

DIOCESE OF MANCHESTER



**CEMETERY**

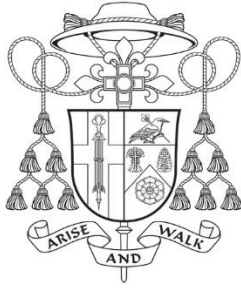
RULES AND REGULATIONS

2021



# TABLE OF CONTENTS

<b>BISHOP LIBASCI'S MESSAGE</b> .....	3
<b>PREAMBLE</b> .....	4
<b>MISSION STATEMENT</b> .....	5
 <b>ARTICLES</b>	
Article I: Purpose of Cemeteries .....	6
Article II: Admission to Cemetery Properties .....	6
Article III: Ceremonies .....	6
Article IV: Arrangements for Interment/Entombment/Inurnment .....	7
Article V: Interment/Entombment/Inurnment Procedures .....	7
Article VI: Disinterment and Reinterment Procedures .....	8
Article VII: Right to Correct Errors .....	10
Article VIII: Information on Lot Holder Rights and Burial Rights .....	11
Article IX: Heirship .....	12
Article X: Multiple Interments/Inurnments .....	15
Article XI: Right to Replat .....	15
Article XII: Easements .....	16
Article XIII: Service Charges .....	16
Article XIV: Use of Cemetery .....	16
Article XV: Conduct in the Cemetery .....	17
Article XVI: Grading, Landscaping and Improvements .....	18
Article XVII: Cemetery Hours .....	18
Article XVIII: Independent Contractors .....	18
Article XIX: Employees .....	19
Article XX: Loss or Damage .....	19
Article XXI: Care .....	20
Article XXII: Mausoleums .....	20
Article XXIII: Columbaria .....	21
Article XXIV: Receiving Vaults .....	21
Article XXV: Green Burials .....	22
Article XXVI: Memorials and Rules for Memorial Work .....	23
Article XXVII: Additional Information .....	26
Article XXVIII: Definition of Terms .....	28



## OFFICE OF THE BISHOP DIOCESE OF MANCHESTER

Dear Brothers and Sisters in Christ:

Since the Sacred Body of our Crucified Savior was reverently laid in the tomb awaiting its glorious Resurrection, the Church has been most solicitous to surround the burial of those who hope to rise with Christ with an atmosphere of deep Christian faith and profound reverence. In the Mass and committal prayers, the Church gives voice to her belief in the Christian doctrines of the Resurrection of the Body, the Communion of Saints, and Life Everlasting, but as a further seal and symbol of that faith, she sets apart and solemnly blesses the place in which the bodies of her faithful departed await the day of Resurrection.

The Roman Catholic Church in New Hampshire has set aside Roman Catholic Cemeteries located throughout the State of New Hampshire as sacred ground, the resting places of the faithful when they die. Roman Catholic Cemeteries are more than burial grounds. They are places of worship, prayer and meditation, monuments to our faith and witness to life everlasting. They are places where individuals come not only to mourn their deceased family and friends but to find hope and peace.

In the earliest days, Mother Church found it necessary to establish rules and regulations which would protect these sacred places and the relics laid therein. She could not and would not allow anything within the holy precincts which would desecrate them, lessen their beauty, or bring dishonor on the dead.

For the foregoing reasons, the following Diocese of Manchester Cemetery Rules and Regulations (rules and regulations) are adopted for all Roman Catholic cemeteries within the Diocese of Manchester. These rules and regulations apply to all lots, all those who hold a lot, crypt or tomb, and all visitors to the cemeteries. These rules and regulations may be amended, revised, or supplemented as changing conditions dictate.

Throughout all of our Christian history, the Church has encouraged its people to honor the dead in deed and memory. We invite you to come and pray for the faithful departed and to help make the Roman Catholic Cemeteries in the Diocese of Manchester dignified places of Christian burial and prayer.

Sincerely in Christ,

Most Reverend Peter A. Libasci  
Bishop of Manchester

# PREAMBLE

The Diocese of Manchester Cemetery Rules and Regulations (herein rules and regulations) are established as part of the Church's commitment to respect the dignity of every human person and preserve and beautify the sacred resting places of the faithful departed. They are intended not as restraining, but rather as defining an orderly plan of operation, care and maintenance, and are designed to ensure compliance with the practices, rituals, and procedures of the Roman Catholic Church, the Diocese of Manchester, NH Office for Worship *Guidelines for Christian Funerals, Cremation & Burial*,<sup>1</sup> and the *1983 Code of Canon Law*. If a conflict or inconsistency arises between these rules and regulations or Canon Law, Canon Law applies. These rules and regulations are also compatible with the civil laws of the state and federal government.<sup>2</sup>

In addition to these rules and regulations cemetery management (management) reserves the right to establish cemetery specific supplemental rules (also sometimes referred to as supplemental rules) and use its judgment to make decisions, and such supplemental rules, procedures, and determinations shall be binding upon the lot or crypt holder (lot holder), visitor, and all parties concerned.

These rules and regulations, the cemetery specific supplemental rules, and any amendments, alterations, and additions adopted by management or the Bishop of Manchester, now in effect or which may hereafter become effective, shall apply to all lots, all those people who hold a lot license for a lot, crypt, or tomb, and all visitors to the Roman Catholic cemeteries. The management and the Diocese of Manchester, NH reserve the exclusive and sole discretion to define, interpret, apply, and enforce these rules and regulations and any cemetery specific supplemental rules in all circumstances.

Due to ever-changing conditions, management in consultation with the Diocese of Manchester, NH reserves the right to change, modify, and rescind cemetery specific supplemental rules and to change all service charges. These changes, modifications, and rescissions automatically apply to all lot licenses, whether the licenses were issued prior or subsequent to their adoption. Should there be a conflict or inconsistency between these rules and regulations and the cemetery specific supplemental rules, the conflict or inconsistency will be resolved by both the Diocese of Manchester, NH and cemetery management. In addition, from time to time, the management in consultation with the Diocese of Manchester, NH reserves the right to waive one (1) or more of these rules and regulations or cemetery specific supplemental rules under circumstances determined in their sole discretion.

The information contained in the Preamble is also part of the rules and regulations as noted in the Articles of this document. Questions regarding any of the rules and regulations contained in this document should be directed to management or to the Diocese of Manchester, NH Cemetery Office.

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<sup>1</sup> The *Guidelines for Christian Funerals, Cremation & Burial* can be obtained by calling the Diocesan of Manchester, NH.

<sup>2</sup> NH law defines a "cemetery" as a "cemetery owned, managed, or controlled by any municipality within this state or owned and managed by any nonprofit cemetery corporation chartered by the state." RSA 289:1. Cemeteries, mausoleums, and columbaria owned, managed, or controlled by religious institutions are considered to be "burial grounds." *Id.* Thus, some NH laws applicable to municipal cemeteries may not be applicable to Roman Catholic cemeteries.

## **MISSION STATEMENT**

The Roman Catholic cemeteries within the Diocese of Manchester, NH carry out the sacred duty of providing a dignified Christian burial for all of our beloved faithful departed.

We dedicate ourselves to the reverential function of burying the dead and ensuring the respectful care for the grounds in which their mortal remains rest.

We are committed to comforting the sorrowful and promoting a spirit of Christian compassion and counsel through liturgical celebrations and other opportunities for traditional Roman Catholic prayer in the cemetery.

We confirm our responsibility for stewardship of the resources of our Cemeteries, and our fulfillment of the Church's mission under the direction of the Bishop of Manchester.

We proclaim through our words and actions the sacredness of the human body, our belief in the Resurrection, and our hope in Our Lord's promise of eternal life.

# ARTICLES

Definitions for many of the terms used throughout these rules and regulations are in **Article XXVIII: Definition of Terms.**

## **Article 1: Purpose of Cemeteries**

Cemeteries are intended for the interment of Catholics who have the right to Christian burial according to the rites, rules and disciplines of the Roman Catholic Church and the regulations of the Diocese of Manchester, NH. Cemeteries are designated for the interment, entombment and inurnment of properly prepared human remains. In addition to practicing Catholics, those who have not been active in the Catholic faith or those of another Christian faith may be buried in a Roman Catholic cemetery. Non-Catholic spouses and family members of Catholics may be buried in a Roman Catholic cemetery. Management, in its sole discretion, shall apply the rules and norms of the Roman Catholic Church in determining whether a non-Catholic may be buried in a Roman Catholic cemetery.

Catholic cemeteries are sacred ground and are to reflect Catholic Christian values including on all graves and memorials (monuments, markers, etc.). As stated in Article XXVI: Memorials and Rules for Memorial Work, if symbolism and inscriptions are used, they are to be Christian, and reflective of Christian values.

