

TIMNATH PRESBYTERIAN CHURCH COLUMBARIUM POLICIES

Introduction

These Policies are designed to protect both the interests of the individual Purchaser and the Timnath Presbyterian Church. Adherence to these Policies will be maintained for the general good in preserving the desirability and beauty of the Memorial Garden area.

The Columbarium will contain niches of uniform size and shape and with the capacity to hold the ashes of one or two humans. Each niche shall be covered with a granite facing plate where the names and dates of birth and death of the deceased (inurned) can be engraved. There will also be a Remembrance Wall in the Memorial Garden area where the names and dates of birth and death of other eligible deceased people may be engraved.

Glossary

CC	Columbarium Committee of the Timnath Presbyterian Church, the group planning a Columbarium/Memorial Garden
Church (or TPC)	The Timnath Presbyterian Church
Columbarium	A structure for the permanent storage of cremains
Cremation	The process of reducing a corpse to ashes
Cremains	The product (ashes) produced by a cremation
Engraving	The name(s) and date(s) of the inurned person(s), cut into a facing stone
Facing stone	A granite stone that covers a niche
Inurnment	The placing of an urn, with cremains, in a niche
Memorial Garden	A landscaped area in the church yard containing the Columbarium and Remembrance Wall
Memorial Garden Committee (MGC)	The group that will manage the Memorial Garden/Columbarium at such time as it is ready for operation
Niche	A space in the Columbarium, adequate to hold one or two urns
Purchaser	The individual, or other entity, who makes arrangements for purchase of a niche, for that individual or for others
Remembrance Wall	A structure, part of the Memorial Garden, where facing stones, similar to those on niches, can be placed, after being engraved with names of eligible deceased persons whose remains are located elsewhere
TPC (or “the Church“)	The Timnath Presbyterian Church
Urn	A container for the cremains
User	The individual inurned, or intended to be inurned

Policies

1. Applicability. The Purchaser of an inurnment location agrees to these Policies, as set forth by TPC. These Policies shall equally bind the Purchaser's heirs, successors, administrators, executors and assigns and are enforceable by TPC and its successors.
2. Availability of Policies. These Policies, after approval by the Session of Timnath Presbyterian Church, will be on file in the church office. Interested parties may obtain a copy of the Policies from that office. Those who apply for space in the Columbarium will be given a copy of the Policies.
3. Memorial Garden Committee. The Church, through the MGC, shall at all times have full control of the Memorial Garden/Columbarium. At such time as the Columbarium is constructed and ready to receive inurnments, the Columbarium Committee will be disbanded and replaced by a Memorial Garden Committee (the MGC). The MGC will enforce all Policies, including approving applicants for niches and the Remembrance Wall. The MGC will also recommend changes and modifications to the Policies, if necessary. The Session must approve all changes to the Policies.

The MGC will consist of three voting members and one non-voting, ex-officio member. A current Session member shall occupy one of the four positions. The Session member will keep the Session informed of MGC activities. The ex-officio member will be authorized to assume the duties of any voting member who is temporarily unable to act. The MGC will function under the general supervision of the Session and will report to it annually or more often if necessary.¹

The three original MGC voting members shall determine which member is to serve a one-year, two-year or a three-year term. As each term expires, the Session shall have the option of re-appointing the retiring member for a full, three-year, term, or selecting a replacement member from the congregation at large. The MGC members shall select its Chairperson.

4. Subject to Laws. In addition to the Policies set forth herein, the Purchaser is subject to, and agrees to abide by, applicable Policies of properly constituted governmental bodies or agencies. If any portion of the Church's Policies are in violation of applicable laws and regulations, the Church shall be given the opportunity to make the appropriate amendment.
5. Control of the Memorial Garden. The Church shall retain the legal title to all niches and the Remembrance Wall. All improvements of any kind on or in surrounding areas designated for cremains are under the strict control of the MGC including, but not limited to, opening and sealing of niches, installation or removal of memorializations, inurnments or disinurnments, planting or landscape care or memorial garden work, at any time, for any reason. If necessary for the maintenance or repair of the Columbarium, the MGC shall have the right to temporarily remove inurned cremains. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval of the MGC.

