

MINUTES

JEWISH COMMUNITY CEMETERY ASSOCIATION

Pursuant to the resolution of the meeting of October 5, there was a meeting of the Subcommittee on October 6, at 9:00 a.m. at the office of Mr. Samuel Keil, Keil's, 11th and Tatnall Streets.

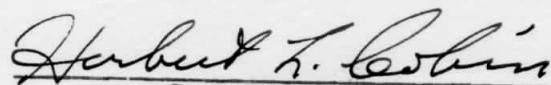
Those present were:

Messrs. Samuel Keil
Julius A. Chester
Martin L. Sandler
Herbert L. Cobin
Ernest VanDemark, Engineer
Joseph DiGiacinto, representing
A. DiGiacinto & Sons, Inc.

The general subject of grading and seeding was discussed at some length, and the bid of A. DiGiacinto & Sons, Inc., dated October 4, 1954, was gone over in detail. The Committee members then met in private and agreed to give the contract to A. DiGiacinto & Sons with certain changes and substitutions to be clearly expressed. The exception which was that of additional topsoil, fill dirt, manure, etc., was to be included in the contract price.

Upon motion duly made, seconded, and unanimously carried, it was approved that the contract be given to A. DiGiacinto & Sons, Inc., based upon their bid of October 4, for the sum of \$6,500.00 and that a contract was to be prepared by Herbert L. Cobin in which the contractor was to guarantee a standing of grass on the premises.

There being no further business, the meeting adjourned.


Secretary

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A meeting of the Planning Committee for the Jewish Community Cemetery Association, representing the Three Congregations, met at the Hotel Rodney on Tuesday, October 5, 1954, at 12:15 p.m.

Those present were:

Messrs. Samuel S. Keil
Martin L. Sandler
Abe Schulman
Herbert L. Cobin
Philip Cohen
Julius A. Chester

Also present was Mr. Ernest S. VanDemark, Engineer.

The questions for consideration were the bids received for grading and seeding of the premises. The bids received were as follows:

Based upon the first specifications of the State Highway Department, Joseph Jamison - \$ 7,489.23
A. DiGiacinto & Sons, Inc. - 3,960.00
Wright Construction Co. - 5,914.55

Based upon the revised specifications -
W. Southard Jones - 6,690.00
A. DiGiacinto & Sons, Inc. - 6,500.00

Considerable discussion of the problem was had at the lunch table, and the meeting then adjourned to an upstairs room at the Hotel Rodney. Mr. Philip Cohen raised the question as to whether it was necessary to grade and seed the entire eight acres which had been cleared or whether only about five acres could be graded and seeded leaving the remaining three alone. The only factor for doing this would be the somewhat less cost, but after considerable discussion concerning the reasons why the entire area should be done at this time, such considerations were that it would cost very little more to keep the additional acreage cut; that part of the additional acreage was bounded on Faulk Road, which would be exposed to public view; and general esthetic considerations.

It was moved, seconded, and unanimously carried that all of the 8.14 acres be graded and seeded at this time.

The question as to which contractor to give the contract was next considered and discussed at length. It was agreed that the second specifications be used as these included the suggested improvements by Mr. Cojan who had been consulted in this matter.

Upon motion duly made and seconded, it was unanimously approved that one representative from each of the Three Congregations meet with Mr. DiGiacinto the next morning to discuss his offer with him and to close the contract.

Mr. VanDemark then left the meeting and Mr. Philip Cohen brought up the subject of the proposed agreement between the Cemetery Association and Temple Beth Shalom. This agreement had been prepared by Mr. Aaron Finger, given to Mr. Morris Leibowitz who had given it to Mr. Philip Cohan who, in turn, had forwarded it to Mr. Herbert L. Cobin. Mr. Philip Cohen urged at great length that the contract be executed immediately. His chief reason seemed to be that he was in an embarrassing situation in that every time he asked for additional funds for the Cemetery Association, Mr. Finger wanted to know if the contract had been signed. He thought that it was not right that the signing of the contract should be dependent upon discussion as to the type of cemetery, that is, whether it should be a memorial park or tombstone cemetery, and that the request which Mr. Cobin had made to have someone talk with the Beth Shalom Board about a memorial park was like holding a gun to the Board's head. He further said that after the contract was signed, the representatives of the Three Congregations could get together to see if they could decide on what type of cemetery it should be. Mr. Sandler pointed out that the logical time to agree would be before a contract was signed, as it would be useless after telling the Three Congregations they had complete control over the area to try to get them to agree. Mr. Cobin pointed out that he had called Mr. Cohen a week or two before and had asked whether it would be all right to have Mr. Robert Hagenbach of Gracelawn Memorial Park appear before the Board of Beth Shalom to discuss the operation of a memorial park. Because it would be up to the Three Congregations to decide what kind of park was going to be operated as a unit, and in view of the fact that we wanted to get the rules and regulations prepared and draw up the agreements of the Congregations, it was desirable to get the views of the Board as soon as possible. Mr. Cobin pointed out that Mr. Cohen had said he would not take the responsibility for having Mr. Hagenbach at the next meeting of the Beth Shalom Board, but he wanted that Board to decide whether it wanted to hear Mr. Hagenbach and he would bring up the matter at the next Executive Committee Meeting, which was to be held shortly. Mr. Cobin pointed out that it was not intended that to have Mr. Hagenbach appear before the Beth Shalom Board for their informational purposes amounted to the holding of a gun to the Board's head. He also pointed out that we have no drawing as yet in which the actual graves and walks have been laid out and that, therefore, the contract for that reason alone could not be signed as it refers to drawings. Further, the contract did not fully express the understanding in that it was not clear as to exactly what should go in the rules and regulations. Mr. Cohen said that the maintenance and perpetual care provisions were part of the rules and regulations, but he thought that the type of cemetery or the type of tombstone

was not a proper part of the regulations. Mr. Cobin pointed out that that was always an important part of the regulations and appeared in the Standard Regulations in the standard text on that matter. Mr. Samuel Keil said that the other two Congregations would like to consider more carefully the type of agreement which they were to execute and he asked Mr. Cohen if there would be any objection to having Mr. Cobin draw a draft setting forth his thoughts in the matter. This was agreed to.

The meeting then adjourned.

Herbert L. Cobin
Secretary