DIOCESE OF BRIDGEPORT
CATHOLIC CEMETERIES

Information And Regulations

www.bridgeportdiocese.org/cemeteries
INFORMATION AND REGULATIONS
OF THE DIOCESE OF BRIDGEPORT'S CATHOLIC CEMETERIES

For the mutual protection and benefit of all holders of any lot, crypt or niche in any of the Diocese of Bridgeport Cemeteries, The Bridgeport Roman Catholic Diocesan Corporation hereby adopts the following Information and Regulations.

All lot, crypt, estate, private mausoleum or niche holders shall be subject to the terms of their respective purchase agreements, and these Information and Regulations, and such amendments or alterations thereof or additions thereto as shall be adopted by The Bridgeport Roman Catholic Diocesan Corporation from time to time; and the reference to these Information and Regulations in the document conveying the right of interment or entombment shall have the same force and effect as if set forth in such document.

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Table of Contents

II. ADMISSION TO THE CEMETERY ................................................................. 6
III. CEMETERY HOURS .................................................................................. 6
IV. INTERMENT OR ENTOMBMENT PROCEDURES ........................................ 7
V. DISINTERMENT PROCEDURES ................................................................. 8
VI. CORRECTION OF ERRORS ...................................................................... 8
VII. CEMETERY LOT, CRYPT OR NICHE HOLDER’S RIGHTS ......................... 9
VIII. OWNERSHIP AND TRANSFER OF INTERMENT OR ENTOMBMENT RIGHTS; DECENT OF OWNERSHIP .......................................................................................... 9
IX. LOT, CRYPT OR NICHE HOLDER’S CHANGE OF ADDRESS ..................... 11
X. FAMILY INTERMENT SPACE INALIENABLE ............................................. 11

Page
| XI. | SERVICE CHARGES AND PAYMENTS | 11 |
| XII. | RIGHT OF ALTERATION | 12 |
| XIII. | USE OF CEMETARY AND CONDUCT IN CEMETARY | 12 |
| XIV. | GARDENING | 13 |
| XV. | GRADING, LANDSCAPING, AND IMPROVEMENTS | 14 |
| XVI. | CEMETERY EMPLOYEES | 15 |
| XVII. | OUTSIDE WORKERS | 15 |
| XVIII. | LOSS OR DAMAGE; REPAIRS | 15 |
| XIX. | CARE – MAINTENANCE FUND | 15 |
| XX. | MEMORIALS AND RULES FOR MEMORIAL WORK | 16 |
| XXI. | PRIVATE MAUSOLEUMS AND CATACOMBS | 17 |
| XXII. | COMMUNITY MAUSOLEUMS | 18 |
| XXIII. | IN GENERAL | 19 |

**THE CATHOLIC CEMETERIES OF THE DIOCESE OF BRIDGEPORT**

I. DEFINITIONS

Additional Right of Interment – When a family requests the interment or entombment of additional full burial or cremated remains in a grave or crypt that was not contemplated at the time of the original purchase.

Applicable Laws – shall mean all laws, regulations, ordinances, rules and regulations enacted by the State of Connecticut, Connecticut Department of Public Health, County of Fairfield and/or the municipality in which the applicable Cemetery is located.

Care – refers to the care and maintenance of graves and the lots necessitated by natural growth and ordinary wear. It includes cutting of the grass at reasonable intervals and care of lawns, trees, and shrubs planted by the Cemetery Authorities. It shall not include the care and maintenance of any Lot, Crypt or Niche Holder’s private plantings, unless a trust agreement or special care agreement has been established specifically covering maintenance of plantings, shrubs, or mausoleums with the Cemetery Authorities.

Cemetery – Real property owned by the Diocese that shall be utilized for earth burials, mausoleum, or niche entombments of human remains.

Cemetery Authorities – shall include all persons authorized by the Diocese to manage the Diocese’s Cemeteries, including, but not limited to, the appointed Manager at each of the Diocese’s Cemeteries.

Cemetery Office – as used herein means the offices at each Cemetery established for the purposes of administering the daily operations of each Cemetery.

Certificate of Burial or Entombment Rights – A certificate granted to a purchaser under a Purchase Agreement, pursuant to which the privilege of interment, entombment, or inurnment (each as hereinafter defined) is granted. A Certificate of Burial or Entombment Rights is not to be construed as a deed to the land, mausoleum or niche.

Crypt – shall mean a space of sufficient size in a mausoleum or underground vault, used or intended to be used, to entomb human remains.

Diocesan Cemetery Office – as used herein means the Director of Cemeteries, for the purpose of conducting and administrating the Cemeteries owned and operated by the Diocese.

Diocese or Diocese of Bridgeport – shall mean The Bridgeport Roman Catholic Diocesan Corporation

Entombment – shall mean burial in a mausoleum crypt or underground vault. The term “entombment” will also describe the placing of cremated human remains in a crypt, underground vault or a niche.

Flush marker – shall mean a flat, rectangular grave marker set flush with the lawn or surface of the ground.

Grave – shall mean a space of ground in the Cemetery used or intended to be used for the sole purpose for the burial of human remains.

Interment – shall mean earth burial.
**Inurnment** – shall mean the placing of cremated human remains in a niche, which activity is also included in the definition of Entombment herein.

