



RULES AND REGULATIONS

Please share this with Family members. Additional copies will be provided upon request.

Approved by the Pastor of St. Mary and St Nicholas Cemeteries and St. Mary's Parish Council

August 23, 2022

Update April 27, 2023

Update August 29, 2025

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ARTICLE I PURPOSE

Mission

Our mission is to provide a sacred and peaceful resting place that honors the dignity of every life and the traditions of our faith. We are committed to offering compassionate care, respectful services, and a serene environment where families can find comfort, reflection, and hope. Guided by Catholic values, we preserve our grounds with reverence, ensuring they remain a place of beauty, prayer, and remembrance for generations to come.

Purpose

In compiling these rules and regulations, the Pastors, administrators, and managers of St. Mary, and St. Nicholas Cemeteries, collectively referred to hereafter as “the Cemetery”, try to strike a balance between the natural desire of family members to decorate individual gravesites, crypts and niches and the overriding obligation to maintain the appearance of the cemetery with the resources at our disposal. It is difficult to please all in creating rules for this sacred setting. The goal of our rules and regulations is to make the cemetery grounds neat and clean with an atmosphere of simplicity, dignity, and elegance. At the same time, we must ensure that the cemetery grounds are a safe place for visitors as well as workers. While we certainly appreciate and commend one’s love of devotional objects of great personal sentiment, we sincerely trust all will understand the necessity of complying with these Rules and Regulations. St. Mary and St Nicholas Cemeteries will make every effort to enforce these rules and regulations uniformly and with compassion.

These Rules and Regulations are designed for the protection of the Certificate Holders, visitors, staff and contractors within St. Mary and St Nicholas Cemeteries. Their enforcement will help the Cemetery and Owners create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Certificate holders, heirs and or assigns, visitors, funeral directors, monument dealers and any persons or contractors, companies, etc. performing related or other work within the cemetery and all graves, lots, memorials, crypts and niches now in existence or which may hereafter be erected, shall be subject to said Rules and Regulations and such amendments or alterations thereof or additions hereto as shall be adopted by the Cemetery from time to time.

Exceptions and Waivers

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Exceptions and/or waivers granted by the cemetery are on a case-by-case basis. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

Modifications and Amendments

The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, or to amend, alter and/or repeal the same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available at the Cemetery office.

Sacred Grounds

The Cemetery grounds are sacredly devoted to the burial of only the human remains and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations.

Definitions

Throughout this document, the term “Interment,” shall include the use of the terms Interment, Entombment, and Inurnment.

Additional Interment Rights - means any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed. The cemetery, at its discretion, may charge a fee for additional interment rights.

Arrangement Conference - means a meeting, either at-need or pre-need, between the cemetery and an individual or family during which cemetery merchandise and services are discussed and the cemetery receives and or updates information regarding the Certificate Holders and deceased.

At-need - means at the time of, or immediately following, death.

Beneficiary - means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy. It may also include individuals who have rights to an existing non-fulfilled contract as specified by State law.

Endowment Care Fund - means the fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.

Cemetery - shall mean St Mary and St Nicholas Cemeteries, including without limitation: a) all land dedicated, reserved or used for interment purposes, b) all structures dedicated, reserved or used for entombment purposes, c) all land and structures dedicated, reserved or used for inurnment purposes, d) all vegetation therein, e) memorials, monuments and works of art therein, f) all roadways, walkways, crematoria and other structures of every kind therein, g) all equipment and facilities incident to the operation of the cemetery, h) all public rights of way.

Certificate of Interment Rights - shall mean the documents by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt, or niche.

Columbarium - means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.

Commingling - means the mixing of cremated remains of more than one person. Commingling is NOT permitted. Cremated remains, of more than one person, may be placed in a companion urn that has two separated chambers for the placement of the separate remains of each individual.

Contractor - means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

Cremated Remains - means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.

Cremation - means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical, or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. Cremation is a process and is not a method of final disposition.

Crypt - means a space in a public or private mausoleum of sufficient size used, or intended to be used, to entomb human remains.

Dis-interment - means the act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere. Including but not limited to a grave, crypt or niche. Subject to any approvals and/permits required per state statute and approval from the Cemetery, Owner, and Next of Kin.

Encased or Encasement - means the placement of human remains in a rigid container, including but not limited to a casket or urn, vault, or liner.

Entombment - means the placement of human remains in a crypt.

Final Disposition - means the lawful disposal of human remains whether by interment, entombment, or inurnment.

Grave - means a space of ground in the Cemetery used, or intended to be used, for the interment of only human remains.

Prepaid Contract - means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, with or without any further payment in the future. Graves, crypts, or niches are not included on prepaid contracts. See Prepaid contracts terms and conditions for complete details.

Human Remains - means the body of a deceased human being in any stage of decomposition and includes cremated remains.

Interment - The lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.

Interment Right - means the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein; unless specified in writing, the person owning the right of interment shall also have the right to memorialization, and other rights that may run with the interment right.

Interment Services - refers to the opening and closing of a particular interment space.

Interment Space - refers to the particular grave, crypt, niche, or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.

Inurnment - means placement of cremated remains into a niche, grave, crypt, or other designated place in the cemetery.

Lawn Crypt - means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod.

Lot - means an area within the cemetery consisting of one or more than one interment space established by the cemetery as a subdivision for organizational purposes.

Mausoleum - means a chamber, structure or building used, or to be used, for entombment of human remains.

Memorial - means (a) a monument, tombstone, grave marker, bench, or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

Memorial Care - means any care provided or to be provided for the general maintenance of memorials, including but not limited to, resetting, leveling, or straightening, of memorials. The cemetery may, at its discretion, charge a fee for future memorial/monument care.

Memorial Services - means the services provided by the cemetery as part of a funeral where the body is not present.

Merchandise - means any personal property offered or sold by the cemetery for use in connection with the final disposition or interment of human remains.

Niche - means a space used, or intended to be used, for inurnment of cremated human remains.

