

Part 2

The Chai Gardens

The Chai Center has consecrated about 100 graves in New Montefiore in Wellwood.

One does not like to think about death, but the loss of a loved one is a tragedy every household will experience at some time. Many of us have made “Pre-Need” arrangements in order to provide our family with peace of mind and relieve them of a financial burden. When a death does occur, families are often poorly prepared to deal with the associated problems and costs. Purchasing in advance a burial plot for interment removes one major stressor associated with the passing of a loved one. If you make your wishes clearly known in advance, your spouse or children will never have to ask: “...did I do the right thing; did I do what they would have wanted?”

The Chai Center strongly urges you to fill out the enclosed “My Burial Wishes” card, which is printed in the back of this booklet, and to distribute copies of the form to Rabbi Saacks, funeral director, your doctor, lawyer, and family members.



Chai Gardens Cemetery Plots Rules and Policies

Introduction

The following rules and regulations have been adopted by the Board of Directors of The Chai Center, a religious, non-profit corporation, owner of the Chai Gardens. For the mutual protection of owners of interment rights, all owners of interment rights within the Chai Gardens, and all interment rights sold therein, shall be subject to these rules and regulations as they now exist and as they may reasonably be amended or altered hereafter by the board of directors of The Chai Center.

For pricing of burial services, please obtain a current price quote from a local funeral home. The Chai Center is the sole owner of The Chai Gardens and retains ownership of all plots at The Chai Gardens. The Chai Center's contract to place the deceased remains in a plot at The Chai Gardens is for the interment rights only.

Owners of interment rights in the The Chai Gardens at New Montefiore are bound by current and any future New Montefiore rules, and current and any future The Chai Center rules. The Chai Center rules govern where they are more restrictive than New Montefiore rules.

DEFINITIONS

A. "Jewish Law" means adherence to Jewish laws, traditions and customs in accordance with the "Halacha" as recorded in the Code of Jewish Law known as "Shulchan Aruch" as interpreted by the Rabbi of The Chai Center.

B. “Shabbat” is the sacred Jewish day which begins at sundown on every Friday evening and ends one hour after sundown on each succeeding Saturday evening.

C. “Jewish Holiday” refers to holidays on which no labor may be done according the Jewish law. Each holiday begins at sundown on the holiday’s eve and ends one hour after sundown on the concluding day.

D. “Rabbi” refers to the current serving rabbis at The Chai Center.

Halachic Rules

The Chai Gardens is maintained and operated following the Jewish law. Interment rights will be sold only to persons of the Jewish faith according to Jewish law.

No cremated remains shall be buried in The Chai Gardens unless death has resulted from accidental burning.

It is important that all bodies be prepared in accordance with Jewish law which includes the Tahara ritual performed by an appointed Chevrah Kadisha as well as the use of shrouds.

Any religious matters pertaining to interment or disinterment’s shall be decided only by the Rabbi.

General Rules

No interment, disinterment, unveiling, or delivery or work of any kind shall be permitted on Shabbat or Jewish holidays.

Disinterment shall be permitted only in accordance with Jewish law and with the written approval of the Rabbi.

No interment shall occur unless and until the interment rights have been paid for.

No owner of interment rights may sell or otherwise transfer his or her interment rights except in compliance with this paragraph and the applicable sections of New Montefiore Rules. Before an owner may sell or otherwise transfer his or her interment rights to any other person, the owner shall first give written notice of an intention to sell or otherwise transfer his or her interment rights, and The Chai Center shall have the right, but not the obligation, exercisable within forty-five (45) days from receipt of the notice, to repurchase the interment rights from the owner, at the price the owner paid for the plot, without interest. If The Chai Center does not exercise its right of first refusal as provided in this paragraph, the owner shall have the right to sell or otherwise transfer his or her interment rights only (1) to an individual of the Jewish faith based on Jewish law, and (2) only for the price that the owner originally paid without interest thereon. Transfers require a written agreement in form and substance acceptable to The Chai Center from the transferee to be bound by and comply with The Chai Center rules and New Montefiore rules, and any and all transfers of any interment rights must receive the written permission of the Rabbi.

