

CITY OF NEWTON

IN BOARD OF ALDERMEN

FINANCE COMMITTEE AGENDA

MONDAY, FEBRUARY 2, 2015

7:15 PM

Room 211 (Formerly Room 222)

**ITEMS SCHEDULED FOR DISCUSSION:**

#26-15      HIS HONOR THE MAYOR requesting authorization to transfer the sum of twenty-eight thousand dollars (\$28,000) from Veterans' Services Salaries to Veterans' Expenses for a 20% down payment for a quadrant of Veterans' graves at the Newton Cemetery. [01/13/15 @ 2:44 PM]

All other items before the Committee will be held without discussion.

Respectfully submitted,

Leonard J. Gentile, Chairman

The location of this meeting is handicap accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a special accommodation, please contact John Lojek, at least two days in advance of the meeting: [jlojek@newtonma.gov](mailto:jlojek@newtonma.gov), or 617-796-1064. For Telecommunications Relay Service dial 711.



SETTI D. WARREN  
MAYOR

RECEIVED  
City of Newton, Massachusetts  
Newton City Office of the Mayor

2015 JAN 13 PM 5:05

David A. Olson, CMC  
Newton, MA 02459

#26-15

Telephone  
(617) 796-1100

Facsimile  
(617) 796-1113

TDD/TTY  
(617) 796-1089

E-mail  
swarren@newtonma.gov

January 12, 2015

Honorable Board of Aldermen  
Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

Ladies and Gentlemen:

I write to request that your Honorable Board docket for consideration a request to transfer the sum of \$28,000 from Acct # 0150301-511001 Veterans' Services Salaries for the 20% down payment for a quadrant of Veterans' graves at the Newton Cemetery.

Per the attached, the total purchase price is \$140,000 which the City will pay in two additional installments of 40% or \$56,000 in FY16 and FY17.

Thank you for your consideration of this matter.

Very truly yours,

Setti D. Warren  
Mayor

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE



SETTI D. WARREN  
MAYOR

City of Newton, Massachusetts  
Office of the Mayor

**#26-15**

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swarren@newtonma.gov

January 9, 2015

Setti D. Warren, Mayor  
1000 Commonwealth Ave.  
Newton, MA 02459

Dear Mayor Warren:

I am requesting you to docket an item before our Board of Aldermen to purchase a quadrant of veteran's graves at the Newton Cemetery. The quadrant purchased in 2001 has no further grave sites left. It has been Newton's tradition to offer a plot free of charge to veterans who were deployed and either lived in Newton for three consecutive years or lived in Newton at the time they enlisted for service. There are three quadrants left of veterans plots in the cemetery. They are willing to sell us a quadrant for the same purchase price of \$140,000 as in 2001. We asked whether the cemetery board would consider selling less than a quadrant and were told that this is not possible.

On behalf of the Veterans Service Department, we are requesting a deposit of 20% of the purchase price at this time (\$28,000) with 40% of the remaining amount to be paid prior to January 2016 (\$56,000) and the balance prior to January 2017 (\$56,000). This quadrant is slightly larger than the one purchased in 2001 and will accommodate 29 graves plus two cremation plots. The Newton cemetery will not bury family members with the veteran and will not place two graves on top of each other.

Sincerely,

Dori Zaleznik  
Chief Administrative Officer

1000 Commonwealth Avenue Newton, Massachusetts 02459

[www.newtonma.gov](http://www.newtonma.gov)



DEDICATED TO COMMUNITY EXCELLENCE

SALES AGREEMENT FOR THE PURCHASE OF INTERMENT SPACE

NEWTON CEMETERY CORPORATION
791 Walnut Street, Newton Center, Massachusetts 02459-1719
Telephone (617) 332-0047 FAX (617) 969-5520

OWNER ID # I North Lot 150

AN AGREEMENT dated 12/17/2014 between

Name City of Newton

Address 1000 Commonwealth Avenue Newton, MA Zip 02459

(hereinafter called the Purchaser) and the Newton Cemetery Corporation, a cemetery corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter called the Seller).

