

The Corporation of the Anglican Parish of Douglas and Nashwaaksis

# Cemetery Policies and Regulations

Approved by the St. John the Evangelist Cemetery  
Committee  
2-1-2022

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## **FOREWORD**

The Church of St. John the Evangelist Cemetery is owned by The Corporation of the Anglican Parish of Douglas and Nashwaaksis and operated by The Church of St. John the Evangelist Cemetery Committee.

Please direct all inquiries to:

St. John the Evangelist Anglican Church  
Parish of Douglas and Nashwaaksis  
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Fredericton, NB  
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## **SUMMARY OF REGULATIONS**

1. The Rector of the Parish of Douglas and Nashwaaksis or those delegated by him / her shall conduct all burials.
2. The Cemetery Committee administers the Policies and Regulations for the Corporation of the Anglican Parish of Douglas and Nashwaaksis.
3. The right of burial is granted for an initial 75-year period, with the Grantee having the option of renewing. The interment of the remains in a gravesite turns the Grant into an absolute and perpetual right of burial.
4. Permission of the Cemetery Committee is required prior to the interment of remains other than those of the Grantee in a gravesite.
5. The Cemetery Committee shall approve by whom and how graves are opened and closed.
6. Fees are set by the Corporation of the Anglican Parish of Douglas and Nashwaaksis.
7. There are maximum limits on the size of Monuments and these are not to be exceeded. These are detailed in Appendix 3 - Monuments. The Cemetery Committee controls placement of all monuments.
8. In the event of any contradiction between this summary and the Policies and Regulations, the latter shall prevail.

## **POLICIES**

1. The land owned by the Corporation of the Anglican Parish of Douglas and Nashwaaksis and designated by them for use as a cemetery and any extension thereto shall be known as the Church of St. John the Evangelist Cemetery.
2. The Church of St. John the Evangelist Cemetery is a Consecrated Christian Burial Ground as will be any future expansion.
3. The "Corporation" shall administer The Church of St. John the Evangelist Cemetery, primarily for members of the Anglican Parish of Douglas and Nashwaaksis. However, gravesites may be made available to non-parishioners (non-members) with the percentage of total gravesites so available to be established by the Corporation from time to time.
4. The Church of St. John the Evangelist Cemetery shall be administered, managed, and operated by the Corporation of the Anglican Parish of Douglas and Nashwaaksis, which consists of the Rector, Church Wardens, and Vestry and is hereinafter called the "Corporation".
5. The Corporation shall establish policies, regulations, and fees and make any amendments to the same for the administration of St. John the Evangelist Cemetery.
6. The Corporation shall appoint a Cemetery Committee as detailed in Regulation 2, with the appointments affirmed annually. This Cemetery Committee is hereinafter called "the Committee". The Committee will administer the policies and regulations established by the Corporation and be responsible for the day to day operation of The Church of St. John the Evangelist Cemetery.
7. The Church of St. John the Evangelist Cemetery shall be developed in an orderly fashion, according to plan as approved by the Corporation of the Church of St. John the Evangelist.
8. The Corporation shall administer all Perpetual Care Trust Funds.
9. The Corporation shall make such rules and regulations for the government of the grounds, or the management or conduct of The Church of St. John the Evangelist Cemetery, or any gravesite within the same as it may deem requisite and proper to secure and promote the general objects of The Church of St. John the Evangelist Cemetery as herein set forth, and alter or amend the same from time to time including, but not limited to, the altering or laying out of any walks or avenues in St. John the Evangelist Cemetery and the changing of the layout of gravesites not granted or in which no remains have been interred.

