



Diocese of Phoenix
Catholic Cemeteries & Mortuaries

RULES & REGULATIONS

Amended & Adopted
as recommended by the
Diocese of Phoenix Catholic Cemeteries & Mortuaries
Advisory Council Meeting January 26, 2010

/signed
Gary L. Brown, President

February 5, 2010
Date

INTRODUCTION

Catholic Cemeteries are sacred places that have been specifically blessed by the Bishop to provide Christian Burial in an environment of faith and in keeping with the laws and traditions of the Catholic Church. These Rules and Regulations are designed to ensure faithfulness to that mission and for the mutual protection of Burial Rights Owners as a group and of the Cemetery and Mortuary as a whole. They are intended to preserve the sacred nature of the Cemetery and/or Mortuary, protect the living memories of individuals buried within the Cemetery and create a serene and prayerful environment for visitors.

Their enforcement will help protect the Cemetery and Mortuary and create and preserve their beauty. These Revised Rules & Regulations are hereby reviewed and adopted as the Rules and Regulations of Diocese of Phoenix Catholic Cemeteries & Mortuaries (DPCCM). Owners of Burial Rights, employees, visitors and Contractors and their employees performing work within the property of the Cemetery and/or Mortuary shall be subject to these Rules and Regulations and such amendments and alterations as may be adopted by the Cemetery and/or Mortuary from time to time, as amended, shall be enforceable with the same force and effect as such Rules and Regulations and amendments as set forth in the Certificate of Burial Right, Purchase Agreements for Burial Rights, or any other form or document issued by DPCCM.

The Cemetery and Mortuary reserve the right to grant exceptions from the Rules and Regulations upon a showing of what the Cemetery and Mortuary consider to be special facts or circumstances at the sole discretion of the Cemetery and/or Mortuary and the granting of any such exception shall not create a precedent with respect to any past or future application of the Rules and Regulations.

Mission Statement

The mission of Diocese of Phoenix Catholic Cemeteries & Mortuaries is to continue the Church's sacred mission to bury and care for the dead, witnessing to the dignity of human life and the hope of the resurrection, by acting as responsible stewards in providing quality services, resources, comfort and assistance to families in a sacred and spiritual environment.

PLANNING FOR A CATHOLIC BURIAL

For the Catholic, Burial in a Catholic Cemetery is a witness of our faith and belief in the eventual resurrection of the body. Therefore, selecting Interment in a Catholic Cemetery acknowledges a person or family's acceptance of this spiritual mission of the Church. When selecting a Catholic Cemetery, each person recognizes the sacredness of the Cemetery as the final fulfillment of our spiritual life on earth and our respect for the Church and its members.

- A. Burial in a Catholic Cemetery is a privilege for the person of faith. Catholic Cemeteries strive to maintain beautiful grounds and provide Christian service that is affordable for the family.
- B. Policies have been established by DPCCM to assist the survivors in preparing for burial in a Catholic Cemetery.
- C. Ideally, arrangements for the Vigil, the Funeral Mass, and the Committal Service should be made first. Then, the Cemetery arrangements should be made to be sure that the time and date requested is available. Finally, arrangements should be coordinated with the Mortuary for time, Casket and type of services.
- D. The authorized person(s) making at-need arrangements for the burial must do so in person, so as to avoid any misunderstanding or confusion. The family may want to visit and verify the burial site when making arrangements. The family member who is the authorized person must visit and verify the burial site.
- E. The day and hours of services are to be agreed upon by the authorized person, the Cemetery, funeral director and the parish priest or minister, and then definite publication may be confirmed in the news media, church bulletin and the Cemetery schedule.
- F. When a Catholic Cemetery and/or Mortuary are available, Catholics should be encouraged and urged to choose both for the burial of themselves and members of their families.

BURIAL OF NON-CATHOLICS IN A CATHOLIC CEMETERY

Non-Catholic relatives of Catholics are welcomed and encouraged to use the Catholic Cemetery in order that families can be buried together.

Members of "communities not in full communion with the Catholic Church" may use a Catholic Cemetery and/or Mortuary when such decision is made in keeping with Christian beliefs and practices of the individual or family (reference **Directory for Application of the**

Principles and Norms of Ecumenism, March 25, 1993 by the Pontifical Council for Promoting Christian Unity, #137).

TABLE OF CONTENTS

I.	DEFINITIONS	Page 5
II.	OWNERSHIP	Page 9
III.	FUNERAL REGULATIONS	Page 12
IV.	MORTUARIES IN THE DIOCESE OF PHOENIX	Page 15
V.	DISINTERMENTS & REMOVALS	Page 18
VI.	GENERAL REGULATIONS	Page 21
VII.	FLOWER REGULATIONS	Page 25
VIII.	MAUSOLEUM	Page 28
IX.	NICHES & URNS	Page 30
X.	MEMORIALS, OUTER BURIAL CONTAINERS, FOUNDATIONS AND INSTALLATIONS	Page 31
XI.	MEMORIAL SPECIFICATIONS	Page 36
XII.	TEMPORARY ENTOMBMENT	Page 38
XIII.	SOCIAL SERVICE BURIAL	Page 39
XIV.	UNAUTHORIZED SCATTERING OF CREMATED REMAINS	Page 41
XV.	CEREMONIES	Page 42
XVI.	INTERPRETATION	Page 43

I. DEFINITIONS

(Note: Throughout these Rules and Regulations, except as otherwise indicated by context, the masculine gender shall be deemed to include the feminine and neuter, the singular to include the plural, and vice versa, wherever required by the context. Defined terms are capitalized).

Authorized Officer/Agent/Designee: That person designated by the Chief Executive Officer / President / Executive Director of DPCCM

Burial: Placing of Human Remains into a Grave, Crypt or Niche, i.e., Interment, Entombment or Inurnment.

Burial Right: This is a contractual right wherein a Cemetery agrees to give the holder of the Burial Right the right to bury or place Human Remains in a designated Burial Space, Grave, Crypt or Niche as set forth in the contract, all of which is subject to the Rules and Regulations of the Cemetery in effect at the time the contract is entered into and as are amended subsequently. The holder of the Burial Right does not obtain any property rights in any aspect of the Cemetery.

Burial Space: A designated location (Grave, Crypt or Niche) used or intended to be used for the Burial of Human Remains. (See Grave.)

Canon Law: The laws governing the ecclesiastical (rites and customs) affairs of the Catholic Church.

Casket: A rigid container designed for the burial of a human body.

Casket Tray: Cemetery supplied tray for holding or sealing Caskets in a Crypt.

Cemetery: It is the tract of land designated and intended for the Burial of Human Remains. In these Rules and Regulations “Cemetery” refers to each Cemetery owned and operated by DPCCM.

Chapel: A place of Christian worship in a Cemetery or Mortuary, other than a Church, wherein a Committal Service may be conducted.

Committal Service: That portion of the Funeral service committing the body to its final resting place.

Contractor: Any person, firm, or corporation or anyone engaged in placing, erecting or repairing any monument, delivering any property or performing any work on the

Cemetery and/or Mortuary grounds other than employees of the Cemetery and/or Mortuary.

Cremated Human Remains: A human body that has been reduced to very small bone fragments by combustion, evaporation and processing.

Cremation: The heating process that reduces Human Remains to bone fragments by combustion and evaporation.

Crypt: A space in a Mausoleum used or intended to be used for Burial of a human body.

Disentombment: The removal of Human Remains from a garden Crypt or Mausoleum for the purpose of Burial in another location or other lawful disposition.

Disinterment: The removal of Human Remains from the ground for the purpose of Burial in another location or other lawful disposition.

Dome Liner: A reinforced bottomless domed cover used for oversized Caskets only.

Entombment: The Burial of a Casket or urn in a Crypt or Niche.

Executive Director: Person designated as the authorized representative of the Cemetery and Mortuary.

Foundation: A pier type structure made of concrete or other durable material, which is placed under a monument or Memorial for stability.

Funeral: Rites and/or other ceremonies with the body present to commemorate the death that occurred and the life that has been lived.

