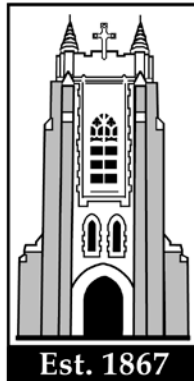


COLUMBARIUM INFORMATION

PACKET



Saint Andrew's Episcopal Church

217 W. 26th Street

Bryan, TX 77803-0405

979-822-5176

Website: www.standrewsbcs.org;

E-mail: office@standrewsbcs.org

June 2009

**Revised February, March, and December 2010; April 18, 2012; April 25, 2013; May 28, 2014;
September 10, 2014; updated (new logo) & (change in Columbarium Committee member) May
12, 2016; October 2018 (review & update typos)**

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*SAINT ANDREW'S EPISCOPAL CHURCH
COLUMBARIUM*

*ANSWERS TO SOME FREQUENTLY ASKED QUESTIONS
ABOUT COLUMBARIUMS*

What is a Columbarium?

The word “columbarium” comes from the Latin word “columbary”, which is a structure for the nesting of doves – the dove being the symbol of God’s spirit and peace. The related word, columbarium, refers to a burial vault for the containment of urns holding cremated human remains. It is an old term and an old tradition used for centuries here and abroad.

Is cremation biblically sound?

Cremation is widely recognized as a theologically valid process for the deceased, and essentially is a hastening of the natural process that occur following death. This ancient practice has particular relevance for us today, with burial in cemeteries surrounding churches less readily available. Cremation makes it possible to continue the tradition of granting a place for God’s children to “dwell in the house of the Lord forever”.

What are the benefits?

Families who chose cremation for their departed loved ones rather than conventional burial will find Saint Andrew's Columbarium a wonderful option – dignified, convenient, and affordable. In addition, Saint Andrew's Columbarium is very convenient for memorial services.

Who may use Saint Andrew’s Episcopal Church Columbarium?

The Columbarium is reserved exclusively for members of the church, ministers of the church and their extended families.

How is the property maintained?

The Columbarium is the property of Saint Andrew’s Episcopal Church. The Columbarium will be maintained by a Columbarium fund administered by a Columbarium Committee appointed by the Vestry.

Who do I contact for more information?

If, when making decisions about final provisions for you and your family, you would like to know more about Saint Andrew’s Episcopal Church Columbarium, please call a member of the Columbarium Committee. See list of current members in this information packet.

**Application for Inurnment Rights to Space(s) in The
Columbarium of Saint Andrew's Episcopal Church
Bryan, Texas**

Date _____ Niche Assignment _____
(Parlor or Church side, Niche Number, Row, Column)

Name _____
(No titles) Last First Middle

Date of Birth _____ Date of Death (if applicable) _____

Current Contact Information: Date Updated _____

Address _____

Phone _____ Cell _____ E-mail _____

Number of niches (two urns per niche) requested: _____

Current Contact Information for Holder of Power of Attorney, if used;

Name _____

Address _____

Phone _____ Cell _____

I designate as my successor in use, to be so entered upon the records of the Church, and authorize to act in my stead in the event of my own prior demise or permanent mental incapacity:

1. _____, if living, otherwise _____
2. _____, if living, otherwise _____

In the event, however, that legal heirs or representatives other than the above named individuals are established by due process of law, to the satisfaction of two-thirds of the Columbarium Committee with the advice and consent of two thirds of the vestry, or due to events now unforeseen, the two-thirds of the Columbarium Committee with the advice and consent of two-thirds of the vestry may recognize a person or persons other than the above to be the applicant's successor in use, and it is agreed that no liability or claim by reason thereof shall be asserted against Saint Andrew's Episcopal Church, its Two-thirds of the Columbarium Committees, Wardens or Vestry.

In making this application, I understand and agree that if it is approved and the reservation of space is consummated, my use of the inurnment rights to the spaces shall at all times be subject to the operation of Saint Andrew's Episcopal Church as now existing or which may from time-to-time be promulgated by the Columbarium Committee and the Vestry of Saint Andrew's Episcopal Church. I agree to abide by all the Rules, Policies, and Regulations of Saint Andrew's Episcopal Church Columbarium and the Conditions of Use.