**Local Ordinary** – shall mean the Bishop of the Diocese and his appointees.

**Lot** – shall include and apply to one grave or to more than one adjoining grave.

**Lot, Crypt, or Niche Holder** – shall mean a person who has been granted a Certificate of Burial or Entombment Rights, or who holds same by right of inheritance or transfer.

**Maintenance Fund** – shall mean a fund contributed to by purchasers of Interment or Entombment rights pursuant to a Purchase Agreement that shall be utilized to pay for the maintenance provided by us under Section XIX below.

**Mausoleum** – shall mean a monumental building or structure for burial of the dead above ground.

**Memorial** – shall include a monument, headstone, grave marker, sarcophagus, or inscription on crypt or niche fronts, for one or more deceased persons.

**Niche** – shall mean a space of sufficient size in a mausoleum or columbarium designated to be used to entomb cremated human remains.

**Our, Us or We** – refers to the Cemetery Authorities as defined in this section.

**Purchase Agreement** – shall mean a purchase and sale agreement pursuant to which a person has purchased interment or entombment rights in a particular Cemetery. The rights so purchased under the Purchase Agreement shall be evidenced by a Certificate of Burial or Entombment Rights.

**Right of Burial** – shall mean only the privilege of interment or entombment in the Cemetery. It does not convey an ownership of land or other interest in the grave, lot, crypt or niche to which it refers.

### II. ADMISSION TO THE CEMETERY

We reserve the right to refuse to admit, or refuse physical admission to the Cemetery, and shall permit or refuse the use of any of the Cemetery’s facilities at any time to any person or persons whom the Cemetery Authorities may deem objectionable to preserve the best interests of the Cemetery. It is the duty of the Cemetery Authorities to see that the rules and regulations are complied with, and that order is maintained, and that the best interests of the Cemetery are protected and promoted.

### III. CEMETERY HOURS

The Cemetery Offices are open as follows:

- As posted in cemetery offices
- Holidays – closed for cemetery recognized holidays.
- Visitation hours are 8:00 a.m. through 5:00 p.m., seven days a week, weather permitting.
IV. INTERMENT OR ENTOMBMENT PROCEDURES

1. All funerals in the Cemetery shall be conducted under Our supervision and sole discretion.

2. All interments and entombments are subject to these Information and Regulations and shall also be subject to all Applicable Laws.

3. All arrangements for interments/entombments, purchase of burial rights, or removals made by a Lot, Crypt, or Niche Holder through a funeral director or other agent shall be binding on said Lot, Crypt, or Niche Holder.

4. The hour and manner in which interments, entombments and/or disinterments will be permitted shall be designated at Our sole discretion. All interments, entombments and disinterments shall be subject to the payment of such charges as shall be determined by Us from time to time.

5. All full-size caskets must be enclosed in a concrete, steel, or other permanent container for earth interments. Use of wood outer containers is prohibited. All containers and all outer enclosures shall be subject to Our approval.

6. All cremated human remains must be enclosed in an approved urn vault for earth interment. All cremated human remains going into Our community mausoleum or an area designated for cremated human remains must be placed in an urn. Approval for all containers shall rest with Us.

6A
- Maximum two (2) cremation vaults per individual grave lot, with a casket burial. (grave is considered closed)
- Grave without a casket burial, maximum of 4 cremation vaults may be interred. (grave is considered closed)
- Regular size cremation vault: May hold a maximum of three (3) cremains (cremains must be in crematorium standard urn box.)
- Ex-large size cremation vault: May hold a maximum of five (5) cremains (additional vault fee applies)
- Re-opening of a cremation burial or crypt: normal open/close fees apply.
- A crypt with a casket burial may not have the space to accommodate additional cremains.

7. Scattering or commingling of cremated remains on a lot or grave is strictly prohibited. Arrangements to purchase urns for cremated remains may be made at the Cemetery Office.

8. A burial permit, issued by the registrar of the town in which the death occurred, is required for each burial pursuant to the Connecticut General Statutes. Such permit must be presented to the Cemetery Authorities before interment or entombment is completed as the Sexton of the Cemetery is required to endorse the permit and report to the Registrar of Vital Statistics.

9. We shall not be liable for obtaining the burial permit, or responsible for any errors or omissions concerning the data contained therein, including the indication of the identity of the person to be interred or entombed.

10. We shall not be responsible for any order given by telephone, or any mistake occurring from a lack of proper instructions as to the size of the vault, casket, or urn, or as to the particular grave, lot, crypt or niche location where interment or entombment is to be made. An equitable charge will be made whenever additional labor costs may result from such mistake.
11. We shall in no way be liable for any delay in the interment or entombment of a body where a protest to the interment or entombment has been made, or where these Information and Regulations and/or Applicable Laws have not been complied with, or where these Information and Regulations and/or Applicable Laws shall forbid such interment or entombment. Further, We reserve the right under such circumstances to place the body in a receiving vault until full rights have been determined. Any protest must be in writing and filed with Us.

12. We reserve the right to refuse a request for an interment or entombment opening for any purpose when there are written instructions to the contrary on file with Us, except on proper written authorization from any lot holder of record, or, if deceased, his/her heirs. We may require a notarized interment or entombment authorization from the Lot, Crypt, or Niche Holder.

