

## St. Paul's Memorial Garden

### Guidelines

The Vestry of St. Paul's Episcopal Church ("St. Paul's") has designated an area of the Church property to be known as the St. Paul's Memorial Garden, which has been set aside for interment of the cremated remains of eligible persons as defined in these Guidelines. The designated area complies with the all current provisions of applicable laws and ordinances.

The following Guidelines for the Operation of the Memorial Garden were adopted by resolution of the Vestry of St. Paul's on November 19, 2018, amending those Guidelines previously adopted on May 19, 2008 and amended on September 17, 2012, August 19, 2013, and October 21, 2013.

#### GENERAL PROVISIONS

1. **MANAGEMENT OF THE MEMORIAL GARDEN.** The Memorial Garden and the Memorial Garden Reserve Fund will be managed by the St. Paul's Memorial Garden Committee, or any successor committee given authority over the Memorial Garden by the Vestry of St. Paul's. The Memorial Garden Committee will perform its functions as outlined in these Guidelines with oversight by the Rector and Vestry of St. Paul's.
2. **DEFINITION OF MEMORIAL GARDEN.** When used in these Guidelines, the term "Memorial Garden" shall refer to the area of the St. Paul's grounds encompassing the garden designated for interment of ashes, the columbarium and the remembrance wall(s).
3. **DEFINITIONS OF "INURNMENT" AND "INTERMENT."** When used in these Guidelines, the term "inurnment" shall refer to the placement of ashes in an urn to be placed within a niche in the columbarium of the Memorial Garden. When used in these Guidelines, the term "interment" shall mean the placement of ashes in the ground in an unmarked site of a designated area of the Memorial Garden.
4. **ELIGIBILITY:** Only the ashes of persons determined to be eligible for inurnment or interment in the Memorial Garden will be inurned or interred there. Parishioners of St. Paul's and their spouses, parents, children, and grandchildren as well as former parishioners, and their spouses, parents, children and grandchildren, are eligible for inurnment or interment in the Memorial Garden. Persons who are not present or former parishioners of St. Paul's with connections or ties with the Church also may be inurned or interred in the Memorial Garden at the discretion of the Rector. With respect to the remembrance wall, any individual eligible to be inurned or interred in the Memorial Garden may select a person to memorialize on the remembrance wall, subject to the discretion of the Rector to deny the selection of any person to be memorialized.

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

Amended Nov 19, 2018

5. DESIGN, MAINTENANCE, PLANTINGS AND DECORATIONS: St. Paul's Memorial Garden Committee shall be responsible for the design of the Memorial Garden and will have sole discretion with respect to any decisions it makes concerning the design of the Memorial Garden. The Memorial Garden Committee will maintain the Memorial Garden and will have sole responsibility for and discretion over, the design and execution of any plantings or other features placed in the Memorial Garden. Except for fresh flowers, no plants or objects may be placed in the Memorial Garden without the written permission of the Memorial Garden Committee. Fresh flowers left in memory of loved ones must be placed in the vases provided.

6. RESERVE FUND: Monies received from gifts to the Memorial Garden as well as from fees associated with the interment sites, inurnment niches and remembrance wall will be held in a Reserve Fund. The monies in the Reserve Fund will be for the operation (including engraving of names and maintenance) of the Memorial Garden as well as for improvements to and expansion of the Memorial Garden.

7. RITES: Rites for inurnment or interment in the Memorial Garden will be prescribed by the Rector of St. Paul's Episcopal Church and officiated by a priest of the Episcopal Church.

8. RECTOR VACANCY OR UNAVAILABILITY OF RECTOR: In the event that there is a vacancy of the Rector position at St. Paul's, or if the Rector is unavailable to perform the functions assigned to the Rector herein for any reason including, but not limited to, the Rector being ill, on vacation, or out of town performing other duties of the Rector, the Senior Warden of St. Paul's is authorized to perform the non-liturgical functions of the Rector during the time of the Rector vacancy or unavailability. If neither the Rector nor the Senior Warden is able to perform the functions assigned to the Rector herein, then the Junior Warden of St. Paul's is authorized to perform the non-liturgical functions of the Rector.

9. CHANGES TO THESE GUIDELINES: If changes to the procedures or policies in these Guidelines become necessary as a result of any change in law that occurs after adoption of these Guidelines, or after adoption of any subsequent revision of the Guidelines, then the Vestry of St. Pauls shall have authority to make the changes required without further notice to or approval by any other individual. Proposals for changes to these Guidelines must be presented in writing to the Memorial Garden Committee, or its successor and, after the committee considers the proposal and makes a recommendation on it, the proposed change shall be considered by the Vestry.