Are there pre-paid crematorium arrangements: _____ Funeral Home Arrangements: _____

If so:(Name of Crematorium or Funeral Home)

Name _____

Address _____

Phone _____

I have received and read a copy of the Saint Andrew's Columbarium Rules, Policies, and Regulations Document, the Certificate of Inurnment, Rights and Conditions of Use, and Power of Attorney and agree to abide by them.

Signature _____

Printed name _____

Date: _____

Application Approved and Accepted:

Date: _____

COLUMBARIUM WARDEN

Payment received by: _____

Date: _____

Rules, Policies, and Regulations of
Saint Andrew's Episcopal Church Columbarium
Committee

Columbarium at Saint Andrew's Episcopal Church

*217 West 26th Street
Bryan, Texas 77803
Phone: (979) 822-5176*

Purpose

Saint Andrew's columbarium is located at Saint Andrew's Episcopal Church. It has been created to provide a space for storing (inurnment) of cremated remains (cremains) of deceased church members and other eligible persons. Saint Andrew's Columbarium is owned by Saint Andrew's Episcopal Church.

I. Governance

- A. Columbarium Committee: The Columbarium Committee is a committee of Saint Andrew's Church that administers, operates and maintains the Columbarium under a delegation of authority from the Vestry of Saint Andrew's Episcopal Church.
- B. The Columbarium Committee shall; budget and recommend expenditures necessary for the proper administration, operation, and maintenance of the Columbarium.
- C. The Columbarium Committee shall; maintain all records and documentation relating to the Columbarium, and relating to or incident to the sale of rights of inurnment.
- D. The Columbarium Committee shall; generally administer, operate and maintain the Columbarium consistent with these Rules, Policies and Regulations.

II. Eligibility for Inurnment

Inurnment in the Columbarium shall be limited to the cremains of the following:

- A. Member or Past Member in good standing of Saint Andrew's Church;
- B. Minister or Past Minister in good standing of Saint Andrew's Church;
- C. Family members of the above including:
 - 1. Spouse
 - 2. Children or step-children
 - 3. Spouse of children or step-children

The Columbarium Committee shall have the authority to approve or deny exception requests on a case-by-case basis.

III. Fees

The Columbarium Committee shall have the authority to set the price for the purchase of a right of inurnment. The price of a right of inurnment shall include approved inscriptions on the niche and care of the Columbarium. It does not include the cost of cremation, transportation or other off-Church-premises costs. The Columbarium Committee may change the fee for the purchase of a right of inurnment; however, any change in fee will not result in either an additional cost assessment to holders of rights of inurnment or reimbursement.

IV. Purchase of Rights of Inurnment

The niches in the Columbarium have been and will be constructed with a capacity of two urns. A purchaser of a right of inurnment may choose whether to be placed in the same niche with a loved one or in an individual niche.

To purchase a right of inurnment, an eligible person should obtain a Saint Andrew's Episcopal Church Columbarium packet from the Church office. A packet should contain a copy of these Rules, Policies and Regulations, a copy of an application, and any other applicable forms. The applicant should complete all of the requested forms and submit them to the church office. When the application is approved, and a full payment is received, the new owner of a right of inurnment will be issued a Certificate of Right of Inurnment.

V. Selection of Niches

Niches shall be assigned in the order that applications are received. The application shall have a place for the Applicant to designate the preference for an available niche. In the instance the niche designated on an application is unavailable at the time the application is approved; the application will be approved subject to the selection of an available niche.

VI. Inurnment Procedures

Services are and shall remain the sole province of the Rector of the Church.

The following urn specifications will allow both single and double inurnment:

<u>URN TYPE</u>	<u>DIMENSION</u>	
All urns Round	Height	10.5" maximum
	Diameter	6.5 maximum for single one. Niche will hold two of same size
Rectangular	Depth	11 " maximum total single or double
Rectangular	Width	5.5" maximum for single or double

The name of the deceased shall be affixed to the urn.