## **Article II: Admission to Cemetery Properties**

Management, in its sole discretion, reserves the right to refuse admission to any cemetery and to refuse the use of any of the cemetery's facilities at any time to any person or persons, as the rules and regulations, cemetery specific supplemental rules, judgment and tradition may dictate. All roads, entrances, and land within the confines of the cemetery are private property, and entrance is limited to persons authorized by management. At management's discretion, the cemetery may be closed for inclement weather and/or if there are unsafe conditions.

## **Article III: Ceremonies**

- A. Only those services and ceremonies that are consistent with the teachings and liturgy of the Roman Catholic Church and the rules and guidelines of the Diocese of Manchester, NH, including, but not limited to, the Office for Worship *Guidelines for Christian Funerals, Cremation & Burial*, may be conducted or celebrated within the cemetery.
- B. As noted in the *Guidelines for Christian Funerals, Cremation & Burial*, those individuals buried in a Catholic cemetery that are of another Christian faith, or non-Catholic spouses and family members of Catholics, may have either a priest, deacon or a minister of their faith tradition celebrate the particular ritual for commendation and burial, as long as they are preapproved by management and when possible, a Catholic priest or deacon is present.
- C. No organization except those approved by management will be permitted to conduct services or ceremonies in the cemetery. Arrangements for all ceremonies, including but not limited to

Committal Services, Veteran Observances, and celebrations of the Eucharist must be made with and approved in advance by management.

- D. Secular activities, such as military rites, salutes, flag draping, or a secular song are permitted as long as they do not deny belief in the resurrection or in the divinity of Jesus Christ.
- E. Rituals that deny belief in the resurrection of the body or the divinity of Jesus Christ may not take place in Roman Catholic cemeteries, or over any grave in said cemeteries (e.g., New Age, Wicca or native rituals).
- F. Ceremonies, epitaphs, or any secularly or socially prevalent customs that overtly or tacitly reflect approval of pagan (anti-Christian) beliefs will not take place in Roman Catholic cemeteries or over any grave in said cemetery.

**Article IV: Arrangements for Interment/Entombment/Inurnment**

- A. Persons arranging for interments, entombments or inurnments should visit the parish cemetery office where management will aid them in effecting the necessary arrangements.
- B. Making arrangements relative to the opening of a burial space requires notice several days in advance. Management shall have the right to request that those wishing to arrange for an interment, entombment or inurnment call the parish cemetery office in ample time so the cemetery may complete arrangements relative to the opening of the burial space. If a Funeral Director or other Agent is representing the lot holder, the arrangements made with management are binding on said lot holder.
- C. Management shall not be responsible for any order given by telephone or any mistake occurring from the lack of proper instructions as to the size of the casket or as to the particular grave or crypt location where interment, entombment or inurnment is to be made. Management reserves the right to charge a reasonable fee whenever additional labor or administrative costs result from such errors.
- D. Management shall in no way be liable for any delay in the interment, entombment or inurnment of the human remains where a protest has been made, or where the rules and regulations or cemetery specific rules and regulations have not been complied with, or where the rules and regulations or cemetery specific rules and regulations shall forbid interment, entombment or inurnment. Further, management reserves the right, under such circumstances, to place the human remains in a receiving vault until full rights have been determined. Any protest shall be in writing and filed with the parish cemetery office.

**Article V: Interment/Entombment/Inurnment Procedures**

- A. All funerals shall be under the exclusive charge and sole direction of management while they take place within the cemetery grounds.
- B. A burial permit for each funeral from the local, county, or state authority having jurisdiction of the matter must be presented to management before the interment, entombment or inurnment is completed. Management is not responsible for obtaining the permit, for the accuracy of the data

contained in said permit, or for determining the identity of the person to be interred, entombed or inurned.

- C. A casket may not be opened at any time within the cemetery without the express permission (and in the presence) of management. Management reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without an order from a court or other duly constituted civil authority having jurisdiction.
- D. The interment of cremated remains shall be permitted only in accordance with the provisions of Canon Law and diocesan guidelines, including the *Guidelines for Christian Funerals, Cremation & Burials*. Cremated remains must be placed intact in a non-biodegradable sealed urn or container before burial. While burial vaults are required for full body burials, management reserves the right to require burial vaults for cremated remains. Cremated remains of more than one (1) individual are not to be combined and are to have their own sealed urn or container. Management reserves the right to allow for one (1) non-biodegradable container with two (2) urns as long as the cremains of each individual are separated. In addition, cremated remains are not to be separated or scattered within the cemetery.
- E. Management reserves the right to designate the hour and manner in which interment, entombment and inurnment will or will not be permitted.
- F. All interments, entombments and inurnments are subject to fees as set forth in the price guidelines fixed by management.
- G. All interments, entombments and inurnments must comply with all applicable local, county, and state laws and regulations.
- H. Only cemetery personnel and equipment, or those authorized by management, shall be used in performing interment, entombment or inurnment services.
- I. Management has the sole and exclusive discretion to prevent an interment should there be items in the casket or burial container that could cause harm to individuals visiting the cemetery, cemetery staff, or the cemetery itself, such as firearms, explosives or other weapons.
- J. Management or personnel shall not be held responsible for damages or injuries resulting from defects in burial containers when they set or seal said units or maintain the same.

#### **Article VI: Disinterment and Reinterment Procedures**

- A. Disinterment and reinterment must comply with all applicable local, county, state laws and regulations, including when applicable to receive a permit from the department of state, countersigned by the local health officer, and only in accordance with such permit. Disinterment is the removal of remains from a grave, tomb, or niche for the purposes of burial in another location. The term disinterment in these rules and regulations includes the removal of full body remains from a grave or tomb, and the removal of cremated remains for the purpose of burial in another location. Management has the right to require individuals requesting a disinterment of a full body, which includes transit to a different cemetery, to engage a funeral director to assist in obtaining the permit. Unless the management is initiating the disinterment process, management



is not responsible for obtaining the permit, or for the accuracy of the data contained in said permit.

1. As required by law, a permit is required for a full body disinterment, transit, and reinterment when the deceased is moved to a different cemetery.
  2. As required by law, before a disinterment permit is granted, the surviving spouse, parents, and children, who are eighteen (18) years of age or older, of the deceased human being shall be given written notice by certified mail of the disinterment request and shall be afforded ten (10) days from receipt of the written notice to object to the disinterment before the permit is issued. An issuance of a disinterment permit shall be a presumption of management that notification was given in compliance with the law. Management is not responsible for the notification, or for the accuracy of the data contained in said notification.
  3. Provided the deceased has a valid burial permit, a permit for disinterment is not required for removal of the deceased from a tomb or receiving vault for purposes such as a burial in the spring or removal within the geographic boundaries of the same cemetery. In addition, a permit is not required for the disinterment of cremated remains. **However, disinterment will comply with the rules and regulations as noted in paragraph B. in this Article.**
- B. In addition to issuance of the permit for disinterment as noted in A. in this article (if applicable), no disinterment or removal of a full body, cremated remains, or for reinterment in the same cemetery (or for reinterment in a different cemetery) shall be allowed except with:
1. permission of management;
  2. written permission from the lot holder(s);
  3. written permission from the next-of-kin. If the next-of-kin is two (2) or more persons with the same relationship to the deceased, the majority of the next-of-kin as defined in Article XXVIII: Definition of Terms are required for permission. (In circumstances where the deceased individual has designated a person to have custody and control of his/her body in writing, then the written designation is required while the permission from the next-of-kin is not required); *and*
  4. written permission from *all* the heirs of the same degree of the deceased as defined in Article XXVIII: Definition of Terms. (For more information on the rules pertaining to heirship, see Article IX: Heirship).

Written permission as noted in this paragraph is not required for removal of a deceased body from a tomb or receiving vault for the purpose such as burial in the spring.

- C. All documents shall be executed according to proper legal procedures as determined by management.
- D. Management reserves the right to designate the hour and manner in which disinterment or reinterment will or will not be permitted.
- E. In order to have documentation for future inquiries and ensure compliance with the practices of the Catholic Church, management may reserve the right to inquire about the reason for disinterment and/or that the disinterment is consistent with the deceased wishes.

- F. Disinterment is subject to fees as set forth by management.
- G. It is strongly recommended that a Catholic priest or deacon (if available) be present and offer prayers at the disinterment.
- H. Only cemetery personnel and equipment, or those authorized by management, shall be used for disinterment, reinterment, and performing removals.
- I. Management shall exercise care in making a disinterment and removal, but shall assume no liability whatsoever for the damage to any casket, outer burial container, or memorial incurred in making the disinterment, removal, or reinterment.
- J. During disinterment or reinterment, a person or persons (not including cemetery employees), independent contractors or their agents who cause damage to lots, memorials, walks, drives, trees, shrubs, curbing, or other property, will be responsible to repair the damage to the satisfaction of management. If not promptly repaired, management may, but is not obligated to, make the necessary repairs. The cost of such repairs shall be borne by the person or persons, independent contractor or their agents that caused the damage.
- K. If there is a dispute regarding the disinterment of remains, the disputing parties may file a petition in a New Hampshire court of competent jurisdiction asking the court to make a determination in a proceeding to be commenced at the expense of the disputing parties.

