

**CATHOLIC CHURCH OF ST. ANN  
4905 ROSWELL ROAD  
MARIETTA, GEORGIA 30062**

**RULES, POLICIES AND REGULATIONS  
GOVERNING THE ST. ANN COLUMBARIUM**

The following rules and regulations are based upon those adopted by the Archdiocese of Atlanta Georgia. They are intended to insure that proper care can be taken in all inurnments in the Columbarium located on the grounds of the Church. Throughout this document, whenever the Church is mentioned, it refers to the Archdiocese of Atlanta Georgia and the Catholic Church of St. Ann.

**1. PURPOSE**

**On behalf of the Catholic Community of St. Ann, we thank you for trusting us to serve you by providing sacred space for the inurning of the remains of your loved ones. The following rules and procedures are meant to assure you that we will do everything possible to serve you well.**

These rules and regulations were adopted for the common protection of the owners of all niches and the preservation of the natural beauty of the grounds.

**2. PERSONAL CONDUCT IN THE COLUMBARIUM**

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 sacred area of the Church. Any member of the Church staff is empowered to enforce these rules and regulations and to exclude from the Columbarium area any person(s) violating these rules

and regulations.

All niche owners or visitors are subject to the rules and regulations herein contained and may have access to the Columbarium whenever the Church is open to the public. The Church maintains the right to adjust the time periods designated as normal operating hours. No keys or other instruments of access will be issued to niche owners.

### **3. GOVERNANCE**

The administration, operation & maintenance of the Columbarium is the ultimate responsibility of St. Ann's parish which may delegate its authority, as appropriate, to the Columbarium committee. If so, the committee shall be responsible for making ongoing decisions regarding the Columbarium.

Committee membership and appointment - The committee shall consist of five persons, all five of whom shall be members of the Church. Committee members shall serve for at least one year and no more than three years.

Committee function and duties - The committee shall have authority to:

- A. Elect its own chairman, vice chairman and secretary.
- B. Set meetings according to need.
- C. Suggest procedural changes subject to affirmative vote of 3/5 of the members of the committee.
- D. Provide a written report to the Church annually, including providing a summary and evaluation of Columbarium activity.

### **4. ELIGIBILITY FOR INURNMENT**

Inurnment in the Columbarium shall be limited to the cremated human remains of any member or former member of the Church, and members of his or her immediate family. Members of his or her immediate family shall include spouse of the member or former member; parents, step-parents, grandparents or step-grandparents of the member or former member; children or step- children of the member or former member; and

grandchildren or step-grandchildren of any member or former member. Any priest or former priests and deacons of the Church are also eligible.

## **5. FEES**

Prices (fees) can be found on the application and in the parish offices.

The fee includes 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, and the cost of transportation or other off-premises costs. Upon payment in full for any niche, a certificate of right of inurnment shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human remains only - the ownership in fee of the land and structure remains with the Church.

The Church reserves the right to limit size, type, style and material of all urns. Dimension of all niche spaces are 12” wide x 12” high x 12” deep. All remains must be in an approved urn, or suitable non-perishable container, to be placed in the niche. While all niches in the main Columbarium will be suitable for two urns, this same niche may be used for a single urn as well.

A Memorial Wall will be offered for those who wish to have someone’s name placed in remembrance of them. The same uniformity of inscription will be required for the Memorial Wall as noted in 5B below.

### **INSCRIPTION ON NICHE FACINGS :**

A. Uniformity of inscription: the inscription shall be in a uniform size and style as determined by the committee. The purchase price of the niche in the Columbarium shall include the cost of such inscription on the plaque facing.

B. Conformity of text: the maximum inscription shall consist of the following:

Name of the deceased ( no titles )

Date of birth - (month xx, year xxxx)

Date of death - ( month xx, year xxxx )

Only the name of the deceased will be inscribed on each plaque/facing. All inscriptions on niches will be on a granite plaque/facing supplied by the firm selected by the committee.

- C. Correctness of inscription : an inscription order form will be provided by the committee to be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangement for the inscription, in accordance with the name and dates so furnished, will be made by the committee.

The Church and the committee 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 filled in on the signed inscription order.

## **6. PURCHASE OF NICHES**

To purchase a niche, an eligible person should obtain an application form from the parish office for a certificate of right of inurnment. The applicant should complete the application, and submit it with payment in full to the Columbarium committee. A designee of the committee will contact the applicant to insure that all information is correct and then submit the application to the committee for final approval. When the application is approved the applicant ( now “certificate holder” ) will be issued a certificate.

## **7. SELECTION OF NICHES**

When an applicant has been approved, the certificate holder will have the right to select any niche(s) which may be available at the 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. One urn/person. The names of both parties will be inscribed as documented earlier on the front of the niche. If an urn is purchased as a single, then only one name will be inscribed.

## **8. TITLE AND RETAINED RIGHTS**

The certificate holder acquires no property rights in the Columbarium, any and all niches or any of the Church's property. Legal title to the Columbarium and all niches remains 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 listed 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 committee, the latter shall take preference.

Upon payment in full for any niche, a certificate of right of inurnment shall be duly executed and delivered to the purchaser. This grants inurnment rights for the placement of human cremated remains only. The ownership in fee of the land and structure remains with the Church.

