

COLUMBARIUM RULES, POLICIES AND GUIDELINES

THE STATE COLLEGE PRESBYTERIAN CHURCH STATE COLLEGE, PENNSYLVANIA

I. PURPOSE

The Columbarium of the State College Presbyterian Church (the "Columbarium" and the "Church") has been created to provide a space for placing ("inurnment" of) cremated remains ("cremains") of deceased Church members and other eligible persons. The Columbarium is owned by the church as an integral part of the pastoral ministry and mission of the Church. The Session administers, operates and maintains the Columbarium.

II. ADMINISTRATION

Under the authority of Session, the Finance and Property Ministries, along with financial, building, and office staff, generally administer, operate and maintain the Columbarium consistent with these policies and guidelines approved by the Session, and maintain all records and documentation relating to the Columbarium, the sale of niches and all inurnments in the Columbarium.

III. ELIGIBILITY FOR INURNMENT

Inurnment in the Columbarium shall be limited to the cremains of any member or past member of State College Presbyterian Church, and members of his or her immediate family. Members of his or her immediate family shall include: spouse of the member or past member; parents, step-parents, grandparents or step-grandparents of the member or past member; children or step-children of the member or past member; the spouses of children or step-children of any member or past member; and grandchildren or step-grandchildren of any member or past member. Any minister or former minister and his or her spouse and members of his or her immediate family (as defined above) are also eligible. Requests for the inurnment of others may be honored if recommended by the pastor and approved by the Session.

IV. CONTRIBUTION

The current one-time contribution to the church for the right of inurnment in the Columbarium is \$2,000 per niche. This fee includes up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. It does not include the cost of cremation, transportation and other off-premises costs. The fee may be changed in the future by the Session. Current holders of Inurnment Rights will neither be reimbursed nor assessed additional costs if the fee changes.

V. PURCHASE OF INURNMENT RIGHTS

Each niche in the Columbarium shall have a capacity of two urns. To purchase inurnment rights in a niche, an eligible person should obtain a Columbarium packet from the Church office; this packet contains a copy of the Columbarium Brochure, the Columbarium Policies and Guidelines and all applicable forms.

The applicant should complete all appropriate forms and submit them, with payment of the contribution in full, to the church office. A staff member will contact the applicant to insure that all information is correct and then submit the application to the Session for final approval. When the application is approved, the applicant (now "Owner") will be issued a Certificate of Right of Inurnment ("Certificate").

VI. SELECTION OF NICHES

When an application has been approved, the applicant will have the right to select any niche(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 will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche. Any conflicts in niche selection will be resolved by the Session.

VII. WAIVER OF FEES

Whenever he or she deems it appropriate, any called minister of the Church, with the concurrence of Session, shall have the right to waive any part of or all the payment for a niche for anyone otherwise eligible, and who has recently died or for whom death is imminent. This shall be done discreetly, and the niche can be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivor(s).

VIII. MANNER OF OWNERS' DELIVERING OF ORDERS

The Church shall be held responsible only for written orders given in person or by certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to either the inscription upon or the location of the niche where inurnment is desired.

IX. INURNMENT PROCEDURES

A. *Services.* Only an ordained minister serving State College Presbyterian Church, or an ordained minister invited by the Pastor of the Church, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the Pastor or minister and the family of the deceased to be inurned.

B. *Urns.* The urn to be used for inurning cremains in the Columbarium shall be the urn provided by the church and included in the fee charged for the niche, or an urn supplied by the owner of inurnment rights, said urn not to exceed the dimensions of the urn provided by the church. The name of the deceased shall be affixed to the urn (normally by the crematorium or funeral director) before the urn is returned to the church with the cremains.

C. *Inscription on Niches.*

1. Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Session. The purchase price of the inurnment rights shall include the cost of such inscription.

2. Conformity of Text: The inscription shall normally consist of the following:

FIRST, MIDDLE (name or initial)
AND LAST NAME(S) OF THE DECEASED;
DATE OF BIRTH
DATE OF DEATH

3. Correctness of Inscription: An inscription order form will be provided in the Columbarium Packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the church office staff. The Church shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates as filled in on the signed inscription order form.

X. FLOWERS, ORNAMENTS AND DECORATIONS

A. *Floral Regulations.* Fresh cut flowers or live plants may be placed in the designated Columbarium area with permission from the church office.

B. *Prohibited Ornaments.* The placing of any item such as toys, signs, wreaths, ornaments, or any other article not provided by the Committee, shall not be permitted in or near the Columbarium area. Any of these items may be removed and disposed of without notice or liability to the owner.

XI. OWNER'S OBLIGATION OF NOTIFICATION

The owners of inurnment rights, and/or their estate, have an obligation to keep the Church notified concerning his or her current address, ownership changes and related information.