**Article VII: Right to Correct Errors**

- A. Management strives at all times to be accurate in describing and transferring lot holder rights or burial rights, and in conducting interment, disinterment, removals, and the placement of memorials (monuments, markers, etc.). However, recognizing that even with the best intentions mistakes may be made, management reserves and shall have, the right to correct any errors that may be made by it in conducting interment, disinterment, or removals, or in the description or transfer of lot holder rights or burial rights.
- B. Reasonable effort will be made to contact the lot holder(s) or heir(s) at their last known address as recorded in the cemetery files thirty (30) days prior to any correction being made. In the event that contact cannot be made prior to a correction being made, management will within thirty (30) days following the correction, notify the lot holder(s) or heir(s) at their last known address as recorded in the cemetery files about the correction made. Notification could include one of the following: phone, mail, or e-mail.
- C. In correcting any error, the lot holder hereby authorizes management to substitute a lot of equal value and similar location or may refund money paid on account of said purchase. Management, in consultation with the Diocese of Manchester, NH, reserves the right to, and the lot holder authorizes management to, remove and re-inter the remains in the substituted lot within that cemetery. In addition, the lot holder hereby authorizes management to move a memorial to the correct location.

## **Article VIII: Information on Lot Holders Rights and Burial Rights**

- A. Lot holder rights and burial rights are defined in Article IX: Heirship as well as in Article XXVIII: Definition of Terms. Lot holder rights and burial rights specifically address the right to be buried and does not in any way convey ownership or right to the land.
- B. Management reserves the right to specify the terms of purchase of all burial rights and lot holder rights in lots, graves, mausoleum crypts, niches and the manner in which said rights should be held or exercised.
- C. Should the lot or crypt holder fail to carry out the terms of the purchase agreement, after due notice, management may declare said agreement canceled and lot holder rights in and to the lot, or mausoleum crypt, or niche forfeited. In the event of such default for lots, management reserves and shall have the right, and lot holder by defaulting hereby authorizes management in consultation with the Diocese of Manchester, NH to have the right to remove immediately or any time thereafter, without notice and at its discretion each of the remains then interred in said lot to single graves within that cemetery to be chosen by management. Management shall also have the right, and lot holder by defaulting hereby authorizes management to have the right, to remove any memorial on said lot.
- D. All grave interments for full body burials shall be made in an approved outer container/vault (burial vault) constructed in accordance with specifications determined by management. In the case of cremations, the remains must be placed in a non-biodegradable container or urn. Management reserves the right to require burial vaults for cremated remains.
- E. Neither the lot holder, family, nor other individuals will dig around, or near the memorial. In addition, digging up or picking flowers, plants, shrubs or other items in the cemetery is prohibited, unless approved by management. All such unapproved digging is prohibited and management is not responsible for damage to memorials, or the lot itself, when there is evidence of such digging.
- F. The use of a lot is for the lot holder, the lot holder's family, or designee for interment only, and the burial rights and lot holder rights granted therein are not transferable for sale or for profit to third parties. The burial rights in an unoccupied portion of a lot may only be resold to the cemetery at the price originally paid less a service fee; however, management is under no obligation to purchase that unoccupied lot offered to management by a lot holder.
- G. The lot holder may designate lot holder rights to a family member(s) to control the lot after his/her death. Said designation is to be in writing, signed by the lot holder(s), and subject to management approval. In the event there is no written designation, then the lot holder rights will pass upon death to the lot holder's family pursuant to Article IX: Heirship.
- H. It shall be the duty of the lot holder to notify management of any change in his/her mailing address. Notice sent to a lot holder at the last address in management's records shall be considered sufficient legal notification.
- I. Upon written request to management, research for family specific burial information and access to family specific burial records will be provided to the heirs and next-of-kin of the deceased as defined in Article XXVIII: Definition of Terms, in a manner as management determines appropriate. Management is not required to provide burial information to non-family members. Research for burial information and access to burial records requested from non-family members

may be provided at the management's discretion, under management's supervision, and at a time designated by management. Management reserves the right to charge a fee for research of burial records.

- J. Whenever a grave or lot have remained unused for a period of fifty (50) years, and the lot holder or the heirs of the original lot holder (as defined in Article XXVIII: Definition of Terms), have not improved such space or spaces by causing a memorial, monument, marker, gravestone, or other permanent appurtenance to be placed on the burial space, the management may institute proceedings for the termination and forfeiture of the lot holder rights or the rights of his/her heir(s). Management will send notice of the intent to terminate and forfeit lot holder rights to the original lot holder or the original lot holder's heirs of the same degree, at the last known address in the cemetery records, by either: hand delivery, sent by courier, or sent by certified mail with return receipt requested. Notice shall be deemed to be received properly when hand delivered or given by courier, or five (5) days after the date when mail for notice was sent by certified mail. If no response is received within sixty (60) days, and after consulting with the Diocese of Manchester, NH, the rights of the original lot holder and the rights of the original lot holder's heirs, may be declared abandoned and voided by management, and the space sold to a new owner. Any lot holder contacting the management after the space has been resold shall be reimbursed the amount originally paid for the lot.

#### **Article IX: Heirship**

- A. The lot holder(s) as used in this Article IX shall be defined as in Article XXVIII: Definition of Terms. Subject to compliance with these rules and regulations, the lot holder(s) right(s) are to:
1. be buried in the lot;
  2. designate in writing individuals to be buried in graves (burial rights);
  3. designate in writing to family members the rights and control of the lot after his/her death (lot holder rights). In the event there is no written designation, then the lot holder rights will pass on death to the lot holder's family pursuant to these rules and regulations;
  4. be part of the disinterment process, as defined in Article VI: Disinterment and Reinterment Procedures;
  5. make decisions regarding memorials (monuments or markers) as long as decisions on memorials agree with Article XXVI: Memorials and Rules for Memorial Work; and
  6. such other rights as specified in these rules and regulations.
- B. Heirs are defined as lineal descendants or ascendants of the original lot holder (as defined in Article XXVIII: Definition of Terms), that are of the direct bloodline, such as children, grandchildren, great-grandchildren etc., and could also include parents and brothers/sisters etc. In addition, the use of the term heirs in these rules and regulations also include legally adopted individuals such as children, grandchildren, and great-grandchildren. The definition of the word heirs for the purposes of these rules and regulations do not include stepchildren.
- C. Upon the death of the original lot holder, the current spouse of the original lot holder, has a vested right of burial of his/her remains in the lot, upon that spouse's death, which right will terminate upon the spouse's remarriage or divorce, unless the lot was purchased or designated in the name of both parties on the lot license.
- D. This paragraph addresses written joint tenancy. In the original issuance of the lot license to two (2) or more persons named as joint tenants in the lot license, each tenant has a vested right of

burial in the lot conveyed. Upon the death of a joint tenant, the lot holder rights held in joint tenancy immediately vests in the surviving joint tenant or tenants, subject to the vested right of burial of the remains of the deceased joint tenant and the surviving spouse of the deceased joint tenant (see paragraph C. above).

- E. Burial rights include the right to be buried in a grave, right of entombment in a mausoleum, or right of burial of cremated remains in the ground or niche (inurnment). These rights are attained either by the purchase of a lot license, by designation, or by inheritance. Burial rights designated in writing to a specific individual by a lot holder will be considered the right of the named individual to be buried in that grave. The intent of a grave designation is for the burial of the person designated. Only this individual can be buried in this designated grave and the right to be buried in that grave does not pass to their spouse or heirs. In the event it is not used for this purpose or if the designated individual is buried elsewhere, his/her right to be buried will be considered relinquished and the right to be buried in the grave will revert to the original lot holder or his/her heirs.
  - 1. If the person designated is buried in the designated grave and if the cemetery rules permit burial of cremated remains in that grave along with the designated individual, the decision as to the cremated remains permitted to be placed in that grave only is retained by the original lot holder or his/her heirs and does not pass to the buried designated person's spouse or his/her heirs.
  
- F. Subject to these rules and regulations, on the death of a lot holder, any and all rights of the lot holder as defined in paragraph A. above shall pass in succession in the following order of priority:
  - 1. If the lot holder shall have filed specific written instructions with management (or stated specific instructions in a trust), management will follow said instructions so long as the management determines that the instructions are definite, reasonable, and practical as well as in keeping with Canon Law and the teachings of the Roman Catholic Church. All instructions are subject to the vested right of burial of the surviving spouse of the original lot holder as noted in paragraph C. above. If the lot holder has not designated burial rights or lot holder rights in writing during his/her lifetime, then the lot holder ownership is transferred pursuant to the rules noted below.
  