Next of Kin (NOK) - The person legally responsible as designated by State Law.

Outer Burial Container - means a rigid outer container used to surround a casket or a cremated remains container, to uphold and support the upper layer of soil from impact loads and shall include the products commonly known as vaults and grave liners.

Owner - refers to the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.

Plot - means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or one or more adjoining niches.

Pre-need - means prior to the beneficiary's death.

Purchase Agreement - means the written agreement between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell, and the purchaser agrees to buy Interment Rights and related services and merchandise in the Cemetery.

Scattering - means the permanent final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground. Scattering of cremated remains is strictly forbidden within our cemeteries.

Section - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision for organizational purposes.

Urn - means a receptacle in which cremated remains are placed for final disposition.

ARTICLE II INTERMENT RIGHTS

Use

Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.

Permission to Inter and Proof of Ownership

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s). The Cemetery shall always assume that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorialization, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's action.
3. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State of New Jersey, subject to the Interment Rights of the deceased and his or her surviving spouse. Each Heir shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other Heirs. Absent an at-need death, Heirs may not otherwise convey or authorize use of an Interment Right without the consent of all other Heirs.

Rights

A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of the Interment Right. Every Interment Right shall be subject to (a) all applicable civil and ecclesiastical laws and regulations;

(b) the Articles of Incorporation and or other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.

Warranty and Liability of Person Signing Interment Authorization

Pursuant to New Jersey State Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization, the identity of the person for whose remains interment, entombment or inurnment is sought and the individual's authority to order final disposition. Moreover, the individual signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.

Size Restrictions and Verification

The capacity of each interment, entombment and inurnment right may vary from area to area. Please inquire at the cemetery office about the exact dimensions of the interment, entombment, or inurnment right you have purchased. It is the responsibility of the Funeral Director to verify grave and crypt dimensions in regard to the use of any casket, urn, or vault.

Public Disclosure

By purchasing an interment space or authorizing and interment at the Cemetery, you shall authorize the public disclosure of the name of the decedent of the interment space and location on the Cemetery's website.

Recording

Any and all transfers of Interment Rights, whether by conveyance, assignment, or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any and all applicable transfer fees are paid. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights.

Ownership

The person named in the Certificate of Interment Rights issued and recorded will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended.

- The conveyance of interment space in the Cemetery confers only the right of interment therein.
- All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.
- Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State of New Jersey, subject to

the Interment Rights of the deceased and his or her surviving spouse. Each Heir shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other Heirs. Absent an at-need death, Heirs may not otherwise convey or authorize use of an Interment Right without the consent of all other Heirs. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and dis-interment.

Sale, Transfer or Return

The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer shall first be approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, the necessary forms to affect any sale or transfer of Interment Rights.

- Any and all transfers of any Interment Right, whether same be by conveyance, assignment, or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist, or which may hereafter be enacted or amended.
- The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.
- Returns. The Cemetery, on a case-by-case basis, may accept the return of graves, crypts, and niches, but is not obligated to do so. Returns must first be approved by the Cemetery, and if approved, will be refunded at the amount paid minus a fee. The Cemetery will render assistance to owners of Burial Rights when a new owner has been obtained by transferring ownership accordingly. The Cemetery will provide the transfer deed to consummate the sale for a nominal fee. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.
- All sales, transfers or returns shall be on forms provided by the cemetery.
- No sale, transfer or return of graves in which burials have been made.

Additional Interment Rights

For any additional interment rights, whether in existence at the time of the original contract or added at a later time, all sale or transfer rules and regulations must be followed, Cemetery limits additional interment rights to family of the original property owner, including family by marriage. An additional interment right must be approved by the original owner or heirs and the cemetery reserves the right to limit the number of second rights of Interment they allow on each grave.

Absence of Written Instructions

In the absence of specific written instruction by the owner of interment, entombment, or inurnment rights, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner's designated representatives, the Cemetery may inter the remains of any person entitled to interment therein, in any one of the unused spaces therein, so as not to delay the funeral; and the Cemetery, its agents and employees shall not be liable in any way.

Right to Refuse

The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full. Cemetery also reserves the right to refuse to transfer or allow the use of an interment right if such transfer or interment would violate the basic rules and regulations of the Cemetery.

Agreements

All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

Exchanges of Interment Rights

The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

Removal

Removal of interred, entombed or inurned remains by heirs, owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights is prohibited.

Purchase Agreement

Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purpose of speculation. The demand for, or receipt of, any compensation by an Owner for allowing interment in an interment space with respect to which the Owner owns Interment Rights is prohibited.

Reclamation

The Cemetery reserves the right, pursuant to notifications and procedures to reclaim unused and inactive burial rights, subject to New Jersey State Law. Reclamation will only be considered, subject to New Jersey State Law, if any interment space remains unused and unclaimed for 99 years.

Infants

Every infant interment shall be made in a pre-approved outer burial container. The Cemetery reserves the right to permit exceptions to this policy where the burial is to take place in specially designated sections for infant burials.

Interment of Non-Catholics

The Cemetery is intended primarily for the interment of Catholics and members of their families. The Cemetery is called upon, however, to extend charity, compassion and understanding to the extended families of its membership. For any extra-ordinary question concerning the burial of a Catholic or non- Catholic, the decision of the Pastor shall be final. In the event a serious question has been raised as to eligibility, the Cemetery reserves the right to demand written evidence of eligibility for burial according to the norms of Canon Law.

ARTICLE III INTERMENT REGULATIONS

Embalming

Human Remains Entombed in an above-ground Crypt must be embalmed. Exceptions may be made for infant and or fetus entombment, with written permission from the cemetery.

Funeral

All funerals, on reaching the cemetery, shall be under the supervision of the Cemetery.

Control

The Cemetery reserves the right to control the time, date, and manner of funeral services within its cemeteries. During times of pandemic or other reasons regarding the safety of visitors and staff, the Cemetery may also control, limit, or restrict additional elements its procedures including but not limited to restricting the number of funeral attendees within the Cemetery.

