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## PREAMBLE

From the time that the Sacred Body of Our Crucified Lord was held in the tomb to await the hour of His glorious Resurrection, the Catholic Church has been most solicitous to surround with an atmosphere of Christian faith and reverence the interment of those who died with the hope of rising with Christ. In the Funeral Mass, Final Commendation, and the Rite of Committal at the grave, the Church gives voice to her belief in the Christian Doctrine 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 blesses the place in which the bodies of her faithful departed await the day of Resurrection.

Since the very earliest days, the Church has found it necessary to provide rules and regulations which would protect these sacred places and the remains and relics laid therein. The Church could not and would not allow anything within these holy precincts which would desecrate them, lessen their beauty, or bring dishonor on the dead.

To ensure the sacred character of Saint Augustine Catholic Cemetery in accord with the traditional practices of the Church, to establish and maintain good order throughout the Cemetery, and to provide for the protection and dignity of the living and the departed, the Pastor of Sacred Heart Church, Swedesburg, PA, has adopted the Rules and Regulations as are hereinafter set forth. All visitors, contractors, and other persons entering the Cemetery shall be subject to these Rules and Regulations, and such amendments, additions, and revisions thereto as may be hereafter adopted from time to time.

All rules and regulations in this handbook are intended to be in accord with the guidelines and direction, rules and regulations of the Roman Catholic Church. Questions regarding the interpretation of Canons of the Roman Catholic Church, its rules and disciplines as they relate to the Burial Privileges of a Certificate Holder and members of his or her family, shall be decided by the Pastor of Sacred Heart Church. The decision of the Pastor shall be final.

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## I. DEFINITIONS

Terms used in these Rules and Regulations with capitalized initials will have the meanings ascribed to them in this section.

**Affidavit of Authority** – an affidavit, in a form satisfactory to the Saint Augustine Catholic Cemetery Office, signed by the Certificate Holder, attesting to the authority of the Certificate Holder to submit an Application for Memorialization or cause a Funeral Director to submit a Funeral Director’s Grave Opening Order. An Affidavit of Authority shall be notarized and acknowledged by a notary public and shall accompany each Application for Memorialization and Funeral Director’s Grave Opening Order.

**Application for Memorialization** – the form published by the Saint Augustine Catholic Cemetery Office from time to time which is to be completed and signed by the Monument Company and the Certificate Holder, and by which the Certificate Holder requests permission from the Saint Augustine Catholic Cemetery Office to perform Memorialization Work in a Lot with respect to which the Certificate Holder has Burial Privileges.

**Base** – the granite stone that forms part of a Monument and is installed on a Foundation and supports the Die.

**Burial Privileges** – the exclusive privilege, subject in every case to these Rules and Regulations, the canons, teachings, and tenets of the Catholic Church, and applicable civil law, [a] to be Interred in a Lot, [b] to direct any Interments to be made in a Lot, [c] to direct any disinterment of Remains from the Lot, and [d] to direct the Memorial for a Lot and its Memorialization.

**Burial Privileges Certificate** – the Certificate, when validly issued by the Saint Augustine Catholic Cemetery Office, that entitles the Certificate Holder to Burial Privileges in the Lot designated on the Certificate.

**Canon Law** – the 1983 Code of Canon Law that governs the Roman Catholic Church.

**Cemetery Superintendent** – the person duly appointed by the pastor of Sacred Heart Church to manage and supervise the operations of Saint Augustine Catholic Cemetery.

**Certificate Holder** – the Original Certificate Holder and the heirs or lawful and proper assignees of the Original Certificate Holder, and any heirs or lawful assignees of any subsequent Certificate Holder, provided that the transfer or assignment of any Burial Privileges by any Certificate Holder shall be subject to these Rules and Regulations, the canons, teachings and tenets of the Catholic Church, and applicable civil law. When there is more than one heir or lawful assignee of Burial Privileges, the term “Certificate Holder” shall mean and refer to all or each of such lawful heirs or assignees, as the context may require.

**Columbarium** - the structure built and maintained by Saint Augustine Catholic Cemetery that contains Niches intended to be sold by the Saint Augustine Cemetery Office on an individual basis to Certificate Holders for the Inurnment of cremated Remains.

**Community Mausoleum** – the Mausoleum that is built and maintained by Saint Augustine Catholic Cemetery and contains Crypts which are intended to be sold by the Saint Augustine Catholic Cemetery Office on an individual basis to Certificate Holders. A garden Mausoleum and a chapel Mausoleum are two types of Community Mausoleums. The Mausoleum in Saint Augustine Catholic Cemetery is a garden Mausoleum.

**Contractor** – any person or entity that performs labor or other activities under a contract with or at the direction or request of a Certificate Holder, including Monument Companies and Burial Vault Companies, and the employees and agents thereof.

**Crypt or Crypts** – a space or spaces within a Mausoleum used, or intended to be used, for above-ground Entombments.

**Crypt Front** – a piece of granite, whether or not Memorialized, installed on the opening of a Crypt.

**Die** – the granite stone that forms part of a Monument and is installed on a Base.

**Disinterment, Disinterments, Disinter or Disinterred** – the removal of Remains from in-ground burial, or from an Entombment or Inurnment.

**Endowed Care Fund** - the sum or sums deposited with the Saint Augustine Catholic Cemetery Office by each Original Certificate Holder or any subsequent Certificate Holder, and includes any interest earned thereupon, to be held and used by the Saint Augustine Catholic Cemetery Office solely for the care, maintenance, and preservation of Saint Augustine Catholic Cemetery in perpetuity, subject to Article XVI and other applicable Rules and Regulations.

**Entomb, Entombment, Entombments** – the Interment of Remains in a Crypt.

**Family Lot** – a Lot that consists of two or more adjoining Graves, the Burial Privileges for which are held by the same Certificate Holder.

**Flat Marker** – a Monument that consists of a single piece of granite which is designed so that the top of the Monument is flush or level with the grade and the sides of the Monument are below grade.

**Foundation** – the concrete footing on which a Monument is erected and is designed to support the Monument.

**Funeral Director** – a person currently licensed by the State Board of Funeral Directors of the Department of State of the Commonwealth of Pennsylvania to arrange funerals and sell funeral products.

**Funeral Director's Grave Opening Order** – the form published by the Saint Augustine Catholic Cemetery Office from time to time which is to be completed and signed by a Funeral Director, and by which a Funeral Director, on behalf of a Certificate Holder, requests permission from the Saint Augustine Catholic Cemetery Office for an Interment in a Lot with respect to which the Certificate Holder has Burial Privileges.

**Grave or Graves** – a space or spaces within a Lot used, or intended to be used, for the in-ground burial of Remains.

**Indemnified Parties** – Sacred Heart Church, Saint Augustine Catholic Cemetery Office, the Archbishop of Philadelphia, the Archdiocese of Philadelphia, and each of their respective affiliates and ministries, whether incorporated or unincorporated, and each of their officers, employees, volunteers, and agents, and their respective heirs, successors and assigns of each of the foregoing.

**Interment, Interments, or Interred** – any placement of Remains in a Cemetery, including, without limitation, an in-ground burial, an Entombment, and an Inurnment.

**Inurnment** – the Interment of cremated Remains in a Niche, Crypt or Grave.

**Lot or Lots** – one or more adjoining Graves, Crypts, or Niches, as designated on a Burial Privileges Certificate.

**Mausoleum** – the structure built and maintained by Saint Augustine Catholic Cemetery containing Crypts and Niches intended to be sold by the Saint Augustine Cemetery Office on an individual basis to Certificate Holders for the Entombment of or Inurnment of cremated Remains.

**Memorial** – any of the following: a Monument, Crypt Front, Niche Front, or any other installation on a Lot that is approved by the Saint Augustine Catholic Cemetery Office and intended to identify the location of Remains Interred within a Lot.

**Memorialization, Memorialize or Memorialized** – any names, dates, inscriptions, epitaphs, words, symbols, and depictions carved or engraved on a Memorial.

**Memorialization Permit** – a permit issued by the Cemetery Superintendent pursuant to an Application for Memorialization to authorize the requested Memorialization Work, subject to the terms and conditions contained in the Memorialization Permit.

**Memorialization Work** – includes [i] the installation, removal, replacement, repair, cleaning, or other maintenance of a Monument, Crypt Front, or Niche Front, [ii] the act of carving or

engraving, or other Memorialization of a Monument, Crypt Front, or Niche Front, and [iii] the installation of a Foundation.