13. A casket may not be opened at any time within the Cemetery without Our express permission. If permission is granted to open a casket, a licensed funeral director must be present. We reserve the right to refuse permission to anyone to open the casket or to touch the deceased without the consent of the legal representative of the deceased or without a court order. We may take appropriate steps to correct any obnoxious or improper condition.

14. No interments or entombments will be made on Sundays or on certain holidays. Interments or entombments on Saturdays will require additional charges.

V. DISINTERMENT PROCEDURES

1. All disinterments are subject to these Information and Regulations.

2. Disinterments shall be allowed only in accordance with Applicable Laws. Disinterments shall be permitted only upon a validly issued permit from the Registrar of Vital Statistics, or upon an order from a Superior Court Judge. The disinterment shall be performed by Cemetery and other professional personnel. Ground disinterments are not permitted from July 1 through August 31.

3. The hour and manner in which disinterments will be permitted shall be designated at Our sole discretion. No disinterments will be scheduled on Saturdays, Sundays, or on certain holidays as determined by Us from time to time. For a disinterment to be scheduled, We will require signed and notarized affidavits prior to disinterment. Affidavits will be prepared by Us.

4. All interments, entombments and disinterments shall be subject to the payment of such charges as shall be determined by Us from time to time.

5. We shall exercise due care in making a disinterment, but shall assume no liability for the damage to any casket or outer container incurred in making the disinterment.

VI. CORRECTION OF ERRORS

We reserve the right to correct errors made by Us in the sale or description of interment or entombment rights, or in making interments, entombments, or disinterments to the extent permitted by Applicable Laws. We may either cancel such transfer or substitute, in lieu thereof, other interment or entombment rights. We may attempt to select with the approval of the purchaser(s) another comparable location, so far as possible, or We may refund any monies paid for the purchase of interment or entombment. If such error also involves the interment or entombment of the remains of any person, We reserve the right to bury or entomb the remains in another location of equal value selected as provided above.
VII. CEMETERY LOT, CRYPT OR NICHE HOLDER’S RIGHTS

1. The right of interment or entombment granted pursuant to a Certificate of Burial or Entombment Rights does not grant to the holder of such Certificate any interest in or to real property.

2. We reserve the right to specify the terms of purchase of all interment or entombment rights in graves, lots, crypts, or niches, and to fix the number of interments or entombments allocated to a grave, lot, crypt, or niche, all of which shall be set forth in the respective Purchase Agreement.

3. If the purchaser(s) fails to carry out the terms of the Purchase Agreement, We may declare said Purchase Agreement cancelled and all rights of the purchaser(s) to the grave, lot, crypt, or niche shall be forfeited, as specifically set forth in the Purchase Agreement in the section entitled “Purchaser Default – Penalties.” Notice of such forfeiture mailed to the last address of such purchaser appearing on the Cemetery records shall be deemed sufficient.

4. The use of a grave, lot, crypt, or niche is for the Lot, Crypt, or Niche Holder; the Lot, Crypt or Niche Holder’s relatives; or the Lot, Crypt, or Niche Holder’s specific designee as set forth in the Purchase Agreement, for interment or entombment purposes only. The Certificate of Burial or Entombment Rights granted is not transferable without Our written consent. The owner of the Certificate of Burial or Entombment Rights shall not have any right to sell, transfer, exchange, or in any manner dispose of said grave, lot, crypt or niche or any part thereof, or any right of interest therein without Our written consent.

5. If the Certificate of Burial or Entombment Rights has been lost or misplaced, an affidavit sworn before a Notary Public must be presented in which the person(s) claiming rights of interment or entombment privileges in said grave, lot, crypt or niche must identify themselves and establish their rights to said grave, lot, crypt or niche. Upon the presentation of the affidavit, We shall have the right to rely on the notarized statements contained therein, and the person(s) making the affidavit shall be responsible for any errors or omissions of the affidavit.

6. In case the Certificate of Burial or Entombment Rights is lost, We will issue a letter with the seal of the Diocese as a substitute Certificate of Burial or Entombment Rights. This Certificate may be issued to the person(s) who has established legal right to it after satisfactory proof of said loss has been presented to Us, together with a notarized affidavit, reasonably satisfactory in form and substance to Us, by a person(s) having personal knowledge of the facts which may be conclusively relied upon by Us to permit the use of unoccupied portions of any space referred to in such affidavit.

7. We reserve the right to remove, without prior notice, enclosures previously erected which have become unsightly or dangerous.

VIII. OWNERSHIP AND TRANSFER OF INTERMENT OR ENTOMBMENT RIGHTS; DECENT OF OWNERSHIP

1. Interment or entombment rights in the Cemetery can be acquired only with Our prior written approval, and such rights are subject to these Information and Regulations as promulgated by the Diocese and as amended from time to time. Owners of interment or entombment rights may not sell, assign, or otherwise transfer, pledge, or hypothecate their rights of interment or entombment to any other person, without first offering such rights back to the Diocese. If an owner wishes to transfer their right of interment or entombment to another individual, the owner must first provide written notice to Us of such intention, which notice shall include the name of the proposed transferee and proposed transfer
price. The Diocese in its sole discretion may either (i) repurchase such rights from the owner, (ii) refuse to approve such transfer, or (iii) approve such transfer, in which case we will prepare a document transferring to the proposed transferee the right of interment or entombment. The transfer document shall contain an acknowledgement by the transferee that such transferee is subject to, and bound by, these Information and Regulations, and the transfer document must be signed by the transferee, notarized and the transfer fee, established by Us, paid before the transfer shall be entered in Our records. No transfer of interment or entombment shall be valid or effective until entered in Our records.

