

TRINITY CELEBRATION GARDEN POLICIES AND PROCEDURES
of
Trinity Presbyterian Church
McKinney, Texas

STATEMENT OF PURPOSE

The Trinity Celebration Garden (TCG) of Trinity Presbyterian Church has been designed to reflect the circle of life from birth and baptism to a celebration of the end of earthly life and the promise of life eternal. The TCG will allow the Church to comfort its family members over the generations at times of death and bereavement. The columbarium within the TCG will be located in the shadows of the Church, which has been central to the lives of many. Interment within the columbarium will provide a final consecrated resting place for evidence of Christian witness and a symbolic statement of the unity of Christian community. The TCG will create a peaceful place for private and community prayer and meditation as well as a gathering place for special services.

DEFINITIONS

- A-1. **Church** – The term “Church” as used herein, shall refer to Trinity Presbyterian Church, McKinney, Texas.
- A-2. **Session** – the governing body of ruling elders and ministers of the Word and Sacrament of Trinity Presbyterian Church, McKinney, Texas.
- A-3. **Pastor** – the Senior Pastor of the Church or the ordained clergy who is the acting pastor.
- 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. **Trinity Celebration Garden (TCG)** – that dedicated area within the Church grounds for the perpetual care of loved ones in witness to the celebration of life’s journey from birth to death to life everlasting.
- A-7. **Trinity Celebration Garden Committee (the Committee)** – The Committee, composed of Church members, shall be responsible for implementing the Policies and Procedures for the operation of the TCG. The Committee shall report to Session through the Elder-at-Large and its policies, procedures, and members are subject to the approval of Session.
- A-8. **Columbarium** – the permanent structure within the TCG that contains niches designed to hold the urns containing the cremains of loved ones.
- 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 document issued by the Church granting the right to inter human cremains within the TCG. 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 Certificate Holder, or his legal designee by the TCG Committee.
- A-12. **Cremaains** – cremated human remains of the deceased for the purpose of interment in the Trinity Celebration Garden.
- 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 cremaains 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 cremaains of the decedent. Refer to *Inscriptions H1 to H-3* of these Policies and Procedures.
- A-18. **Memory Plaque** – uniformly engraved information to identify and/or honor a deceased loved one, in lieu of interment. Refer to *Inscriptions H1 to H-3* of these Policies and Procedures. A Certificate shall be issued to the purchaser of a Memory Plaque.
- 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 TCG is owned by and is part of the Church. The administration, operation and maintenance of the Celebration Garden is the ultimate responsibility of the Session which may delegate certain powers, as appropriate, to the Committee with respect to the administration, operation and maintenance of the TCG. 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 Church Session.
- 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, at any time, 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 so stated by the Session.

Committee Structure – See Addendum 1 for Committee structure.

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 TCG shall be available to any member or former member of the Church, ordained clergy, employees and former employees of the Church, and members of his or her immediate family. Members of his or her 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 with the written consent of the Senior Pastor.
- C-3. **Fees:** A one-time fee shall be collected by the Church for the Right of Interment in the TCG. 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 TCG. Upon recommendation by the Committee and approval by the Session, 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.

The Committee may waive the fees for any part of or all the payment for anyone otherwise eligible. This shall be done discreetly upon the recommendation of the Senior Pastor, and the niche may be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivors.

- C-4. **Purchase of a Right of Interment:** To purchase a Right of Interment, an eligible person may obtain the appropriate Application and Inscription Order Forms and supporting materials from the Church office. Complete Application information, forms, Policies and Procedures, and supporting materials may also be downloaded directly from the Trinity 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. **Purchase of a Memory Plaque:** To purchase a Memory Plaque, an eligible person may obtain the appropriate Application and Inscription Order Forms and supporting materials from the Church office. Complete Application information, forms, Policies and Procedures, and supporting materials may also be downloaded directly from the Trinity 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-6. **Exclusive Right to Use:** Upon approval of the application process 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.
- C-7. **Selection:** The Certificate Holder shall have the right to select any Niche(s) or Memory Plaque(s) which may be available at that time. If more than one application shall have 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 shall be sold to a family than those necessary to inter the cremains of all eligible persons in that family.
- C-8. **Title and Retained Rights:** The Certificate Holder acquires no property rights in the TCG, any of its niches, memory 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 Constitution of the Presbyterian Church (USA) and the Bylaws of the Church. The committal service shall be at the convenience of the Pastor or minister and the family of the deceased to be interred. Only an ordained minister serving Trinity Presbyterian Church, or an ordained minister invited by the Pastor of the Church, shall be authorized to officiate at an interment service in the TCG. 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 Section 711.002, Disposition of Remains. Duty to Inter, of the Texas Health and Safety Code.
- D-3. **Responsibility for Identity:** The Church and the TCG 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 Trinity Presbyterian Church be responsible for acquiring any such permits.

- D-5. **Urns and Engraving:** Interment shall be made only in the urn approved by the Committee or supplied by the Church. The face of the niche, face of the urn lid, and/or memorial plaque shall be uniformly engraved with the decedent'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.
- 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 cremains from any or all other causes.
- E-4. **Movement of the Church:** In the event the Church is moved to another location, the Church shall be responsible for providing facilities comparable to the original TCG for the relocation of cremains committed to its care. The Church shall exercise reasonable effort to locate and notify surviving heirs as to the new location.

In the event that the present Church edifice is demolished or the ownership of the Church property is transferred by the church or the TCG columbarium facilities are discontinued,

- (a) the right to inter shall terminate;
- (b) the Church shall exercise reasonable effort to locate and notify survivors and afford them the opportunity to remove the cremains; and,
- (c) the Church shall not otherwise dispose of the urns within three (3) years after the TCG columbarium facilities are discontinued for any reason.

In the event the columbarium requires repairs in order to maintain its integrity, the Certificate Holder agrees to permit the temporary removal of any cremains until those repairs are completed.

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. 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 family is no longer known, 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 TCG 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 TCG, and if so placed, the Committee reserves the right to have any such articles removed and disposed of without notice or liability to the owner.

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 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 memory plaque. Arrangements will be made by the for the engraving, in accordance with the names and dates so furnished, will be made by the Church.

CONDUCT OF PERSONS WITHIN THE COLUMBARIUM

- I-1. **Church Decorum:** The TCG 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 TCG any person violating the same.

PERPETUAL CARE

- J-1. 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 TCG, to include the following:
 - 1. Routine maintenance and landscaping;
 - 2. Future additions, modifications and/or repairs;
 - 3. Other uses at the discretion of the Committee, subject to Session approval.
- J-2. The Church may carry such insurance for its own benefit upon the TCG 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.