## REGULATIONS

1. All interments shall be conducted by the Rector of the Parish of Douglas and Nashwaaksis or by Clergy designated by him as specified in the Deed of Consecration of The Church of St. John the Evangelist Cemetery issued by the Bishop of Fredericton.
2. The Committee shall:
  - a. Administer the Policies and Regulations of The Church of St. John the Evangelist Cemetery.
  - b. Consist of at least two members plus the Rector.
  - c. Submit an annual report to the Corporation.
  - d. Ensure proper operation of The Church of St. John the Evangelist Cemetery by keeping the maps, records and accounts specified by the Corporation up to date.
  - e. Perform the duties required to ensure the efficient yearly maintenance of the cemetery grounds. These are to be done by the use of volunteers and the hiring of qualified personnel as may be required.
  - f. The Parish Treasurer shall administer the collection and deposit of all fees and charges.
  - g. Have authorization to sign grants with the signature of only two members of the Committee necessary to complete the Grant on behalf of St. John the Evangelist Cemetery.
3. Ownership of the land on which the cemetery gravesites are located remains with the Corporation. The Corporation, as Grantor, shall grant the right of burial of approved burial gravesites subject to the following conditions:
  - a. The initial period of the grant shall be for 75 years. The Grantee may renew this grant for similar periods at no additional costs by advising the Committee. If not renewed all rights to the burial gravesite including right of burial are relinquished and revert back to the Corporation.
  - b. As per Policy 11, the interment of remains, subject to the Policies and Regulations of The Church of St. John the Evangelist Cemetery, has the effect of changing the Grant of the right of burial into an absolute and permanent right of burial, that is, remains once buried remain interred.

- c. This Grant of the right of burial cannot be sold, assigned, bequeathed or otherwise conveyed except as detailed immediately below.
  - d. The burial of the remains of a person or persons other than those of the Grantee of the rights of burial in a gravesite will not be allowed until a letter from the Grantee agreeing to such burial has been filed with the Committee and the Committee has concurred in writing to the Grantee or this has been specified in the grant.
  - e. The Grantee or estate thereof may, at the absolute discretion of the Committee, relinquish the Grant to the Corporation. The Corporation shall at that time return the original grant fee (without interest) for this Grant to the Grantee or estate thereof.
  - f. The Grantee may, at the absolute discretion of the Committee, exchange his/her right of burial in a gravesite to another gravesite, with the Grantee absorbing any extra costs attendant therewith.
4. Burial Gravesites shall:
- a. Be 5 feet 0 inches wide and 10 feet 0 inches long (1.53 meters by 3.05 meters).
  - b. Have the right of burial granted singly or in multiples of one, (i.e. the cost of two is double that of one, etc.)
  - c. Be provided for cremated remains singly in a size 2 feet 6 inches by 2 feet 6 inches (0.765 meters by 0.765 meters) in a Memorial Garden section.
  - d. Be provided for stillborn and infant remains singly in a size 2 feet 6 inches by 2 feet 6 inches (0.765 meters by 0.765 meters) in a Memorial Garden section.
5. All burial gravesites:
- a. locations together with that of all paths, roads, plantings, etc, shall be as per the Cemetery plan administered by the Committee.
  - b. boundary disputes shall be referred to the Committee whose decision is final.
6. The opening and closing of graves are subject to the following conditions:
- a. They shall be performed only by those persons or companies, and only with equipment specifically approved to do so by the Committee, and only under their supervision.

- b. The fees and charges for opening and closing of graves shall be borne by the Grantee of the right of burial of such gravesite(s) or the estate of the deceased.
  - c. All graves shall be opened and closed by whatever means permitted by the Committee.
  - d. Internments
    - i. No interment may take place without the name, age, date of birth, date of death, place of residence and marital status of the person whose remains are to be interred being supplied to a member of the Committee.
    - ii. No interment may take place before sunrise or after sunset.
  - e. Disinterment may be made only on the written consent of the Committee and the written consent of the Grantee of the gravesite or of the surviving spouse or children or parents or the executor of the estate of the person whose remains are interred and all such disinterment must be supervised by the Committee and comply with all regulatory bodies, orders and laws governing the same.
  - f. Every grave shall be dug to a depth of at least 5 feet (1.52 meters). [The *Cemetery Companies Act* (O.C. 94-693) requires 23.62 inches (0.6 meters) cover over rough box.] Those digging graves shall keep at least six inches (15 centimeters) within the limits of the gravesite and prevent damage to the adjoining gravesites. The above mentioned clearance of six inches (15 centimeters) shall be generally observed in the digging of all graves.
  - g. All surplus materials from opening the grave shall be removed from the site and placed in an approved area designated by the Committee.
7. Fees for burial in The Church of St. John the Evangelist Cemetery are subject to the following conditions:
- a. The fee for granting of the right of burial shall be determined by the Corporation. This fee shall include Perpetual Care (see Appendix 2 – Definitions).
  - b. Schedule of fees is included with these Policies and Regulations as Appendix 1. In all instances the fees in effect are those determined by the Corporation and are subject to change without notice.
  - c. The Grantee of the right of burial in a gravesite or gravesites shall not have any rights in or to such gravesite or gravesites until the Grant fees have been paid in full.



