

Terms and Conditions

Forward

Trinity-St. John's Cemetery (The Cemetery) is part of Trinity-St. John's Church and is special to our parishioners and to community members, some of whom have four generations of their families buried here. The oldest grave dates to the early 18th Century.

Over the years, the Cemetery was known for the exceptional quality of its appearance and upkeep. This continues to be the mission. In this spirit, deed owners are asked to remember that their plot or grave is an integral part of something that belongs to every family whose members are buried in The Cemetery. Furthermore, families and friends should consider the appearance of the entire Cemetery when arranging for monuments, landscaping and decorations.

General Terms and Conditions:

1. In the event of the death of a plot's deeded owner, the surviving spouse shall have first right of designation for interment. When there is no surviving spouse, an heir(s) designated in the original deed owner shall have the right of interment. However, the heir(s) do not use the plot for their interment, the plot's deed and ownership reverts to the Cemetery.
2. The Cemetery's price list contains all prices for standard plot(s) and burial services. Prices vary depending on plot size and how close the location is to the Church and/or precious monuments. Because the Cemetery's plots are not all standard, customers choose their plot(s) with guidance from Trinity-St. John's staff.
3. All prices are calculated for standard plot sizes, which may contain a casket with twenty-eight to a maximum of thirty-two inches in width and up to a maximum of eight feet in length. If size and/or the weight of the casket exceed standard measurements, the plot as well as all related prices will be adjusted accordingly. Burials will not be permitted

until the final cost is paid for in full. Please be advised that only certified checks will be accepted.

4. The purchase agreement of more than one plot or double deep plots does not include fees for removal of already buried remains. We do not remove remains for an additional burial. If the family wants to remove remains additional fees apply. In addition, the family is responsible for any approval needed by law for a removal of remains such as from the Department of Health and/or State.
5. The sale of a deed represents the right to bury remains in the plot enumerated on the actual deed. The ground where the plot is located remains the property of the Cemetery. The deed's owner is not allowed to sell the plot or to use the plot for anything other than burial. All regulations of the Cemetery must be followed. Violations may result in loss of all rights acquired.
6. Individuals in possession of a plot deed must keep the cemetery up-to-date- on current address, phone number, e-mail address as well as on current contact information for a person (or people) who can be reached if the Cemetery is unable to contact the deed's owner. Deed ownership is also an acceptance of the rules and regulations of the Cemetery and at least once a year, the owners of deeds will update pertinent contact information. In cases of good standing the Cemetery continues with its perpetual care and all its services. Violations may result in loss of the acquisition. The plot(s) will be taken over by the Cemetery.
7. Each plot sale includes perpetual care for the plot. If a plot was sold and the Deed possessor no longer wants it, the Cemetery may buy back the plot(s) at its original purchase price minus all perpetual care. Perpetual care service begins with the signing of the agreement; hence, the service already has been creating costs for the Cemetery. Perpetual care includes greens keeping, maintenance of the cemetery's driveway and parking area, office and sanitation maintenance, as well as yard administration.
8. Owners of deeds sold in the past without perpetual care must now endow them for perpetual care.
9. Perpetual care does not include maintenance, repair, reconstruction or replacement of any monuments, headstone or marker placed or erected upon plots or grave spaces nor the doing of any special or unusual work on any plot, or grave space, or in the cemetery.
10. Even though perpetual care is a continuing cost for the Cemetery, we are committed to keeping the Cemetery well maintained guaranteeing our clients the best possible care for their plots/graves. The Cemetery depends in part on yearly donations that help to cover the costs. Additional donations are welcomed.
11. The Cemetery offers a variety of payment plans to its clients. Payment plans are designed to make it affordable to acquire plots and columbarium niches for future

burials. We offer one, two, and three year payment plan options. The payments are the responsibility of the individual who signed the plot sale agreement. If the agreed payments are not received on time the plot may fall back to the Cemetery, which will refund the client thirty percent of the already paid amount. The Cemetery strongly suggests setting up regular monthly credit/debit card deductions through the use of our system. Please, speak to the Business Manager about this service.