Casket Not to Be Disturbed

Once a casket containing a body is within the confines of the Cemetery, and prior to interment or entombment, only a licensed Funeral Director shall be permitted to open the casket with the consent of both the Next of Kin of the deceased and the cemetery representative and only in the presence of both.

Charges and Fees

No burials or entombments may be made, no memorials may be erected or placed, no inscriptions placed, no burial vaults installed, and no right of ownership or interment/entombment, or any other right shall pass to you until all fees, back care, endowed care, or balance due on the entire lot, along with all related fees, are paid in full, unless written permission is granted by us. If such permission is granted by us, then any interment/entombment made, merchandise furnished or memorial placed before payment in full is made shall be considered only temporary, and you shall not have any permanent right of possession. Until payment is made in full, we may re-enter and take possession of the lot, crypt, or niche, remove to single graves any remains in such lot, crypt, or niche, and/or remove any merchandise supplied.

Committal Services

Scheduled services are for the committal service only. Masses, viewings, or gatherings in lieu of viewings shall not be permitted at the cemetery unless specific permission has been granted by the Cemetery.

Postponing/Rescheduling Services

The Cemetery may postpone or reschedule a graveside or other interment service if in the opinion of the Cemetery, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, work stoppage, work slowdown or strike.)

Written Authorization

A notice of not less than 48 hours is required in the placing of an interment order beginning at the time the cemetery receives a COMPLETED "Interment Authorization" form. This does not include Sundays or holidays. Emergency cases will receive proper consideration. When exceptions are made, additional fees may be assessed. Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions where co-ownership is involved) and the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public or, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

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 ambiguous, or when for any reason the interment space cannot be opened where specified, the Cemetery may in its discretion open it in such location in the plot or lot as it deems best and proper, so as not to delay the funeral, and the Cemetery, its agents, and employees shall not be liable for damages. The Cemetery will not be responsible for any order given by telephone or for any mistake occurring from the lack of precise and proper instructions as to the

particular space, size of the casket, and location of the plot, where interment is desired. It is the responsibility of the Funeral Director to notify the Cemetery of any casket over 28½" in width.

Permit Required

Permits and or cremation certificates issued by the proper legal authority authorizing interment, entombment or inurnment must be delivered to the cemetery prior to final disposition of remains and will remain as permanent record within the Cemetery.

Burial Vaults and Containers

All ground interments and inurnments made within the Cemetery shall require an outer burial container constructed of either concrete or metal, meeting industry standards pertaining to burial vaults and containers, and subject to the approval of the Cemetery. There are multiple exceptions to the outer burial container requirement within certain sections of our cemeteries. Exceptions may also be made on a case-by-case basis. Plastic vaults for casketed burials shall not be permitted. Plastic vaults for inurnment of cremated remains may be permitted. All outer burial containers placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. The Cemetery reserves the right to reject and prevent the placement or construction of any burial container which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect, or which may be prohibited by available space, layout, or design. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

Interment

All interments and dis-interments within the Cemetery shall be performed only by authorized Cemetery personnel or those authorized by the Cemetery. Cemetery personnel will suspend any and all work in and around a grave space where funeral attendees refuse to remain at a safe distance from Cemetery equipment and personnel. When needed, Cemetery personnel will determine and direct attendees where to gather and remain while work is being performed. The Cemetery is not liable for any property damage, including damage to a casket and its contents, shrubs, plantings, grass, effigies, memorials, etc., or bodily injury sustained during the funeral service or interment. The Cemetery is not liable for the acts or omissions of any third party for any reason, including outside contractors. The Cemetery is not liable for mental anguish, shock, or intentional or negligent infliction of emotional distress arising out of the interment. The Cemetery does not make, and disclaims, any warranty regarding the materials, equipment, supplies, or personal property supplied or used by any person in the performance of an interment, vault installation, or memorial installation, including embellishments.

Locating Services and Identification of Human Remains

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery shall not be responsible for any acts based upon the representations made by any party designated to provide the location of the interment space.

The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

Multiple Interments

The number of interments permitted in one interment space shall be set by the Cemetery. Additional interments may require authorization in writing by the Owner and/or next-of-kin or their respective authorized representative(s) and

the Cemetery. In the event the Cemetery elects to allow the interment of more than one human remains in a particular interment space, the Cemetery may charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided. Please contact the Cemetery Office for details as to the number of interments permitted in any particular space.

Multiple Interments at the Same Time

When multiple interments are made at the same time, in the same interment space, whether in one casket/container or multiple, the Cemetery must be notified prior to the interment and provided with all required information, permits and or certificates. There shall be an equitable charge to cover the cost of additional labor, administration and permanent record keeping. The fee for any second interment may be obtained at the Cemetery office and must be paid prior to the interment. Failure to follow this procedure may result in the loss of any remaining interment privileges and or the loss of any rights or privileges or the forfeiture of the permanent record of any undocumented interment.

Temporary Interment

If no provision has been made for an interment space for a particular deceased received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, niche, or other suitable place, subject to any New Jersey state or local requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery. The Cemetery reserves the right to charge a fee for such temporary interment.

Scattering Remains

The scattering of cremated remains shall NOT be permitted in the Cemetery. The cemetery shall not be responsible for cremated remains that have been found to have been scattered nor the recording of such persons.

Delay in an Interment

The Cemetery shall in no way be liable for any delay in an interment where a protest to the interment has been made, or where the Rules and Regulations have not been complied with, proper forms have not been filed, or where said Rules and Regulations shall forbid such interment or because of labor problems, the elements, rock, trees or roots, by natural disaster, wind, earthquakes, flood, war, common enemy, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond the control of the Cemetery. The Cemetery reserves the right under such circumstances to have the body placed in a receiving vault until full rights have been determined or the interment may be made. Any protest shall be in writing and filed in the cemetery office. Depending on current weather, ground conditions, and circumstances beyond the Cemetery's control, safe and available access to grave spaces may be restricted. Funeral services and setups may be conducted at locations other than at the gravesite.