8. The fees collected for the Grant of the right of burial and Perpetual Care shall be administered as follows:
  - a. Two-thirds shall be put in a trust fund account by the Corporation, with the income of the account applied towards the cost of keeping the grounds and gravesites in good order and condition and the grass cut, but does not provide for the up-keep of monuments and markers, which is the responsibility of the Grantee or the estates of the persons whose remains are interred in the gravesites on which the monuments are in place. **The Committee may, at its sole discretion, authorize and have the Corporation pay for the repair of monuments and markers that have significantly deteriorated and/or constitute a safety hazard, but only in situations in which the family or estate of the persons interred cannot be located.**
  - b. One-third shall be put in the Cemetery operating account by the Corporation and applied towards the maintenance, repairs, road and path construction, and any other operating expenses as approved by the Committee.
9. Contractors or workmen having work to do within The Church of St. John the Evangelist Cemetery must make known their business to a member of the Committee and obtain permission from the member before work is begun, and when once started the work shall be finished without delay. All contractors, builders and their employees are subject to the control of the Committee while within the Cemetery and shall conform to its directions. On neglect or refusal to do so, they may be prohibited from working in the Cemetery.
10. Undertakers, funerals or funeral processions on arriving at The Church of St. John the Evangelist Cemetery shall observe all requirements and will be subject to the orders and directions of the Committee.
11. Any complaints by Grantees or visitors shall be made to a Committee member and not to workmen on The Church of St. John the Evangelist Cemetery grounds, and controversies with workmen or others on the grounds are to be avoided.

## MONUMENTS

1. Monuments placed in The Church of St. John the Evangelist Cemetery are subject to the following conditions:
  - a. Monuments shall be of granite, marble or other natural stone. No monuments of a material not approved by the Committee shall be placed in The Church of St. John the Evangelist Cemetery.
  - b. Monuments shall be of a size that conforms proportionately to the size of the burial gravesites and in no instance shall they exceed the maximum dimensions specified in Appendix 3 attached.
  - c. Monuments shall be placed on concrete footings or pads commonly referred to as patio stones of a size as specified in Appendix 3 attached.
2. Only one monument shall be erected on a gravesite or on any number of adjacent gravesites held by the same Grantee except by special permission of the Committee.
3. Prior to the placement of any monument the Committee shall be consulted and advised of:
  - a. The Company from whom the monument is purchased.
  - b. By whom the monument is to be installed.
  - c. The fact that a member of the Committee has confirmed the location of placement as correct.
4. Any individuals or company installing monuments shall be liable for any damage to The Church of St. John the Evangelist Cemetery, its grounds or other monuments.
5. The Committee may itself, or may permit monument companies and their installers, to make leveling and other adjustments of monuments from time to time as may be deemed necessary for appearance and safety.
6. Neither the Corporation nor the Committee shall in any way be responsible for any maintenance, repair, or damage to a monument from any cause. All maintenance shall be the responsibility of the purchaser of the monument or the Grantee of the right of burial in the gravesite(s) on which it is situated or the estate(s) of the deceased interred in the gravesite(s). **The only permitted exception to this, as mentioned in Regulation 8(a), is when the family or estate of the person interred cannot be located and the Committee has approved that the monument be repaired due to significant deterioration of the monument and/or safety concerns.**

7. If any monument or other structure whatsoever or any inscription shall be placed in or upon any gravesite in The Church of St. John the Evangelist Cemetery contrary to the Law of New Brunswick or City of Fredericton or that shall be determined by the Committee to be offensive or improper or injurious to the surrounding gravesites, the Committee shall have the right, and it shall be its duty, to enter upon such gravesites and remove same.
8. A monument shall be permitted on gravesites specifically designated for cremated remains, 2 feet 6 inches by 2 feet 6 inches (0.765 metres by 0.765 metres) Those wishing to inter cremated remains in the Memorial Garden can place a monument at ground level not to exceed 18 inches long by 10 inches wide by 4 inches deep.
9. A Memorial Garden section will function as follows:
  - a. The Memorial Garden Section will be subdivided into size 2 feet 6 inches by 2 feet 6 inches (0.765 metre by 0.765 metre) gravesites for the interment of cremated remains.
  - b. All costs involved in having the inscription placed on Monuments are the responsibility of the Grantee of the right of burial or of the person for whom the inscription is placed or the estate of either.