2. An owner of interment or entombment rights, with Our prior approval, may exchange such interment or entombment rights for rights with respect to any other interment or entombment space of at least equal value when available. When such an exchange of rights is approved, the Certificate of Burial or Entombment Rights, with respect to the rights to be surrendered, must be delivered to Us by the owner(s). The owner(s) must execute any additional documents We may reasonably require, and the owner(s) must pay any applicable transfer fee established by the Cemetery Office prior to the issuance of a Certificate of Burial or Entombment Rights or purchase agreement, with respect to the rights acquired or to be acquired.

3. All interment or entombment rights are presumed to be the sole and separate rights of the owner(s) named in the Certificate of Burial or Entombment Rights or in the Purchase Agreement.

4. The legal spouse of an owner of interment or entombment rights, with respect to any grave, lot, crypt, or niche containing more than one interment or entombment space, has a vested right of interment or entombment in such grave, lot, crypt, or niche as long as the legal marriage relationship exists, provided at least one interment or entombment space, other than any space allocated to the surviving owner, is unoccupied at the time of death of such spouse.

5. If two or more persons are named in any Certificate of Burial or Entombment Rights as co-tenants or joint tenants, each such person has a vested right of interment or entombment in the interment or entombment space(s) as designated in the Certificate of Burial or Entombment Rights.

6. A vested right of interment or entombment may be waived by the person in whom such right is vested, and is terminated upon the interment or entombment elsewhere of the person in whom such right is vested upon written proof, reasonably satisfactory in substance and form, to Us of the interment or entombment of such person in a place other than the Cemetery where the vested right of interment or entombment existed. No vested right of interment or entombment gives to any person a vested right in a place other than the specific Cemetery contracted for in the Purchase Agreement. No vested right of interment or entombment gives any person the right to be interred or entombed in any interment or entombment space in which the remains of any deceased person have already been interred or entombed nor does it give any person the right to have more than one deceased in a casket interred, entombed in a single interment or entombment space, except as otherwise specifically provided in these Information and Regulations.

7. An affidavit prepared by Us and to be signed and notarized by a person having personal knowledge of the facts, setting forth the fact of the death of the owner or a joint owner, the place of interment or entombment of such owner, and the names(s) of the surviving joint owner(s) or person(s) entitled to the interment or entombment rights referred to in subsection 6 above, may be conclusively relied upon by the Cemetery to permit the use of unoccupied portions of any interment or entombment space referred to in such affidavit.

8. The Purchase Agreement and the Certificate of Burial or Entombment Rights, with respect to any interment or entombment rights, and these Information and Regulations set forth all of the rights and duties of the Cemetery, the owner, and any other person claiming any interest in such interment or entombment rights.
9. Records shall be kept by the Cemetery Office showing the name of the purchaser or owner of the rights with respect to each grave, lot, crypt or niche and the locations of such interment or entombment space. Except as otherwise expressly provided herein, any notice or other communication to any owner shall be deemed to be properly given, if sent by ordinary mail addressed to the owner at the last address shown on the records of the Cemetery Office.

IX. LOT, CRYPT OR NICHE HOLDER’S CHANGE OF ADDRESS

It shall be the duty of the Lot, Crypt or Niche Holder to notify Us of any change in their post office address. Notice sent to a Lot, Crypt or Niche holder or purchaser at the last address in Our records shall be considered sufficient and proper legal notification.

X. FAMILY INTERMENT SPACE INALIENABLE

1. When an interment or entombment of an owner or relative is made and the owner or any joint owner dies without making a disposition of the remaining interment or entombment space, either by specific bequest or written declaration filed and recorded in the Cemetery Office, the interment or entombment space thereby and thereupon becomes inalienable and shall be held and reserved as the family interment or entombment space of the original owner.

2. In a family grave, lot, crypt, or niche, the space may be used for the owner’s interment or entombment, or for the owner’s spouse, if any, who has a vested right of interment or entombment. The children and the parents of the deceased owner acquire vested rights of interment or entombment in any remaining interment or entombment space, and may be interred or entombed in order of death without the consent of any other person claiming any interest in such interment or entombment space. If no child or parent survives, the vested rights of interment or entombment go in order of death, first, to the spouse of any child of the owner and, second, in order of death to the next heirs at law of the owner.

3. Any person who has a vested right of interment or entombment in a family interment or entombment space may waive in writing such right in favor of any other relative or spouse of a relative of either the deceased owner or such owner’s spouse, and upon such waiver and the similar written waiver of all other persons having prior vested rights in the interment or entombment space, the person in whose favor the rights were waived thereby has a vested right to interment or entombment in that space. Any person who is given the right of interment or entombment in any lot, crypt or niche also has the right to have a permanent memorial or inscription. The memorial must be within the guidelines set forth by Us.

4. The Cemetery may take and hold rights transferred to it by the owner with respect to any interment or entombment space so that such is restricted to the persons designated in the instrument of devise or transfer.

