

NEWTON CEMETERY

RULES AND REGULATIONS

The following are the Rules and Regulations of The Newton Cemetery, Town of Newton, in the County of Sussex, State of New Jersey, a Non-Profit Cemetery.

The Newton Cemetery reserves the right to compel all persons coming into The Newton Cemetery to obey the Rules and Regulations now or hereafter adopted by it.

The Newton Cemetery is hereafter referred to as the “Newton Cemetery.”

I. Ownership and Transfer of Interment Space

- A. The conveyance of interment space in The Newton Cemetery confers fee simple title to the plot of land for interment.
- B. All interments in The Newton Cemetery shall be held subject to the New Jersey Cemetery Act, N.J.S.A. 45:27-1 et seq., N.J.A.C. 13:44J-1 et seq. and any amendments thereof and supplements thereto and revisions thereof, and any special or general acts applicable to The Newton Cemetery of Newton, New Jersey and its lands, and subject to the By-Laws and Rules and Regulations of The Newton Cemetery, now in force or hereafter adopted: whether the same appear herein or in the agreement for purchase or in the deed conveying the interment space.
- C. No easement or right of interment is granted to any owner of interment space in any road, drive, alley or walkway within the Cemetery unless an exception is made by The Newton Cemetery but the same may be used as a means of access to such interment spaces as land the Newton Cemetery devoted to that purpose.
- D. The Newton Cemetery may refuse to recognize the interests of a successor in the title until the surviving spouse, if any, or any other person claiming title thereto or an interest therein as heir or devise of a deceased owner shall file with The Newton Cemetery, an affidavit in such form as meets with its approval.
- E. Lots or fractional lots, as sold, will not be divided. No objection exists, when there are joint owners, to an agreement between them as to part of the lot to be used by each, but The Newton Cemetery, will not undertake to record or enforce such agreements.
- F. No sale, transfer or assignment of any plot, or part of a plot, shall be valid without the consent of The Newton Cemetery endorsed on the conveyance.
- G. No lot owner has the right to transfer his lot, or part of his lot. Such transfers are mere privileges extended in special cases by The Newton Cemetery after careful investigation and the determination by the officers that such transfers are properly made. Owners of interment space shall not permit interments to be made therein for remuneration.
- H. No interment or disinterment will be permitted in, and no monument or memorial may be placed on any plot, lot or grave, against which there shall be any charge to The Newton Cemetery.
- I. The Newton Cemetery, reserves the right to refuse interment, and to refuse to open an interment space for any purpose, except on written application by owner of record or his/her legal representative, made out on such forms as shall meet with the approval of

The Newton Cemetery and shall be on file with the Company. The Newton Cemetery shall be entitled to rely on the accuracy or the information set forth in such permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.

- J. The Newton Cemetery may accept and rely upon as duly authorized, any and all instruments, including but not limited to permits and orders of any and every kind, nature or description, transfer deeds, assignments and/or reservations of interment space, affidavits and designations, and it shall have the right to rely and act upon the truth of all statements contained therein, and upon the genuineness of all signatures there on, and upon the authority of person signing the same to bind all interested parties.
- K. The Newton Cemetery may require that a member of the family come in person to the Cemetery to advise the Cemetery's officer or agent which grave shall be opened for interment. In the absence of specific written instructions by the owner of the interment space, the Newton Cemetery or its officers or agent having immediate charge of the interment, may inter the remains of any person entitled to interment there, in any one of the unused spaces therein, except in such as may have been reserved for others as appears on the Cemetery records.
- L. When instructions regarding the location of an interment in a plot or lot cannot be obtained without undue delay or cannot be obtained at all, or where the instructions given with regard thereto are in the opinion of the Cemetery indefinite, or when for any reason the interment space cannot be opened where specified, The Newton Cemetery may in its discretion open it in such a location in the plot or lot that it deems best or proper, so as not to delay the funeral; and The Newton Cemetery its agents, contractor, and employees shall not be liable for damages.
- M. The Newton Cemetery its agents, contractors and employees shall not be held responsible for any mistakes or error for an order not given in writing or any other manner, or from the lack of precise of proper instruments as to the particular space, size, and location in a plot or lot where interment is desired, or from the omission of the plot owner to file with the Newton Cemetery a grave layout map approved by it.
- N. When there are two or more co-owners of an interment space, they may designate one or more persons to represent the interment space and file a written notice of such designation which shall be in such form as is satisfactory to The Newton Cemetery. In the absence of such notice, The Newton Cemetery shall not be liable to any person for the interring or permitting of an interment in the interment space upon request or direction of any co-owner.
- O. Where a lot is owned by a Church, lodge, or other Society, interment shall be limited to the actual members of the organization and their husbands and wives.
- P. The right to control the disposition of the remains of the deceased person, unless other directions have been given by the decedent or by a court of competent jurisdiction shall be in the following order:
 - 1) A surviving spouse.
 - 2) A majority of the surviving children of the decedent or the surviving child, if one.
 - 3) The surviving parent or parents of the decedent.
 - 4) A majority of the brothers and sisters of the decedent if no children or parent is living.
 - 5) Other next of kin according to the degree of consanguinity.

