

**BY-LAWS OF  
BETH HILLEL SYNAGOGUE  
MEMORIAL PARK CORPORATION**

**ARTICLE I  
PURPOSE AND DEFINITION**

SEC. 1. This corporation has been organized for the purpose of acquiring, maintaining, and administering cemetery grounds, one section which shall be used as a permanent burial place for members of the Jewish Faith, and one section which may be used for interfaith couples/families (hereinafter called "Interfaith Section "). All rights and obligations set forth in the By-Laws shall apply to both Sections of the Memorial Park, except as otherwise specifically provided herein or by the Rules adopted from time to time by the Trustees of the Corporation pertaining to the Interfaith Section of the Memorial Park.

SEC. 2. "Cemetery" shall mean any cemetery (hereinafter called "Cemetery" or "Memorial Park") owned by Beth Hillel Synagogue Memorial Park Corporation (hereinafter called "Corporation").

**ARTICLE II  
ELECTION OF BOARD OF TRUSTEES AND OFFICERS**

SEC. 1. The Board of Trustees of the Corporation (hereinafter called "Trustees"), shall be elected for a two (2) year period by the members of the Corporation at an annual meeting called for such purpose.

SEC. 2. The Board of Trustees shall consist of a minimum of fourteen (14) Trustees, seven (7) of whom shall be elected in odd numbered years and the remaining seven (7) of whom shall be elected in even number years. All Trustees shall be elected for a two (2) year period.

SEC. 3. The officers, who shall be nominated and elected by the Board of Trustees at the first meeting, shall be: President, Vice-President, Secretary and Treasurer. These officers shall maintain their positions for a period of one (1) year unless re-elected by a majority vote of the entire Board of Trustees. Officers shall be Members of the Board of Trustees.

**ARTICLE III  
QUORUM**

No less than seven (7) members of the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees.

**ARTICLE IV MEMBERSHIP AND DISSOLUTION**

Sec. 1. If Beth Hillel Synagogue should dissolve, the Memorial Park Corporation shall continue to exist. The members in good standing of Beth Hillel, as recorded on the day prior to dissolution, shall constitute the members of the Memorial Park. At such time as there are less than 15 individual members, the Corporation would dissolve and arrange an appropriate dissolution of assets in coordination with the Hartford Jewish Federation.

Sec. 2 Any member in good standing of Beth Hillel Synagogue, currently located in Bloomfield, Connecticut, is a member of this Corporation.

## **ARTICLE V DUTIES AND OFFICERS**

Sec. 1. The Officers of the Corporation shall be elected from members of the Board of Trustees.

SEC. 2. **PRESIDENT.** The President shall be responsible for the general welfare of the Memorial Park Corporation. President shall preside at all meetings of the Corporation and Board of Trustees. President shall appoint Chairpersons for each committee, unless otherwise provided by these Rules and Regulations, serve as ex-officio as a member of all committees, and designate the time and place of all meetings of the Corporation and of the Board of Trustees.

SEC. 3. **VICE-PRESIDENT.** The Vice-President shall perform the duties of the President in his absence.

SEC. 4. **SECRETARY.** The Secretary shall keep a record of all meetings of the Corporation and of the Board of Trustees. It shall be the duty of the Secretary to assist the officers and Board of Trustees in a secretarial capacity whenever necessary. The Secretary shall keep a list of the names of all members, and a record of all correspondence.

SEC.5. **TREASURER.** The Treasurer or his or her designee shall send bills for, and collect all payments due to the Memorial Park Corporation; shall receive all monies and deposit them to the credit of the Corporation in such bank or banks as the Board of Trustees shall direct; shall pay all legal obligations of the Memorial Park Corporation. He shall keep an account of all receipts and disbursements; submit financial reports to the Board of Trustees and to the membership of the Corporation at business meetings upon request, and shall submit his records for audit prior to the Annual Meeting or upon request of the Board of Trustees at any time

## **ARTICLE VI NOMINATING COMMITTEE**

SEC.1.A Nominating Committee of six (6) members shall be appointed by the President of the Board of Trustees. This Nominating Committee shall consist of three (3) members of the Board of Trustees, the liaison from the Board of Directors of Beth Hillel Synagogue, and two (2) members of the Corporation who are not members of the Board of Trustees.

