

POLICIES AND PROCEDURES
THE COLUMBARIUM AT ST. ANDREW'S EPISCOPAL CHURCH
McKINNEY, TEXAS

STATEMENT OF PURPOSE

The Columbarium at St. Andrew's Episcopal Church ("Columbarium") reflects a celebration of the end of earthly life and the promise of life eternal. The Columbarium will allow the Church to comfort its family members over the generations at times of death and bereavement. Interment within the Columbarium will provide a final consecrated resting place for private and community prayer and meditation.

DEFINITIONS

- A-1. Church –** The term "Church" as used herein, shall refer to St. Andrew's Episcopal Church, McKinney, Texas.
- A-2. Vestry –** "Vestry" shall refer to the Vestry of The Church.
- A-3. Rector –** "Rector" shall refer to the Rector of The Church, or in the event there is no Rector, then to the clergy person who is the acting Rector at the time of reference.
- A-4. Pastoral Staff –** the ordained clergy of the Church.
- A-5. Church Staff –** the administrative and clerical staff members employed by the Church.
- A-6. Columbarium Garden ("Garden") –** that future dedicated area within the Church grounds for the perpetual care of loved ones in witness to the celebration of the end of earthly life and the promise of life eternal.
- A-7. Columbarium Committee ("the Committee") –** The Committee, composed of Church members, shall be responsible for implementing the Policies and Procedures for the operation of the Columbarium. The Committee shall report to Vestry and the Committee's policies, procedures, and members are subject to the approval of Vestry.
- A-8. Columbarium –** the permanent structure within the Church and/or Church grounds that contains niches designed to hold the urns containing human cremains.

- A-9. Application to Purchase a Right of Interment (“the Application”)**– the initial document required to request a Right of Interment.
- A-10. Certificate of Right of Interment (“the Certificate”)**– the document issued by the Church granting the right to inter human cremains within the Columbarium. Upon receipt of full payment, the Committee shall deliver the Certificate to the Certificate Holder, together with a copy of these Policies and Procedures.
- A-11. Certificate Holder** – one who has purchased a Right of Interment as evidenced by a Certificate of Right of Interment issued to the CertificateHolder, or his legal designee by the Columbarium Committee.
- A-12. Cremains** – cremated human remains of the deceased for the purpose of interment in the Columbarium.
- A-13. Urn** – permanent, standardized containers approved and supplied by the Committee.
- A-14. Inurnment** – the placement of cremated remains in an urn.
- A-15. Niche** – one of several spaces in a permanent, specially-constructed framework, each niche having:
- (i) space for one or two urns in which human cremains are placed;
 - and
 - (ii) a uniform front upon which the identifying inscription is engraved.
- A-16. Interment** – permanent disposition of remains by placement in a niche.
- A-17. Inscription** – uniformly engraved information identifying the cremains of the deceased. Refer to Inscriptions H-1 to H-3 of these Policies and Procedures.
- A-18. Memorial Plaque** – uniformly engraved information to identify and/or honor a deceased loved one, in lieu of interment. Refer to Inscriptions H-1 to H-3 of these Policies and Procedures.
- A-19. Policies and Procedures** – the policies and procedures as described in this document and in B-1 below.

GOVERNANCE AND SUPERVISION

- B-1. Governance** – The Columbarium located within the Church and/or Church grounds is owned by and is part of the Church. The administration, operation and maintenance of the Columbarium is the ultimate responsibility of the Vestry which may delegate certain powers, as appropriate, to the Committee with respect to the administration, operation and maintenance of the Columbarium. The Committee is authorized to provide a set of Policies and Procedures and to recommend any changes that may be required, from time to time, in such Policies and Procedures. The original Policies and Procedures and subsequent changes recommended by the Committee shall become effective upon approval by the Vestry.
- B-2. Temporary Exceptions and Modifications** – Special situations may arise in which the enforcement of a policy or procedure may impose unnecessary hardship. Therefore, the Committee may, with the approval of the Rector, temporarily amend, repeal, suspend or waive any or all of the Policies and Procedures. Any such temporary exception or waiver shall in no way be construed to constitute a continuing waiver of a specific Policy or Procedure, unless specifically approved by the Vestry.
- B-3. Committee Structure** – The Committee shall consist of four (4) members of the Church each appointed by the Rector to serve a term of two (2) years. Two (2) members of the Committee shall be appointed each year at the annual meeting. The Committee will elect its own chair at the first meeting of each new year.

