



The Garden

PRESBYTERIAN CHURCH OF CHESTERTOWN

- An Overview
- Frequently Asked Questions
- Guidelines
- Interment Agreement

The Garden

PRESBYTERIAN CHURCH OF CHESTERTOWN



OVERVIEW

Concept: Throughout our lives, the church ministers to our needs. We are baptized in the church, nurtured by its teachings, and find fulfillment in service to its mission. If the church has been the center of one's life, then it is fitting that one closes the circle by having one's remains interred as near as possible to the place of worship. The Garden is a place for those who love this church and have a sense of closeness to it, which they would like to preserve even after death.

Purpose: The Garden provides a planned garden of beauty and serenity:

- for the use of church members, corporately and individually,
- for meditation and prayer,
- and for the disposition of the cremated remains of loved ones.

The remainder of this document will primarily address the use of The Garden for the disposition of cremated remains.

Approved on September 9, 2008 by the Session of the Presbyterian Church of Chestertown.

FREQUENTLY ASKED QUESTIONS

1. What is the purpose of The Garden?

The Garden provides a planned garden of beauty and serenity:

- for the use of church members, corporately and individually
- for meditation and prayer,
- and for the disposition of the cremated remains of loved ones.

2. Whose ashes may be interred in The Garden?

- Members and former members
- Current and former clergy
- Current and former staff
- Immediate family members of all of the above. *

** For our purpose, immediate family is defined as children, parents, grandparents, grandchildren, spouses, siblings and step-combination of each.*

3. I'm not a member of PCC, but have worshipped here regularly and would like to have my cremains interred in The Garden—what about me?

We encourage all who are an active part of our church life to consider the commitment of membership, however we understand that there are many reasons people choose not to join and we do not want you to make that choice solely on the basis of your desire to have your ashes interred in The Garden. Requests for interment by non-members will be referred by the Pastor to the Session, which will have final authority concerning the requests.

4. How do I buy a plot?

Unlike a cemetery where a burial site is selected and purchased, The Garden does not offer specific sites for the cremation of ashes. You may request a specific bed, but not an exact location within that bed.

5. Is there a charge?

A donation to The Garden Fund is requested. This donation pays for the maintenance and upkeep of The Garden, as well as the expenses for adding your name to the plaque in The Garden. At this time, the donation is \$750 per member interred and \$1,250 for non-members.

6. Regardless of when we die, my spouse and I want our ashes intermingled and interred together, is that possible?

The recommended biodegradable urns will hold only one set of ashes. So while we cannot accommodate the intermingling, we will provide adjacent interment sites to the best of our ability.

7. If my spouse and I choose to have our ashes interred at the same time in the same bed, do we pay one fee, or two?

Since the fee is actually a donation to the garden for maintenance and upkeep, and not a burial fee, it is still considered to be the interment of two cremains. The donation of two fees would be customary.

8. Can we reserve spots for all of our children and their spouses?

While we cannot designate specific sites for family members, we will honor family “bed” requests to the best of our ability.

9. When do I, or the family member handling my arrangements, make payment?

Payment should accompany the signed agreement. Any other arrangements for payment should be made directly with the Pastor.

10. When do I sign the agreement?

We welcome and encourage pre-planning. Packages are available at the church office. Once PCC has received your signed and witnessed agreement, and your interment fee, it will be signed by the Pastor or Clerk of Session. The original document will become part of the permanent church records. Two copies will be returned to you—one for your file and one for you to share with your executor or family member(s) who will be finalizing the arrangements for the interment of your ashes.

11. How do I know where my ashes will be interred?

A plat of The Garden is included in the interment packages. When you complete your agreement, you will place your name on the plat in the bed you have selected, and return the plat to the church office along with your signed agreement and donation. This will be attached to your agreement and become a part of the permanent church records. Two copies will be returned to you.

12. I'd like to be buried right next to the fountain; why can't I be more specific in my site selection?

There are a number of reasons why we cannot guarantee a specific spot within the garden bed. There are structural reasons—wires and pipes that make it impossible for us to dig a hole in a particular area. There are organic reasons—as our garden grows, the space will change. Roots may make it impossible for us to dig a hole in a certain spot. Plantings may die and be replaced eliminating the marker you have selected.

