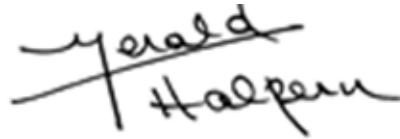


**JEWISH MEMORIAL GARDENS
OPERATIONS BY-LAWS**

ENACTED this 13th day of June, 2012



Jonathan Ben-Choreen Freedman
Chair



Gerald Halpern
Secretary

Jewish Memorial Gardens is governed by these by-laws. All procedures will comply with the Funeral Burial & Cremation Services Act, 2002 and Ontario Regulation 30/11, which may be amended periodically. These by-laws and any by-law amendments are subject to the approval of the Registrar, Cemeteries Regulation Unit, Ministry of Consumer Services.

These by-laws are available to all members of the populations eligible to use the services of the Jewish Memorial Gardens.

The by-laws are available directly from the Jewish Memorial Gardens and from any of the synagogues with an Area of Control within the Jewish Memorial Gardens cemeteries.

The availability of the by-laws has been advertised as publically available.

All by-law amendments will be:

- a. published once in a newspaper with general circulation in the locality in which the cemetery is located;
- b. conspicuously posted on a sign at the entrance of the cemetery; and
- c. (if the by-law or by-law amendment pertains to markers or their installation) delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year.

By-Laws of the Jewish Memorial Gardens – Bank Street & Osgoode Cemeteries

The Jewish Memorial Gardens has three portions of by-laws.

This is the Operations By-laws

The other two portions of by-laws are available upon request. Their titles, and the table of contents for each, are:

Governance By-laws	Structure By-laws
Interpretation Directors <ul style="list-style-type: none"> a. Duties and Number b. Qualifications c. Appointment of Directors d. Assignment of Members Interests e. Term of Office f. Termination of Office Meetings of Directors <ul style="list-style-type: none"> a. Notice b. Omission of Notice c. Adjournment d. Regular Meetings e. Annual Meetings f. Quorum g. Voting h. Participation Other Than In-Person i. Written Resolutions Powers of Directors <ul style="list-style-type: none"> a. Administer Affairs b. Expenditures c. Borrowing Power d. Fund Raising e. Agents and Paid Positions f. Remuneration of Agents and Paid Positions Remuneration of Directors For the Protection of Directors Indemnities to Directors and Others Interested Director Contacts <ul style="list-style-type: none"> a. Conflict of Interest b. Submission of Contracts or Transactions to Members for Approval Execution of Instruments By-Laws Auditors Financial Year Repeal	Committees <ul style="list-style-type: none"> a. Committees b. Appointment. c. Term d. Committee Structure e. Paid positions f. Remuneration of Paid Positions. g. Removal of Paid Positions. h. Vacancies i. Duties of Officers may be Delegated j. Powers and Duties Notices <ul style="list-style-type: none"> a. Service b. Signature to Notices c. Computation of Time d. Proof of Service

Preamble

In the event of a conflict between the Jewish Memorial Gardens By-laws and the Founding Members Agreement, it is the Founding Members Agreement that takes precedence. In the event of a conflict between the Cemeteries Act (Revised) of Ontario and either these By-Laws or the Founding Members Agreement of July 2008, it is the Cemeteries Act that takes precedence.

The proposed By-Laws are intended to replace all previous By-Laws. The history of previous By-Laws is as follows:

- BY-LAW NO. 1. THE NEW JEWISH COMMUNITY CEMETERY OF OTTAWA INC. ENACTED this 3rd day of July, 2001
- BY-LAW NO. 2. JEWISH MEMORIAL GARDENS A By-law relating to the operation of a Cemetery under the Cemeteries Act (Revised), R.S.O. 1990. c. C.4. ENACTED this 17 day of March, 2004
- Revised BY-LAW No.2. JEWISH MEMORIAL GARDENS A By-law relating to the operation of Jewish Memorial Gardens cemeteries (“Cemetery”) under the Cemeteries Act (Revised), R.S.O. 1990. c. C.4., owned and operated by Jewish Memorial Gardens. This by-law replaces the former By-law No. 2 of Jewish Memorial Gardens which was enacted in March, 2004.
- BY-LAW NO. 3. JEWISH MEMORIAL GARDENS A By-law relating generally to the conduct and affairs of the Corporation and repealing By-law No. 1 of the Corporation enacted the 3rd day of July, 2001. [Actually enacted in 2006.]

All previous By-Laws are superseded by the adoption of these By-Laws dealing with Governance, Structure, and Operations.