XI. SERVICE CHARGES AND PAYMENTS

1. We shall have the right to fix a charge and time of payment for each interment, entombment, disinterment, removal, rights transfer, or repurchase of rights, and for the performance of any other service rendered by Us; and all work in connection with such services shall be subject to determination and supervision by Us.

2. Application for free interment in a grave will not be issued unless the seal of the parish church affixed, with a letter from the pastor of the deceased stating that the latter is deserving free interment.

3. Application for free service charges or for special consideration in service charges must be accompanied with a letter from the pastor of the deceased stating that the family is deserving of special consideration.
XII. **RIGHT OF ALTERATION**

1. The following rights and privileges are hereby expressly reserved to Us to be exercised at any time or from time to time for the erection of buildings, or for any purpose or use connected with, incident to, or convenient for, the care of, preservation of, or preparation for the disposal or interment or entombment of human remains, or other Cemetery purposes: to survey, enlarge, diminish, alter in shape or size, or otherwise to change all or any part of the Cemeteries.

2. The following rights and privileges are hereby expressly reserved to Us to be exercised at any time or from time to time: easements and rights of way, over and through all of the said Cemetery premises for the purpose of installing, operating, maintaining, repairing and replacing pipe, lines, conduits, or drains for sprinklers, drainage, electric or communication lines or for any other Cemetery purpose deemed necessary.

XIII. **USE OF CEMETERY AND CONDUCT IN CEMETERY**

1. **Visitors** – Visitors are permitted within the Cemeteries during the visitation hours set forth in Article III above and shall use only the avenues, roads, and walks designated, unless it is necessary to walk on the grass to gain access to a specific lot. We expressly disclaim liability for any injuries sustained by anyone violating this rule.

2. **Motor Vehicles** – All vehicles must be kept under control at all times and observe a 10 mile-per-hour speed limit. All motorists should refrain from parking on the lawns. Vehicles are not allowed to park or come to a full stop in front of an open grave unless such vehicles are in attendance at a funeral or are visiting a family member interred in that area. It is prohibited to park or leave any motor vehicle on any road or driveway within the Cemeteries at such location or in such position as to prevent any other vehicle from passing, and if so parked or left, We reserve the right to remove said vehicle.

3. **Bicycles, Motorcycles, and Motorized Vehicles** – We reserve the right to refuse to admit bicycles, motorcycles, or motorized vehicles of any kind to the Cemetery.

4. **Photographs** – Photographs, photo-depictions, or other representations of any kind, of the person interred or entombed are not permitted on Cemetery lots, crypts, niches, or on memorials in the Cemeteries, without express written consent from Us.

5. **Photographing and Videotaping** – Photographing and videotaping in the Cemetery is prohibited without Our prior written permission.

6. **The Cemeteries are private property. Therefore:**
   - Littering, loitering, or any boisterous demonstrations within the Cemeteries or any of the buildings is prohibited.
   - Throwing of rubbish on roads, driveways, paths, walks, or any other part of the grounds or in the buildings is prohibited.
   - Removal of any flowers, and breaking, injuring, or cutting any plants, shrubs or trees, other than your own, is prohibited.
   - Selling or solicitation of any commodity whatsoever within the Cemetery is restricted to Us.
   - Placing signs, notices or advertising of any kind within the Cemetery, is restricted to Us.
   - We reserve the right to forbid any assemblage which We deem improper.
   - Hunting, fishing, or trapping of any kind or any other unauthorized use on Cemetery property is prohibited.
XIV. GARDENING

1. **Lot Enclosures** - No coping, curbing, fencing, hedging, shrubs, borders, statuary, or other enclosures of any kind shall be allowed around lots. We reserve the right to remove, without prior notice, items so erected, planted, or placed.

2. **Ornaments and Flower Vases** – We reserve the right to regulate the method of decoration of lots so that uniform beauty may be maintained. The use of boxes, shells, decorative stones, toys, metal designs, ornaments, artificial decorations, vases, glass crockery jars and containers, wood or metal cases, barriers, wooden crosses, iron furniture, arbors, concrete urns, pedestals, or images shall not be permitted on any lot and such articles shall be removed by Us.

3. **Not Liable for Floral Pieces or Vases** - We shall not be liable for vases, floral pieces, baskets, or flowers in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemeteries.

4. **Turf** – Turf shall not be disturbed for any purpose except under Our written authorization or supervision.

5. **Trees and Shrubbery** – Placing of trees, shrubs and plants is forbidden without Our written authorization and permission. We reserve the right to remove or prune any tree or shrubbery previously planted in the Cemeteries which, in Our sole opinion may mar the beauty of the Cemeteries or which may encroach upon or interfere with other lots or graves, or which have been previously placed without written permission.

6. **Plants, Flowers, Wreaths** – Persons wishing to plant or garden in the Cemeteries must first obtain Our permission. Any planting without Our permission may be removed. Plants, flowers, wreaths, or artificial decorations may be permitted on a particular lot subject to these regulations.

**Planting in front of Monuments**
- Plantings of flowers permitted in front of monuments are not to exceed width of monument and are not to extend more than 10 inches in depth.

- Potted plants, flower boxes, and vases are also permitted in front of the monument – not to exceed 10 inches in depth.

- All installed retractable vases must be restored to their below ground position after the growing season.

- Christmas wreaths may either be placed in the 10-inch area in front of the monument, or secured to the monument.