SEC.2. **AUDITING COMMITTEE.** An Audit Committee of two (2) members, other than officers of the Corporation shall be appointed by the Board of Trustees at the March meeting for the purpose of auditing the Corporation's financial records, in the two week period immediately preceding the Annual Meeting. This Committee shall present a written report at the Annual Meeting. An outside review shall be obtained every five (5) years. A full audit shall be obtained at the discretion of the Board.

## **ARTICLE VII MEETINGS AND DATES**

SEC.1.The Corporation's Fiscal Year shall commence each July 1st and end on the following June 30<sup>th</sup>.

SEC.2.The Annual Meeting of this Corporation for the nomination and election of the Board of Trustees shall be held in May; the time, place and date to be chosen by the President of the Corporation. Notice of the Annual Meeting, together with the names of the nominees for the Board of Trustees selected by the Nominating Committee, shall be sent by either first class mail, or e-mail, to the members of the Corporation at their last known mailing or e-mail address at least 10 days prior to the date of the meeting.

SEC.3. Regular Business Meetings shall be held at least once every calendar quarter; the date, time and place to be chosen by the President of the Corporation.

SEC.4

A special meeting of this Corporation may be called by the President whenever necessary. A special meeting of this Corporation for the express purpose of dealing only with the matter(s) brought forward shall be called by the President upon written request of 15 members in good standing of this Corporation

SEC.5. For purposes of any meeting of the Members held under this Article VII, a quorum shall be defined as five (5) percent of the members in good standing of this Corporation. Notice for Regular and Special Meetings shall be the same as that required for the Annual Meeting set forth herein.

SEC.6.

In the absence of a quorum, the following rules shall apply:

The election of the nominees for the Board of Trustees shall be deemed to have passed by default.

The matters brought before the special meeting shall be deemed to have not passed.

## **ARTICLE VIII PARLIAMENTARY AUTHORITY**

Roberts' Rules of Order, Revised, shall govern this Corporation in all cases to which they are applicable and in which they are not inconsistent with these By-Laws.

## **ARTICLE IX AMENDMENTS**

These By-Laws may be altered, amended, or added to from time to time, but no such amendment shall be valid and binding unless the same shall be first submitted in writing to the Board of Beth Hillel Cemetery Corporation, approved by such Board, and then approved by a vote of 51% of the members present at a regular or special meeting of the Beth Hillel Cemetery Corporation, and provided that due notice is given to the members prior to such meeting that such proposed amendment will be acted upon at such meeting. All business procedures shall be governed by Robert's Rules of Order, except as otherwise provided by these By-Laws.

## **ARTICLE X CEMETERY PLAN**

SEC.1. The Memorial Park Sections are each divided into plots and graves, each plot numbered as shown on a plan on file in the Office of Beth Hillel Synagogue Memorial Park Corporation, Bloomfield, Connecticut.

SEC.2. The number of graves each plot accommodates is and will be shown on this plan, and no interment will be permitted in any plot in excess of the number indicated on this plan, or in a manner different from that indicated on this plan.

## **ARTICLE XI RIGHTS OF INTERMENT**

SEC.1. The payment of the full purchase price and the signing of a contract by the Trustees and the purchaser shall confer upon the purchaser the right to interment in a plot or grave in the designated Section of said

Memorial Park, but shall not convey title to any land in said Memorial Park and shall confer only such rights and privileges as set forth in these By-Laws.