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

**UNMARKED, IN-GROUND INTERMENT**

10. INTERMENT SITES IN MEMORIAL GARDEN: Each interment site in the Memorial Garden will consist of approximately one cubic foot of space, measuring 12" x 12" x 12". The exact location of each interment site will be determined by the Rector at the time of interment, and there will be no physical identification of any individual interment site.

11. RESERVATION OF INTERMENT SITES: To make arrangements for an interment or to reserve a site in the Memorial Garden for a future interment, a parishioner or family member should contact the Rector or the Office Manager. Sites in the Memorial Garden are reserved by executing the prescribed form of Agreement to Reserve a Site ("Agreement") and paying the fee in effect at that time. Each Agreement shall be executed by the Rector. After an Agreement is executed and the fee paid is deposited in the St. Paul's Memorial Garden Reserve Fund, that has the effect of reserving the use of a burial site in the Memorial Garden, or in a future site to which the Memorial Garden may be relocated, for the interment of the ashes of the individual identified in the Agreement.

12. COST: The Memorial Garden Committee, with the approval of the Vestry, shall determine the fee to be paid for reservation of an interment site, and this fee will be adjusted from time to time as necessary to cover costs. The fee will cover the right to burial of ashes, the opening and closing of the site, the inscription on the Memorial Marker, a portion of the cost of maintenance, and any other pertinent cost relating to the Memorial Garden. At the discretion of the Rector, eligible persons without means to afford a burial space will not be charged a fee for interment in the Memorial Garden.

13. NO TRANSFERS OF INTERMENT SITES: The reservation of a burial site in the Memorial Garden does not convey any ownership interest in the site; and no transfer of a reservation of a site may be made, except with the express written permission of St. Paul's Vestry.

14. CANCELLATIONS OF RESERVATIONS/ REFUNDS: If a person desires to cancel a reservation of an interment site in the Memorial Garden, he or she may do so in writing addressed to the Rector. There will be no refund if a cancellation occurs after any Memorial Marker inscription associated with the cancelled reservation. When a cancellation occurs before any Memorial Marker inscription associated with the cancelled reservation, a 90 percent refund of the reservation fee paid shall be returned in the form of a check payable to the individual who entered the contract.

15. LIMITATIONS ON USES OF INTERMENT SITES IN MEMORIAL GARDEN: Each reservation shall be effective for the interment of the cremated remains of one eligible individual who is identified in the Contract, except that the ashes of two persons may be interred in the same interment site, but only with the Rector's approval. No other objects or materials may be interred in the burial site. Cremated remains must be prepared for interment by an individual or organization duly licensed and actively engaged in the Practice of Funeral Service in North Carolina, or with an equivalent licensure and activity

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

in another jurisdiction; and the ashes must be interred in a biodegradable container supplied by St. Paul's.

16. MEMORIAL MARKER: St. Paul's shall maintain one or more Memorial Markers in the Memorial Garden in a form and design judged suitable by the Memorial Garden Committee of St. Paul's in its sole discretion. St. Paul's will be responsible for making arrangements to have the Memorial Marker inscribed with the name of each person interred in the Memorial Garden. Inscriptions on the Memorial Marker shall consist of a single line stating the full name, and years of birth and death of the deceased. The timing and location of the inscription of names and dates on the Memorial Marker(s) shall be in the sole discretion of the Rector of St. Paul's Episcopal Church.

17. RECORDS: A map showing the location of each interment site shall be kept in the Church office. With it shall be recorded the name, dates of birth and death, and contact information for the next of kin of each person whose cremated remains are buried in the Memorial Garden. It is the responsibility of the next of kin to keep the contact information current with the Church office.

18. REOPENING INTERMENT SITES: Interment sites will not be reopened after interment, except by (1) judicial order, or (2) in the case of an exhumation of the Memorial Garden due to its relocation, or (3) in order to place the ashes of a second individual in an occupied interment site as allowed under the provisions of Paragraph 15 of these Guidelines. If the Vestry of St. Paul's determines at some future date that the contents of the Memorial Garden should be exhumed and relocated, the contents of the Memorial Garden will be excavated to a depth of 12 inches and those contents will be relocated to the new location; provided however, St. Paul's does not covenant that the integrity of individual interment sites can be maintained in the course of a relocation.

#### **INURNMENT IN COLUMBARIUM**

19. NICHES IN COLUMBARIUM: Niches for inurnment will be located within the columbarium in the Memorial Garden. Each niche will be sufficient for the placement of up to 2 urns. St. Paul's shall retain title to each and every niche within the columbarium. However, St. Paul's will grant the right to the use of the individual niche in accordance with these Guidelines.

