

**POLICIES AND REGULATIONS  
OF THE COLUMBARIUM OF  
EPISCOPAL CHURCH OF THE HOLY SPIRIT  
858 Kent Dairy Road, Alabaster, AL 35007**

**PROLOGUE**

The ministry of the church touches its members in all areas of life as well as in death. As cremation is now increasingly used as an alternative to burial, we have reviewed the historic position of the church in burial and disposition of remains. We have discovered that the preferred burial space for many is at the church where they attend. Almost all of the great cathedrals of Europe act as tombs of saints of the church, kings and queens and other persons of prominence. Westminster Abbey has long been used as a place of burial. Cremation has been preferred to burial at Westminster since the beginning of the 20th century. The church burial grounds served early America and continue to do so today in many localities. In both ancient and Christian times, the dual tradition of burial and cremation was preserved. A columbarium at the church will allow our members to retain a connection with the church in death as well as in life and provide a place of meditation and consolation for the families of the deceased.

**1. DEFINITIONS: The following terms shall have the meanings set forth herein:**

- A. CHURCH means Episcopal Church of the Holy Spirit of Alabaster, AL.
- B. ECHS means Episcopal Church of the Holy Spirit of Alabaster, AL.
- C. RECTOR means the Senior Minister in Charge
- D. COLUMBARIUM means the columbarium of the Church, a structure containing niches for the inurnment of cremated human remains.
- E. NICHE means one of the individual spaces in a specially constructed framework constituting the Columbarium. Each niche shall be of similar size and with a uniform cover plate upon which an identifying inscription shall be incised.
- F. INURNMENT means the placement of cremated remains in their final resting place in a niche. The remains will be provided by the family in an appropriate, approved container from the crematorium.
- G. INURNMENT RIGHTS means the right of the Grantee to have placed in the Grantee's niche cremated remains of the Grantee or any member of Grantee's immediate family.
- H. VESTRY means a body of lay members elected by the congregation or parish to run the secular business of the parish
- I. COMMITTEE means the Columbarium committee

**2. GENERAL SUPERVISION OF THE COLUMBARIUM**

- A. **General Planning:** The Columbarium is a part of the ECHS, which operates under the direction of the Columbarium Committee, further referred to as the Committee. They will be responsible for operation of the columbarium and may institute any changes, which may be required from time to time. The original policies and subsequent changes recommended by the Vestry shall become effective immediately.
- B. **Columbarium Committee:** The Columbarium Committee shall consist of a minimum of 3 members who are selected from the membership and approved by the Vestry. At a minimum two (2) laypersons from the congregation and one appointed person from the Vestry (the Liaison) shall comprise the Committee. The term of the Columbarium Committee members shall be for a three-year period. The Columbarium Committee is a "service committee" and as such the members can serve for more than a three-year period. Additionally, Rector and Vestry Liaison shall be ex-officio voting members of the committee. Other Ex-Officio members may be appointed as needed. The Columbarium Committee will elect their chairperson at their first meeting annually following the Annual Parish meeting.
- C. **Supervision of the Columbarium:** The columbarium is a part of the premises of ECHS and shall be under the direction of the Rector and the Columbarium Committee. All questions regarding the day-to-day operations of the columbarium shall be referred to the Rector or his/her designee.
- D. **Admissions to the Columbarium:** The right to the use of the columbarium facilities and admission to the columbarium shall be subject to the Policies and Regulations of the columbarium.

### 3. INURNMENTS AND DISINURNMENTS

- A. **Subject to Laws:** In addition the Policies and Regulations in effect at the time, inurnments, disinurnments and removals are subject to all applicable federal, state and local laws and/or regulations.
- B. **Eligibility:** Any past or present member of Episcopal Church of the Holy Spirit, Alabaster, AL, or any member of a past or present member's immediate family shall be eligible for inurnment. "Immediate family" shall mean the mother, father, spouse, domestic partner, son and daughter (including step siblings and half siblings) and their families (be they natural or adopted). Also eligible for inurnment shall be any past or present clergy member who has served on the staff of the Church. Subject to the approval of the Vestry other Christian individuals may be eligible for inurnment.
- C. **Arrangement for Inurnment:** The Rector shall have complete responsibility for all religious services of committal. Notice shall be given to Rector of any intended inurnment. The religious services incident to an inurnment shall be conducted by the Rector or by others authorized by the Rector to conduct services.
- D. **Application for Inurnment:** All applications for inurnment shall be on forms provided by the Committee, shall be submitted to the Rector for approval and shall be