**Monument** – a Memorial that is a Flat Marker, Slant Marker, or an Upright Monument.

**Monument Company or Monument Companies** – any vendor, dealer, supplier, or contractor who performs Memorialization Work.

**Niche or Niches** – a space or spaces within a Columbarium used, or intended to be used, for the above-ground Inurnment of cremated Remains.

**Niche Front** -- a piece of granite, whether Memorialized or not, installed on the opening of a Niche.

**Original Certificate Holder** – the individual or the husband and wife whose name or names appear on the Burial Privileges Certificate. If the Burial Privileges Certificate is titled in the name of a husband and wife, then upon the death of one spouse, the term Original Certificate Holder refers to the surviving spouse. In no event shall the Original Certificate Holder consist of two or more individuals, except in the case of a husband and wife.

**Outside Burial Container** – a container that is designed and intended to be placed in a Grave for the purpose of holding and protecting a casket, and includes those containers commonly known as burial vaults, grave boxes, and grave liners.

**Petition for Disinterment** – a written request for a Disinterment, in such form and containing such information as may be required by the Saint Augustine Catholic Cemetery Office, signed by the Certificate Holder for the Lot from which the Disinterment is being requested, and by the spouse, if any, or closest living relatives, of the decedent whose Remains are requested to be Disinterred.

**Remains** – the physical remains, including cremated remains, of a deceased human being.

**Rules and Regulations** – the Rules and Regulations set forth herein, and such amendments, additions and revisions thereto as may be hereafter adopted by the Saint Augustine Catholic Cemetery Office from time to time.

**Saint Augustine Catholic Cemetery or Cemetery** – the Cemetery, under the direct supervision and control of Sacred Heart Church, and includes all the grounds used for burials in any Mausoleum and Columbarium and other above ground Entombment or Inurnment facilities.

**Saint Augustine Catholic Cemetery Office** – the Saint Augustine Catholic Cemetery Office of Sacred Heart Church and any duly appointed successor office or entity.

**Slant Marker** – a Monument that consists of either a single piece of granite with a straight back and a slanted or sloped front, or a Base and slant cut Die.

**Specifications for Cemetery Monuments** – the document published by the Saint Augustine Catholic Cemetery Office titled “Specifications for Cemetery Monuments,” as the same may be revised from time to time.

**Specifications for Mausoleums and Columbariums** – the document published by the Saint Augustine Catholic Cemetery Office titled “Specifications for Mausoleums and Columbariums,” as the same may be revised from time to time.

**the VA** – the United States Department of Veteran Affairs.

**Upright Monument** – a Monument that consists of a Base and an upright Die.

**Urn** – a container that is designed and intended to hold cremated Remains.

**Veteran’s Marker** – a Flat Marker supplied by the United States Department of Veteran Affairs (the VA), or any successor federal agency to Memorialize the Grave of a veteran of the United States Armed Forces.

## II. SCOPE AND INTERPRETATION

2.1 **Scope.** All activities occurring within the Cemetery including, without limitation, all Interments and Memorialization Work, the conveyance, sale, transfer, or assignment of Burial Privileges, and the conduct and decorum of persons visiting or working within the Cemetery, shall at all times be subject to these Rules and Regulations, the supplemental directives of the Saint Augustine Catholic Cemetery Office and the Cemetery Superintendent and, to the extent possible, the canons, teachings and tenets of the Catholic Church, and civil law.

2.2 **Interpretation.** All questions regarding the interpretation of these Rules and Regulations shall be decided by the Saint Augustine Catholic Cemetery Office, and such interpretations shall be final and conclusive.

## III. ARRANGEMENTS FOR INTERMENTS AND PURCHASE OF BURIAL PRIVILEGES

### 3.1 **Arrangements.**

3.1.1 Arrangements for the purchase of a Burial Privilege Certificate for a Lot, Crypt, or Niche shall be made with the Saint Augustine Catholic Cemetery Office.

3.1.2 Arrangements for all Interments shall be made with the Saint Augustine Catholic Cemetery Office during regular business hours on weekdays, Monday through Friday, exclusive of federal and state holidays and Holydays of Obligation of the Catholic Church.

3.1.3 All arrangements for an Interment made by or through a Funeral Director or other agent shall be binding on the said Certificate Holder.

3.1.4 The Saint Augustine Catholic Cemetery Office may accept a request for an Interment or Grave opening when a notarized written authorization is received from any Certificate Holder, unless written instructions to the contrary are on file at the Saint Augustine Catholic Cemetery Office.

3.1.5 Arrangements must be made no later than forty-eight (48) hours prior to proposed Interments on Wednesdays through Saturdays and no later than seventy-two (72) hours prior to proposed Interments on Mondays and Tuesdays. Arrangements for Interments may be made with the Saint Augustine Catholic Cemetery Office by the Funeral Director by telephone, provided that the documentation required pursuant to Section 3.2 of these Rules and Regulations is delivered in accordance with the terms of that Section and further provided that such documentation, when delivered, is consistent with the record made by the Saint Augustine Catholic Cemetery Office of the arrangements requested by telephone by the Funeral Director.

3.1.6 Arrangements for Interments or the purchase of any Burial Privileges Certificate may be made on behalf of the Certificate Holder by a Funeral Director, provided that the Certificate Holder has expressly authorized such Funeral Director in writing to make such arrangements.

3.1.7 The date and time for all Interments shall be subject to the approval of the Saint Augustine Catholic Cemetery Office and the availability of sufficient supervision, labor, and materials to perform the Interment.

3.1.8 An Outside Burial Container shall be required for each in-ground Interment unless, in the determination of the Cemetery Superintendent, the Grave is not large enough to accommodate an Outside Burial Container.

3.1.9 The Saint Augustine Catholic Cemetery Office reserves the right to require written evidence of eligibility for Catholic burial according to the norms of Canon Law.

## 3.2 **Documentation and Payments.**

3.2.1 Prior to a funeral procession proceeding into the Cemetery for an Interment, the Funeral Director shall [a] provide the Cemetery Superintendent, with respect to such Interment, the following *original* documents: [1] Funeral Director's Grave Opening Order and Affidavit of Authority for such Interment, [2] the burial permit required by applicable civil law, and [b] shall pay to the Cemetery Superintendent any fees that are then due and payable to the Saint Augustine Catholic Cemetery Office, in accordance with the Saint Augustine Catholic Cemetery Office's then current fee schedule, on account of the Interment or Burial Privileges Certificate.

3.2.2 The Saint Augustine Catholic Cemetery Office shall neither be liable for the burial permit, responsible for the accuracy of the data contained in said permit, nor for the identity of the person to be Interred.



### 3.3 Postponements and Denials.

3.3.1 Saint Augustine Catholic Cemetery Office shall have the right to postpone or deny an Interment or Memorialization Work requested by a Certificate Holder (other than the Original Certificate Holder) where there is an objection to such Interment or Memorialization Work made by any heir or lawful assignee of the Original Certificate Holder.

3.3.2 Saint Augustine Catholic Cemetery Office shall have the right to postpone a scheduled Interment due to inclement weather conditions, poor surface or subsurface ground conditions, or other unforeseen or unsafe conditions. In such cases, the Cemetery Superintendent shall endeavor to make alternative suitable arrangements to permit the conduct of the committal services.

3.3.3 Saint Augustine Catholic Cemetery Office shall have the right to postpone or deny an Interment or Memorialization Work that is not in compliance with these Rules and Regulations.

3.3.4 In the event of any postponement of an Interment, Saint Augustine Catholic Cemetery Office may, subject to the terms of Article XIX below, permit the Remains to be temporarily Interred in a Crypt designated by the Cemetery Superintendent, until the final disposition of the objection or the other conditions necessitating the postponement has been resolved to the satisfaction of the Saint Augustine Catholic Cemetery Office.

## IV. **HANDLING AND CARE OF CASKETS**

4.1 Responsibility. Funeral Directors shall be solely responsible for ensuring that caskets containing Remains are handled with proper care and decorum.

4.2 Caskets Not to be Opened. Funeral Directors shall not permit any casket to be opened within the Cemetery, except in the presence of the Cemetery Superintendent and with the prior approval of the Saint Augustine Catholic Cemetery Office. The Saint Augustine Catholic Cemetery Office reserves the right to refuse permission to open a casket without either the consent of the nearest next of kin or legal representative of the decedent or an appropriate court order.

