

THE FALLS CHURCH ANGLICAN COLUMBARIUM AND MEMORIAL GARDEN POLICIES

“For as in Adam all die, even so in Christ shall all be made alive.” I Corinthians 15:22

The Columbarium and Memorial Garden continues a venerable Christian tradition by providing a peaceful and consecrated place on Church property to keep the cremated remains of loved ones. When an interment of cremated remains takes place in consecrated church ground, it is carried out in the Christian context. The intention is that the last resting place of the person concerned shall be in this holy ground. Committal into the ground of cremated remains is **“in sure and certain hope of the resurrection to eternal life through our Lord Jesus Christ, who died, was buried, and rose again for us.”**

The Falls Church Anglican (the “Church”) hereby adopts these Columbarium and Memorial Garden Policies (the “Policies”) to govern the Columbarium and Memorial Garden (the “Memorial Garden”):

1. COMMITTEE. The Memorial Garden shall be managed and maintained by the Memorial Garden Committee (the “Committee”) appointed by the Vestry. The Committee shall be comprised of no less than three (3) persons, or more than five (5) persons. Committee members shall serve for terms of three years and be eligible for reappointment. The Committee Chair will be appointed by the Senior Warden.
2. ELIGIBLE PERSONS/DECEDENTS. Eligibility for interment of cremated remains (“ashes”) in the Memorial Garden and the Columbarium is reserved for human remains and is intended for use primarily by parishioners of the Church and members of their family or household. “Eligible Persons” shall be defined as (a) a member of the Church (when they purchase a Contract of Purchase and Perpetual Care (“Purchase Contract”) or on the date of death) as well as their parents, spouse, children, or stepchildren; (b) ordained ministers who served the Church and their parents, spouse, children, or stepchildren; (c) a person recommended to and approved by the Committee and Vestry who is meaningfully connected to the Church or demonstrates other compelling special circumstances.

3. BURIAL SITE OPTIONS. The Memorial Garden may be used by (a) placing an urn containing ashes in a Niche of the Columbarium; (b) burying ashes in the ground within the Memorial Garden or (c) placing the person's name, date of birth and date of death on the memorial plaque located proximate to the Memorial Garden. Inscriptions on all name plates on the memorial plaque and all face plates on the Columbarium Niches shall be inscribed to memorialize the deceased with their name, date of birth, and date of death. Inscriptions shall conform to uniform size, type and composition, and all plates will be uniform in size and material, as designed and installed by the Church. Purchase of these options does not constitute or construe any conveyance or any interest in the real property of the Church.
4. CREMATION COSTS. The costs of cremation are not covered by any fee or fees paid to the Church. Only the ashes of humans are allowed to be interred in the Memorial Garden.
5. SERVICE OF INTERMENT. Arrangements for a service of interment or memorialization can be scheduled through the church office. Only the clergy serving the Church, or an ordained minister invited by the Rector shall be authorized to perform and conduct such services.
6. RECORDS. A plot plan showing all niches in the Columbarium and in-ground burials shall be maintained by the Committee and kept in the Church office. These records should include a copy of the Purchase Contract, niche location number, names of those persons whose ashes are interred, dates of birth and death, date of the service held in the Memorial Garden, and next of kin.
7. FEES. The prices for interment in the Memorial Garden are as follows:
 - Columbarium Niche: \$4,000
 - In-Ground Burial: \$2,000
 - Name Plate only on the Memorial Plaque: \$500

Fees are payable to The Falls Church Anglican. If someone cannot afford the fee, the person can seek financial assistance from the Church's Benevolence Fund. If those funds are not available, the person can ask the Church's Executive Committee if it will, at its discretion, reduce or waive the fee.

8. CONTRIBUTIONS. Contributions or donations made to the Church in support of the Memorial Garden are appreciated and encouraged.
9. URNS. The urn containing the ashes of an Eligible Person is provided by the Church, as part of the purchase of a Niche in the Columbarium. The placing of the ashes in the urn is to be determined by the legal representatives or

family of the deceased, prior to the service in the Memorial Garden. It may be the desire of the legal representatives or family to have a designated person of the family or the crematorium that performed the cremation be responsible for placing the ashes in the urn.

