

EPIPHANY EVANGELICAL LUTHERAN CHURCH

MEMORIAL GARDEN AND COLUMBARIUM RULES AND REGULATIONS

Mission Statement

The Memorial Garden and Columbarium (the “Facility”) of Epiphany Evangelical Lutheran Church (the “Church”) has been established on the grounds of this Church to provide care for deceased persons who were a part of this congregation’s life and for deceased members of their immediate families. It includes niches for inurned cremated remains, a memorial garden for the interment of cremated remains, and wall mounted memorial plaques for those persons whose remains are placed in the garden or interred elsewhere. These grounds will be sacred to all who remember those persons who loved this congregation, served the Lord through its mission, died in the faith and hope of the gospel, and now abide with Christ Jesus our Savior.

Ownership

The Memorial Garden and Columbarium grounds and structure (including all niches, memorial plaques, and other permanently affixed memorials) remain the property of Epiphany Evangelical Lutheran Church to be governed by the Constitution and Bylaws of the congregation. Payment for the established fee for use of the Facility entitles the subscriber to the privilege of use but not the rights of ownership.

Governance

The Facility shall be under the auspices of the Congregational Council of Epiphany Evangelical Lutheran Church and managed by the Memorial Garden and Columbarium Ministry Team (the “Ministry Team”). The Ministry Team shall consist of at least five (5) members of the Congregation, and it shall be composed of the following:

The Team Leader shall be appointed by the Congregational Council for a term of two years, subject to on-going reappointment. A member of the Property Ministry Team shall serve as an ex-officio member, and all other members of the Ministry Team shall be recruited from the Congregation and serve without term limits.

The Ministry Team will report to the Congregational Council (see also 12, Financial Operations). The Ministry Team shall report annually to the congregation the total income and expenses for the past twelve months. The report shall include, but not be limited to, cash receipts from reservations of the items listed above, monetary gifts, and dedicated funds for perpetual maintenance and care. The congregation and council shall be informed of any significant changes made to the rules and regulations for the Memorial Garden and Columbarium. The duties of the Ministry Team shall include but not be limited to the following:

In cooperation with the Property Ministry team, securing and maintaining the Memorial Garden to at least the same standard as other property of Epiphany Evangelical Lutheran Church.

Notifying subscribers of any changes to rules and regulations.

In cooperation with the Church Treasurer, maintaining separate Columbarium records and financial accounting of the Ministry Team funds, to be reconciled annually.

Reviewing annually its costs, fees, policies and procedures.

Maintaining records as stipulated in the Records Policy Statement of the Church.

Meeting as a ministry team at least twice a year.

Submitting an annual report to the Congregation.

Memorial Garden and Columbarium Operating Rules

1. **ELIGIBILITY:** All baptized members of the congregation, present or past, and their immediate families may make use of this Facility. (Immediate family is defined as a spouse, parent, children, grandchildren, and sibling).
2. **USE OF NICHE:** (2a) Each niche may be used for the cremated human remains of eligible persons specified by a subscriber who has signed a Memorial Garden and Columbarium Agreement and paid the Usage Fee in full. Only two urns are allowed per niche and no other items; each urn shall contain the human remains of only one person and shall be the name noted on the Agreement. Each subscriber may appoint another person to make or change designations in case the subscriber dies or becomes incapacitated. In the event another person is not named or fails to serve, the Ministry Team shall function for the subscriber or appoint a substitute. Any used or activated niche cannot be surrendered back to the Church (except as noted in 2b below), and it cannot be sold or transferred by the subscriber. In the event a subscriber desires to cancel a usage that has not been used or activated, he or she may do so in writing to the Church pastor or to the Ministry Team, in which event a refund of the Usage Fee will be made to the subscriber less an administrative fee set by the Ministry Team.

(2b) Once the niche is being used and therefore is activated, then the subscriber or designated family owns the urn(s) inside the niche. If, however, the subscriber or designated family decides to remove the urn(s) so that the ashes can be located elsewhere, then the subscriber or designated family can choose one of two options by informing the Church and completing and signing an Agreement Amendment to: (1) Retain the niche as empty but keep the plaque(s) on the niche, or (2) Exchange the niche for a free memorial plaque(s); in which case the use of the

niche then reverts back to the Church. The subscriber's initial usage fees are not refundable.

(2c) If the subscriber or designated family desires to relocate the urn(s) in an activated niche (used with an urn inside and a plaque on the outside) and replace that urn(s) with another urn, then the subscriber or family must inform the Church of this change that names the replaced person(s) by completing and signing an Agreement Amendment. The current cost for the replacement plaque(s) must be paid plus an additional \$100 to process and remove each plaque(s).

