

**TRINITY CHURCH, GULPH MILLS  
MEMORIAL GARDEN  
RULES AND REGULATION**

**In an effort to meet the needs of many persons at Trinity Church, Gulph Mills, King of Prussia, Pennsylvania, it was deemed appropriate to set aside consecrated ground for the interment and scattering of cremated remains ("ashes") of deceased parishioners and others. Therefore, on the premises of the Church, an area was dedicated as the Trinity Church, Gulph Mills Memorial Garden.**

**1. Governing Instrument**

**The Memorial Garden is established and governed by the Declaration of Trust by Trinity Church, Gulph Mills, King of Prussia, Pennsylvania dated October 14, 2002, as amended from time to time, consistent with the laws of the Commonwealth of Pennsylvania.**

**2. Administration of Memorial Garden**

**The Declaration of Trust provides that the Memorial Garden is to be operated and administered by a Board of Overseers, the members of which are appointed by the Vestry of the Church.**

**3. Reservations**

**The ashes of any deceased member of the Church, or the ashes of any deceased parent, spouse or child of a member of the Church, or others whose eligibility shall be determined by the Rector, may be accepted for interment in the Memorial Garden or scattering in the Memorial Garden's Flower Garden. Membership in the Church is defined by the By-laws of the Church.**

**4. Interment**

**(a) Requests for Interment should be made to the Parish Office. Applicants will be given a packet containing:**

- an Application For Interment Space and/or Scattering**
- an Agreement of Interment**
- a Statement of Interment**
- a copy of the Trinity Church, Gulph Mills Memorial Garden Rules and Regulations.**

**The Application will be considered by the Board and, if approved, signed and returned to the applicant. Following approval, applicants should complete the Agreement of Interment and submit the completed Agreement with a check for the fee, payable to Trinity Church, Gulph Mills Memorial Garden Fund.**

**(b) Container for Interment**

**The ashes of the deceased person must be placed in a biodegradable container. The maximum size of the container is 5"x 5-1/2" X 8". If the container is not biodegradable or is oversize, the Church reserves the right to transfer the remains to a suitable container prior to interment.**

**(c) Burial Permit**

The representatives of the decedent are responsible for securing the requisite Burial Permit prior to interment.

**(d) Time and Manner of Interment**

Interment of ashes will occur at a time and in a manner to be worked out with the Rector.

**(e) Record of Interment of Ashes**

A record of interment shall be made on a chart/register showing the location of each interment, the date of interment, the full name of the decedent and the dates of birth and death. The chart/register shall become a part of the official records of the Church. The Board shall issue a Statement of Interment, in duplicate. One copy shall be filed with the Church and become a part of the official records of the Church. The second copy shall be provided to the decedent's family or legal representative. The Statement of Interment shall indicate the services performed by the Board and the Church.

**5. Scattering of Ashes**

**(a) Requests for Scattering of Ashes should be made to the Parish Office. Applicants will be given a packet containing:**

- an Application For Interment Space and/or Scattering
- an Agreement for the Scattering of Ashes
- a Statement of Scattering of Ashes
- a copy of the Trinity Church, Gulph Mills Memorial Garden Rules and Regulations.

The Application will be considered by the Board and, if approved, signed and returned to the applicant. Following approval, applicants should complete the Agreement for the Scattering of Ashes and submit the completed Agreement with a check for the fee, payable to Trinity Church, Gulph Mills Memorial Garden Fund.

**(b) Burial Permit**

The representatives of the Decedent are responsible for securing the requisite Burial Permit prior to interment.

**(c) Time and Manner of Scattering of Ashes**

Scattering of ashes will occur at a time and in a manner to be worked out with the Rector.

**(d) Record of Scattering of Ashes**

A record of the scattering of ashes shall be made in a register for each scattering listing the full name of the decedent and the dates of birth and death and the date of the scattering. The register shall become a part of the official records of the Church. The Board will issue a Statement for the Scattering of Ashes, in duplicate. One copy shall be filed with the Church and become a part of the official records of the Church. The second copy shall be provided to the decedent's family or legal representative. The Statement of Scattering of Ashes shall indicate the services performed by the Board and the Church.

## **6. Fees**

A fee approved by the Board and in effect at the time of the application, shall be charged for the space(s) and interment(s) and for the Scattering of Ashes. The current fee for the reservation of a single space for interment is \$650.00. The current fee for a single scattering of ashes is \$650.00. The fees shall be paid by check made out to Trinity Church, Gulph Mills Memorial Garden Fund and submitted to the Parish Office together with the completed Agreement. The aforementioned fees are non-refundable and are subject to change by the Board.

## **7. Memorial Plaque and Cross**

A bronze plaque showing the names of the decedents and the dates of births and deaths shall be installed. Bronze nameplates for the plaque will be uniform and will be purchased by the Board.

## **8. Prohibition Against Monuments**

No monument, marker, flag, wreath, or other object, other than those structures and plantings placed by the Board shall be erected or placed upon or in the area designated as the Memorial Garden.

## **9. Termination of Unused Reserved Space**

In the event that no interment has occurred in a reserved space within fifty (50) years after signing the agreement, the Board may declare the rights created by the reservation to be terminated. The applicant and/or any individual whose remains were designated for interment shall be notified (if possible) of the pending termination for confirmation of intent of interment.

## **10. Memorial Garden Fund**

Income from the Memorial Garden shall be deposited in an interest bearing account to the credit of the Memorial Garden Fund of Trinity Church, Gulph Mills. Except as provided herein, the Board shall use the Fund solely for the purpose of paying the costs incurred for interment and for the general maintenance and upkeep of the Memorial Garden. Annually, a report shall be prepared by the Board and presented to the Vestry showing a record of interments and scatterings performed, fees collected, expenses incurred since their last report to the Vestry and the current balance of the Memorial Garden Fund and any such other pertinent data as may be required by the Vestry. To the extent that the amount of the Fund exceeds the sum of 15% of the of the total of all fees received for interment or scattering and the total amount estimated to be appropriate to maintain the Memorial Garden for the next five years, the Overseers shall have discretion to transfer such excess to the Church operating account for maintenance of the Church property.

## **11. Amendments**

These Rules and Regulations may be amended by majority vote of the Overseers.

Approved by the Overseers on October 14, 2002