4.3 Casket Failures. The Saint Augustine Catholic Cemetery Office shall have no responsibility for any defect in or any failure of a casket. Defective or failed caskets are the responsibility of the Certificate Holder, Funeral Director, and the casket manufacturer. However, if a defective or failed casket has been Interred in a Crypt, the Cemetery Superintendent shall have the right, but not the obligation, to open the Crypt, perform such maintenance, and take such other appropriate measures, which may include the temporary removal of the casket, as the Cemetery Superintendent, in his or her sole discretion, deems necessary to correct such defective condition. Such actions by or on behalf of the Cemetery Superintendent shall not constitute a Disinterment.

4.4 **Identification.** It is highly suggested that all caskets to be interred in a Grave or the Community Mausoleum at Saint Augustine Catholic Cemetery have a plate or inscription on the top of the casket with the name of the decedent whose Remains are contained in the casket.

## V. DISINTERMENTS

5.1 **Requests for Disinterment.** Any Petition for a Disinterment, including the Disinterment of Remains that are intended to be Interred in another Lot in Saint Augustine Catholic Cemetery, are subject to the prior approval of the Saint Augustine Catholic Cemetery Office, which approval may be withheld at the sole discretion of the Saint Augustine Catholic Cemetery Office.

5.2 **Conditions.** If a Petition for Disinterment is approved by the Saint Augustine Catholic Cemetery Office, the Disinterment shall be subject to the conditions and procedures established by the Saint Augustine Catholic Cemetery Office, including: [a] a determination by the Cemetery Superintendent that the casket containing the Remains is contained within a suitable Outside Burial Container, and [b] the payment of all fees and costs as determined by the Saint Augustine Catholic Cemetery Office as necessary to cover the administration, supervision, labor and material provided by the Saint Augustine Catholic Cemetery Office in connection with the Disinterment. The petitioner submitting the Petition for Disinterment shall be solely responsible for the payment of all other costs associated with the Disinterment, including fees and costs payable to a Funeral Director, Monument Company, and other Contractors as necessary to oversee and complete the Disinterment. The Cemetery Superintendent will not remove the Outside Burial Container but will open and prepare the Grave to enable the removal of the Outside Burial Container by the petitioner's Contractor.

5.3 **Subject to Proper Authority.**

5.3.1 All Disinterments shall be subject to the requirements of applicable civil law.

5.3.2 Remains Interred or Entombed in the consecrated ground of Saint Augustine Catholic Cemetery may not be removed for Interment or Entombment elsewhere without the written permission of the Pastor of Sacred Heart Church, unless there was no valid reason for Interment or Entombment in Saint Augustine Catholic Cemetery in the first instance.

5.4 **Cemetery Release.** All Disinterments shall be performed at the sole risk of the Certificate Holder and the nearest of kin of the decedent whose Remains are to be Disinterred. The Archbishop of Philadelphia, the Archdiocese of Philadelphia, the pastor of Sacred Heart Catholic Church, Swedesburg, PA, Sacred Heart Church, Swedesburg, PA, and the Saint Augustine Catholic Cemetery Office shall be released from any and all liability for any damage or injury arising directly or indirectly out of or with respect to the Disinterment.

## VI. CORRECTION OF ERRORS

6.1 **Errors with Funeral Director's Grave Opening Order.** The Saint Augustine Catholic Cemetery Office shall not be responsible for any errors or omissions on a Funeral Director's Grave Opening Order. If an error or omission on a Funeral Director's Grave Opening Order results in the need for additional labor or materials, the Saint Augustine Catholic Cemetery Office reserves the right to impose an additional charge on the Certificate Holder to cover the cost of such additional labor or material.

### 6.2 **Right to Correct Errors.**

6.2.1 The Saint Augustine Catholic Cemetery Office reserves the right to correct any errors on a Burial Privileges Certificate, including errors in the description or location of a Lot or Crypt, and may either cancel such Burial Privileges Certificate and substitute in its place a Burial Privileges Certificate with the correct Lot or Crypt description, or refund to the Certificate Holder any monies paid for such Burial Privileges Certificate.

6.2.2 In the event that an error shall occur with respect to an Interment, the Saint Augustine Catholic Cemetery Office reserves the right to Disinter the Remains and Inter them in another Lot of comparable size and location selected by the Saint Augustine Catholic Cemetery Office.

6.2.3 The Saint Augustine Catholic Cemetery Office shall not be responsible for any order received by telephone or any mistake occurring from the lack of proper instructions as to the size of the casket, or the particular Grave, Crypt or Niche where the Interment or Inurnment is to be made. The Saint Augustine Catholic Cemetery Office reserves the right to make an equitable charge whenever additional labor costs result from such mistakes.

## VII. BURIAL PRIVILEGES

7.1 **Not an Interest in Real Estate.** A Burial Privileges Certificate grants Burial Privileges to the Certificate Holder with respect to the Lot designated on the Burial Privileges Certificate, but does not convey to the Certificate Holder any estate, title, easement, or other interest in a Cemetery Lot or in any real estate.

### 7.2 **Religious Requirement.**

7.2.1 A purchaser must proclaim to be a member of the Catholic Church in order to purchase a Burial Privileges Certificate.

7.2.2 The Interment of a non-Catholic spouse of an inter-faith marriage may be permitted. Such an Interment requires a letter from a priest stating the deceased non-Catholic merits Interment in Saint Augustine Catholic Cemetery and is subject to permission from the Pastor of Sacred Heart Church.

7.3 **Use of the Lot.**

7.3.1 The Original Certificate Holder and his or her spouse have the primary right to an Interment within a Lot. Remaining Interment space within the Lot may be used first by the children of the Original Certificate Holder in order of need, followed by other closest relatives in order of need.

7.3.2 The Interment or Inurnment of the cremated remains of pets is not permitted in Saint Augustine Catholic Cemetery.

7.4 **Number of Interments.** The number of Interments in any Lot, including Entombments and Inurnments, shall be as set forth in the Burial Privileges Certificate for such Lot, and if not set forth therein, then as set forth in the records of the Saint Augustine Catholic Cemetery Office, and if not set forth therein, then as determined by the Saint Augustine Catholic Cemetery Office.

7.5 **Transfer of Burial Privileges.**

7.5.1 Upon the death of any Certificate Holder, the Burial Privileges held by such Certificate Holder shall be transferred to the person or persons identified as the specific devisee of the Burial Privileges under the last will and testament of the Certificate Holder. If no such specific devise has been made, then the Burial Privileges shall be transferred to the person or persons identified in the specific written instructions of the Certificate Holder that have been placed on file by the Cemetery Superintendent with the records of Saint Augustine Catholic Cemetery. All such transfers shall be subject to these Rules and Regulations, and the canons, teachings, and tenets of the Catholic Church. Except as provided in this Section, all transfers or assignments of Burial Privileges Certificates shall require the prior written approval of the Saint Augustine Catholic Cemetery Office. In no event shall Burial Privileges Certificates be assigned, transferred, or resold for compensation of any kind.

7.5.2 In the absence of valid and sufficient written instruction filed at the Saint Augustine Catholic Cemetery Office by the Certificate Holder or duly probated will, the rights of Interment shall devolve upon those entitled to succeed thereto by the intestate laws of the Commonwealth of Pennsylvania.

7.6 **Multiple Heirs.** If there is more than one heir or lawful assignee of a Certificate Holder, the Cemetery Superintendent shall be entitled to rely upon the notarized Affidavit of Authority made by any one of such heirs or assignees to authorize an Interment or Memorialization Work in or for the Lot designated on the Burial Privileges Certificate for which such Certificate Holder has Burial Privileges.

7.7 **Priority of Rights.** Subject to these Rules and Regulations and applicable civil law, a Certificate Holder shall have the right to direct whose Remains may be Interred in the Certificate Holder's Lot by providing specific written instructions to the Cemetery Superintendent with respect to the future Interments in the Certificate Holder's Lot. Absent from such specific written instructions, if there is more than one heir or lawful assignee of the Certificate Holder, each of

such lawful heirs or assignees shall have the right to be Interred in such Lot, notwithstanding opposition by other heirs and assignees, provided there is an unoccupied Grave available in such Lot at the time of the Interment of such heir or assignee.

7.8 **Lost Burial Privilege Certificate.** If the Burial Privilege Certificate has become lost or mislaid, damaged or destroyed, an affidavit sworn before a Notary Public must be presented in which the person claiming rights to Burial Privileges in said Plot must identify himself or herself, establish his or her rights to said Plot, and state that no other party has prior or equal rights to said Plot. The Burial Privilege Certificate itself is never replaced.