(2d) If the subscriber or designated family decides to change the name on a signed Agreement for a niche that has not been used or activated (empty inside with no plaque on the outside), then the subscriber or designated family must inform the Church of the desired change clearly indicating the change of one person with another person by completing and signing an Agreement Amendment.

3. **URNS OR CONTAINERS:** All urns or other containers shall be for cremated human remains only and shall be of dimensions approved by the Ministry Team. The urn must be no larger than 5 ½" x 5 ½" x 9". The urn shall be provided by the deceased's family or legal representative and the provider shall be responsible for any engraving.
4. **USE OF THE MEMORIAL GARDEN:** The Memorial Garden shall follow the rules and regulations herein. Specific to the Memorial Garden, (a) the Pastor(s) shall meet with the family to explain the expectations of the Memorial Garden. The service shall follow a burial rite such as the rites in the *Lutheran Book of Worship* or *Evangelical Lutheran Worship*. Specific requests from the family regarding the order of service must be approved by the Pastor and must respect Lutheran theology and rites for burial of the dead. (b) Ashes shall be buried in the Memorial Garden with interment identified in one of the garden's four quadrants (Northeast, Southeast, Southwest, Northwest). No reservations for specific places (other than quadrants) shall be accepted. (c) The grave shall be at least 12 inches square and 12 inches deep; the dirt from the grave shall be placed in black pots and stored outside the Memorial Garden until after the service. One pot may be left over should the family wish to place dirt on the ashes. The family may place a live flower on top of the ashes. (d) After the service, the ashes will be placed in the bottom of the grave. The soil that was placed in the pot will be used to backfill the hole to ensure it is well tamped without settlement. (e) No mementos or ornamentation shall be allowed. (f) A parish register shall be kept with the name of the deceased, date of birth, and date of death; an acid-free record shall be kept in the congregational archives.
5. **NICHE ENGRAVING:** Engraving of the plaque(s) for each niche must be of uniform size and style as prescribed by the Ministry Team with the approval of Council. The Ministry Team will provide for such engraving with the cost paid when used. Each niche face will have a plaque for each inurned person, to be

inscribed only with the deceased's name, date of birth, and date of death. Such information shall be provided by the subscriber. Niches receiving the cremated remains of two eligible persons in two urns may be inscribed with such information for both persons on two separate plaques.

6. **MEMORIAL GARDEN ENGRAVING:** Each interment in the memorial garden shall be marked with a plaque and, in order to assure uniformity, only plaques authorized by the Ministry Team may be used. Inscriptions shall likewise be uniform in style and size and may include only the name of the decedent and the dates of birth and death.
7. **MEMORIAL PLAQUES:** Plaques in memory of persons whose remains are interred elsewhere may be reserved and mounted in one of the spaces designated for the purpose. They shall be uniform in material, dimension and style of inscription as specified by the Ministry Team and shall be inscribed only with the name and dates of birth and death.
8. **COSTS:** The cost for usage of niches, memorial plaques and memorial garden is set forth on Exhibit A hereto, and payments for such usage must be made in full at the time of application and signed agreement. There are no refunds for used or activated items. The Congregational Council, with the advice of the Ministry Team, retains the right to change the usage fees for inurnment/interment and plaques for memorials, or other memorials at any time except there can be no retroactive charge to those who have already subscribed and paid (the administrative fee for the surrender of a niche may be changed retroactively). The cost of a Funeral Director, of the actual cremation and all other such costs associated with a person's Funeral shall, of course, be the responsibility of the subscriber or the subscriber's designated representative.

The Church, through its Congregational Council and the Memorial Garden and Columbarium Ministry Team, shall provide for the perpetual care and maintenance of the Facility with no assessments or future charges to the applicant or the applicant's family after the total amounts for the reservation of the niche or for a memorial plaque have been paid.

9. **FLOWERS AND DECORATIONS:** No flowers, plants, decorations, or other individual memorabilia will be permitted to remain inside the Facility once an inurnment, interment or memorial service is completed.
10. **ACCESS:** Committal or memorial services may be held in the Columbarium either under the direction of one of the Pastors or with prior approval if an outside pastor is to be used. The Ministry Team or its designate is responsible for the opening and closing of niches or areas in the memorial garden for interment of remains. Access to the Memorial Garden is available at all times since the gates can be closed but not locked; however, it is preferred that persons visit the

Facility during daylight hours only for best viewing and safety. The Facility will be opened by ushers during Sunday church services for visitors.