subject to the Policies and Regulations of the Columbarium and those of the Committee and ECHS. Any party whose application for inurnment is denied shall be entitled to a hearing before the Committee. The Committee reserves the right to refuse any application for inurnment that does not comply with the Policies and Regulations. The decision of the Committee shall be final and binding on all parties.

- E. **Not Responsible for Identity:** Neither ECHS nor the Committee shall have any responsibility or liability for the identity of the cremated remains sought to be inurned.
- F. **Remains per Niche:** The cremated remains of no more than two (2) persons shall be inurned in each niche space.
- G. **Inurnment Rights:** Before an inurnment is permitted, a niche user or legal representative must have executed an Agreement concerning Inurnment Rights and paid all fees imposed by ECHS. Upon payment of the required fees, a Certificate of Ownership shall be issued to the purchaser of the Inurnment Rights evidencing such ownership, but such certificate shall not constitute evidence of legal ownership. In the event of a question regarding the ownership of Inurnment Rights to a particular niche, the records kept by the Committee shall be the official records of ownership.
- H. **Containers and Incising:** Inurnments in the niches may be made only in containers approved by the Committee. The maximum allowable size for an urn is not to exceed 5 1/2 inches in width, 5 1/2 inches in length and 9 inches in height. Inscriptions on the niche shall be of uniform style, text and size. The Committee shall adopt, prescribe and provide a standard form for the content of the niche marker and the incising to be placed upon the niche.
- I. **Records to be maintained by the Church:**
  - 1) A complete record of the person holding Inurnment Rights.
  - 2) A record of the persons inurned.
  - 3) The date on which all cremated remains received by the Church.
  - 4) The date on which the cremated remains were inurned.
  - 5) The name, date of birth and the date of death of each person inurned.
  - 6) The location of the niche.
  - 7) The name and address of the person or personal representative depositing cremated remains.
  - 8) Such other information as may be deemed proper and/or necessary and required by the Rector or the Vestry.

#### **4. DISINURNMENTS AND REMOVALS**

##### **A. Removal of Cremated Remains:**

- 1) The remains of a cremated person may be removed only with the written consent of the Vestry and the written consent of the person holding the Inurnment Rights or one of the following persons in the following order of priority:
    - a. The decedent's surviving spouse.
    - b. A majority of the decedent's surviving adult children.
    - c. The decedent's surviving parents.
    - d. A majority of the decedent's surviving adult siblings.
    - e. The adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.
    - f. The judge of the Probate Court of Shelby County, Alabama then senior in years of service or other court having jurisdiction thereof, acting in the judge's individual rather than judicial capacity, in accordance with state law.
  - 2) No disinurnment shall be permitted without the consent of the first person having priority having consented to the disinurnment; e.g., if the decedent's surviving spouse is alive and competent, a disinurnment shall be permitted only with the consent of the surviving spouse, notwithstanding that other, having a lower priority, may desire to have the cremated remains disinurned. Upon disinurnment, only 50% of the original cost of the Inurnment Rights will be refunded to the heirs.
- B. Removal for Profit Prohibited:** Removal by the heirs or successors in interest of the cremated remains so that the Inurnment Rights for a niche may not be transferred for profit to themselves, or removal contrary to the express or implied wish of the original holder of the Inurnment Rights, is prohibited.
- C. Exchange of Niche Location:** With the prior written consent of the Committee, cremated remains and the niche incising may be removed from their original location to a different niche in the columbarium upon the following conditions:
- 1) The person desiring to relocate the cremated remains has first obtained Inurnment Rights for the new space.
  - 2) The same consents are obtained as above required in Paragraph 4.A.
  - 3) Any and all charges to exchange niche location are to be paid by the owner of the Inurnment Rights. These charges will include the cost of replacement of the niche marker and any costs associated with any incising.
- D. Opening of Niche:** A niche may be opened after inurnment only with prior approval of the Vestry or the Rector. Such approval may be granted only after written application to open the niche is submitted to the Committee and then only for good cause, as determined by the Committee.