Grave: A designated platted Burial Space in the ground in the Cemetery used, or intended to be used, for the Burial of Human Remains. (See Burial Space.)

Grave Box: A non-lined and reinforced concrete or steel box.

Human Remains: The body of a deceased person or the cremated remains of a human body.

Interment: Burial of Human Remains in a Grave.

Law of Descent: For purposes of obtaining consent or Permission for any activity involving a Burial, the following persons in the following order shall give those consents and Permissions: (1) Spouse of the deceased; (2) Unanimous consent of children of the deceased; (3) Unanimous consent of parent of the deceased; (4) Unanimous consent of brothers and sisters of the deceased.

If none of the above are available or if unanimous consents are not received, the appropriate Superior Court shall issue the necessary Order (See ARS 36-831.)

1. if the dead person was married, the surviving spouse unless:
 - (a) the dead person was legally separated from the person's spouse.
 - (b) a petition for divorce or for legal separation from the dead person's spouse was filed before the person's death and remains pending at the time of death.
2. the person who is designated as having power of attorney for the decedent in the decedent's most recent durable power of attorney.
3. if the dead person was a minor, the parents.
4. the adult children of the dead person.
5. the dead person's parent.
6. the dead person's adult sibling.
7. the dead person's adult grandchild.
8. the dead person's grandparent.
9. an adult who exhibited special care and concern for the dead person.
10. the person who was acting as the guardian of the person of the dead person at the time of death.
11. any other person who has the authority to dispose of the dead person's body.

Mausoleum: A structure containing Crypts for the Entombment of Human Remains. It may be an enclosed structure (indoor Mausoleum) or a structure where all Crypts are accessible to the outside (i.e., garden Mausoleum).

Memorial: Any Cemetery approved monument, marker, tablet, nameplate, or structure upon or in any Burial Space placed there upon, for the purpose of identification or in memory of the deceased person.

Mortuary: A building licensed as a Mortuary by the State of Arizona designed for the care, preparation, and honoring of Human Remains. In these Rules and Regulations "Mortuary" refers to each Mortuary owned and operated by DPCCM.

Niche: A space in a columbarium (structural arrangement of Niches) used or intended to be used to bury (inurn) human cremated remains.

Notice: Any attempt to contact with the Owner of record by a written message, placed in the United States mail, postage prepaid, to the last address reflected in the records of the Cemetery and/or Mortuary.

Outer Burial Container: A Vault or Grave Box into which a Casket is placed for Burial. (a) Vault: a lined reinforced concrete or steel Burial box, which has a sealed lid; (b) Grave Box: A non-lined and reinforced concrete or steel box.

Owner: The person designated on the Purchase Agreement for Burial Rights, burial products, Cemetery services. In the event Owner is deceased, and there is a Will, the individual who was bequeathed the Burial Rights, burial products or Cemetery

services shall be deemed the Owner. In the event there was no Will or the Will did not make provisions for Burial Rights, burial products or Cemetery services, the Owner shall then be the person entitled to the property pursuant to the Intestate Laws of the State of Arizona.

Permission: Written authorization from the President / Executive Director of DPCCM or his Designee.

Purchase Agreement for Burial Rights: A written agreement executed by an Authorized Agent of DPCCM and approved by the President / Executive Director or his agent documenting the purchase of graves, merchandise, and/or services, and designating the owner of the graves.

Rules and Regulations: Those Rules and Regulations adopted by the Advisory Board of DPCCM and approved by the President / Executive Director of DPCCM, which are in effect as of the time that the Burial Right is purchased and as subsequently amended by the Advisory Board of DPCCM and approved by the President / Executive Director of DPCCM.

Vault: A lined reinforced concrete or steel Burial box, which has a sealed lid.

II. OWNERSHIP

- A. Burial Rights, Interment/Entombment fees, Outer Burial Containers, Memorials, vases, Crypts, Niches, urns and other memorialization products may be purchased on a deferred payment basis, if desired. No Burial shall be made, however, until the purchase price has been paid in full.
- B. The right to enlarge, reduce, replace or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of, or any part thereof, or remove or regrade the roads, drives and walks is hereby expressly reserved by the Cemetery and/or Mortuary. The Cemetery and/or Mortuary also expressly reserves the rights to lay, maintain and operate, or alter or change pipelines, gutters, irrigation systems, drainage, lakes, etc. The right to use Cemetery property, where Burial Rights have not been sold to individual Owners, for Cemetery and/or Mortuary purposes, including the interring and preparing for Interment/Entombment of dead Human Remains, or for anything necessary, incidental or convenient thereto is reserved by DPCCM. DPCCM reserves itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over the lots for the purpose of passage to and from other Burial Spaces and any other purpose.
- C. All descriptions and sizes of Burial Spaces will be in accordance with the Cemetery maps, which are kept on file in the Cemetery offices. If an Outer Burial Container has been, or is to be used, that is of a larger length or width than can be accommodated by the size of the space where Burial Rights were purchased by the Owner, the Cemetery reserves and shall have the right to infringe on the boundary of the next adjoining Burial Space if not already used for Burial, thus eliminating such Burial Space for future Burial and the Owner must purchase that adjoining space. If Burial Rights in the next adjoining Burial Space are already owned by an Owner other than the party requesting the Burial, the Cemetery reserves the right to require the use of a smaller Outside Burial Container or by substituting or transferring in lieu thereof Burial Space of equal value and similar location as may be selected by the Cemetery or by refunding the amount of money as prescribed in his original Purchase Agreement for Burial Rights.
- D. The laws of the State of Arizona shall govern all matters involving DPCCM, including but not limited to, enforcement of Rules and Regulations, transfer of Burial Rights and conduct of a Burial.
- E. The certificates of Burial Rights, Purchase Agreements for Burial Rights and any other purchase agreements, if applicable, and these Rules and Regulations and

any amendments thereto, constitute the sole agreement and agreements between DPCCM and the Owner.

- F. The Cemetery and/or Mortuary reserve the right to compel persons coming into the Cemetery and/or Mortuary to obey all Rules and Regulations adopted by the Cemetery and/or Mortuary.
- G. The Cemetery and/or Mortuary will take all reasonable precautions to protect the Burial Rights of the Owners within the Cemetery and/or Mortuary, from loss or damage, however, it specifically disclaims any responsibility for loss or damage due to causes beyond its reasonable control, including but not limited thereto, damage caused by elements, acts of God, common enemy, thieves, vandals, malicious mischief, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, when the damage be directed or collateral, other than as herein provided.
- H. In the event of an error, the Cemetery and/or Mortuary may, at its option, correct the error at its expense or issue a refund.
- I. Before any Owner can transfer a Burial right, it must first be offered to the Cemetery. The purchase price of the offer will be on a case by case basis. The Notice of Intent to Sell or Transfer must be in writing and must be addressed to the President / Executive Director of DPCCM or the designated representative of the President / Executive Director and delivered or sent by Certified Mail, Return Receipt Requested, to the President / Executive Director. The Cemetery and/or Mortuary may exercise its right by sending a check to the Owner at the address indicated on the Notice and, if none, the address in the records of the Cemetery and/or Mortuary. The acquisition of a Burial Right as described in the definition of Owner is not a transfer under this paragraph. The President/Executive Director may waive the right to purchase the Burial right and approve a transfer to a third party.
- J. Any and all transfers of any Burial Rights are subject to all the Rules and Regulations of the Cemetery and/or Mortuary that are in force and effect, or those that may be enacted at a later date. The Cemetery and/or Mortuary may refuse to consent to an assignment if there is any indebtedness due the Cemetery and/or Mortuary from the Owner recorded in the Cemetery and/or Mortuary records. All transfers of ownership are subject to a transfer fee. The fee is to be set by the President / Executive Director of DPCCM and posted in the Cemetery and/or Mortuary office. Such fee must be paid to the Cemetery and/or Mortuary when the transfer is recorded.
- K. All work on Burial Spaces or on lands owned by the Cemetery and/or Mortuary will be done by the employees of the Cemetery and/or Mortuary under the direction of the Cemetery and/or Mortuary, except when written Permission is otherwise granted.