VII. Uniform Inscription on Niches

The Columbarium Committee shall set a uniform size and style of inscription for the niches. The inscription shall be included in the price of the right of inurnment. Inscriptions shall contain the full Christian name of the deceased, the deceased's date of birth and the deceased's date of death. There will be no "titles" in the inscription.

VIII. Flowers and Decorations

The Columbarium Committee may establish a policy on the placement of flowers or plants in the Columbarium. The placement of any materials (including toys, signs, wreaths, ornaments, candles, or other decoration) within the Columbarium not approved in advance by the Columbarium Committee may be removed and disposed of without notice to the owner or liability to the remover.

IX. Owners Obligation to Provide Contact Information

The owner of a right of inurnment has an obligation to keep the Church notified concerning his or her current address and contact information. Neither the Church nor the Columbarium Committee shall bear any liability for action taken without the consent of an owner of a right of inurnment if the contact information of the inurnment right owner's file is not current.

X. Transfer or Assignment

A. Rights of Inurnment. Rights of inurnment are not transferable or assignable, except as permitted in writing by two-thirds of the Columbarium Committee acting with advice and consent of two-thirds of the Vestry. The Columbarium Committee reserves the right to repurchase Rights of Inurnment upon request of the owner for the price of purchase less \$500.00 or the current price (whichever is lower), but such a repurchase is entirely optional.

B. Removal of cremains. After inurnment, cremains remain the property of the heirs at law of the deceased unless the deceased provides otherwise in a valid will. Once cremains have been inurned, if removal of the cremains is desired by the owner of the cremains, the right of inurnment in that niche shall revert to the Columbarium Committee with no compensation due to the owner of the cremains.

C. Niche use. No cremains may be inurned in any niche except as designed on the Certificate of Inurnment issued by Saint Andrew's Episcopal Church

D. In the event Saint Andrew's Episcopal Church ever builds an outdoor Columbarium, any owner of a niche or their lawful heirs or agents shall have the right to transfer ownership of the niche and cremains, if any, to a niche in the outdoor Columbarium. The Columbarium Committee in existence at the time, shall establish a reasonable cost for such transfer. The ownership of the original niche shall revert to the Church.

XI. Legal Title

The holder of a certificate reflecting purchase of a right of inurnment acquires no property right in Saint Andrew's Episcopal Church and acquires no property right in any of its niches, the Church, or the Church's property. Legal title to the Columbarium and all of its improvements shall be with Saint Andrew's Episcopal Church until and unless different ownership is desired by the Church. A certificate attests only to the right of inurnment for the cremains of the individual in the specific niche identified on the certificate. Identification of a specific niche creates no property right. It is done for the administrative purposes of the Columbarium Committee. In the event of any discrepancy between a certificate and the records maintained by the Columbarium Committee, the latter shall govern.

XII. Removal of Cremains

A. By Saint Andrew's Episcopal Church: In the event the Columbarium requires repairs or other construction, the owner of a right of inurnment and his or her heirs, beneficiaries, and legal representatives agree that the Columbarium Committee may permit the temporary removal for the duration of those repairs or construction. The owner of a right of inurnment further agrees to the provision of Termination of the Columbarium, provided by XIV herein below.

B. By someone other than Saint Andrew's Episcopal Church: Cremains may not be removed from Saint Andrew's Episcopal Church without the written consent of (a) the Committee; and (b) the owner of the right of inurnment or his or her heirs, beneficiaries, and legal representatives. The rules stated in Section X, titled "Transfer or Assignment" shall apply also.

XIII. Security

The Columbarium Committee has taken steps through the design and construction of the Columbarium to provide a reasonable level of security, balanced by the need for visits by loved ones and availability of the property for prayer and services. By making a purchase, the holder of a right of inurnment, and his or her heirs, beneficiaries, and legal representatives assume the risk of loss, destruction, vandalism, and desecration of cremains. By making a purchase, the holder of a right of inurnment, and his or her heirs, beneficiaries, and legal representatives further release Saint Andrew's Church and its employees, officers, agents, Vestry members, Columbarium committee members, volunteers and representatives from all claims, liability, and causes of action, relating to or pertaining to the application, inurnment, and the past, present and future operation of Saint Andrew's Episcopal Church, including all negligence, loss, destruction, vandalism, and desecration of cremains, save and except for acts of gross negligence or intentional wrongdoing and in no event shall they corporately or individually be liable for any damages to the purchaser, his/her relatives, or heirs beyond the purchase price of the right of inurnment.