Memorials

If the Cemetery shall move any memorialization necessary to perform an interment under normal operating procedures, it shall reinstall the memorial within a reasonable time and at its sole discretion may charge the owner of the interment space on which the memorial is located the costs of moving and reinstalling the memorialization.

Interments Prohibited on Sundays and Holidays

Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, Good Friday, The Ascension of the Lord, Memorial Day, Independence Day, Feast of the Assumption, Labor Day, All Souls Day, Thanksgiving Day, Feast of the Immaculate Conception, Christmas Eve – Close at 12:00 Noon, Christmas Day, New Year's Eve- Close at 12:00 Noon.

Hours of Interment

The Cemetery shall have the right to designate the hour and manner in which an interment and dis- interment will or will not be permitted. The Cemetery reserves the right to schedule the time of the interment service because several interments may occur on the same day. The Cemetery may refuse to make an interment until, or choose to complete the interment at, a more expedient time if the remains arrive at the cemetery entrance later than scheduled, or if the arrival conflicts with other scheduled rituals.

Green Burial Section

1. Burial Containers

All interments in this section must use biodegradable, natural containers. Acceptable options include burial shrouds, untreated wood caskets, or containers made of natural materials such as wicker or seagrass. Metal, plastic, or chemically treated materials are not permitted.

2. Burial Vaults

Burial vaults or outer containers are not permitted in this section. Vaults interfere with natural decomposition and contradict the environmental purpose of the section. For safety reasons, visitors must always remain on the designated pathways.

3. Embalming

Only natural embalming alternatives are allowed. If a viewing is desired, please consult with your funeral director to ensure only sustainable products are used. Products listed by the Green Burial Council as approved are permitted. Any other product must be submitted for review prior to use. St. Mary Cemetery reserves the right to approve or deny any embalming product based on its environmental impact. All decisions are final.

4. Grave Markers

Manufactured or traditional upright monuments are not permitted. Families may place a natural fieldstone as a grave marker. Inscriptions are limited to the first and last name, year of birth, and year of death. Lettering size and total character count may be restricted. These stones will not have foundations, and natural shifting or settling should be expected over time.

5. Interment Procedure

Graves will be mechanically excavated to ensure timely service and safety. However, in keeping with the spirit of the green burial section, all graves will be backfilled by hand. Only minimal machinery will be used to transport staff and equipment. For a schedule of current interment fees, please contact the cemetery office.

6. Decorations and Plantings

To maintain the natural integrity of the section, no decorations, floral arrangements, or plantings of any kind are allowed. Any unauthorized items will be removed immediately and without notice. The introduction of foreign or invasive plant species threatens the balance of the landscape.

7. Disinterment

All burials within the St. Francis of Assisi Green Burial Section are permanent. No disinterments will be allowed under any circumstance.

8. Cremated Remains

The interment of cremated remains is permitted in this section with the following requirements:

- Cremated remains must be placed in biodegradable urns.
- A maximum of two cremated remains is allowed per grave.

For guidance on acceptable urn materials and placement, please consult cemetery staff.

9. Maintenance and Landscape

The section will be maintained as a natural landscape. Native grasses, trees, and wildflowers will be allowed to grow freely. Insects, wildlife, leaves, and twigs are a natural part of this environment. Unlike manicured burial areas, this section will reflect seasonal changes and a more organic appearance.

10. Family Participation

We recognize that funeral services are deeply personal and support family involvement to the extent reasonably possible. Please contact the cemetery office in advance to discuss any desired participation in the service.

11. Visitation Policy

Due to the natural growth and uneven terrain in this section, visitors are required to remain on mowed paths. Outside of scheduled interment services, graveside visitation is not permitted. This is to ensure both safety and preservation of the natural setting.

Music

Music at grave sites should be liturgically appropriate and is permitted only if it is not disruptive to other services or intrusive to the peace of visiting patrons nearby. Music should be reasonable in length, no more than a total of 4 songs or 30 minutes.

Non-Catholic Services

Non-Catholic ministers may conduct committal services at the cemetery as well as in our Chapels provided the service is not in direct contradiction to Catholic teaching or has not been banned by Ecclesiastical Law. "Sunday" type services are not permitted.

Mausoleum Entombment

No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed and placed in a metal casket.

Casket Protection

The cemetery reserves the right to require and to prescribe the make and manufacturer of casket protection, aka crypt liners in all above ground entombments.

Casket Failure

In the event the failure of the integrity of any casket, in any mausoleum or crypt structure, becomes evident, Cemetery shall notify the Funeral Director and the family, at which time Cemetery will proceed to correct the situation and will make an equitable charge to cover its costs. Due to the nature of the operation, no family member shall be present unless a court order is obtained.

Admission of a Funeral

A funeral shall not be admitted to the Cemetery when it is escorted or accompanied by regalia or banners of societies, organizations, or lodges which are banned by Ecclesiastical Law. Certain fraternal or lodge services not otherwise forbidden by Church Law may be permitted by the Cemetery, provided specific permission is obtained a reasonable time in advance.

Weather

The cemetery reserves the right to hold the committal service on a secure site close to the actual interment right when weather or soil conditions do not permit safety at the interment site.

Tents

The cemetery reserves the right to restrict tents being set or installed at the interment site for committal services when the weather will not permit safe use of a tent for this purpose.

Dis-interment

Dis-interments are not automatic and require the written permission of the Cemetery. As a condition for performing any dis-interment, the Cemetery requires written authorization signed by the Owner and all of the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. Cemetery may also require additional documentation including a court order. All dis-interments must be conducted in accordance with New Jersey State and local law.