When human remains shall have been interred pursuant to a written interment permit, the cemetery may, unless said permit expressly provides otherwise, allow the nearest of kin of said decedent to erect a monument or memorial upon the grave in accordance with its Rules and Regulations

No disinterment will be permitted except with the consent of the persons required by the New Jersey Cemetery Act, all of which such consents shall be in such form as is satisfactory to The Newton Cemetery.

II. Reclamation of Grave or Crypt

A. Newton Cemetery has the right to reclaim a grave or crypt if:

- 1) Newton Cemetery sold the grave/crypt before December 1, 1971;
- 2) No provision has been made for adequate maintenance of the grave or crypt;
- 3) No burial has been made in the grave or crypt; and
- 4) No burial has been made for 30 years in the plot that includes the grave or crypt.

For purposes of this section, “adequate maintenance” has been provided if the grave or crypt was sold with perpetual care, endowed care, or similar level of care, or if the owner of the grave or crypt has made other provision for that care.

B. To reclaim a grave or crypt, the Newton Cemetery shall:

- 1) make a diligent effort to locate the owners and notify them that they may prevent the cemetery from reclaiming the grave or crypt by sending a written objection to the cemetery company within 30 days;
- 2) if the Newton Cemetery cannot locate the owners, publish a notice of a newspaper circulating in the county in which the grave or crypt is located, directed to the owners as registered in the cemetery’s company’s records, containing the names of each deceased person buried in the plot that includes the grave or crypt and date of each burial, where such information is ascertainable. The notice shall advise that if the owners do not send a written objection within 30 days the grave or crypt will be subject to resale.

C. If a written objection has not been filed with the Newton Cemetery within 30 days after notice or publication, the cemetery may sell the grave or crypt. The sales price less sales commissions and expenses of sale, but in no less than three-fourths of the gross sales price, shall be deposited in the Maintenance and Preservation Fund.

D. At any time, a person proving ownership of a grave or crypt reclaimed and sold in accordance with this section may either agree to take a comparable grave or crypt in the cemetery or may make application to the board for an order directing the cemetery company

to reimburse the owner the proceeds of the sale that were deposited into the Maintenance and Preservation Fund.

- E. Buy Backs (Graves) - If a plot/grave owner wants to sell back to the cemetery an unoccupied grave, the cost would be: \$500.00 (five hundred dollars). All buy-backs are at the discretion of the Newton Cemetery Board. Please contact Cemetery Superintendent for more information.
- F. Buy Backs (Crypts/Niches) – All buy-backs are at the discretion of the Newton Cemetery Board. Please contact Cemetery Superintendent for more information.