XIV. Termination of the Columbarium

The Right of Inurnment shall continue so long as the property at 217 West 26th Street, Bryan, Texas is owned by the Episcopal Church or Saint Andrew's Episcopal Church or one of their

legal successors. If the property is sold, and a replacement Columbarium will not be furnished at a new church premises or other site, the right of inurnment will cease. In that event, the Columbarium Committee will notify the owner, his or her heirs, beneficiaries, and legal representatives at the address contained in the Columbarium files that Saint Andrew's Episcopal Church is ceasing to exist and that the cremains must be removed from the niche. If arrangements for the removal of the cremains are not made within a reasonable period, or if a proper representative cannot be contacted within a reasonable time, the Church retains the right to take possession of and title to the cremains, and relocate the cremains, or disburse the cremains on the property in a fitting service as it deems proper. No refund of any amount for the purchase of inurnment rights shall be made in the instance of termination of the columbarium.

XV. Personal Conduct in Saint Andrew's Episcopal Church

The Columbarium is on Saint Andrew's Episcopal Church's premises, and all persons in the Saint Andrew's Episcopal Church are expected to conduct themselves in accordance with customary good decorum as normally observed in a Church. Any Minister, staff member or employee of Saint Andrew's Church or member of the Columbarium Committee is empowered to enforce these Rules, Policies and Regulations and to exclude from Saint Andrew's Episcopal Church any person(s) violating these Rules, Policies and Regulations.

XVI. Insurance

The Church may carry insurance for its own benefit regarding the Columbarium, as it deems reasonable; however, there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a right of inurnment or his or her heirs, beneficiaries, and legal representatives.

XVII. Amendment or Waiver

Amendment: After initial approval by the Vestry, and during the existence of the Columbarium Committee, the Committee may at any time recommend to the Vestry amendments to these Rules, Policies and Regulations. No such amendment shall take place unless affirmatively recommended by two-thirds of the Columbarium Committee and approved by two-thirds of the Vestry.

**** (DO NOT COMPLETE) ****

**SAMPLE – ORIGINAL TO BE FURNISHED BY THE
COLUMBARIUM COMMITTEE**

**CERTIFICATE OF INURNMENT RIGHTS
FOR
THE COLUMBARIUM
OF
SAINT ANDREW'S EPISCOPAL
CHURCH OF BRYAN, TEXAS**

This is to certify that in consideration of the reservation fee, the receipt and sufficiency of which are hereby acknowledged, Saint Andrew's Episcopal Church of Bryan, Texas (hereinafter the "Church"), as Grantor, does hereby grant and convey to:

as Grantee, solely for and subject to the limited conditions of use annexed hereto and incorporated herein by reference, the right of use of the following space (s) situated in the Columbarium of the Church as the location(s) and designating number(s) of such space(s) are shown on the charts, records, and plot plans of the Columbarium on file in the office of the Church.

Parlor or Church side, Niche Number, Row, Column

In witness whereof, the Church has caused this instrument to be signed and its seal to be affixed hereto by its duly authorized officers, this the _____ day of _____, 20__.

Saint Andrew's Episcopal
Church of Bryan, Texas

By: _____
Senior Warden

and

By: _____
Columbarium Warden

CONDITIONS OF USE

The foregoing Certificate of Inurnment Rights (hereinafter the "Certificate") and all rights granted therein are expressly subject to the following conditions, exceptions, reservations and restrictions, and the Grantee named therein covenants and agrees that:

