

**CONGREGATION NEVEH SHALOM  
CEMETERY POLICIES  
May 5, 2011**

**DEFINITIONS**

- “Congregation”** means Neveh Shalom Synagogue, Portland Oregon.
- “Board”** means Neveh Shalom Board of Directors.
- “Committee”** means Neveh Shalom Cemetery Committee.
- “Cemetery”** means Ahavai Shalom Cemetery located at 9323 SW First, Portland.  
means Neveh Zedek/Rose City Lodge Cemetery located at 7925 SW Canyon Lane, Portland.
- “Member”** means a member of Congregation Neveh Shalom.
- “Monument/Marker”** means any memorial of stone, marble or other hard material used to mark an internment.
- “Fee Schedule”** means the list of charges and fees for various rights and services furnished by Congregation Neveh Shalom at either cemetery, and as may be shown on the schedule attached to these Policies, and as may be changed from time to time as recommended by the Committee to the Board of Directors.

**GENERAL PROVISIONS**

1. Legal title and ownership of the cemeteries shall be in the name of the Congregation.
2. The Cemetery Committee shall have the authority to regulate the use of the cemeteries subject only to these policies and as they may be amended from time to time by the Board.

**RIGHTS OF BURIAL**

1. Rights of burial in the cemeteries shall be granted to persons only in accordance with the rites and customs of Conservative Judaism, as determined by the Committee on Law of the Rabbinical Assembly of America and interpreted by the senior Rabbi of Neveh Shalom.
2. For purposes of burial, a member is only entitled to a grave for his/her self and for dependent children. Dependent children are those supported by member parents through age 23 or having completed their education and those physically or mentally handicapped and are supported by and/or institutionalized by the member.
3. Grave plots or mausoleum spaces shall not be transferred or reassigned without consent of the Board or its appointed representative.

4. If a surviving spouse chooses not to retain his/her membership in the Congregation but wishes to retain a cemetery plot, non-member plot and burial charges will be assessed. The plot fees must be paid within 180 days of resignation in order to retain a reservation.
5. A cemetery plot belongs to each member after 3 years of membership in good standing. If the plot is needed prior to the 3 years, plot fees will be charged on a pro-rated basis. Members may reserve specific plots at any time. Non-members may make such reservations upon payment of the non-member plot fee.
6. In the event a body is disinterred from any burial lot or mausoleum space in the cemeteries, any further right or privilege in said lot or space shall revert to the Congregation.
7. Caskets must have handles and shall be used for all burials. Grave liners shall also be used for all burials so as to minimize the sinking of the grave.

#### **FEES**

1. The price for cemetery plots, mausoleum spaces, perpetual care/maintenance, opening and closing of burial plots and other services in the cemeteries shall be such amounts as may be recommended by the Cemetery Committee and determined by the Board. Perpetual Care/Maintenance does not include repair of curbing or monument or any other privately contracted work. The Cemetery Committee will review the fee schedule not less than every three years.
2. In special and financial hardship cases, the Executive Director or Membership Director of Congregation may authorize a lesser fee than shown on the fee schedule.
3. Permission for burial in any grave or crypt shall be granted only if indebtedness for membership dues and any other assessments due the Congregation by the member are fully paid. A member not in good standing shall pay non-member fees.
4. Charges are to be paid in full within 3 months after burial, unless a special arrangement is made with the Executive Director or Membership Director. A finance charge in the amount of 10% of the outstanding amount can be assessed after 3 months on an outstanding fee, unless prior arrangements have been made.
5. Non-members will be charged a non-member fee for plots and mausoleum spaces as well as for opening and closing, perpetual care and maintenance. A handling fee equal to 10% of the total purchase price will be charged on any refunds of crypt or plot purchases. Non members must pay the plot fee in full at time of need or within 90 days of a pre-planning purchase.

6. A member who purchases a mausoleum crypt and subsequently resigns shall be assessed the difference between the current member and non-member crypt fees. Said differences shall be paid within 180 days of resignation or the crypt will be forfeited.

