

BYLAWS

MEMORIAL GARDEN COMMITTEE

WESTMINSTER PRESBYTERIAN CHURCH
1500 Scio Church Road
Ann Arbor, Michigan 48103

New version as of 7/21/2022; these bylaws supersede the 10/25/18 and the 8/15/19 versions.

In 1992 the Westminster Presbyterian Church of Ann Arbor established a Memorial Garden.

In today's busy world, people tend to move from community to community, often having no enduring ties to any one place. It is natural that the church should be the site for committal of ashes and the last rites of comfort. Although not all will wish it for themselves, through the Memorial Garden, the church offers an alternative to the conventional cemetery: the interment of ashes following cremation into a garden especially created for this purpose. This service provides a means of proclaiming our faith and serving those in need.

ARTICLE I

The name of this Committee shall be "THE MEMORIAL GARDEN COMMITTEE OF THE WESTMINSTER PRESBYTERIAN CHURCH, ANN ARBOR, MICHIGAN (Committee).

ARTICLE II

The purpose of this Committee shall be to operate and maintain an attractive garden to be used to intern ashes of remains. This garden is located to the west of the St. Andrews Fellowship Hall.

ARTICLE III

COMMITTEE COMPOSITION

The Committee shall consist of 4 to 6 members.

ARTICLE IV

COMMITTEE SELECTION

- The Committee Chair shall be selected by the members of the Committee.
- The Chair will appoint replacement members as needed.

ARTICLE V

COMMITTEE MEETINGS

- Regular meetings shall be held on the third Thursday from May through October, as needed.
- Special meetings shall be called as needed, or cancelled, at the discretion of the Chair.

ARTICLE VI

MEMORIAL GARDEN COMMITTEE RESPONSIBILITY

- This Committee shall have the responsibility and authority to establish policies and to recommend fees for Session approval.
- This Committee shall work to inform individuals concerning the internment procedures and the option of using the Memorial Garden as a final resting site.
- This Committee shall report on the operations and procedures of the Garden to the Facility Care Ministry Team.
- This Committee shall formulate and implement strategies to maintain and improve the Memorial Garden, in conjunction with the Facility Care Ministry Team.

ARTICLE VII

DUTIES OF COMMITTEE MEMBERS AND CHURCH SUPPORT PERSONNEL

- Chair
 - Ensure that the Memorial Garden Bylaws are followed and to ensure that the Memorial Garden is perpetuated.
 - Preside at meetings.
 - Coordinate the use of the Garden for other purposes.
 - Approve financial expenditures and sign vouchers.
 - Provide each new committee member a copy of the Memorial Garden Bylaws and personally acquaint the new member with the contents.
 - Submit a written yearly report to be available for inclusion in the church Annual Report.
 - Serve as the liaison between the Committee and the church Assistant Financial Secretary with respect to all payment of expenses and handling of funds.

- Secretary
 - Assemble and maintain complete records of the Memorial Garden Committee, minutes from meetings, photographs and documents.
 - Record the names of the internments in the Memorial Garden Book and make the information available.
 - Maintain the files of the Memorial Garden Agreement forms and, after interment, attach the Notice of Interment to the Agreement.
 - Record and distribute minutes of the proceedings of each meeting.
 - Maintain the Garden 'wish list' book.

- Committee Member
 - Recommend changes to the landscape of the Garden and plant replacement, in conjunction with the Facility Care Ministry Team.
 - Present to the Chair all bills and charges for Garden supplies.
 - Communicate the purpose and availability of the Garden to church members.

- Office and Facilities Administrator
 - Acknowledge receipt of Garden Interment fees and have the participant or his/her representative sign the Memorial Garden Agreement (a current copy of this form is included as Appendix A of this document).
 - After the Memorial Garden Agreement form is received by the Church, acknowledge receipt of the monies and acceptance of the contract by signing the Memorial Garden Agreement. The original will be put on file and a copy (both sides) will be returned to the participant.
 - Maintain a supply and distribute copies of the Garden Booklet as required, e.g., for new church members.
 - Open all mail addressed to the Memorial Garden Committee and ensure that all appropriate action is taken.

- Assistant Financial Secretary
 - Provide the Memorial Garden financial report for Committee meetings.
 - Keep records of monies received as gifts and prepayments.
 - Maintain an ongoing record of income and expenses to the Memorial Garden funds and compute and record an accurate record of assets.
 - Ensure that all monies for placement in the Memorial Garden fund, including gifts and fees, are payable to Westminster Presbyterian Church
 - Keep and monitor copies of the section of the church monthly financial statement that pertains to the Memorial Garden starting with the April 1992 statement.

ARTICLE VIII

INTERMENT PROCEDURE

- The time of the interment shall be set by the Minister, who will invite a Memorial Garden Committee member to be present to serve as a witness. The Minister and/or family member(s) shall put the ashes into the ground, and then lead the witness and any family members or guests, in a brief service of prayer and committal. The Minister and the witness shall sign the Notice of Interment (a current copy is included as Appendix B of this document), which will be filled out in duplicate and signed by the Minister who performed the interment and the witness. One copy will be attached to the Memorial Garden Agreement. The other copy is attached to the papers that come with the ashes and is sent to the family member or other person making the arrangements. Attendance at the interment ceremony by the family members is optional.
- Ashes shall be interred as weather permits.

ARTICLE IX

INTERMENT FEES - Approved by Session: 11/20/18

- Members: Effective January 1, 2019, \$500.00 (prepaid \$400.00, also effective January 1, 2019)
- Non-members: Effective January 1, 2019, \$800.00 (prepaid \$700.00, effective December 1, 2021)
- The fee structure shall be reviewed annually.