- Artificial flowers or evergreen boughs in boxes or pots may be placed in the 10-inch area in front of the monument.

**Plantings Around Flush Markers**
- In-ground plantings around flush markers are prohibited.

- Plantings are prohibited next to or in front of flush markers, and will be removed without notice. This includes, but is not limited to, trees, bushes and shrubs in containers.

- All installed retractable vases must be restored to their below ground position after the growing season.

- Artificial flowers and/or evergreen boughs in boxes or pots may be placed on top of the flush markers.
7. **Decorations**
   - For safety reasons, no crushed stones or bricks are permitted on any graves, in front of monuments or around flush markers. Such items will be removed without notice.
   - Decorations that become unsightly or withered will be removed and discarded without notice. If you wish to save your decorations, please remove them in a timely manner.
   - We request that families refrain from placing jars, bottles, Styrofoam, crockery, statuary, cans, vigil lights or solar lights on any grave. Any other type of decoration We find objectionable or dangerous to Our employees and visitors will be removed immediately.
   - Approved vases, medallions, and porcelain pictures may be purchased at the Cemetery office.
   - Unauthorized adornments may not be affixed to crypt and niche fronts.
   - Grave blankets or sprays will not be permitted and will be removed.
   - Palms and Easter flowers are permitted one week prior to Palm Sunday and may remain for one week after Easter Sunday. After this time, all Palms and flowers will be removed.
   - Christmas decorations will be removed by Us starting in February, weather permitting.

XV. **GRADING, LANDSCAPING, AND IMPROVEMENTS**

1. All grading and improvements of any kind and all care and maintenance of graves and lots shall be done by the Cemetery personnel, unless permission is granted by Us to other persons.

2. Our landscape plans with respect to the location and varieties of trees and shrubs planted or to be planted shall be adhered to. Only trees and shrubs approved in writing by Us may be planted. Cemetery personnel will perform all plantings. Any trees, shrubs, or plants, which in Our opinion violate any such landscape plans, obstruct any adjacent graves, lots, walkway, or road, or are injurious to the general appearance of the Cemetery, shall be removed without notice.

3. All approved plantings will be done at the owners’ risk. Owners are advised to consider weather conditions and wildlife foraging in making plant selections.

4. Certain flowers and shrubs are not appropriate, such as plants with thorns, and ground cover or shrubs that normally mature beyond the parameters of your lot and monument.

5. Potted plants dug into the soil beyond the approved planting area create safety and maintenance hazards and will be removed by Us.

6. The placing of crushed stone, wood chips/nuggets, and landscape shells create safety and maintenance hazards. Such items are not permitted in the Cemetery.

7. Fencing, edging, and borders of any material can damage maintenance equipment and are not permitted in the Cemetery.

8. Violations of any of the above considerations will necessitate immediate removal of the inappropriate items by Us.
XVI. CEMETERY EMPLOYEES

1. Cemetery employees are not permitted to do any work for lot holders, except upon Our instruction.

2. Under penalty of immediate dismissal, no Cemetery employee shall receive any fee, gratuity or commission directly, or indirectly, except from Us.

3. We shall have the right to maintain a security guard, if in Our discretion we deem it necessary, but are under no legal obligation to do so.

4. Cemetery employees represent the Diocese and Us, and should at all times be courteous to all visitors to Our Cemeteries.

XVII. OUTSIDE WORKERS

1. Cemetery employees are the only workers that are permitted to perform work in Our Cemeteries. However, upon permission from the applicable Lot, Crypt or Niche Holder and the Cemetery Authorities, outside contractors may perform certain work in accordance with these Information and Regulations. Such work shall be performed at the applicable Lot, Crypt or Niche Holder’s expense.

2. All outside contractors, workers, and vendors must go to the cemetery office to be assessed a daily work permit prior to performing any work or services on Cemetery property.

3. All outside contractors, workers, and vendors must have a current Certificate of Insurance Form filed with the Cemetery.

XVIII. LOSS OR DAMAGE; REPAIRS

We disclaim all responsibility for loss or damage from cause beyond Our reasonable control and especially from damage by an act of God, the elements, earthquakes, war, common enemy, air raids, invasions, insurrections, riots, order of any military or civil authorities, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond Our control whether the damage be direct or collateral. In the event it becomes necessary to reconstruct or repave any section or lot, including graves or crypts or any section or lot including graves or crypts or any portions thereof in the Cemetery, which have been damaged by such causes,

We shall give a ten-day written notice of the necessity for such repair to the lot holder of record. The notice shall be given by depositing the same in the U.S. Mail with postage thereon duly prepaid, addressed to the lot holder of record at his or her address stated in Our records. In the event the lot holder fails to repair the damage within a reasonable time, We may direct that the repairs be made and charge the expense against the lot and to the lot holder of record.

XIX. CARE – MAINTENANCE FUND

1. Care and maintenance of graves, lots, and Community Mausoleums necessitated by natural growth and ordinary wear can be provided by income from the Maintenance Fund. This includes cutting and care of lawns, trees, and shrubs planted by Us. It also includes cleaning and maintenance of roadways and walks. It shall not include the care and maintenance of property holder’s private plantings.