Maintenance of Graves by The Newton Cemetery

- A. The term "Maintenance" shall mean: the cutting of the grass upon the graves at reasonable intervals, removing debris, and such work as may be necessary to keep the graves in good and neat condition.
- B. The term maintenance shall not include: watering the grass, the replacement of any flowers or plants.
- C. The superintendent adds topsoil and re-seeds the grass as necessary.
- D. The Newton Cemetery disclaims any responsibility for the care and maintenance of any flowers, plants, or ornamental adornments that have been planted or placed upon the grave by the grave owners and if grave owners choose to do so, it shall be at their own risk.
- E. The term "maintenance and preservation" shall in no case be construed as meaning the maintenance, care, repair or replacement of any monument, granite or bronze marker or monumental structures or other embellishments or improvements placed or erected upon any interment space; where the damage was caused by any act other than that of the Newton Cemetery, including but not limited to loss or damage by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or by the orders of any military or civil authority, whether the loss or damage be direct or collateral.
- F. No person shall trim or prune, or remove any branches from any tree in the Cemetery, whether on his/her lot or not. By request only, the Superintendent will have pruning done without charge if in his/her judgment the request is justified.
- G. Furthermore, no person shall move any tree or shrub growing within the Cemetery without the consent of The Newton Cemetery. Moreover, no person shall take up or remove any plant other than from his/her own plot or lot from the Cemetery without the permission of The Newton Cemetery.
- H. The planting of trees or shrubs in any area of the Cemetery by anyone other than The Newton Cemetery or its contractors is strictly prohibited.

III. Scheduling of Interments

- A. Interments may be scheduled with a Funeral Director or agent of the Cemetery.
- B. No interments will be made on Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day unless The Newton Cemetery may grant an exception to this rule due to special circumstances.
- C. The Newton Cemetery shall have the right to refuse to proceed with an interment unless a duly licensed Funeral Director accompanies the Funeral. Before the interment may proceed, such Funeral Director must have notified The Newton Cemetery Representative and have delivered all necessary permits and authorizations to the Cemetery Superintendent and have approval prior to the interment. The Funeral Director must submit all the proper documents to the Cemetery Superintendent within a reasonable length of time.
- D. The Newton Cemetery reserves the right to insist upon receiving written notice of an interment at least 24 hours before the funeral cortege arrives at the Cemetery, and at least one week's written notice of any disinterment or removal of the remains. This rule will not apply to contagious cases, when immediate burial is required by law, provided that it is plainly shown that it was impossible to make the burial on a previous working day. The Cemetery assumes no liability for damage to any casket or burial case or vault in original interment or removal.
- E. Family members may make arrangements for the burial of cremains without the involvement of a Funeral Director. Required documents are a cremation certificate and a copy of the death certificate.
- F. For the purpose of handling the casket safely, and maintaining a high degree of beauty and dignity, a lowering device and artificial grass covering must be used at each interment, for the use of which the Cemetery's agent will make a reasonable charge.
- G. The Newton Cemetery allows cut flowers and floral arrangements to be placed on a grave site at the time of interment. Flowers and floral arrangements will be removed at the discretion of the Cemetery Superintendent.
- H. The Newton Cemetery allows the interment of six cremains in a full size lot, or two cremains and one regular interment only.

IV. Flowers And Decorations

- A. Vases or containers will NOT be provided by the cemetery. No pictures, ornamentations, or articles of any kind will be permitted to be attached or left, at any part of the grave /niche or burial plot area.
- B. Live or artificial flowers may be placed in the vases or containers. They will be removed at the discretion of the Cemetery Superintendent when they no longer enhance the beauty of the grave/niche/or burial plot area.
- C. No signs of any kind will be allowed on plots, lots and graves.
- D. No objects of embellishment of any kind shall be placed upon, altered or removed from a plot, lot, or grave without the written consent of the Newton Cemetery.

V. Mausoleum Rules and Regulations

- A. Metal Caskets with metal trays are required for all entombments in the Mausoleum, as of October 11, 2014.
- B. All engraving on crypt and niche panels will be of identical style and size and will include the family name in large letters plus individual first names – with date of birth and date of death in smaller size letters. All lettering orders must be coordinated through the Cemetery Superintendent.
- C. Vases will be provided by the cemetery. No pictures, ornamentations, or articles of any kind will be permitted to be attached or left, at any part of the mausoleum area.
- D. Live or artificial flowers may be placed in the vases provided. They will be removed at the discretion of the Cemetery Superintendent when they no longer enhance the beauty of the mausoleum.
- E. All of rules and regulations in effect for the entire cemetery complex will also govern the mausoleum.