  - 2. If subsequent to providing specific written instructions to management (or in a trust), the lot holder leaves different instructions in his/her written duly probated last will and testament (Will) providing the burial rights or lot holder rights, the specific written instructions in the probated Will controls so long as they do not conflict with these rules and regulations, with Canon Law and the teachings of the Roman Catholic Church, or the vested rights of burial of the surviving spouse of the original lot holder as noted in paragraph C. above. The specific instructions must be in a probated Will, naming an individual or individuals, and specify the rights transferred to the named beneficiaries. Absent special circumstances as determined by management in consultation with the Diocese of Manchester, NH, a non-specific residuary clause in a probated Will or in a trust as the term residuary clause is defined in Article XXVIII: Definition of Terms, will not be considered binding on management to transfer lot holder's rights. If the lot holder has not designated burial rights or lot holder rights through specific instructions in a probated Will or in a trust, then the lot holder ownership is transferred pursuant to the rules noted below.

3. To the extent there is a dispute among individuals claiming rights of the lot under specific written instructions in a *non*-probated Will or specific written instructions in a trust, management in consultation with the Diocese of Manchester, NH shall determine how lot holders rights are transferred, so long as they are consistent with Canon Law and the teachings of the Roman Catholic Church, and do not conflict with the vested rights of burial of the surviving spouse of the original lot holder as noted in paragraph C. This includes the right of management in consultation with the Diocese of Manchester, NH to require that the parties obtain a resolution in a New Hampshire court of competent jurisdiction. Absent special circumstances as determined by management in consultation with the Diocese of Manchester, NH, a non-specific residuary clause in a non-probated Will or in a trust will not be considered binding on management to transfer lot holder's rights.
4. In the absence of valid and sufficient instructions filed by the lot holder as noted in paragraph F. numbers 1-3 above, the lot holder rights will be passed to that spouse of the original lot holder who was the spouse **at the time of purchase** of the lot license provided he/she was still married at the time of the original lot holder's death. If due to death that spouse does not survive the original lot holder, then the lot holder rights pass to the original lot holder's heirs as noted in paragraph F. 5-10 below. The rights of that spouse will also terminate upon that spouse's remarriage or divorce, unless the lot license was in the name of both spouses. If that spouse remarries after the death of the lot holder, the lot holder rights pass to the heirs of the original lot holder as noted in paragraph F.5-10 below in these rules and regulations unless the lot license was in the name of both spouses.
5. Should paragraph F. 1-4 not apply, the lot holder rights pass equally to the surviving children, which include legally adopted children, of the original lot holder.
6. Should paragraph F. 1-5 not apply, the lot holder rights pass equally to the surviving grandchildren, which include legally adopted grandchildren, of the original lot holder.
7. Should paragraph F. 1-6 not apply, the lot holder rights pass equally to the surviving great-grandchildren, which include legally adopted great-grandchildren, of the original lot holder.
8. Should paragraph F. 1-7 not apply, and if there are no other surviving issue of the original lot holder, the lot holder rights pass equally to the parents of the original lot holder. For the purpose of these rules and regulations, issue shall be defined as lineal descendants of the original lot holder that are of the direct bloodline such as children, grandchildren, great-grandchildren, great-great-grandchildren, etc.. In addition, the use of the term issue in these rules and regulations also include legally adopted individuals such as children, grandchildren, great-grandchildren etc.. The term issue for the purposes of these rules and regulations does not include stepchildren or ascendants (parents, brothers/sisters etc.).
9. Should paragraph F. 1-8 not apply, and if there are no other surviving issue of the original lot holder, the lot holder rights pass equally to the brother(s) or sister(s) who are heirs of the of the original lot holder.
10. Should paragraph F. 1-9 not apply, and if there are no other surviving issue of the original lot holder, the lot holder rights pass equally to the nephew(s) and niece(s) who are heirs of the original lot holder.

- G. Any time there is more than one (1) heir of the same degree as identified in paragraph F. 5-10 above sharing the burial rights and/or the lot holder rights, each heir shares equally and jointly in the burial right in the grave or lot holder rights as long as a vacant grave remains. Heir of the same degree is defined in the Article XXVIII: Definition of Terms. Written authorization for burial of any heir shall be required from all surviving heirs of the same degree, unless otherwise ordered by a New Hampshire court of competent jurisdiction under paragraph I. below. An heir may release his/her rights at any time. In addition, an heir may designate his/her rights with written approval of the other heirs of the same degree.
- H. The spouse of an heir or any non-heir may not be interred in the grave, lot or crypt except upon the written approval of **all** the other heirs of the same degree.
- I. If there is a dispute between the heirs about burial rights or lot holder rights, the rights may be determined by a New Hampshire court of competent jurisdiction, consistent with the application of these rules, in a proceeding commenced at the expense of the disputing parties.

**Article X: Multiple Interments/Inurnments**

- A. Management reserves the right to permit or authorize the interment of more than one (1) human remains in one (1) grave or crypt. A corresponding fee will be required, as determined by management as part of the stated cemetery charges. Written permission from the lot holder(s) will be obtained prior to authorizing multiple interments. When the grave is occupied, written permission from the next-of-kin of the deceased may also be required. In circumstances where the deceased individual occupying the grave has designated a person to have custody and control of his/her body in writing, then permission from that individual is required while the permission from the next-of-kin is not required.
- B. In the event that two (2) persons wish to occupy the same grave, prior to one (1) being deceased, permission must be sought from management in advance of a burial. This allows for proper placement of casket and urn.
- C. Memorials for multiple interments must be made according to these rules and regulations and cemetery specific supplemental rules.

**Article XI: Right to Replat**

Management has the right, subject to applicable laws, to modify grave arrangements when in their judgment this becomes necessary. Replatting includes the following activities:

- A. Re-survey, enlarge, diminish, replat, alter in shape or size, or otherwise change all or any portion of the cemetery.
- B. Lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, so long as access to and from any lot is afforded to the lot holder.

## **Article XII: Easements**

Management, their agents and employees shall have easements and perpetual rights of way over and through all of said cemetery premises for landscaping and for the purpose of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric lines, communication lines, or utility lines.

No easement or burial right is granted or given to any lot holder in any road, drive, alleyway, or walkway within the cemetery. However, so long as management devotes to the cemetery the use of a road, drive, alleyway or walkway, lot holders shall have a revocable access license (and not an easement) to the use thereof for access purposes.

## **Article XIII: Service Charges**

Management shall have a right to fix a charge and time of payment for each interment (including additional inurnments in the same grave), disinterment, removal, lot, crypt, niche transferred or released, and for the performance of any other service rendered by management; and all work in connection with such service shall be subject to the determination and supervision of said management.

Any indebtedness due for work performed on a lot, crypt, or niche must be paid before an interment, inurnment or entombment may be made, or before any memorial may be erected.

## **Article XIV: Use of Cemetery**

Roman Catholic cemeteries are holy places and an extension of the Church. These sacred grounds are consecrated by the Church and dedicated as a place of prayer and dignity for our faithful departed. Quiet reverence and respect for other people visiting the resting sites of their loved ones should be maintained at all times.

- A. Visitors – Visitors within the cemetery shall use only the roads, drives, and walkways, unless it is necessary to walk on the grass to gain access to one's lot. Management expressly disclaims liability for any injuries sustained by anyone violating this rule.
- B. Trespassers – Only the lot holder and his/her relatives or friends shall be permitted on a lot in the cemetery. Any other person thereon shall be considered a trespasser, and management shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- C. Children – Children under fifteen (15) years of age are not permitted within the cemetery unless accompanied by a supervising adult.
- D. Animals – Animals are not allowed in the cemetery or in any buildings in the cemetery. (Exception: Specially trained service animals are allowed).
- E. Lawns – Lawns shall not be disturbed for any purpose except under the supervision and approval of management.