## 5. TRANSFER OR ASSIGNMENT

- A. Consent of the Committee:** No transfer or assignment of the Inurnment Rights shall be valid without the consent in writing of the Committee and the Rector and the surrender of any evidence of the original Inurnment Rights.
- B. Right of First Refusal:** The Committee retains the right of first refusal to purchase the Inurnment Rights for a niche from the holder of such rights at the current standard price or the original price paid by the original holder of such rights, whichever is the lesser of the two. No Inurnment Rights shall be transferred without first offering said rights to the Committee and any attempt to transfer said rights without first offering said rights to the Committee shall be null and void and of no force and effect.
- C. Right to Repurchase :** ECHS shall have the right to repurchase the Inurnment Rights (if there is an immediate buyer) for any niche not used within six (6) months of the death of the person whose remains are to be inurned in such niche. The Committee shall take the necessary steps to notify the grantee, or his or her appropriate family members and personal representatives, and shall refund the amount paid by the grantee to the grantee or to the grantee's personal representative or estate, and the Church shall thereupon reacquire full ownership rights in such niche, less the cost of the niche marker.
- D. Transfer Charges:** All transfers of the Inurnment Rights shall be subject to a charge to be fixed by the Committee, which charge shall be paid to ECHS when the transfer is recorded on the books of the columbarium and the new Inurnment Rights are issued. Charges include the cost of the niche markers.

## 6. FLOWERS, ORNAMENTS AND DECORATIONS

- A. Décor:** The placement of flowers or plants in the columbarium area at any time is limited to those approved by the Committee. It is contemplated only limited use may be made of decorative items in the columbarium area.
- B. Prohibited Ornaments:** The use of felt, crushed silk, satin or any other cloth in or about a columbarium niche is prohibited. The placing of boxes, cans, shells, toys, wreaths, metal designs, ornaments, signs, cards, furniture, vases, pictures, artificial flowers, flags or any other such article or emblem shall not be permitted in or about a niche or the columbarium and if so placed, the Committee or the Rector reserves the right to have such items removed and disposed of without notice and without liability to the owner of such property. By the acceptance of the terms of this agreement, all parties agree said material may be removed by the Committee or the Rector without liability to the owner thereof.

## 7. VETERANS MEDALLIONS

- A.** The Department of Veterans Affairs has available a medallion to be affixed to an existing privately purchased niche markers to signify the deceased's status as a veteran.

- B. The medallion that would work on our niche markers is 1½ inches. Each medallion is inscribed with the word VETERAN across the top and the Branch of Service at the bottom. Appropriate affixing adhesive, instructions and hardware will be provided with the medallion by the Department of Veterans Affairs.
- C. For family members of eligible Veterans interested in submitting a claim for the medallion, instructions on how to apply for a medallion are available at the VA's web site at [www.cem.va.gov/hm\\_hm.asp](http://www.cem.va.gov/hm_hm.asp). Use PDF form VA Form 40-1330M; Claim for Government Medallion for Placement in a Private Cemetery. Fill the form out completely and sign the form before submitting. In block 7 the size to be requested is "1 ½ Inch (M1)".
- D. The family is responsible for securing the medallion and giving to the Rector (or someone designated by the Rector) who will insure properly mounted. ECHS will prepare the form for signature, if requested, and will fax the form along with the DD214 and other required supporting documentation to the appropriate authorities, if provided.

**8. INSCRIPTIONS**

- A. **Uniformity of Incising:** The incising upon each niche shall be of uniform size, style and format as determined by the committee. The consideration paid for the Inurnment Rights shall include the cost of incising, which shall be performed under the direction of the Vestry or the Rector.
- B. **Conformity of Text:** The maximum inscription shall consist of the following:

**Name of Deceased:** \_\_\_\_\_

[First, Middle Initial/Maiden Name, not to exceed 18 characters, including spaces)]

**Last Name of Deceased:** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_

[Month, Day, Year]

**Date of Death:** \_\_\_\_\_

[Month, Day, Year]

- C. **Correctness of Inscription:** The Rector will provide an order to be completed and signed by the person specifying the inscription in typewritten or legible ink printing. The Rector shall make arrangements for the incising in accordance with the information furnished. The Rector and Committee shall be responsible only for such errors in the inscription as might be made by the engraver in deviating from the data submitted on the signed incising agreement.