## PROHIBITIONS

In the best interest and protection of a Grantee of a right of burial together with that of The Church of St. John the Evangelist Cemetery, along with the good and orderly operation of the same, all persons while within the cemetery grounds are forbidden from:

- a. Erecting or installing memorials, even for temporary use, of cement, artificial stone, composition, plastic, wood, tin, iron or steel.
- b. Disturbing the quiet and good order of The Church of St. John the Evangelist Cemetery by noise or improper conduct.
- c. Gathering flowers or damaging any growing plant, shrub or tree.
- d. Operating snowmobiles, all-terrain vehicles, motorcycles or bicycles including operation on any road or path.
- e. Operating any motor vehicle at unreasonable speed or on grounds other than roads provided for its use.
- f. Bringing or using within The Church of St. John the Evangelist Cemetery any food, refreshments, beverages, **or drugs of any kind, including cigarettes or cannabis.**
- g. Bringing dogs or other animals except on a leash into The Church of St. John the Evangelist Cemetery.
- h. Permitting dogs to leave feces without picking up and removing same from the cemetery grounds.
- i. Placing any encumbrance of any kind to the maintenance of The Church of St. John the Evangelist Cemetery (especially fences, chains, posts, high corner markers etc.).
- j. Placing any structure, monument, fixture, etc. that does not comply with the Policies and Regulations of the Church of St. John the Evangelist Cemetery and anything so placed will be removed at the Grantee's or his/her estate's expense.

## MISCELLANEOUS

1. As indicated in Policy 10, the Corporation and the Committee may correct, or have corrected, any and all errors that may be made by it or others concerning all aspects of the management and operation of The Church of St. John the Evangelist Cemetery.
2. The Corporation and the Committee shall comply with all applicable regulations concerning cemeteries (church, municipal, provincial as well as The Church of St. John the Evangelist Cemetery Policies and Regulations).
3. The Committee may require at least 24 hours notice prior to any interment and at least one week's notice prior to any disinterment or removal of any monuments.
4. The Corporation and the committee expressly disclaim liability for any injuries sustained by anyone while in, on or traversing the grounds of The Church of St. John the Evangelist Cemetery for whatever reason.
5. The Corporation and the committee expressly disclaim all responsibility and liability for any loss, damage, or injury to any person or thing caused by any means beyond their reasonable control.
6. The Committee shall not allow the planting of trees or shrubs and will preserve and maintain landscape features as may be identified in the Committee's approved plan of The Church of St. John the Evangelist Cemetery.
7. To ensure neatness and preserve the beauty of The Church of St. John the Evangelist Cemetery the Committee may remove all floral designs and any other removable mementos and objects placed upon graves and gravesites together with any flowers, weeds, low shrubs, plants or herbage of any kind from the cemetery. This may be done when in the judgment of the Committee they may become unsightly, dangerous, diseased or detrimental to, or when they do not conform to the adopted regulations of, The Church of St. John the Evangelist Cemetery or when the roots or foliage of any of the aforementioned shall interfere with the adjacent gravesite.
8. The Committee may close off any road or path in The Church of St. John the Evangelist Cemetery for safety, control, maintenance or any reason deemed necessary and appropriate by it.
9. All persons visiting The Church of St. John the Evangelist Cemetery shall observe the rules that are or may be adopted for the regulation of visitors by the Corporation.
10. The Committee shall issue to a grantee a grant of right of burial for each gravesite for cremated remains granted. This Grant shall:

- a. Identify the gravesite in which the right of burial is the gravesite designation given on the gravesite plan maintained by the Committee listing section, row and gravesite number. [A small map of The Church of St. John the Evangelist Cemetery with the name of the person whose remains are to be interred in the gravesite specified shall be provided.]
- b. Specify the name of the Grantee.
- c. Detail the type of gravesite and size.
- d. Include the date of the Grant.
- e. Include the amount of the fee and sum paid.
- f. If applicable, list the name of the person whose remains are to be interred in the gravesite if not those of the grantee and an indication of the Committee's approval as per Regulation 3. (c) and (d).
- g. Indicate the Grantee's agreement to abide by and be governed by the Policies and Regulations of The Church of St. John the Evangelist Cemetery.
- h. Contain the signature of a Committee member authorized to complete the Grant by the Corporation
- i. Contain the signature of the grantee acknowledging receipt of:
  - i. the Grant; and,
  - ii. a copy of the Policies and regulations of The Church of St. John the Evangelist Cemetery.

