

# POLICIES

## THE COLUMBARIUM AT GRACE AND HOLY TRINITY CHURCH



8 North Laurel Street  
Richmond, Virginia

Adopted by the Vestry of Grace and Holy Trinity Church  
On  
October 14, 2014

## **OVERVIEW**

A Columbarium is a consecrated place where the cremated remains of deceased persons may be placed, with the name and dates of birth and death recorded. It is an arrangement of niches in a wall into which an urn, holding the ashes, is committed.

Christian tradition has looked upon burial as the final act of faith, a witness to one's belief in the resurrection of the body and everlasting life. Churches have traditionally been the natural repository and final resting place of deceased members of the Christian community. Burial within the church itself or in an adjacent churchyard was once a common practice. The amount of land necessary for a burial ground is no longer available to most churches and a myriad of laws and regulations make it extremely difficult to establish a burial site.

In recent years, cremation with committal of cremated remains, rather than burial, has become more common. In this way, the remains of the deceased can remain at the church that played such an important part in their lives. In some cases, many people are turning to cremation as an economical, dignified way to address the rising cost of funerals. As more and more people turn to cremation, the cost of traditional funerals will continue to rise. By creating a Columbarium we are addressing the needs of those who choose cremation and would prefer to be located on the grounds of the parish.

The word "columbarium" comes from Latin and translates as a compartmentalized house for doves, the gentle birds mentioned in Holy Scripture and recognized as symbols of peace. The Columbarium at Grace and Holy Trinity Church (the "Church") is a place for reflection and remembrance and a part of our church's ongoing ministry to both the living and the dead. It is a comfortable place, a place for family and friends to gather in love and remembrance, a consoling link between life and death.

The policies outlined in this document explain the operations of the Columbarium at the Church. They are subject to modification as necessary and in accordance with changing legal and canonical requirements.

*And I heard a voice from heaven saying, "Write this: Blessed are the dead who from now on die in the Lord." "Yes" says the Spirit, "they will rest from their labors...." Revelation 14:13 NRSV*

## **OWNERSHIP**

The Columbarium, as a part of the property of the Church, is held in trust by the trustees of the Church and for the Episcopal Diocese of Virginia. The Columbarium is managed by the Vestry of the Church (the “Vestry”) with the assistance of the staff and clergy of the Church as necessary.

## **ADMINISTRATION**

- a) All Policies and related documents must be approved by the Vestry.
- b) If special cases arise in which the strict enforcement of policy may impose unnecessary hardship, the Junior and Senior Wardens of the Vestry in consultation with the Rector, may, without notice, make exceptions, suspensions or modifications of any of these policies when it appears advisable. Such exceptions are temporary and do not become part of these documented Columbarium Policies.
- c) The decisions of the Vestry shall be final and binding.
- d) The Policies provided with the Columbarium Licensing Agreement are binding.
- e) The operation of the Columbarium may be administered by the staff and clergy of the Church as directed by the Vestry.

## **ELIGIBILITY FOR COMMITMENT OF CREMATED REMAINS**

### **a) Purchase of a License**

Purchase of a license for a Columbarium niche will be available to anyone who is a baptized member of the Church at the time of submission of an Application (i.e. a record of their baptism may be found in the official parish records) and the immediate families of such baptized members as defined in Section b below.

### **b) Eligibility for Commitment of Cremated Remains**

The purpose of the Columbarium is to provide for commitment of cremated remains of those purchasers of licenses for Columbarium niches and the members of their immediate families. This includes non-Christian spouses and immediate family members. The term “immediate family or families” designated by the purchaser as used in this document means the spouse, partner, parents, children, stepchildren, grandchildren, step-parents, and step-grandchildren, and their respective spouses or partners and brothers and sisters

of the member. The Junior and Senior Wardens in consultation with the Rector shall resolve any questions regarding eligibility for committal of cremated remains.

#### c) Eligibility of Others for Committal of Cremated Remains

From time to time, for pastoral reasons, the Junior and Senior Wardens, and in consultation with the Rector, shall have authority to recommend to the Vestry that persons other than those referenced in paragraph b above be eligible for committal in the Columbarium. The Vestry by majority vote may decide on any changes to the eligibility requirements. Such changes shall be in the sole discretion of the Vestry whose decision shall be final.