- The Cemetery shall exercise due care in making dis-interments but shall assume no liability for damage to the body, casket, outer burial container, urn, or memorialization in making a dis-interment in accordance with written instructions of the Owner, Next of Kin, or their duly authorized representative(s).
- A dis-interment permit, payment in full for the dis-interment, an affidavit signed by the lot owner and all family relatives authorizing dis-interment which releases Cemetery from all liability arising out of said authorization, dis-interment, removal, and reinterment, must be received prior to dis-interment.
- A funeral director is required to be present at the dis-interment of a traditional burial when the interment or reinterment is not taking place in the same grave.
- Only the individuals who have been authorized by the Cemetery and are under the direct supervision of the Cemetery shall perform dis-interments. If the interment space owner shall transfer ownership of the interment space after the dis-interment to the Cemetery, the interment space owner shall be required to remove any memorials, shrubs, trees, and the like at their own expense prior to the dis-interment.
- The Cemetery may refuse to perform the dis-interment at any point if it will endanger the health and/or welfare of the Cemetery, its employees, representatives, or the public good, at the discretion of the Cemetery.
- Dis-interments shall be performed at a date and time determined at the sole discretion of the Cemetery. If circumstances arise beyond the Cemetery's control, a dis-interment may be postponed or canceled as late as the day it is scheduled.
- When a dis-interment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications, may be required, and must be furnished by the Owner or next-of-kin for the new interment. The funeral director shall be responsible to arrange for the transfer of any human remains from their original container.
- If a dis-interment requires the removal of a concrete or metal vault or any other container the Cemetery chooses not to handle, the Cemetery shall have the right to hire a vault company or contractor of its choosing, to assist in the dis-interment. Any and all costs associated with such a 3rd party shall be the responsibility of the owner(s) or person(s) authorizing such dis-interment.
- No person except the Funeral Director may be present during a dis-interment without the prior consent of the Cemetery.
- The Cemetery may require that all persons attending an interment or dis-interment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment or dis-interment process.
- The Cemetery reserves the right to open the grave, crypt or niche and prepare the casket, vault, or urn 24 to 48 hours in advance of the scheduled date of dis-interment up to and including the full removal and repositioning of the casket, vault, or urn.

- No person shall photograph or record a dis-interment or any portion of the Cemetery grounds without the prior written consent of the Cemetery and interment space owner. The cemetery may stop dis-interment activities in the event this provision is not observed. The Cemetery may photograph or record a dis-interment.
- Based on ground conditions and other circumstances beyond the Cemetery's control, the Cemetery reserves the right to preclude the subsequent reuse of the grave where the casket or vault was disinterred from. The Cemetery is not liable for any property damage, including damage to a casket and its contents, vault, memorial, shrubs, plantings, grass, effigies, etc. or for bodily injury sustained during the dis-interment. The Cemetery is not liable for the acts or omissions of any third party for any reason, including outside contractors. The Cemetery is not liable for mental anguish, shock, or intentional or negligent infliction of emotional distress arising out of the dis-interment. The Cemetery may be required to reposition other caskets during the dis-interment, and if it does so, it is not liable for damage to the repositioned casket or its contents. The Cemetery does not make and disclaims, any warranty regarding the materials, equipment, supplies, or personal property supplied or used by any person in the performance of a dis- interment, or memorial reinstallation, including embellishments.

ARTICLE IV SUPERVISION OF CEMETERY

Use

All persons coming into the Cemetery, are subject to and shall abide by all Rules and Regulations adopted by the Cemetery.

Loss or Damage

The Cemetery shall take reasonable precautions to protect against loss or damage to property, including monuments, markers, and personal property placed or left within the Cemetery, or rights within the Cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitations, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect.

Boundaries

The Cemetery reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping, and walks or to add graves, crypts, or niches where none had previously existed. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the Cemetery.

Outside Contractors

No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity. All entities, contractors, and workers, authorized to perform work within the Cemetery, must have proof of insurance filed with the cemetery before work occurs. Certificates of Insurance shall provide for minimum General Liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, proof of Workers Compensation Insurance where applicable, automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,000 for each occurrence

of bodily injury or property damage, as well as list additional insureds as follows – “The Roman Catholic Diocese of Paterson, The Most Reverend Kevin J. Sweeney, D.D., Bishop of the Roman Catholic Diocese of Paterson and his successors in office and all employees and agents of the Diocese of Paterson and all affiliated parishes, schools and institutions are included as additional insureds and coverages are primary as per written & executed contract with respect to operations of the named insured.” If a Funeral Home or any contractor, is indebted to the Cemetery, the Cemetery has the right to refuse to perform any burials handled by that Funeral Home or to permit that contractor from performing any work until the debts are paid. The Cemetery is not liable for the acts or omissions of any third party for any reason, including outside contractors.

Solicitation of Sales

The solicitation in the Cemetery, by unauthorized persons or entities, of sales of any item or thing is prohibited.

ARTICLE V GENERAL REGULATIONS

Conduct

All persons entering the cemetery shall conduct themselves in a dignified manner. The following shall not be permitted, and visitors may be asked to leave. Loud or boisterous activities and or music, offensive language, signage, or activities or conduct disrespectful to the cemetery and or its visitors, or which in any way disturb the quiet and good order of the Cemetery, in the sole opinion of the Cemetery. No owner or visitor may place, distribute, throw, or scatter papers, flyers, or other materials at the cemetery Children under the age of 16 shall be supervised at all times and NO RUNNING, PLAYING or CLIMBING within the cemetery or on any of the memorials, features, or equipment. The Cemetery shall not be liable for damage or injury which occurs.

Pets

Pets must be on a leash, under control of the owner, to be on Cemetery grounds; Owner of the pet is responsible for any damage or injury and must clean up after their pets.

Drugs, Alcohol, and Weapons

The possession or consumption of illegal drugs, alcoholic beverages within the Cemetery is strictly forbidden. No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service, and upon prior approval of the Cemetery.