- A. The deposit and/or inurnment fee to the Church is not refundable except as may be permitted in writing by two-thirds of the Columbarium Committee acting with the advice and consent of two-thirds of the Vestry.
- B. The Church expressly reserves the right, in its sole discretion, to refuse any request to inter or permit the inurnment of the remains of any person. In the event of such a refusal, the Church shall offer to refund and shall tender to the person of record or to the person entitled thereto all monies originally contributed (without interest) for the space in which inurnment is refused; provided however, that if the remains of one person are already inurned in such space and the Church refuses a request to inter or permit the inurnment of the remains of a second person in the same space, the Church shall offer to refund and shall tender one-half of the monies originally contributed (without interest) for the space in which a second inurnment is refused.
- C. The use of the space in the Columbarium is limited and restricted to the inurnment of the cremated remains of persons who are members in good standing of Saint Andrew's Episcopal Church, their families, or others as may be permitted in writing by two-thirds of the Columbarium Committee acting with the advice and consent of two-thirds of the Vestry.
- D. The rights granted and conveyed by and in the Certificate may not be sold, transferred, assigned, or conveyed except as may be permitted in writing by two-thirds of the Columbarium Committee acting with the advice and consent of two-thirds of the Vestry.
- E. No tablet, embellishment, monument, statuary or memorial of any sort shall be placed upon, near, or adjacent to the Columbarium except as may be permitted in writing by two-thirds of the Columbarium Committee acting with the advice and consent of two-thirds of the Vestry.
- F. The property and space in which inurnment rights are granted and conveyed by and in the Certificate and the use thereof, are and the rights of the Grantee are now and shall at all times be subject to all applicable laws and ordinances, statutes, and regulations and shall also be subject to all new, additional or amended Rules, Policies, and Regulations of Saint Andrew's Episcopal Church Columbarium Committee and Conditions of Use that may hereafter be promulgated, by the Columbarium Committee subject to approval by two-thirds of the Vestry, which are and will be maintained and recorded in the office of the Church, where they will be available for inspection and copying during ordinary business hours. Grantee, by accepting the Certificate, acknowledges the existence and binding effect of such laws and conditions and consents and agrees to be bound by each and every one of them as the same may be amended from time to time.

- G. Grantee expressly understands, acknowledges, and agrees that (i) the Columbarium is neither a perpetual care cemetery, permanent maintenance cemetery, nor agreed care cemetery (hereinafter collectively referenced to as a “Cemetery”); (ii) the Columbarium has not been dedicated as a Cemetery, will not be dedicated as a Cemetery, and is not intended to be a Cemetery; and (iii) the limited right to use the space is not intended to grant, does not grant, and shall never be construed as granting the Grantee or any person claiming, by, through or under a Grantee any property or ownership rights or legal title to the space in the Columbarium which runs with the land.
- H. The Church expressly reserves the right at any time to move the Columbarium to another location on the Church property or to another location if the Church is moved from its present location to a new location. If for any reason the Church ceases to exist, all remains in the Columbarium shall be removed to such location or otherwise be transferred as the Bishop of the Diocese of Texas may direct.
- I. Neither the Diocese, the Church, nor their clergy, wardens, Vestry, agents, employees, Columbarium Committee members, nor representatives shall be liable for damage to or loss of interred remains. The Church shall take reasonable precaution to protect remains placed within the Columbarium and the interests of Grantee; but the Church shall not be responsible for loss or damage from causes beyond its control, including but not limited to loss or damage by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, civil commotion, or any order of any civil or military authority, whether the damage be direct or collateral. All conditions, exceptions, reservations, and restrictions contained or referred to herein shall be binding upon the Grantee, and the Grantee’s heirs, devisees, executors, administrators, successors, and assigns. Nothing herein contained shall be deemed to restrict the Church’s use of any other portion or section of Saint Andrew's Episcopal Church. Only the Church or its successor(s) in interest may enforce any conditions, exceptions, reservations or restrictions, heretofore or hereafter placed upon the use of the Columbarium.

Accepted and Agreed to this the _____ day of _____, 20_____.

Signed _____(Grantee)

Printed _____(Grantee)

POWER OF ATTORNEY

SAINT ANDREW'S EPISCOPAL CHURCH
COLUMBARIUM
217 West 26th Street
P.O. Box 405
Bryan, Texas 77806-0405
Phone: (979) 822-5176
Email the Parish Administrator: office@standrewsbcs.org

I, _____, hereby grant a limited power of attorney to the Warden of the Columbarium, his/her assign or designee as a representative of Saint Andrew's Episcopal Church to take possession of the cremains of

_____ for inurnment at the Columbarium at Saint Andrew's Episcopal Church, and if necessary, to transfer the cremains into the authorized urn for Saint Andrew's Columbarium.

