

## Cemetery Committee Meeting

August 5, 2013

Present: Matthew+, Jim, Galib, Pat, Colleen, Bunky, Kathleen

1. Revision of the Certificate/Receipt
  - a. Jim presented the emended certificate after Maureen had made suggestions regarding the wording of requiring the placement of a marker within the year
  - b. Jim has not found any legal requirement to place a permanent marker in a cemetery
  - c. Galib noted that the Church of the Resurrection Memorial Cemetery is not a legal entity
  - d. **Decision: Change the entity in the contract to The Church of the Resurrection rather than The Church of the Resurrection Memorial Cemetery**
  - e. Jim explained that:
    - i. There are no unmarked plots since the recent incorporation of the cemetery
    - ii. He has notes of where everyone who has been buried is located in three different places
    - iii. The expectation of placing a marker is an insurance in case the above records gets lost
  - f. **Decision: Change the wording on the contract to make it solely the family's/estate's obligation to place the marker on the plot within a year of the interment**
  - g. **Decision: Remove the wording in the contract that says that the Church will take responsibility for placing the marker and charging the family/estate**
  - h. Galib suggested that the requirements for the marker ought to be included in the contract
    - i. Jim noted that those requirements for the marker are found in the receipt given to the signatory of the contract
  - i. **Decision: Include the requirements for the marker in the contract itself**
  - j. Galib asked about the perpetual care of the cemetery
    - i. Jim noted that he removed the phrase from the contract
    - ii. Matthew+ noted that the phrase is on contracts sold in the past
    - iii. Galib noted that state law requires a report to be filed each year if a

contract includes perpetual care

- k. **Decision: We need to do more research into the state law regarding perpetual care and revisit this issue at a future meeting**
2. Should we require all interments of ashes to be confined to the cemetery?
  - a. Jim: Ashes should be buried in a grave in the cemetery as an issue of respect for the dead and facility of maintaining the grounds of the church
  - b. **Decision: The Church ought to require as a policy that all interments of ashes should be confined to the cemetery**
3. Determine whether all required permits are up to date
  - a. Galib found the permits in state law Title 9, 34.03.02
  - b. The fee is \$50 per year
  - c. Concern regarding back fees
4. Decide if our pricing for plots and services is appropriate
  - a. **Decision: The website should be the authoritative source for fees regarding the cemetery**
  - b. **Decision: We should remove the language of charges regarding opening and closing the grave from the fee schedule on the website since this is usually the responsibility of the funeral home**
  - c. **Decision: It ought to be a lesser fee to open and close a grave for ashes (4x3) than to open and close a 4x9 grave**
  - d. **Decision: The church is willing to open and close a grave for the interment of ashes for a fee to be determined by the vestry**
5. Miscellaneous policies
  - a. **Decision: Require a death certificate before opening a grave for the burial of an individual**

We will need another meeting to approve the language of the contract and prepare a report to the vestry.

## Cemetery Committee Meeting

August 12, 2013

### Minutes

**Present:** Matthew+, Bunky, Jim, Galib, Kathleen, Colleen

#### **Old Business**

1. Changing the entity in the contract
  - a. Jim has done this in the recent revision of the contract
2. Changing the wording for the Perpetual Care in the contract
  - a. Jim has removed it in the revision of the contract
  - b. It is an open question for the vestry to decide whether, in a future date, we will provide perpetual care
3. Questions regarding fees
  - a. Since we are a bona fide religious non profit organization, Jim's research indicates that we are exempt from state fees
4. Putting the requirements for the marker in the contract
  - a. Jim put the marker requirement in the contract (that it be a flat marker in within the year) as a suggestion
  - b. Jim removed the wording in the contract indicating that the Church of the Resurrection would put in a marker if the family fails to do so

#### **New Business**

1. Is the pricing schedule as posted on the website for 4x3 vs 4x9 appropriate?
  - a. **Decision: Maintain the distinction between the member and non-member pricing**

- b. **Decision:** Maintain the prices for burial in the 4x9 and 4x3 plots as currently listed in the website schedule of prices
  - c. **Decision:** The incumbent property warden and his designees are willing to open and close the plot for the interment of ashes, and Jim suggests the total cost of \$75
  - d. **Decision:** Remove the item for the pricing of the columbarium
2. Is it appropriate to require a death certificate before opening a grave?
- a. This protects the church that we have accurate information as to who is buried there
  - b. Jim noted that this is common practice at commercial cemeteries
  - c. Jim noted that there are people buried in the cemetery right now (since 1980) about whom he has no information
  - d. **Decision:** We will require a death certificate before opening a grave
3. Are we ready to present the report of the committee to the vestry?
- a. **Decision:** Yes