RIGHT OF INTERMENT

- C-1. Subject to Laws** - In addition to these Policies and Procedures, all interments and removals shall comply with all federal, state, and local laws, rules and regulations to the extent they are applicable to the Church. Nothing herein shall be construed as a waiver of any exemption the Church is provided pursuant to such laws, rules and regulations.
- C-2. Eligibility** - Interment in the Columbarium shall be available to any member or former member of the Church, ordained clergy, employees and former employees of the Church, and members of the above-stated persons' immediate family. Immediate family shall include: siblings, parents, children and grandchildren (natural, adopted, foster or step) and the spouses of the above-stated persons. Requests for interment of persons outside the above categories may be honored if recommended by the Committee and approved by the Vestry.

C-3. Fees -

A one-time fee shall be collected by the Church for the Right of Interment in the Columbarium. This fee, as specified in the current Schedule of Fees, includes all costs directly associated with interment, inscription of names and dates, and perpetual care of the Columbarium. Upon recommendation by the Committee and approval by the Vestry, the fee may be changed from time to time. A Certificate Holder, as herein defined, will neither be reimbursed nor assessed additional costs if the fee changes.

The one-time fee for the Right of Interment does not include the cost of cremation, transportation or other off-premises costs. The customary fees and costs associated with religious or memorial services are not included in the one-time fee; a schedule of these fees and costs may be obtained directly from the Church.

In the event that a Certificate Holder initially purchases a single-urn niche and later elects to apply to have an additional eligible person placed within that niche, at the time of such application the Certificate Holder shall be required to pay the then current difference in the price of a double-urn niche and single-urn niche.

The Rector may waive the fees for any part of or all the payment for anyone otherwise eligible. The niche to be used in this situation shall be designated by the Rector.

C-4. Purchase of a Right of Interment - To purchase a Right of Interment, an eligible person may obtain the appropriate Application, a copy of these Policies and Procedures, and supporting materials from the Church office. Complete Application information, forms, Policies and Procedures, and supporting materials may also be downloaded directly from the Church website. The applicant shall complete all applicable forms and submit them to the Committee. A member of the Committee will contact the applicant to ensure that all information is correct and then submit the application to the Committee for final approval.

C-5. Exclusive Right to Use - Upon approval of the application and receipt of full payment, the Committee shall deliver the Certificate of Right of Interment to the applicant (now Certificate Holder), or his legal designee. The Certificate shall be issued in the name of the Certificate Holder. No cremains may be interred except those for persons listed on the Certificate.

If the Certificate Holder has purchased a single-urn niche, under no circumstances will the cremains of any additional person be interred with the person listed on the Certificate in that niche.

- C-6. Selection -** The Certificate Holder shall have the right to select any Niche(s) or Memorial Plaque(s) which are available at the time the application is approved. If more than one application has been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches or plaques shall be sold to a family than those necessary to inter the cremains of all eligible persons in that family.
- C-7. Purchase of a Memorial Plaque -** To purchase a Memorial Plaque, an eligible person may obtain the appropriate Application and Inscription Order Form from the Church office or website. The applicant shall submit the form to the Committee. A member of the Committee will contact the applicant to ensure that all information is correct and then submit the application to the Committee for final approval. Upon approval and receipt of payment, the memorial plaque will be ordered.
- C-8. Title and Retained Rights -** Neither the Certificate Holder nor purchaser of a Memorial Plaque acquires property rights in the Columbarium, any of its niches, Memorial Plaques, or any of the Church's property. Legal title to the Columbarium remains with the Church at all times. The Certificate of Right of Interment attests only to the right to inter the cremains of the person(s) named on the Certificate in the specific location listed in the Certificate. In the event of a discrepancy between the Certificate and the administrative records maintained by the Committee, the latter shall take preference.
- C-9. Certificate Holder's Obligation of Notification -** It shall be the duty of the Certificate Holder to notify the Church office of any change in mailing address and related information. Notice sent to a Certificate Holder at the last address on file in the Church office shall be considered sufficient and proper legal notification for all.

ARRANGEMENTS FOR INTERMENT SERVICES

- D-1. Pastoral Services -** The Pastoral Staff shall have complete authority for all religious services of committal as defined by *The Book of Common Prayer*. The committal service shall be at the convenience of the clergy and the family of the deceased to be interred. Only ordained clergy serving St. Andrew's Episcopal Church, or ordained clergy invited by the Rector of the Church, shall be authorized to officiate at an interment service in the Columbarium. The interment shall be in the manner directed by the Pastoral Staff.
- D-2. Application for Memorial Services -** A family representative, or their legal designee, is responsible for making interment arrangements with the Church in

accordance with the applicable provisions of the Section 711.002, Disposition of Remains. Duty to Inter, Texas Health and Safety Code.