XII. FUNDS FOR THE FUTURE

A. The initial costs for construction of the Columbarium and memorial garden were a gift to the church. It is the desire of the donors that funds contributed by individuals for right of inurnment in niches be divided between two trust funds of the church.

B. 50% of funds contributed by individuals for right of inurnment in niches shall be held by the Church, under direction of the Session, as a Columbarium Trust Fund for the perpetual care and the expansion of the Columbarium, including the following:

1. Routine maintenance.
2. Floral arrangements and seasonal plantings.
3. Purchase of urns, Inscription and installation of engraved plaques on niches following inurnment.
4. Insurance as required.
5. Future additions, modifications and/or repairs to the Columbarium.
6. Other uses at the discretion of the Session.

C 50% of funds contributed by individuals, for right of inurnment in niches, shall be deposited into a Mission Trust Fund, as specified by the donors of the Columbarium, to be used for the mission of the church of Jesus Christ in the local community, the nation, and the world. A separate document gives details of the Mission Trust.

XIII. TRANSFER OR ASSIGNMENT

A. *Transfer by Owner.* The Session retains the right of first refusal to purchase the unused inurnment rights from any owner of such rights 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 would have to meet the criteria in Article III of this document, Eligibility for Inurnment, and would be subject to approval by the Session.

B. *Voluntary Surrender.* The right to inurn in the Columbarium may be voluntarily surrendered with no refund of money, except as determined by the Columbarium committee with the approval of Session.

C. *Removal.* Cremains remain the property of the family or estate of the deceased. If cremains from one or both persons listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the Church, with no compensation due to the Owner's estate.

D. *Niche Use.* No cremains may be inurned in any niche except those for persons listed on the Certificate of Right of Inurnment for that niche.

E. *Automatic Termination.* The right to inurn, unless earlier terminated, shall automatically expire seventy-five (75) years after its issuance if inurnment has not been made, or if proof has been received that the designees have been interred elsewhere, and such right shall thereafter be of no force or effect. However, upon application duly made to the Session, or for good cause shown, such right may be continued in effect. Just prior to the automatic expiration as indicated hereinabove, the committee shall attempt to provide notice by all reasonable methods to persons having the right of inurnment.

XIV. TITLE AND RETAINED RIGHTS

The holder of a Certificate acquires no property rights in the Columbarium, any of its niches or any of the Church's property. Legal title to the Columbarium and all niches remain with the Church at all times. The Certificate attests only to the right to inurn the cremains of the person(s) named on the Certificate in the specific niche also stated in the Certificate. Assignment of cremains to a specific niche shall constitute only a license to use such niche pursuant to these Rules, Policies and Regulations, as amended from time to time. In the event of a discrepancy between the Certificate and the administrative records maintained by the church, the latter shall take preference.

XV. REMOVAL OF CREMAINS BY THE CHURCH

A. Cremains may not be removed from the Columbarium without the written consent of (a) the Church and (b) the Owner (or his or her legal representative or successors) of the Right of Inurnment. The rules stated in this section, *Transfer or Assignment*, shall apply.

B. The church reserves the right to repair, enlarge, remodel, or relocate the Columbarium. In such circumstances the Owner agrees to permit the temporary removal of any cremains until those actions are completed. In the event that any niche is affected by such action, the church shall substitute and the Columbarium committee shall designate another niche of substantially like size and character. Eligible persons shall retain the same rights as originally held.

XVI. SECURITY OF CREMAINS

State College Presbyterian Church shall exercise reasonable and responsible care in maintaining the Columbarium, and 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. However, the church shall have no liability for any loss of, or damage to the Columbarium, the niches, or the cremated remains, as a result of any act of man or nature, including, but not limited to, fire, lightning, wind storms, explosions, smoke, vandalism, malicious mischief, war, civil commotion, collapse of building, or accidental discharge, leakage, or overflow of water or stream. No personal liability, whatsoever, shall be incurred by any person acting on behalf of the church in connection with the Columbarium.

XVII. PERSONAL CONDUCT IN THE COLUMBARIUM AREA

The Columbarium is part of the Church and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed in a Presbyterian Church. The Pastor and the Committee are empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

XVIII. PROTECTION AGAINST LOSS

The Church may carry such insurance for its own benefit upon the Columbarium and contents as the Session sees fit; however, there is no obligation upon the Church or the Committee to provide any insurance for the benefit of the inurnment right holders.

XIX. AMENDMENT OR WAIVER OF OPERATING RULES

The Session of the Church may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of these *Rules, Policies and Guidelines*. Waiver of any rule or requirement shall not be construed, unless specifically so stated by the Session, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

Approved by Session: 10/8/2006

Rev. 1/1/2014



The State College Presbyterian Church
132 West Beaver Avenue
(corner of Beaver Avenue and Fraser Street)
State College, PA 16801
814-238-2422
Fax: 814-238-3524
website: www.scpresby.org
email: officescpc@gmail.com