

# OUTLINE FOR ADMINISTRATION OF HAVURAH SHALOM CEMETERY

## I. Administration

A. The administration of the Havurah Shalom Cemetery shall be the responsibility of Havurah Shalom, having assigned these responsibilities to the Cemetery Committee.

The Cemetery Committee is authorized by the Steering Committee to interpret and execute the Rules and Regulations of the Havurah Shalom Cemetery.

The Cemetery Committee is authorized to use Cemetery Fund to purchase additional graves when sufficient funds are available.

All changes in fees must be approved by Steering Committee.

The Cemetery Committee is authorized to approve reductions in fees on a case-by-case basis, and to act when indigent burials are necessary.

B. The effective administration of the Havurah Shalom Cemetery will require ongoing coordination with Metro, the mortuary of choice, and the grave digger under contract with Metro.

This document sets forth the duties and responsibilities of all parties, as well as specific regulations established by Havurah Shalom.

### 1. Duties of the Cemetery Committee:

- a. Administrative authority of cemetery
- b. Coordinate grave open/close arrangements with Metro and/or grave digger.
- c. Recommend to steering committee to commence legal proceedings against estates for any unpaid fees, and provide required documentation.
- d. To respond to all inquiries and assist in selection and purchase of plots as required.
- e. To process all contracts with plot holders.
- f. Financial affairs of the Cemetery will be handled by the Havurah Finance Committee, which shall account for all funds received and receivable for the purchase of plots.
- g. The Cemetery Committee shall from time-to-time make recommendations to Havurah Steering or Executive Committee for modification of gravesite fees.

2. Responsibility of Mortuary
  - a. Yarmulkes, Kaddish cards, and memorial candle
3. Responsibility of Metro
  - a. To respond to our request for a grave digger within 24 hours of notice from Havurah Shalom.
  - b. Perpetual care
  - c. Maintain records of plot holder
4. Responsibilities of Grave Digger
  - a. Open and close grave (using hydraulic equipment)
  - b. Lower casket.
  - c. Replace sod over grave
  - d. Provide 6 chairs; additional chairs and awning available for fee.
  - e. Grave digger must be paid at time of service, weekdays after 3:30 p.m. at 1 1/2 time; Sunday, double time.

## **II. Burial Privileges**

A. Burial privileges shall be available to Jews, applying the Reconstructionist interpretation as applicable to children and converts and to their non-Jewish spouses desiring burial in an adjacent plot, provided however, that non-Jews may be buried in the family plot of a Jew as defined above.

B. Definition of a family plot: two or more graves.

C. Areas available for purchase: There are three separate areas available for purchase. Areas A and B comprise gravesites purchased before 2005, in the areas designated in the appendix below. Area C comprises gravesites in the contiguous areas purchased after 2005. Members and non-members are permitted to purchase gravesites in Areas A and B; Area C is reserved for members only.

D. Gravesite Price Schedule. Effective July 1, 2010, the price of a single gravesite for a Havurah Member is \$2,500 in Areas A and B, or \$1,320 in Area C.. The price of a single gravesite for non-members is \$ 4,500.

At the time of purchase, plots in Section A and B can be designated as a “double deep” plot to accommodate two burials for a price 50% higher than a single gravesite. Any additional costs required by Metro will be charged per burial.

As a general rule, no one who has been a member of Havurah for fewer than three years will be eligible to purchase a plot at the member price. However if a member who has previously purchased a gravesite at non-member rate dies within the first three years of membership, the member price still applies. A member who dies within the first three years of membership shall be eligible for burial in the cemetery at the member price.

#### E. Transferability of unused graves

1. No transfer or assignment of any plot or part thereof shall be valid without the prior express written consent of the Havurah Shalom Cemetery Committee and the filing with the Committee of proper assignment and such other instruments as may be required.
2. No burial in any plot shall be made or permitted by a plot owner for any consideration or remuneration.
3. No plot may be transferred from a member to a non-member.

### III. Provisions of Purchase

A, At the time full cash price is paid in full, Havurah Shalom shall execute and deliver to purchaser, or his/her assigns designated in writing, a license to use the plot(s) purchased and paid in full by the purchaser. Until such time, license to use such property and all rights thereto shall remain with Havurah Shalom. The license shall specify whether the plot allows for a flat or raised monument (see below).

#### B. Payment Schedule

1. Each individual grave must be paid in full prior to the opening thereof for burial.
2. Grave digger fees must be paid at time of service. ,
3. The Chair of the Cemetery Committee or the President has the discretion to accept a time payment schedule, recognizing the additional record keeping requirements necessary to account for such an arrangement. If payment is not made by specified time period, price may be adjusted to current selling price.

4. Site selection to take place upon receipt of 10% payment of grave price.

C. The cemetery shall be open for visitation from sunrise to sunset, per Metro Pioneer Cemeteries Rules and Regulations.

#### **IV. Markers and Plantings**

##### **A. Planting Allowable**

Any planting on gravesites will be allowed only at the discretion of the Cemetery Committee and Metro, after giving consideration to the suitability and maintenance requirements of the proposed planting(s).