11. **ADDRESSES:** It shall be the responsibility of the subscriber to keep the Church advised of his/her mailing address, the address of the person for whom the niche is reserved and the mailing address of the person designated as next of kin or contact person. This designated person will be the individual the Church will contact for any reason related to the Memorial Garden and Columbarium.
12. **LIABILITY AND RELOCATION:** Epiphany Evangelical Lutheran Church shall endeavor to protect the cremated remains and their urns after they are interred, but it shall have no responsibility for circumstances beyond its control. It reserves the right to alter or to move the Memorial Garden, or any of its contents thereof, if deemed appropriate by legal and/or unforeseen events that may occur such as the removal of the Church to a different site. Cremated remains shall only be removed in accordance with the laws of the Commonwealth of Virginia. No liability is assumed by the Church for any loss or damage to urns or cremated remains due to vandalism, acts of nature, the process of removal and relocation as described above or otherwise.
13. **FINANCIAL OPERATIONS:** All funds for the Memorial Garden and Columbarium shall be accounted for as funds of the Church and, as such, all income and expenses shall be included in the Church's annual budget and other/related reports. Since the Facility is part of the Church's overall ministry, the Congregational Council shall have ultimate authority for the funds related to the Facility. All subscription receipts for the niche, memorial garden, and memorial purchase shall be deposited in the Church's bank account but accounted for separately in a dedicated account as part of the Church's regular operating income.

All funds from usage fees and donations shall remain in the Facility's dedicated account. The Ministry Team shall calculate projected costs for plaques for all usage fees paid but unused for niches, garden, and memorials plus anticipated maintenance and repair costs to the perpetual use of the Facility. Any net amount may be deemed excess funds that the Ministry Team may, from time to time, provide for needed Church expenditures. Likewise, the Congregational Council may, as it deems necessary at times, allocate additional funds to the Facility's dedicated account from available church funds.

Since the Congregational Council has ultimate authority for the funds in the Facility's dedicated account, it may, upon review with the Ministry Team, request that any excess funds it has determined in the dedicated account be utilized for needed Church expenditures.

All expenses for the Facility shall be accounted for as expenses of the Church. The Property Ministry Team has responsibility for the basic day-to-day upkeep

and maintenance of the Facility. It shall include such normal expenses as part of its annual operating budget proposal, and it shall be responsible for approving such expenses when incurred. The Property Ministry Team and/or the Memorial Garden and Columbarium Ministry Team may also request approval for major expenditures related to urgent or immediate needs/repairs of the Facility as deemed necessary. Expenses for such urgent items shall be paid from the dedicated account described above. The Ministry Team has the responsibility for anticipating and recommending to Congregational Council major expenditures for items related to the perpetual care and growth of the Facility as deemed necessary or desirable. The Ministry Team will advise the Congregational Council of such needs and Congregational Council, upon consideration of such, will amend, authorize, or deny the recommendation(s).

On an annual basis, the Ministry Team shall prepare a report summarizing all subscription revenues and dedicated account spending activity for that year. The report shall be submitted to the Congregational Council based on report requirements. Occasionally, the Ministry Team may submit a report to the Congregational Council as it deems important or upon the specific request of the Congregational Council.

14. **RECORDS:** The master plan of the Memorial Garden and Columbarium, as-built and future modifications thereto, shall be maintained in duplicate with one set to be available in the Church. A record book of all sold niches, plaques, and memorial garden space shall also be maintained in duplicate with one set available in the Church Office. Any original Certificate of Reservation shall be maintained in the Church Office with the record book.

15. **CHANGES:** Changes to the Rules and Regulations of the Memorial Garden can be made at any time upon approval by a majority vote of the Congregational Council. Any and all such changes shall be published to the congregation and made known to subscribers as appropriate. With the exception of paid fees and other existing usage, such changes shall apply to all subscribers and agreement holders.

Exhibit A

Usage Fees With Signed Agreement To Be Paid In Full With Agreement

Niche & Plaque for Inurnment	\$2,400 for 1 Person \$3,000 for 2 Persons
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Memorial Garden (includes Interment of Ashes & Plaque)	\$600 per Person
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Memorial Plaque	\$600 per Person
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Note 1: All plaques shall be inscribed with one name only (no titles) and date of birth and date of death.

Note 2: Urns of a specific size (see page 2, item number 3 “Urns or Containers”) will be provided by the deceased’s family or representative and not by Epiphany Evangelical Lutheran Church. To maintain uniformity, engraving of the plaque(s) shall be provided by Epiphany Evangelical Lutheran Church.

Note 3: All fees are subject to annual review and possible increase per supply cost or rate of inflation.

Note 4: Payment for usage fees and plaques will not be refunded once the item has been used or activated.