

**ST. MARY/ST. JOSEPH CEMETERY ASSOCIATION GUIDELINES  
PLANTERSVILLE/STONEHAM**

**PREAMBLE**

**Guidelines of St. Mary/St. Joseph Cemeteries, Plantersville/Stoneham, Texas, of the Archdiocese of Galveston-Houston.**

**For the mutual protection and benefit of site holders in the St. Mary's/St. Joseph's Cemetery, the Cemetery Association of St. Mary/St. Joseph hereby adopts the following guidelines and such amendments or alterations as shall be adopted by the Association or by the Bishop of the Catholic Archdiocese of Galveston-Houston in the future.**

**ARTICLE 1**

**Definitions**

- 1-A. The term "Association" shall mean the person or persons duly appointed or elected by the Pastor and/or members of St. Mary's/St. Joseph's parish for the purpose of administering the use and care of St/Mary's/St. Joseph's cemeteries.**
- 1-B. The term "care" shall mean that general care of the cemetery as herein defined.**
- 1-C. The term "Cemetery" as used herein shall mean all of the church property used for earth burials.**
- 1-D. "Grave" shall mean a space of ground in the cemetery used or intended to be used for the burial of human remains.**
- 1-E. "Interment" shall mean on earth burial.**
- 1-F. The term "site" shall mean a single grave.**
- 1-G. "Family" shall mean father, mother, children 18 years of age and younger living at home, unless full time students to age 23. Others living in the household will be determined as needed by the Pastor.**

**1-H. “Parishioner” shall mean a registered member of the parish issued Envelopes who supports the parish financially and attends Mass on a regular basis.**

## **ARTICLE 2**

### **Purpose of the Cemetery**

**2-A. The cemetery is intended for the interment of Catholics\* who are entitled to a Catholic Christian burial according to the rites of the Roman Catholic Church.**

**Any questions of the burial of a non-Catholic or any person not entitled to a Christian burial according to the rules and discipline of the Roman Catholic Church, shall be decided exclusively by the Pastor of St. Mary’s/St. Joseph’s Roman Catholic Church.**

**\*(Members, including family of members of St. Mary’s/St. Joseph’s parish or former members of the parish.)**

## **ARTICLE 3**

### **Arrangements for Interments**

**3-A. The Association shall have the right to request of those wishing to make a selection of a grave site, or arrange for an interment, to call on the parish/cemetery office in ample time to complete arrangements before closing time of said office.**

**3-B. No organizations, except those approved by the Archdiocese and the Parish, will be permitted to conduct services in the cemetery.**

**3-C. The Association shall not be liable for any order given by telephone, or any error occurring from the lack of proper instructions as to the size of the casket or as to the particular grave site location where interment is to be made. The Association reserves the right to make an equitable charge whenever additional labor costs result from such errors.**

**3-C. The Association shall not be liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with, or where such rules and regulations forbid such interment.**

## **ARTICLE 4**

### **Interment Procedures**

**4-A. All funerals shall be subject to and comply with the directions of the Association while they are within the cemetery.**

**4-B. The appropriate license must be presented to the Association before interment is completed.**

**4-C. The Association shall not be liable for the license, or be responsible for the accuracy of the data contained therein, or for the identity of the person to be interred.**

**4-D. The casket may not be opened at any time within the cemetery without the permission and in the presence of the Association.**

**4-E. The interment of cremated remains will be permitted only in accordance with Canon Law and Archdiocesan statutes.**

**4-F. No disinterment shall be permitted except with the permission of the Association, written permission of the next of kin, and with proper legal procedure. In certain cases, at the discretion of the Association, permission from the Chancery of the Archdiocese of Galveston-Houston may be required.**

**4-G. Only persons authorized by the Association shall be involved in making interments or removals unless the Association approves other arrangements.**

## **ARTICLE 5**

### **Correction of Errors**

**5-A. The Association reserves, and shall have, the right to correct any errors that may be made by either in making interments, disinterments, or in the description, transfer or conveyance of any rights or grave site.**

## ARTICLE 6

### Instructions to Grave Site Holders and Site Holder's Right's

- 6-A. Persons arranging for interments should visit the cemetery when the Association will assist them in effecting the necessary arrangements.**
- 6-B. The Association reserves the right to specify the terms of purchase of all interment rights in sites and the manner in which said right shall be held or exercised.**
- 6-C. No coping, curbing, fencing, hedging, borders or enclosures of any kind shall be allowed around any grave. The Association reserves the right to remove same, without notice, if so erected, planted, or placed.**
- 6-D. Digging around the perimeter of a memorial is prohibited and the Association is not responsible for damage done to a memorial where there is evidence of such digging.**
- 6-E. The Association reserves the right to permit or authorize the interment of more than one human remains in one grave.**
- 6-F. The cemetery grounds will be mowed and trimmed as needed by someone hired by the Association. The cost will be paid by the Cemetery Association.**
- 6-G. The planting of trees, shrubs or large plants must be approved by the Association. The responsibility for all flowers, fresh or artificial, lies with the parish member. Flowers will be placed in appropriate vases and containers. Flowers laid on the ground or stuck in the ground will be removed. Funeral flowers must be removed within seven days of the burial.**
- 6-H. Memorials that are broken must be repaired by the parish member or site holder. If necessary, the Association will send a letter to the appropriate person notifying him/her of the problem. If a response is not received within 30 days, the work may be done and charged to the parish member or site holder.**

