

St. John's Cemetery

10 Glen Cairn

Spencerport, New York

June 1, 2024

The following rules and regulations have been adopted by St. John's Cemetery, and all lot holders, niche holders, and visitors to the cemetery shall be subject to these rules.

St. John's Cemetery operates in accordance with the laws of the State of New York and the rules and discipline of the Catholic Church. It reserves the right to refuse the use of any of the Cemetery's facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemetery.

The Cemetery Management expressly reserves the right to adopt additional rules and regulations or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these rules and regulations, at any time. Sufficient notice will be given by the Cemetery Management of any rule change that will create expense, hardship or inconvenience to lot owners or other individuals having business with the Cemetery.

All contractors hired by St. John's need the appropriate insurance documentation and hold harmless agreement. They must receive preapproval from St. John's Finance Office prior to the start of any work in the cemetery.

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Definitions:

The following definitions cover terms used in St. John's Cemetery Policies as well as terms used by personnel of the Cemetery. As used in these Cemetery Policies, the following terms shall have the meaning hereinafter defined.

Burial Vault: A liner that is placed in the ground before the burial. The casket is lowered into the vault. The purpose of the vault is to prevent the ground from caving in as the casket deteriorates over time.

Casket: A rigid container designed for the encasement of human remains and customarily constructed of wood or metal.

Catholic Cemetery: A sacred place blessed and consecrated for the interment of human remains. Includes all land, buildings, roads, and improvements.

Contractor: Any person, firm, or corporation other than an employee of the Cemetery performing any work on Cemetery grounds.

Columbarium: A free-standing structure within the cemetery with niches (small spaces) for placing cremated human remains in urns or other approved containers.

Cremated Remains: Human remains after incineration in a crematory.

Cremation (using fire and heat): Is the process by which the body of the deceased is reduced to its basic elements. Cremation is permitted for Catholics as long as it is not chosen in denial of Christian teaching on the Resurrection and sacredness of the human body.

Crematory: The facility where the remains of deceased human being are processed by cremation.

Disinterment: To take out of the grave or tomb; to exhume; to dig up.

Foundation: The in-ground base, usually a concrete pad, upon which a monument is installed.

Interment: Burial of human remains below ground.

Burial Card – Required and originated in the Cemetery Office.

Inurnment: The placing of cremated human remains in an urn and placement in a niche or grave.

Grave Card: Contains all relevant information about the burial spaces–Cards were prepared during design layout for each grave at the time the Cemetery graves were laid.

Lot Certificate (Easement): The original document issued to an individual, showing location of grave or niche granting the right of interment or inurnment in a specific grave or niche. It does not convey ownership of land or other interest in the grave or niche to which it refers.

Monument: Shall include grave marker or tablet for one or more deceased persons.

Niche: A space in a columbarium to hold an urn.

Original Owner: The person whose name is recorded on the certificate as the purchaser of burial rights.

Pre-need: The purchase of the right of burial in advance of actual need.

Purchaser: The person who has signed the Sales Contract for the purchase of burial rights.

Sales Contract: A contract that constitutes the agreement between the parties and is a legal binding agreement of rights to burial space.

Temporary Marker: A marker placed on a gravesite after burial, generally removed at the time a monument is placed.

Urn: A container to hold cremated human remains. It can be placed in a columbarium or buried in the ground.

General Rules:

1. The cemetery is open from 8:00 a.m. to 8:00 p.m.
2. Receptacles for waste material are located at convenient places. The throwing of rubbish on the drives and paths, or any part of the grounds, or in the buildings is prohibited.
3. Firearms are not allowed in the cemetery except by a military escort accompanying a veteran's funeral.

Purchasing burial rights:

1. A person desiring to purchase the right to be buried in a cemetery lot or niche must be a registered member of the parish or a direct descendant of someone already buried there. That persons should contact the Cemetery Office, and payments on same are to be made at the St. John's Cemetery Office.
2. A Lot or Niche Certificate will be issued when the purchase price of the lot or niche has been paid in full.

Interments and Inurnments:

1. The Cemetery will open for interments and inurnments daily except for all Sundays and holidays, including those when government offices are closed. When delay will cause unreasonable hardship or inconvenience, interments and inurnments may be made on such days, but an additional fee will be added to the regular charge.
2. Where immediate burial is required by the Laws of the State of New York or under the rules and regulations of the Board of Health, interments and inurnments may be made on Sundays and holidays, but an additional fee will be added to the regular interment charge and entrance to the Cemetery will be allowed only to the hearse and vehicles in the funeral procession.
3. All Funerals upon entering the Cemetery shall be under the charge of the Cemetery Management.
4. Persons who have purchased the right of burial or inurnment in St. John's Cemetery shall not allow interments in the lots or inurnments in the niches so reserved in return for remuneration of any kind.
5. No interment of two or more bodies shall be made in one grave except in the case of mother and child, or two infants buried in one casket or except in the case of cremation where one casket and one cremation will be allowed in one grave or two cremations in one grave. The casket must be buried first.
6. The Cemetery Management and the employees of the cemetery are the only persons who will be permitted to open graves with the following exceptions:
 - A. When the Cemetery is directed to make a disinterment by order of a court of competent jurisdiction and a certified copy of such order has been filed with the Management.