- D-3. Responsibility for Identity** - The Church and the Committee shall not be liable for ensuring the identity of the human cremains delivered for interment.
- D-4. Interment Permits** - Any permits for interment required by applicable federal, state or local laws must be secured and furnished by the Certificate Holder, the family of the decedent or the funeral director. In no event shall the Church be responsible for acquiring any such permits.
- D-5. Urns and Engraving** - Interment shall be made only in the urn supplied by the Church. The face of the niche, face of the urn lid, and/or memorial plaque shall be uniformly engraved only with the deceased's name, date of birth and date of death, as provided on the Inscription Order Form.
- D-6. Opening and Closing of Niches** - The Church shall arrange for the opening and closing of niches at the time of interment. Cost is included in the original purchase price of the niche.
- D-7. Content of Niches** - Only urns and human cremains are permitted in the niches.

DISINTERMENTS AND REMOVALS

- E-1. Removal for Profit Prohibited** - Removal of cremains so that the niche interment rights may be sold for profit, or removal contrary to the express wish of the original Certificate Holder, is repugnant to the ordinary sense of decency and is absolutely forbidden.
- E-2. Removal from Niche Location** - The urn(s) containing cremains and the engraved inscription may be removed from the original niche upon the written consent of (a) the Church and (b) the Certificate Holder (or his or her legal representative or successors). If the move is requested by the Certificate Holder (or his or her legal representative or successors), then the Certificate Holder (or his or her legal representative or successors) will be charged the current cost of removal and the rights to the niche shall revert to the Church, with no compensation due to the Certificate Holder's estate. If the move is at the convenience of the Church, there will be no charge to the Certificate Holder's estate (or his or her legal representative or successors).
- E-3. Security of Cremains** - The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The Certificate Holder(s) will assume the risk of the loss,

destruction or desecration of the decedent's remains from any or all other causes.

E-4. Relocation / Removal of the Columbarium - The Church expressly reserves the right, at any time, for any reason, and at the sole and unfettered discretion of The Church, to move the Columbarium and/or Memorial Plaques to another location within the Church campus. In the event that the Columbarium and/or Memorial Plaques are moved to another location within the Church campus, the Church shall exercise reasonable effort to locate and notify the last known representative of each person interred in the Columbarium or memorialized by a plaque of the new location.

By purchasing a Right of Interment or Memorial Plaque, the Certificate Holder specifically acknowledges and agrees:

- a. that the Columbarium and Memorial Plaques shall initially be located on the west side of the Narthex of the Church;
- b. that the long term vision for the Columbarium is to construct a garden space on the Church grounds that will contain the columbarium units and panels of Memorial Plaques ("the Columbarium Garden"); and,
- c. the Columbarium unit and Memorial Plaques initially located in the Narthex of the Church will be transferred to the Columbarium Garden upon its completion, with all costs for such transfer to be paid by the Church.

If for any reason, The Church ceases to exist in its present location or the use of its facilities is converted to another use other than as a church, then all remains in the Columbarium shall, at the direction of such person or persons then having authority with respect to the affairs of The Church (which may be the governing authorities of Episcopal Diocese of Dallas or The Episcopal Church) be removed to and interred at a location designated for use as a Columbarium. The remains will be removed by The Church at its own cost and placed in an alternate site. In such event, the Church shall give not less than 60 days' notice of the intended disposition of the Columbarium and its contents by certified mail to the address of the last known representative of each person interred in the Columbarium.

E-5: Temporary Removal for Repairs - In the event the Columbarium requires repairs in order to maintain its integrity, the Certificate Holder agrees to permit the temporary removal of any remains until those repairs are completed.

E-6: Waiver of Liability - Neither the Church nor its employees, the Rector, the Wardens, nor any Vestry member, shall be liable for any claim or damages arising in

conjunction with the Columbarium or from any cause except for loss resulting from the gross negligence or willful misconduct of said party or parties.

In any event, the amount recoverable for such claim or damages shall be limited to the total amount paid by the Purchaser for said rights and, due to the difficulty of determining the extent of any such recoverable amount, said interment rights payment shall constitute the entire liquidated damages thereof.