12. Failing to pay the established monthly dues for a plot will result in loss of the acquisition. Moreover, there will be no refund for such an extreme violation against the Cemetery. If you are in a financial crisis and not able to follow the sales agreement payment terms please speak to the administrator before the payments are due.
13. Once again, please be advised that burials will not be permitted until the plot and all fees are paid for in full. Credit Card payments have to be received three days in advance. Also, please be advised that only certified checks will be accepted.
14. If Trinity Cemetery was advised to prepare a grave for burial and the burial is cancelled, the full opening fee will be charged.
15. Visitors may take into consideration that Trinity Cemetery is a working Cemetery. Our staff is working daily keeping the grounds and preparing and arranging for burials and funerals. Please call our office for more information about ongoing interments and services.

Monuments:

1. The term "monument" shall mean a stone or memorial that extends above the ground and marks two or more graves.
2. The term "memorial" shall mean a monument, stone, marker or grass marker that marks a single grave.
3. The term "marker" shall mean a memorial above the ground, marking a single grave.
4. The term "grass marker" shall mean a memorial flush with the ground, marking a single grave.
5. Any monument, memorial or marker must be placed on a foundation built by the Cemetery; the schedule of prices to be set by the Cemetery and to be on file in the parish office.
6. No grave with an interment shall remain unmarked for more than one year.
7. All monuments, memorials, or markers must be set perpendicular to the ground.
8. Monuments may not exceed 3 ½ feet in height or 10" in depth. If a monument is to be placed on a pedestal, the pedestal may not exceed 12" in width.

9. Deed owners for a plot and/or grave space must submit plans for monuments, memorials or markers to the Cemetery for approval before entering into binding contract with a monument dealer.
10. Monuments for double deep plots have different specifications than those listed in number eight. A specification sheet will be given to those purchasing double deep plots.

Planting and Landscaping:

1. All planting or landscaping must be approved by the Trinity Cemetery or its duly authorized representative.
2. No ground covers of any kind are permitted.
3. No plants or shrubs of any type are permitted at or around a grass marker.
4. No grave length planting of any kind is permitted. The Cemetery reserves the right to remove any such planting upon notice given to the last known address of such owner.
5. Plantings chosen to edge boundaries of a plot must be of a low growing variety, their growth not to exceed 18”.
6. Plots may only have boundary plantings on tree sides.
7. Trinity Cemetery shall have authority to remove any or all flowers, trees, shrubs and plants, which are, in the opinion of the administration, unsightly, dangerous, diseased, withered, faded or interfering with normal upkeep.
8. Neither plastic flowers nor containers of glass nor material that might shatter may be used. No garden fencing is allowed.
9. The Cemetery will take reasonable precautions to protect plots and graves, but expressly disclaims any and all liability for loss or damage to planting of any kind, to monuments, memorials, markers, resulting from vandalism, theft, weather or any reason beyond its control.
10. Benches other than made available by the Cemetery are not permitted in the cemetery.

Interments:

1. Before an interment can be made, the proper burial permit must be delivered to the Superintendent of the church grounds.
2. The schedule of charges for opening a grave, and all incidental charges therefore will be on file in the parish office.
3. No interments will be permitted on Sundays. An additional fee will be added to the regular interment charges for interments on Saturdays and Mondays.

4. Three days notice shall be required prior to an interment.
5. All orders for interments shall be requested by either the deed owner, or by their legal representative or other duly authorized person.
6. Only those persons authorized by the Cemetery will permitted to open graves or disinter bodies with proper permits in accordance with New York State law.
7. Disinterments or removals may be made only on the consent of the Cemetery and the deed owner and of the surviving wife, husband, or adult children or parents of the deceased.
8. To maintain a high standard of care and to eliminate sunken graves caused by collapse of wooden vaults, it is recommended that burials be made with outside containers of metal over casings. There is an additional charge of \$75.00 for metal over casings. No concrete vaults are allowed.

PLEASE NOTE:

For the greater good of the Cemetery Community, the Cemetery reserves the right to change and adjust these posted regulations, terms and conditions without further notice. These terms and conditions were last revised on September 10, 2018. The complete document 'Trinity Cemetery -Terms and Conditions' issued in 2018 contains five pages.