20. RESERVATION OF NICHES: To reserve a niche in the columbarium of the Memorial Garden for a future inurnment, a parishioner or family member should contact the Rector or the Office Manager. Sites in the Memorial Garden are reserved by executing the prescribed contract and paying the fee in effect at that time. Each contract shall be executed by the Rector. After a contract is executed and the fee paid is deposited in the St. Paul's Memorial Garden Reserve Fund, that has the effect of reserving the use of a niche in the columbarium of the Memorial Garden.

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

21. PRIORITY IN SELECTION OF NICHES: No individual may select a niche until he or she has complied with the provisions of paragraph 20 above. On or before November 3, 2013, the order of selection of individual niches shall be based upon the date an individual provided the Memorial Garden Committee with either written or verbal notice of his or her intent to purchase the right to use one or more niches in the columbarium. After November 3, 2013, the order of selection of individual niches shall be based upon the date and time an individual signed his or her contract for the right to use one or more niches in the columbarium.

22. COST: The Memorial Garden Committee, with the approval of the Vestry, shall determine the fee to be paid for reservation of a niche in the columbarium, and this fee will be adjusted from time to time as necessary to cover costs. The fee will cover the right to inurn ashes in the provided urn, the opening and closing of the niche, the inscription on the plaque of the niche, a portion of the cost of maintenance, and any other pertinent cost relating to the Memorial Garden.

23. NO TRANSFERS OF NICHES: The reservation of a niche in the Memorial Garden's columbarium does not convey any ownership interest in the niche or any part of the columbarium; and no transfer of a reservation of a niche may be made, except with the express written permission of St. Paul's Vestry.

24. CANCELLATIONS OF RESERVATIONS/ REFUNDS: Only the Purchaser and/or any individual specifically identified in the Contract reserving a niche may cancel the reservation. If a person desires to cancel a reservation of a niche in the columbarium of the Memorial Garden, he or she may do so in writing addressed to the Rector. When a reservation is properly cancelled prior to any inurnment in the respective niche, a 95 percent refund of the reservation fee paid shall be returned in the form of a check payable to the individual who entered the contract. If cancellation occurs any time after any inurnment in the respective niche, a 75 percent refund of the reservation fee paid shall be returned in the form of a check payable to the individual who entered the contract. A partial cancellation may be made by a surviving Purchaser following a single inurnment in a shared niche. In the case of a partial cancellation, no refund will be paid to the person cancelling the reservation.

25. LIMITATIONS ON USES OF NICHES: Each reservation shall be effective for the inurnment of up to 2 urns per niche. Each urn shall contain the cremated remains of one eligible individual who is identified in the Contract. No other objects or materials may be placed in the niche. Cremated remains must be prepared for inurnment by an individual or organization duly licensed and actively engaged in the Practice of Funeral Service in North Carolina, or with an equivalent licensure and activity in another jurisdiction; and the ashes must be inurned in a container supplied or approved by St. Paul's.

26. PLAQUES: Each individual niche will be marked by a plaque inscribed with up to 2 names and corresponding years of birth and death of the individuals inurned. St. Paul's will be responsible for making arrangements to have the plaque inscribed. Inscriptions on the plaque shall consist of the First name, Middle name and Last name of each individual inurned in the niche together, including his or her

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

full dates of birth and death. The selection of materials used for the plaque and the selection of the font and all other aspects, including the timing, of the inscription shall be in the sole discretion of the Memorial Garden Committee of St. Paul's Episcopal Church.

27. RECORDS: A diagram showing the location of each niche within the columbarium shall be kept in the Church office. The diagram shall also show if any particular niche is reserved or being used. With the diagram a record of all reservations shall be kept. A record of all individuals inurned shall be kept specifying the name, dates of birth and death, and contact information for the next of kin of each person whose cremated remains are inurned in the Memorial Garden. It is the responsibility of the next of kin to keep the contact information current with the Church office.

28. REOPENING NICHES: Niches will not be reopened after inurnment, except by (1) judicial order, or (2) in the case of a relocation of the columbarium, or (3) in order to place the ashes of a second individual in an occupied niche, or (4) upon the cancellation of a reservation after inurnment.

#### REMEMBRANCE WALL

29. REMEMBRANCE WALL DESIGN, LIMITATIONS AND COST. The Memorial Garden may also contain one or more Remembrance Walls to commemorate individuals. Only an individual's name will be inscribed on the Remembrance Wall(s). The location, materials used, appearance and design of the Remembrance Wall(s) shall be in the sole discretion of the Memorial Garden Committee of St. Paul's. The fee for inscription of a name in the Remembrance Wall(s) will be set and adjusted from time to time by the Memorial Garden Committee of St. Paul's.

I HAVE READ AND RECEIVED A COPY OF THESE GUIDELINES, AS CONFIRMED BY MY SIGNATURE BELOW:

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_

Purchaser Initials: \_\_\_\_\_