WITNESSETH, as follows:

The Seller agrees to sell and the Purchaser agrees to purchase upon the following terms and conditions the exclusive right of interment in the following site in the Newton Cemetery Section I North Lot 150 (the "Site") consisting of 29 Single Graves & 2 Urn Garden Plots (810 Square Feet) for the amount set forth below to be paid either in TBD installments over TBD months as set forth below or earlier in whole or in part at such times as the Purchaser may elect until the total of all payments equals the amount due. Early payments shall be credited against the installment next thereafter due if the Purchaser shall so request, and otherwise against the last unpaid installment.

Purchase Price: \$140,000.00 (the "Purchase Price").

Other Expenses: \$ .00 (more fully detailed in Schedule A, attached hereto).

Deed to: Same as above.

NO MEMORIALS MAY BE PLACED UNTIL ABOVE PURCHASED SPACE(S) IS PAID IN FULL

Table with 4 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed/Total of Payments, Total Sale Price. Values include TBD%, \$TBD, \$112,000.00, and \$28,000.00.

Your payment schedule will be:

Table with 3 columns: Number of Payments, Amount of Payments, When Payments Are Due. Values include 0, \$ .00, and 15 th of every month beginning on:

Security: You are giving a security interest in the right of interment being purchased. See this contract for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

Notice to Purchaser: (1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. (2) You are entitled to a copy of this agreement at the time you sign it. (3) you may at any time pay off the full unpaid balance due under this agreement, and in doing so you may receive a partial rebate of the finance charges.

\* subject to approval from the Board of Aldermen
Purchaser hereby acknowledges receipt of a completed copy of this contract.

NEWTON CEMETERY CORPORATION
By Timothy A. Burns

Purchaser
Co-Purchaser

**NEWTON CEMETERY CORPORATION  
SALES AGREEMENT FOR PURCHASE OF INTERMENT SPACE  
ADDITIONAL TERMS OF AGREEMENT**

Upon the receipt of the entire Purchase Price, the Seller will give the Purchaser a deed to the Site in the form of its deeds then current, which shall include the obligation of the Seller perpetually to care for the grass thereon the Site and this agreement shall terminate. Prior to the delivery of a deed as above provided, the Purchaser shall have no right of possession in the Site, or in any part thereof, nor other right to change, embellish, or alter it in any way; provided, however, that in the event that a need shall arise for use of the Site prior to delivery of the deed referenced above, the Purchaser shall have the right to make a temporary interment at the Site so long as such Purchaser has paid in the greater of the cost of a single grave or twenty percent (20%) of the Purchase Price to be paid prior to said interment.

THE PURCHASER RECOGNIZES THAT HIS RIGHT TO INTERMENT IN THE SITE MAY NOT BE TRANSFERRED, SOLD, OR OTHERWISE ENCUMBERED BY THE PURCHASER WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SELLER. NOTWITHSTANDING THE FOREGOING, THE PURCHASER MAY SELL HIS RIGHT TO INTERMENT IN THE SITE TO THE SELLER AT A PRICE EQUAL TO THE PURCHASE PRICE, WHICH MAY OR MAY NOT REFLECT THE THEN CURRENT MARKET VALUE OF THE SITE. NOTHING CONTAINED HEREIN SHALL REQUIRE THE SELLER TO REPURCHASE ANY SUCH RIGHTS IN THE SITE. THE PURCHASER RECOGNIZES THAT THE RIGHTS PURCHASED HEREUNDER ARE LIMITED TO RIGHTS OF INTERMENT.

The Purchaser hereby agrees that the Seller may conduct any activity either within or without its boundaries which is incidental or convenient to either the care or memorializing of the human dead.

