

STANHOPE UNION CEMETERY

*P.O. Box 304
NETCONG, NEW JERSEY 07857*

Rules & Regulations

(Adopted 11/2022)

The following rules and regulations have been amended by the Stanhope Union Cemetery Association and approved by Stanhope Union Cemetery Board of Trustees. Further, all holders of interment rights within the cemetery shall be subject to said rules and regulations, and shall be further subject to such other rules and regulations, amendments, or alterations as shall be hereafter adopted by the Stanhope Union Cemetery Association and approved by the Board of Trustees.

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

The Stanhope Union Cemetery is hereafter referred to as the "Stanhope Cemetery."

I. Ownership and Transfer of Interment Space

A. The conveyance of interment space in the Stanhope Cemetery confers fee simple title to the plot of land for interment.

B. All interments in The Stanhope Cemetery shall be held subject to the New Jersey Cemetery Act, N.J.S.A. 45:27-1 et seq., N.J.A.C. 13:44J-1 et seq. and any amendments thereof and supplements thereto and revisions thereof, and any special or general acts applicable to the Stanhope Cemetery of Mt. Olive Twp., New Jersey and its lands, and subject to the By-Laws and Rules and Regulations of the Stanhope Cemetery, now in force or hereafter adopted: whether the same appear herein or in the agreement for purchase or in the deed conveying the interment space.

C. No easement or right of interment is granted to any owner of interment space in any road, drive, alley or walkway within the Cemetery unless an exception is made by The Stanhope Cemetery but the same may be used as a means of access to such interment spaces as land the Stanhope Cemetery devoted to that purpose.

D. The Stanhope Cemetery may refuse to recognize the interests of a successor in the title until the surviving spouse, if any, or any other person claiming title thereto or an interest therein as heir or devise of a deceased owner shall file with The Stanhope Cemetery, an affidavit in such form as meets with its approval.

E. Lots or fractional lots, as sold, will not be divided. No objection exists, when there are joint owners, to an agreement between them as to part of the lot to be used by each, but The Stanhope Cemetery, will not undertake to record or enforce such agreements.

F. No sale, transfer or assignment of any plot, or part of a plot, shall be valid without the consent of The Stanhope Cemetery endorsed on the conveyance.

G. No lot owner has the right to transfer his lot, or part of his lot. Such transfers are mere privileges extended in special cases by The Stanhope Cemetery after careful investigation and the determination by the officers that such transfers are properly made. Owners of interment space shall not permit interments to be made therein for remuneration.

H. No interment or disinterment will be permitted in, and no monument or memorial may be placed on any plot, lot or grave, against which there shall be any charge to The Stanhope Cemetery.

I. The Stanhope Cemetery, reserves the right to refuse interment, and to refuse to open an interment space for any purpose, except on written application by owner of record or his/her legal representative, made out on such forms as shall meet with the approval of The Stanhope Cemetery and shall be on file with the Cemetery. The Stanhope Cemetery shall be entitled to rely on the accuracy or the information set forth in such permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.

J. The Stanhope Cemetery may accept and rely upon as duly authorized, any and all instruments, including but not limited to permits and orders of any and every kind, nature or description, transfer deeds, assignments and/or reservations of interment space, affidavits and designations, and it shall have the right to rely and act upon the truth of all statements contained therein, and upon the genuineness of all signatures there on, and upon the authority of person signing the same to bind all interested parties.

K. The Stanhope Cemetery may require that a member of the family come in person to the Cemetery to advise the Cemetery's officer or agent which grave shall be opened for interment. In the absence of specific written instructions by the owner of the interment space, the Stanhope Cemetery or its officer or agent having immediate charge of the interment, may inter the remains of any person entitled to interment there, in any one of the unused spaces therein, except in such as may have been reserved for others as appears on the Cemetery records.

L. When instructions regarding the location of an interment in a plot or lot cannot be obtained without undue delay or cannot be obtained at all, or where the instructions given with regard thereto are in the opinion of the Cemetery indefinite, or when for any reason the interment space cannot be opened where specified, The Stanhope Cemetery may in its discretion open it in such a location in the plot or lot that it deems best or proper, so as not to delay the funeral; and The Stanhope Cemetery its agents, contractor, and employees shall not be liable for damages.

M. The Stanhope Cemetery its agents, contractors and employees shall not be held responsible for any mistakes or error for an order not given in writing or any other manner, or from the lack of precise or proper instruments as to the particular space, size, and location in a plot or lot where interment is desired, or from the omission of the plot owner to file with the Stanhope Cemetery a grave layout map approved by it.

