



St. Michael THE ARCHANGEL
Catholic Church

POLICIES

**THE COLUMBARIUM AT
ST. MICHAEL THE ARCHANGEL
CATHOLIC PARISH**

OVERVIEW

A Columbarium is a consecrated place where the cremated remains (cremains) of the deceased 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 is placed for permanent memorial.

Roman Catholic tradition has looked upon a Catholic burial as the final act of faith, a witness to one's belief in the resurrection of the body and everlasting life. The Vatican lifted the prohibition forbidding Catholics to choose cremation in 1963. The Code of Canon Law and the Order of Christian Funerals have incorporated this revision.

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 inurnment of the cremains, 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 St. Michael Catholic Church is a place for reflection and remembrance, 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 St. Michael Catholic Church in Glen Allen, Virginia. They are subject to change with changing legal and Canon Law requirements.

Ownership

The Columbarium is owned by the Diocese of Richmond and operated under the leadership of the appointed Bishop by his Holiness the Pope. The Columbarium is managed under the leadership of the Pastor of St. Michael the Archangel Catholic Church (SMCC) with the assistance of the Columbarium Administrator.

Administration

- a) All Policies and related documents must be approved by the Pastor.
- b) If special cases arise in which the strict enforcement of a policy may impose unnecessary hardship, the Pastor 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 policies.
- c) The decisions of the Pastor shall be final and binding.
- d) The Policies provided with the Licensing Agreement are binding.
- e) The operation of the Columbarium will be administered by the Deacon for Pastoral Care acting as Columbarium Administrator (Administrator) as directed by the Pastor. The Administrator may assign the daily operations to a Columbarium Manager (Manager). If a Manager is used he/she will report on a monthly basis to the Administrator and the Parish Director of Administration. In addition, there will be volunteer pastoral care assistants to help with the sale and all associated recordkeeping of the Columbarium.

Eligibility for Inurnment

- a) Purchase of a License

Purchase of a license for a Columbarium niche will be available to any registered or attending member; any Catholic individual living within the parish boundary of SMCC; former members of SMCC; and their immediate families as defined in Section b below. The Columbarium is intended for the inurnment of the cremated remains of Catholics who are entitled to Christian burial according to the rules and disciplines of the Roman Catholic Church and the regulations of the Pastor.

A niche will be provided at no cost to the Pastor or former Pastor(s) of St. Michael who wish to be inurned in the Columbarium at SMCC.

- b) Eligibility of Parishioners for Inurnment

Inurnment in the Columbarium shall be in accordance with Roman Catholic practices and beliefs. The purpose of the Columbarium is to provide for inurnment of those purchasers of licenses for Columbarium niches and their immediate families. This includes non-Catholic spouses and immediate family members. The term "immediate family or families" as used in this document means the spouse, parents, children, stepchildren, grandchildren, step-parents,

and step-grandchildren, and their respective spouses and brothers and sisters of the member. The Pastor shall resolve any dispute regarding eligibility for inurnment

c) Eligibility of Others for Inurnment

The Administrator shall have authority to recommend to the Pastor that persons other than those referenced in paragraph b above be eligible for inurnment in the Columbarium. The Administrator, from time to time, may recommend changes/additions to the eligibility standards, for consideration by the Pastor. Such recommendations or additions, when approved by the Pastor, shall govern the Administrator's decisions in this area. The Pastor, in his sole discretion, shall accept or reject the recommendation of the Administrator. The decision of the Pastor shall be final and binding.

The Pastor may, at his discretion, permit members of other Richmond area parishes to license Columbarium niches. These licenses will be issued subject to these Columbarium Policies and subject to the same fee schedule.

Purchase of a Niche

a) License Purchase Price

The price of a single or two person niche includes the right of inurnment, nameplate, and upkeep of the Columbarium. These costs for inurnment are exclusive of any other costs that may be incurred at the funeral home or anywhere else for services rendered. The Administrator will recommend changes in the price of a license to the Pastor. Price will be reviewed minimally on a yearly basis, or as needed. No changes to the price will be made without the approval of the Pastor.

Any purchaser of a single niche will have the opportunity to modify their request to a double niche upon written request. At the time of the request, there will be moneys due based on the difference between the price paid for the single niche and the current price for a double niche.

For an Advance Purchase, the purchase price may be paid in full at the time of application, or an Agreement to purchase over time may be contracted. Payment over time requires a minimum down payment of twenty percent (20%) at the time of application, and a payment of 1/12 of the remaining balance each month until paid in full. In the event of a death, (an "at need purchase") prior to inurnment, the full price of the niche must be paid.

b) Rights of Purchasers

Purchase of a niche grants only the right of inurnment for not more than two (2) human cremains. This right 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 Diocese of Richmond. The right to place, in a Columbarium niche, the cremains of an eligible person(s), is based on the Policies in effect at the time of purchase.