- L. No enclosure of any kind, such as a fence, hedge, or ditch shall be permitted around any Grave.
- M. All agreements for the purchase of Cemetery Burial Rights must be on forms approved and signed by the Authorized Officers of the Cemetery and/or Mortuary. All terms and conditions for the purpose of Burials (Interment/Entombment), and removals must be stated in any and all agreements. Verbal Burial agreements or representation will not be recognized.
- N. The general care of the entire Cemetery and/or Mortuary grounds and lots is assumed by the Cemetery and/or Mortuary under the provisions of the Rules and Regulations and discretion of the President / Executive Director and Advisory Board. The Cemetery and/or Mortuary authority, upon application by the Owner, will make estimates for special work and charges for the work must be paid in advance.
- O. If any Memorial, or any structure whatsoever, or any inscription that is placed on or near any Lot, Crypt or Niche is determined by the President / Executive Director or his authorized representative to be offensive, he shall have the right and it shall be his right to remove, change or correct the offensive inscription or improper object or objects.
- P. If any tree, shrub or plant standing upon any lot by means of its roots, branches or otherwise becomes detrimental to adjacent lots, or if for any other reason removal has become necessary, the Cemetery and/or Mortuary shall have the right and duty to remove or have removed such tree, shrub, or plant, or otherwise correct any condition that in their judgment seems best.
- Q. No person, other than the Cemetery and/or Mortuary authorities, shall remove any tree, plant, and shrub, flower either wild or cultivated, from any part of the Cemetery and/or Mortuary. (See VI.E)
- R. The Burial Space or Burial Spaces described in a Purchase Agreement for Burial Rights may not be ready for Interment or Entombment when death occurs. In that event, and if the Owner is not in default under the terms of the Purchase Agreement for Burial Rights, the Cemetery and/or Mortuary may exchange Burial Rights in any such space or spaces for any other space or spaces in a completed section (Mausoleum, columbarium, etc.) of the Cemetery of the same number and comparable value as the space or spaces where Burial Rights were being purchased. Alternatively, the Owner may elect to have a temporary Interment or Entombment, with removal to the property described in the Burial Rights Agreement, when completed, at no additional expense to the Owner or his survivors.

III. FUNERAL REGULATIONS

- A. The Cemetery and/or Mortuary have the right to establish hours of operation. Except as otherwise provided herein, there will be no Burials on Sunday. The President / Executive Director or his Designee may approve Burials on Church or Government holidays. There shall be additional service charges if this does occur. All fees and service charges are available in the Cemetery and/or Mortuary office.
- B. Notice of at least twelve (12) working hours before the scheduled time of the Funeral is required. Exception to this rule will be made only in cases of death from a contagious disease or when so ordered by the civil authorities or with approval of the President / Executive Director.
- C. Funeral homes are required to check with the Cemetery and/or Mortuary for availability of Burial times prior to finalizing the scheduling of Funeral services.
- D. Where immediate Burial is ordered under and pursuant to the laws of the State of Arizona, or under the rules and regulations of the Board of Health, Burials may be made on Sundays and holidays.
- E. Funeral Directors, after entering the gates of the Cemetery shall be subject to the direction of the Authorized Officers or authorized employees of the Cemetery.
- F. Once the Casket containing the deceased is within the confines of the Cemetery, no funeral director, assistant, employee or agent of any funeral director, or any officer, employee or agent of the Cemetery and/or Mortuary or any other person shall be permitted to open the Casket and/or touch the body of the deceased without an affidavit of consent of a legal representative based on the Laws of Descent and the consent of the President / Executive Director of DPCCM or his Designee, or by an order signed by the court of competent jurisdiction. Opening of said Casket must be in the presence of a funeral director.
- G. Funeral Directors, upon arrival at the Cemetery, must present the necessary Burial Disposition Permit issued by the local health office.
- H. Outer Burial Containers and Funeral flowers must be delivered in a timely manner to the Burial site. Designs shall be consistent with the nature of a Catholic Cemetery.

- I. All orders for Burial with the designation of the Burial Space must be signed by the Owner of the Burial Right or his legal representative prior to the opening of the space. In the event that this is impossible for any reason, such Permission may be given in writing, email, telegram or fax. The Cemetery and/or Mortuary shall not be liable for any delay in the Burial of a body where a protest to the Burial has been made or where the Rules and Regulations have not been complied. DPCCM shall be under no duty to recognize any protest of burials unless they are in writing and filed in the office of the Cemetery and/or Mortuary. If there is a dispute, the Cemetery and/or Mortuary may request a Court Order from a Court of competent jurisdiction in Maricopa County, Arizona, to make the Burial. Any disputes arising out of the relating contract or matters concerning the placement of Human Remains in the Cemetery and/or Mortuary, shall be resolved in the Superior Court of Arizona. If it is a general matter involving DPCCM, the action shall be brought in Maricopa County, Arizona. If it is a matter directly arising out of the Burial remains in a Cemetery and/or Mortuary, the action shall be brought in the County wherein the Cemetery is located.
- J. Procedures for families wishing to witness the Casket lowering are on file in the Cemetery and/or Mortuary office. Families wishing to witness the full lowering must be at least 50 feet away from the Grave.
- K. No more than one (1) human body or remains of more than one (1) body shall be buried in a Grave/Vault/Crypt or Niche unless the Purchase Agreement for Burial Rights specifically states that more than one (1) body or remains of more than one (1) body may be buried together in the Grave/Vault/Crypt or Niche. Where a mother and child are placed in the same Casket or an adult Grave is divided for Burial for two (2) infant Human Remains of two (2) infant bodies. Any request must be in writing to the President / Executive Director his designee. The Cemetery and/or Mortuary also reserve the right in its sole discretion to disapprove a request.
- L. The Cemetery will provide services that do not make the Interment of Cremated Human Remains in a Cemetery cost prohibitive.
- M. All full body Burials must be made in Outer Burial Containers. The exception is the Burial of infants when a combination Casket/Vault is used for the Burial. Outside Burial Containers may be procured from any outside source provided that they meet the specifications established by the Cemetery, comply with the Rules and Regulations of the Cemetery, and acquire the written approval of the Cemetery.
- N. The Cemetery and/or Mortuary cannot accept Caskets, including handles and hardware, for Interments in excess of Outer Burial Container measurements (inside dimensions) or any sharp edges that may cause damage to the lowering device straps.

- O. Damage done to lots, walks, drives, trees, shrubs, or other property by dealers, Contractors, their agents or families visiting the Cemetery and/or Mortuary shall be repaired by the Cemetery and/or Mortuary and the cost paid by those responsible.
- P. Owners of Burial Rights must make arrangements for the payment of any and all indebtedness due to the Cemetery and/or Mortuary prior to any Burial.
- Q. All Burials must be made at the time, and in the manner and upon payment of the charges fixed by the Cemetery and/or Mortuary. Prior Notice will be required for any and all Burials (See B).
- R. The Cemetery and/or Mortuary and the authorized employees and/or Contractors of the Cemetery and/or Mortuary are the only persons that will be permitted to open Burial Spaces, Crypt fronts, and Niche fronts.
- S. The Cemetery and/or Mortuary reserve the right to demand written evidence of eligibility for Catholic Burial according to the norms of Canon Law of the Catholic Church.

IV. MORTUARIES IN THE DIOCESE OF PHOENIX

A. General Principles

When those making arrangements seek to use the Mortuary, the Mortuary staff will provide the same basic services that other mortuaries provide, but with greater pastoral care and sensitivity to Church teaching. The first step should be to contact the parish of the deceased. If there is no existing relationship with a parish, the parish where the deceased had domicile will be presumed to be the point of contact for Mass or other services.

A goal of the Mortuary is to evangelize and reconnect separated families with the Church. This can be facilitated by arranging to use the parish church, providing support from the Mortuary staff and by supporting bereavement ministries that are offered by DPCCM through a parish or other agency of the Diocese.