TABLE OF CONTENTS

- 1. Hours of Operation: 1
 - a. Burial and Visiting Hours..... 1
- 2. General Conduct: 1
- 3. Liability 1
- 4. Pets or Other Animals: 1
- 5. Right to Re-Survey 2
- 6. Who May be Buried 2
- 7. Purchase of Interment Rights 2
- 8. Indigent / Charity Burials 2
- 9. Re-sale of Interment Rights 3
- 10. Cancellation or resale of interment rights 4
 - a. Cancellation of Interment Rights within 30 Day Cooling-Off Period 4
 - b. Cancellation of Interment Rights after the 30 Day Cooling-Off Period 4
- 11. Record keeping requirements 4
- 12. Privacy Policy 6
- 13. Legal requirements pertaining to burial 6
- 14. Caskets..... 6
- 15. Prerequisite to Memorialization 6
- 16. Memorialization..... 7
- 17. Special Circumstances 8
- 18. Care and planting 8
- 19. Planting of flowers..... 9
- 20. Items that are prohibited and permitted..... 9
- 21. Contractors and monument dealers 9
- 22. Appendix A - Definitions.....10
- 23. Appendix B – Contracts for Purchase and for Re-sale of Interment Rights12

Operations By-laws

1. Hours of Operation:

a. Burial and Visiting Hours

- Visitation Hours:
- ▶ Summer months – visitation is permitted during daylight hours.
 - ▶ Winter months - Visitation is not advised and is at the sole risk of the visitor.
 - ▶ Snow removal is not done during the winter except as required by the Cemetery and only for purposes of a burial.

Office Hours: contact with the office is to be by telephone as needed except during the hours of Shabbat or Jewish holidays.

Burial Hours:

Summer hours	arranged individually at time of need.
Winter hours	arranged individually at time of need.
Working hours	burials outside of normal working hours will incur a surcharge.

2. General Conduct:

Jewish Memorial Gardens reserves full control over the cemetery operations and management of land within the cemetery grounds.

No person may damage, destroy, remove or deface any property within the cemeteries of Jewish Memorial Gardens.

No person may place, or cause to be placed, any objects such as benches or any other type of seating or any items or articles unless specifically authorized to do so in writing from the Jewish Memorial Gardens.

All visitors should conduct themselves in a quiet manner that shall not disturb any service being held.

3. Liability

Jewish Memorial Gardens will not be held liable for any loss or damage, without limitation (including damage by the elements, Acts of God, or vandals) to, any lot, plot, monument, marker, or other article that has been placed in relation to an interment right save and except for direct loss or damage caused by gross negligence of the Jewish Memorial Gardens.

4. Pets or Other Animals:

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

5. Right to Re-Survey

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

6. Who May be Buried

All interment rights holders must meet and retain the requirements (including halakhic and membership requirements) of the synagogue with control over the section of the cemetery within which the lot is located.

7. Purchase of Interment Rights

A lot or plot sold for interment right purposes may only be used for that purpose.

The Contract for the Purchase of Interment Rights has been placed in Appendix B of these By-Laws.

Regarding the Purchase of Interment Rights, it is noted that, among all other conditions:

- All interment rights holders must be a member of a Member synagogue. There is one, and only one, special circumstance associated with this requirement. If a Member synagogue establishes a segregated sub-section within its area of control and if it allows the use of this section by married couples only one of whom is Jewish, then a condition may exist such that the non-Jewish person may use a purchased Interment Right without meeting the condition of synagogue membership. The purchase of Interment rights within this section is only permitted if one of the couple is a member of the synagogue. Should the Jewish member of the pair pre-decease the non-Jewish member, the surviving non-Jewish member will retain the right to the use of the Interment Right.
- For each of the sections of the JMG, currently under the control of a specific synagogue, it is understood that Halakhic Jewish status for the members of that synagogue will be confirmed/determined by the Halakhic authority for that synagogue.
- Purchase of Interment Rights Burial in a lot under the control of a specific synagogue is only permitted if the person has been a member of the synagogue for at least one year prior to the year of purchase and remains a member of the synagogue.
- Should the JMG Board decide to create a cemetery section for members of the Jewish faith who are not also a member of local synagogue which is a foundation member of JMG, the right to so do is recognized in these by-Laws. The rules and regulations for such a section will be determined at the time of the designation, of such a cemetery section.
- Should the purchaser wish to purchase using an installment plan, JMG provides a standard installment plan for the pre-purchase of Interment Rights. The purchase is not complete until all payments have been made.