## VIII. FEES AND CHARGES

8.1 **Fee Schedules.** The Saint Augustine Catholic Cemetery Office shall have the right to establish and publish, from time to time, a schedule of fees and payment terms for the purchase of Burial Privileges Certificates, charges for grave openings, and for the performance of any other services rendered, and the amount of the Endowed Care Fund. The fee or charge for any services that are not expressly set forth on such fee schedule shall be determined by the Saint Augustine Catholic Cemetery Office at its sole discretion.

8.2 **Reduced Fees Based on Need.** The Saint Augustine Catholic Cemetery Office, at its sole discretion, may grant requests to waive or reduce the fees and charges for an Interment based on the need of the applicant, provided that such request is accompanied by a letter on parish letterhead from a Catholic priest or deacon stating that he is familiar with the decedent's family's financial condition, that the family is of extremely limited means, and is deserving of such waiver or reduction in fees. In making its determination to waive or reduce the fees and charges that are otherwise payable, the Saint Augustine Catholic Cemetery Office will take into consideration the costs and expense paid by or on behalf of the applicant for other funeral services and products.

## IX. ALTERATIONS AND REPLATTING

The Saint Augustine Catholic Cemetery Office reserves the right to be exercised at any time or from time to time, to do any or all of the following:

- Erect buildings and improvements on Saint Augustine Catholic Cemetery incident to the care, preservation, and operation of the Cemetery.
- Resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise change all or any part or portion of Saint Augustine Catholic Cemetery, other than Lots for which Burial Privileges have been conveyed, except as necessary to correct any errors.
- Lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, provided ingress and egress to and from the Lots is maintained.
- Install lines, conduits and pipes and related facilities for sprinklers, stormwater drainage, electrical and communication services or other purposes related to the maintenance and upkeep of Saint Augustine Catholic Cemetery.

## X. CONDUCT WITHIN SAINT AUGUSTINE CATHOLIC CEMETERY

### 10.1 Visitors.

10.1.1 Visitors shall use only the avenues, roads, and paved surfaces for walking within Saint Augustine Catholic Cemetery, unless it is necessary to walk on the grass to gain access to a Lot. The Saint Augustine Catholic Cemetery Office expressly disclaims liability for any injuries sustained by anyone walking on the grass or other unpaved surface.

10.1.2 While at Saint Augustine Catholic Cemetery, visitors are not permitted to:

- Eat or partake of refreshments
- Loiter or engage in boisterous conduct
- Ride bicycles for recreation or use skateboards
- Walk their pets and other animals.
- Use the Cemetery as a shortcut to access adjacent properties.

10.2 Motor Vehicles. Motor vehicles are to be kept off the grass and other planted or landscaped areas. Motor vehicles shall be operated only on paved driveways or parking areas, at such locations or in such positions as not to prevent any other vehicle from passing. Motor vehicles shall not operate at a speed in excess of fifteen (15) miles per hour. Automobiles shall not be parked or stopped in front of an open Grave unless the passengers of such automobile are attending a burial. The Cemetery Superintendent reserves the right to refuse admission to Saint Augustine Catholic Cemetery by groups of bicycles or motorcycles.

### 10.3 Funeral Processions.

10.3.1 All funeral processions upon entering Saint Augustine Catholic Cemetery shall be under the exclusive charge and sole direction of the Saint Augustine Catholic Cemetery Office.

10.3.2 Funeral processions escorted or accompanied by regalia or banners of societies, organizations or lodges which are banned by Canon Law shall not be admitted to Saint Augustine Catholic Cemetery. The Saint Augustine Catholic Cemetery Office may permit certain fraternal or lodge services not forbidden by Canon Law, provided permission is obtained a reasonable time in advance.

10.3.3 The Funeral Director is responsible for advising the family of the deceased that upon the conclusion of the Rite of Committal and the family departs, Saint Augustine Catholic Cemetery employees remove all floral arrangements, banners, candles, or other decorations that remain at the grave, crypt, or niche no more than seven (7) days following the Interment or Inurnment.

10.4 Children. Children under fifteen (15) years of age are not permitted within Saint Augustine Catholic Cemetery unless accompanied by a responsible adult.

10.5 **Animals.** With the exception for service animals in the conduct of their service, pets and other animals shall not be allowed in Saint Augustine Catholic Cemetery or in the Cemetery office building.

10.6 **Plantings.**

10.6.1 The planting of trees or shrubs is not permitted.

10.6.2 Low growing plants and flowers may be planted on a particular Lot no further than thirteen (13) inches (which represents the size of the bricks which are to be purchased from the cemetery for any flower gardens.) from nor beyond the length of the grave marker. The upkeep of flower gardens at individual Graves is the responsibility of the Certificate Holder and/or his or her assigns. Flower gardens that are not maintained will be removed. A yearly permit for a flower garden, not to exceed thirteen (13) inches, must be submitted to the Saint Augustine Catholic Cemetery Office.

10.6.3 In order to preserve the aesthetics of the Cemetery, vegetation removed from flower gardens at individual Graves is to be disposed of in the dumpster located near the Saint Augustine Cemetery Office.

10.7 **Installations.** In order to maintain the clean, dignified, and proper appearance of Saint Augustine Catholic Cemetery, and to maintain safety within the Cemetery, personal items are not permitted to be left at, installed, affixed, or attached to any Lot or Crypt. Such prohibited items include, without limitation:

- Arbors and Toys
- Articles of Clothing, including Hats
- Beverage cans, bottles, or cups
- Cases made from wood or metal
- Drawings, photographs, or pictures
- Flags or pennants (other than Flag of the USA and branches of the US Armed Forces)
- Glass
- Headstone Flower Saddles
- Iron Furniture
- Jars and Containers made from glass, plastic or crockery
- Merchandise and/or logos from sport teams or institutes of education
- Metal designs
- Mulch
- Ornaments
- Plastics, including flowerpots, fencing and barriers
- Religious articles, including crosses, crucifixes, holy cards, and rosaries
- Shells, stones, pebbles
- Shepherd hooks
- Solar energy lights

- Styrofoam
- Vases
- Votive or vigil candles

The Saint Augustine Cemetery Office reserves the right to remove and dispose at any time any of the above-mentioned personal items left at, installed, affixed, or attached to any Lot or Crypt.

**10.8 Flowers and Temporary Decorations.**

10.8.1 Loose flowers and floral and evergreen arrangements may be placed at a Lot at any time. However, the Cemetery Superintendent may remove such flowers and arrangements at any time as necessary to perform grass cutting and other maintenance deemed necessary or desirable by the Cemetery Superintendent and otherwise in accordance with the flower removal schedule posted by the Cemetery Superintendent. Temporary decorations placed on Lots for Easter Sunday, Mother’s Day, Father’s Day, and Christmas Day are removed two (2) weeks after the date has passed.

10.8.2 Loose flowers and floral and evergreen arrangements may be delivered and placed by a Funeral Director at the side of a Grave that has been opened for an Interment or at the side of a Crypt or Niche that has been opened for an Entombment or Inurnment. Such loose flowers and floral and evergreen arrangements will be removed by the Cemetery Superintendent no more than seven (7) days following the Interment or Inurnment.

10.8.3 In addition to loose flowers and floral and evergreen arrangements, the Funeral Director or Certificate Holder may place at the side of a Crypt or Niche that has been opened for an Entombment or Inurnment, temporary and unaffixed decorative items such as banners, candles, vases, floral pieces, and baskets. All such unaffixed decorative items shall be removed by the Funeral Director or Certificate Holder promptly following the Entombment or Inurnment. A family wishing to retrieve any flowers or decorations is to make this known ahead of time to the Funeral Director, who will relay the message to the Cemetery Superintendent. In these cases, the family will be required to take the flowers or decorations with them as they leave the Cemetery.

10.8.4 The Cemetery Superintendent shall have the right to limit the number of flowers and floral and evergreen arrangements and the types and number of other decorative items that may be delivered and placed at a Lot, Crypt, or Niche. All such temporary and unaffixed decorative items shall be respectful and dignified, and shall not detract from the aesthetics or sanctity of Saint Augustine Catholic Cemetery, or be inconsistent with the canons, teachings, and tenets of the Catholic Church. The Saint Augustine Catholic Cemetery Office shall not be liable for any damage or loss to any flowers, arrangements, or other items that are left at a Lot, Crypt or Niche.