I hereby further authorize the employees, representatives, or agents of any funeral home, cremation, or any other institution or entity with possession of the cremains of _____ to release the cremains to the representative named above.

Signature: _____

Relationship to Decedent: _____

Date: _____

SWORN TO AND SUBSCRIBED before me by _____,
on this the _____ day of _____, 20_____.

Notary Public, State of Texas

This Power of Attorney is to be used according to Rules, Policies, & Regulations X. D. or like situation whereby the heirs or lawful agents might desire to transfer the cremains to a different location.

Face Plate Inscription Order Form

To the Columbarium Committee of Saint Andrew's Episcopal Church, Bryan, College Station, Texas: Subject to the Rules and Regulations for **The Saint Andrew's Columbarium**, you are hereby requested and authorized to have placed upon the face plate in which the cremated remains of:

Name

Parlor or Church side, Niche Number, Row, Column, Top or Bottom

and

Name

Parlor or Church side, Niche Number, Row, Column, Top or Bottom

have been, or are scheduled to be inurned, the engraved inscription as follows:

Name as to be inscribed: (Top of Face Plate)

Last Name: _____ (please print)

Middle Name _____ (please print)

First Name: _____ (please print)

Date of Birth _____ **Date of Death** _____
(mm/dd/yyyy) (mm/dd/yyyy)

Name as to be inscribed: (Bottom of Face Plate)

Last Name: _____ (please print)

Middle Name _____ (please print)

First Name: _____ (please print)

Date of Birth _____ **Date of Death** _____
(mm/dd/yyyy) (mm/dd/yyyy)

My/Our signature(s) certifies the correctness of the above inscription text and any changes shall be at my expense.

Signed _____

Printed _____

Title (capacity – relative, daughter, successor, other): _____

Date _____

Signed _____

Printed _____

Title (capacity – relative, daughter, successor, other): _____

Date _____

SAINT ANDREW'S COLUMBARIUM COMMITTEE

McDonald, Tom – Columbarium Warden
P.O. Box 1085
Bryan, Texas 77806-1085
tmackd1998@gmail.com
(979) 822-6373 Home
(979) 777-8288 Cell

Etter, Wayne
1200 Munson Avenue
College Station, Texas 77840-2523
etterwayne@yahoo.com
(979) 696-8972 Home
(979) 255-4871 Cell

Godfrey, Cathy
2810 Broadmoor Dr.
Bryan, Texas 77802-2121
cecakes39@gmail.com
(979) 776-9271 Home
(979) 820-1383 Cell

Hunter, Clifford
2403 Burton Dr.
Bryan, Texas 77802-2304
(979) 779-4759 Home

Frieda, Adrienne
5012 Leonard Road
Bryan, Texas 77807-9564
afrieda@suddenlink.net
(979) 823-6557 Home
(979) 571-6963 Cell

COLUMBARIUM NICHE INSTALLMENT PAYMENT AGREEMENT

(if applicable)

On this the ____ day of _____, 20____, I (We) promise to pay to the order of Saint Andrew's Episcopal Church of Bryan, Texas Columbarium Fund, at the church office, 217 West 26th Street, Bryan, Brazos County, Texas, or P.O. Box 405, Bryan, Texas

77806-0405, TWO THOUSAND TWO HUNDRED DOLLARS AND NO/100's (\$2,200.00). *

***TWO THOUSAND DOLLARS AND NO/100's (\$2000.00) if paid in full at time of purchase.**

This note is payable in voluntary installments to be determined by the payee(s) so long as the full amount is within thirty-six (36) months from the date this agreement is signed.

I, (We) further agree and understand that any payments made are non-refundable and until the note is paid in full a Columbarium Niche will not be available for the inurnment of my (our) ashes.

Signed this the ____ day of _____, 20____.

Due Date: _____

Signature

Printed Name

Acknowledgement on behalf of Saint Andrew's Episcopal Church:

Signature

Printed Name/Title (if applicable)