Smoking

Smoking is prohibited as per the New Jersey Smoke-Free Air Act which states, in part - The “New Jersey Smoke-Free Air Act” lays down the smoking regulations in New Jersey. New Jersey prohibits smoking in almost all indoor public places and in workplaces. “Indoor public place” is defined as a structurally enclosed place of business, commerce, or other service-related activity, whether publicly or privately owned or operated on a for-profit or nonprofit basis, which is generally accessible to the public. Please use proper receptacles when discarding cigarette butts, do not throw them on the ground.

Photography/Video

Photography (including video) for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted

only with the express permission of the person authorizing the burial, and such permission should be made known to the Cemetery office in advance of the burial. Photography of dis-interments is strictly prohibited. Photography for commercial use is prohibited, except with the written permission of the Cemetery. Requests should be submitted to the Cemetery office in advance.

Landscaping

Except as may be permitted by the Cemetery Planting and Decorating Guidelines, no trees, shrubs, or other plants may be planted by anyone other than the Cemetery, except with express written permission of the Cemetery. In the event any such planting is allowed, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of the Cemetery, it should become unsightly. No persons, other than the Cemetery, hold any right to remove trees, shrubs, plants, or other landscape. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, Cemetery shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub, or plant. The Cemetery also reserves the right to move/adjust any marker or interment based on the interference or growth of shrub, plant, tree, or roots.

Entrances

No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.

Hours of Operation

Any person entering the Cemetery other than during posted visiting hours, without prior authorization from Cemetery will be considered a trespasser. Visiting hours are posted at the Cemetery Office. There shall be no visitation between dusk and dawn.

Notice and Copies

A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office and shall be provided upon request.

Speed/Traffic Rules

Automobiles shall not be driven through the cemetery in excess of 10 mph and shall always be driven on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways and are not allowed to park or to come to a full stop in front of an open grave, unless in connection with a graveside service. Parking or driving on the grass is prohibited.

Outdoor Activities

Except where otherwise expressly permitted by the Cemetery, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.

Ingress/Egress

The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways, and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial in any way deface the grounds of the Cemetery.

Cemetery Designations

The Cemetery may, in its sole discretion, designate certain portions and sections of the Cemetery to be used for the placement of private mausoleums, family mausoleums, Exclusive Estates mausoleums, estate benches, cremations benches or memorial benches. In the event of such designation, no other area of the Cemetery may be used for placement of these mausoleums or benches without the express written permission of the Cemetery. All mausoleums or benches shall be placed as prescribed by the Cemetery to conform to the general plan of the Cemetery and in accordance with specifications on file in the office of the Cemetery.

Cemetery Employees

Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any cemetery services.

Cemetery Grounds

The Cemetery grounds are sacredly devoted to the burial of human remains and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations

Planting and Decorating Guidelines

In order to maintain the dignity of these sacred spaces, allow for individual personalization and provide safe and efficient maintenance, the following planting and decorating guidelines will be enforced.

Planting and decorating is permitted on the burial side of the memorial only, for the entire length of the memorial, and outward up to a maximum of 16" from the front of the memorial. Other than an artificial flower decoration, specifically designed to attach to the top of a memorial, this is the only area where all permitted decorations and plantings may be placed. A bed is to be created so as not to allow grass or weeds to grow up between the decorations. Families are responsible for keeping this area free of grass or weeds. Shredded mulch may be used, no other mulch, shells, stones or materials are permitted. All decorations and plantings should be kept back from the grass line in order to avoid damage from mowing and trimming operations.

Families may place permitted decorations, artificial flowers, cut flowers, or plant annual flowers.

The following items are NOT permitted, shrubbery, hedges, fences, borders, edging or enclosures of any kind, platforms, pavers or stones of any kind, rocks, landscape fabric, boxes, shells, toys, sprinkling cans, receptacles, Shepard's hooks, arbors, urns, pedestals, hanging plants, pinwheels, balloons, glass jars, bottles, tin cans, glassware, crockery or earthenware, nails, spikes or wires.

An exception is made for the low, black, plastic edging, which may be installed flush to the ground and only within the limits of the planting area.

In order to reduce the risk of fire, vigil candle holders are strictly limited to ENCLOSED candle holders with a maximum of 2 holders per memorial. Any more than 2 vigil candle holders or any other type of open flame candle will be removed without notice. Battery powered vigil candles may also be used.

Solar or battery powered lights shall be limited to 2 per memorial.

No planting or decorations shall be permitted which exceed 18" in height, with the exception of a flag and flag holder.

Specific holiday decorations are to be removed 30 days after the holiday. Cemetery staff may remove them any time after the 30 days.

Should any planting, decoration or other items placed not be permitted, run in contradiction to Catholic practice or Doctrine, or become dilapidated, weathered, diseased, overgrown, cause safety concerns or impede maintenance, it

shall be removed, when in the judgment of the Cemetery, such action is necessary. There shall be no notice given nor compensation permitted for removed items. While the cemetery has no obligation to do so, the removed items may be stored for a period of up to 2 weeks to allow the family to claim the items.

When choosing plantings and decorations, families should keep in mind that no planting or decoration is considered permanent. The Cemetery assumes no liability for any loss, damage or theft of any items placed at any lot, grave or memorial nor any damage caused by the same.

Please place all cemetery waste, garbage and old decorations into the garbage receptacles provided throughout the Cemetery.

Wind and Theft

When items are blown about, the grounds crew has no choice but to dispose of them as replacement at specific sites is not possible. The Cemetery is not responsible for loss or damage to any flowers, vases, statues, candles, and other such offerings due to theft, wind, or the normal process of work. These are placed in the cemetery at your own risk.

Flags

Small U.S. flags, no larger than 12" x 18" may be placed with an appropriate flag holder. In addition to the U.S. Flag, national flags, military branch of service flags and first responder flags, no larger than 12" x 18", may be placed.