Each Certificate Holder agrees that their execution of the Application to Purchase Right of Interment acknowledges: (i) their receipt of consent to, and agreement to fully comply with these Policies and Procedures, as may be amended from time to time; and (ii) that these Policies and Procedures include certain waiver of rights and potential claims.

TRANSFERS OR RE-ASSIGNMENTS

- F-1. Unilateral Transfer by Certificate Holder Prohibited** - All rights conferred shall be exclusive to the Certificate Holder and shall not be assignable or transferable by unilateral act of the Certificate Holder. This includes any exchange for value, inter vivos gift, testamentary transfer, or pledge as collateral for any loan.
- F-2. Right of First Refusal** - The Church retains the right of first refusal to purchase any unused interment rights from any Certificate Holder at the then current standard purchase price or the original purchase price, whichever is the lower, prior to the transfer or assignment of said rights to any other owner. Any new owner must meet the criteria for Eligibility and shall be subject to approval by the Committee.
- F-3. Transfer of Rights** - Should the Church elect not to execute its Right of First Refusal, a Certificate Holder may make a request in writing to the Committee to transfer or assign the Certificate Holder's rights to an eligible transferee. The request shall state the criteria for eligibility of the proposed transferee, as defined in these Policies and Procedures. The Committee shall approve such request provided it finds the proposed transferee eligible.

Upon approval of the request, the first Certificate Holder shall surrender his/her Certificate of Interment Rights and the eligible transferee shall complete the Application process. Upon approval of the eligible transferee, the Committee shall issue a new Certificate of Interment Rights to the

eligible transferee. The eligible transferee, now Certificate Holder, shall be bound by these Policies and Procedures.

- F-4. Transfer Charges** - All transfers of ownership of a Certificate shall be subject to a fee found in the current Schedule of Fees. The charge shall be paid by the original Certificate Holder before the transfer is recorded and the new Certificate is issued.
- F-5. Limitations** - If any niche is not used within fifty (50) years of the purchase of interment rights AND the Certificate Member (or his or her legal representative, successors, or immediate family) is no longer known to the Church, the Committee will be free to reassign such niche.

FLOWERS, ORNAMENTS, DECORATIONS

- G-1. Floral Regulations** - No flowers or plants shall be placed in the Columbarium at any time, with the exception of temporary decorations during special services and subject to the consent of the Pastoral Staff.
- G-2. Other Ornaments, Decorations** - The use of felt, silk, satin, velvet or other cloth in a columbarium niche is prohibited. No boxes, cans, shells, toys, wreaths, metal, signs, cards, vases, photographs, artificial flowers, flags or any other such article, emblem or ornament shall be permitted in the Columbarium, and if so placed, the Committee reserves the right to have any such articles removed and disposed of without notice or liability.

INSCRIPTIONS

- H-1. Uniformity of Engraving** - The engraving on each face shall be of a uniform size and font as determined by the Committee.
- H-2. Conformity of Text** - The inscription shall consist only of the name of the deceased, date of birth, and date of death.
- H-3. Correctness of Inscription** - An Inscription Order Form will be completed and signed by the person(s) entitled to do so. The information on this Form will be relied upon when engraving the face of the niche and the lid of the urn and/or Memorial Plaque. Arrangements will be made by the Church for the engraving, in accordance with the names and dates so furnished.

CONDUCT OF PERSONS WITHIN THE COLUMBARIUM

- I-1. Church Decorum** - The Columbarium is part of the Church, and all persons entering the area of the Columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in the Church.
- I-2. Enforcement** - The Committee and the Church Staff are hereby empowered to enforce all Policies and Procedures and to exclude from the Columbarium any person violating the same.

PERPETUAL CARE

- J-1. Funds Reserved to Columbarium** - Funds from the sale of Certificate(s), gifts, and memorials in excess of initial construction costs and associated expenses shall be maintained by the Church, under direction of the Committee, as a perpetual care fund for the upkeep of the Columbarium, to include the following:
- a. Routine maintenance and landscaping;
 - b. Future additions, modifications and/or repairs;
 - c. Other uses at the discretion of the Committee, subject to Vestry approval.
- J-2. Insurance** - The Church may carry such insurance for its own benefit upon the Columbarium and its contents as the Committee sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the Certificate Holder(s).

SEVERABILITY

If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these Policies and Procedures shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

CERTIFICATION OF APPLICANT

I, _____, hereby certify that I have read, understand, and agree to the Policies and Procedures set forth above.

Signature: _____ Date: _____