N. When there are two or more co-owners of an interment space, they may designate one or more persons to represent the interment space and file a written notice of such designation which shall be in such form as is satisfactory to The Stanhope Cemetery. In the absence of such notice, The Stanhope Cemetery shall not be liable to any person for the interring or permitting of an interment in the interment space upon request or direction of any co-owner.

O. Where a lot is owned by a Church, Lodge, or other Society, interment shall be limited to the actual members of the organization and their husbands and wives.

P. The right to control the disposition of the remains of the deceased person, unless other directions have been given by the decedent or by a court of competent jurisdiction shall be in the following order:

- 1) A surviving spouse.
- 2) A majority of the surviving children of the decedent or the surviving child, if one.
- 3) The surviving parent or parents of the decedent.
- 4) A majority of the brothers and sisters of the decedent if no children or parent is living.
- 5) Other next of kin according to the degree of consanguinity.

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

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

II. Buy Back of Plot or Crypt

A. Plots: If a plot/grave owner wants to sell back to the cemetery an unoccupied plot/grave, the cost would be the original purchase price, minus the cost of foundation, if applicable. All buy-backs are at the discretion of the Stanhope Cemetery Board. Please contact the Cemetery Treasurer for more information.

B. Crypts/Niches: All buy-backs are at the discretion of the Stanhope Cemetery Board. Foundations are not refundable. Please contact the cemetery Treasurer for more information.

III. Scheduling of Interments

- A.** Interments may be scheduled with a Funeral Director or agent of the Cemetery.
- B.** No interments will be made on Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day, unless, the Stanhope Cemetery may grant an exception to this rule due to special circumstances.
- C.** The Stanhope Cemetery reserves the right to insist upon receiving written notice of an interment at least 48 hours before the funeral cortege arrives at the Cemetery, and at least one week's written notice of any disinterment or removal of remains. This rule will not apply to contagious cases, when immediate burial is required by law, provided that it is plainly shown that it was impossible to make the burial on a previous working day. The Cemetery assumes no liability for damage to any casket or burial case or vault in original interment or removal.
- D.** Family members may make arrangements for the burial of cremains without the involvement of a Funeral Director. Required documents are a cremation certificate and a copy of the death certificate.
- E.** For the purpose of handling the casket safely, and maintaining a high degree of beauty and dignity, a lowering device and artificial grass covering must be used at each interment.
- F.** The Stanhope Cemetery allows cut flowers and floral arrangements to be placed on a grave site at the time of interment. Flowers and floral arrangements will be removed at the discretion of the Cemetery.
- G.** The Stanhope Cemetery allows the interment of two cremains per grave and no casket or one casket and one cremains per grave.

IV. Maintenance of Graves by The Stanhope Cemetery

- A.** The term "Perpetual Care" shall mean: the cutting of the grass upon the graves at reasonable intervals, removing debris, and such work as may be necessary to keep the graves in good and neat condition.
- B.** The term perpetual care shall not include: watering the grass, the replacement of any flowers or plants, cleaning monuments, weeding, etc.
- C.** The Stanhope Cemetery adds top soil and re-seeds the grass as necessary.
- D.** The Stanhope Cemetery disclaims any responsibility for the care and maintenance of any flowers, plants, or ornamental adornments that have been planted or placed upon the grave by the grave owners and if grave owners choose to do so, it shall be at their own risk.

E. The term "maintenance and preservation" shall in no case be construed as meaning the maintenance, care, repair or replacement of any monument, granite or bronze marker or monumental structures or other embellishments or improvements placed or erected upon any interment space; where the damage was caused by any act other than that of the Stanhope Cemetery, including but not limited to loss or damage by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or by the orders of any military or civil authority, whether the loss or damage be direct or collateral.

F. No person shall trim or prune, or remove any branches from any tree in the Stanhope Cemetery, whether on his/her lot or not. By request only, the Trustees will have pruning done without charge if in his/her judgment the request is justified.

G. Furthermore, no person shall move any tree or shrub growing within the Stanhope Cemetery without the consent of The Stanhope Cemetery. Moreover, no person shall take up or remove any plant other than from his/her own plot or lot from the Stanhope Cemetery without the permission of The Stanhope Cemetery.

H. The planting of trees or shrubs in any area of the Cemetery by anyone other than The Stanhope Cemetery or its contractors is strictly prohibited.

I. Any unauthorized removal of Stanhope Union cemetery property (i.e., topsoil) or adornments from any gravesite will be prosecuted to the fullest extent of the law. Dumping of household/business items and/or trash will be prosecuted.

V. Flowers and Decorations

A. Vases or containers will NOT be provided by the cemetery.

B. Live or artificial flowers may be placed in vases or containers. They will be removed at the discretion of the Cemetery Manager when they no longer enhance the beauty of the grave/niche/or burial plot area.