### **PURCHASE OF A NICHE LICENSE**

#### a) License Purchase Price

The price of a single or two-person niche includes the right of committal of cremated remains, a memorial plaque, and upkeep of the Columbarium. These costs for committal of cremated remains are exclusive of any other costs that may be incurred by the purchaser, the eligible persons or their respective estates at the funeral home or anywhere else for services rendered. Prices of the niche(s) will be reviewed and revised as necessary. No changes to the price will be made without the approval of the Vestry.

Any purchaser of a license to a single niche may later request to purchase a double niche. Such request will be reviewed by the Vestry and may in its sole discretion be approved, depending on availability and the payment of the difference in the purchase price of a single niche and a double niche in effect at the time of the request. In this event the single niche will revert to the church. Any purchaser of a double niche may later request to surrender rights to that niche in exchange for a single niche. This request may be granted depending upon availability and review by the Vestry. The Vestry may choose to refund the difference in price between the two niches but refunds are at the sole discretion of the Vestry.

Purchase of a niche grants only the right of committal of cremated remains for not more than two (2) human cremated remains. Animal remains may not be placed in the Columbarium. The right of committal can be used for no other purpose and cannot be divided. The purchaser acquires no property rights in the Columbarium and its niches and agrees the said items and areas are at all times under the sole ownership and control of the Church. The right to place in a Columbarium niche the cremated remains of an eligible person(s), is based on the Policies in effect at the time of purchase.

Prior to use, the license to use a designated niche may not be sold/transferred by the purchaser without the prior written approval of the Vestry. Upon written request by the purchaser or his/her designee, the Wardens will review and recommend action to the Vestry on all requests for assignment, transfer, bequest, or change of the right. Any approved transferee shall have all the rights of the original purchaser and shall be bound

by all the terms and conditions of the original purchase. A transfer is recognized only upon written consent of the Vestry. Approval may be refused by the Vestry without cause. The privilege of licenses for committal of cremated remains in the Columbarium for Eligible Person(s) is personal and can be transferred only to other Eligible Persons. Should a request for transfer be refused, eighty percent (80%) of the initial license fee paid, will be refunded.

The person holding the license of an unused niche may, with the consent of the Vestry, surrender the license of that niche at any time. Surrender shall be effective upon receipt by the Church of written notice of surrender and consent thereto by the Vestry. Within 90 days of effectiveness of surrender, the Church shall refund to the person surrendering the license the license fee paid for it, without interest, less a fee of \$200 to cover the Church's administrative expenses. Surrender of a license terminates all rights of all persons but the Church to the licensed niche.

No flowers, flags or other decorations are allowed at individual niches. The Church reserves the right to remove, add, or move flowers, which have been placed on the altar in the Columbarium. Artificial arrangements are not permitted at any time.

Visits to the Columbarium may be made at times when the church is open. Typically the church is open, at varying hours, Sundays through Fridays. It is always best to contact the clergy or the staff of the church prior to making a visit to make sure the church is open or to make arrangements for a visit at alternative times.

Urns containing cremated remains may be removed from a niche only upon the written request of a person authorized by Virginia law to dispose of the remains. Removal shall take place only upon receipt of a fee paid in advance in an amount to be determined at the time of removal. Written requests will be reviewed by the Wardens in consultation with the Rector. Upon approval, the License Agreement is deemed to be terminated. A request to reassign the right to re-use that niche may be made by the person holding the License. This request must be made at the same time as the removal request and will outline the reason/need for re-use. The request will be reviewed by the Wardens and a recommendation made to the Vestry for final decision. If approved, a new License Agreement will be issued.

**It is the responsibility of the** Licensee to notify the Parish of any change of address of the Licensee designated eligible persons. All funds received with respect to the Columbarium shall be distributed and accounted for in accordance with the policies and procedures of the Church.