Funeral and Memorial Masses will not be conducted in the Mortuary Chapel. This does not preclude the use of the Chapel for Masses on special occasions that serve the welfare of the Catholic community rather than the desires of individual families. (While many such Masses will require a larger space than the Mortuary Chapel allows, e.g. Masses on Memorial Day and All Souls Day, Masses at these times or for similar cases could be held in the Mortuary Chapel.)

If those seeking to use the services of the Mortuary express their intention to engage in practices that are not in conformity with the teaching of the Church, those persons shall be informed that their desires cannot be accommodated and a referral will be made to other local mortuaries.

The Mortuary will not offer any services or product that is not consistent with Church teaching.

Those who contact the Catholic Mortuary for services will be provided with well prepared materials that explain Church teaching, for example, that the Burial of the body is preferable to Cremation and that cremated remains are to be properly interred.

B. Chapel

While available for additional uses, such as viewing of deceased persons or other non-liturgical activities or events, the Chapel will be decorated in a manner consistent with its sacred purpose.

C. Use Of Chapel For Services For Those Who Are Not Catholic

The Chapel may be used by a Catholic priest, deacon or authorized person who is conducting a service for a non-Catholic member of a family when the Catholic member of the family wishes to use the Mortuary and its services.

Ministers of Christian Churches and Ecclesial Communities whose baptism is recognized as valid by the Catholic Church may conduct services in the Mortuary Chapel for deceased non-Catholics at the request of those seeking to use the Mortuary and its services. This Permission does not extend to celebration of the Eucharist or Lord's Supper according to the rites of that Church or Ecclesial Community.

The Chapel may not be used for services that would be conducted by clergy or other religious leaders from faith traditions that are not Christian as understood by the recognized validity of baptism. If approached for such services, families seeking to use the Mortuary will politely be informed of this restriction. An option would be to use a viewing room but, if necessary, those who approach the Mortuary for services will be referred to other local mortuaries.

D. Mass and Other Liturgical Rites at the Mortuary

Funeral and Memorial Masses will not be permitted in the Chapel of the Mortuary.

Funeral Masses should be offered in the parish church of the deceased to celebrate their unity with the People of God with whom they worshiped and lived out their baptismal vocation.

When the deceased was not active in a parish community, the preferred option is for the Mortuary to assist in arranging the Funeral Mass at the parish in which the deceased had domicile, or the parish of surviving family members.

The Mortuary funeral director should assist those who have come to make arrangements for the deceased to appreciate the value of celebrating the life of the one who had died by fully entering into the Rites that the Church provides at the time of death.

Proper liturgical practice must be followed as promulgated in the approved texts, especially the *Order of Christian Funerals*. Any questions should be referred to the Diocesan Office of Worship.

E. Cremation

The Mortuary staff has well prepared informational materials available to provide to those who may not know or understand the teachings of the Church with regard to Cremation, Funeral rites and other relevant issues.

As part of the check list that is used when families come in for services when Cremation is requested, those making arrangements will be asked what disposition is planned for the Cremated Human Remains.

If those making arrangements express the intention of engaging in a practice of disposition of the Cremated Human Remains that is not consistent with the teaching of the Church, the family will be informed of Church teaching and should they expressly reject that teaching, the Mortuary will be required to decline their business and refer them to another local mortuary.

Mortuary staff will be not required to go beyond asking what disposition of the Cremated Human Remains is planned and will only be required to refuse service when the intention expressed clearly violates Catholic Church teaching.

V. DISINTERMENTS AND REMOVALS

- A. Upon request for Disinterment, the President / Executive Director of DPCCM, or the designated representative of the President / Executive Director, will determine, after giving consideration of all factors, including but not limited to, location of the Grave, depth of the Grave, length of time since Burial, and any other factors the President / Executive Director deems relevant, as to whether or not DPCCM will consent to a Disinterment. It is the policy of DPCCM that any Human Remains interred at the lowest level of a three-tier Grave will not be disinterred.
- B. If DPCCM consents to the Disinterment, DPCCM will designate the persons who must be notified and from whom written consent must be obtained before Disinterment can take place. Disinterment Authorization and Release forms must be signed by all persons who have the authority to authorize the disinterment.
- C. If, in the sole and absolute discretion of DPCCM, consent is withheld, then the person requesting Disinterment may apply to the Superior Court of Arizona in and for the County of Maricopa for an appropriate Order of Disinterment. DPCCM may or shall appear and register its concerns, objections and issues that the Court must address.
- D. When DPCCM agrees to perform the removal, a price will be set for the performance of the removal. DPCCM personnel will do all work up to the point that the Casket or Outer Burial Container is removed from the Burial Space. At that point, if the remains are to be removed from the Cemetery, a funeral director, designated by the person responsible for the removal, will assume responsibility for the remains.
- E. At the discretion of the President / Executive Director, or his designated representative, DPCCM may decide not to perform the physical removal for reasons including, but not limited to, that it is beyond the capability of DPCCM. In that event, the following procedure will be implemented with the following designated responsibilities.

DPCCM will have only the following responsibilities:

1. Marking the location of the Burial Space.
2. Providing personnel during Disinterment/Disentombment for the sole purpose of coordinating the other activities of the Cemetery in a manner, which will not interfere with the Disinterment /

Disentombment and to insure that the Disinterment / Disentombment will not interfere with the other Cemetery activities. There will be a charge for this provision.

3. Establishing a time and date for Disinterment/Disentombment after Notice is given.

For a Burial in-ground the person responsible for the Disinterment will have the complete and sole responsibility for disinterring the remains from the time the excavation commences to the time the excavation is backfilled to the original grade level and condition of the Cemetery, subject to the final approval of DPCCM.

For a Burial in a Crypt the person responsible for the Disentombment will have complete and sole responsibility for removing the remains from the time the Crypt front is removed to the time it is replaced and the condition of the area is returned to its original state and approved by DPCCM.

The person requesting or responsible for the disinterment will comply with the following procedure:

1. Provide evidence of liability insurance in an amount determined by DPCCM and designate the corporation or business that will perform the excavation and/or removal.
2. Give DPCCM at least ten (10) days Notice of the date for Disinterment/Disentombment.
3. For a Disinterment, check for soil density and moisture content in order to further determine that the excavation can take place.
4. Provide a backhoe for a Disinterment and/or other equipment necessary for the excavation and/or removal.
5. Provide, for a Disinterment, the necessary shoring during excavation, which complies with safety standards.
6. Provide experienced personnel to conduct the excavation and removal of the remains, which comply with all OSHA requirements and procedures, including but not limited to, shoring and exposure to blood borne pathogens.
7. When the removal is a Disinterment, expose the cover surface of the Outer Burial Container and determine the condition and feasibility of removing the container intact, or removing the cover of the Outer Burial Container, or breaking and fracturing the container cover in

order to view the exposed Casket and evaluate the appropriate means for removal of the remains.

8. Remove the remains from the Burial Space.
9. Remove the Outer Burial Container.

10. Backfill the excavation to grade level in a manner according to standards set forth by DPCCM for a Disinterment. Clean the interior of the Crypt for a Disentombment in a manner according to standards set forth by DPCCM.

The Disinterment/Disentombment will take place with the understanding that if at any time during the process DPCCM determines that continuation of the Disinterment/Disentombment would place personnel at risk beyond acceptable standards; the Disinterment/Disentombment process may be stopped.

It is further understood that the Disinterment/Disentombment process will always be conducted in a manner respectful to Human Remains.

The person responsible for the Disinterment/Disentombment will designate a funeral director who will assume complete responsibility for the remains once the remains are brought to the surface of the Burial Space and will remove the remains from the Cemetery.

The person responsible for the Disinterment/Disentombment will be fully responsible for hiring personnel and companies to perform the Disinterment/Disentombment acceptable in the sole and absolute discretion of DPCCM. In addition, the person responsible will indemnify and hold harmless DPCCM for any liability arising out of the Disinterment/Disentombment in a form of agreement satisfactory to DPCCM in their sole and absolute discretion other than performing the responsibilities as specifically set forth in the first paragraph above.

- F. Any permits required by law or forms required by DPCCM must be obtained by the applicant and must be presented to the Cemetery prior to any Disinterment/Disentombment in a form of agreement satisfactory to DPCCM in their sole and absolute discretion.