B. When the coroner directs the disinterment for the purpose of holding an inquest and has filed with the Management a signed authorization to release the body to the coroner and the coroner's lawful agents. In such case the disinterment must be made by the coroner or his lawful agents.

C. St. John's Cemetery assumes no financial responsibility for a court or coroner ordered disinterment.

D. In the event of a court or coroner ordered disinterment, all necessary work must be provided under current St. John's Cemetery contracts with outside contractors having approved insurance certificates on file in St. John's business office. No other contractors will be permitted. All charges related to a court or coroner's office order of disinterment shall be borne by the court or coroner's office.

7. All charges for interment or inurnment services are to be paid to the Cemetery Office. A receipt will be issued upon request.
8. Arrangements for the payment of any indebtedness owed to the Cemetery must be made before any interment or inurnment may proceed.
9. The right is reserved by the Cemetery to insist upon at least twenty-four-hour notice prior to any interment or inurnment, and at least one week's notice prior to any disinterment or removal.
10. All interments, disinterments, and removals, other than court or coroner ordered, must be made at the time, and in the manner, and upon the charges fixed by the Management.
11. All interments, dis-interments, and removals are made subject to the orders and laws of the properly constituted public authorities.
12. Interments or inurnments of persons other than the individual purchasing the right to be interred or inurned in St. John's Cemetery will not be allowed. Minimum opening and closing charges will be applied to any additional expenses due to unknown circumstances.

Disinterment:

1. Application and approval for disinterment shall be made at the Cemetery Office. Permission will be based on application of the spouse, child or children or next-of-kin of the deceased person.
2. The body of a person who died from a contagious disease shall not be allowed to be disinterred before the expiration of five years from the date of burial.
3. In the case of disinterment, the casket will not be opened for the purpose of viewing remains on St. John's Cemetery property.
4. Permits must be obtained for the purpose of removal from St. John's to another cemetery.
5. Appointments for date of removals will be made by Cemetery Management.
6. No services of any kind are permitted on the Cemetery grounds at the time of removal of bodies either from the Cemetery or from place to place within the Cemetery.
7. Disinterment costs are based on a case-by-case basis. Payments are to be made prior to the disinterment. Any additional cost must be made at time of disinterment.

Monuments:

1. Monument design shall be in compliance with and in accord with the doctrine, teaching, and discipline of the Roman Catholic Church as determined by management in its sole discretion.
2. All Monuments are the property of the individual purchaser. Any reconditioning expense will be the responsibility of the monument owner.
3. **RIGHT TO REMOVE:** Should any monument, marker or other memorial become unsightly, dilapidated, or a safety hazard to visitors, the Cemetery shall have the right at the expense of the lot owner to correct the condition or to remove the same.
4. No monument will be placed upon a lot until the lot is fully paid and a Certificate issued. Only one monument, which must be of proper design, material, and workmanship, shall be erected on lots where permitted.
5. Persons who purchase the right of burial who contemplate the placement of any monument or marker should first ascertain from the Cemetery office whether same will be allowed before they close a contract for the placement of either. It is especially important to check with the Cemetery office regarding what type and size monument is allowed. This will avoid mistakes and possible disappointments.
6. The Cemetery may reject any plan or design of a proposed marker which shall be determined to be undesirable or unsuited to the general appearance of the surrounding lots or graves. Any subsequent placement made without prior approval deemed to be in violation of this article shall be removed at the owner's expense.
7. All monuments must be built of granite, marble, or some other durable stone. Memorials of cement, artificial stone, wood, or other metal will not be permitted.
8. Dealers are required to furnish for approval a sketch of proposed monument or headstone, specifying size, inscription, design, and size of the foundation required.
9. Monument contractors must carry Public Liability and Property Damage Policy which will protect St. John's Cemetery against any accident or damage caused by such contractor or his employees while performing work in the Cemetery. Proof of Insurance must be on file in Cemetery Office prior to beginning any work at the cemetery. No foundation application will be approved until this rule has been complied with and proof of insurance has been submitted. Foundations are constructed per cemetery contractor.
10. The Cemetery reserves the right to exclude from the Cemetery any dealer or agent in monuments, headstones, markers, etc., who does not observe strictly the rules and regulations of said Cemetery.