2. The term “Maintenance” shall in no case mean the maintenance, repair, or replacement of any
memorial placed or erected upon any grave or lot, nor the planting of flowers or ornamental plants; nor the doing of any special or unusual work in the Cemeteries, including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any memorial, granite, bronze, or concrete work on any section of a grave or lot or any portion or portions thereof in the Cemetery, injured or damaged by any cause, direct or indirect, beyond Our reasonable control.

3. The term “Care” shall in no case mean the maintenance repair or replacement of any memorial placed or erected upon any lot; nor the doing of any special or unusual work in the Cemeteries, including work caused by impoverishment of the soil or disruption of water supply or facilities; nor does it mean the reconstruction of any marker, granite, bronze, or concrete work on any section of lot or any portion or portions thereof in the Cemeteries injured or damaged by any cause direct or indirect beyond Our reasonable control.

XX. MEMORIALS AND RULES FOR MEMORIAL WORK

1. We reserve the right to prescribe and approve the type of material to be used, as well as the propriety of the design, and the proportions of the dimensions of the memorial to be erected. We reserve the right to establish rules restricting, abolishing or specifying markers, monuments or other structures of a certain description, design, size, or material.

2. We reserve the right to establish the days and hours when a memorial may be delivered to the Cemetery. All memorial work outside of normal hours shall be arranged with Us. Memorial work is to be suspended if a service is taking place in the immediate vicinity until such service(s) are completed.

3. The location and position in which a memorial is to be placed or erected on a lot shall be entirely subject to Our approval and under Our supervision. Cemetery sections and lots are specifically designed for either monument (above ground) or marker (ground level) memorials.

4. Upright monuments or flush markers may be installed on a lot or grave when the purchase price, as set forth in the Purchase Agreement, for the burial rights in such lot or grave has been paid in full.

5. Memorial dealers must abide by the rules and regulations of the Cemeteries now in force or hereafter adopted in the erection or installation of all memorial work.

6. Memorializing by design, symbol, inscription, epitaph, etc. is permitted on the portion/face of an upright monument where one’s grave is located, if written approval has been granted by Us.

7. Memorials shall be permitted once an application (the “Application”) for stonework has been submitted on forms supplied by the Cemetery, with a sketch showing design in detail, ornamentations, all dimensions of stonework, type of finish of exposed surfaces, and any inscription exactly as they will appear on the finished product, and such application has been approved in writing by Us. Memorial dealers are responsible for obtaining the written approval from the Cemetery.

8. Memorial dealers must submit a proper authorization from the person requesting the erection of a memorial and or certain work as part of the application process.

9. All stonework must be performed in accordance with the location, specifications and sketch as outlined in the Application and is subject to Our approval prior to placement.

10. If, in Our opinion, the completed memorial should not comply with said rules and regulations referred to in subsection (5) above or the approved Application, it will, at Our written request, be removed immediately by the dealer to correct any errors or deficiencies without cost to the Cemetery.

11. In the event that through oversight, error, or other reasons, violations of the memorial work policy have occurred, a precedent is not set and such violations shall not be repeated.
12. No memorial, once erected, may be removed from the Cemetery by the memorial dealer without written permission of the lot holder(s), or, if deceased, the legal heir(s), agent(s) and written approval from Us, or court order.

13. When a memorial is in a state of disrepair and becomes a liability to the safety of lot holders, visitors, or staff, We reserve the right to initiate appropriate action.

14. Memorial dealers may not solicit memorial sales or memorial work within the Cemetery nor are advertisements in any form allowed on stonework in the Cemetery.

15. We reserve the right to construct all foundations and to perform certain related work. We also reserve the right to remove any monument set on Our foundation, if the foundation charge has not been paid in full to the Cemetery.

16. We reserve the right to issue, under separate cover, detailed regulations, and instructions and policies pertaining to the type, size, quality, material and design of memorials, and inscriptions installed in the Cemetery. Those detailed regulations, instructions and policies and all amendments are hereby incorporated by reference into these rules and regulations.

17. All memorials placed in the Cemeteries shall be at the risk of the lot owner or the legal heirs or agents. The Cemeteries will be held harmless for acts including but not limited to vandalism and acts of God.

18. No freestanding statuary of any kind is permitted.

19. All memorials must be made of bronze or granite. Marble memorials will not be permitted in Our Cemeteries.

20. Since Cemeteries are offering memorials to families, We will operate under the same guidelines as applicable to memorial dealers.

XXI. PRIVATE MAUSOLEUMS AND CATACOMBS

1. Lots for private mausoleums must be at least 20 feet wide by 20 feet from the front to rear. Any exception concerning the size of the lot for a private mausoleum is subject to Our approval.

2. Mausoleums must be of granite along with the most suitable, durable materials and construction. Full plans and specifications with duplicate plans for foundations, must be filed with and approved by Us.

3. Proposed plans for private mausoleums will not be approved until provisions have been made for a satisfactory special care fund to provide for the future repointing of the joints in the structure. The amount of the special care fund will vary in accordance with the size and design of the mausoleum, and the material used. The special care fund must be fully-funded before any work can be started in the Cemetery.

4. We will erect all foundations and will provide, for approval, an estimate of the cost of this work upon the submission of plans. A reasonable amount of time will be given to the Cemetery for the completion of this work. Foundation work may be delayed due to weather conditions or situations which are beyond our control.