8. Indigent / Charity Burials

The representative of the deceased must apply to, and receive from, the City of Ottawa agreement that this burial will be accepted as eligible for payment as an indigent burial in order for Jewish Memorial Gardens to proceed.

Jewish Memorial Gardens will assist to facilitate the reduction of interment rights cost, the reduction of Ottawa Chevra Kadisha costs and for basic services from one of our approved funeral homes.

Temporarily indigent situations, such as Public Trustee and Estate-payout funerals, are handled on a case by case basis.

9. Re-sale of Interment Rights

Jewish Memorial Gardens permits the interment rights holder to sell or transfer their interment rights to a third party, at no more than the current price listed on the cemetery price list, as long as the sale or transfer is conducted through the Jewish Memorial Gardens and the purchaser meets the qualifications and requirements as outlined in the Jewish Memorial Gardens by-laws. A lot or plot re-sold for interment right purposes may only be used for that purpose.

The Contract for the Resale of an Interment Right has been placed in Appendix B of these By-Laws.

There are times when an individual or a family has purchased a lot (a single grave site) or a plot (two or more contiguous lots) and, due to changed circumstances, wishes to not use the acquired interment rights. The owner of a lot or plot has the right to have the rights transferred to another person, the transferee, and receive payment for the transfer provided that certain conditions are respected. The by-laws of Jewish Memorial Gardens (JMG) provide the following rules regarding resale of an interment right.

It should be noted that the following rights cease to exist if one of the lots within a plot has been used. The rights may also cease to exist in certain situations that are contrary to the halakhic requirements of the section within which multiple lots are located. An example of such a situation may occur when a husband buys two lots, uses one for his late wife and then wants to sell the remaining lot. If this creates a problematic male-female configuration, JMG may choose to not permit the sale.

- 1) Interment rights may be resold on the open market subject to the following conditions:
 - a) The interment rights holder has respected the conditions of the purchase agreement including maintenance of synagogue membership.
 - b) The resale price may not exceed the current price listed.
 - c) The transferee must meet the halakhic requirements of the synagogue with Right Of Control over the area in which the lot or plot is located.
 - d) The transferee must be a member of a synagogue associated with JMG.
- 2) The transfer of a lot or plot to a new purchaser is not complete until:
 - a) JMG has accepted the transferee as meeting all requirements and
 - b) an administration fee as shown on the current price list has been paid to JMG.
- 3) JMG retains, at its sole discretion, the right to repurchase the lot or plot if the repurchase price has been negotiated based on its value in the open market and if it meets the requirements of JMG.

The Care and maintenance fee paid at the time of purchase of the lot does not need to be paid at the time of a re-purchase. Only one Care and Maintenance contribution is required for a specific lot regardless of how many times it is sold.

10. Cancellation or resale of interment rights

Purchasers of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the cemetery by-laws. In accordance with cemetery by-laws, no burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights fees have been paid in full. An interment rights certificate will be issued to the interment rights holder(s) when payment has been made in full. The purchase of interment rights is not a purchase of Real Estate or real property. An interment rights holder wishing to resell their interment rights must advise the Jewish Memorial Gardens of their intention prior to seeking a third party buyer for their interment rights.

a. Cancellation of Interment Rights within 30 Day Cooling-Off Period

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Jewish Memorial Gardens. Jewish Memorial Gardens will refund all monies paid by the purchaser within thirty (30) days from the date of the request for cancellation less an administration fee as shown on the current price list.

b. Cancellation of Interment Rights after the 30 Day Cooling-Off Period

Following the 30-day cooling off period, a Purchaser may still cancel an Interment Rights purchase if the purchase has not been made in full and an Interment Rights Certificate has not been issued. Upon receiving written notice from the purchaser of the interment rights, Jewish Memorial Gardens will cancel the contract and issue a refund to the purchaser for the amount paid for the interment rights less the appropriate amount that is required to be deposited into the Care and Maintenance Fund and less an administration fee. This refund will be made within thirty (30) days of receiving said notice. If the interment rights certificate had been issued to the interment rights holder(s), the certificate must be returned to Jewish Memorial Gardens along with the written notice of cancellation.

Jewish Memorial Gardens will not send to a trust fund monies received for care & maintenance until the 30 day waiting period has elapsed; the monies will be sent within 60 days of receipt.

If a plot has been purchased and if one lot within the plot has been used, there is no refund claim for the remaining lots.

11. Record keeping requirements

Jewish Memorial Gardens will keep the following records for the prescribed time periods. A contract shall be retained for a period of six years from the date that the contract was fully performed or cancelled.

