

## **Memorial Garden Policies and Guidelines St. Mark's Episcopal Church, Raleigh, North Carolina,**

Through the years, churches have established cemeteries for the interment of members on the church grounds. The Episcopal Church has recognized cremation as a Christian form of burial for many years. In 1993, the Vestry of St. Mark's Episcopal Church, Raleigh, North Carolina, designated an area of the Church property to be used for the scattering and burial of ashes, to be known as the St. Mark's Memorial Garden (hereinafter cited as the Garden).

The purpose of the Garden is to provide a meaningful and appropriate place for scattering or burial of cremated remains on the premises of the Church where one has been nurtured during one's temporal lifetime. The Garden provides an opportunity to memorialize those deceased in the St. Marks congregation at a spot so connected to the Church that they remain at the heart of parish life and worship. The Garden also enhances the beauty of the churchyard by providing a quiet place for contemplation.

The following policies and guidelines, adopted by the Vestry of St. Mark's Episcopal Church are set forth here for the guidance of all. No part of these policies and guidelines shall be suspended, repealed, annulled, altered, or amended unless such change is proposed in writing, reviewed and approved by the Board of Trustees of the Memorial Garden, and ratified by the Vestry.

1. **Management:** The Garden is to be managed in perpetuity by a Board of Trustees composed of six (6) members of St. Mark's Episcopal Church (hereinafter cited as the Church) to be appointed by the Senior Warden. The term of each appointed member shall be three (3) years. Terms shall be staggered so that the terms of two board members expire each year. In October of each year, the Senior Warden shall appoint a replacement for each member of the Board of Trustees whose term is expiring. The Senior Warden's appointment(s) shall be subject to approval of the Vestry. The Senior Warden shall also have authority to fill vacancies for unexpired terms. The Rector will serve as an ex officio member of the Board of Trustees. The Vestry partner to whom is assigned the responsibility to coordinate Memorial Garden activities shall also serve as an ex-officio member. The Board of Trustees (hereinafter cited as the Board) shall meet annually and at such other times as the Chair shall direct. The Chair of the Board will be elected by a majority of the Board from among the members appointed by the Senior Warden. Decisions of the Board will be made by a simple majority; the Chair may vote. All meetings of the Board will be open to all members of the Church. All records of the Board will be kept at the Church office. The Board will report to the Vestry through such mechanisms as the vestry shall determine from time to time. On or before April 30 of each year, the Board shall report to the vestry on its operations and fiscal condition.

2. Records: These records will consist of the Memorial Garden Book and other records needed to operate the Garden and duplicate the information in the Memorial Garden Book. The purpose of the Memorial Garden Book is to provide information about persons whose ashes are scattered or interred, or who are otherwise memorialized in the Garden, primarily for friends and family members of the deceased. The Memorial Garden Book shall be attractive and easy to use in locating the deceased's niche or memorial without further research. The Board or its designee will be responsible for maintaining the permanent Garden records. Permanent Garden records kept at the church office will include:
  - a. The name of each person whose ashes are scattered in the Garden and the location of the memorial commemorating that event.\*
  - b. The name of each person whose ashes are buried in a specific niche in the Garden and the number of that niche.\*
  - c. The name of any person memorialized in any other way in the Garden and the location of the memorial.
  - d. Appropriate information about donations for the development of the Garden and for niches to be used at the Rector's discretion, or about interment elsewhere. (See also Paragraph 22 Donations.)\*
  - e. The date of birth, place of birth (city or county, state and country), social security number and date of death of each person whose ashes are scattered or interred in the Garden. \*
  - f. Brief biographical information about persons whose ashes are scattered or interred, or who are otherwise memorialized in the Garden, if desired and provided by the subscriber, next-of-kin, or estate.\*
  - g. Location map or charts showing the location of all niches and memorials to enable a visitor to find them readily and identify the person(s) interred or memorialized without further research. A landscape plan of the Garden and all burial plots with a list keyed to the plan indicating those in use and those reserved.
  - h. The name, address, and telephone number of each person who has reserved a niche or arranged for scattering (subscriber), and the name, address and telephone number of a next-of-kin designated to represent him/her in matters related to the Garden (designated next-of-kin).\*
  - i. The name, address and telephone number of each person memorialized in the Garden by plantings or inscriptions, a list showing the location of such plantings or inscriptions, and the name, address and telephone number of such persons designated next-of-kin.