SEC.2. The grant of a right to interment in any plot or grave shall confer the exclusive right of interment therein for the purchaser, the parents of the purchaser, the purchaser's spouse, domestic legal partner, the parents of the purchaser's spouse, the purchaser's unmarried children. The purchaser shall indicate the name and relationship to the purchaser if known, of those people for whom each grave is to be used. The Board of Trustees shall be advised in writing by the purchaser of any requested change in this assignment of individual graves. All changes in the assignment of individual graves shall be approved by the Board of Trustees.

SEC.3. The right to purchase a right of interment in the designated and approved Section of the Memorial Park shall be available at the members cost only to members of Beth Hillel Synagogue or its Brotherhood/Sisterhood. Non-members of Beth Hillel Synagogue shall be encouraged to join the synagogue at the time of purchase. Such purchase shall be in accordance with the conditions contained in Article XIV.

SEC.4. All rights set forth in this Article shall pertain only to members of the Jewish faith. The rights of non-Jewish individuals interred in an Interfaith Section of the Memorial Park shall be governed by Article 22 herein.

SEC.5. All burials shall be made in accordance with traditional Conservative values as prescribed by United Synagogue of Conservative Judaism (USCJ), unless otherwise provided for herein as it related to an Interfaith Section of the Memorial Park.

## **ARTICLE XII PRICES AND CHARGES**

SEC.1. The Board of Trustees of Beth Hillel Synagogue Memorial Park Corporation (hereinafter referred to as the "Trustees") shall prescribe a schedule of prices and terms of payments for all plots and graves, and of prices and rates for the care and maintenance of such plots and graves for those who have rights of interment, and schedule of charges for opening and closing graves, lowering devices, evergreens, matting and tents, and for any other services.

SEC.2. The Trustees may change such schedules, which charges shall then be distributed to members of Beth Hillel Synagogue.

SEC.3. The Trustees may, in special cases, permit interments and make adjustments in scheduled prices.

## **ARTICLE XIII PARTIAL PAYMENTS**

In all cases of partial payments on plots for graves, the Trustees shall obtain from the purchaser a contract which shall be countersigned by the President of the Corporation and shall include the following provisions:

- (a) Identification of plot together with the designated Section of the Memorial Park
- (b) Price
- (c) Terms of payment
- (d) Charges for delinquency in payment
- (e) A provision that no interment shall be permitted until the full purchase price has been paid; and provided, if applicable, further that all obligations due Beth Hillel Synagogue which shall have matured have been paid.
- (f) A copy of the conditions of the document of purchase is to be given the purchaser

(g) A clause specifying the rights of the Corporation in case of any default, which shall read as follows:

"Upon failure of the purchaser to comply with the terms hereof, all sums paid to the Corporation for said plot or grave shall be forfeited, all rights of the purchaser and anyone claiming any rights through him, in said plot shall terminate, and the Corporation may, after thirty (30) days notice by Registered Mail to the purchaser at the address of the purchaser appearing on its books, take immediate possession of said plot or grave and sell or dispose of it at all sums paid by the purchaser or any person or persons claiming by, through or under said purchaser shall be retained by the Corporation as liquidated damages."

## **ARTICLE XIV CONDITIONS**

Every document of purchase shall contain the following conditions:

1. The purchaser agrees for himself, his heirs and assigns, to comply with all By-Laws of Beth Hillel Synagogue Memorial Park Corporation and the Trustees relating to the Memorial Park, both such as exist at the time of the purchase and as they may thereafter be amended,

2. The purchaser agrees for himself, his heirs and assigns to pay Beth Hillel Synagogue any and all obligations of whatsoever kind or nature owing by him to Beth Hillel Synagogue prior to any interment and the Trustees may refuse to permit any interment until such obligations are paid in full.

3. The purchaser agrees for himself, his heirs and assigns that should he withdraw from membership in Beth Hillel Synagogue, or be expelled therefrom, he will make such payments as may be required by the By-Laws relating to the Memorial Park as they may then exist or be hereafter enacted, and will pay such sum or sums for the care and/or maintenance of his plot or grave as may be required by the then existing By-Laws.