¹ During the first year of the MGC, Session may wish to appoint members from the CC, as they are likely to be most familiar with philosophy of use of the MGC.

6. Identification of Cremains. The Church, its employees, representatives or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Church will act in good faith to ensure that the cremains are those of the person on record. Permanent marking of the deceased's name and date of death will be required on all cremains delivered to the Church for placement within the Columbarium.

7. Eligibility. The Columbarium shall be restricted to the inurnment of ashes of member(s) or former members of TPC, spouses of members, children or step-children, parents or step-parents of members, and current or past ministers of TPC. Past members who reserved niches while members of TPC may maintain their eligibility. In unusual circumstances (i.e. wards, guardians, "friends of the church," or those with close ties to the Church), eligibility shall be approved by the MGC or, if necessary, by the Pastor and Session. Only human cremains may be inurned in the Columbarium. Two individuals may hold the right to use a Columbarium niche as joint tenants with rights of survivorship, but not as tenants in common. In the case of two individuals, their rights are exercisable jointly while both are living.

8. Reservation and Transfer of Niches. Reservation for inurnment in niches may be made only by, or on behalf of, those eligible, as set forth in Section 7. Specific niches, identified by number, for the inurnment of cremains may be reserved by or for eligible persons upon execution of required documents and payment of designated fees. A contract for the reservation of a Columbarium niche (Appendix A) and a schedule of current fees and payments (Appendix B) are attached to these Policies. The MGC may change these fees in the future upon approval by the Session. Any niche not previously reserved may be selected by the Purchaser.

A reservation may be surrendered (terminated) by its holder upon written notification to the MGC within one (1) year of the reservation being made, and upon receipt by the Church of a letter from the Purchaser stating that twenty-five percent (25%) of the purchase price is a gift to the Columbarium Fund of the Church. Seventy-five percent (75%) of the amount that was paid will be returned to the Purchaser. If a reservation has not been surrendered within one (1) year of the date of purchase, no refunds will be made.

It shall be the responsibility of the Purchaser to keep the Church advised at all times of his/her current mailing address, of all Users' current mailing addresses, and of Users' next of kin or legal representative. The Purchaser will normally be the Church's primary contact.

A change in designated User(s) from the person(s) initially specified by the Purchaser may be made to other eligible person(s), before the User(s) death and after written request to, and approval by, the MGC. Change may also be made by assignment, direction in a properly probated will, court order determining heirship, operation of law, or other method approved in writing by the MGC, provided however, that no transfer shall be effective until satisfactory evidence of such transfer has been filed with the MGC. Purchaser's right to use of a niche shall not be subject to claims of the Purchaser's creditors nor the creditors of Purchaser's designees.

9. Cancellation. In the event that no inurnment shall have occurred within five years after the death of the designated User, and upon no response within 90 days to a certified letter sent to the User's last known address, and/or the addresses of User's known family members, or the Purchaser, the MGC may recommend that the Church terminate the reservation.

10. Inurnment. Written authorization for inurnment is required from the User's legal representative or next of kin.

Funeral or memorial services for the inurnment of cremains will be designed by the Pastor(s) in consultation with the family of the deceased. The current Pastor of TPC shall preside at, designate, or approve of the presiding cleric. The family of the deceased may elect not to have a service at the time of inurnment.

A container for the cremains of the User (an Urn) shall be provided by the Church to the deceased's family or legal representative prior to inurnment, as a part of the niche reservation fee. Each niche has capacity for two urns. If urns other than those provided by the Church are desired by the family, their acceptability must be certified by the MGC, if at all possible at the time of niche reservation, to avoid any misunderstandings just prior to inurnment. Families providing their own urns will not be entitled to compensation in lieu of using the urn offered by TPC.