VI. Monuments and Concrete Foundations

The following rules are to govern all monumental work performed by Monument Sub-Contractors in The Newton Cemetery:

- A. Bases and Monuments/Grave Markers - All monuments and bases must be installed on a below the surface concrete foundation, due to the soil conditions in our Cemetery.
- B. Foundations - Foundations are installed by employees of the Newton Cemetery for the price listed on the current price sheet. Foundations for VA markers are at no charge to the consumer.
- C. All foundations are the size of the base of the monument. If no base is used, the foundation will be the size of the monument.
- D. In the event that a memorial foundation installed by Newton Cemetery and paid for by a lot or interment space owner or other interested party sinks or otherwise falls into disrepair, causing the monument/grave marker immediately above to sink or become unlevel within 10 years from the date of the original installation, the Newton Cemetery shall raise, replace or repair the foundation and reset the monument/grave marker at its own cost and expense. After 10 years, Newton Cemetery may charge a lot or interment space owner or a responsible party, the actual cost for raising, replacing or repairing the foundation and resetting of the monument/grave marker.

VII. Monument Application

- A. Before commencing any work, the monument contractor shall first submit to The Newton Cemetery the following information:
 - 1) Type of work to be done

- 2) Sketch of the monument to be installed and inscription thereon-indicating name of the deceased or lot owner.
- 3) Name, address, and signature of purchaser and owner
- 4) Length, width, and height of base
- 5) Length, width, and height of the monument or grave marker

VIII. Markers

- A. Every memorial must be made of either granite or bronze. No other materials are permitted and the Newton Cemetery may reject any inferior grades of either one of these materials, and reserves the right to reject at any time any marker or monument, which in the judgment of the Newton Cemetery should not be permitted or placed on a lot. Any request for exceptions to this rule must be made by written request to The Newton Cemetery.

IX. Concrete Vaults

- A. The Newton Cemetery requires a two-piece concrete vault with straight sides, with minimum compressive strength of 4,500 pound per square inch, reinforced with steel wire. Vault walls are to be not less than one and one half inches (1 ½”) in thickness. Flat covers or rounded covers are permitted. Vaults are required on all in ground burials. Mausoleum Crypt entombments require metal caskets and a casket tray.

X. Repairs

- A. In the event that it becomes necessary to repair or reconstruct any granite, bronze or concrete work on any section or plot or any portion thereof in the Newton Cemetery, which has been damaged by the elements, acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or orders of any military or civil authority, and or conditions beyond its control, The Newton Cemetery shall give a 15-day written notice of the necessity for such repairs to the plot or lot owner of record, to be sent by certified mail to the addressee of record. Failure of said plot or lot owner to repair the damage may require The Newton Cemetery to have repairs made and charge the expense to the plot or lot owner of record.

XI. Sub-Contractors

- A. All Vault Companies, Interment Contractors, and Monument Companies are required to take the necessary precautions i.e. planking/plywood, not to cause ruts, damage to monuments or grave sites when digging graves, unloading vaults or delivering or installing monuments. Sub-contractors will be responsible to repair any damage caused by neglect of its employees or agents at the sub-contractors expense.