### Non-member Participation

4. Non-member status shall be the position maintained by a plot or grave purchaser who is not a member of Beth Hillel Synagogue at the time of his purchase; or a plot or grave owner who loses his membership in the Synagogue. In this latter instance he shall automatically lose his membership in this Corporation, and be subject to non-member regulations. Non-Jewish family members shall not be considered members of Beth Hillel Synagogue for purposes of these By-Laws.

5. All purchasers shall be subject to the rules and regulations concerning such purchases, as are now in effect or may be promulgated by the Corporation in the future.

6. When a member purchaser shall become a non-member, the difference between the non-member and member fees at the time of the original purchase shall be immediately due and payable, except that a surviving spouse of a member already interred in this cemetery shall not be subject to the provisions in this section.

## **ARTICLE XV CEREMONIES AND SERVICES**

Only such ceremonies and services as are sanctioned by the Board of Trustees and the Rabbi of Beth Hillel Synagogue shall be permitted on Memorial Park grounds.

## **ARTICLE XVI TRANSFERS OR SALES**

No transfer or sale of a conveyed plot or grave shall be made to any person or organization except to this Corporation. Such transfers shall be accepted at a regular meeting of the Trustees by two-thirds vote of the Trustees present at such meeting; at which a quorum is present; provided all Trustees are informed of such meeting at least five (5) days prior to the date of said meeting; provided, further, that payment of such transfer shall be made only if there shall be no interment on said plot or grave, and that the purchase price if any for the re-purchase shall not exceed the total amount paid by the original purchaser.

## **ARTICLE XVII THE MAINTENANCE FUND**

All money received for maintenance shall be kept in a separate fund and shall be used for maintenance purposes only. This fund shall be invested in such ways as the Trustees may, in their discretion, determine.

## **ARTICLE XVIII MAINTENANCE - MEMORIAL PARK RULES**

SEC.1.The Trustees shall, at all times, maintain supervision over the Memorial Park and all work done thereon.

SEC.2.Plot and grave purchasers shall have the right to erect one monument for each plot and/or a marker for each grave. Design, quality and dimension, the inscription thereon, and the extent of the foundation thereof, must be submitted to the Trustees for approval.

SEC.3.All materials and refuse remaining after a monument or marker has been erected, must be removed immediately.

SEC.4.If any monument or marker is erected or any inscription placed upon the same shall, in the opinion of the Trustees, be improper, offensive, or not in keeping with the general appearance of the Memorial Park, the Trustees will have the right and duty to cause the removal and/or correction of the same at the expense of the purchaser and/or his estate.

SEC.5. No single or family plot or grave shall be enclosed by a fence, railing, coping, hedge, shrub, embankment or other obstruction.

SEC.6. No work of any kind will be permitted on the Memorial Park unless permission therefore is first obtained from the Trustees. The Trustees shall have the right to pour the foundation for monuments and charge the monument maker therefor. The Trustees shall approve of all contractors performing services within and upon the grounds of the Memorial Park.

SEC.7. Any work done upon any plot, grave or monument, by employees of the Trustees other than the regular care and maintenance, will be charged to the plot or grave purchaser, his estate, or his heirs or assigns.

SEC.8. No work will be permitted on the Memorial Park on the Sabbath or any Jewish Holidays.

SEC.9.The purchaser or his heirs and assigns, agrees to all financial responsibility for gravestone maintenance, where the responsibility is not incurred by the Memorial Park Committee or its contractors. Vandalism

damages and all expense of such damages will be the responsibility of the purchaser. If the purchaser does not repair or maintain the erected gravestone on conformance to Memorial Park standards, the committee will choose a contractor to repair or replace the monument at the purchaser's expense. The purchaser or his heirs and assigns will be billed upon completion of the work.