13. I'd like my family to know where my ashes were interred, how will I be remembered?

There are a number of answers to that question. First, once the interment has occurred, the specific site will be recorded on a location map in the church office. This will ensure that we do not reuse that site until an appropriate period of time has passed and enable us to share that information with your family members. Second, a plaque in the garden will bear the names of all those whose ashes are interred there. Plaques will be created and installed in the spring and fall for those interments which have occurred in the prior six months.

14. I hope to live many more years, what happens if I sign the agreement and select a site now?

Your site will be reserved for a five-year period. Renewal requests will be required at five-year periods.

15. What if I change my mind, or at the time of my death a family member decides that this site is no longer appropriate?

Should interment plans change, upon written request from the signer of the agreement, his/her Power of Attorney or his/her Executor, up to 50% of the original amount donated may be refunded on a pro-rated basis.

16. How are my ashes interred?

Cremated remains will be interred within the garden in biodegradable containers approved by The Garden Committee. Interment depth will be approximately 24 inches.

17. Can my family place a wreath on the interment spot?

At the time of interment, a live or cut flower arrangement may temporarily mark the covered burial site on a one-time basis. The Garden Committee has containers for this use. Ordinarily, these flowers will remain for 24-48 hours.

18. What about holidays and special occasions?

Other than at the time of interment, no individual memorials, including flowers, plants or other decorative items, are to be placed in the garden. We encourage families to consider placing flowers in the church as an appropriate memorial tribute.

19. My family would like to add my favorite plants to the bed I've selected. How can they do that?

We encourage families to discuss their options with our memorial coordinators. No individual memorials, including flowers, plants and decorations, are to be placed in The Garden. The Garden Committee maintains a wish list of items, which may be shared with interested donors.

20. I'd like to add a fountain to the bed I've selected. How can I do that?

While we encourage donations to The Garden Fund, this is shared community space. No individual memorials, including flowers, plants or other decorative items, are to be placed in The Garden. The members of The Garden Committee who serve at the pleasure of Session and report to the Property Elder safeguard the integrity of the garden design. The Garden Committee maintains a wish list of items, which will enhance the life, and design of The Garden. They will happily share the list with interested donors.

21. When can my friends and family visit?

Garden access is not restricted to church hours. Daylight visitors are encouraged and garden access is available by a separate driveway.

22. I'm not certain about what I want to do, or even how I feel about cremation, is there someone I can speak with?

The Pastor and memorial counselors are happy to meet with you to discuss The Garden and any aspect of preplanning. Feel free to call the church office to make an appointment.

GUIDELINES FOR INTERMENT OF ASHES

The following rules and guidelines apply to the Interment of Ashes in The Garden at the Presbyterian Church of Chestertown:

1. The Garden is available for the interment of the ashes of:
 - Members and former members
 - Current and former clergy
 - Current and former staff
 - Immediate family members of all of the above. *
2. Requests for interment by non-members will be referred by the Pastor to the Session, which will have final authority concerning the requests.
3. Arrangements for interment are made with the Pastor or the church office. We welcome and encourage pre-planning.
4. Those wishing to use The Garden must sign an Interment Agreement indicating a knowledge and acceptance of the rules and regulations governing The Garden. The agreement will be subject to these rules and regulations as amended from time to time, and to the extent the agreement is inconsistent with these rules and guidelines, the rules and guidelines will control. Any such amendments will be announced in the church newsletter.
5. The interment fee shall consist of a donation to The Garden fund. Payment should accompany the signed agreement. Any other arrangements for payment should be made directly with the Pastor.
6. Upon receipt of payment and a signed agreement, an individual site for the ashes may be pre-selected. A current record of the individual site locations will be kept in the church office. If such a request is made in writing, the site will be reserved for a five-year period. Renewal requests will be required at five-year intervals. Failure to renew the reserved site will free the reserved site for others to use. *
7. Should interment plans change, upon written request from the signer of the agreement, his/her Power of Attorney or his/her Executor, up to 50% of the original amount donated may be refunded on a pro-rated basis.
8. All church property is legally owned by the Presbytery of New Castle. The Presbyterian Church of Chestertown maintains all rights to the physical location and appearance of The Garden. It is understood that a variety of events and activities may occur within The Garden in accordance with the scope and mission of The Presbyterian Church of Chestertown.