VI. GENERAL REGULATIONS

- A. The Cemetery and/or Mortuary reserves the right to refuse admission to the Cemetery and/or Mortuary grounds, or to expel therefrom any person or persons violating these Rules and Regulations or when it deems their actions objectionable or when the person's presence may not be in the best interest of the Cemetery and/or Mortuary. DPCCM, through its Authorized Officers and employees, shall enforce all Rules and Regulations and shall have supervision and control of grounds, buildings, the conduct of Funeral, traffic and all persons in the Cemetery and/or Mortuary.
- B. DPCCM reserves the right to establish hours and operation. The Cemetery grounds will be open year round during such hours as are posted.
- C. No money or gratuity shall be paid to the attendants employed by DPCCM. The entire time of the persons regularly employed on the grounds belongs to DPCCM. Visitors and Owners must not otherwise engage them. All orders, inquiries and concerns should be filed at the Cemetery and/or Mortuary office.
- D. Persons within the Cemetery shall use the roads and walks provided therein. Access is permitted to one's lot across the lots of others. The Cemetery and/or Mortuary expressly disclaim liability for any injuries sustained by anyone violating these Rules and Regulations.
- E. Persons visiting the Cemetery and/or Mortuary or attending Funerals are strictly prohibited from picking flowers, wild or cultivated, breaking or injuring any tree, shrub, or plant, or from climbing upon, defacing, or injuring any marker, vase, fence or other structure within the Cemetery and/or Mortuary grounds. (See II.Q.)
- F. Motorcars and other vehicles must be kept under complete control at all times. Vehicles meeting a Funeral procession shall stop until the procession passes. Vehicles shall not pass a Funeral procession proceeding in the same direction within the confines of the Cemetery. Vehicles shall not be left with the engine running.
- G. The following regulations shall apply to all vehicles operated within the Cemetery:
 - a. No vehicles shall be driven in the Cemetery at a speed over 10 mph;

- b. No vehicle shall be driven on or upon any Grave, or Lot, or lawn, nor shall it be parked or left. Exceptions: DPCCM vehicles;
 - c. No vehicle shall be parked or left on any road or driveway that it may hinder the passage of other vehicles. If this Rule is violated, DPCCM reserves the right to remove the vehicle at the Owner's expense, and without liability to DPCCM.
- H. The throwing of rubbish or discarding or disposing of refuse within the confines of the Cemetery and/or Mortuary is prohibited except into receptacles, which are located at various places throughout the Cemetery and/or Mortuary for that purpose.
- I. Bringing beer, intoxicating liquors or illegal drugs within the confines of the Cemetery and/or Mortuary is strictly forbidden.
- J. DPCCM is not responsible for theft or damage to anything placed on Burial Spaces or in the Mausoleums. DPCCM and its agents shall have the authority to enter upon any Burial Space or Mausoleum and remove any objectionable object or structure that may have been placed there contrary to the regulations of said Cemetery with the Permission of its President / Executive Director or his representative.
- K. No person shall be permitted to enter or leave the Cemetery and/or Mortuary except by the entrances and exits provided for this.
- L. Any person found on the grounds after visiting hours will be considered a trespasser. All visitor hours are as posted.
- M. No person shall be permitted to use profanity or boisterous language or in any way disturb the peace, quiet and good order of the Cemetery and/or Mortuary. The President / Executive Director or his designated representative will determine at his or her sole discretion what conduct and noise from radios, boom boxes, motorcycles, etc. disturbs the peace and quiet and dignity of the Cemetery and/or Mortuary. Upon request from the President / Executive Director or his designated representative, to cease conduct or noise, the individual will terminate the conduct or noise immediately or be considered a trespasser and be required to leave the premises either voluntarily or by an appropriate law enforcement officer.
- N. All persons are forbidden to hunt or disturb any animal life in the Cemetery. All persons are reminded that the grounds are sacredly devoted to the Memorialization of the human dead, and that the provision and penalties of the law, as provided by statute will be strictly enforced in all cases of injury, disturbance and disregard of these Rules and Regulations.

- O. There shall be strict observance of all the propriety due the Cemetery and/or Mortuary, whether embraced in the foregoing regulations or not, as no impropriety will be tolerated.
- P. Any individual who observes anyone in violation of the Rules and Regulations is requested to report such information to DPCCM management.
- Q. No person except a law enforcement officer while on duty or a military guard of honor approved the by President / Executive Director may bring in or carry a firearm or weapon of any kind on the premises of the Cemetery and/or Mortuary.
- R. All work and other activities must cease during the conducting of a Committal Service in the immediate vicinity of Burial Space where a service is being held.
- S. The taking of photographs or the making of films or videos for commercial or broadcast purposes on the Cemetery and/or Mortuary property is not permitted without specific Permission of the President / Executive Director or his Designee.
- T. Children under the age of sixteen (16) must be accompanied and under the control of an adult on the Cemetery and/or Mortuary grounds at all times.
- U. No horseback riding is permitted on Cemetery and/or Mortuary property. Animals may not be brought into the Cemetery and/or Mortuary unless they are at all times on a leash controlled by their owner or in an automobile. Owners who have their animals on Cemetery and/or Mortuary property must clean up their animal's waste.
- V. It is the duty of DPCCM management to see that the Rules and Regulations are enforced and that order is maintained, in order to protect and promote the best interest of DPCCM. To that end, the management of DPCCM is authorized by the President / Executive Director and the Advisory Council to make temporary additional rules and regulations, which may be needed from time to time for emergencies that are not covered by these Rules and Regulations.
- W. Special cases may arise in which the literal enforcement of a Rule may impose unnecessary hardship. The President / Executive Director, therefore, reserves the right, without Notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in his judgment, the same appear advisable, and such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of such. DPCCM or their Designee may, and expressly reserves the right, at any time or times,

with or without Notice to the Owner to amend or modify these Rules and Regulations and to adopt new Rules and Regulations.

- X. It shall be the duty of each Owner to notify the Cemetery and/or Mortuary in writing of any change in their post office address.
- Y. Solicitation or distribution of literature (written or printed matter of any description) by employees or non-employees is prohibited unless the President / Executive Director has given prior written Permission.
- Z. It is the policy of DPCCM to recover attorney's fees and costs from persons who require the enforcement of the Rules and Regulations and from persons whose conduct or request result in DPCCM incurring attorney fees and costs.

VII. FLOWER REGULATIONS

DPCCM have the obligation and responsibility to all the Owners of Burial Rights to maintain and preserve the appearance of its Cemeteries. The following Rules and Regulations are made in the best interest of all concerned in order that the Cemeteries may continue to be a refuge for those seeking a serene location for reflection, meditation, and/or prayer.

All Cemeteries EXCEPT Holy Redeemer and All Souls

- A. Flowers are permitted only in vases approved by DPCCM. All flowers in ground level, invertible vases are permitted throughout the year. Placement of decorations for special days (Valentine's Day, Easter, Mother's Day, Father's Day, Memorial Day, and All Souls' Day) may be placed seven (7) days before those days and are deemed removable by DPCCM seven (7) days after. The only exception to this will be the holiday of Christmas when decorations are permitted immediately after the Thanksgiving holiday with removal the second (2nd) week of January. All wreaths or other decorations must be on an easel, or sound support, which can be moved for suitable trimming around the Memorial. DPCCM shall not be responsible or liable for decorations not removed by the Burial Right Owner or a visitor after the removal date occurs.
- B. Placing potted flowers, plants, summer wreaths, or baskets on Graves are only permitted on special days as listed above in "A". The digging of holes, etching or mowing of designs, borders, etc. for any purpose whatsoever is strictly prohibited.
- C. DPCCM shall have the authority to remove all decorations, floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery as soon as, in the judgment of the management, they become unsightly, dangerous, oversized, detrimental, or diseased, or when they do not conform to the standards maintained. Floral arrangements that are not in plastic or metal containers will be removed by DPCCM personnel and discarded. Glass, balloons, pinwheels, candles, metal cans or decorations, chimes, wooden or metal crosses, toys, statues, pictures, cards, personal items, beverage containers, fences, loose objects, picnic umbrellas, picnic tables, coolers and food are some of the items never allowed in the Cemetery. Management will remove and discard these items immediately since they are a potential danger to the maintenance crews and visitors.