10. MULTIPLE INTERMENTS IN A NICHE. The ashes of two eligible persons may be placed in the same niche.
11. MAINTENANCE AND PERPETUAL CARE. Maintenance of the Columbarium and the Memorial Garden is done by the Church. All fees, gifts, donations or contributions collected by the Church for the Memorial Garden will be used to cover the construction, installation, landscaping, upkeep, repair and maintenance of the Memorial Garden.
12. RIGHT OF REMOVAL. As a condition of using the Columbarium in the Memorial Garden, each person hereby irrevocably grants to the Church the right to remove the cremated remains of the eligible person interred therein and to cause the re-interment of such remains in any other appropriate location, upon the occasion of the relocation of the Memorial Garden for any reason. Any such removal or transfer shall be at the sole discretion of the Vestry and shall comply with applicable laws.
13. REMOVAL OF INTERRED REMAINS BY ENTITIES OTHER THAN THE CHURCH. In deciding to have a Church interment, the family is choosing to commit the remains of a loved one to the permanent care of the Church. The consecrated Church ground is therefore intended to be the last permanent resting place of the earthly remains of the deceased person, placed there in the hope of resurrection to eternal life.

The ashes of any Eligible Person interred in the Columbarium may be removed by such person(s) authorized by law to do so and upon compliance by such person(s) with all requirements of state, municipal, or other pertinent laws. A site may be opened and the contents removed only for good cause as determined by the Church and its governing body, the Vestry. Any expense incurred will be borne by the person(s) or entity requesting such action. All such openings and removals shall be documented in the records of the Church, and, before such removal is made, the Church shall be given a written release from any and all further responsibility where such removal is not at the request of the Church. If, after the removal of the ashes of the Eligible Person from their assigned site, there are no other cremated remains still present in the site, all rights to use the site shall revert to the Church. No fees or contributions of any type shall be refunded by the Church to any person, estate or family member upon the removal of any interred remains.

14. **CONTRACT OF PURCHASE AND PERPETUAL CARE.** A Contract of Purchase and Perpetual Care (the “Purchase Contract”) shall be executed before the interment of the ashes of an Eligible Person. By executing this document, the representative shall warrant to the Church that the representative has been duly authorized to do so and that all persons who have a legal right to decide where to inter the Eligible Person are in agreement that they may be placed in the Memorial Garden. In the event of litigation that seeks to remove the remains from the Memorial Garden, the Eligible Person’s estate or family shall have the sole responsibility of defending such litigation.
15. **MEMORIAL GARDEN FUND.** All receipts from fees, gifts, donations or contributions will be kept in a separate account, to be used solely for the Columbarium and Memorial Garden. The Church intends and desires to provide the services and benefit of the Memorial Garden to Church members, while making this endeavor self-sufficient, and not infringing on the Church’s other ministries and programs. If the Church used funds not from the Columbarium/Memorials Designated Account to pay for the construction of the Columbarium and Memorial Garden, those accounts will be reimbursed from the Memorial Garden Fund.
16. **COLUMBARIUM AND MEMORIAL GARDEN RIGHTS.** No ownership in the Columbarium, the Niches, the Memorial Garden, or any other interest in real estate is being purchased, conveyed, or implied. Legal title to all the foregoing shall remain at all times with the Church. The Contract of Purchase and Perpetual Care conveys only the right to use the niche in the Columbarium or the in-ground site in the Memorial Garden for the interment of the ashes of an Eligible Person. The Memorial Garden is not a cemetery and no cemetery rights or other special privileges or rights are conferred by the Church for the Columbarium and Memorial Garden except as set forth in these Policies, and as amended from time to time by the Vestry of the Church.
17. **REPURCHASE OF RIGHTS.** The purchaser of a Contract of Purchase and Perpetual Care may offer to transfer such right back to the Church at any time prior to interment. The Church may accept this request and refund the Purchase Price. The Contract may not be sold, transferred or conveyed, in whole or in part, except to the Church.
18. **ABANDONMENT.** A Niche or in-ground site shall be deemed abandoned only after all of the following conditions have been satisfied: a) A Niche or in-ground site has not been used within 30 years of the execution of the Contract of Purchase and Perpetual Care, and b) Buyer is no longer a member of the Church, and c) Buyer does not respond to certified mail sent

to their last known address, and d) No response or objection is received within 90 days from the date of the certified letter. If the above are all verified, ownership of the Niche shall revert to the Church and can be made available for purchase/use by another Eligible Person.

19.AMENDMENTS. Amendments or additions to these Policies shall be made by the Vestry on its own motion or upon recommendation from the Committee.

Motion: Esther Powell

Second: Dan Tello

Passed