- A price list shall be retained for a period of six years from the date the price list was last in effect.
- Public registers will be maintained for as long as JMG is in operation.
- Coroner's certificates will be retained for a period of six years.
- All other records required by Funeral Burial & Cremation Services Act will be retained for a period of six years.

Jewish Memorial Gardens will maintain a public register and make it available for public inspection without charge.

The public register will include:

- Name and address of each interment rights holder and the location of the lot
- Name and address of the original interment rights holder, any date of transfer and to whom the rights were transferred.
- The name of each person interred the date of interment and the location within the cemetery.
- Particulars regarding each disinterment including:
 - Name of the person disinterred
 - Date of disinterment
 - Authorization for the disinterment
 - Either the location of the re-interment or the name of the person who took possession of the remains.
 - The public record must be updated with five days of the interment taking place or of the JMG being advised of an error or omission in the record.

JMG may require written confirmation of authority to act prior to providing a service or supply.

For purposes of all financial transactions including purchase, returns and resale, the principal owner is the person who purchased the service or goods.

For purposes of all uses of a good or service, the principal rights holder is the person who is named as the rights holder regardless of who is the purchaser. The maintenance of the right is dependent upon (a) the continued adherence to the halakhic principles associated with the lot and (b) the maintenance of synagogue membership by at least one of the purchaser and the rights holder.

JMG will ensure that, before a contract for the sale of licenced supplies and services is entered into, the prospective purchaser has received:

- 1) A copy of the JMG price list
- 2) An explanation of the cancelation rights and the refund entitlements
- 3) An offer to provide an explanation of the funding, financing and payment options available:
- 4) An explanation of any penalties or fees.
- 5) How a purchaser's choice of funding, financing or payment options may affect rights and refunds upon cancellation.
- 6) A copy of the cemetery by-laws and a statement that the cemetery is governed by these by-laws.
- 7) An explanation of the purchasers rights, entitlements and restrictions with respect to markers, lot decorations and private structures.
- 8) Information regarding the options for resale or transfer of the interment rights.
- 9) Information on any restrictions in the cemetery by-laws with regard to the purchase of any product or service related to the cemetery.
- 10) Any benefits that may be received by JMG if a purchaser chooses a particular funding, financing or payment option and/or any benefits that may be received by JMG or another person by reason of a recommendation with respect to particular suppliers or services contracted from a third party. Examples include commissions or benefits from financial institutions, affiliated businesses and other service providers.

A signed acknowledgement will be required from the purchaser to the effect that the above information has been provided.

Should JMG maintain a website and should it enter into an electronic form of contract for supplies and services, the above information will be made available in printable form from the website.

12. Privacy Policy

The Purchaser acknowledges and provides consent to permit Jewish Memorial Gardens to collect, use and disclose your personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the cemetery/crematorium public register. The Purchaser also understands that Jewish Memorial Gardens does not rent or sell personal information to third party organizations.

13. Legal requirements pertaining to burial

Written authorization is required prior to a burial taking place. Authorization must be provided in writing by the person authorized to act on behalf of the interment rights holder (i.e., Personal Representative, Estate Trustee, Executor or next of kin).

A burial permit issued by the Registrar General or equivalent document showing that the death has been registered with the province must be provided to the cemetery office prior to a burial taking place.

The purchaser of interment rights must have a cemetery contract, providing such information as may be required by Jewish Memorial Gardens for the completion of the contract and the public register prior to each burial of human remains.

Payment must be made to the cemetery before a burial can place.

The opening and closing of graves may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.

Subject to halakhic principles, human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Jewish Memorial Gardens and the prior notification of the medical officer of health. A certificate from the local medical officer of health must be received at the Jewish Memorial Gardens office before the removal of casketed human remains may take place.

In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin.

14. Caskets

Only caskets that meet Jewish specifications for a burial casket may be used.

All caskets must have wooden handles to permit safe handling even without the use of a gurney.

15. Prerequisite to Memorialization

No monument, footstone, marker or memorial of any description shall be installed until all amounts owing (including the Care & Maintenance Fee and Administration Fees) have been paid.

Should a family member or any other person, after the interment, decide that they wish to “upgrade” the monument or other memorialization that was used, this will not be permitted until such time as the costs which were excused for an indigent burial have been paid to Jewish Memorial Gardens.

16. Memorialization

No monument, footstone, marker or memorial of any description shall be placed, moved, altered, removed, erected or permitted on a lot without written permission from the Jewish Memorial Gardens.

Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear.

The Jewish Memorial Gardens will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker, or other structure, or part thereof.

The Jewish Memorial Gardens has specified the maximum size of monuments, their number and their location on each lot or plot.