* *For the purpose of this document, immediate family is defined as children, parents, grandparents, grandchildren, spouses, siblings and step-combination of each.*

9. Cremated remains will be interred within the garden in biodegradable containers approved by The Garden Committee. Interment depth will be 24 inches or more. Interred ashes will not be preserved intact and will not be recoverable. A live or cut flower arrangement may temporarily mark the covered burial site on a one-time basis. The Garden Committee has containers for this use. Ordinarily, these flowers will remain for 24-48 hours.
10. Perpetual care and maintenance of the Garden will be supported by donations, memorial gifts, and fees. (Any donation or memorial gift should be given to the Presbyterian Church of Chestertown and designated for The Garden.) The funds will be used as directed by The Garden Committee.
11. There will be no permanent marker for a specific interment site. No individual memorials, including flowers, plants or decorations, are to be placed in the garden, except as specified in #9 above. We encourage families to consider placing flowers in the church as an appropriate memorial tribute.
12. The names, without titles, of those interred in The Garden will be placed on a plaque located within The Garden. Plaques will be created and installed in the spring and fall for those interments which have occurred in the prior six months.
13. Management and operation of The Garden will be the responsibility of a five-member Garden Committee reporting to the Elder for Property. The committee will be nominated and elected by Session and include the Elder for Property, or his/her designated representative. Members may be elected to succeed themselves. The committee will elect a chairperson who will report to the Elder for Property. The Garden Committee will meet no less than annually to review rules, procedures, operation, funding, etc. and keep minutes of the proceedings. An Annual Report will be provided to the Session.
14. Perpetual care will be accomplished by members of the Garden Committee (or their designees). Necessary funding will be taken from The Garden fund, with the approval of the committee and the Elder for Property. Major changes initiated or approved by The Garden Committee will only be accomplished with the approval of Session.
15. Initially, and periodically, a legal opinion will be sought to ensure that usage and operational procedures are in agreement with appropriate codes and laws.
16. These rules and guidelines are adopted by the Session and may be altered and amended from time to time by a majority vote of the Session. No alterations, amendments or exceptions to the rules shall have any force and effect absent approval by the Session.

*Approved by the Session of the Presbyterian Church of Chestertown on September 9, 2008;
revised October 14, 2008.*

INTERMENT AGREEMENT

No. _____

Presbyterian Church of Chestertown
The Garden
Chestertown, Maryland

This Interment Agreement made this _____ day of _____, _____ by and between the Church, acting through its Pastor and Session (or their designee), and the Undersigned petitioner:

WITNESSETH: that the Church does grant unto petitioner the right to have interred in The Garden of the Presbyterian Church of Chestertown the ashes of _____ subject to the terms and conditions stated hereunder which are binding on all parts hereto.

Inasmuch as The Garden was established and is maintained by generous gifts from members and friends of this Church, petitioners are requested to consider a donation toward the future upkeep and preservation of the Garden.

In consideration of the right to have the ashes of the decedent interred in The Garden, the petitioner agrees as follows:

1. Custody and control of The Garden and all matters relating thereto are and shall be vested in all respects in the Session of the Church as duly constituted from time to time. A committee, hereafter called The Garden Committee, to be constituted as prescribed by Session, shall manage the use and maintenance of The Garden, subject to the direction and control of Session through the Elder for Property.
2. Application for interment and donations are made without any reservations, conditions or restrictions. No property right of any kind in or to The Garden or any portion thereof is or shall be acquired by or through the petitioner. It is the intention of the Church to exercise reasonable care in the maintenance of The Garden. However, neither the Church nor any person acting for the Church assumes or shall have any liability or responsibility for the maintenance of The Garden, for the preservation or loss of the ashes of any person interred in The Garden or for any matter of thing relating to The Garden.
3. Petitioner agrees and understands that this agreement is subject to the Rules and Guidelines for The Garden established by the Session of the Church. Petitioner acknowledges that he or she has been provided a copy of said Rules. Petitioner agrees and understands that, to the extent any language in this agreement is inconsistent with the Rules and Guidelines then in effect, the Rules and Guidelines will control.
4. Unless otherwise arranged by the Pastor or his/her designee, the interment fee for members, current and former clergy, and current and former staff shall be \$750.00 per interment, in the form of a donation to the Presbyterian Church of Chestertown designated for The Garden fund. All others will be \$1,250.00 per interment. Upon receipt of the fee and this signed document, a site may be pre-selected.

