

POLICIES, RULES AND REGULATIONS

OF ST. MARK'S COLUMBARIUM

PURPOSE:

The St. Mark's Columbarium ("Columbarium") is located in the St. Mark's Episcopal Church Memorial Garden at 910 East 3rd Avenue, Durango, Colorado 81301. It has been created to provide a space for interment of cremated remains ("cremains") of deceased church members and other eligible persons. The Columbarium is owned by St. Mark's Episcopal Church and/or the Episcopal Diocese of Colorado. The following establishes the Policies, Rules and Regulations for the Columbarium and its management.

I. GOVERNMENT

- A. The St. Mark's Columbarium Committee ("Committee") is a committee of St. Mark's Church that administers, operates and maintains the Columbarium under a delegation of authority from the Vestry of St. Mark's Episcopal Church.
- B. The Committee shall budget and recommend expenditures necessary for the proper administration, maintenance and operating of the Columbarium.
- C. The Committee shall maintain all records and documentation relating to the Columbarium, and to the sale of Rights of Interment.
- D. The Committee shall generally administer, operate and maintain the Columbarium consistent with these Policies, Rules and Regulations.

II. ELIGIBILITY FOR INTERMENT

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

- A. Member or Former Member in good standing of St. Mark's Episcopal Church;
- B. Rector or Former Rector in good standing of St. Mark's Episcopal Church;
- C. Family members of the above, including:
 - 1. Spouse
 - 2. Children or step-children
 - 3. Spouse of children or stepchildren
 - 4. Grandchildren
 - 5. Parents

D. Any other person upon approval of the Columbarium Committee.

Current members in good standing, as determined by the Rector, shall have priority in the purchase and assignment of Plots.

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

III. FEES

The Columbarium Committee recommends to the Vestry the fees for the Columbarium. The Vestry shall have the authority to set the price for the purchase of a Right of Interment. The purchase of a Right of Interment shall include selection, reservation and use of a Plot. Additional costs are paid at the time of each opening and closing of a Plot, and these costs include the cost of the interment, concrete under-slab, granite tile and bronze plaque, approved inscriptions on the plaque and care of the Columbarium. It does not include the cost of cremation, transportation or other off-Church-premises costs. It does not include the cost of the Christian service, which shall be held at each interment. The Committee and Vestry may change the fee for the purchase of a Right of Interment; however, any change in fee will not result in either reimbursement or an additional cost assessment to current holders of Rights of Interment.

IV. PURCHASE OF RIGHTS OF INTERMENT

The Plots in the Columbarium will have the capacity to hold one or two cremains containers. A purchaser of a Right of Interment may choose whether to be placed in the same Plot as a loved one or in an individual Plot.

To purchase a Right of Interment, an eligible person must obtain a Columbarium packet from the Church office. The packet shall contain a copy of these Policies, Rules and Regulations, a copy of an application (Certificate of Purchase Conditions), Questions and Answers form, and any other applicable forms. The applicant shall complete all requested forms and submit them to the church office. When the application is approved and full payment is received, the new owner of a Right of Interment will be issued a Certificate of Purchase of the Right of Interment.

V. SELECTION OF PLOTS

Plots shall be selected and reserved in the order, and at the time, that applications are received. The application shall have a place for the purchaser to designate an available Plot from the Columbarium map kept in the church office. In the event that previously purchased Rights of Interment have not included the designation of a specific Plot, attempts will be made to contact the purchaser, in the order of purchase, so that a Plot can be selected and reserved from those

available. If the purchaser cannot be contacted, assignment of purchased Plots will be at the sole discretion of the Columbarium Committee at St. Mark's Episcopal Church.

VI. INTERMENT PROCEDURES

A Christian service shall be held at each interment. The Rector of St. Mark's shall officiate, except that such may be delegated to another Christian clergyman at the discretion of St. Mark's Rector, in which case an authorized representative from St. Mark's shall be present. An authorized representative may include a member of the St. Mark's Vestry, a member of the Columbarium Committee or anyone authorized and/or appointed by the Rector.

Niche dimensions are 12 inches wide x 12 inches high x approximately 12 inches deep.

The container to be used for the cremains will be waterproof in accordance with Colorado law. The name and dates of birth and death of the deceased shall be placed within the container.

VII. UNIFORM INSCRIPTIONS ON PLAQUES

The Columbarium Committee shall set a uniform size and style of inscription for the Plaques, which are attached to granite tiles marking each Plot. Only names and birth and death dates of each person whose remains are interred will be placed on the plaque provided. No other information is permitted.

VIII. OWNER'S OBLIGATION TO PROVIDE CONTACT INFORMATION

The owner of a Right of Interment 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 consent of an owner of a Right of Interment if the contact information in said owner's file is not current.