The purchaser may designate the cremated remains of the body to such person as the purchaser desires to have inurned in the niche referred to, but the Church shall have sole discretion as to the persons whose cremated remains of the human body may be inurned in the Columbarium and the permission of the Church must, in each instance, be obtained in writing prior to the placing of any cremated remains of the body in any niche within the Columbarium. Upon the death of the purchaser, such privilege of designation shall pass as the purchaser shall by will direct, or in the absence of testamentary direction, to the heirs at law of the purchaser, but the right of inurnment shall continue to be subject at all times to the approval of the Church. The right of inurnment hereby given to the purchaser shall not be assigned or transferred without the written consent of the Church, nor shall the Church be obligated to recognize any right to inurnment hereunder in any heirs, distributees, or devisees of the purchaser.

If the purchaser desires to assign or transfer any right of the inurnment hereby given, the purchaser shall submit the name or names of the assignee or transferee to the Church which reserves the right to withhold consent to such assignment or transfer for any reason which in its sole discretion shall deem proper.

## **9. INURNMENT PROCEDURES**

A. Services: only an installed pastor serving the Church, or an ordained priest or deacon invited by the pastor, shall be authorized to officiate at an inurnment service in the Columbarium. The committal service shall be at the convenience of the pastor/priest of the Church and the family of the deceased to be inurned. A family representative is responsible for making inurnment arrangement with the Church.

B. Urns: each niche in the Columbarium shall have the capacity to hold two urns or suitable non-perishable enduring containers. The name of the deceased shall be permanently affixed to the urn. The cremains must be available for placement into the urn at least forty-eight (48) hours prior to the inurnment service.

Note: space will be provided for suitable Floral tributes only at the time of any memorial inurnment service. However, funeral decorations will be removed seven days after the inurnment or whenever they become unsightly at the discretion of the Church.

Otherwise, flowers or plants may not be placed in the Columbarium area. Also, the placing of any items, such as toys, signs, wreaths, ornaments or any other article not provided for or approved by the committee shall not be permitted in or near the Columbarium area. Any of these items will be removed by the Church and disposed of without notice or liability to the certificate holder.

## **10. SECURITY OF CREMAINS**

The Church will use reasonable care to protect all urns deposited in the Columbarium. The Church disclaims all responsibility and shall be relieved from any liability for loss or damage from causes beyond its reasonable control, including, without limitation, damage caused by the elements, acts of nature, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, invasion, or order of any military or civil authority, whether damage be direct or collateral.

## **11. REMOVAL OF REMAINS**

If after inurnment, a family member or otherwise authorized family individual desires to remove cremated remains entirely from the Columbarium, that request must be in writing, setting forth the reasons and circumstances for the request, including the authority of the person making the request. If the committee is satisfied that the request is appropriate and has received an indemnity agreement from the requesting party, the committee may approve the request. If such request is granted, the entire amount of the fee and the certificate shall be forfeited and all rights of inurnment shall cease. Therefore the niche shall become and be available for designation by the Church for the use of other members or persons eligible under the terms of these rules, policies, and regulations.

In the event that the Columbarium requires repair in order to maintain its integrity, the niche certificate holder agrees to permit the temporary removal of any cremains until those repairs are completed.

## **12. TRANSFER OR ASSIGNMENTS**

Right to purchase: The committee retains the right 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 lower, prior to the transfer or assignment of said rights to any other owner. Any owner would have to meet the criteria set forth in this document and be subject to approval by the committee. Niche owners cannot resell their inurnment rights on the open market.

## **13. PERPETUAL CARE FUND**

An established percentage of funds from the sale of niches shall be maintained by the Church, under direction of the committee, as a perpetual care fund for the upkeep of the Columbarium, including the following:

- A. Routine maintenance
- B. Seasonal plantings
- C. Other uses determined by the committee

## **14. TERMINATION OF THE COLUMBARIUM**

The right of inurnment will continue as long as the present Church edifice stands and is owned and utilized as the primary place of worship by the Church. If the present edifice is to be sold or demolished and a replacement Columbarium is to be constructed at a new site, any niche owner will be entitled to an inurnment space equivalent to the space occupied at that time and the expense of the move will be borne by the Church. If St. Ann Church is dissolved as an entity and a replacement Columbarium is not constructed at a new site, the Archdiocese will find a suitable burial site for relocation of the cremains. In that event, the Church will notify niche owners ( or his or her legal representative successor) of the plans to move the cremains to an alternate burial site. Should the owner or legal representative successor not approve of the new site, they will be given 90 days to claim the cremains. If no one of such person removes the cremains within this time period, or if no one of such persons can be contacted within this time period, the Church has the right to relocate the cremains to the alternate site. No refund for the inurnment rights will be made.

## **15. PROTECTION AGAINST LOSS**

The Church may carry such insurance for its own benefit on the Columbarium and 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 inurnment rights holders.

### **Modification and amendments**

Exceptions and modifications: Special situations may arise in which the enforcement of a rule may impose unnecessary hardship. Therefore, upon recommendations of the pastor, the committee may make exceptions, suspensions or temporary modifications in any of these rules and regulations when the same appear advisable. Such temporary exception, suspension or modification shall in no way be construed as waiver of the general application of such rule.

Amendments: the committee may at any time adopt new rules and regulations, or amend, alter or repeal any rule, regulation or article, section,

paragraph or sentence in these rules and regulations, provided, however, that any such change, addition or repeal shall not become effective until ratified by the committee.

Severability: if any provision hereof be held by constituted authorities to be invalid in whole or in part, these rules and regulations shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

The above rules may, from time to time, be amended by the Church and all such Amendments shall be available in the Church office. All rules & regulations of St. Ann Church Columbarium are subject to the applicable laws of the State of Georgia.

ADOPTED : \_\_\_\_\_

PASTOR: \_\_\_\_\_

DATE: \_\_\_\_\_