## **ARTICLE XIX REMOVALS**

SEC.1.No body which has been interred in the Memorial Park shall be removed therefrom without the written permission of the Trustees, and until the laws of the State of Connecticut have been followed.

SEC.2.All laws rules, regulations and ordinances of the State of Connecticut and local authorities relating to disinterment must be followed.

SEC.3.If the removal of a body interred in the Memorial Park should be required because of non-conformance with these By-Laws, the Trustees will have the right and duty to cause the removal of same at the expense of the purchaser and/or his estate.

## **ARTICLE XX PUBLICATIONS**

All By-Laws shall be printed and distributed to the purchasers of plots and copies thereof shall be available in the Office of Beth Hillel Synagogue relating to Memorial Park privileges.

## **ARTICLE XXI EXEMPT ORGANIZATION PROVISIONS**

SEC.1.Notwithstanding any other provision herein, this Corporation is organized exclusively for the purpose of operating the cemetery, all as permitted under section 501(C)(13) of the Internal Revenue Code of 1986, as amended, and shall not carry on any activities not permitted thereunder by an exempt organization.

SEC.2. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided by Internal Revenue Code section 501(h), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate fro public office.

SEC.3. No part of the net earnings of the Corporation shall inure to the benefit of any member, trustee director, officer thereof, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation), and no member, trustee or officer of the Corporation or any private individual shall be entitled to share in the distribution of any corporate assets upon the Corporation's dissolution.

SEC.4. In the event of dissolution, all of the remaining assets and property of the Corporation shall, after payment of necessary expenses thereof, be distributed as a first preference, to another Jewish cemetery organized as a non-profit organization in compliance with Section 501(c)(3) or 501(c)(13) of the Internal Revenue Code, or as a second preference, to such Jewish organizations as qualify under section 501(C)(3) or 501(C)(13) of the Internal Revenue Code of 1986 as amended, which in the judgment of the Board of Trustees and Members will best accomplish the general purposes for which the Corporation was formed as more fully set forth in Article I herein. If the Jewish Federation of Greater Hartford is in a position to assume maintenance of the cemetery, then it would be an appropriate choice for the transfer of assets and property.

## **ARTICLE XXII INTERFAITH SECTION**

SEC. 1. The Corporation may set up a separate section for interfaith couples and families (hereinafter called "Interfaith Section"). The Interfaith Section shall be a separate Section that is clearly marked and identified by a physical or visible boundary divider, and will allow the interment of individuals in an interfaith relationship and, if approved by the Trustees, immediate family members as defined in these By-Laws. The separation of the Jewish and Interfaith Sections shall be in accordance with Halacha as interpreted by the Conservative Jewish movement and in consonance with Teshuvot approved by the Committee on Jewish Law and Standards.

SEC. 2. As appropriate, the Trustees shall set up a statement of fees, charges, and Interment Rules for the use of the Interfaith Section, which may be modified from time to time by the Trustees.

### SEC 3. REASONS FOR INTERFAITH SECTION

The reasons for the Interfaith Section and procedures for its operation are presented below.

The need for an interfaith cemetery is an increasingly recognized facet of contemporary Jewish life. The need is reflected in both discussions within the community and in a series of Teshuvot (legal rulings) by the Committee on Jewish Law and Standards of the Conservative Movement.

The most recent Teshuvah was issued in 2010, entitled, "Burial of a Non-Jewish Spouse and Children". The questions asked in the teshuvah are: "May a non-Jewish spouse or children of an interfaith marriage be buried in a separate section of a Jewish Cemetery?" and "If so, what kind of ceremony should it be, and who should officiate at the ceremony?"