Engraving of niche facing stones will be of uniform size and style as prescribed by the MGC. The Church will provide the niches, urns, facing stones, and facing stone engraving as a part of the fee prescribed in the Fee Schedule. Niches containing the cremains of two persons will be engraved with information for both persons. Each facing stone will be engraved only with the name(s) and dates of birth and death of the deceased. No other inscriptions will be permitted.

11. Display of Flowers. This policy is intended to guide family and friends of the deceased in honoring their loved one with flowers. Only fresh cut flowers or potted plants are to be displayed. No artificial flowers, flags, or decorations of any kind will be allowed. The MGC reserves the right to remove any decoration or floral display that it deems unsightly. Glass containers are prohibited. Cut flowers may be displayed on the day of an inurnment service and on Memorial Day Sunday. If flowers and plants are not removed by family or friends of the deceased at the end of such days, they will be removed by the MGC. Flowers, shrubs, or trees will not be accepted for planting in memory of the deceased within the memorial garden area.

During services, flowers and/or plants may be placed on the Columbarium wall, or at ground level near the niche to be occupied. Following the service or on special occasions, flowers can be displayed if containers for such display are provided by the MGC. Flowers must be removed on the same schedule as above.

If families want flowers in memory of a loved one on other occasions, they are encouraged to provide them for display in the Church sanctuary during a worship service.

12. Errors. Should cremains be placed in the wrong niche in the Columbarium, the Church will move them to the correct niche, and absorb any costs of doing so.

If the Church, in error, sells a niche that has been previously sold, the first purchaser will retain the right to the niche and the second purchaser will be given the option to either receive a refund for all monies paid or to receive another available niche.

If, for any reason, a niche cannot be opened at the time of need, the Church may temporarily, without liability to the Church, provide an alternative niche, so as not to delay the inurnment service.

13. Disturbance of Cremains. Heirs will not be allowed to change locations, cause cremains to be removed from their niche, or transfer cremains without approval of the MGC.

14. Right to Alter and Use Property. The Church reserves the right a) to change the boundaries of the Columbarium and make improvements as it sees fit; b) to limit or restrict access as it may deem necessary; and c) to set the hours that the Columbarium will be open or available for visiting or services.

15. Limitation of Liability. The Church will take reasonable precautions to protect the Purchaser from loss or damage but will not assume any liability for causes beyond its control, such as, but not limited to: acts of God, defects or other failure of any container placed within any niche, vandalism, theft, accidents, riots, military action, or strikes. Loss or damage to any item within the reasonable control of the Church shall be limited to the amount of money paid for the item.

16. Dissolution of Church. The Purchaser acknowledges that the Church cannot guarantee that it will be able to continue operations of the Columbarium forever. If and when the time should arise, for whatever reason, that the Columbarium needs to be relocated, removed, changed, or dismantled, that determination will be made at the sole discretion of the Church. Notification of such action shall be published in the Church newsletter and local newspapers at least one month prior to such action. In such event, the Purchaser or User's descendants or relatives shall have the right to remove the User's cremains from the Columbarium and relocate such cremains to some other place of their choosing. All monies set aside for this contingency shall be under the Church's control and under no circumstances shall any person or persons be entitled to any refund from the Church. The Church shall not be responsible for locating the next of kin to inform them of their intended actions. However, the Church will make a reasonable effort to contact the legal representatives of the Users. The Purchaser, his/her heirs, representatives, assigns, agents, executor, or administrator agree to abide by the decisions of the Church, whatever they might be, for all future time.

17. Verbal Instructions. The Church is not responsible for any instructions given verbally. Rights of the Purchaser are provided on forms prescribed by the Church and executed in an approved manner, by an agent authorized by the Church.

18. Inurnment Hours. Inurnments or other services will be done when reasonable to do so, after receiving adequate notice from the responsible party. If the requested time is impractical for inurnment, the Church may suggest an alternative time or day. Acceptance of a different time or day than that originally requested will be the only remedy of the Purchaser.