**9. PERSONAL CONDUCT NEAR THE COLUMBARIUM**

- A. **Part of the Church:** The columbarium is part of ECHS and all persons in the area of the columbarium are expected to conduct themselves in accordance with customary good decorum as normally observed in episcopal churches.
- B. **Enforcement of Policies:** The Rector is empowered to enforce all policies and regulations and to exclude from church property and the columbarium area, any person or persons violating the same.

**10. PROTECTION AGAINST LOSS:** ECHS may carry such insurance for its own benefit upon the columbarium and its contents as may be directed by the Committee, however, there is no obligation on the part of ECHS to provide insurance.

#### **11. CHANGE OF ADDRESS OF LICENSE HOLDERS**

- A. **Notification of Change of Address:** The holder of Inurnment Rights, his or her heirs, legal representatives or assigns shall duly notify the Rector of any change of address. Any notice sent by the church to the holder of Inurnment Rights at the last address as shown on the columbarium records shall be deemed good and sufficient legal notification for all purposes.

#### **12. CONTINUANCE**

- A. It is understood and agreed that the columbarium is neither a perpetual care cemetery, a permanent maintenance cemetery nor a free care cemetery. The church shall not be legally obligated to maintain the columbarium as a perpetual care cemetery, a permanent maintenance cemetery or a free care cemetery nor shall the church require any grantee to contribute toward the expenses of maintaining the columbarium.
- B. The church will permanently maintain the columbarium, including the building of additional phases, with the use of the funds collected by the sale of the niches and the bricks in excess of actual costs. Additionally, the church will maintain the columbarium in a tasteful, clean and dignified state befitting the sanctity of the purpose of the columbarium, through the use of the funds collected in excess of the actual costs. The church will hold these funds as “Permanently Restricted Funds”, strictly for the purposes of building and maintaining the columbarium. The church will not be authorized to supplement the budget or finance any other ministries within the church with columbarium funds.
- C. The Columbarium was approved by the ECHS to be a self-funding operation. Once the final phase of the Columbarium is completed the income generated through investment of the surplus funds will be used to sustain the on-going maintenance of the Columbarium.
- D. In that event or in the event of the move of the church from its present location, or if the columbarium should be destroyed by fire, tornado, earthquake or other natural disaster

and not be rebuilt, or in the event the church should cease to be used as a place of worship by a congregation of the episcopal church, at its sole discretion, shall cause all cremated remains inurned in the columbarium to be re-inurned in some other columbarium, cemetery or place of burial, at the expense of ECHS.

- 13. LIMITED LIABILITY:** Neither ECHS nor its employees, the Rector, the Committee nor any member of ECHS shall be liable for any claim for damages arising in connection with the use and operation of the columbarium or from any other cause except from gross negligence or intentional misconduct. In any event, the amount of damages recoverable by the person holding the Inurnment Rights to use the niche, their heirs or legal representatives shall be limited to the total amount paid to ECHS for such rights. It is agreed this limitation on damages is in the best interest of all parties in as much as damages would be difficult to ascertain in the event of a breach of this agreement. In no event shall ECHS or its employees, the Rector, the Committee, nor any member of ECHS, be liable for indirect, special or consequential damages.

**14. MODIFICATIONS AND AMENDMENTS**

- A. **Exceptions and Modifications:** Recognizing that situations may arise in which literal enforcement of a policy may be impractical, the Committee retains the right to make reasonable exceptions, suspensions or modification of any policy with approval of the Board of Trustees subject to any change in federal, state or local law. Any exception shall apply only to the situation in which the policy may be altered and shall in no manner be construed as affecting the application of these policies and regulations in another situation.
- B. **Amendments:** The Committee along with the Rector, may, at any time adopt new policies and regulations or alter, amend or repeal any provision contained herein.