

Effective October 27, 2021

ST. AMBROSE CATHOLIC CHURCH

IN-GROUND BURIAL CEMETERY RULES & REGULATIONS

The policies, guidelines and regulations set forth hereafter are established by St. Ambrose Catholic Church to provide for the proper management and appearance of its cemetery.

The choice of a place of burial and disposition of body remains is a choice that individuals or families must make at some point. It is a time honored tradition for members of a Catholic Church or parish to provide a place of burial for its members. In that regard St. Ambrose is blessed to have tracts of land suitable for burial of its members.

In order to provide for the upkeep of the cemetery grounds, the parish must assess fees to cover expenses associated with the operation of the cemetery. The Right of Burial fee is required to be paid in full at the time of selection and reservation of a particular burial site. There will not be a payment plan. Additional fees are assessed to cover the opening and closing of a grave. Once each year the parish will have a special collection with a cemetery envelope included with the regular envelopes. 80% of the funds collected will be deposited to the cemetery fund and 20% will be deposited to a cemetery perpetual care fund. Any additional funds received including the sale of lots will have 20% of the receipt deposited to the perpetual care fund.

Currently, St. Ambrose operates a cemetery site located at Ewing Street, Seymour, IN. From time to time, at the approval and discretion of the pastor and the Cemetery Committee, in consultation with the parish council, the rates assessed for the various services may be changed as appropriate.

St. Ambrose reserves the right to refuse the purchase of the right of burial in the cemeteries facilities at any time to any person or persons whom the pastor, cemetery committee or parish council may deem objectionable to the best interest of the cemeteries.

A. General

(1) All lots within the Cemetery shall be subject to the policies of the Roman Catholic Archdiocese of Indianapolis (copies available upon request) and St. Ambrose parish. **Said lots shall be used for the sole and express purpose of burial of human remains only.**

B. Opening and Closing of the Grave Site.

(1) The opening and grading of all grave sites in the Cemetery must be performed by an approved service provider. These services will be provided at the expense of the family member in accordance with the rate schedule in effect at the time of interment.

(2) Graves will not be closed on Sundays or such other days as may be designated at the discretion of the pastor in consultation with the cemetery committee. The Cemetery will not be responsible for any order given by telephone or for any mistake occurring from lack of precise and proper instructions as to the particular space, size of grave and location in a plot where interment is desired. The Cemetery will

not be liable for the interment permit nor the identity of the person sought to be interred.

(3) Graves must be opened eighteen inches from head part of grave and must have four inches of ground on each side. Graves are to be 4' x 8' and 4 ½ feet deep.

C. Foundations and Monuments.

(1) This is a Roman Catholic Parish Cemetery; grave markers should reflect and honor this. Headstones should be in a traditional shape and style. Headstones in the shape of secular symbols are not permitted. Any non-traditional shaped headstones must be approved by the pastor. Headstones that have engravings that are secular (non-Christian) are to be approved by the pastor and if needed by the cemetery committee.

(2) There is a minimum two-month restriction on placement of the foundation and monument to allow ground to settle after a burial. Flat military markers, beveled or upright monuments may be used. Single monument **width** not to exceed 36"; double monument **width** not to exceed 60". Maximum **height** of any monument shall not exceed 36". **Any expense incurred by the Cemetery to move monuments in excess of these specifications in order to open adjacent graves will be borne solely by the purchaser. Dimensions are inclusive of the base/cap, but not the foundation.**

(3) All workmen employed in the erection of monuments, or any other work related thereto, will check in with the parish office prior to commencement of any work in the Cemetery. Monument companies will provide St. Ambrose Catholic Church with a certificate of insurance on an annual basis.

(4) Each grave site is limited to one headstone. (If a military marker is used in addition to the headstone, such marker should be placed at the headstone rather than at the foot of the grave. The top of the military marker must be level with the ground.)

(5) Footstones are prohibited.

(6) The foundations of all monuments shall be constructed of poured concrete, set to a minimum depth of **two feet** and shall be constructed in a manner to allow for a **pre-cast concrete cap on top of the foundation.** When purchased pre-need, a foundation must be poured within one year of the date of sale.

(7) A proper mixture of sand and cement must be used to prevent the foundation from premature decay and crumbling. If hand mixed, use clean gravel and fresh cement in a ratio of at least 3:1 mix, or six bag mix.

(8) All cement forms must be removed when the monument is erected. Clean dirt fill must be used to fill in around the apron once the forms are removed. In the event the monument company fails to comply with the above directions, such company will be required to pay a maintenance deposit fee prior to the installation of any subsequent foundations.

(9) Heavy hauling will not be permitted in the cemetery when the drives are soft and are liable to be injured thereby. Those responsible for excavating the graves must not make ruts or otherwise damage or violate the appearance of the Cemetery. They must use plywood or some other suitable material to prevent ruts.

(10) All monuments are the property of the grave site family. St. Ambrose Catholic Church

assumes no responsibility for the upkeep of said monuments, but does reserve the right, at the expense of the family, to remove or alter any monument that has become unsightly to the appearance of the Cemetery or has deteriorated in such a way as to present a potentially hazardous situation.

(11) No iron or wire work, and no seats or stand-alone (unattached) vases will be allowed upon any grave sites except by permission of the pastor or the cemetery committee. When an article constructed of iron begins to oxidize, the parish, at its sole discretion, may remove the same from the Cemetery. Non-oxidizing vases mounted on the monument will be permitted.