10.8.5 The Saint Augustine Catholic Cemetery Office will work to ensure that the flag of the United States of America is installed at the Graves of military veterans annually for Memorial Day. The Saint Augustine Catholic Cemetery Office reserves the right to remove flags



that become worn or tattered and have them disposed in a dignified manner. Replacement flags are available upon request. All flags will be removed after Veterans’ Day and disposed in a dignified manner.

10.9 **Soliciting.** Soliciting and marketing activities of any type are not permitted within Saint Augustine Catholic Cemetery. Except for signage installed by the Saint Augustine Catholic Cemetery Office, signs, notices, or advertising of any kind is not permitted within Saint Augustine Catholic Cemetery.

10.10 **Demonstrations.** Demonstrations and other group assemblages that are unrelated to an Interment or are otherwise deemed inappropriate or undignified by the Saint Augustine Catholic Cemetery Office are not permitted.

## **XI. CEMETERY HOURS**

The Saint Augustine Catholic Cemetery Office shall determine when Saint Augustine Catholic Cemetery and the Saint Augustine Catholic Cemetery Office are open. No one is permitted in the cemetery after dusk and before dawn.

## **XII. CEMETERY EMPLOYEES**

12.1 **Outside Workers.** Only Saint Augustine Catholic Cemetery employees and people authorized by the Saint Augustine Catholic Cemetery Office are permitted to work in Saint Augustine Catholic Cemetery. Upon application to the Saint Augustine Catholic Cemetery Office, a Certificate Holder may have certain work in accordance with the Saint Augustine Catholic Cemetery Rules and Regulations done at his or her own expense.

12.2 **Relations with Visitors and Certificate Holders.** Employees of Saint Augustine Catholic Cemetery are required to be courteous to all visitors and are not permitted to do any work for Certificate Holders, except upon the order of the Saint Augustine Catholic Cemetery Office.

12.3 **Prohibited to Receive Additional Compensation.** Under penalty of immediate dismissal, employees of Saint Augustine Catholic Cemetery are prohibited from receiving any fee or commission, either directly or indirectly, except from the Saint Augustine Catholic Cemetery Office.

12.4 **Statements are non-binding.** The statement of any employee of Saint Augustine Catholic Cemetery shall not be binding upon the Saint Augustine Catholic Cemetery Office except as such statement coincides with a document conveying the right of Interment and these rules and regulations.

## **XIII. CONTRACTORS**

13.1 **Authorization Required.** No Contractor shall be permitted to perform any work or engage in any activities within Saint Augustine Catholic Cemetery unless expressly authorized by the Cemetery Superintendent or the Saint Augustine Catholic Cemetery Office.

13.2 **Contractor Responsibilities.**

13.2.1 Every Contractor shall at all times abide by all the Rules and Regulations of Saint Augustine Catholic Cemetery and any specific directives of the Cemetery Superintendent while in the Cemetery.

13.2.2 Upon each arrival at Saint Augustine Catholic Cemetery, and in any event prior to commencing any work or other activities, the Contractor shall notify the Cemetery Superintendent of the Contractor's proposed activities at Saint Augustine Catholic Cemetery.

13.2.3 Contractors shall cease and suspend all work and other activities where the continuation of such work or other activities would interfere, disrupt, or disturb an Interment service then being conducted and, in this regard, the determination of the Cemetery Superintendent shall be final.

13.2.4 Contractors shall be responsible for any damage caused by their work or other activities in Saint Augustine Catholic Cemetery, including the removal of dirt and debris from Saint Augustine Catholic Cemetery.

13.2.5 Contractors are to keep all trucks and vehicles on the paved driveway surfaces at all times. Contractors shall not drive or operate any trucks or other vehicles on any sections within Saint Augustine Catholic Cemetery. The only exceptions are self-powered lifting and carrying machines that have extra wide or balloon type turf tires which are designed for the installation of Outside Burial Containers or Memorialization Work. These machines shall be permitted on Cemetery sections, with or without plywood underlayment.

13.2.6 No tools, vehicles, structures, or other equipment required for the performance of any work or other activities by a Contractor shall be kept overnight in Saint Augustine Catholic Cemetery without the written permission of the Cemetery Superintendent.

13.2.7 The Saint Augustine Catholic Cemetery Office has the right to deny or suspend access and entry to Saint Augustine Catholic Cemetery to any Contractor that is in violation of these Rules and Regulations.

13.3 **Insurance and Indemnification.**

13.3.1 All Contractors performing any work or other activities within Saint Augustine Catholic Cemetery shall carry and maintain the following insurance policies:

- Commercial general liability insurance naming as additional insureds the Archbishop of Philadelphia, and his successors and assigns, Archdiocese of Philadelphia and the

parishes therein (and their pastors both in their individual capacity and in their capacity as pastors) its Religious Institutions and other agencies, whether or not incorporated, which may have been set up to carry out programs on behalf of the Archdiocese or its parishes or both, and any and all subsidiary entities, and all employees while acting within the scope of their employment and volunteers while performing services for all of the foregoing, covering injury to persons with limits of \$1,000,000.00 per occurrence, including damage (including fire damage) to property of at least \$500,000.00;

- Workers' Compensation Insurance in the minimum amounts and coverages required by the Commonwealth of Pennsylvania, and Employer's Liability Insurance in the minimum amount of \$500,000.00 per accident;
- Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned, and hired cars and vehicles, with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 for each occurrence and in the aggregate.

13.3.2 Such insurance policies shall:

- Provide that it shall not be cancelable without at least thirty (30) days prior written notice to the Saint Augustine Catholic Cemetery Office;
- Be primary and non-contributory to any insurance otherwise carried by the Archdiocese of Philadelphia;
- Identify Saint Augustine Catholic Cemetery as expressly covered under such policies;
- Be issued by an insurer licensed in the Commonwealth of Pennsylvania and having an "A" rating in the most recent edition of Best's Insurance Report and be in a form satisfactory to the Office for Insurance Services of the Archdiocese of Philadelphia.

13.3.3 Prior to any Contractor performing any work within Saint Augustine Catholic Cemetery, the Contractor shall deliver certificates to the Saint Augustine Catholic Cemetery Office in a form acceptable to the Office for Insurance Services of the Archdiocese of Philadelphia evidencing such insurance, together with evidence of paid-up premiums, and shall deliver to the Saint Augustine Catholic Cemetery Office renewals thereof at least fifteen (15) days prior to expiration.

13.3.4 Each Contractor, prior to performing any work within Saint Augustine Catholic Cemetery, shall sign a written indemnification agreement pursuant to which such Contractor agrees to indemnify, hold harmless and defend the Indemnified Parties from and against any and all damages, claims, actions, penalties, liabilities, losses and expenses (including, but not limited to, reasonable attorney's fees and expenses) incurred by or asserted against any of the Indemnified Parties as a result of:

- The activities of such Contractor on or about Saint Augustine Catholic Cemetery;
- Any breach by such Contractor of any of these Rules and Regulations;
- Any violation, or failure to comply, by such Contractor with any laws, rules, regulations, orders, directives, and other requirements of any government authorities, or

- Any liens, including mechanic's liens, that are claimed, filed, or asserted against Saint Augustine Catholic Cemetery or any portion thereof by such Contractor (or such Contractor's subcontractors or suppliers).

This indemnification shall be applicable, and the Indemnified Parties shall be indemnified regardless of whether such claims are made on behalf of an employee of such Contractor or any Indemnified Parties, or is the result of any negligence, in part, of any Indemnified Parties.

#### **XIV. ASSUMPTION OF RISK**

All Certificate Holders purchasing, assuming, or exercising any Burial Privileges, and other persons entering upon Saint Augustine Catholic Cemetery, assume and accept the risk of loss, damage and injury to their person and property, including, without limitation, damage to any Memorial from rain, storms, tornadoes, hurricanes, flood, snow, ice and other elements, earthquakes and other acts of God, vandalism, terrorism, civil unrest, war, ordinary and routine cemetery landscaping, operations and maintenance or any other cause similar or dissimilar to the foregoing.

#### **XV. CERTIFICATE HOLDER'S CHANGE OF ADDRESS**

15.1 **Change of Address.** Certificate Holders shall notify the Saint Augustine Catholic Cemetery Office of any change in their mailing address.

15.2 **Notices.** Any notice sent by first class mail through the United States Postal Service to a Certificate Holder at the most recent address appearing in the records of the Saint Augustine Catholic Cemetery Office shall be deemed sufficient and proper notification.