The plot holder will be responsible to maintain the planting until maturity; after such time, Havurah Shalom will maintain the plant in the course of its routine maintenance, but will not assume responsibility for the condition thereof. Artificial flowers or shrubs are not allowed.

B. Monument work, gardening, planting and all other work upon any of the plots shall be done upon the order and the expense of the owner or owners of the respective plots or graves. Havurah Shalom reserves the right to supervise and control, but shall not be responsible for, any acts or omissions of any independent contractor. No monument or masonry work shall be done unless the drawings, inscriptions, plans and specifications therefor are first approved in writing by the Cemetery Committee.

C. Monument restrictions. No monument, ornamentation, embellishment or inscription shall be placed in or upon any plot or grave which is, in the opinion of Havurah Shalom, offensive or improper. Havurah Shalom reserves and shall have the right to remove any such offensive or improper monument, ornamentation, embellishment or inscription at the expense of the plot owner. In accordance with Metro regulations, only flat markers will be permitted in every other row, for maintenance reasons. The rows subject to such restriction will be so designated on the gravesite map. Any prospective purchaser shall be notified of such a restriction if applicable, and the restriction shall be noted on the license at the time of purchase. Havurah Shalom also reserves the right to remove monuments which violate this restriction.

D. If in the opinion of Havurah Shalom, any monument or other construction on any plot or any grave is broken or because unsightly or dangerous, or has settled, or become out of plumb, Havurah Shalom reserves the right to enter upon the plot or grave and to remove or repair such monument, or unsightly or dangerous part thereof, after attempted written notification to plot holder or plot holder's family (if feasible), and if plot holder's family is unable, unwilling, or unavailable to remedy the situation within a reasonable

period of time. All charges in connection with such work shall be the responsibility of the plot owner. Any omission of the part of Havurah Shalom so to act shall not relieve the owner of the plot of responsibility for permitting such conditions to exist. Havurah Shalom shall not be held responsible for any acts of vandalism, or damage therefrom.

**E. Dimensions and Specifications of the Grave Markers or Monuments.**

1. The largest single flat marker shall be 18 inches by 30 inches. The largest double flat marker shall be 18 inches by 48 inches. The double monument includes the collar.
2. Upright markers, where allowed, shall not exceed 36 inches in height.

**V. Ceremonies and Symbols**

A. The only religious ceremonies, symbols and rituals permitted in the cemetery are Jewish ceremonies, symbols and rituals. The Rabbi or the cemetery committee shall determine the appropriateness of all ceremonies, rituals, and symbols.

B. The only religious symbols and inscriptions permitted as or on headstones or monuments, shall be Jewish religious symbols and inscriptions. The Rabbi or the cemetery committee shall judge the appropriateness of all symbols and inscriptions.

**VI. Plot Selection**

A. Plots shall be chosen from those available, provided that proper care is taken with respect to choosing plots near trees. Plots will not be available for burial purposes that reside close to trees or in the elevated ground around trees.

B. Graves are 40 inches wide by 10 feet long with four inches between graves.

**VII. Provisions of Repurchase**

1. Should a person no longer wish to hold title to unused graves, Havurah Shalom shall repurchase said graves subject to their being resold. Unused graves will be repurchased at the price paid by the original plot holder. In no case, however, shall funds be repaid to the original plot holder until an equal amount is collected from the new plot holder.

**VIII. Availability of Rabbi**

- A. The rabbi of the congregation is available for burial services of members of Havurah Shalom and their families.
- B. For non-members, the rabbi of the congregation will officiate if willing and available. The fees for the Rabbi's services are not part of the purchase price.

**IX. Priority of Metro Agreement**

In the event any question arises that is not herein above addressed, the agreement between Havurah Shalom and Metro shall be binding.

Revised and approved by Steering Committee April 20, 2010

## **APPENDIX: Identification of Jones Pioneer Cemetery Gravesites by Area.**

Each number represents approximately six grave sites.

### **Area A:**

43, 44, 45, 57, 58, 59, 70, 71, 72, 73, 74, 75, 83, 84, 85, 86, 87, 88, 97, 98, 99, 100, 101, 102, 103, 110A, 111, 112, 113, 114, 115, 126, 127, 128, 129, 130, 131, 141, 142

### **Area B:**

251, 252, 253, 254, 255, 266, 267, 268, 269, 270, 271, 279, 280, 281, 282, 283, 284, 295, 296, 297, 298, 299, 300, 310, 311, 312, 313, 314, 315, 324, 325, 326, 327, 328, 329

**Area C:** (Note: Havurah has a right-of-first-refusal on all these sites, but not all have yet been purchased)

2, 3, 4, 18, 19, 20, 31, 32, 33, 47, 48, 49, 61, 62, 63, 77, 78, 79, 90, 91, 92, 105, 106, 107, 117, 118, 119, 133, 134, 135, 144, 145, 146, 154, 155, 156, 164, 165, 166, 174, 175, 176,, 181, 182, 183, 191, 192, 201, 202, 211, 212, 221, 222, 230, 231, 232, 241, 242, 243, 256, 257, 258, 272, 273, 274, 285, 286, 287, 301, 302, 303