IX. TRANSFER OR ASSIGNMENT

Except with the written consent of the Vestry at St. Mark's, Purchaser's rights may not be assigned, conveyed or transferred, including a transfer by devise or descent, and shall not be subject to Purchaser's debts or obligations, including alimony, and shall not be subject to attachment, garnishment, execution or other legal process.

X. REMOVAL OF CREMAINS

- A. The interred remains of a person may be removed from the Plot on the written application of an interested person and pursuant to the written consent of the Vestry, or in the event of closure of St Mark's, The Diocese of Colorado. If such application is made and consent given, the interested person shall acknowledge receipt of the

- remains when removed and indemnify and save St. Mark's, The Diocese of Colorado, their heirs, agents, successors and assigns, harmless against all liability arising or resulting there from. (See Request for Removal of Cremains with Release from Liability and Indemnification form)
- B. The cost of removal shall be borne by the interested person and no refund shall under any circumstances be given by St. Mark's or The Diocese of Colorado.
 - C. For purposes of this section X, the term "interested person" may include the Purchaser or the deceased person's spouse, parents, children, heirs at law, personal representatives or other fiduciaries. St. Mark's, or in the event of closure of St Mark's, The Diocese of Colorado, shall, in its sole discretion, determine whether a particular person qualifies as an interested person in each case where an application for removal has been made.
 - D. In the event the Columbarium requires repairs or other construction, or in the event the Church requires repairs or construction, and such repairs or construction affect the Columbarium, the owner of a Right of Interment and his or her heirs, beneficiaries and legal representatives agree that the Columbarium Committee may permit the temporary removal of the cremains for the duration of those repairs or construction. The owner of a Right of Interment further agrees to the provision of Termination of the Columbarium, provided in Section XII below.

XI. SECURITY

St. Mark's, by this Agreement, provides only a Plot for the interment of cremated human remains in a container. By its design and construction, the Columbarium is neither weather nor corrosion proof. No warranty, representation or agreement is or can be made that the effects of weather, exposure, or time will not affect the remains interred in a Plot.

The Diocese of Colorado, St. Mark's Episcopal Church, the clergy, wardens, Vestry, their agents, employees, and Columbarium Committee members shall not be liable for damage to or loss of interred cremains, including loss or damage by the elements, Acts of God, common enemy, thieves, vandals, malicious mischief makers, explosions, fire, unavoidable incidents, invasion, riots, civil commotion, or any order of civil or military authority, whether the damage be direct or incidental.

XII. TERMINATION OF ST. MARK'S COLUMBARIUM

- A. The Columbarium is not intended as a perpetual care facility. While St. Mark's anticipates that it shall continue to operate the Columbarium at its present location for

the foreseeable future, no representation is made that the Columbarium shall be maintained by St. Mark's in perpetuity.

- B. The right of the Purchaser to use or designate the use of a Plot shall terminate if the present church property is no longer owned by The Diocese of Colorado and/or St. Mark's and if the successor in ownership to The Diocese of Colorado and/or St. Mark's does not agree to maintain the Columbarium, or if the present church edifice is demolished and not replaced. Such right shall also terminate if, upon reasonable notice, the Rector, Senior Warden and Vestry of St. Mark's and the Ecclesiastical Authority¹ in their sole discretion determine that it is no longer feasible to maintain the Columbarium.
- C. In any of the events outlined in Section XII, Paragraph B above, the interred remains of a person may be removed from the Plot pursuant to the terms outlined in Section X, Paragraphs A, B and C above.
- D. If arrangement 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, St. Mark's retains the right to take possession of and title to the cremains and to relocate the cremains as it deems proper. No refund of any amount for the purchase of interment rights shall be made in the instance of termination of the Columbarium.
- E. In the event of a relocation of cremains as per Section XII, Paragraph D above, records of new locations will be available from the office of the Dean of the Ordinary for the Episcopal Diocese of Colorado. St. Mark's will note, record and inform the Diocese as to the date and location of relocation, and who took possession of the cremains.

XIII. INSURANCE

The Church may carry insurance for its own benefit regarding the Columbarium, as it deems reasonable. There is no obligation to carry insurance or to provide insurance for the benefit of any holder of a Right of Interment or his or her heirs, beneficiaries, or legal representatives.

XIV. AMENDMENT OR WAIVER

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 the Policies, Rules and

¹ Ecclesiastical Authority is defined as the Bishop or in the event of the disability of the Bishop, the Suffragen Bishop or the Standing Committee of the Diocese of Colorado according to Article 2 of the Constitution of the Diocese.

Regulations. No such amendment shall take place unless affirmatively recommended by the Columbarium Committee and approved by the Vestry.