rites.

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

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

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## **Request for Burial**

Name of Deceased: \_\_\_\_\_

Date of Death: \_\_\_\_\_

Full Burial  Burial of Cremains  Cemetery \_\_\_\_\_

a)  New Lot:  Single  Double

or

b)  Burial with Deceased Family Member:

Name of Family Member(s): \_\_\_\_\_

Date(s) of Death: \_\_\_\_\_

Is the Burial Fee being paid by Community Services? Yes  No

I have read, understand, and hereby agree to comply with these **TERMS & CONDITIONS for Burial in the Cemeteries of the Parish of Saint Leonard**, 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 Parish of Saint Leonard.***

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## Pre-Arrangement Request

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Full Burial  Burial of Cremains  Cemetery \_\_\_\_\_

a)  New Lot:  Single  Double

or

b)  Burial with Deceased Family Member:

Name of Family Member(s): \_\_\_\_\_

Date(s) of Death: \_\_\_\_\_

I have read, understand, and hereby agree to comply with these **TERMS & CONDITIONS for Burial in the Cemeteries of the Parish of Saint Leonard**, as stipulated.

\_\_\_\_\_  
Contact Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contact Signature

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-Mail Address (if applicable)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date