#### **XVI. MAINTENANCE OF CEMETERY GROUNDS**

16.1 **Care and Maintenance.** The Saint Augustine Catholic Cemetery Office shall be responsible for the care and maintenance of the driveways, lawns, and landscaped areas of Saint Augustine Catholic Cemetery, including the cutting of grass over each Grave. The Saint Augustine Catholic Cemetery Office shall not be responsible for the care or maintenance of any Memorial, or any repair or replacement thereof, except as expressly stated in Section 17.9 below.

16.2 **Unauthorized Alterations.** The Saint Augustine Catholic Cemetery Office reserves the right to remove, alter, or change, at the expense of the Certificate Holder, any improvement or alteration made to a Lot without the required written permission.

#### **XVII. MEMORIALS AND MEMORIALIZATION**

17.1 **General Requirements for Monuments.**

17.1.1 Monuments shall comply in all respects with these Rules and Regulations and the Specifications for Cemetery Monuments in effect at the time the Application for

Memorialization is submitted. Any revision or amendment to these Rules and Regulations hereafter adopted by the Saint Augustine Catholic Cemetery Office shall not be applicable to the installation or construction of any Monument that has been previously approved by the Saint Augustine Catholic Cemetery Office.

17.1.2 Generally, only one Monument shall be permitted on a Lot. On a Family Lot, where no Upright Monument is installed, a Flat Marker may be installed on each Grave. In limited circumstances, on a Family Lot where an Upright Monument is installed, a Flat Marker may be permitted, if in the sole determination of the Cemetery Superintendent the size of the existing Upright Monument permits the installation of the Flat Marker.

17.1.3 As many names as desired can be engraved on a Monument. All Monuments must be smooth on all sides and the base must have a sawed back.

17.1.4 Monuments shall only be placed at the back (i.e. head) of the Lot. On a Family Lot, an Upright Monument shall be placed only at the back center of the Lot.

17.1.5 Although Upright Monuments, Slant Markers, and Flat Markers are permitted in Saint Augustine Catholic Cemetery, not all types of Monuments are permitted in all sections of the Cemetery. The Saint Augustine Catholic Cemetery Office has designated those sections where Upright Monuments, Slant Markers, and Flat Markers, respectively, are permissible. Information is available at the Saint Augustine Catholic Cemetery Office indicating the permissible locations for the various types of Monuments that are permitted.

17.1.6 Monuments with contemporary designs, such as ovals, circles, open top carvings, and cut through carvings, may be permitted, if in the sole determination of the Saint Augustine Catholic Cemetery Office such Monuments have been constructed in a respectful and tasteful manner, do not pose any maintenance or safety concerns, and do not detract from the aesthetics or sanctity of the Cemetery.

17.1.7 All Monuments and other Memorials should contain a symbol or other representation of the Catholic faith prominently placed on the face of the Memorial.

17.1.8 Veteran’s Markers shall comply with all requirements for a Flat Marker as set forth in the Rules and Regulations and the Specifications for Cemetery Monuments, except that a Veteran’s Marker may be installed on a Family Lot, in addition to any other existing Monument, in the location determined by the Cemetery Superintendent.

17.1.9 All Memorialization or Foundation Work shall have written orders from the Certificate Holder and a permit issued by the Saint Augustine Catholic Cemetery Office.

17.1.10 The Saint Augustine Catholic Cemetery Office reserves the right to fix the days and hours for:

- Obtaining a permit;

- Delivery of and/or placement of a Memorial at a gravesite;
- Installation of a foundation.

17.1.11 The maximum dimensions permitted for Monuments are:

- Single Grave Lot (Flat Marker only) – 2 feet long x 1 foot wide
- Single Grave Lot (Upright Monument) – 2 feet, 4 inches long x 3 feet high x 8 inches wide
- Two Grave Lot – 4 feet long x 3 feet high x 2 feet wide
- Three Grave Lot – 5 feet, 5 inches long x 4 feet high x 2 feet wide
- Four Grave Lot – 6 feet long x 4 feet high x 2 feet wide

17.2 **General Requirements for Mausoleums and Columbariums.**

17.2.1 The Mausoleum and Columbarium at Saint Augustine Catholic Cemetery shall comply in all respects with these Rules and Regulations.

17.2.2 The Memorialization of Crypts and Niches shall be affixed to the surface of the Crypt Front or Niche Front and shall be in the form of a plaque.

17.2.3 Remains, other than cremated Remains, must be embalmed in order to be Entombed in a Mausoleum.

17.2.4 The Saint Augustine Catholic Cemetery Office shall charge for Memorial permits, Foundation permits, placements or removals, and have the right to require that said charges be paid in advance. The Saint Augustine Catholic Cemetery Office also shall have the right to fix and charge a fee for any Memorial left at the Cemetery before a Burial Privileges Certificate has been issued.

17.3 **General Requirements for Foundations.**

17.3.1 If a Certificate Holder requests Saint Augustine Catholic Cemetery to install a Foundation, then the Application for Memorialization shall be accompanied by the fee for the installation in the amount then currently published by the Saint Augustine Catholic Cemetery Office. Such fee shall be calculated based on the area of the Foundation covered by the Base. The Cemetery Superintendent shall notify the Monument Company when the Foundation has been installed.

17.3.2 If a Certificate Holder requests a Monument Company to install the Foundation, the Monument Company shall install such Foundation in accordance with the Specifications for Cemetery Monuments and these Rules and Regulations.

17.3.3 When a Foundation has been installed by a Monument Company, the Monument Company shall notify the Cemetery Superintendent and the Cemetery Superintendent shall inspect the Foundation to determine whether it has been installed in

accordance with the Specifications for Cemetery Monuments. The Cemetery Superintendent shall notify the Monument Company when such inspection has been completed, and whether the Foundation satisfies the Specifications for Cemetery Monuments. If the Cemetery Superintendent determines that the Foundation does not satisfy the Specifications for Cemetery Monuments, the Monument Company shall remove or alter the Foundation as requested by the Cemetery Superintendent, as necessary to conform to the Specifications for Cemetery Monuments. No Monument shall be placed on a Foundation until the Cemetery Superintendent has notified the Monument Company that the Foundation satisfies the Specifications for Cemetery Monuments.

17.4 **Memorialization.**

17.4.1 All Memorialization Work must be authorized by the Certificate Holder, provided, however, that each decedent whose Remains are Interred in a Lot shall be entitled to Memorialization.

17.4.2 The names that are to be Memorialized on a Memorial shall correspond with the names of the decedents Interred in the Lot as shown on the records maintained by the Saint Augustine Catholic Cemetery Office.

17.4.3 The Memorialization of Monuments should include inscriptions of texts drawn from Sacred Scripture or the approved public prayers of the Catholic Church. All inscriptions of texts shall be consistent with the canons, teachings, and tenets of the Catholic Church and clearly represent the message of the Gospel.

17.4.4 The Memorialization of a Monument may include emblems, insignias, texts, or inscriptions that represent aspects of the Catholic faith which were of special personal or emotional importance to the decedent, provided that [a] such emblem or inscription fits within a square space four (4) inches wide by four (4) inches high, and [b] in the sole and absolute determination of the Saint Augustine Catholic Cemetery Office, such representation is made in respectful and dignified manner, does not detract from the aesthetics or sanctity of Saint Augustine Catholic Cemetery, and is not inconsistent with the canons, teachings, and tenets of the Catholic Church. Emblems, insignias, texts, or inscriptions of a secular nature are not permitted.

17.4.5 The Saint Augustine Catholic Cemetery Office reserves the right to reject any proposed Memorialization that, in the sole and absolute determination of the Saint Augustine Catholic Cemetery Office, is inconsistent with the canons, teachings, and tenets of the Catholic Church.

17.4.6 Waterproofing, coloring, painting, lithochroming, enameling, lacquering, or bronzing of the letters or carvings on a Memorial shall not be permitted.

17.4.7 Etchings or other processes creating a representation of a decedent may be permitted on a Monument, if in the sole determination of the Saint Augustine Catholic Cemetery

Office such etchings or other processes do not detract from the aesthetics or sanctity of Saint Augustine Catholic Cemetery.

17.4.8 Photographs, vases, statues, receptacles for flowerpots or extra-large ends for such, cut-outs, protrusions, urns, and other materials or items shall not be affixed to a Monument.

17.4.9 Cameos may be affixed to a Monument, provided that:

- The overall size of the cameo, including any framing, does not exceed an area of four (4) inches by five (5) inches;
- In the sole determination of the Saint Augustine Catholic Cemetery Office, the cameo does not detract from the aesthetics or sanctity of Saint Augustine Catholic Cemetery; and
- Neither Saint Augustine Catholic Cemetery nor the Saint Augustine Catholic Cemetery Office shall be responsible for any loss or damage to any such cameo, regardless of the cause. Cameos shall not be affixed to any Memorial other than a Monument.