- D. DPCCM shall not be liable for floral pieces, baskets, or frames in which or to which floral pieces are attached, beyond the acceptance of such floral pieces for the Funeral services held at the Cemetery.
- E. DPCCM shall not be responsible for frozen plants or herbage of any kind or for plants damaged by the elements, thieves, vandals, or by causes beyond its control.
- F. DPCCM reserves the right to prevent the removal of any flower, floral designs, wreaths, shrubs, plants or herbage of any kind.
- G. No planting of flowers, bushes, shrubs, or trees by the Owner will be permitted, unless special Permission is given in writing by the President / Executive Director.
- H. Removal of all floral arrangements, including those that are in the prescribed vase units, decorations, plants, shrubs, herbage will take place at certain specified times during the year for the purpose of a complete maintenance clean up of the Cemetery. The dates for the general Cemetery clean up are posted in the office and on signage at all Cemeteries. Items will be permitted on the lots, Graves, or vase units during the specific times of year designated for maintenance. During the general clean up, the only floral arrangements, decorations, plants, shrubs, herbage permitted will be those that are placed for the purpose of a Burial and Funeral service.
- I. All floral, plant, shrub, herbage receptacles must be approved by DPCCM management.
- J. Fresh flowers are not permitted in the enclosed Mausoleum areas. All flowers on Crypts or Niches must be placed in DPCCM approved vase units. Floral arrangements are not permitted that encroach on other Crypt or Niche fronts. Decorations, cards, pictures, stickers, tape or other material may not be affixed to the Crypt or Niche front. The Cemetery, without Notice to the Owner, reserves the right to remove and dispose of any decoration from a Crypt or Niche that, in management's judgment, is inappropriate.
- K. DPCCM is not responsible for items that are missing or stolen from a Grave location.

Holy Redeemer Cemetery and All Souls Cemetery

- A. On the first Tuesday of each month, in a general Cemetery clean up, all flowers will be removed from Graves, Niches and Crypts.
- B. All floral arrangements (artificial and natural) placed on a Grave space, Niche or Crypt must be in a DPCCM approved vase. Any floral arrangement not in

an approved vase will be removed. All markers must have a vase hole. DPCCM may remove any floral decoration as soon as, in the Management's judgment, it becomes unsightly or diseased, or when deemed necessary for proper maintenance of the Cemetery.

- C. Placing vigil lights, candles, boxes, cans, shells, toys, metal designs, ornaments, signs, cards, chairs, non-approved vases, glass, wood or iron crosses, concrete urns, potted plants, pictures, or any article other than Cemetery approved vases (with artificial and/or natural flowers only) upon a Grave space is not permitted. Decorations on surrounding trees and shrubs are not permitted. DPCCM reserves the right to remove and dispose of any article without Notice to the Burial Right Owner.
- D. Floral stands, wreath, baskets and other floral tributes, which are part of floral offerings at the time of Interment, will be left for a period of three (3) days.
- E. During the holiday periods (Valentine's Day, Easter, Mother's Day, Father's Day, Memorial Day, All Souls' Day, Christmas), flower Grave decorations are allowed from seven (7) days preceding the holiday until seven (7) days after the holiday.
- F. Granite chips, marble chips, gravel, stone, cement, trenching or other types of artificial borders around the Grave space will not be permitted.
- G. DPCCM retains the right to remove and not replace trees, shrubs/plants that may encroach on Burial Spaces, become unsightly, diseased or damaged by accident or weather.
- H. Memorials of any kind, vases, trees, shrubs or any plants may not be installed or planted by anyone other than DPCCM without written consent by the President / Executive Director.
- I. DPCCM is not responsible for items that are missing or stolen from a Grave location.
- J. Photographs, souvenirs, wreaths, flags, or other emblems are not permitted in the Mausoleum and Niche columbarium. DPCCM reserves the right to remove them without Notice to the Owner.

VIII. MAUSOLEUM

- A. The plans, specifications, and proposed position on DPCCM for the construction of a family Mausoleum or a sarcophagus must be submitted to DPCCM for approval and DPCCM reserves the right to prohibit the construction of any structure that is not considered suitable or desirable.
- B. No Mausoleum or sarcophagus will be permitted in the Grave sections as now platted, but only in areas designated for their use by the President / Executive Director.
- C. Rules and Regulations as previously set forth in regard to DPCCM shall also apply to the Community Mausoleum Chapel buildings and Community Garden buildings.
- D. For the sake of uniformity, inscriptions and names on individual Mausoleum Crypts may be inscribed and identified only in such a manner and according to such design as approved by DPCCM. Any such inscribing or identifying of Crypts may be done only by DPCCM and upon payment, therefore, according to the schedule of charges maintained in the offices of DPCCM. The above will also be adhered to regarding the placement of emblems or other such Memorializations, such as DPCCM approved pictures, lights or flower receptacles.
- E. DPCCM cannot accept Caskets, including handles and hardware, for Mausoleum entombments in excess of Crypt measurements. The authorized DPCCM representative(s) shall notify the Burial Right Owner or his legal representative when this does occur.
- F. Embalming is required for all Mausoleum or Garden Crypt Entombments. Caskets must be of a rigid and durable material. The President / Executive Director reserves the right to reject any Casket that it deems inappropriate for Entombment. Casket Trays are required.
- G. It is the policy of DPCCM that the Cemetery will not accept the cremated remains of a human body for an entombment into a single Crypt along with the Casket of the Owner without the written consent of the Owner and the Cemetery. Only one (1) such cremated remains can be entombed in the above manner and only in a single Crypt. The Memorialization of such a Crypt shall be treated as though it were a True Companion and cannot exceed two (2) names. All fees for this arrangement are on file in the Cemetery office. DPCCM reserves the right to make exceptions to the above Rule.

- H.* In no instance shall there be permitted more than two (2) Caskets within a True Companion Crypt, a single Casket in a Single Crypt, two (2) Caskets in a Westminster for two (2) or four (4) Caskets in a Westminster for four (4).
- I.* For the purpose of clarification, if a family requests, or the Cemetery and/or Mortuary deems it necessary to have services in the Chapel for human remains that are to be interred in the ground, it may be scheduled with the Permission of DPCCM Management.
- J.* Inscriptions, Crypt plates and emblems may be ordered at the Cemetery and/or Mortuary office. All lettering will be one designated style and size for a uniform appearance. Lettering or Crypt plates will be made of bronze and be installed permanently on all Crypt fronts. DPCCM reserves the right to make any and all changes regarding inscriptions and emblems for future embellishment of the present Mausoleum or any new Mausoleum that may be constructed at a future date.
- K.* Individuals requesting the construction of a private Mausoleum or sarcophagus on Cemetery property are responsible for all fees including government permits and assessments. In addition, the client will be responsible for all costs incurred by DPCCM to revise site plans and making civil changes to the Cemetery grounds. DPCCM reserves the right to approve or disapprove material and design.

IX. NICHES AND URNS

- A. Only one (1) urn may be placed in a Niche unless such Niche has been purchased with the written Purchase Agreement for Burial Rights that more than one (1) urn may be placed therein, and all remains in said Niche must be in a closed container.

- B. Only urns specifically designed for cremated remains may be placed in any glass front Niche. The urn must be bronze, ceramic, marble, or granite and have a designated place thereon where an engraved Memorialized inscription may be placed. Wooden urns are not permitted. The dimension of the urn or urns must be so as to fit in the purchased Niche. Where a Companion Niche is for two (2), the dimension of each urn must be small enough to accommodate both urns in the same Niche. DPCCM reserves the right to refuse any urn, which it deems unattractive or detrimental to the décor or intended appearance of the columbarium of Niches.