This agreement and the said deed to be given will be subject to all laws and to the By-Laws and all Rules and Regulations of the Seller now existing or which may hereafter be enacted or adopted regulating the care of the Site, interments therein, memorial or plantings erected thereon, and other embellishments thereof, the care and protection of the Newton Cemetery grounds, the affairs financial or otherwise of the Seller, and the management of its property and business, all of which, to the extent now in effect, are hereby incorporated herein and made a part of the agreement as if set forth in full herein. In addition, the Site is subject, among other things, to the following restrictions, all as more fully set forth in the Seller's ByLaws and Rules and Regulations:

- INTERMENT RESTRICTIONS:    **Single depth capacity only**                      **Body and/or cremated remains**
- MEMORIAL RESTRICTIONS:
- TYPE:                                      **Lawn markers only**
- SCULPTURED WORK:                    **Not Permitted per Rules & Regulations**
- FINISHES:                                **Steeled only**
- OTHER EMBELLISHMENTS:

If this agreement has been entered into through mistake, or if, owing to irresistible, natural, or unavoidable force or order of court, the Seller finds itself unable to fulfill this agreement, it may return to the Purchaser or to his/her legal representatives all moneys that may have been paid hereunder, and this agreement shall thereupon become null and void.

Any oral or written statement made in connection with this agreement by the Seller or by its agent shall not be binding upon the Seller unless reduced to writing, signed by an officer of the Seller, and attached to this agreement.

It is mutually agreed that the provisions of this agreement shall apply to and bind the heirs, executors, administrators and assigns of the Purchaser and the successors and assigns of the Seller. It is further agreed that if this agreement is signed by more than one purchaser, each of such purchasers becomes jointly and severally bound and liable hereunder.

If prior to the delivery of a deed by the Seller pursuant hereto the Purchaser shall fail for any reason to pay any part or portion of the unpaid sums within three months of the date when and as the same shall become due and payable pursuant to the provisions hereof, or if proceedings under the bankruptcy laws of the United States or the insolvency laws of any state shall be commenced by or against the Purchaser, or the Purchaser shall make an assignment for the benefit of his creditors, the Seller, as permitted by law, by giving prior written notice to the Purchaser or to his/her heirs or executors or administrators by deposit of a registered letter in the United States mails addressed to the Purchaser at the address stated below or as stated on the books of the Seller, or at any other address requested in writing by the Purchaser, may at its option either declare all sums remaining unpaid by the Purchaser hereunder to be due and payable immediately, or declare this agreement cancelled and all rights of the Purchaser in the Site forfeited. Upon such cancellation the Seller shall retain as liquidated damages for the default of the Purchaser all sums theretofore paid hereunder up to but not exceeding ten percent (10%) of the Purchase Price of the Site, and on payment of the balance to the Purchaser or to the party legally entitled thereto shall be released from all obligations both at law and in equity to convey or cause to be conveyed the Site or any part thereof or to make any further refund of the Purchase Price. The acceptance of overdue payments or the waiving of any term or condition of this agreement by the Seller shall not constitute a waiver of any subsequent breach of any other terms, conditions or provisions hereof.

Installments, or any multiples thereof, or the full remaining unpaid balance may be paid in advance at any time.

**SCHEDULE A**

<u>Other Expenses</u>	<u>Amounts</u>
	\$ .00
	\$ .00
	\$ .00
	\$ .00
	\$ .00
	\$ .00
<b>Total</b>	<b>\$ .00</b>

# Newton Cemetery Corporation

*A Beautiful Garden Cemetery Serving Greater Boston*



## INVOICE

### SOLD TO:

Newton City Hall  
1000 Commonwealth Avenue  
Newton, MA 02459

LOCATION		OWNER OF RECORD	DATE	INVOICE NO.
SEC I, Lot 150		Newton City Hall	12/17/2014	33034
ITEM CODE	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		Initial Payment on Purchase of 29 Single Graves and 2 Urn Garden Plots in Section I/North, Lot 150 (810 Square Feet) Total Purchase Price \$140,000.00 *		\$4,700.00
TERMS		SALES TAX	<b>TOTAL</b>	\$4,700.00

*\* subject to approval from the Board of Aldermen*

791 Walnut Street, Newton Center, Massachusetts 02459-1719 (617) 332-0047 Fax: (617) 969-5520  
E-mail: ncc@newcemcorp.org Website: www.newcemcorp.org