C. No signs of any kind will be allowed on plots, lots and graves.

D. Aftermarket embellishments or plaques to monuments are permitted but replacement of such articles is the sole responsibility of the plot holder.

VI. Monument/Marker Application

A. Prior to ordering a monument/marker, the plot holder must complete the monument permit form with the monument contractor, submit the completed form to the cemetery and receive notice of final approval. Monument permit forms includes #1-5 below.

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

B. Every memorial/marker must be made of either granite or bronze. No other materials are permitted and the Stanhope Cemetery may reject any inferior grades of either one of these materials.

C. Stanhope Cemetery reserves the right to reject at any time, any monument or marker, which in the judgment of the Stanhope Cemetery should not be permitted or placed on a lot. **Any request for exceptions to this rule must be made by written request to the Stanhope Cemetery.**

VII. Concrete Vaults

The Stanhope Cemetery requires a two-piece concrete vault with straight sides, with minimum compressive strength of 4,500 pound per square inch, reinforced with steel wire. Vault walls are to be not less than one- and one-half inches (1 1/2") in thickness. Flat covers or rounded covers are permitted. Vaults are required on all in ground burials.

VIII. Repairs

In the event, it may become necessary to repair or reconstruct any granite, bronze or concrete work on any section or plot or any portion thereof in the Stanhope Cemetery, which has been damaged by the elements, acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or orders of any military or civil authority, and or conditions beyond its control.

IX. Sub-Contractors

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

X. Outside Contractors

A. All persons, including but not limited to outside contractors contracted by or through the owner of the plot wishing to do any work in The Stanhope Cemetery must provide the following to the satisfaction of The Stanhope Cemetery:

- 1) Written authorization signed by the owner of the plot, lot, grave, crypt and/or niche and by such others whose consent, The Stanhope Cemetery deems necessary specifying in detail the work to be done and materials to be furnished, before commencing any work or bringing any material into the Cemetery.
- 2) Application to The Stanhope Cemetery for a Permit to be issued by The Stanhope Cemetery to do the work;
- 3) Proof of adequate insurance coverage by and through a New Jersey Licensed insurance company acceptable to The Stanhope Cemetery in such form and amounts as is satisfactory to The Stanhope Cemetery and naming The Stanhope Cemetery as an additional insured for such coverage, including but not limited to:
 - a. Worker's Compensation
 - b. General Liability (personal injury/death/property damage)
- 4) All work by outside contractors contracted by or through the owner of the plot, grave, or niche shall be subject to the supervision of The Stanhope Cemetery.

B. No one, other than The Stanhope Cemetery, its officers, agents and employees, may trespass upon intervening plots, lots or graves, when moving material for monuments, etc. The roads are to be used in all cases, unless special permission is obtained to the contrary from the owners of plots, lots, and graves affected.

C. When trees or shrubbery are in the way of contemplated improvements, notice from contractor must be given The Stanhope Cemetery and permission given for the removal prior to commencing work.

D. When heavy materials are to be moved, planks must be laid on the paths or grass affected, in order to protect the same from damage.

E. All rubbish made by outside contractors, or others employed by owner of plots, lots or graves must be removed immediately to such place of disposal as may be provided for this purpose, or as The Stanhope Cemetery shall direct. Upon failure to comply with this Rule, The Stanhope Cemetery may give the last known owner of the interment space notice, and if he/she fails to rectify the condition complained of, within the time specified in said notice, The Stanhope Cemetery may, in its discretion, enter upon the interment space and cause the same to be moved at such owner's expense.

XI. General and Miscellaneous Provisions

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

B. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. The Stanhope Cemetery therefore reserve the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations, when in its judgment, the same appear advisable; and such exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rules and Regulations. It is expressly understood that any indulgence on part of The Stanhope Cemetery or failure to insist upon the strict performance of any Rule and Regulation, shall not be deemed a waiver of its rights in the premises.

C. The Stanhope Cemetery reserves unto itself the right at any time and from time to time, to enlarge, reduce, replot or change the boundaries or grading in the Cemetery or of any section or sections, thereof, or any part or parts thereof, including but not limited to the right to modify or change the location of, or any parts of, or regrade or eliminate, roads, drives and/or walks. It also reserves unto itself easements and rights of way under, through, and over the Cemetery grounds and any and every part thereof for the purpose of laying, maintaining and operating, or altering or changing pipe line, conduits, gutters, sanitary sewers, and/or drains for sprinkling systems, drainage, sewers, electric or communication lines, or for any other purpose. The Stanhope Cemetery further reserves unto it and to those lawfully entitled thereto, a perpetual right to ingress and egress over and all plots, lots or graves, in the Cemetery for the purpose of passage and repassage.