(12) A burial vault is required.

D. Flowers, Trees, Shrubbery and Decorations

(1) Flowers, trees and shrubbery may not be planted on any grave site without the permission of the pastor and the cemetery committee. Required removal will be at the sole discretion of the pastor and the cemetery committee, at the expense of the family.

(2) The Cemetery is not responsible for floral designs and has authority to remove all floral designs, flowers or plants of any kind from the cemetery when they become unsightly, dangerous, detrimental or diseased or when they do not conform to the standard maintained.

(3) All grading, power landscape work, improvements of any kind, and all care of plots and memorials will be done by the Cemetery or their authorized contractor. Individuals may not maintain plots.

(4) The Cemetery accepts no responsibility for loose items that may be damaged or lost, such as mementos placed on a ledge of marker or monument.

E. Visitation

(1) Visitation hours are from sunrise to sunset. Visitation outside these hours is strictly forbidden.

F. Ownership

(1) The sale, transfer or assignment of a burial right by the owner shall only be valid if on forms prepared or approved by the cemetery, and such sale, assignment or transfer shall be subject to a reasonable charge. No such sale, assignment, or transfer shall be binding upon the cemetery unless the same is filed and duly approved by the cemetery. No sale, assignment, or transfer of burial right shall be effected if there be any indebtedness due to the cemetery. St. Ambrose Catholic Church reserves "first right of refusal" to repurchase the burial right.

(2) The Cemetery reserves the right to insist upon at least 24 hours' notice prior to any interment and at least one week's notice prior to any disinterment or removal. No interment of more than two bodies shall be made in one grave, except in the case of a parent and child or two infants buried in one casket.

(3) Assignment is an order by the owner of a lot to allow the use of a space by a particular individual. Assignments must be honored by the cemetery as a directive of the owner, and cannot be changed by anyone except the owner. Such assignment by an owner may not be changed by the assignee,

or anyone else. In a case where the lot owner has deceased after making an assignment, and the assignee has no interest in the space, no re-assignment can be made, as an assignment is for exclusive use, rescindable only by the lot owner.

(4) In the event that an owner of burial rights shall die prior to assigning or disposing of such burial rights, and there have been no burials on said plot, title to such burial rights shall rest in the person designated by the deceased owner in his or her will; provided that the deceased owner has made specific reference to the burial rights in such will. Unless the cemetery has written notice of the existence of a will, it may be assumed that the owner has not effectively disposed of his or her burial rights by will, and the deceased person's burial rights shall be conveyed in accordance with the Indiana General Assembly Act.

(5) Right of Burial may be purchased only for the expected use of the purchaser and his/her immediate family, and may not be purchased for resale. The Cemetery reserves the right to disapprove a transfer or sale, if they feel there is any question that some relative has Right of Burial by law.

(6) It shall be the responsibility of the owner to notify St. Ambrose Catholic Church of any change in his/her address. Notice sent to a plot owner at the last address on file in the office of the cemetery shall be considered sufficient and proper legal notification.

(7) The cemetery reserves the right to purchase back property for the current price paid when deemed necessary.

(8) A plot may not be transferred after the death of the owners or after a burial has been made on said plot. No third party may act as agent for sale or transfer of any burial rights.

(9) Graves are limited to two graves to any one purchaser, unless special permission is given by the pastor or Cemetery Committee. Sale of lots will only be sold in sequential plot order as determined by the Cemetery Committee.

(10) The Cemetery hereby expressly reserves the right to adopt additional Rules & Regulations or to amend, alter or repeal these Rules & Regulations at any time. Sufficient notice will be given by the Cemetery of any rule change that will create expense, hardship or inconvenience to plot owners or other individuals having business with the Cemetery.

G. Fees

(1) The Cemetery Committee and the Parish Council have approved the following fees to be assessed individuals for the purchase of cemetery plots for in-ground burial or in-ground cremains (in a 4'x8' plot) in the Cemetery effective September 1, 2014.

Fee per 4'x 8' plot for one **In-Ground Burial:**
\$ 400.00

Fee per 8'x 8' plot for double **In-Ground Burial:**
\$ 800.00

Fee for **In-Ground Cremains Burial:**
\$ 50.00 with only a flat marker
\$ 200.00 for 2 cremains plots with headstone, equal to 1/2 single plot

AREA MONUMENT VENDORS:

Marshall Monument
Bob Strong
106 S. Water Street
Salem, IN 47167
812-883-2938

Voss Monuments
Mark Adams
316 North Chestnut Street
Seymour, IN 47274
812-522-5558

Fewell Monument Co.

161 W McClain Avenue
Scottsburg, IN 47170
800-356-5961

GRAVE SITE PREPARATIONS:

Dwight Wischmeier
7855 E County Road 100 S
Seymour, IN 47274
812-522-6844

In accordance with Indiana Code IC 23-14-58.5-1, section 1 (a), If a burial space has remained unused for a period of at least fifty years from the date of sale or last recorded designation or transfer, and has no improvements on the burial space, including the placement of a monument, memorial, or other permanent appurtenance, St. Ambrose Catholic Church may terminate the rights and interests of the owner of the burial space.

I have read the above rules and regulations and promise to abide by them, so help me God.

Lot # _____ Plot(s) # _____ Amount Paid \$ _____

Signature

Signature

Printed Name

Printed Name

Date

Date

Witness

Date