## APPENDIX 1: FEES

1. Grant of right of casket burial with perpetual care is \$600 per gravesite (5 feet by 10 feet or 1.53 metres by 3.05 metres). A monument shall be allowed (see Appendix 3 – Monuments).
2. Grant of right of cremation burial with perpetual care is \$600 per gravesite, (5 feet by 10 feet or 1.53 metres by 3.05 metres). A monument shall be allowed (see Appendix 3 – Monuments). This cremation gravesite shall accommodate a maximum of six (6) urns.
3. (a) Grant of right of single or multiple cremation burials with perpetual care: \$200 per gravesite, one (1) urn. Size 2 feet 6 inches by 2 feet 6 inches (0.765 metres by 0.765 metres) anywhere in the cemetery.  
  
(b) The Memorial Garden, in Section "B", contains 48 cremation gravesites with dimensions of 2 feet 6 inches by 2 feet 6 inches (0.765 metres by 0.765 metres). Inscriptions shall be subject to some restrictions (see Appendix 3 – Monuments).
4. All gravesites in the cemetery shall receive perpetual care, either in the old or new section.
5. There is no annual maintenance fee. The committee shall decide any extra costs for maintenance, annual or otherwise, above the set fees.
6. The Committee shall determine fees for opening and closing cremation gravesites. The Funeral Home looking after a casket burial arranges for the opening and closing of the grave and covers the cost. The cemetery supplies backfill at our cost. The Cemetery Committee reserves the right to have input on this matter

## APPENDIX 2: DEFINITIONS

**“Annual Maintenance”** means:

- a) Cutting the grass, raking and cleaning the grounds as deemed necessary by the Committee.
- b) Leveling the grounds, seeding, fertilizing etc. as deemed necessary by the Committee.

**“The Committee”** means the Cemetery Committee appointed by the Corporation.

**“The Corporation”** means the Corporation of the Anglican Parish of Douglas and Nashwaaksis.

**“The Grant of Right of Burial”** means the document issued by the Committee which duly completed and signed and containing the information detailed in Miscellaneous Regulation 10 entitles the grantee or his/her approved designate(s) to the interment of his/her remains in the gravesite or gravesites for cremated remains specified in the grant subject to the Policies and Regulations of The Church of St. John the Evangelist Cemetery.

**“The Memorial Garden, in Section B”** means gravesites set apart by the Corporation and subdivided into gravesites for cremated remains in a Memorial Garden section.

**“Perpetual Care”** means that the Corporation will undertake to keep all gravesites in good order forever as far as possible per the Policies. **For further clarity, “Perpetual Care” does not include the maintenance, up-keep, or repair of monuments.**

**“Gravesite”** means a space of sufficient size to accommodate one adult interment. As determined and established by the Corporation (5 feet x 10 feet or 1.53 metres by 3.05 metres) is one gravesite and/or 4 feet by 8 feet (1.22 metres by 2.44 metres).

**“Gravesite for Cremated Remains”** means a space of sufficient size to inter such remains as determined and established by the Corporation. (2 feet 6 inches by 2 feet 6 inches or 0.765 metres by 0.765 metres) accommodating one urn.