XII. Outside Contractors

- A. All persons, including but not limited to outside contractors contracted by or through the owner of the plot wishing to do any work in The Newton Cemetery must provide the following to the satisfaction of The Newton Cemetery:
- 1) Written authorization signed by the owner of the plot, lot, grave, crypt and/or niche and by such others whose consent, The Newton Cemetery deems necessary specifying in detail the work to be done and materials to be furnished, before commencing any work or bringing any material into the Cemetery.
 - 2) Application to The Newton Cemetery for a Permit to be issued by The Newton Cemetery to do the work;
 - 3) Proof of adequate insurance coverage by and through a New Jersey Licensed insurance company acceptable to The Newton Cemetery in such form and amounts as is satisfactory to The Newton Cemetery and naming The Newton Cemetery as an additional insured for such coverage, including but not limited to:
 - a. Worker's Compensation;
 - b. General Liability (personal injury/death/property damage)
 - 4) All work by outside contractors contracted by or through the owner of the plot, grave, niche and/or crypt shall be subject to the supervision of The Newton Cemetery.
- B. No one, other than The Newton Cemetery, its officers, agents and employees, may trespass upon intervening plots, lots or graves, when moving material for monuments, etc. The roads are to be used in all cases, unless special permission is obtained to the contrary from the owners of plots, lots, and graves affected.
- C. When trees or shrubbery are in the way of contemplated improvements, notice must be given The Newton Cemetery and permission given for the removal prior to commencing work.
- D. When heavy materials are to be moved, planks must be laid on the paths or grass affected, in order to protect the same from damage.
- E. All rubbish made by outside contractors, or others employed by owner of plots, lots or graves must be removed immediately to such place of disposal as may be provided for this purpose, or as The Newton Cemetery shall direct. Upon failure to comply with this Rule, The Newton Cemetery may give the last known owner of the interment space notice, and if he/she fails to rectify the condition complained of, within the time specified in said notice, The Newton Cemetery may, in its discretion, enter upon the interment space and cause the same to be moved at such owner's expense.

XIII. General and Miscellaneous Provisions

- A. The Newton Cemetery may, and it hereby reserves the right at any time or times or without notice to anyone, including but not limited to the owner of interment space, or any contractor or memorial dealer, to revise amend, modify, supplement or repeal in whole or in part these Rules and Regulations.

- B. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. The Newton Cemetery therefore reserve the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations, when in its judgment, the same appear advisable; and such exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rules and Regulations. It is expressly understood that any indulgence on part of The Newton Cemetery or failure to insist upon the strict performance of any Rule and Regulation, shall not be deemed a waiver of its rights in the premises.
- C. The Newton Cemetery reserves unto itself the right at any time and from time to time, to enlarge, reduce, replot or change the boundaries or grading in the Cemetery or of any section or sections, thereof, or any part or parts thereof, including but not limited to the right to modify or change the location of, or any parts of, or regrade or eliminate, roads, drives and/or walks. It also reserves unto itself easements and rights of way under, through, and over the Cemetery grounds and any and every part thereof for the purpose of laying, maintaining and operating, or altering or changing pipe line, conduits, gutters, sanitary sewers, and/or drains for sprinkling systems, drainage, sewers, electric or communication lines, or for any other purpose. The Newton Cemetery further reserves unto it and to those lawfully entitled thereto, a perpetual right to ingress and egress over and all plots, lots or graves, in the Cemetery for the purpose of passage and repassage.
- D. For the purpose of performing work in any part of the Cemetery or on any plot or lot or part thereof, or on any grave, including but not limited to make excavations for any purpose, The Newton Cemetery reserves the right to enter upon and temporarily use any adjoining plot, lot or grave including but not limited to the right to place thereon such tools, derricks and or material as may be necessary to perform said work.
- E. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial ground in which they are interred. In addition the following must be adhered to:
- 1) ***The Newton Cemetery is open from dawn to dusk for the peaceful enjoyment of all. Anyone in the Newton Cemetery after dusk will be considered trespassing.***
 - 2) Possession or consumption of alcoholic beverages or any illegal drug or illegal substances or paraphernalia is not permitted on Cemetery grounds.
 - 3) No vehicle shall ever be driven at a speed exceeding 5 miles per hour.