- C. All Niche plates and emblems must be bronze. DPCCM must approve all emblems. DPCCM must approve the number of Niche plates and emblems per Niche. The sizes of Niche plates and emblems permitted are on file in the Cemetery and/or Mortuary office.

**X. MEMORIALS, OUTER BURIAL CONTAINERS,
FOUNDATIONS AND INSTALLATION**

- A. In order that the improvements and appearance of the Cemetery be kept uniform, DPCCM reserves and shall have the right to regulate the kind, size, design, quality and material of all Memorials, Outer Burial Containers and Foundations which are placed in the Cemetery.
- B. The specifications for Memorials, Outer Burial Containers and Foundations prescribed by DPCCM are filed in the office of the Cemetery and will be furnished upon request. All Memorials, Outer Burial Containers and Foundations placed in the Cemetery must be in accordance with the specifications of DPCCM then in effect. Written approval by the President / Executive Director of DPCCM must be secured before any Memorial, Outer Burial Container or Foundations may be placed or constructed in the Cemetery. DPCCM reserves the right to reject and prevent the placement or construction of any Memorial, Outer Burial Container, Foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of DPCCM then in effect.
- C. No Memorial, Outer Burial Container or Foundation shall be placed on or removed from Burial sites in the Cemetery without the prior written authorization by the Owner.
- D. Certain portions of the Cemetery have been restricted to designated types of Memorials. Information concerning Memorials, Memorial structures, Memorial specifications and other embellishments is available in the office of the Cemetery.
- E. Only one Memorial may be placed on any Interment space. No Memorial may be placed to embrace two (2) or more Interment spaces except as may be specifically authorized by DPCCM. A Memorial may contain two (2) family names. The name must be the name contained on the birth certificate, marriage license or death certificate. If the deceased used a derivative of the legal name, a request for a name different than that contained on the certificate must be submitted in writing to the President / Executive Director who in his sole discretion may approve a variation of the name. No nicknames or other names are allowed. All Memorial vases shall be set on uniform lines as prescribed by DPCCM to conform to the general plan of DPCCM.
- F. Any Memorial, inscription or embellishment must conform to the Canon Law for what is appropriate in a sacred place such as a Catholic Cemetery. All

Memorials must include a Christian cross or other appropriate Christian religious emblem in the design. The President / Executive Director must approve any exceptions in writing. If any Memorial, or inscription, or any embellishment whatsoever, shall be determined by DPCCM to be offensive or improper, DPCCM reserves the right to refuse to authorize the placement of such Memorial or object.

- G. DPCCM expressly reserves and shall have the right to inspect the completed installation of Memorials, Outer Burial Containers, and Foundations installed by outside Contractors.
- H. All Cemetery and/or Mortuary charges and fees for Burial Rights, Memorials, placement and maintenance and other applicable charges and fees must be paid in full before any Memorial, Outer Burial Container or Foundation may be placed on any Interment/Entombment space within the Cemetery.
- I. In addition to the foregoing requirements, all applicable Cemetery charges and fees relating to Outer Burial Containers and setting must be paid prior to the setting of any Outer Burial Container in the Cemetery. A schedule of the current Cemetery charges and fees is available in the office of the Cemetery.
- J. DPCCM reserves and shall have the right to correct any error that may be made in the location of an Interment/Entombment space or setting of a Memorial, Outer Burial Container, Foundation or other embellishment within the Cemetery.
- K. DPCCM shall not be liable for defective workmanship or defective materials, furnished or performed by DPCCM, in connection with Memorials, Outer Burial Containers, Foundations, or the installation thereof, beyond replacement, repair or correction of such materials or installation.
- L. Should any Memorial become unsightly, dilapidated or a nuisance, DPCCM shall have the right to repair the Memorial or, at its option, remove it fourteen (14) days after giving Notice to the Owner at the last address on file at the Cemetery office, of the condition. The cost, if any, to repair or remove the Memorial shall be paid by the Owner of the Burial Rights.
- M. Except as otherwise provided herein, no Memorial may be removed from the Cemetery without the prior written consent of DPCCM. Any such removal shall be made in accordance with the applicable requirements of DPCCM relating to installations and removals of Memorials.

If this provision is violated, DPCCM can impose restrictions on the placement of future Memorials and can obtain legal remedies, including injunctions, and recover reasonable costs and attorney's fees.

- N. In the event a Memorial, Foundation or other object is placed or constructed in the Cemetery without the authorization of DPCCM and other proper persons as provided herein, DPCCM reserves and shall have the right to enter upon the Interment space and remove any unauthorized Memorial, or other object.
- O. DPCCM has established procedural requirements for the installation of Memorials, Outer Burial Containers and Foundations. All installations performed within the Cemetery must fully comply with these requirements. The Cemetery specifications and installation requirements are on file and available in the office of the Cemetery.
- P. There shall be submitted to DPCCM for approval a blueprint, sketch or other adequate description of each Memorial, Outer Burial Container or Foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any Memorial, Outer Burial Container or Foundation within the Cemetery. If a Memorial, Outer Burial Container or Foundation is a standardized production item of the same type, style and material, it shall only be necessary to submit the required information to DPCCM once for approval.
- Q. DPCCM with an authorized signature must approve orders for government markers. All fees must be paid in full before any government marker will be installed. Only 24" x 12" flat granite or bronze Veteran's markers will be accepted by DPCCM and then based upon any specific restrictions that may apply to the area where the Burial has occurred.
- R. All ground Interments made within the Cemetery require an Outer Burial Container approved by DPCCM, which Outer Burial Container shall be constructed of a material resistant to decomposition and capable of sustaining a static load of at least 4,000 pounds per square foot and 40,000 pounds gross load. DPCCM may require certification that a particular Outer Burial Container is in compliance with these specifications.
- S. DPCCM reserves the right to stop all work of any nature whenever, in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of DPCCM has been disregarded, or when work is not being executed according to DPCCM specifications and installation requirements.
- T. DPCCM reserves and shall have the right to inspect the completed installation performed by Contractor(s) and determine that the installation was performed completely and in accordance with DPCCM specifications and installation requirements. If DPCCM determines that the installation was not properly performed, it shall notify the Contractor and require that any deviations from the specifications and installation requirements of DPCCM be expeditiously corrected. If any deviation is not immediately corrected, DPCCM may make

such corrections and charge the Owner of the Interment Rights for such work. Any Contractor who willfully violates the Rules and Regulations, specifications or installation requirements of DPCCM shall be prohibited from performing any further work in the Cemetery.

- U. DPCCM shall not be responsible for any defects in material or defects in workmanship, errors, or omissions for Memorials, Outer Burial Containers or Foundations purchased from third parties or installed by Contractors.

- V. Prior to performing work within the Cemetery, Contractor(s) must execute and deliver to DPCCM an Indemnification Agreement in the form prepared by DPCCM. The appropriate form is available in the DPCCM office. Contractor(s) shall also obtain and furnish to DPCCM, prior to making any installations, satisfactory evidence of the following:
 - a. Workers' Compensation Insurance;
 - b. Automobile Liability Insurance covering owned, non-owned, borrowed and hired vehicles, in the amounts established by the Diocese of Phoenix, which is usually not less than two million dollars (\$2,000,000.00);
 - c. Comprehensive General Liability Insurance covering premises operation, contractual liability, products and completed operations in the amounts established by Diocese of Phoenix, which is usually not less than two million dollars (\$2,000,000.00);
 - d. Obtaining a performance bond guaranteeing the work performed by the Contractor in an amount equal to the amount of the contract or, if there is no specified amount, the value of the contract. Such insurance policies shall name DPCCM as an additional insured and provide that DPCCM shall be notified thirty (30) days in advance of any cancellation or material changes of said insurance coverage or bond. DPCCM may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof to DPCCM of Contractor(s) financial responsibility.
 - e. Proof of License.

- W. DPCCM reserves and shall have the right to supervise all work performed within the Cemetery by outside Contractors and all said work must be approved by DPCCM. A fee for such supervision by an authorized employee of DPCCM shall be charged. Fees to be determined by the President / Executive Director or his authorized representative(s). All fees to be paid in advance.