ARTICLE X

CHANGES TO THE BYLAWS

Changes may be made to the bylaws by a majority vote of Committee members.

ARTICLE XI

PARLIMENTARY AUTHORITY

Parliamentary authority is the most recent edition of Robert's Rules of Order.

The Memorial Garden of Westminster Presbyterian Church of Ann Arbor
1500 Scio Church Road
Ann Arbor, Michigan 48103

AGREEMENT made this ____ day of _____, 20__

Between Westminster Presbyterian Church of Ann Arbor, Michigan, hereinafter called "Westminster Presbyterian Church" or "The Church"

And _____ hereinafter called "The Participant"

The Church acknowledges receipt of the sum of \$_____.00 from the Participant.

The Church gives permission to have placed in the Memorial Garden of the Westminster Presbyterian Church the ashes of:

hereinafter called "The Designee".

(Print Designee's name for plaque)

(Street address) (City) (State) (Zip)

(Date of Birth) (Date of Death)

This Agreement is subject to the terms and conditions set forth on the reverse side hereof. The Participant acknowledges reading and understanding said terms and conditions and agrees to be bound thereby.

Signatures

Participant

Date

Westminster Presbyterian Church (Name)

(Title)

Terms and Conditions of the Memorial Garden of Westminster Presbyterian Church of Ann Arbor

The terms and conditions of the Agreement between The Church and The Participant on the reverse side hereof, relating to the Memorial Garden (hereinafter called "The Memorial Garden") are as follows:

- The use and maintenance of The Memorial Garden are under the exclusive control of the Westminster Presbyterian Church of Ann Arbor and shall be administered through the Session of The Church or a committee designated by such Session. No individual shall acquire any right whatsoever with respect to the use or appearance of The Memorial Garden or related memorial plaques or books. The Westminster Presbyterian Church of Ann Arbor may alter, modify, relocate, or discontinue the use of The Memorial Garden or any related memorial plaques or books whenever such changes are required or desirable, in the sole judgment of the Session of such Church.
- The Participant agrees and understands that ashes will be interred in the Memorial Garden and will not be recoverable or preserved intact. All ashes shall be placed in an undesignated space in The Memorial Garden, selected by The Church. No ashes shall be removed from a space in The Memorial Garden. No Participant or any person may acquire any right in the physical location or appearance of The Memorial Garden. It is understood that a variety of activities and events may occur within the site of The Memorial Garden.
- The ashes of the following persons are eligible for interment in The Memorial Garden: (a) a member of the Westminster Presbyterian Church of Ann Arbor; (b) a spouse, parent, grandparent, child, grandchild, brother or sister of a member of the Westminster Presbyterian Church of Ann Arbor; or (c) any other person who the Session or a committee designated by such Session shall accept for interment in The Memorial Garden.
- A payment to "The Memorial Garden of the Westminster Presbyterian Church" will be required from each Participant for use of The Memorial Garden prior to granting permission to use The Memorial Garden. The amount of such required payment shall be determined from time to time by the Session of The Church or a committee designated by such Session. The Participant's payment hereunder is without reservation and may be used by The Church for any lawful purpose. No property right of any kind is acquired by or through The Participant or The Designee.
- Upon written notification to and approval by The Church, The Participant may change The Designee or The Participant to another eligible person. Approval by The Church shall not be unreasonably withheld. A reasonable transfer fee will be charged for such services.
- No transfer of this Agreement, either voluntary, involuntary, or by operation of law, shall be made or be effective without prior written consent of The Church, which shall not be unreasonably withheld. Upon the death of The Participant or any other person previously consented to by The Church as the successor to The Participant's rights, The Agreement shall pass as The Participant or such other person may by will direct, or, in the absence or failure of such testamentary direction, to the heirs at law of The Participant or such other person, as the case may be, provided however, that such passage in each instance shall be subject to approval by The Church, which shall not be unreasonably withheld. In the event that approval of The Church shall not be given to the transfer of The Agreement, The Church shall have the absolute right to elect, but need not so elect, to repurchase The Agreement and redeem and cancel The Agreement under tender of repayment of the amount paid to The Church at the time The Agreement was first signed.
- The names of all persons whose ashes are interred in The Memorial Garden will be entered in a permanent memorial book maintained by The Westminster Presbyterian Church of Ann Arbor. A plaque bearing the name of person whose ashes are interred in The Memorial Garden will be purchased and maintained by The Church.

- The Church and those acting on its behalf shall not be liable for damage or loss to ashes or for other damage or loss of any kind.
- The Session of The Westminster Presbyterian Church of Ann Arbor, or a committee of such Session, may from time to time adopt administrative Rules and Regulations pertaining to the use, appearance, maintenance, costs, improvement, and perpetuation of The Memorial Garden, memorial plaques, and memorial records.
- No interment of ashes or memorial services shall be conducted, nor shall any flowers, plants or decorations be placed in or about The Memorial Garden without prior approval. It is the responsibility to inform the funeral home to send the ashes of The Designee to The Church interment
- All these terms shall be binding on The Participant and any successor recognized and accepted by The Church and shall be binding on The Church and its successors.

NOTICE OF INTERMENT
THE MEMORIAL GARDEN OF
WESTMINSTER PRESBYTERIAN CHURCH

1500 Scio Church Road
Ann Arbor, Michigan 48103

(Name)

(City)

(State)

(Date of Death)

On _____ (Date) the ashes of the above-named person were interred in
the Westminster Presbyterian Church Memorial Garden.

(Minister)

(Witness)

(Date)

07/22