- F. Lot Borders - No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around the lot. Management reserves the right to remove same, without notice, if installed.
- G. Ornaments and Flower Vases – Management reserves the right to regulate the method of decorations of lots so that uniform beauty is maintained. Unless otherwise noted in the cemetery specific supplemental rules, the use of statues, silk/fake flowers, boxes, shells, coins, gourds, toys, metal designs, ornaments, vases, votive candles, glass, plastic, concrete, vigil lights, Christmas decorations, crockery jars and containers, wood or metal cases, potted plants, balloons, pinwheels, lawn ornaments, bric-a-brac of any description, etc. will not be permitted on any lot and any such articles will be removed by management. In addition, should these ornaments be placed on the cemetery property in violation of these rules and/or cemetery specific supplemental rules, the cemetery shall not be responsible for the damage or loss of any of these items at any time. Memorial Day floral arrangements and/or decorations must be placed on the base of the memorial (monument) or placed on an extension to that base. Unless otherwise noted in the cemetery specific supplemental rules, Memorial Day floral arrangements and/or decorations may be placed seven (7) days before the federal holiday and removed from the cemetery by June 10.
- H. Water Usage – With permission from management, and unless otherwise noted in the cemetery specific supplemental rules, the use of water spigots may be used for the watering of Memorial Day floral arrangements, plants, and flowers only (presuming management approves of the use of plants and flowers). Any use of water requires that the spigots be properly shut off. Management is under no obligation to provide access to water at the cemetery.
- I. Motor Vehicles – Automobiles, funeral cars and other vehicles, must be kept under control of licensed drivers at all times. At no time shall such vehicles drive through the gates or within the cemetery at a speed in excess of the posted limit. Vehicles may not park or come to a full stop before an open grave unless such vehicles are in attendance at the funeral.
- J. Bicycles and Motorcycles – Management reserves the right to refuse admission to any person entering the cemetery on these or any types of moving apparatus.
- K. Commercial Vehicles – Management shall admit commercial vehicles based upon proper authorization and approval of scheduled service activity.
- L. Metal Detectors – Use of metal detectors in the cemetery is prohibited.
- M. Burial of Pets – Burial of pets in the cemetery is prohibited.

**Article XV: Conduct in the Cemetery**

Any conduct which interferes with the rights of others or which (in management’s opinion) detracts from the operation of the cemetery is prohibited.

- A. General – Loitering, playing, boisterous demonstrations or gatherings in the cemetery not approved in advance by management are prohibited.
- B. Rubbish – The improper disposal of rubbish on roads, driveways, paths, walks, or any part of the grounds or in buildings is prohibited.

- C. Picnicking – Picnicking or partaking of any refreshments by visitors within the cemetery is prohibited.
- D. Flowers and Shrubs – No one shall pick any flower or break any branches or remove, injure or cut any tree, plant or shrub without specific permission of management.
- E. Soliciting – No one shall be permitted to sell flowers, plants or any other items whatsoever within the cemetery.
- F. Signs and Advertising – No signs, notices, or advertising of any kind shall be allowed within the cemetery except those placed by management.
- G. Firearms – Discharging firearms within the cemetery is prohibited except by military escort accompanying a veteran’s funeral.
- H. Improper Assemblages – Management reserves the right to forbid and prevent assemblages which it deems improper.
- I. Damage (Intentional or Negligent) - Any person or persons (not to include employees), lot holders, independent contractors or their agents who cause damage to lots, memorials, walks, drives, trees, shrubs, curbing, or other property, will be responsible for the cost of the repair of the damage and promptly pay for repairs upon request of management.

**Article XVI: Grading, Landscaping and Improvements**

- A. Management shall have exclusive right to do all landscaping, maintenance, planting, trimming and improvement work upon the lots within the cemetery.
- B. Management must approve any work of any nature to be done on a lot in advance. Management reserves the right, and lot holder hereby authorizes management to remove, alter, or change such improvements or alterations at the expense of the lot holder should they be made without its written consent.
- C. Management reserves the right to use legally approved chemical applications to beautify the cemetery property.

**Article XVII: Cemetery Hours**

Management shall set the cemetery’s hours of operation as well as those hours kept by the parish cemetery office.

**Article XVIII: Independent Contractors**

- A. Lot, crypt, or niche holders may have certain work done in accordance with these rules and regulations or cemetery specific supplemental rules at their own expense and with management’s advance written approval. Any work to be done must be paid for in advance with evidence of such payment provided to management prior to the commencement of such work.

- B. Prior to performing any services, independent contractors will sign the Diocese of Manchester, NH service agreement or the amendment to the service agreement, unless other arrangements have been made and approved by management in consultation with the Diocese of Manchester, NH.
- C. Any independent contractor performing work in the cemetery must provide proof of insurance with liability coverage of at least \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Property coverage is to be at least \$100,000 per occurrence. The independent contractor shall also comply with additional insurance coverage and terms as may be required from time to time by the Diocese of Manchester, NH.
- D. A copy of a current certificate of insurance with the specified appropriate insurance coverage must be submitted to the parish cemetery office and approved by management prior to any work being performed.
- E. Independent contractors shall pay for all necessary permits, and must comply with, and be governed by, all laws, ordinances, confidentiality protocols, these rules and regulations applying to the premises, and the work thereon, cemetery specific supplemental rules, and all other matters as may be required by the management or the Diocese of Manchester, NH.
- F. Unless otherwise approved by management, independent contractors are prohibited from using cemetery equipment and materials.
- G. Independent contractors such as funeral homes, memorial companies, burial companies, etc. must notify management when they are on the premises. In addition, work by an independent contractor must be completed in a timely manner.

**Article XIX: Employees**

- A. Cemetery employees shall do all work performed in the cemetery with the exception of work performed by independent contractors that is specifically authorized by management.
- B. Cemetery employees are not permitted to do any unauthorized work for grave or lot holders except upon the specific instructions of management.
- C. No cemetery employee is allowed to receive any compensation or gratuity, directly or indirectly, from grave or lot holders for any work performed.
- D. The statement of any employee of the cemetery shall not be binding upon management except as such statement coincides with the cemetery specific supplemental rules and with these rules and regulations.

**Article XX: Loss or Damage**

Management disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by an act of God, the elements, earthquakes, war, terrorism, riots, order of any military or civil authority, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, or any other similar cause, whether the damage be direct or collateral. In the event it becomes necessary to construct or repair any section of a lot, including graves, crypts, or any portions thereof, or

any mausoleum which has been damaged by such causes, lot holder hereby authorizes management to make the necessary repairs. Prior to making the repairs, management will give lot holder(s) or heir(s), at their last known address as recorded in the cemetery files, thirty (30) days advance notice of the necessity for such repair. In the event the lot holder(s) or heir(s) fail to repair the damage within a reasonable time, management may direct that the repairs be made and charge the expense against the lot holder(s) or heir(s) of record.

Management disclaims all responsibility for damage of any kind that may occur to memorials in the normal course of cemetery operations performed with reasonable care and caution.

#### **Article XXI: Care**

The cemeteries operated within the Diocese of Manchester, NH will provide care and maintenance necessitated by natural growth and ordinary wear, including cutting of lawns, trimming around memorials, and the maintenance of roadways, walkways and buildings, provided there are sufficient funds for these purposes. Management is under no obligation to plow the roads, clear walkways of snow/ice, or remain open in the winter.

The cemeteries will have no obligation to maintain, repair, or replace any memorial placed or erected upon any lot; nor plant, cut, water or care for any privately planted tree or shrub; nor plant flowers or ornamental plants; nor do any special or unusual work in the cemetery; nor reconstruct any granite, bronze, or concrete work on any section of the lot, crypt, or niche; nor repair items damaged by any cause beyond management's reasonable control.

#### **Article XXII: Mausoleums**

- A. Private mausoleums or tombs, either wholly or partially above ground, shall be constructed only in lots designated for them. Plans, specifications, material and location in the lot of such mausoleum or tomb shall be subject to the approval of management. Management reserves the right to require an endowment for future maintenance of mausoleums or tombs be deposited with it, said endowment to be of a size specified by management.
- B. When interment is made in a private mausoleum, the crypt shall be properly sealed, subject to approval of management. The entombment must be made in an approved casket that complies with the regulations of the controlling Department of Health.
- C. No walkways, patios, or other appurtenant structure shall be permitted on the ground surrounding a private mausoleum. No additions or changes shall be allowed after the specifications and foundation plans for a private mausoleum have been submitted and approved.
- D. Owners or heirs will be responsible for all repairs and regular maintenance of private mausoleums. Private mausoleums are to be in good condition at all times as determined by management.
- E. Community mausoleum entombment must be made in an approved casket that complies with the regulations of the controlling Department of Health.
- F. Management reserves the right to issue separately detailed regulations and cemetery specific supplemental rules concerning the use of community mausoleums. Such regulations may include,

but are not limited to: the decoration of crypts; the size, quantity, type and placement of lettering on crypts; initials for professional titles after names on the crypt; type of numbers used for dates; and the use or non-use of flowers, vigil lights, etc.

- G. Management reserves the right to remove from a crypt front any item affixed to the crypt front without notice. Any stains or marks caused by these items will be removed at the expense of the crypt owner.
- H. Management reserves the right to remove and dispose of any decorations (including all bric-a-brac) placed in or near the mausoleum that the management finds unsightly, inappropriate, disrespectful, in poor taste, or in any way detracting from the aesthetic value of the mausoleum, or in any way offensive to the teachings and beliefs of the Roman Catholic Church.