17.4.10 The Memorialization of a Mausoleum Front or a Crypt Front in the Community Mausoleum or Columbarium shall be in accordance with the requirements for Memorialization as established by the Saint Augustine Catholic Cemetery Office.

17.4.11 Notwithstanding Paragraph 17.4.8 above, a bronze medallion issued by the VA may be installed on an existing Flat Marker (other than a Veteran's Marker), Slant Marker, or Upright Monument, subject to all other Rules and Regulations pertaining to Memorialization. The Saint Augustine Catholic Cemetery Office is not responsible for damaged or missing bronze medallions.

## 17.5 Permits for Memorialization.

17.5.1 No Memorialization Work shall commence or be performed until the Cemetery Superintendent has issued a Memorialization Permit.

17.5.2 In order to obtain a Memorialization Permit, the Certificate Holder, or the Monument Company on the Certificate Holder's behalf, shall deliver and present to the Cemetery Superintendent:

- A properly completed Application for Memorialization in the form published by the Saint Augustine Catholic Cemetery Office from time to time, signed by the Certificate Holder and Monument Company;
- Payment of the applicable Memorialization permit fee and, if applicable, the fee for the installation of the Foundation in the amount or amounts then currently published by the Saint Augustine Catholic Cemetery Office.



17.5.3 The Application for Memorialization shall include exact scaled details and dimensions of the proposed Monument, which may be in the form of a computer-generated depiction or photograph, as long as the details and dimensions of the Monument are provided.

17.5.4 The Application for Memorialization shall include the full details of the proposed Memorialization Work, including the size and font of any lettering, and the complete text of the inscription, which may be in the form of a computer-generated depiction or photograph so long as the details and dimensions of the Memorialization Work are provided. If the proposed Memorialization includes any artwork, clear and detailed photographs or computer-generated drawings are required to be attached to the Application for Memorialization.

17.5.5 Following receipt of the properly completed, signed, and notarized Application for Memorialization, and the applicable fee or fees, and upon completion of the review of the Application for Memorialization, the Cemetery Superintendent shall either [a] notify the Monument Company by email that the Application for Memorialization is approved and issue a Memorialization Permit, or [b] notify the Monument Company and Certificate Holder that submitted the Application for Memorialization by email that such Application for Memorialization has been rejected, and specify the reasons for such rejection.

17.5.6 In connection with the proposed installation of a Veteran’s Marker and in lieu of the Monument Company completing the Application for Memorialization, the Applicant shall submit an Affidavit of Authority, together with a completed application for a Veteran’s Marker using the form proscribed by the VA.

17.6 **Responsibility for Monuments.** The Certificate Holder shall be responsible for the care and maintenance of his or her Monument. In the event the Monument becomes damaged, unsightly, dilapidated, or dangerous to visitors, the Saint Augustine Catholic Cemetery Office shall have the right, but not the obligation, to correct or repair the defective condition or remove the Monument or other Memorial from the Cemetery, and without liability to the Certificate Holder or any other person, provided that the Saint Augustine Catholic Cemetery Office first shall have given written notice of the necessity for such repair to the Certificate Holder and such Certificate Holder fails to complete such work within thirty (30) days of the date of such notice. The Certificate Holder shall be responsible for reimbursing the Saint Augustine Catholic Cemetery Office for all the costs associated with such repairs or removal.

17.7 **Monument Companies.**

17.7.1 Every Monument Company shall abide by all these Rules and Regulations at all times including, without limitation, Article XVII and any specific directives of the Cemetery Superintendent, while in Saint Augustine Catholic Cemetery.

17.7.2 Upon each arrival at Saint Augustine Catholic Cemetery and in any event prior to commencing any Memorialization Work or any other activities, the Monument Company shall contact the Cemetery Superintendent either in person at the Saint Augustine Catholic Cemetery Office or by telephone, email or text message. The Monument Company shall be in possession

of a completed permit for Memorialization and shall inform the Cemetery Superintendent of the specific Memorialization Work that the Monument Company proposes to accomplish on that date.

17.7.3 If a Monument Company is unable to locate the boundary markers of a Grave, the Monument Company shall request the assistance of the Cemetery Superintendent.

17.7.4 The Monument Company shall be responsible for all costs and expenses associated with the removal and relocation of a Monument resulting from the incorrect placement of the Monument.

17.7.5 Neither the solicitation of sales for Monuments or Memorialization Work, nor any other marketing activities by a Monument Company shall be permitted anywhere within Saint Augustine Catholic Cemetery.

17.7.6 The Monument Company agrees that all work shall be done in accord with the highest professional standards, with complete and adequate guarantees to the Certificate Holder for the quality of materials use and work done; in complete accord with any and all rules of the Saint Augustine Catholic Cemetery, and will stand liable for any damage done to the Cemetery in the course of working there.

#### 17.8 **Non-Cemetery Employees.**

17.8.1 Non-cemetery employees who place or erect monuments and other structures, bring in materials for such work, or install foundations, shall operate as independent Contractors and must do so under the permission and supervision of the Saint Augustine Catholic Cemetery Office.

17.8.2 Non-cemetery employees engaged in placing or erecting Monuments, Foundations, or other structures are prohibited from scattering their material over adjoining plots, blocking roads or walks, and/or leaving their material on the grounds longer than necessary.

17.8.3 Damage done to plots, trees, shrubs, or other property by non-cemetery employees, dealers, Contractors, or their agents, shall be repaired by the Saint Augustine Catholic Cemetery Office. Cost for such repair shall be charged to the dealer or Contractor or to his or her principal.

17.8.4. The Saint Augustine Catholic Cemetery Office reserves the right to stop all work of any nature whenever in its opinion:

- Proper preparations for such work have not been made;
- Work is being done in such a manner as to endanger life or property;
- There is evidence of misrepresentation;

- Any reasonable request on the part of the Saint Augustine Catholic Cemetery Office is disregarded;
- Any person employed on the work violates any rules of the Saint Augustine Catholic Cemetery Office.

17.9 **Removal and Replacement of Monuments.**

17.9.1 Except as expressly set for in this section 17.6, no Certificate Holder or any other person shall have the right to move or remove a Monument.

17.9.2 Subject to applicable civil law and these Rules and Regulations and the determination and approval of the Saint Augustine Catholic Cemetery Office, the Certificate Holder that purchased a Monument that has been installed on a Lot may cause a Monument Company to remove the existing Monument and replace such Monument, provided that the new Monument shall conform to the then current Rules and Regulations and Specifications for Cemetery Monuments governing Memorialization at the time the Application for Memorialization is submitted.

17.9.3 After an existing Monument has been removed by a Monument Company, a new Monument shall not be installed until the Cemetery Superintendent has inspected the existing Foundation and determined that the Foundation is in satisfactory condition and of suitable size to support a new Monument. Following such inspection, the Cemetery Superintendent shall notify the Monument Company if the existing Foundation is satisfactory or if the existing Foundation must be removed and replaced with a Foundation suitable for the new Monument. If the Cemetery Superintendent determines that a new Foundation is required, the new Foundation shall be installed in accordance with these Rules and Regulations prior to the installation of the new Monument.

17.9.4 The Certificate Holder agrees that if it should be necessary to move the Monument and Foundation in order to make future Interments in the Lot, the Certificate Holder shall pay the charges made by the Cemetery to replace the Monument and Foundation after the Interment.

**XVIII. INURNMENTS OF CREMATED REMAINS**

18.1 **Arrangements and Requirements.** Arrangements for Inurnments shall be made in the same manner and shall be subject to all of the same requirements as any other Interment, including compliance with Sections 3.1 and 3.2 of these Rules and Regulations. Cremated Remains that have not been Interred in accordance with these Rules and Regulations shall not be Memorialized.

18.2 **Place for Inurnments.** Up to two (2) Urns with cremated Remains may be Interred in a single depth Lot where a casket has been or will be buried. Up to three (3) Urns with cremated Remains may be Interred in a single depth Lot where no casket has been or will be buried.

18.3 **Requirement for an Urn.** Cremated Remains must be placed in an Urn prior to Inurnment.

18.4 **Requirement for an Outside Burial Container.** An Urn containing Cremated Remains is to be placed within an Outside Burial Container obtained from the Saint Augustine Catholic Cemetery Office prior to Inurnment in a Grave.