#### **APPLICATION AND PAYMENT PROCESS**

Any person who desires to purchase a license for a niche shall abide by the following procedures:

a) All paperwork regarding the purchase of a license will be filed at the Church. A copy of these Policies will be provided at the time of application by the staff of the Church. The Application shall be in the form of the document entitled APPLICATION FOR USE OF NICHE(S) IN COLUMBARIUM. The full license purchase price shall be due upon submission of the application. The forms may be downloaded and printed from the Church's website, but the completed forms must be returned to the Church in person or via the United States Postal Service.

b) The completed application shall be reviewed by Rector. Any questions that may arise regarding eligibility will be handled in consultation with the Junior and Senior Wardens at the time of the application. The decision regarding eligibility will be communicated to the applicant prior to proceeding with the application process.

c) The applicant shall receive a License for Use of a Designated Niche ("License") in the Columbarium in the form of the document entitled COLUMBARIUM LICENSING AGREEMENT. Should more than one niche be purchased, the Church will attempt to assign the niches in relative proximity to each other. The licensee will have the option of selection of the niche, subject to availability, the number of which will be noted on the Application.

#### ARRANGEMENT FOR COMMITTAL OF CREMATED REMAINS

Arrangements for the committal of cremated remains must be made through the Rector and no committal may take place without the Rector's permission. He or she may be contacted at the Church office. When the need arises to commit remains in the Columbarium, arrangements should be made immediately so that the verification of records and completion of all required documents may be completed in a timely fashion.

The cremated remains of only one human may be placed in a single urn that meets the size parameters for the niches. The interior dimensions of the niche are 11 ¾ inches deep, 9 ¾ inches high and 10 inches wide. At the time the Rector is contacted to arrange for the committal, the faceplate engraving form shall be confirmed and completed. The size, type, and manner of the lettering on the faceplate will be determined exclusively by the Church. The licensee or the licensee's family has sole responsibility for providing accurate names and dates for the engraving.

A Certificate of Cremation (or certified/notarized copy) shall accompany the ashes when they are presented for committal, providing evidence that they are of an eligible person in accordance with the provisions above.

The Rector shall have complete authority over all religious services for the committal of cremated remains in accordance with the Book of Common Prayer and the faith and practice of The Episcopal Church USA.

### **LIABILITY**

The Church will endeavor to maintain the Columbarium and to adhere to the policies and procedures set out herein. However, neither the Vestry or Clergy of Grace and Holy Trinity Church, nor the Episcopal Diocese of Virginia, nor any officers, agents, employees, parent or subsidiary entities, nor any other person affiliated with these entities shall have any personal or vicarious liability under any theory whatsoever to any person or persons whomsoever, no matter how situated, for any of the following:

- a) Any action or inaction related in any way to the Columbarium, the urn, the niche and its use, or any other aspect of the Columbarium;
- b) Any action or inaction related in any way to the urn and its contents that may be placed in the Columbarium, including the future possibility of moving or relocating the Columbarium and/or any of the urns;
- c) Any action or inaction related to obtaining necessary permits for committal of cremated remains, delays in committal of cremated remains for any reason, failure of the Church to adhere to any of the policies and procedures set forth herein;
- d) Any action or inaction relating to the loss or damage of the Columbarium or any of the urns or cremated remains contained therein from any cause whatsoever, including acts of nature, acts of God, thieves or vandals, negligence whether simple, gross, or willful and wanton; and
- e) Any and all other causes of action under any theory whatsoever, whether arising via tort, contract or statute.

### **CONTINUED EXISTENCE OF THE COLUMBARIUM**

It is the intent of the Vestry to operate and maintain the Columbarium in perpetuity. However, if for any reason whatsoever in the future the Vestry determines to discontinue such operation or maintenance, the Columbarium may be discontinued. In such case all rights and privileges held by any person shall terminate immediately, without any requirement for refunds. The Church shall use reasonable efforts to notify licensees or their successors by letter of the discontinuance of the Columbarium. Notice shall be sent by

certified mail, return receipt requested or similar service, to the last known address of the licensee(s) or successor(s). Urns then in licensed niches will be disposed of as directed by the licensee or his or her successor(s). If the Church is not otherwise directed or it receives no response to such notification within three months the urn containing the cremated remains will be relocated in accordance with the directions of the Vestry.