All foundations and monuments and markers shall be contracted to be built at the expense of the interment rights holder. The quality of the foundation is the responsibility of the contracted maker and installer, not the Jewish Memorial Gardens. Faulty foundations / monuments / markers in need of repair shall be the joint responsibility of the contractor / supplier and the purchaser.

Should any monument or marker present a risk to public safety because it has become unstable, the Jewish Memorial Gardens shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk.

The Jewish Memorial Gardens reserves the right to remove, at its sole discretion, any marker, monument, or inscription which is not in keeping with the dignity and decorum of the Jewish Memorial Gardens as determined by the Directors.

A monument or other structure shall be erected only after the specific inscription has been approved by the synagogue within whose area of control the lot is located.

Jewish Memorial Gardens must approve choice of decorative symbols, dimensions, material of structure, construction details, and proposed location.

In keeping with the Jewish Memorial Gardens by-laws, only one monument shall be erected within the designated space on any lot. Flat markers are no longer permitted except when installed within a plot that already has such a marker on one of the lots within the plot.

All monuments and markers shall be constructed of natural stone (i.e. granite).

No monument shall be delivered to the cemetery for installation until the monument foundation has been completed, and the interment rights holder(s) and/or marker retailer have been notified by the Jewish Memorial Gardens.

Markers and footstones of granite are permitted with size and quantity restrictions according to Jewish Memorial Gardens by-laws and the placement of such memorials shall not interfere with future interments.

Sizing:

Child or infant

- Single lot maximum: two (2) feet by ten (10) feet.
- Single lot Base: maximum of 18"x14"

Singles

- Single lot maximum: four (4) feet by ten (10) feet.
- Single lot Base: maximum of 36"x14"

Doubles

- Double lot maximum: eight (8) feet by ten (10) feet
- Double lot base: maximum of 68 inches by 16 inches."

All

- Minimum thickness for flat markers, including footstones, is 4 inches.
- Minimum thickness for Monuments/Dies is 8 inches.
- Minimum height for Bases is 6 inches.
- Overall maximum height (base + monument) is 44 inches.
- A 2 inch 'lip' is required around all bases.

Jewish Memorial Gardens reserves the right to approve 'odd sizes' for the purpose of matching existing spouses' (single) monuments or for the repair/replacement of older monuments.

Jewish Memorial Gardens may approve the installation of the old-style upright footstones either to match existing spouses' footstones or those already existing within a family plot.

17. Special Circumstances

In the event that special burial arrangements are required for such as pre-term, at term or soon after term deaths, Jewish Memorial Gardens is prepared to make available a designated burial location and a reduced cost burial when within the special section.

The following guidelines may be useful when faced with such circumstances:

- A fetus/baby/fetus which is not alive for Halakhic purposes may be buried anywhere appropriate, including between existing graves as well as in the special designated section. The location must be recorded but it need not have any memorialization. There will be a minimal charge for this burial. If the family wants a full size, half-size or baby size lot and a marker, this will be accommodated on the same basis as a Halakhic baby burial as shown in the price list for a Child or Infant Grave.
- After a period of 30 days, the Halakhic requirement for burial, a child's grave site may be used either in the regular sections or in the special designated section if available. Either the lot for a child's grave (half-width size) or a standard lot may be used at the wish of the family. The pricing of the lot will reflect the size.

18. Care and planting

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to maintain, secure and preserve the cemetery grounds.

Services that can be provided through this fund include:

- Re-levelling and sodding or seeding of Lots
- Maintenance of cemetery roads, sewers and water systems
- Maintenance of perimeter walls and fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance buildings and equipment

- No person other than Jewish Memorial Gardens staff shall remove any sod or in any other way change the surface of the burial lot in the cemetery.

19. Planting of flowers

No person shall plant trees, flower beds or shrubs in the cemetery except with the explicit approval of Jewish Memorial Gardens. Any flower planting at a grave site by anyone other than an agent of the Jewish Memorial Gardens shall be removed.

Flower planting services are available, at a fee, from Jewish Memorial Gardens.

20. Items that are prohibited and permitted

The Jewish Memorial Gardens prohibits use by anyone of articles that pose a threat to; the safety of interment rights holders; visitors to the cemetery and Jewish Memorial Gardens employees; prevents the cemetery from performing general cemetery operations; or are not in keeping with the respect and dignity of the cemetery. Such articles will be removed and disposed of without notification. This includes but is not restricted to: articles made of hazardous materials such as non-heat resistant glass; ceramics, or corrosive metals; large stones or sharp objects; trellises or arches; chairs or benches.