Flags may be displayed year-round but the Cemetery is not responsible for providing or placing any flag. Flags will be removed should they become worn, tattered or unserviceable. Please note the following, National Cemetery Administration Directive 3220 prescribes policy related to displaying, handling, storage and disposition of flags in Veteran Administration National Cemeteries. This directive says, in part, that ". . . graves may be decorated the weekend before Memorial Day and the flags should be removed shortly after Memorial Day. This will result in non-illuminated flags in place during non-daylight hours; however, this is an authorized deviation from the flag code made necessary by logistics." The directive reminds us that flags be treated with dignity and respect and requires that unserviceable flags be disposed of appropriately ("...in a dignified way, preferably by burning") and that serviceable flags be displayed in a dignified manner.)

Cemetery Clean Off.

At certain periods during the year, seasonal flowers and decorations from the previous season are removed by cemetery staff. Prohibited items may also be removed at these times. The following is a list of approximate dates, but the Cemetery reserves the right to announce additional clean off dates. Please remove any decorations you would like to reuse next season prior to these dates.

- Spring Clean Up- Week of March 1st: All Christmas wreaths, blankets and decorations.
- Easter- Palm crosses are removed approximately one week after Easter.
- Fall Clean up – Week of November 15th: Remaining summer plantings.

It is the Cemetery's policy to publish a notice, as a reminder, before the Cemetery conducts seasonal clean off, however, the notice is a courtesy and not required, and these provisions shall govern.

Grave Openings and Decorations

Plantings and decoration may need to be removed to facilitate an interment. Decorations to be removed may be at the site of the interment or adjacent grave or graves. When this occurs, the Cemetery will make every effort to move and replace the plantings and decorations in a timely manner but shall not be responsible for any damage or loss of any planting or decoration in doing so.

ARTICLE VI MEMORIALS, BENCHES & FOUNDATIONS

Use

In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, headstones, and benches (Memorials) which are placed in the Cemetery. The Cemetery reserves the right to construct all memorial foundations within its Cemeteries.

Removal Without Consent

No memorial or foundation shall be placed on or removed from the Cemetery without prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or the respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping.

Charges and Fees

All Cemetery charges and fees for Interment Rights, labor charges, memorials, endowed care, memorial installation inspection fee and other applicable charges and fees must be paid in full before memorial or foundation may be placed on any interment space within the Cemetery. Any such fees are available at the Cemetery Office. All fees for the installation of memorials/monuments will be the same regardless of where the memorial/monument was purchased.

Removal of Unauthorized Memorial

In the event a memorial or foundation is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized memorial.

Right to Correct Errors

The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of a memorial, foundation, conveyance of Interment Right or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including any incorrect name or date either on the memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than obligation to correct it.

Defective Workmanship

The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in the connection with memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery shall not be responsible for any defects in material or defect in workmanship, errors, or omissions, relating to memorials purchased from and/or installed by persons or entities other than the Cemetery.

Designation of Cemetery

Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications, and other embellishments is available in the office of the Cemetery.

Memorial Benches

The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file

in the Cemetery's office. The Cemetery reserves the right to remove any bench which does not comply with this section. Except as otherwise specifically approved by the Cemetery, benches are not allowed unless they are used in lieu of a Memorial and set perpendicular to the Grave.

Offensive or Improper Memorial or Structures

If any memorial, structure, or any inscription or any embellishment whatsoever, is determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.

Repair or Removal

Should any memorial, monument or mausoleum become unsightly, dilapidated, a nuisance, or unsafe, the Cemetery shall have the right to repair it or, at its option, to remove and replace it. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Right. The opening of a niche, crypt, mausoleum, columbarium, in order to do repair or maintenance work does not constitute dis-interment, and as such the Cemetery does not need permission to proceed with any such repair or maintenance.

Application

There shall be submitted to the Cemetery for approval, on forms approved by the cemetery, a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying material, size inscription, name of manufacturer and style number prior to receiving authorization to place any memorial within the Cemetery. Always consult the Cemetery office before ordering memorials/monuments or benches to ensure that any order will meet the Cemetery's requirements.

Approval

The Cemetery reserves the right at all times to prescribe and approve the location, kind, size, type, symbolism, craftsmanship, quality, and material of all memorials installed.

Right to Stop Work

The Cemetery reserves the right to stop all work of any nature, whenever in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed to the Cemetery's specifications and installation requirements.

Inspection by Cemetery

The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery may be prohibited from performing any further work in the Cemetery.

Damage/Theft

The Cemetery shall not be responsible for any damage to memorials which also includes vandalism or loss from theft.

Temporary Marker

Always contact the cemetery prior to ordering any form of temporary Memorialization.

Inspection Fee

An inspection and installation fee will be charged for every memorial/monument that is installed within the Cemetery grounds. This fee must be paid in full prior to the installation of said memorial/monument. The fee will be the same for all memorials/monuments regardless of where purchased.

Memorial Specifications

All memorials must have at least one Christian symbol, approved by the cemetery, in a prominent location.

Lot and Grave Numbers must be inscribed on the memorial.

Memorials placed at St. Mary's Cemetery are to be gray granite. Inlaid granite panels of other colors may be permitted but shall not exceed 36 square inches in size.

Single Graves

Memorial size to be 2-0 x 1-0 x 3-0

Flat markers at ground level permitted as headstone or footstone. Max size 2-0 x 1-0 x 0-4

Slant Markers permitted as headstones only, and only in permitted sections. Max size 2-0 x 1-0 x 1-6

Government provided flat military markers are permitted in certain sections and will be set by the cemetery. Contact the Cemetery office for applicable charges. No upright government military markers are permitted.

Two (2) Grave Lots

You may have a monument 3-0 x 1-0 minimum base and 3-6 overall height or 3-6 x 1-0 maximum base and 3-6 overall height.

Three (3) grave Lots

You may have a monument 4-0 x 1-2 minimum base and 4-0 overall height or 5-0 x 1-2 maximum base and 4-0 overall height.

Four (4) Grave Lots

You may have a monument 5-0 x 1-2 minimum base and 4-0 overall height or 6-0 x 1-2 maximum base and 4-0 overall height.