### **Article XXIII: Columbaria**

- A. A columbarium provides a permanent structure containing niches or other suitable spaces for the memorialization of cremated remains.
- B. All cremated remains must be encased in an urn or other appropriate container approved by management in order to be inurned in a columbarium space. Said durable container must be properly sealed and leak-proof. Management shall not be responsible or liable for any defects in the urn or container.
- C. The capacity of each niche or columbarium space shall be designated on the plans in the parish cemetery office. All urns must be sized according to the stated dimensions and space capacity.
- D. If the columbarium is destroyed or damaged for any reason, management shall have the right to, and lot holder hereby authorizes management to, place any cremations inurned therein, either one (1) temporarily in a receiving vault pending restoration of the niche and upon restoration re-inurned therein, or two (2) permanently in a like space elsewhere in the cemetery. In the first event mentioned above, all prior rights and obligations existing at the time of damage shall continue in full force and effect; in the second event mentioned above, appropriate inurnment rights (lot holder rights) shall be provided in the new space in lieu of inurnment rights in the destroyed or damaged columbarium. For both events, notification to the next-of-kin of the deceased may also be required. Prior to implementing the procedures noted in this paragraph, management will consult with the Diocese of Manchester, NH.
- E. Niche front panels may not be removed or disturbed in any manner except by approval and by management.
- F. No ornamentation, structural change, or addition shall be made on or about any individual niche or the columbarium structure in whole. Management reserves the right to remove any such ornamentation or correct any such alteration at the lot holder's expense without being deemed guilty of any manner of trespass.

### **Article XXIV: Receiving Vaults**

- A. Receiving vaults in the cemetery shall be used for temporary placement of the deceased pending burial and are subject to certain rules and regulations including these rules and regulations and

cemetery specific supplemental rules. Unless otherwise approved by management, they are available only when final interment is to follow in a Roman Catholic cemetery, a lot license has been issued, and a burial permit has been provided.

- B. No remains shall be placed in a receiving vault which present a health or safety risk or if contradictory to the local Board of Health's Rules and Regulations.
- C. Upon consultation with the Diocese of Manchester NH, management reserves the right, without notice, to remove from a receiving vault at once and inter any remains when same are not in a state of good preservation, or when the condition of the body renders its interment necessary.
- D. Receiving vaults are for temporary use only and subject to fees, and under no circumstances shall a body be considered as interred or entombed because of its being placed therein.
- E. Management shall determine the amount of deposit, handling charges, and rental rates to be charged.
- F. Remains shall be removed from the receiving vault within a reasonable time, unless management consents to a longer period.
- G. Upon failure of payment, or failure of the next-of-kin to make suitable arrangements for the final interment of the remains within a reasonable time, management, in consultation with the Diocese of Manchester, NH, may remove the remains from the receiving vault and cause same to be interred in any grave it may select after first having given seven (7) days' notice by deposit of a letter in the United States Post Office with postage thereon duly prepaid to the person making the placement at the address stated on the cemetery records, and shall apply the deposit on the expenses it incurs. In the event of such failure or default, management is empowered to act as duly appointed agent in obtaining any and all interment or health permits necessary for said removal and interment. As long as the remains are with said management, the cemetery shall be coupled with an interest and this power shall be irrevocable.
- H. Management shall exercise due care during a removal, but shall assume no responsibility for damage to any casket or burial case incurred in making the removal.
- I. Management reserves the right to issue at any time under separate cover detailed regulations and instructions pertaining to receiving vaults in the cemetery, or to incorporate specific provisions in any receiving vault agreement; and such regulations, instructions, and provisions are hereby made part of these rules and regulations.

#### **Article XXV: Green Burials**

Green Burials are an evolving concept and a way of caring for the dead with minimal environmental impact without compromising the rites and practices of the Catholic Church. The practice of Green Burials has many interpretations and many definitions. Management, in consultation with the Diocese of Manchester, NH, reserves the right to incorporate Green Burial space into their cemetery, as long as this practice does not compromise the rites and rituals of the Roman Catholic Church. Consultation with management will determine if and how Green Burials can be accommodated. Under no circumstances will alkaline hydrolysis be considered an acceptable form of green burial to be permitted in the cemetery.

## **Article XXVI: Memorials and Rules for Memorial Work**

In these rules and regulations, a memorial is defined as monuments, markers, tombstones, tablets, ledgers, headstones, footstones, niche plates, commemorative items, or a structure used to mark physically the place where an interment has been or will be made. Management's primary responsibility for memorials is the establishment of regulations concerning type of memorial, size, quality, placement, and content. The memorial is intended to memorialize the person interred or entombed in the grave or crypt and for cremated remains inurned in the ground or niche. Memorials should be a representation of the deceased's belief in the resurrection as well as being a long lasting memorial to the deceased. By placing a memorial in the cemetery, all lot holders, spouses, and heirs agree to be bound by and follow all cemetery rules and regulations.

- A. It is presumed by management that any person that is interred in the lot or is designated for use of a gravesite for burial, has the right of memorialization implied by the interment or said designation as long as that person's interment complies with these rules and regulations.
- B. Subject to management approval, **all initial** memorial work, initial placement of the memorial, or initial inscription on any memorial, shall be on the written instructions of the original lot holder(s). If the original lot holder is deceased, all initial memorial work, initial placement of the memorial, or initial inscription on any memorial, shall be on the written instructions of the spouse of the original lot holder unless the original lot holder(s) designates in writing someone other than the spouse. The original lot holder's written designation shall not be effective until a copy has been provided to management. For the purposes of the rules in this Article, written designation by the original lot holder supersedes spousal rights. Spousal rights as noted in this paragraph will terminate upon the spouse's remarriage or divorce. If there is no spouse of the original lot holder or written designee, all initial memorial work, initial placement, or initial inscription will be on the written instructions of the heir(s) of the same degree as defined in Article XXVIII: Definition of Terms. In instances where there is more than one (1) heir of the same degree, at least one (1) will sign a form certifying that he/she has notified all other heirs of the same degree as to the initial memorial work, initial placement of memorial, or the initial inscription on any memorial.
- C. Subject to management approval, **upon completion** of the memorial work, placement and inscription, all future changes to the memorial, including removal and replacement, will be upon the written instructions of the original lot holder(s), or if the original lot holder is deceased, on written instructions of the spouse of the original lot holder. However, if the change is removal and replacement of the memorial and the original lot holder is deceased, it will be on the written permission of the spouse of the original lot holder **and** all the heirs of the same degree. Spousal rights as noted in this paragraph will terminate upon the spouse's remarriage or divorce. If there is no spouse of the original lot holder, all future changes to the memorial will be upon the written instructions and **approval** of all the heirs of the same degree as defined in Article XXVIII: Definition of Terms.
  1. Notwithstanding the terms of this paragraph, any additional person interred in the lot shall have the right to be inscribed upon the memorial, with the written instructions of the original lot holder or the spouse of the original lot holder. If the original lot holder is deceased and there is no spouse of the original lot holder, then one (1) heir can consent to the inscription, if the one (1) heir will sign a form certifying that he/she has notified all other heirs of the same degree as to the inscription work on the memorial.
- D. All balances owed to the cemetery must be paid in full prior to memorialization.

- E. All memorials are subject to the approval of management prior to placement. In addition, the location and position in which a memorial is to be placed or erected on a lot shall be entirely subject to management approval, and shall be under the supervision of management. A lot holder shall not change the approved location and position without additional approval by management.
- F. A detailed plan and design of all memorials must be submitted to management for final approval prior to installation. A lot holder shall not change the approved memorial plan and design without additional approval by management.
- G. Management reserves the right at all times to approve and prescribe the kind, size, design, symbolism, graphic design, craftsmanship, inscriptions, professional abbreviations, quality and material of memorials placed or to be placed in the cemetery. In general, if symbolism is used it is to be Christian. It is recommended that at least one (1) Christian symbol be used on all memorials. If inscriptions are used beyond the name, date of birth, and date of death, they are to be reflective of Catholic Christian values (such as from sacred scripture or devotionals). A lot holder shall not change the prescribed kind, size, design, symbolism, graphic design, craftsmanship, inscriptions, professional abbreviations, quality and material of the memorial without additional approval by management.
- H. Management reserves the right at all times to set the number of memorials allowed per lot. It is normally recommended that there be only one (1) upright memorial per lot with an exception made for a veteran marker issued by the United States. However, management is allowed to have different rules for different sections of the cemetery.
- I. No memorial extending above the surface of the ground shall be erected on lots designated by management as flush marker lots.
- J. Management reserves the right to issue a separate set of specific regulations pertaining to memorials to be placed in that specific cemetery. These specific regulations may include, but are not limited to, determining the minimum and maximum size dimensions based on the number of graves per lot. Said additional regulations, and all amendments thereto, are hereby made a part of these rules and regulations.
- K. Upon completion, if the memorial does not conform to the approved plan and design, it will be the sole responsibility of the dealer or independent contractor to correct any errors or deficiencies in workmanship and material at no cost to management.
- L. Independent memorial dealers or independent contractors who build memorial foundations are required to comply with specifications and directions established by management. In addition, they must notify management when they are on the premises.
- M. Management reserves the right to set the times when memorials may be delivered to the cemetery.
- N. Non-cemetery employees, in placing or erecting memorials and other structures, or bringing in materials in regard to such work, shall operate as independent contractors, but such work must conform to the requirements of management.
- O. Non-cemetery employees or independent contractors, in placing or erecting memorials, building foundations or other structures, are prohibited from scattering their material over adjoining lots,



or from blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary, or from attaching ropes to trees or shrubs.