21. Contractors and monument dealers

Any contract work to be performed within the cemetery requires the approval of the Jewish Memorial Gardens. It is the responsibility of all contractors to ensure that the work is authorized by the Jewish Memorial Gardens.

Prior to the start of any work, contractors must provide evidence, as appropriate, of Workplace safety and insurance Board coverage, Occupational Health and Safety compliance standards, environmental protection and, if required, Workplace Hazardous Materials Information.

Evidence of liability insurance of not less than \$2 million.

All by-laws apply to all contractors and all work carried out by contractors within the cemetery grounds.

Contractors, monument dealers and suppliers shall not enter the cemetery in the evening, weekends, Jewish holidays or statutory holidays, unless approval has been granted by the Jewish Memorial Gardens.

No work will be performed at the cemetery except during the regular business hours of the cemetery. Shabbat and Jewish holidays are not included within the business hours of Jewish Memorial Gardens; no work may be conducted at those times.

Contractors shall temporarily cease all operations if they are working within 100 metres of a funeral until the conclusion of the service. The Jewish Memorial Gardens reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.

Contractors, monument dealers and suppliers shall lay wooden planks on the burial lots and paths over which heavy materials are to be moved in order to protect the surface from damage.

22. Appendix A - Definitions

In these By-laws, unless the context otherwise specifies or requires, the following definitions apply:

“**Act**” means the *Corporations Act*, R.S.O. 1990, c. C.38 as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;

“**Area of Control**” means the area or areas of the Jewish Memorial Gardens under the control of a specific synagogue.

“**By-law**” means any by-law of the Corporation from time to time in force and effect;

“**Certificate**” is the certificate of interment rights issued by Jewish Memorial Gardens.

“**Care and Maintenance Fund**” is the percentages of the interment rights purchase price set aside as required by the Ministry for the purpose of providing perpetual maintenance generally of the Cemetery or any particular part thereof.

“**Corporation**” means Jewish Memorial Gardens, an Ontario non-share capital corporation incorporated under the Act.

“**Director**” is the title for an individual named by a Member Synagogue to represent the Member Synagogue on the Board of the Jewish Memorial Gardens. Each Director fully represents and speaks for the Member that he or she represents. A Founding Member Synagogue may designate more than one person to represent it on the Board of Directors but only the number of votes available to that Member Synagogue may be cast when a vote is required at a board meeting. See also “Member” and “Founding Member”.

“**Employee**” is an individual who is hired to contribute labour and expertise to perform a set of duties which are packaged into a job. See also “Officer”.

“**Founding Member**” is the label for each of the synagogues that entered into a Founding Members Agreement (Machzikei Hadas, Beth Shalom, Agudath Israel, Temple Israel, Young Israel, Beit Tikvah) plus any other party who may from time to time become a member of the Corporation and have the right of control over certain parts of the land in the Jewish Memorial Gardens. The founding members are: Machzikei Hadas, Beth Shalom, Agudath Israel, Temple Israel, Young Israel, Beit Tikvah. These six shall be referred to collectively as the “Founding Members”. See also “Member” and “Director”.

“**Grave**” (also known as Lot) means any in ground burial space intended for the interment of a child, adult or cremated human remains.

“**Interment Right**” means entitlement to burial and the erection of a Monument as established in this by-law.

“**Interment Rights Holder**” means the party or parties listed in the records as having purchased Interment Rights in the Cemetery.

“**Interment Rights Certificate**” is the document issued by the Cemetery to the purchaser once the interment rights have been paid in full, identifying ownership of the interment rights.

“**Jewish Memorial Gardens**” Is a corporation incorporated pursuant to the laws of the Province of Ontario. May be referred to, in this document, as JMG or as the Corporation.

“Letters Patent” means the Letters Patent and any supplementary letters patent of the Corporation;

“Lot” is a single grave space.

“Marker” is any permanent memorial structure.

“Member” The term Member is always to be understood, in this document, to mean a Member Synagogue be that synagogue a Founding Member or a Member Synagogue that joins the corporation after the establishment of the Jewish Memorial Gardens. See also “Founding Member” and “Director”.

“Ministry” means the Ministry of Consumer & Business Services Cemeteries Regulations Section, or any successor ministry or governmental department which administers cemeteries in Ontario.

“Monument” is any marker that is not flush with the ground.

“Officer” refers to an individual with the responsibility of performing the duties and functions of an office defined by the Jewish Memorial Gardens. The office will be defined as a set of duties and responsibilities and a rate of remuneration for the satisfactory performance of the duties and responsibilities. See also “Employee”.