## MONUMENTS

1. Monuments/markers must be provided to identify all ground/mausoleum internments within 1 year from the date of burial.
2. CONDITIONS – The following requirements must be met before a monument/marker may be placed:
  - a. All synagogue accounts should be in good standing. The plot, burial fees and perpetual care must be paid in full.
  - b. Plots receiving any reduced price assistance may not erect a monument valued in excess of one thousand dollars (\$1,000.00)
  - c. Inscriptions, fittings and nameplates for crypts must be approved by the committee or its representative.
3. DEALERS:
  - a. Monuments, foundations and curbing may be purchased from and installed by providers that have been approved by the committee.
  - b. Said dealer must schedule any work at the cemetery with the synagogue office or the Cemetery Sexton, giving 48 hours notice. Installation is subject to postponement if it conflicts with a burial. **Please note gate at Ahavai Shalom is locked from 3:00 pm to 7:30 am next day.** The cemeteries are closed on the Jewish Sabbath and Holidays.
  - c. The monument dealer is responsible for removing all forms and debris as a result of installing the monument and will remedy any damage to property caused in the placement of the monument.
  - d. It is understood that neither Neveh Zedek nor Ahavai Shalom Cemeteries nor Neveh Shalom synagogue accepts liability for the delivery, setting, quality of materials, accuracy of engraving, workmanship or longevity of any markers sold or set by any contractor.
4. FOUNDATION:
  - a. Monuments must be placed on a foundation at least 6 inches deep.
  - b. Concrete foundations must be fully cured before placing the monument.
  - c. Care must be taken to ensure the foundation and monuments are level.
5. DIMENSIONS:
  - a. Height – Not to exceed forty-eight (48) inches.

- b. Side to Side – Not to exceed forty (40) inches for a single plot, or eighty (80) inches for a double plot.
- c. Head to Foot – Not to exceed ninety-one (91) inches for ledgers (grave covers) or curbing.

6. REQUESTS:

- a. Any and all requests for information shall be submitted to the Neveh Shalom synagogue office.
- b. Unveiling dates will be made only through the Neveh Shalom synagogue office.

7. FOUNDATION:

- a. Monuments must be placed on a foundation at least 6 inches deep.
- b. Concrete foundations must be fully cured before placing the monument.
- c. Care must be taken to ensure the foundation and monuments are level.

8. MAINTENANCE:

- a. Plots with ledgers, curbing, rocks, plants, shrubbery or trees must be maintained by the family.
- b. No gardening tools should be left on the premises.
- c. Trees should be limited to dwarf varieties.
- d. No planting may obstruct the view of the engraving on the monument. Growth should be maintained so as not to exceed the dimensions defined in number 5.
- e. The Cemetery Committee reserved the right to:
  - Inspect monuments/markers.
  - Remove any trees, shrubbery or plants that are dying, dead or overgrown, without the consent of the family.
  - Remove any broken curbing not maintained by the family.

**GIFTS**

- 1. Gifts to the cemeteries will be considered by the Committee upon any proposal presented to them. The Committee may, at its discretion, accept or deny any proposed gift.
- 2. The Committee may request a gift donor to contribute an appropriate amount over and above the actual cost of the gift item intended for its naming, maintenance and repair in perpetuity.

**GENERAL**

- 1. The Committee will oversee the maintenance of the cemetery grounds. The Committee shall not be responsible for the planting or replacement of any shrubbery or flowers on an individual or family plot, nor any repairs of damaged, deteriorated or eroded stones, foundations, markers or monuments. The deceased's family at its

own expense must complete such repairs within 60 days of receiving notice thereof. Otherwise, such repairs may be made by the direction of the Committee and the family will be assessed the cost thereof.

2. The Congregation will provide the appropriate Neveh Shalom staff to maintain a proper set of accounts for the cemetery as well as a record of plots, lots, and crypts allocated or reserved and to maintain a record of interments showing the names of all persons buried in the cemeteries and mausoleums.
3. The Board's decision as to the meaning or construction of any of these rules and regulations shall be controlling. Should any condition arise not covered by these rules, the matter shall be resolved by the Committee, subject to review by the Board.
4. In the event that a member holding a reservation on any graves, plots or crypts violates any provisions of these by-laws or any amendment thereof, then notwithstanding anything herein contained, the graves, plots, or crypts shall completely revert to the Congregation, and all monies paid thereon shall be forfeited to the Congregation.
5. Requests for exceptions to the above policies shall be referred to the Committee.