All Four (4) Grave Lots – Two (2) Front and Two (2) Rear

You may have a monument 3-0 x 1-0 minimum base and 3-6 overall height or 3-6 x 1-0 maximum base and 3-6 overall height. On front and back plot monuments, both sides must be inscribed.

Headstone Cameo Photos

Always contact the cemetery in advance prior to ordering or placing any type of photographic image on a memorial, monument, crypt, or niche front, as all images must be approved by the Cemetery. One (1) cameo per person may be placed on a headstone or memorial. All cameos are subject to space permitting. Cemetery shall not be liable for any cameos or embellishments placed on any headstone or memorial. For mausoleum cameos, see "Mausoleum Cameo Photos" below.

ARTICLE VII CARE AND MAINTENANCE

Use

The purchase price of all Interment Rights sold and to be sold in the Cemetery, is subject to an additional charge to be deposited into the Endowed Care account, which amounts are held and invested in accordance with the laws of the State of New Jersey. Care and maintenance means that, within the limits permitted by the income derived from the Endowed Care Fund, the Cemetery grounds will be maintained and preserved including cutting grass and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interest persons.

Improvements

The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the Endowed Care Fund. This Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

Outside Landscaping Contractor

All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading, or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, or someone contracted directly by the Cemetery.

Memorial Care & Maintenance Care

Maintenance provided under the Endowed Care Fund does not include maintenance, repair or replacement of any memorial or foundation under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures, or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority or acts beyond the control of the Cemetery.

Expenditures

Expenditures for care and maintenance shall be limited to the income received from the investment of the Endowed Care fund, anything herein stated to the contrary notwithstanding.

Income

The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds that may be applicable.

ARTICLE VIII MAUSOLEUM DECORATIONS

Crypt Decorations

Crypt decorations may consist of the following, space permitting. 2 small vases, 4 pictures or cameo photos and 2 religious photos or emblems.

Niche Decorations

Niche decorations may consist of the following, space permitting. 1 small vase, 2 pictures or cameo photos, 1 religious photo or emblem.

Approval and Space Permitting

All permitted decorations are to be approved and installed by the cemetery staff or approved vendors. Given the amount of space taken up by different name configurations, not all crypts and niches will have the same amount of space available for decorations. Decorations should not encroach on the space of adjoining crypts or niches.

Permitted items that have already been placed by family members, if found to be incorrectly placed, installed or a safety risk, may be removed and the family contacted to discuss proper placement and installation.

Prohibited Items

No candles, vigil lights, wreaths, garland, toys, balloons, food, glass containers, ceramic containers, stands, easels, or any other objects shall be permitted on any crypt or niche, on the floor, in front of or on top of any crypt, niche, mausoleum or columbarium. All unauthorized items will be removed by the Cemetery without notice.

No decorations are to be adhered to the crypt or niche fronts, the family assumes all liability for any damage done to any crypt or niche front through the use of any type of tape, glue, or adhesives of any kind and will be responsible for the cost of any cleaning or repair.

Cards and Personal Notes

Signs, greeting cards, personal notes, and such decorations, while not permitted, may be placed under the exception of honoring a special day in the deceased's life. These items **MUST** be removed within 3 days of placement by the family, or they will be discarded without further notice.

Mausoleum Vases

The use of water in vases is prohibited. Real flowers should be removed as soon as they become unsightly and will be removed by cemetery personnel without notice. All vases are subject to space permitting. Only approved vases/vase holders will be allowed on the crypt/niche. Installation of vases/vase holders will be performed by Cemetery personnel and/or an approved vendor. All items placed in any permanent vases above level C in the Mausoleum will be done by Cemetery personnel only. The changing of flowers by cemetery personnel will be done up to 4 times per year in conjunction with the change of seasons. Decorations should be brought to the Cemetery well in advance of these dates and should be clearly labeled with the name of the deceased as well as the crypt or niche number and tier. The Cemetery shall not be responsible for any decorations that have not been properly labeled. Please contact the cemetery office for specific dates of flower changes and any applicable charges that may apply. Extendable grabbers are also available from the cemetery office for your use in changing your flowers at any time throughout the year. These grabbers should permit simple flower changes from ground level, ladders are not permitted.

Ladders and Climbing

No ladders are to be used or brought into the mausoleum; the only ladders used will be by Cemetery personnel. The cemetery will not be liable for any damage of any kind including personal injury for anyone using a ladder in the mausoleum. No climbing allowed in the mausoleum.

Mausoleum Photos

Always contact the cemetery in advance prior to ordering or placing any type of photographic image on a memorial, monument, crypt, or niche front, as all images must be approved by the Cemetery.

Photos should be of the permanent, cameo type, installed by the cemetery or approved vendor. While discouraged, regular photos, up to the limit set forth, may be placed on the crypt and niche fronts. Photo size may be no larger than 3" x 5". The family assumes all liability for any damage done to any crypt or niche front through the use of any type of tape, glue, or adhesives of any kind and will be responsible for the cost of any cleaning or repair.

Lettering and Emblems

Crypts and Niche lettering and emblems are purchased through the cemetery. Please contact the cemetery office for current lettering and inscription pricing as well as available emblems and the cost for the emblem and/or the installation fee.

Cemetery Clean off.

At certain periods during the year, seasonal flowers and decorations from the previous season are removed by cemetery staff. Prohibited items may also be removed at these times. The following is a list of approximate dates, but the Cemetery reserves the right to announce additional clean off dates. Please remove any decorations you would like to reuse next season prior to these dates.

- Spring Clean Up- Week of March 1st: All Christmas wreaths, blankets and decorations.
- Easter- Palm crosses are removed approximately one week after Easter.
- Fall Clean up – Week of November 15th: Remaining summer plantings.

It is the Cemetery's policy to publish a notice, as a reminder, before the Cemetery conducts seasonal clean off, however, the notice is a courtesy and not required, and these provisions shall govern.