“Plot” is a parcel of land, sold as a single unit, containing multiple lots.

“Regulations” means the regulations made under the Act as from time to time amended and every regulation that may be substituted therefor and, in the case of such substitution, any references in the By-laws of the Corporation to provisions of the regulations shall be read as references to the substituted provisions therefor in the new regulations; and

“Transfer Date” means on the day prior to a date in the calendar year 2008 to be determined by the Board of Directors of the Corporation, failing a determination of the Board of Directors, by October 31, 2008, shall be October 31, 2008.

“Trustees” means the trustees of Jewish Memorial Gardens.

23. Appendix B – Contracts for Purchase and for Re-sale of Interment Rights

JEWISH MEMORIAL GARDENS

21 Nadolny Sachs Private; Ottawa, Ontario K2A 1R9; Tel: 613-688-3530 Cemetery Licence Number: 3292049

**INTERMENT RIGHTS CERTIFICATE
PURCHASE CONTRACT**

This contract is between the Purchaser, _____, and Jewish Memorial Gardens.
(print name of purchaser)

Jewish Memorial Gardens has two cemetery locations. The Lot(s)/Plot(s) being purchased are located at:

_____ City of Ottawa 2692 Highway 31, Ottawa, Ontario K4P 1H8

_____ Osgoode Township 6549 Herbert's Corners Road, Greely, Ontario K1N 7Y2

Interment Rights Certificate # _____ Date Purchased _____

Interment Rights **Plot(s) Purchase:** Number of Adult Lots in Plot _____ Number of Child Lots in Plot _____

Interment Rights **Lot(s) Purchase:** Number of Adult Lots _____ Number of Child Lots _____

Price of Interment Rights Purchased:

Adult Interment Rights	\$ _____	Child Interment Rights	\$ _____
Care and maintenance contribution	\$ _____	Care and maintenance contribution	\$ _____
Administration fee	\$ _____	Administration fee	\$ _____
Price per adult lot	\$ _____	Price per adult lot	\$ _____
Number of adult lots purchased	_____	Number of adult lots purchased	_____
Total Price for Adult Lots Purchased	\$ _____	Total Price for Child Lots Purchased:	\$ _____

Interment Rights Holder(s):

The Interment Rights Holder(s) listed below has/have the right to direct/consent to the burial and memorialization associated with the Interment Right in conjunction with the by-laws of the Jewish Memorial Gardens. If more than one lot is purchased or if there is a plot purchase, the rights holder for each lot must be named. Space is provided below for the Rights Holders of up to two lots. If additional Rights holders are to be named, additional pages will be added to accommodate the inclusion of all rights holders. Please note that all rights holders must be named. If a name is not available when a Right is being purchased for such as a future spouse or a child not yet born, the Right must be purchased for an existing person who, at the appropriate time may transfer the right to an eligible individual using the JMG document “Resale of an interment right”.

Rights Holder	
Name: _____	
Street Address: _____	
City: _____	Province: _____
Postal Code: _____	Telephone: _____
Date of Birth: _____	Place of Birth: _____
Synagogue Membership of Rights Holder	
<input type="checkbox"/> Agudath Israel <input type="checkbox"/> Beit Tikvah <input type="checkbox"/> Beth Shalom <input type="checkbox"/> Machzikei Hadas <input type="checkbox"/> Temple Israel <input type="checkbox"/> Young Israel	
<u>Interment Right</u>	
Location of the Interment Right _____	
If Lot is part of a Plot, identify the other Lots in the Plot: _____	
Interment Right Type: _____ Adult _____ Child	
Dimensions: _____	

Rights Holder	
Name: _____	
Street Address: _____	
City: _____	Province: _____
Postal Code: _____	Telephone: _____
Date of Birth: _____	Place of Birth: _____
Synagogue Membership of Rights Holder	
<input type="checkbox"/> Agudath Israel <input type="checkbox"/> Beit Tikvah <input type="checkbox"/> Beth Shalom <input type="checkbox"/> Machzikei Hadas <input type="checkbox"/> Temple Israel <input type="checkbox"/> Young Israel	
<u>Interment Right</u>	
Location of the Interment Right _____	
If Lot is part of a Plot, identify the other Lots in the Plot: _____	
Interment Right Type: _____ Adult _____ Child	
Dimensions: _____	

Please refer to the Jewish Memorial Gardens by-laws price list for a complete listing of the prices of services and goods provided by the Jewish Memorial Gardens.

Please refer to the Jewish Memorial Gardens by-laws provided at the time of purchase for a complete listing of by-laws that refer to your specific interment right.