**6-I. The use of the grave site is for the site holder or site holder's relatives for interment only, and not for resale or profit. The rights of interment in a grave site may be sold only to the St. Mary's/St. Joseph's Cemetery Association of the Archdiocese of Galveston-Houston.**

## **ARTICLE 7**

### **Service Charges and Payments**

**7-A. The Association shall have the right to fix a charge and time of payment for each interment, disinterment and for the performance of any other services rendered by the Association. All work in connection with such service shall be subject to the determination and supervision of the Association.**

**7-B. Any indebtedness due for the grave site or for work performed on the site, must be paid before an interment in the grave site may be made, and/or before any memorial may be erected.**

## **ARTICLE 8**

### **Care**

**8-A. The cemetery operated by the Cemetery Association of St. Mary's/St. Joseph's Parish is an income care cemetery. All monies received are used for cemetery purposes. Income care is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes cutting of grass and the cleaning and maintenance of roadways and walks, provided there are sufficient funds for these purposes.**

## **ARTICLE 9**

### **Memorials and Rules for Memorial Work**

**9-A. Memorial dealers shall abide by all rules and regulations of St. Mary's/St. Joseph's Cemetery.**

- 9-B. The Association reserves the right at all times to approve and prescribe the kind, size, design, symbolism, craftsmanship, quality and material of memorials, monuments or markers placed in the cemetery. All memorials are subject to the approval of the Association prior to their placement. Acceptance or rejection will be based upon such approval.**
- 9-C. The location and position in which a memorial is to be placed or erected on a site shall be entirely subject to the approval, and shall be under the supervision of the Association.**
- 9-D. The Association reserves, and shall have, the right to correct any error that may be made by any person or persons in the location of placing of a memorial in the cemetery.**

## **ARTICLE 10**

### **General**

- 10-A. The statement of any employee of St. Mary's/St. Joseph's parish shall not be binding upon the Association, except as such statement coincides with the document conveying the right of interment with attendant cost, and with these guidelines.**
- 10-B. St. Mary's/St. Joseph's Cemetery, through it's Association, reserves the right, without notice, to make temporary exceptions, suspensions or modifications of any of these guidelines, when, in it's judgment, the same appears advisable and such temporary exception suspension or modification shall in no way be considered as affecting the general application of such rules and regulations.**
- 10-C. In all matters not specifically covered by these guidelines, the Association reserves the right at any time and from time to time to change, amend, alter, repeal, rescind or add to these guidelines, or to adopt any new guidelines.**
- 10-D. Grave sites can be reserved for family members per the definition. Any additional reserved sites require a fee of \$600 each.**

- 10-E. Two cremated remains can occupy one grave site at the cost of one grave.**
- 10-F. An indigent section has been designated within the cemetery. The Pastor will determine if an individual is indigent since no fee will be charged to indigent persons.**
- In consideration for the no fee grave site, no memorials may erected on an indigent grave site and indigent grave sites cannot be reserved.**
- 10-G. The Association has established an appeals process regarding these guidelines. Anyone with an objection must make the appeal in writing to the Association. The Association will review and rule on the appeal. There will be no personal, face to face appeals to the Association.**

### **ST. MARY'S CEMETERY FEES**

**Parishioners who reserved grave sites per the family definition before the implementation of these guidelines have no further financial obligations regarding those sites.**

**The cost of grave sites reserved after the implantation of the guidelines will be according to the new fee schedules.**

### **ST. MARY'S FEE SCHEDULE**

**\$800.00 per grave for eligible parish members per the definition, including reserved sites.**

**\$3,500.00 for non parish members who have some connection to the parish such as being former members or having relatives in the parish.**

**Non parish members with no connection to the parish will not be eligible for burial in the cemetery.**

## **ST. JOSEPH'S CEMETERY FEES**

**Parishioners who reserved grave sites per the family definition before the implementation of these guidelines have no further financial obligations regarding those sites.**

**The cost of grave sites reserved after the implantation of the guidelines will be according to the new fee schedules.**

### **ST. JOSEPH'S FEE SCHEDULE**

**\$200.00 per grave for eligible parish members per the definition, including reserved sites.**

**\$600.00 for non parish members who have some connection to the parish such as being former members or having relatives in the parish.**

**Non parish members with no connection to the parish will not be eligible for burial in the cemetery.**

**The above guidelines were approved by the St. Mary's/St. Joseph's Cemetery Associations of the Archdiocese of Galveston-Houston.**