- j. Copies of the reservations agreements and any other arrangements made in advance
- k. A list of all memorials and donations to the Garden. (See also Paragraph 22 Donations.)\*
- l. Financial records, including, periodic financial statements of the Board, and all bank statements.
- m. Official minutes of each meeting of the Board.
- n. All guidelines, policies and procedures adopted by the Board.

\*Items in Paragraph 2 identified by asterisks are to be considered by the Board of Trustees for inclusion in the Memorial Garden Book.

3. **Financial Management:** It is intended that the Garden be financially self-sufficient and not dependent on other funds of the church. The funds of the Garden shall be managed by the Board of Trustees to insure adequate development, maintenance, and perpetual care of the Garden. The financial records of the Garden shall be maintained as a part of the church books in such a manner as to be easily identified as Memorial Garden Funds. When, in its sole discretion, the Board determines that monies should be transferred to the fund held by the Diocese for the Memorial Garden, or that the cumulative earnings from the fund held by the Diocese should be made available for normal maintenance and operation of the Garden, such monies shall be transferred. To transfer the principal of the funds from the Diocese Common Trust Fund to the church for use by the Garden Board, a recommendation by the Board must be approved by a majority of the Vestry. If sufficient monies for the perpetual care of the Garden are available or reasonably anticipated, any excess monies may be loaned or transferred by the Board to St. Mark's Episcopal Church for use as determined by the Vestry. Such a loan or transfer must be authorized by the favorable vote of two-thirds (2/3) of both the Board and the Vestry.
4. **Eligibility:** All members of St. Mark's Episcopal Church, Raleigh, and their immediate families and St. Mark's priests and former priests and their immediate families shall be eligible for burial and memorials in accordance with the provisions herein. In addition, persons who are non-members but have connections with the Church shall be eligible upon the approval of the Board.
5. **Limit of use:** Church burials in the Garden will be limited to scattering and interring the ashes of the cremated human dead, hereinafter referred to as ashes.
6. **Arrangements:** To make arrangement for reservation of a plot, interment of ashes, or scattering of ashes, the parishioner or family member may contact a member of the

Board, The Clergy or the Vestry. The reservation of a plot in the Garden shall be executed by the Chair and one other member of the Board.

7. Scattering of Ashes: Ashes may be scattered in the portion of the Garden designated as the scatter garden. Memorial tablets (see below) are inscribed in memory of those whose ashes are scattered in the garden. Arrangements for scattering of ashes and for the inscription on the tablet may be made in advance or at the time of death.
8. Memorial Tablets: The Garden will contain memorial tablets mounted upon a memorial wall. The tablets on one side of the wall will list the names and birth and death dates of those whose ashes are scattered in the Garden. Tablets on the other side of the wall will list the names and birth and death dates of persons connected to St. Mark's who are buried elsewhere. Birth and death dates on the Memorial Tablets will include the month, day and year. (See also Paragraph 18: Current Fees for Reservations Including Perpetual Care.)
9. Reservation of Plots for Burial Rights: Burial plots for interment in the Garden will be available upon payment of the fee in effect at the time of reservation or burial. The reservation of a plot and the payment of the fee give the person paying the fee the right to interment of cremated remains and does not convey ownership of the plot or any property to any person. The reservation may designate a specific plot. If no specific plot is designated, the plot will be selected in advance of the burial by the Rector and a member of the Board in consultation with the family or next of kin. No transfer of reservation of a plot shall be made to another person, estate, or corporation. In the event that a person wishes to cancel such reservation, he or she may do so in writing addressed to the Chair of the Board. If requested, the Chair shall cause 80 per cent of the reservation fee paid by that person to be returned to him or her or to anyone legally entitled to the fee.
10. Niches and Burial: The burial niche in each plot will be dug approximately two (2) feet deep. The opening will be sized to accommodate the container of ashes, which shall be no larger than nine inches on any dimension. Appropriate containers include biodegradable vessels, as well as traditional urns. Ashes may also be interred directly in the ground.
11. Markers: Each burial niche shall be marked with a simple, flat granite marker measuring approximately 12 by 12 by 4 inches deep, laid approximately flush with the ground. Markers are to be uniform in size and type of material. The cost of the marker including the basic inscription is included in the fee for the plot (See also Paragraph 13: Inscriptions and Paragraph 17: Reservation Costs.) A basic inscription, included in the cost of the niche, shall consist of the name of the person or persons interred and the date of birth and of death. Additional inscriptions: As provided for in section 13 additional inscriptions shall be approved by the Board and paid for by the subscriber's family or estate.