- P. When any heavy material is to be moved over lawns, planks must be laid to prevent injury and damage. If unsure, independent contractors are to ask management if planks are required.
- Q. All excess materials not used in the building of foundations or the placing or repair of the memorial should be removed from the cemetery grounds by the independent contractor. Management shall have the right to charge independent contractor for clean up of a gravesite if the cemetery grounds are not left in good order.
- R. Any person or persons (not including employees), independent contractors or their agents who cause damage to lots, memorials, walks, drives, trees, shrubs, curbing, or other property, will be responsible to repair the damage to the satisfaction of management. If not promptly repaired, management may, but is not obligated to, make the necessary repairs, and the cost of such repairs shall be borne by the person or persons, independent contractor or their agents that caused the damage. Repairs or improvements will commence when in compliance with paragraph C. above and in paragraph V. below.
- S. While management will exercise reasonable care to protect the memorial, it disclaims responsibility for any damage or injury to the memorial, raised lettering, carving, ornaments on any memorial or other structure, walks, drives, trees, shrubs, or other property on any lots, including damage or injury from vandalism, accidents, the elements, an act of God, or any other event that may cause damage. Unless caused directly by the cemetery, the responsibility for any repair or replacement will always be that of the lot holder, or spouse of deceased lot holder, or heir(s). If complete replacement is required, procedures in paragraph C. above will be followed.
- T. Management reserves the right to stop all work of any nature when, in its sole and exclusive discretion, proper preparations thereof have not been made; or when work is being done in such a manner as to endanger life or property; or when work is not being executed according to specification; or when any reasonable request on the part of management is disregarded; or when any person performing services on cemetery property violates any rule within these rules and regulations, the cemetery specific supplemental rules, Canon Law, the teachings of the Roman Catholic Church, or any civil regulation or law.
- U. Management reserves and shall have the right to correct any error that may be made by its employees, or by any other person or persons in the location or placing of a memorial in the cemetery.
- V. Management will have no obligation to maintain, repair, or replace a memorial, mausoleum, or tomb. However, should any memorial, mausoleum, or tomb become unsightly, dilapidated, fall down, lean, or become a menace to the safety of persons within the cemetery, or be in violation of these rules and regulations, the lot holders hereby authorize, and management shall have the unilateral right to, after thirty (30) days' notice to the lot holder of record, either to correct the condition or to remove the same and in any case at the expense of the lot holder(s), or spouse of the deceased lot holder, or the heir(s).
  - 1. In addition to the other terms of this paragraph, should any fence, railing, gate, curb, or plot delineator, or other enclosure become unsightly, dilapidated, fall down, lean, or become a menace to the safety of persons within the cemetery, or be in violation of these rules and regulations, the lot holder(s) hereby authorize, and management shall have the

unilateral right to, after thirty (30) days' notice to the lot holder(s) of record, either to correct the condition or to remove the same and in any case at the expense of the lot holder(s), or spouse of the deceased lot holder, or the heir(s).

- W. Soliciting memorial sales or memorial work within the cemetery is not permitted. Also, the display of any contractor's name on memorials is not permitted.
- X. Possessing, selling, offering for sale or attempting to sell, or transferring or disposing of any memorial or fragment of any memorial or other structure designed as a memorial for the deceased is not permitted.
- Y. Gravestone rubbing is not permitted without written permission of the management in consultation with the Diocese of Manchester, NH.

#### **Article XXVII: Additional Information**

- A. These rules and regulations are not considered all-inclusive and are subject to change. They cover general areas and are supplemented by other operational instructions such as the *Guidelines for Christian Funerals, Cremation, and Burial*, existing civil and Canon Laws, and other instruments published by the Diocese of Manchester, NH.
- B. The cemetery through its management and in consultation with the Diocese of Manchester, NH, reserves the right, without notice, to make temporary exception, suspensions, or modifications of any of these rules and regulations or the cemetery specific supplemental rules, when, in its sole discretion, 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 and cemetery specific supplemental rules.
- C. In all matters not specifically covered by the rules and regulations or in the cemetery specific supplemental rules, management reserves the right to do anything which in its judgment is deemed reasonable in the premises, and such determination shall be binding upon the lot holder(s) and all parties concerned. These additional rules and regulations or cemetery specific supplemental rules are binding regardless of any and all changes in the lot holder(s).
- D. The cemetery through its management and in consultation with the Diocese of Manchester, NH reserves the right at any time, and from time to time, to change, amend, alter, repeal, rescind, or add to these rules and regulations or any part thereof, or to adopt any new rule or regulation or any new cemetery specific supplemental rules with respect to the cemetery or anything pertaining thereto, and such changes and modifications shall bind the lot holder(s) regardless as to when they acquired their lot license.
- E. These cemetery specific supplemental rules and regulations are binding regardless of any and all changes in the individual lot holder(s). Should there be a conflict or inconsistency between these rules and regulations and the cemetery specific supplemental rules, the conflict or inconsistency will be resolved by the Diocese of Manchester, NH and cemetery management.
- F. In the event necessity requires, management may take any appropriate steps to correct any obnoxious or improper condition or exercise any of the rights under these rules and regulations and cemetery specific supplemental rules. Management in its sole discretion may determine if a condition is obnoxious or improper.

- G. Notwithstanding any other terms of these rules and regulations, any notices, demands, or requests made to, under, or by virtue of these rules and regulations, from the lot holder(s) to management, and/or from management to the lot holder, spouse, heirs, family or third parties, shall be deemed effectively given if in writing, and hand delivered, sent by overnight courier, or sent by prepaid certified mail, return receipt requested, to the address(es) on record with the cemetery. Such notice shall be deemed received on the earlier of (i) the date when so delivered, if hand delivered or given by courier, or (ii) five (5) days after the date when so mailed for that notice which is mailed by certified mail.
- H. Failure of management to insist in any instance on compliance with these rules and regulations or cemetery specific supplemental rules, or failure of the management to enforce these rules and regulations and cemetery specific supplemental rules at any time, shall not be considered a waiver of management's rights to enforce the same, irrespective of the number of prior violations that may have occurred, or be considered a relinquishment of the right to enforce them against any future action or conduct.

## **Article XXVIII: Definition of Terms**

### **Burial Permit**

A form issued by a local municipal or state authorized official verifying that a death certificate has been filed and giving permission to transport and make final disposition of the remains of a dead human body. A permit may also be required for disinterment and reinterment.

### **Burial Right**

Right to be buried in a grave, right of entombment in a mausoleum, or right of burial of cremated remains in the ground or niche (inurnment), either by the purchase of a lot license, by designation to a family member or non-family member, or by inheritance.

### **Burial Vault (Vault)**

A concrete, steel, or other rigid container approved by management, placed in the open grave prior to the casket or urn. After the casket is lowered into the vault, the vault lid is closed. The primary purpose of the burial vault is to maintain cemetery topography by preventing the long-term sinking of the grave and to protect the contents of the casket or urn. It is sometimes referred to as a "Case," "Grave Liner" or "Container".

### **Care or Cemetery Care**

Care and maintenance necessitated by natural growth and ordinary wear, including cutting of lawns, trimming around memorials, and the maintenance of roadways, walkways and buildings, provided there are sufficient funds for these purposes. Management is under no obligation to plow the roads, clear walkways of snow/ice, or remain open in the winter.

### **Cemetery**

A tract of land designated or intended for the interment of human remains. In Canon Law, the term "cemetery" encompasses at least one (1) of the following: (1) a burial ground for earth interments; (2) a mausoleum for crypt entombments; and/or (3) a columbarium for the deposit of cremated remains. According to NH RSA 289:1, cemeteries, mausoleums, and columbaria owned, managed, or controlled by religious institutions are considered to be "burial grounds." *Id.* Thus, some NH laws applicable to municipal cemeteries may not be applicable to Roman Catholic cemeteries.

### **Columbarium**

A structure used for the permanent placement of urns containing cremated human remains in individual niches. Columbaria may be located either indoors or outdoors.

### **Cremated Human Remains**

The bone fragments of a deceased human body that remain after the cremation process is completed.

### **Cremation Garden Section**

An interment section dedicated solely to the interment of cremated remains; may include both in-ground burial and columbaria structures.

### **Crypt**

A burial space in a mausoleum used for the entombment of human remains.

### **Disentombment**

The removal of the remains from a crypt or mausoleum for the purpose of burial or entombment in another location.