19. Mortuary Service. The Church expressly states that it is not a mortuary establishment. The Church, its employees, representatives or agents make no representation that the Church provides mortuary services or any other service that requires licensing by the State of Colorado. None of the Church's employees, agents, or representatives hold themselves out to be funeral directors, embalmers, apprentices, assistants, morticians, or any other such titles, and are therefore not subject to any requirements of such types of regulated positions.

20. Cremation Costs. The cost of cremation is not covered by any fee paid to the Church pursuant to these operating Policies. The Church will not offer cremation services. No expenses other than those prescribed herein are covered by the prescribed fees.

21. Reference to Policies. Every inurnment permit and/or agreement entered into between the Church and the Purchaser will give reference to the Policies covered herein and shall bind the parties in their totality.

22. Columbarium Fund. All money received by the Church for the Columbarium will be placed in a Columbarium Fund, with the principal and any accrued interest to be made available to the Church for the purpose of maintaining and servicing the Memorial Garden/Columbarium or its relocation, removal, or other similar purpose if and when that need should ever arise.

Use of funds received for the Memorial Garden/Columbarium will be under the express control of the Church, whether from donations, gifts, contributions, fees, memorials, bequests, or any other source.

23. Contributions. Any money received by the Church for the Columbarium Fund that is not for the purchase of a niche or space on the Remembrance Wall will be termed a "contribution." The Treasurer of TPC, or the Treasurer's representative, shall maintain a record of all contributions, the contributor, and the date of the contribution. In the event the Columbarium is not created within three (3) years from the date of the contribution, the donor shall have the option to have their contribution reimbursed. Contributors shall retain the right to have all, or a portion, of their contributions applied to the purchase of a Columbarium niche or space on the Remembrance Wall.

24. Warranties. The Church makes no guarantees or warranties concerning the durability or expected life or condition of grounds, facilities, or products offered to Purchasers.

25. Agents or Representatives. The Church may appoint individuals to serve in the operation or administration of the Columbarium at its sole discretion. The duties and powers of any such representative will be under the strict control of the Church. The Church may elect to establish a means of handling emergency, unique, or special situations as they may arise without effect on these general Policies.

26. Columbarium Records. The Church will maintain a record of each inurnment in the Columbarium and each inscription on the Remembrance Wall. Information required in the record for niches, and entry on the Remembrance Wall, shall include: the name(s) of the deceased, the deceased's dates of birth and death, and deceased's next of kin or legal representative.

The Church shall also maintain a list of the persons who have reserved niches for placement of cremains and/or spaces on the Remembrance Wall, together with the names of the next of kin or legal representatives of such persons.

27. Columbarium Memory Book. A Columbarium memory book will be maintained by the Church and will consist of two parts: 1) All persons inurned in niches, 2) all persons entered on the Remembrance Wall. The record will include name, date of birth, and date of death. Families will be allowed to supply additional information to be included in the book. Such information will be limited to such text and photographs as can be contained in two 12-inch by 12-inch scrapbook pages. The book will be on public display.

28. Exemptions. Exemptions to these Policies must be recommended by the Pastor of the Church or the Chairman of the MGC, and approved by the Session. Notice of the grant of an exemption shall be given to the Purchaser in writing and signed by the Pastor and the Chair of the MGC. The specific exemption will be made for cogent reasons and shall not exempt the Purchaser from other regulations, rules, conditions, or restrictions that may apply.

29. Amendments. The Purchaser recognizes that additions or amendments to these Policies may be made at any time as may be deemed necessary by the Church for the benefit of all parties. The Purchaser agrees to abide by any such changes or amendments as may be made in the future.

These Policies were approved by the Presbytery of Plains and Peaks on July 16, 2011 and by the Session of Timnath Presbyterian Church on July 17, 2011.

Acknowledgment: In developing these Policies, the TPC Memorial Garden Committee relied heavily on similar documents from First United Methodist Church of Fort Collins and from Ascension Lutheran Church of Littleton, Colorado. We are grateful to those two churches for making their resources available to us.