After going through the traditions and legal discussions of burial throughout the centuries, the teshuvah concludes and gives the following summary of the situation before going to its halachic rulings: *"a thousand year custom should be respected and not lightly discarded. Nevertheless, we live in different times. Our relations to non-Jews are very different than in the past. Many of us have non-Jews in our families. All of us know non-Jews who are strongly connected to the Jewish community although they have chosen not to convert and retain their status as non-Jews. In regard to the question of interfaith marriages, we must be sensitive to their feelings and make them feel welcome in our communities. In addition, non-Jewish spouses and children who are involved in our synagogues, while not Jewish, are nevertheless part of our community. Our tradition has continually evolved in our understanding and differentiation of non-Jews. We must respect those who have married Jews and have raised Jewish families and are connected to the Jewish community.... It concludes: "We must be sensitive to the commitments that were made with those who have already been buried under the assumption that only Jews would be buried with them. Hence we recommend the creation of "mixed burial" sections in Jewish cemeteries where non-Jewish spouses and children may be buried alongside Jews."*

The following specific procedures apply to the new Interfaith Section:

- A. The Rabbi of Beth Hillel Synagogue shall normally officiate at all burials in the Interfaith Section.
- B. With the consent of the Rabbi of Beth Hillel Synagogue (or of the President of the Congregation if the Rabbi is not available to provide such consent), a guest rabbi or guest cantor may officiate at a funeral service in the Interfaith Section.

C. With the consent of the Rabbi of Beth Hillel Synagogue, a member of the non-Jewish clergy may participate at a funeral service conducted by the Rabbi, it being understood, however, that such participant has met with the Rabbi to address the parameters for such service. It is strongly recommended that interfaith families meet with clergy well in advance to obtain an understanding of mutual desires. There is no halachic (Jewish law) restriction to Jewish clergy officiating over a funeral or burial service of one who is not Jewish. These recommendations only apply to funeral services that occur in the Interfaith Section.

D. No cremated remains may be interred in the Interfaith Section.

E. Only a Jewish person or someone purchasing on behalf of a recently-deceased Jewish person (in which case, such Jewish person shall be deemed to be the purchaser for purposes of these Rules and Regulations) will be eligible to purchase a lot in the Interfaith Cemetery Section.

F. No burial will take place on Shabbat or any festival day the Cemetery is closed.

G. All Jews (but not non-Jews) must have tahara and must be buried in tachrichin. The servicing funeral home will provide documentation attesting that these rituals have been completed. The ritual of tahara is uniquely tied into the covenantal concept of Judaism. Just as one who is not Jewish would not be called for an aliyah or to chant Torah, a member of the congregation should not expect the community to carry out tahara for an individual who is not Jewish. This is both to honor the choice of the individual in their chosen religion as well as to respect traditions unique to Judaism and the Jewish people.

H. Although caskets do not need to be “Orthodox”, cement liners (or vaults) are required for all lots. No metal caskets will be allowed, no crosses or other non-Jewish religious articles may be placed in or on the casket.

I. Grave stones and markers and other grave decorations will bear no crosses or religious references to divine entities or deities other than Jewish markings. Non-Jewish biblical, liturgical, or extra-canonical verses or symbols will not be allowed. All grave markers will be subject to the General Rules and Regulations of the Cemetery, as in effect from time to time. Quotations from non-Jewish sources, not specifically referencing non-Jewish deities would be acceptable.

J. It is a Jewish custom not to place flowers at the graveside or include flowers in a Jewish burial service. Therefore, flowers are not permitted at the burial service of a person who is not.

K. The BHS Cemetery Corporation shall create a contract that contains a copy of these policies and procedures, that commits the purchaser to agree to the policies and procedures, and that is sufficient to give the Congregation an enforceable right. Said contract is to be signed by a purchaser at the time of purchasing a lot within the interfaith cemetery.

L. A traditional demarcation boundary will be established surrounding the Interfaith Section.

**ARTICLE XXIII  
GENDER CLAUSE**

Any reference to gender in this document shall apply both to males and to females.

Approved by the Board of Trustees on May 4, 2015

Attested to on June 14, 2017 by:

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Alan Goodman, President

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Robert Berman, Secretary