5. Work on a memorial or private mausoleum will not be permitted on Saturdays, Sundays, or Holidays.
6. Contractors and lot owners will be held responsible for imperfect work done by them or for them, and will be required to bring the work up to standards required by Us.

7. In all newly-constructed private mausoleums, cremated remains must be placed in enclosed catacombs or niches. In private mausoleums built prior to 1995, cremated remains may be placed on shelves and in open niches. The placing of cremated remains on the floor of any private mausoleum is prohibited.

8. Stained glass windows and doors in a private mausoleum must be protected by an outer panel of Plexiglas or other shatterproof material, installed at the time of construction.

9. No memorial work may be placed on private mausoleum lots unless specifically stated in the Purchase Agreement.

10. As soon as the door is installed in a private mausoleum, a key and one copy must be given to Us at the office in the Cemetery.

11. No monument, private mausoleum, or memorial work of any kind may be removed from the Cemetery without approval by Us and the lot owner. Once the monument, private mausoleum, or memorial is removed the Cemetery may require that the foundation be removed at the owner(s) expense, before the Cemetery will consider repurchasing said property.

12. No fencing, coping, or concrete or stone walls or walks will be permitted in or around private mausoleums unless a plan for such fencing, coping, or concrete or stone walls or walks has been submitted to Us and approved by Us in writing.

13. If any fencing or coping, or concrete or stone slabs or walks, embellishment or structure, becomes broken or deteriorated to the point that it is, in Our opinion, an eyesore or a danger to persons and property, or that, in Our opinion, constitutes an obstruction which adds unduly to the expense of maintaining the Cemetery, the obstruction may be removed by Us after 15 days notice to the lot owner at his or her last known address.

XXII. COMMUNITY MAUSOLEUMS

1. When a crypt or cremation niche is selected in one of Our community mausoleums or columbarium, the purchaser will be given a copy of the Purchase Agreement designating the location and size(s) of same.

2. The owner, a family member or a responsible individual, must inform the funeral director as to the size of the crypt or niche before a casket or urn is ordered. The dimensions of each crypt or niche appear on the Purchase Agreement.

3. Regarding entombment of caskets in crypts:
   - In community mausoleum crypts, one casket or three single cremation urns are permitted in each entombment space.
   - In tandem or couch crypts, the first casket entombment must be made at the rear of the crypt.
   - In Westminster crypts that contain two spaces, the first casket of entombment must be placed on the lower level.
   - In Westminster crypts that contain four spaces, the first casket of entombment must be at the rear of the bottom level.

4. Lettering of mausoleum or niche shutter fronts shall be raised bronze lettering or shall be sand blasted
lettering to conform with the existing inscription that appears in each of the Cemeteries. We reserve the right to approve and perform all inscription work in Our community mausoleums.

5. Inscriptions on regular crypts and niches will be limited to given name, initial and surname, the year of birth, and the year of death. On couch crypts, a full middle name will be allowed. Exceptions to this rule will be based on individual Cemetery inscription procedures already in place.

6. Crypts and niches may be used for the entombment of human remains only.

7. In glass-fronted niches, urns may not be made of wood. Ornaments, decorations, and keepsakes are allowed, subject to Our approval. All items must be only of sentimental value. We are not responsible for any ornaments, decorations, or keepsakes placed inside of a niche.

8. Gardening Considerations:
   - Live potted plants and fresh flowers will be permitted in the mausoleums where appropriate and where they do not pose a hazardous situation to mausoleum visitors.
   - Wilted flowers will be removed by Cemetery personnel without notice.
   - No unauthorized adornments will be permitted on a crypt or niche front. Unauthorized adornments will be removed without notice. Authorized adornments are available through the cemetery office.
   - Artificial flowers will be removed periodically by Cemetery personnel without notice.

XXIII. IN GENERAL

1. The statement of any employee of the Cemeteries shall not be binding upon Us except as such statement coincides with documents conveying the right of interment and these Information and Regulations.

2. These Information and Regulations shall apply to any grave, lot, crypt, niche, or family-owned or community mausoleum now in existence or which may hereafter be erected in the Cemetery.

3. We reserve the right, without notice, to make temporary exceptions, suspensions or modifications to any of the rules and regulations contained in these Information and Regulations, when in Our judgment the same appear advisable. Such temporary exception, suspension or modification shall in no way be considered as affecting the general application of such rule.

4. In all matters not specifically covered by these Information and Regulations, We reserve the right to do anything, which in Our judgment is deemed reasonable under the circumstances. Such decisions shall be binding upon the Lot, Crypt or Niche Holder and all parties concerned.

5. We reserve the right at any time and from time to time to change, amend, alter, rescind, or add to these Information and Regulations or any part thereof, or to adopt any new regulations with respect to said Cemeteries or anything pertaining thereto.

6. New or changed regulations will be posted, either in the Cemetery Office or on the Cemetery grounds, for a period of thirty (30) days prior to their adoption. Such notice shall be considered complete and sufficient announcement of any and all.
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<th>Location</th>
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<tr>
<td>BRIDGEPORT-STRAFORD</td>
<td>St. Michael Cemetery</td>
<td>2205 Stratford Avenue</td>
<td>(203) 378-0404</td>
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<td>St. Peter Cemetery</td>
<td>71 Lake Avenue Extension</td>
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