18.5 **Identification.** It is highly suggested that all cremated Remains to be Interred in the Columbarium at Saint Augustine Catholic Cemetery have a plate or inscription on the top of the Urn with the name of the decedent whose Remains are contained in the Urn.

18.6 **Order of Christian Funeral not Celebrated.** The Saint Augustine Catholic Cemetery Office highly recommends the presence of a Funeral Director in situations where cremated Remains are brought to Saint Augustine Catholic Cemetery for Interment or Inurnment and neither a Funeral Mass nor a Funeral Liturgy Outside Mass is celebrated immediately beforehand.

18.7 **Scattering of Cremated Remains.** Cremated remains may not be scattered anywhere within the bounds of Saint Augustine Catholic Cemetery.

## **XIX. TEMPORARY ENTOMBMENTS**

19.1 **Temporary Placement.** Subject to the approval of the Saint Augustine Catholic Cemetery Office and applicable civil law, a casket or burial case containing Remains may be temporarily placed in an unoccupied Crypt for a period not to exceed thirty (30) days upon written request by the nearest next of kin of the decedent.

19.1.1 Special permission from the Department of Health is required for the temporary placement of a casket or burial case.

19.1.2 Civil law requires a new burial permit for the permanent Interment of a casket or burial case if the temporary placement is to exceed thirty (30) days.

19.2 **Fees.** The rental fee for the temporary use of a Crypt and other related charges shall be determined by the Saint Augustine Catholic Cemetery Office.

19.3 **Removal.** Upon the failure to pay the required rental or other charges, or upon the failure to provide for the final Interment of the Remains within the thirty (30) day period, the Saint Augustine Catholic Cemetery Office may remove the Remains from the Crypt and cause same to be Interred in any Lot, and all costs and expenses associated with such removal and Interment, including the cost of the Lot, shall be the responsibility of the person that requested the temporary placement, and any deposit shall be applied by the Saint Augustine Catholic Cemetery Office against such costs and expenses. In the event of such failure, the Saint

Augustine Catholic Cemetery Office is empowered to act as duly appointed agent in obtaining any and all necessary burial or transit permits for such removal and Interment. As long as the Remains are under the control of Saint Augustine Catholic Cemetery, this agency shall be coupled with an interest and this power shall be irrevocable.

**XX. LOSS OR DAMAGE**

20.1 **Disclaimer.** The Saint Augustine Catholic Cemetery Office disclaims all responsibility from damage by an act of God, the elements, earthquakes, flood, cave-in, war, common enemy, air raids, invasions, insurrection, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, ordinary and routine cemetery landscaping, operations and maintenance, or any cause similar or dissimilar regardless of the cause or source of such damage whether the damage be direct or collateral.

**XXI. MISCELLANEOUS**

21.1 **Waivers and Modifications.** The Saint Augustine Catholic Cemetery Office reserves the right, without notice, to make exceptions and modifications to these Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension, or modification shall in no way be considered as affecting the general application of any of these Rules and Regulations.

21.2 **Other Matters.** In all matters not specifically covered by these Rules and Regulations, the Saint Augustine Catholic Cemetery Office reserves the right to do anything which in its judgment is deemed reasonable under the circumstances and such decisions shall be binding upon the Certificate Holder and all other parties concerned.

21.3 **Amendments.** The Saint Augustine Catholic Cemetery Office reserves the right, to be exercised 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 with respect to Saint Augustine Catholic Cemetery or anything pertaining thereto. Such new or changed rules will be posted in the Cemetery Superintendent’s office for a period of thirty (30) days prior to their being effective and such notice shall be considered complete and sufficient announcement of such amendments.

**Frequently Asked Questions**

*Why are signs installed at Saint Augustine Catholic Cemetery?*

The decision to install signs was in recognition of the fact that as time passes, Lot holders and visitors tend to forget what they knew are the rules in the Cemetery, and instead are just acting on assumptions they make.

*Why are there so many “rules” on the signs?*

The many details on the signs are guided by the desire to be of service to all the people who have family or friends that they wish to visit at the Cemetery, and to provide people with the information they need. The rules are intended to protect people visiting Saint Augustine Catholic Cemetery as well as Cemetery employees.

*Is it necessary for to have such a detailed list of rules on the signs?*

Yes. Nothing can be taken for granted, so the need to detail basic items is to ensure that visitors are aware of these issues and will be able to visit safely. In our changing world, the safety of visitors to Saint Augustine Catholic Cemetery is a great concern. Visitors must be alerted so they can take the necessary precautions.

*Is it necessary to mention the issue of observing traffic signs?*

Yes. All too often, drivers tend to forget the rules of the road and basic courtesy when driving in the Cemetery. Therefore, there are signs specifically to remind drivers to drive carefully, courteously, and **slowly** when in the Cemetery. Doing so will help prevent accidents between vehicles, between a vehicle and people walking on the Cemetery roadway, and between a vehicle and grave monuments.

*Why is there a need for plot holders to provide their current addresses to the Cemetery office?*

If the Saint Augustine Catholic Cemetery Office needs to contact a family regarding their Cemetery Lot or Monument, often the last known address is no longer valid, and the Cemetery Office is left to believe there are no longer any family members for a particular Lot. Consequently, it gives the impression that the Lot will never be used again or be needed. A current address is critical for proving there is still family in existence.

*Just floral decorations?*

Yes. The norm has always been that families visiting the Cemetery would bring a few flowers to decorate the grave, thus showing their love and respect. Floral items are a natural in a Cemetery and, while beautifying the Cemetery, do not detract or cause the Cemetery to look unsightly.

*Why can't I bring anything else to a gravesite?*

There is a tendency in our country to invent all sorts of items for every part of our lives, and then attempt to convince ourselves these items are wonderful and necessary. In reality, many of these decorations not only become the source of problems in a Cemetery, they can even make the graves look unsightly. They can be dangerous, since often they are items people can take and throw at others. They are expensive to gather up, and with trash disposal costs rising, add a major burden to the Cemetery's operating costs. Also, there is the matter of safety. These items

can end up in the grass and, when the lawn mowers hit them, bits and pieces are hurled long distances. Floral items are far safer and simpler.

*But my loved one was a sports fan, or loved Halloween, or proud of his/her heritage or school. Why can't I bring decorations that reflect what had special meaning to my loved one?*

It is a matter of maintaining the dignity and appearance of the Cemetery. Also, there are people who steal such items for their own use. The theft of decorations from Cemetery graves is more common than one would believe. It is far better to remember your departed loved one in prayer, at Mass, or through donations to a charity that is linked to his/her special interests. Contributions given in memory of your loved one to help those in need would do more good than money spent on decorations (which are eventually thrown away).

*Why are planters or flower boxes not permitted at the gravesite?*

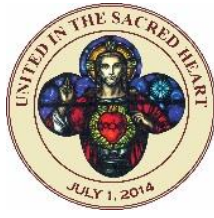
Planters or flower boxes are a major problem as they interfere with the overall lawn care of the Cemetery which includes not only grass cutting, but also trimming around each monument. On the one hand, if the planters are not moved and trimming around the monument is not done, people would complain the Cemetery is not being cared for. On the other hand, it is time consuming for our Cemetery employee responsible for maintenance to move planters or flower boxes, which are often heavy, in order to properly to trim around the monument. Your one box looks nice to you, but there are many other gravesites at the cemetery, so it becomes a major issue.

*But the Cemetery Lot belongs to me!*

Not really. Owning a Lot in Saint Augustine Catholic Cemetery entitles one to a "right of burial," not to ownership of that particular piece of land. An individual Lot cannot be treated as if it were one's private property because all the land in Saint Augustine Catholic Cemetery belongs to Saint Augustine Catholic Cemetery. Since Saint Augustine Catholic Cemetery serves so many people, the only way to maintain order and keep it as a dignified resting place for everyone's loved ones is to have rules regarding decorations at the graves.

*How do I know when to bring decorations to the grave?*

Signs posted around Saint Augustine Catholic Cemetery list all the standard or routine clearing periods. It is two weeks after the listed holidays and holydays. But, since the Cemetery employee responsible for maintenance has many other tasks as part of his work and weather conditions may not cooperate with the clean-up, it may take longer for the entire Cemetery to be cleared. A "clearing in progress" sign will be posted when the work is being done. You will know when you can bring floral decorations to your Lot when the sign is removed.



Saint Augustine Catholic Cemetery is under the care of:  
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120 Jefferson Street  
Swedesburg, PA 19405-1764  
610-275-1750