## APPENDIX 3: MONUMENTS

1. Patio stones (2 foot x 2 foot concrete slabs) shall be used as a foundation under every base or monument in the quantity specified in Table A. The top of the patio stones shall be at ground level. The patio stones shall be centered along the top of the adjacent gravesites in the strip specified in the cemetery plan as being for monuments. If gravesites are adjacent on the short side (5 feet), the monument shall be placed in the centre. The base and monument shall be centered on the patio stones.
2. The base of any monument shall not extend more than 3 inches (7.6 centimetres) horizontally from the bottom edges of the monument, which sits upon it.
3. The height of any monument, including the base, shall not exceed thirty inches (76.24 centimetres).
4. The depth (thickness) of any monument, excluding the base, shall not exceed 10 inches (25.4 centimetres).
5. The width of any monument cannot exceed 50% of the gravesite width (5 feet width = 60 inches divided by two = 30 inches) maximum width of monument, single gravesite.
6. The Memorial Garden section monument shall be placed at ground level and have a maximum size of 18 inches long by 10 inches wide by 4 inches deep.

**Table A: Maximum Width of Monuments and Patio Stone Requirements**

Number of Gravesites	Maximum Width ("D")	Patio Stones Required
1	30 inches (76.2 cm)	2
2	36 inches (91.5 cm)	2
3	42 inches (106.7 cm)	3
4	48 inches (122.0 cm)	3
5	60 inches (152.4 cm)	3

*Note: Maximum height from top of patio stones to top of monument is 30 inches (76.2 cm)*

## APPENDIX 4 – GRANT OF RIGHT OF BURIAL

THIS GRANT AGREEMENT, made this [day] of [MONTH], 20[YY], by and between:

the Corporation of the Anglican Parish of Douglas and Nashwaaksis, herein after called the “Grantor”,

AND

[NAME OF GRANTEE], whose address is [ADDRESS], [CITY], [PROVINCE], [POSTAL CODE], herein after called the “Grantee”,

WITNESSETH THAT:

The grantor agrees to Grant to the Grantee, subject to the Policies and Regulations of The Church of St. John the Evangelist Cemetery, and for a period of 75 years from the date above, the right of burial in gravesite:

Section: \_\_\_\_\_

Row: \_\_\_\_\_

Gravesite: \_\_\_\_\_

, in The Church of St. John the Evangelist Cemetery, which is [dimensions] in size and is for the purpose of:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Casket Burial                             |
| <input type="checkbox"/> | Interring Cremated Remains (6 urns)       |
| <input type="checkbox"/> | Interring Remains in the Memorial Gardens |

And the number of gravesites is [X], for a total fee of \$[amount].

AND THAT:

The remains are to be interred in said gravesite are those of the grantee save and except that by his / her signature affixed here at [GRANTEE'S SIGNATURE], then Grantee is agreement to the internment of the remains of [Other Person to be interred] in said gravesite and that the signature of an authorized member of The Church of St. John the Evangelist Cemetery Committee below is their written approval of the same

AND THAT:

The Grantee agrees to abide by the Policies and Regulations of The Church of St. John the Evangelist Cemetery with his / her signature below indicating receipt of the same;

AND THAT:

The Grantee has the option of renewing the Grant on said gravesite for similar periods without further costs;

AND THAT:

By the interment of the remains of the person(s) listed above this Grant is converted to an absolute and perpetual right of burial in respect to the remains so interred;

AND THAT:

\$ \_\_\_\_\_ of the fee has been paid to the Corporation of the Anglican Parish of Douglas and Nashwaaksis.

In some areas of St. John's Cemetery, "ledge rock" may be encountered and affect casket burials. "Ledge rock" is costly to remove. All purchasers must read the following information before finalizing the purchase of gravesite(s).

1. In Section "A" (the older part of the cemetery), if the gravesite(s) have been previously purchased for a casket burial, the cost of removing "ledge rock" shall be at the expense of the Corporation.
2. In Section "B", the purchaser of the gravesite(s) shall be advised by the Corporation that "ledge rock" has been identified and it will not allow casket burials in that location.
3. In Section "B" where there are existing gravesites that are partially occupied and where "ledge rock" is a problem for a casket burial, the Corporation shall bear the cost of removal.
4. If the purchaser insists on purchasing gravesite(s) where "ledge rock" is a problem, the expense of removing it shall be billed to the purchaser at the time of casket burial.
5. The aforementioned issues are applicable to normal casket burials only.

SIGNATURES

For The Church of St. John the  
Evangelist Cemetery

\_\_\_\_\_

Grantee

\_\_\_\_\_

Date

\_\_\_\_\_

This document is for your information only. The Grant of Right of Burial document must be signed and channeled through the Church office, to be kept on file.