D. For the purpose of performing work in any part of the Cemetery or on any plot or lot or part thereof, or on any grave, including but not limited to make excavations for any purpose, The Stanhope Cemetery reserves the right to enter upon and temporarily use any adjoining plot, lot or grave including but not limited to the right to place thereon such tools, derricks and or material as may be necessary to perform said work.

E. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial ground in which they are interred. In addition, the following must be adhered to:

- 1) The Stanhope Cemetery is open from dawn to dusk for the peaceful enjoyment of all. Anyone in the Stanhope Cemetery after dusk will be considered trespassing.***
- 2) Possession or consumption of alcoholic beverages or any illegal drug or Illegal substances or paraphernalia is not permitted on Cemetery grounds.***
- 3) No vehicle shall ever be driven at a speed exceeding 5 miles per hour***
- 4) No one, including but not limited to any gardener, monument or bronze plaque dealer, shall solicit business in the Cemetery or place any business cards upon any plot, lot or grave.***
- 5) All work and other activity must cease during the conducting of funeral services.***
- 6) Clean up after pets and keep them leashed at all times;***
- 7) Stay on the paved walkway unless you are visiting a grave;***
- 8) No skateboarding, rollerblading or bicycle riding is allowed in the cemetery; unless bike riding is the means of transportation to the cemetery.***
- 9.) Shrubs, trees, bushes or vines are not permitted.***
- 10.) Sod is not permitted. All graves are leveled, raked, and seeded by cemetery personnel at the appropriate time.***
- 11.) Flowers are not permitted to be planted on graves. Flowers may be planted within 12 inches around the base of the monument. In 2 grave plots or larger, flowers may be planted in front or on the sides of the monument within 12".***
- 12.) Winter decorations will be removed by March 1.***
- 13.) Spring decorations will be removed by June 1.***
- 14.) Solar Lights, beacons or similar battery-operated flameless items are permitted.***
- 15.) Glass containers and flame type accessories are prohibited.***

16.) Artificial, wood, plastic or silk accessories must be kept neat and “fresh looking”.

17.) Cemetery personnel will remove any violations of these rules.

18.) Any issues not covered in Rules and Regulations of the Stanhope Union Cemetery Association, inclusive of amendments) shall not be permitted until addressed by the Stanhope Union Cemetery Board of Trustees, their decision being final.

19.) NEW OR CHANGED RULES WILL BE POSTED IN THE CEMETERY OFFICE AND SUCH ANNOUNCEMENTS SHALL BE CONSIDERED SUFFICIENT NOTICE OF THE CHANGE.

XII. Disclaimer

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

B. The Stanhope Cemetery reserves the right to disinter the same and reinter the same in the correct or in the new location. The Stanhope Cemetery shall not be liable for damages for any such error or the consequences thereof, or for the correction thereof.

C. The Stanhope Cemetery shall be in no way liable for any delay in the interment of the remains/cremains needing to be housed in the Cemetery Chapel due to inclement weather.

D. The Stanhope Cemetery distinctly disclaims all responsibility for any loss or damage from causes beyond its reasonable control, including but not limited to damage caused by persons not in its employ, by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots or orders of any military or civil authority, whether the damage be direct or collateral.

E. The Stanhope Cemetery in the performance of any of its contracts or other legal obligations, shall not be liable for any delay (or the consequences thereof) caused by the elements, acts of God, strikes, lockouts, shortage of labor or material, the common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or orders of any military or civil authority, and or conditions beyond its control.

F. The Stanhope Cemetery shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence.

G. Person entering the Cemetery grounds shall do so only in connection with cemetery related matters, or buying plots or lots therein, are mere licensees and assume all risks.

H. The data obtained from the website has been collected from various sources and is for guidance and/or informational purposes only. Such data cannot be relied upon for legal and/or ownership purposes. Any and all individuals must conduct their own investigations with respect ownership of interment spaces, burial plots, graves, niches, and/or crypts. The Stanhope Cemetery makes a best effort to ensure accuracy but offers no warranties or representations as to the accuracy of content on the site. The Stanhope Cemetery assumes no liability or responsibility for any errors or omissions in the content or operation of the site.

ADOPTION OF RULES AND REGULATIONS

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

The Stanhope Union Cemetery Association Board of Trustees, on November 6, 2022; and hereby supersede any and all previous versions adopted by previous Boards of Trustees of this Cemetery.

By Order of the Board of Trustees of The Stanhope Union Cemetery Association