- 4) No one, including but not limited to any gardener, monument or bronze plaque dealer, shall solicit business in the Cemetery or place any business cards upon any plot, lot or grave.
 - 5) All work and other activity must cease during the conducting of funeral services.
 - 6) Clean up after pets and keep them leashed at all times;
 - 7) Do not climb on or walk on the natural rock formations;
 - 8) Stay on the paved walkway unless you are visiting- a grave;
 - 9) No skateboarding, rollerblading or bicycle riding is allowed in the cemetery;
 - 10) ***Wooded areas are reserved for future use by the Cemetery and are never available for public access. The public must stay out of the wooded areas at all times.***
- F. Any notice, which may be necessary or proper to be given to the owner or a plot, lot or grave, shall be sufficient if sent by ordinary mail addressed to him/her and his/her last address on file with The Newton Cemetery. It shall be the duty of such owner to notify The Newton Cemetery in writing by registered or certified mail, return receipt requested, for any change of his post office address, and such notice must be actually received by the Cemetery Bookkeeper.

XIV. Disclaimer

- A. **IMPORTANT: THE NEWTON CEMETERY IS NOT A PUBLIC PARK. Any and all access by the public is only permitted for cemetery related matters. All others accessing Newton Cemetery property shall be considered trespassers and will be prosecuted to the fullest extent of the law.** The Newton Cemetery reserves, and shall have the right to correct any error that it may make in interment, disinterment or removals, or in locating or placing of memorials, or in the contract for the sale of or in the conveyance of interment space, (including but not limited to the erroneous inclusion therein of interment space which it had theretofore sold or contracted to sell to another). In the event of any error made in the contract for the sale of interment space, The Newton Cemetery may, at its election, correct the same, it may substitute in said contract in lieu of the interment space therein described, other interment space and similar location, or in its sole discretion it may refund to the purchaser the consideration paid to it on account thereof and cancel said contract. In the event of any error made in the conveyance of interment space, or if for any reason it could not or should not have conveyed to the same, it may cancel said conveyance and issue in lieu thereof a new conveyance for another interment space, or in its sole discretion, it may refund the consideration paid to it. In the event that the correction of any such error shall require the removal of interred remains,
- B. The Newton Cemetery reserves the right to disinter the same and reinter the same in the correct or in the new location. The Newton Cemetery shall not be liable for damages for any such error or the consequences thereof, or for the correction thereof.

- C. The Newton Cemetery shall be in no way liable for any delay in the interment of the remains where a protest has been made, or where it's Rules and Regulations have not been followed, and it reserves the right, under such circumstances, to place the remains in a receiving vault at the expense of the individual requesting the interment, until the rights of all interested parties have been determined. The Newton Cemetery shall be under no duty to recognize any protest unless it is in writing and is filed in its office at least 24 hours before interment.
- D. The Newton Cemetery distinctly disclaims all responsibility for any loss or damage from causes beyond its reasonable control, including but not limited to damage caused by persons not in its employ, by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots or orders of any military or civil authority, whether the damage be direct or collateral.
- E. The Newton Cemetery in the performance of any of its contracts or other legal obligations, shall not be liable for any delay (or the consequences thereof) caused by the elements, acts of God, strikes, lockouts, shortage of labor or material, the common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or orders of any military or civil authority, and or conditions beyond its control.
- F. The Newton Cemetery shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence.
- G. Person entering the Cemetery grounds shall do so only in connection with cemetery related matters, or buying plots or lots therein, are mere licensees and assume all risks.
- H. *The data obtained from the website has been collected from various sources and is for guidance and/or informational purposes only. Such data cannot be relied upon for legal and/or ownership purposes. Any and all individuals must conduct their own investigations with respect ownership of interment spaces, burial plots, graves, niches, and/or crypts. The Newton Cemetery makes a best effort to insure accuracy but offers no warranties or representations as to the accuracy of content on the site. The Newton Cemetery assumes no liability or responsibility for any errors or omissions in the content or operation of the site.***

ADOPTION OF RULES AND REGULATIONS

These Rules and Regulations were updated, approved and adopted by:

The Newton Cemetery of Newton Board of Trustees, on June 20, 2017; and hereby supersede any and all previous versions adopted by previous Boards of Trustees of this Company.

By Order of the Board of Trustees of The Newton Cemetery Company