Prior to use, the right to use a designated niche may not be sold/transferred without the approval of the Pastor. Upon written request by the purchaser or his/her designee, the Columbarium Administrator will review and recommend action to the Pastor all requests for assignment, transfer, bequest, or change of the right. Such changes shall become effective when approved by the Pastor and registered with the Parish. 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 Pastor. Approval may be refused without cause. The privilege of inurnment licenses to Eligible

Person(s) is personal to them and can be transferred only to other Eligible Persons. Should a transfer be refused eighty percent (80%) of the initial license fee paid, less the Cathedraicum tax paid by the Parish to the Diocese, will be refunded.

There shall be no flowers, flags or other decorations allowed at the individual niche. However, there will be space at the base of the Columbarium wall for flowers. The Parish reserves the right to remove, add, or move, flowers, trees and shrubs in the Columbarium. Artificial arrangements are not permitted at any time.

Remains may be removed from a niche only upon the written request of the surviving next-of-kin, the executor of the deceased's estate or the deceased's authorized agent. 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 Administrator and a recommendation made to the Pastor for final decision. Upon approval of that request, 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 power to exercise that right. That 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 Columbarium Committee and a recommendation made to the Pastor for final decision.

It is the responsibility of the licensee to notify the Parish of any change of address.

All funds received with respect to the Columbarium shall be distributed and accounted for in accordance with the policies and procedures of the Bishop of Richmond and *Code of Canon law of the Roman Catholic Parish*.

Application and Payment Process

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

- a) All paperwork regarding the purchase of a license will be done through the Administrator or the pastoral care assistants. A copy of these Policies is provided at the time of application. The Application shall be in the form of the document attached hereto as Exhibit A. The full license purchase price or a down payment with an Agreement to Purchase Over Time shall be due upon submission of the application.
- b) The completed application shall be reviewed by the pastoral care assistant to ensure compliance with these Policies and Procedures. Any questions that may arise regarding eligibility will be directed to the Pastor through the Administrator. The decision of the Pastor regarding eligibility will be communicated to the requestor 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 attached hereto as Exhibit B. Should more than one niche be purchased, the Parish will attempt to assign the niches in relative proximity to each other. The licensee will have the option of selection of the niche which will be documented in Exhibit A.
- d) An applicant making an advance purchase of a niche may pay in full at the time of application, or request to pay over time. Time payments are limited to 12 months. Any balance of time payments must be paid in full at the time of inurnment. (See Exhibit D)

Arrangement for Inurnment

Arrangements for the inurnment of cremated remains must be made through the Pastor or parish deacons. Arrangements should be made sufficiently in advance of inurnment of ashes to permit the verification of records and completion of all required documents. No inurnment of cremated remains may take place without the permission of the Pastor. Inurnment of cremated remains shall be made only in the approved urn. The Pastor reserves the right to disapprove or restrict any ceremonial acts not in accordance with liturgical norms.

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

Purchasers are strongly urged to present cremains for inurnment as soon as practicable after cremation. When the need to use a reserved niche arises, arrangements should be made immediately through the Parish office. At that time, the required forms will be completed. Only cremated remains of one human may be placed in a single urn. The Columbarium will only use urns meeting the size parameters for the niches. At this time, the nameplate engraving form (Exhibit C) shall be completed. The size, type, and manner of the lettering on the nameplate 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. The Pastor shall have complete authority over all religious services for inurnments.

Liability

The Parish will endeavor to maintain the Columbarium and to adhere to the policies and procedures set out herein. However, neither the Bishop of the Diocese of Richmond, the Diocese of Richmond, St. Michael the Archangel Catholic Parish, 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 cremains that agree or may be placed in the Columbarium, including the future possibility of moving or relocating the Columbarium and/or any of the cremains;
- c) Any action or inaction related to obtaining necessary permits for inurnment of the cremains; delays in inurnment for any reason; failure of the Parish 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 cremains 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 Parish to operate and maintain the Columbarium in perpetuity. However, if for any reason whatsoever in the future the Diocese determines to discontinue such operation or maintenance, the Columbarium may be discontinued. If the Columbarium is discontinued, all rights and privileges held by any person shall terminate immediately, without any requirement for refunds. The Parish 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, to the last known address of the licensee(s) or successor(s). If such notification is unsuccessful, the remains will be relocated in accordance with Parish Doctrine.

Definitions

SMCC	St. Michael the Archangel Catholic Church, Glen Allen, VA
Columbarium	The Columbarium at St. Michael the Archangel Catholic Church
Pastor	The Pastor of St. Michael the Archangel Catholic Church, Glen Allen, VA
Policies	The policies developed for The Columbarium at St. Michael the Archangel Catholic Church
Licensing Agreement	The signed agreement between the purchaser of a niche and SMCC
Columbarium Administrator	The Deacon for Pastoral Care responsible for the administration of the Columbarium at SMCC
Eligible Persons	Any individual permitted to purchase a niche in the Columbarium as defined in the Policies for the Columbarium at St. Michael Catholic Church
Columbarium Manager	The volunteer administrator assigned the responsibility for managing the day to day operations of the Columbarium by the Administrator.
Pastoral Care Assistant	Volunteer parishioners who will work with eligible persons for the purchase of a Columbarium license and manage associated Columbarium paperwork