Cemetery Care:

The general care of the Cemetery is assumed by the Management and includes the cutting of the grass at reasonable intervals, the raking and cleaning of the grounds and the pruning of shrubs and trees placed by the management. **To protect property from damage and ensure the safety of cemetery workers and visitors the following are rules for the maintenance and decorating of plots and niches by families:**

1. Funeral flowers may be left at the grave site for one full week after the burial.
2. Flowers may be planted up to one (1) foot in front of the monument and may not exceed the 40-inch width of the plot. Urns for planting flowers should be placed near the monument within the 40-inch plot width. Low-growing annuals or non-invasive perennials are the best plants to use for this purpose.
3. Artificial flowers may be used if the container is secured in the ground within the allowed space.

4. No items, plants or otherwise, may be placed behind the monument.
5. Veteran and fire fighter emblems and flags are permitted. Flags should be removed from the cemetery by Thanksgiving.
6. Limited decorations such as wreaths, natural or artificial, are permitted on graves from November 1st through the Christmas season but must be removed by April 1st.
7. Flowers, flags, and seasonal items as described above are the only decorations permitted.

All other items are prohibited including:

- a. Trees, bushes, and vines of any and every type.
- b. Glass items of any type.
- c. Fences, garden edging, shepherd hooks, balloons, pinwheels, or other small ornaments.
- d. Solar powered lights in front of or above the monument.
- e. Crushed stone, woodchips, or any other type of mulch.
- f. Items draped over the monument.
- g. Benches or other permanent items above ground level in front of the monument.

8. Funeral flowers may be left at the base of the columbarium for one full week following inurnment. **No** decorations of any type, including flowers, may be left at, or attached to the columbarium at any time.
9. Except for the memorial inscription, no object of any kind may be placed on the columbarium niche front at any time.
10. The cemetery assumes no responsibility for items of any sort placed at the cemetery. Any prohibited objects left at a grave site or at the columbarium will be removed without prior notice to families. Although the cemetery assumes no responsibility to return any left articles, they may be placed behind the garage for a limited time for families to claim them.

These additional Rules and Regulations pertain to the inurnment of human remains in a columbarium in St. John's Cemetery.

1. Permission to be inurned in a niche in the Columbarium at St. John's Cemetery includes the right to perpetual use of the niche space conveyed and the right of inscription acceptable to St. John's Cemetery management.
2. Upon full payment, the Cemetery shall deliver to the buyer a Lot Certificate showing the location and granting use of the specific niche.
3. Inurnment Rights purchased from the Cemetery are for inurnment purposes only and not for speculation or investment.
4. Niches will be used for the inurnment of human remains only. Each niche accommodates 1 or 2 urns of a specific size.
5. Memorial inscription of niche-fronts must conform uniformly with the rules set out by the Cemetery. Each inscription must be handled by the Cemetery and is limited to the legal name, year of birth, year of death, and military service symbol, for each person whose niche space is reached through the aperture covered by the niche front.
6. No object of any kind may be placed on the niche front at any time. Any such objects shall be removed and disposed of. Funeral flowers may be left at the columbarium site for one week following inurnment.
7. All services about the niche or columbarium requiring labor shall be performed by the Cemetery or its authorized agents.

Enforcement of Rules and Regulations:

St. John's Cemetery management is hereby empowered to enforce all rules and regulations and to exclude from the cemetery any person violating the same. The Management shall have charge of the grounds and buildings including the conduct of funerals, traffic, employees, persons who have purchased the right of burial at St. John's, visitors, and at all times shall have supervision and control of all persons in the cemetery.

Loss or Damage:

Stating Cemetery disclaimers for responsibility of loss or damage beyond its reasonable control, especially from damage by an act of God, elements, earthquakes, violent acts, common enemy, air raids, invasions, insurrections, riots, an order of a military or civil authority, theft, vandalism, strikes, malicious mischief, explosions, unavoidable accidents, or any cause similar or dissimilar beyond the control of the Cemetery

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery reserves the right in such cases to make exceptions, suspension, or modification. Any such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of the rule.

The Cemetery may reserve the right at any time to amend, alter, or repeal any rule or regulation for the Cemetery. This right to change or amend any part or all of the above rules and regulations for the Cemetery can be made without prior notice to the lot owners.

Questions relative to The Cemetery rules and regulations can be addressed to the Cemetery Manager, the Cemetery Advisory Committee, and/or the Pastor.