- X. Contractors will conduct themselves in a professional manner while engaging in activity within the Cemetery. All workers are subject to the following rules of conduct:
 - a. Vulgar or profane language will not be used.

- b. Workers must comply with all applicable health and safety requirements
 - c. Shirts must be worn at all times.
- Y. Owners and Contractors agree that DPCCM has the right to establish restrictions on Memorials.
- Z. Owners have the complete responsibility to provide DPCCM with all measurements, diagrams and descriptions of Burial items, i.e. including but not limited to Caskets, urns or Outer Burial Containers.

XI. MEMORIAL SPECIFICATIONS

- A. Bronze materials shall contain the following standard of composition of metals:

	<u>Minimum</u>	<u>Maximum</u>
Copper	86.0%	90.0%
Tin	5.0%	6.5%
Lead	1.0%	2.5%
Zinc	3.0%	5.0%

All virgin metals must be used and mixed to a uniform alloy to add proper tempering. DPCCM reserves the right, upon proper Notice to Owner, to require a chemical analysis of a Memorial to be purchased and set in the Cemetery by the supplier or manufacturer of such Memorial.

- B. In addition to the content of metals, a bronze Memorial must meet the following specifications:
- a. Each casting shall be true, free from all structuring-weakening defects, and visual defects and imperfections visible from a distance of three (3) feet. All exposed surfaces must be smooth and free from sand like roughness.
 - b. All letters, numerals, ornamentations, and insignia must be finely buffed and highlighted. No sulfite finishes or pigmented lacquer finishes will be permitted.
 - c. Each marker shall be cast with integral bosses on the back in locations specified by DPCCM. The bosses shall be drilled and tapped to receive a three-eighths inch (3/8") diameter anchor lug of brass or bronze with a length of four to six inches (4"-6"). On markers purchased from a source or supplier other than DPCCM, such anchor lugs, nuts and washers shall be supplied with the marker.
 - d. All bronze markers shall be of a weight, thickness and quality sufficient to withstand normal wear and tear, which shall include the withstanding of pressure placed upon such markers by passage of mowing and other equipment over them.
 - e. A bronze marker shall be anchored to a base of granite or concrete unless DPCCM has designated in the section of the Cemetery where the bronze marker is to be located on a different type of base. The granite base shall

be of a quality in color compatible to the existing bases located in the Cemetery and shall meet the following standards:

1. The overall dimensions of the granite base must be four inches (4") wider and four inches (4") longer than the bronze marker to which it is to be attached, thereby providing a border of granite two inches (2") about the perimeter of the bronze marker. The foregoing shall be the same for any concrete borders.
 2. The granite base must have a sawed bottom surface and the top surface must be polished.
 3. The granite base and/or Memorial must be uniform in thickness and shall not be less than four inches (4") or more than six inches (6") in solid thickness.
- C. An Owner or distributor of Memorials (prior to delivering to and/or installing in the Cemetery a Memorial) for the installation by DPCCM, the following conditions must be met:
- a. A distributor of Memorials or other non-Burial Right Owners must present an authorization form signed by the Burial Right Owner or his duly authorized agent authorizing such delivery and installation.
 - b. Prior to delivery, a rendering of the Memorial to be delivered must be presented to DPCCM in order that approval may be obtained from DPCCM. Such approval is based upon the Memorial and the location of Memorial meeting the provisions of the Rules and Regulations applicable to Memorials.
 - c. The Memorial size and type specifications for undeveloped sections of the Cemetery shall be set by DPCCM at the time that such sections are developed.
 - d. No Memorial shall contain any business or dealer advertising.
 - e. Minimum restrictions of flush Memorialization for infants and children will not have to conform to the above, or the following, but DPCCM, prior to the ordering and installation of such Memorials must approve variations.

XII. TEMPORARY ENTOMBMENT

Due to unforeseen conditions at the time of death or in the case of undeveloped Cemetery property, DPCCM may at its discretion, temporarily entomb the Human Remains in one of the Mausoleum Crypts or Niches. DPCCM shall choose such Crypt or Niche. Any and all Casket Entombments will require proper embalming procedures by a funeral director. Full cover Casket Trays are required and paid for by the family.

XIII. SOCIAL SERVICE BURIAL

DPCCM is committed to providing Burial for all Catholics. DPCCM seeks to practice both justice and charity in providing Burial for those with financial needs. DPCCM will work with Social Service agencies to provide Christian Burial at a reduced rate. When there are no funds available and a request is made for a social service Burial, the request must come from the parish priest of the deceased to the President / Executive Director of DPCCM or his authorized representative(s). This can be done with a phone call from the priest followed by a letter. Should a family be unable to obtain communication from a parish priest, the CEO / President / Executive Director has the right to authorize a social service Burial. Specific guidelines and Burial locations are available through DPCCM offices. Procedures include the following:

- A. Burials will be limited to basic services DPCCM reserves the right to determine where a social service Burial will take place. The following criteria must be followed:
 - a. Casket must be cloth covered or comparable material;
 - b. No escort cars will be allowed;
 - c. No limousine service.
 - d. Cremated Human Remains must be in a Cemetery approved container.
- B. DPCCM will select the Grave space. Graves may be used for more than one unrelated Burial.
- C. The time of a social service Burial will be at the discretion of DPCCM. No social service Burial will take place on Saturdays.
- D. All requests for assistance must receive the parish pastor's support. If a family is unable to receive the parish pastor's support, the President / Executive Director reserves the right to authorize a social service Burial.
- E. All requests for assistance will be assessed on an individual need. For any reduced fee Burial, the family or legal representative of the deceased shall meet with a counselor at the Cemetery and/or Mortuary office.
- F. The President / Executive Director or his Designee must approve all social service Burials.
- G. The Family Acknowledgement Sheet must be completed prior to final approval.

- H.* Burial being paid for by out-of town individuals requires full payment by credit card or money order before Interment.
- I.* Although social services Burials have special service prices, they are to be afforded full services, including canopy, chairs, set up, etc.
- J.* Under a social service Burial, any unused level or tier may not be reserved for family members.
- K.* Any Memorials for a social service Burial must be purchased through DPCMM.

XIV. UNAUTHORIZED SCATTERING OF CREMATED REMAINS

This policy has been developed to cover an increasing number of unauthorized incidents of individuals scattering ashes in Diocese of Phoenix Catholic Cemeteries. The following statement highlights the position of the Catholic Bishops of the United States on the disposition of cremated remains.

The remains of cremated bodies are treated with the same respect given to the corporal remains of a human body. This includes the manner in which they are carried, the care and attention to appropriate placement and transport and their final disposition.

The cremated remains of a body should be entombed in a Mausoleum or columbarium; they may also be buried The practices of scattering cremated remains on the sea, from the air, or on the ground or keeping cremated remains in the home of a relative or friend of the deceased is not the reverent disposition that the Church requires. Whenever possible, appropriate means for memorializing the deceased should be utilized, such as a plaque or stone that records the name of the deceased.

Reflections on the Body, Cremation and Catholic Funeral Rites
Committee on the Liturgy National Conference of Catholic Bishops

Periodically a family that is not aware of the Catholic position on the disposition of Cremated Human Remains will scatter them in the Cemetery. In keeping with our belief in the respect due to the remains of cremated bodies, when this occurs staff will reverently collect the cremated remains and place them in an appropriate container. If the name and phone number of the family is known, they will be called and the Catholic position explained. Family will be required to collect the cremated remains for appropriate disposition, or they may be shipped to the family. Records will be kept of the actions taken.

If Cremated Human Remains are held by Cemetery and/or Mortuary longer than thirty (30) days, a holding fee will be applied. If held more than six (6) months, an opening closing will be applied for placing Cremated Human Remains in a Niche.

XV. CEREMONIES

Any ceremony conducted at the Cemetery and/or Mortuary must conform to DPCCM guidelines and Catholic teachings. Ceremonies disrespectful of the Church's beliefs and teachings will not be allowed.

XVI. INTERPRETATION

In the event there is any question or dispute concerning the interpretation or application of these Rules & Regulations, the decision of the President / Executive Director shall be final.