These by-laws include, among other items, information regarding:

- the type of memorialization (such as headstone size and markings on the stone) that is permitted.
- the resale or the transfer of the Interment Right which is permitted but only to another person who fully meets, among other conditions, the halakhic requirements of the synagogue with area of control, has been a member for at least two years and continues to be a member of the synagogue with area of control. The purchaser cannot re-sell the Interment Rights for more than the value on the then current Jewish Memorial Gardens cemetery price list. That price may be inclusive of the Care and Maintenance component.
- the return to Jewish Memorial Gardens of this Interment Rights Certificate if there is a resale or a transfer to another person. That person will be issued with a new Certificate upon registration of the Certificate.
- replacement if the original Interment Rights Certificate is lost. Jewish Memorial Gardens will issue a duplicate Certificate in order to complete the transfer of ownership of the Interment Right; there will be an administration fee for such issuance (see current price list).
- the right of the Purchaser to return the above Interment Rights within thirty (30) days from the signing of the contract if they have not been used. Such return must be done by the Purchaser in writing to Jewish Memorial Gardens stating the intent to cancel this contract; the purchaser will receive a full refund.
- the requirement that payment in full must be made before a burial can take place or memorialization can be erected.
- the availability of an installment plan for the purchase of Interment Rights and/or other supplies and services

It is the obligation of the Purchaser and of the Rights Holders to inform Jewish Memorial Gardens of changes in their contact information (i.e., full address and/or telephone number and or e-mail as applicable).

Name of Rights Purchaser (print) _____

Signature of Rights Purchaser

Date

Name of Jewish Memorial Gardens Representative (print) _____

Signature of Jewish Memorial Gardens Representative

Date

JEWISH MEMORIAL GARDENS

21 Nadolny Sachs Private; Ottawa, Ontario K2A 1R9; Tel: 613-688-3530
Cemetery Licence Number: 3292049

RESALE ENDORSEMENT OF INTERMENT RIGHTS

PART 1 - RIGHTS HOLDER(S) ENDORSEMENT OF RESALE

I, the Rights Holder registered on the cemetery records, hereby wish to resell the Interment Rights in [Interment Right location], in the Jewish Memorial Gardens cemetery, to a third party purchaser (the "Transferee(s)").

I certify that the Interment Rights are being resold in accordance with the Funeral, Burial and Cremation Services Act, Ontario Regulation 30/11, and the Cemetery By-laws. I further certify that the resale is for an amount no greater than the value on the cemetery price list in effect, at the time this resale is completed. I hereby acknowledge and direct the Jewish Memorial Gardens cemetery to resell the Interment Rights to the Transferee listed below.

Name of Rights Purchaser (print) _____

Signed: _____

(Rights Holder's name)

Date

PART 2 - ACKNOWLEDGEMENT OF TRANSFEREE

I, the Transferee, acknowledge that I have received a current copy of the Cemetery By-laws from the Rights Holder. I have reviewed the Cemetery By-laws as they may apply to the Interment Right and hereby agree to abide by the Cemetery By-laws and certify that I meet all necessary qualifications and restrictions under those By-laws.

Use one of the following:

- A. I have been informed by the Rights Holder that the Interment Rights being resold contains one (1) Lot, and that it has not yet been used.
- B. I have been informed by the Rights Holder that the Interment Rights being resold contains [enter number] Lots, and that [enter number] Lots have been utilized and [enter number] Lots remain available for future use.
- C. I accept that it is my obligation to inform Jewish Memorial Gardens of changes in my contact information (i.e., full address, telephone number, e-mail) should that occur.

Transferee's Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Signed: _____

Resale Endorsement of interment Rights
Jewish Memorial Gardens – Bank Street & Osgoode Cemeteries

PART 3

JEWISH MEMORIAL GARDENS ACKNOWLEDGEMENT AND ACCEPTANCE OF THE
RESALE

Jewish Memorial Gardens hereby confirms that the cemetery records have been reviewed and that the above noted Rights Holder is registered on the cemetery records and has the authority to resell the Interment Rights to the Transferee. It is also confirmed that no monies are owing by the Rights Holder to the Jewish Memorial Gardens in respect of the Interment Rights. Jewish Memorial Gardens hereby accepts and confirms that the resale has been recorded on the cemetery records and has issued a new Interment Rights Certificate in the name of the Transferee.

Accepted on behalf of [Name of Cemetery]

Signed: _____

(Representative of Jewish Memorial Gardens)

Name _____ Title _____

Date of Resale: _____