**Disinterment**

The removal of remains from a grave, tomb, or niche for the purposes of burial in another location. The term disinterment in these rules and regulations includes the removal of full body remains from a grave or tomb, and the removal of cremated remains for the purpose of burial in another location.

**Entombment**

The placement of a full body in a crypt either above or below ground.

**Grave**

A designated space of ground in a cemetery used, or intended to be used, for the interment of human remains including both full body and cremated remains.

**Grave Accessories**

Supplemental and/or ancillary items, such as vases, flag holders, etc., placed on or near the memorial whose primary purpose is to embellish or decorate the memorial. Cemetery management regulates the use of all grave accessories.

**Grave Decoration**

Artificial or live flowers, wreaths or other ornamentation or embellishments on a grave. The cemetery management regulates all grave decorations.

**Green Burials**

A way of caring for the dead with minimal environmental impact without compromising the rites and practices of the Catholic Church.

**Heir(s)**

Lineal descendant(s) or ascendant(s) of the original lot holder that are of the direct bloodline, such as children, grandchildren, great grandchildren, parents, brothers/sisters etc. In addition, the use of the term heir(s) in these rules and regulations also include legally adopted: children, grandchildren, and great-grandchildren. The definition of the word heir(s) in these rules and regulations does not include stepchildren.

**Heirs of the Same Degree**

Lineal descendants or ascendants of the original lot holder that are of the direct bloodline, within the same classification of relationship. For example, all of the children of the original lot holder are heirs of the same degree because they share the same relationship: children; all of the grandchildren of the original lot holder are heirs of the same degree because they share the same relationship: grandchildren; and so on. As another example, in cases where permission/approval is required from the heirs of the same degree, if there were any surviving children to grant permission/approval as well as grandchildren, permission/approval would only be required from the children, and permission/approval would not be required from the grandchildren.

**Independent Contractor**

A person or firm (other than an employee) who performs services on cemetery grounds for the cemetery or for the lot holder, under an expressed or implied agreement and who is not subject to the other's control, or right to control the manner or means of performing services.

**Interment**

The burial of a human body (full body) in a ground burial location, entombment in a mausoleum, or placement of cremated remains in the ground or a niche (inurnment). Generally, the term also includes all administrative, clerical, legal, and mechanical services performed by the cemetery in conjunction with the

opening of an interment space and closing of the interment space after the remains have been placed in the space.

### **Inurnment**

The interment of the container holding the cremated remains of a deceased human being in a grave, crypt or niche.

### **Issue**

Lineal *descendants* of the original lot holder that are of the direct bloodline, such as children, grandchildren, great-grandchildren, great-great grandchildren. In addition, the use of the term issue in these rules and regulations also include legally adopted individuals such as children, grandchildren, and great-grandchildren. The term issue for the purposes of these rules and regulations does not include stepchildren or ascendants (parents, brothers/sisters etc.).

### **Lot**

A term that refers to more than one (1) adjacent grave space. A lot can contain any number of these graves (2, 3, 4 or more) usually registered to the same lot holder(s) of record and memorialized with a common memorial.

### **Lot Holder**

The owner of interment rights (burial rights), entombment rights or inurnment rights who hold these rights by way of purchase (original lot holder), inheritance (heir) or designation. The lot holder has the control and rights to the lot as defined in the “lot holder rights” below. It is presumed in these rules and regulations that the lot holder could be more than one (1) individual.

### **Lot License**

A license sold by the cemetery authorizing the use of a specific grave(s), crypt(s) or niche(s) for the interment of human or cremated remains. The cemetery sells only the right to use the designated space for interment purposes. Ownership of the physical grave, crypt, niche, or cemetery land remains exclusively with the cemetery and not the lot holder.

### **Lot Holder Rights**

The lot holder rights include the right to: be buried in the lot; designate in writing individuals to be buried in graves (burial rights); designate in writing to family members the rights and control of the lot after his/her death (lot holder rights); be part of the disinterment process, as defined in Article VI: Disinterment and Reinterment Procedures; make decisions regarding memorials (monuments or markers) as long as decisions on memorials agree with Article XXVI: Memorials and Rules for Memorial Work; and such other rights as specified in these rules and regulations.

### **Map**

A plan of the cemetery showing the total number of interment spaces (graves) maintained in individual sections listing the lot holder with specific interment rights, the individual interred, and spaces available for sale. It may also refer to plans for individual crypt and niche layouts.

### **Management or Cemetery Management**

The person or persons duly appointed by the Bishop of Manchester or pastor of the parish for the purpose of conducting and administering Catholic cemeteries within the Diocese of Manchester, NH. The words “management” and “cemetery management” are used interchangeably throughout these rules and regulations.

**Marker**

A stone or bronze memorial flush with the ground indicating the name of the deceased and date of birth and death.

**Mausoleum**

A structure where the deceased are entombed. A community mausoleum is a freestanding structure intended for many families, while a private mausoleum is generally sold for the use of a single family.

**Memorial**

A general term which includes such items commonly known as monuments, markers, tombstones, tablets, ledgers, headstones, footstones, niche plates, commemorative items, or a structure used to mark physically the place where an interment has been or will be made. A memorial's style, size, placement, content, inscription and installation are regulated and controlled by cemetery management.

**Monument**

A memorial constructed to sit on a concrete foundation in an upright position.

**Next-of-Kin**

A person having a relationship to the deceased in the following order of priority: (a) the spouse; (b) an adult son or daughter; (c) a parent; (d) an adult brother or sister; (e) an adult grandchild; (f) an adult niece or nephew who is the child of a brother or sister; (g) a maternal grandparent; (h) a paternal grandparent; (i) an adult aunt or uncle; (j) an adult first cousin; or (k) any other adult relative in descending order of blood relationship. When permission is required by the next-of-kin, and there are two (2) or more persons of the same relationship to the subject, only the majority of individuals of the same relationship are required to provide written permission for the disinterment. For example, if there are five (5) children of the deceased, only permission from three (3) of the five (5) children is required.

**Niche**

A small opening in a mausoleum, garden crypt or stand-alone columbarium in which an urn or other container of cremated human remains is entombed.

**Original Lot Holder(s)**

The owner(s) of lot holder rights to a lot who hold these rights by way of purchase of the lot license. The original lot holder is the individual or individuals named on the lot license at the time of purchase. In these rules, when the term lot holder is used, it also includes the original lot holder. See definition of lot holder and lot holder rights above.

**Pre-Need**

The advance planning and payment of a grave, lot, crypt, niche and other goods and services attendant to same, thus providing time and opportunity to study fully and thoughtfully the burial space, services, and merchandise available.

**Receiving Vault**

A building where the remains of a deceased person are placed until the time of actual interment; usually when inclement weather prevents burial at the present time. If a receiving vault is used, an agreement should be written up between the concerned parties, the cemetery, and the family of the deceased. Management reserves the right to charge a fee for use of a cemetery receiving vault.

**Residuary Clause in a Will**

The residuary clause in a Will disposes of any estate property that remains after satisfaction of all other instructions. It is often referred to as the "catch-all" for any unnamed property. In these rules and

regulations, a non-specific residuary clause is one that does not specifically state in writing that the lot holder rights or burial rights are being transferred to the beneficiaries under the Will. A residuary clause in a trust will be interpreted in the same way as a residual clause in a Will.

### **Rules and Regulations**

Diocese of Manchester Cemetery Rules and Regulations are rules and regulations that are set forth in this document and apply to *all* Catholic cemeteries in the Diocese of Manchester, NH. These rules and regulations define an orderly plan of operation, care, and maintenance, and are designed to ensure compliance with the practices, rituals, and procedures of the Roman Catholic Church, the Diocese of Manchester, NH Office for Worship *Guidelines for Christian Funerals, Cremation & Burial*,<sup>3</sup> and the *1983 Code of Canon Law*. These rules and regulations are also compatible with the civil laws of the state of New Hampshire and federal government applicable to burial grounds.

### **Supplemental Rules (Also referred to as Cemetery Specific Supplemental Rules)**

These rules are adopted by an individual cemetery to govern uses, care, control, as well as other restrictions deemed necessary by cemetery management for protection and safety of the cemetery and its visitors. They should be considered additional rules and procedures that are cemetery specific. Should there be a conflict or inconsistency between the cemetery specific supplemental rules and Diocese of Manchester Cemetery Rules and Regulations (rules and regulations), the conflict or inconsistency will be resolved by the Diocese of Manchester, NH and cemetery management.

### **Urn**

A decorative container made of metal, stone or other simulated man-made material designed to hold cremated human remains. Urns used in Catholic cemeteries are to be of non-biodegradable material. Urns can be placed in a columbarium, mausoleum crypt or niche, or buried.

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<sup>3</sup> The *Guidelines for Christian Funerals, Cremation & Burial* can be obtained by calling the Office of Worship at the Diocese of Manchester, NH.





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