The owner and transferee shall provide The Chai Center copies of the written agreements providing for the transfer of the interment rights. For purposes of giving notice under this Paragraph, The Chai Center may be contacted by mail at: 501 Vanderbilt Parkway, Dix Hills, NY 11746.

Each grave site and the entire The Chai Gardens is maintained by New Montefiore Cemetery. Please contact New Montefiore Cemetery directly to inquire about perpetual or annual care prices directly. Their phone number is (631) 249-7000

Only one casket may be placed in each plot. The locations of each gravesite will be assigned on a first-come, first-served basis. As such, spouses or family members wishing to be interred in adjacent plots must purchase interment rights simultaneously to ensure the availability of the desired locations.

Monuments and Markers

Each burial site must have a monument in place within one year of burial.

Monuments size and color are restricted by the New Montefiore policies. This section does not allow for double stones.

All monuments must be approved in writing by the Rabbi before being installed.

Photographs of the deceased may not be incorporated in the design of the monument.

No flower vases will be permitted as permanent installations in conjunction with a headstone or other marker.

Each monument must include the person's name in Hebrew lettering, and preferably the birth date and day of passing in Hebrew. Inclusion of English names and/or dates is optional.

The maintenance and upkeep of a monument is the responsibility of the heirs of the deceased. Any monument which is damaged, whether by acts of nature, vandalism, or is deemed by the cemetery committee to have become a hazard or unsightly shall be repaired and/or replaced at the heirs' expense.

The Chai Center Cemetery Related Fees:

The following fees and charges were approved by The Chai Center board of directors.

Interment Right:

4000.00 per individual grave

The payment structure is as follows;

50% of the total shall be received upfront and then the other 50% at within six months

No interment shall occur unless and until the interment rights have been paid for.

My Burial Wishes

In recognition of the fact that there may come a time, after my death, when decisions will need to be made with regard to the care and disposition of my body, it is my desire and I, _____ Hebrew name and the names of parents _____ do hereby direct that; I object to any autopsy of my body except when permitted by Jewish Law; My funeral should be conducted with the dignity and respect accorded by Jewish law; Designation of Rabbi or Alternate; promptly, upon my death, in addition to or in absence of my family, please notify: Rabbi: _____ Address: _____ Tel. Day: _____ Eve: _____

I request that any questions that may arise at the time of my death regarding dissection or autopsy of my body, donation of body organs, or preparation for and the time of my burial, be made in consultation with the Rabbi.

Location of Documents Last Will and Testament and Grave Information:

Name of Cemetery: _____
Lot # _____ Space # _____

Funeral Arrangements:

The funeral home where I; (please check one)
___ have already made pre-arrangements is:
___ would like to have my funeral arranged is:
Phone: _____ Ask for: _____
Signature: _____ Date: _____

Signature of Notary Public:

State of New York, County of _____
The foregoing instrument was acknowledged to me the _____
day of _____, 20____, by _____
Who is personally known to me or provided _____ as
identification. _____

Notary Signature (Seal)

(It is recommended that copies of this form be given to the Rabbi, the funeral director, your doctor, lawyer, family members, or social workers who are likely to be contacted in the event of your death.)

Declaration of Witness

(if you are not physically capable of signing, another person may sign your name on your behalf) I declare that the person who signed (or asked another to sign) this document is personally known to me and appears to be of sound mind and acting willingly and free from duress.

This document was signed in my presence, this _____ day of _____, 20____.

Witness signature: _____

Printed name: _____

Residing at: _____

Tel. _____

Signature of Notary Public:

State of New York, County of

The foregoing instrument was acknowledged to me the _____ day of _____, 20____,

by _____ Who is

personally known to me or provided

_____ as identification.

Notary Signature