12. **Multiple Burials:** Reservations may be made for interment of the ashes of two persons in a single niche. The reservation agreement in such cases shall be signed by both parties. No other multiple burials shall be made. The marker on such a niche will be the same size as all other single markers and will include the inscriptions for both persons whose ashes are interred in the niche.
13. **Inscriptions on Markers:** Inscriptions on markers are to be incised rather than raised. The inscription shall include the name and birth and death dates of the deceased. The place of birth may also be included in the inscription, (an element that seems especially meaningful in a Church whose members have come from so many different places). Subject to the approval of the Board, an additional sentence, verse, phrase, or a simple inscribed cross or other suitable image may be included in the inscription at the discretion of the person or persons who commission the marker. The cost of the basic inscription is included in the cost of the niche or scattering fee. Additional inscription costs are to be paid by the subscriber or the subscriber's family or estate.
14. **Plantings:** All plantings in the Garden are to be done under the direct auspices of the Memorial Garden Committee during initial development and thereafter of the Board, based upon the Memorial Garden plan and official plant list. Donations of plants may be made, preferably in the form of financial donations for general or specific plants designated in the plan and approved by the Memorial Garden Committee or Board of Trustees.
15. **Flowers and Decorations:** The Board shall ensure that the Garden is maintained. Immediately after interment or scattering, or at such other times as the Board may authorize, fresh flowers and small mementos may be placed in the Memorial Garden at interment plots or in the scatter garden. Such flowers and mementos will be removed after 48 hours as part of the maintenance of the Garden. The Board reserves the right to remove inappropriate materials of any kind at any time.
16. **Rites:** Interment and scattering rites will be prescribed by the Rector of St. Mark's Episcopal Church.
17. **Reservation Costs:** The fee at the time the reservation is purchased will cover the right to interment of ashes, the marker and its basic inscription, opening and closing of the plot, and perpetual care of the Garden. The plot shall not be used until the entire fee has been paid or until alternative payment arrangements have been made. The estate of the deceased is responsible for all funeral home charges where applicable and cremation costs. Reservation fee or cost means in this document the purchase of the right to use the plot for interment of ashes as defined in these guidelines, either immediately or in the future. (See also Paragraph 11: Markers and Paragraph 13: Inscriptions on Markers.)

18. Current fees for Reservations Including Perpetual Care: Effective December 1, 2000, or as later amended by the Board, the fee for a single plot for the interment of ashes is \$800. For a single plot to contain ashes of two persons, the fee is \$ 1,000. For two adjoining single plots purchased by a couple at one time, the cost is \$1,200. These reservation fees include the cost of the stone marker(s), and the basic inscription(s). The cost of scattering ashes, or for a memorial to a person whose remains are buried elsewhere, is \$525; this includes the space for and the inscription on the tablet on the memorial wall. Reservation fees may be updated by the Board as circumstances require.
19. Covenants: For purposes of control and clear understanding, there shall be an agreement form prepared and executed by all involved parties for each burial, setting forth the rights of the parties, including specifically a provision granting full authority to the Board and/or the Church to exhume and re-bury interred ashes if, for any reason, the Garden should be relocated.
20. Non-use of Plots: If, for any reason, a plot is not used for the interment of ashes of a designated person within a reasonable time after the death of such person, such reasonable time to be determined solely by the Board, such plot shall be deemed to be abandoned by the subscriber or his or her heirs, successors and assignees, and shall revert to the sole use of the Board. The Board shall be under no obligation to return any portion of the reservation fee to the estate or heirs of the subscriber.
21. Special Consideration: The Rector, in consultation with the Chair of the Board, may make scattering or interment plots available in the Garden at a reduced cost. Such arrangements will be kept confidential.
22. Donations: Donations may be made to fund specific elements of the Garden, to fund general development and maintenance of the Garden or to pay for plots or scattering authority to be used at the discretion of the Rector, as provided for on section 21. The Board will maintain an appropriate record of such donations in the Memorial Garden Book-, this record will include the name of the donor, unless the donor prefers to be anonymous and, when appropriate will denote memorials given for specific elements of the Garden and memorials dedicated to the memory of or in thanks for particular persons. (See also Paragraph 2: Records.)
23. Perpetual Care: The cost of the Memorial Garden is being paid by memorial gifts received in the parish, by donations, and by the reservation fees for interment plots and for scattering. Monies received will be held by the Board for development and perpetual care of the Garden, and for such other purposes as specified in these Polities and Guidelines.

Approved by St. Mark's Vestry October 25, 1995; Revised October 2000; June 2003