

Session. Terms of membership shall be three years, with at least a year elapsing before reelection is allowable, and there shall be a rotation system, to be devised by the Session at the creation of the Committee. The Committee, which will choose its own chairperson and secretary, shall be under the direction of and report annually to the Session. The church office will receive inquiries and give out applications for the Columbarium. The Committee will be responsible for maintaining appropriate records – including records of finances, purchases, placements/removals, nameplate/plaque installations – as well as supervising the upkeep of the Columbarium area.

**17. Removals.** A container of ashes may be removed only for good cause as determined by a majority vote of the Committee, upon formal request by a party with legal authority to make such request. Any expense shall be borne by those requesting such action. All such openings and removals shall be fully documented, with the church being released from any and all further responsibility.

**18. Authority.** All holders of Certificates of Reservation shall be subject to these *Details of Operation*.

**19. Amendments** to these *Details of Operation* may be made only upon recommendation by a majority of the Committee and subsequent approval by the Session of the church. Any amendments will not be retroactive in effect.

**20. Other Aspects of Operation.** Any and all matters arising in connection with the operation and maintenance of the Columbarium not covered in these *Details of Operation* or the *Certificate of Reservation* shall be determined solely by the Session upon the recommendation of a majority vote of the Committee.

May 2004

Amended December 2005



### **Details of Operation**

**1. Eligibility.** Davidson College Presbyterian Church ("DCPC") has developed its Columbarium for members of this church community. Because of space limitations, use of the Columbarium is restricted to persons who are defined by the following four descriptions:

*I. A DCPC member, or his or her spouse, or his or her child/step-child, if still a dependent.*

*II. A present or former DCPC pastor, or his or her spouse, or his or her child/step-child, if still a dependent.*

*III. A former DCPC member who, while a member, had purchased an appropriate niche reservation, or his or her spouse, or his or her child/step-child, if still a dependent.*

*IV. A clergyperson who attends DCPC but, by denominational rules, is not a member of this congregation, or his or her spouse, or his or her child/step-child, if still a dependent.*

Eligibility shall be determined on the basis of DCPC records, with any unclear situations referred to the DCPC Session, as the only and final arbiter.

**2. Formal agreements.** To reserve space in the Columbarium for oneself and/or other eligible family member(s), one fills out and signs an Application to Reserve Space in the Columbarium (available from the church office) for oneself and/or other family members or person(s) one represents. It includes a statement that the person signing has read and understood the *Details of Operation*. Upon receiving approval from the church that the named person(s) is/are eligible, and upon subsequent payment to the church of the appropriate fee(s), a

*Certificate of Reservation* will be furnished by the church, which will constitute the formal reservation of space for the named person(s).

**3. Certificates of Reservation.** As evidence of eligibility and pre-payment of necessary fees, a prospective user shall be furnished a *Certificate of Reservation*, clarifying whether the named person(s) has/have the right to a space/spaces for placement of ashes, or the right to the scattering of ashes in a garden section of the Columbarium area. Accompanying each certificate will be a copy of *Details of Operation*.

**4. Niches and Nameplates.** Niches are of uniform size, to be used for the ashes of one person or two persons. Space on the stone faceplate for each niche is large enough for two full names and birth/death years (e. g., Jane Doe Smith, 1920-2003).

**5. Niche Locations.** Placements of ashes will be made according to a pattern for using niches that is determined from time to time by the Columbarium Committee. That is, no pre-arranged location or pattern for use is a part of a purchase. However, if an application has requested that two eligible individuals have their ashes placed in the same niche, that will be done.

**6. Scattering of Ashes** will take place in designated garden areas in the Columbarium. A small plaque will be placed on a nearby wall, with the plaques of others whose ashes have also been scattered.

**7. Information about Those Memorialized.** A biographical record of each person whose ashes are placed or scattered in the Columbarium, called *Memorial Records*, will be maintained in book and/or computer format. Families may use the allotted space to supplement the basic information in the Columbarium; e.g., places and dates of birth/death, names of spouses, parents, children, and other data often found in obituaries. The *Memorial Records* will be kept in the church, and will be made available to interested persons during regular hours. Families should make and keep a copy of all information provided.

**8. Other Plaques.** Space limitations do not allow for plaques memorializing persons whose ashes are not sprinkled or placed in the Columbarium area. Information about such family members can be made a part of the data for the appropriate relative in the *Memorial Records*, mentioned above (7).

**9. Lapsed Contracts.** A contract for reserving a niche in the Columbarium does not secure for a purchaser or a purchaser's heirs traditional "ownership." If a condition of eligibility is no longer met (see item 1 above), or if a person who is named in the original contract dies and the reserved right to a space is not used for that person's ashes, and if there are no other qualifying persons in that family, the reservation lapses, and the contract is to be returned for repurchase by the church. Such repurchase will be at 90 per cent of the initial cost.

**10. Transfers of Contracts.** No *Certificate of Reservation* shall be transferred by a purchaser, by will, state laws regarding inheritance, or otherwise, except within the stated categories of "eligible" relationships to this church, and upon approval of the church's Columbarium Committee. Such approval shall be documented by the church, and noted on the face of the *Certificate of Reservation* in question. In the event of any deliberate attempt to make an unauthorized transfer, the *Certificate of Reservation* shall become null and void, and the reservation for space shall revert to the church. The purchase price shall be forfeited as liquidated damages.

**11. Arranging for Use.** When the need to use a reserved Columbarium space arises, arrangements should be made immediately through the church office or one of the pastors, as to time for opening and closing of a space. The necessary fee must have been paid prior to use.

**12. Permission.** Two conditions are to be met before placement or scattering of ashes may occur: (a) the holder of the *Certificate of Reservation* is himself/herself the deceased or, if not, approves the placement, and (b) the church is contacted and takes part in ways described in item 14 below.

**13. Container.** In order to ensure fit and permanence within each niche, as well as dignified simplicity, the church provides, as part of the stated costs, a special container for ashes, for each placement. It will bear the name of both the person and the church.

**14. Memorial Services** can be arranged to be held in the church's sanctuary or chapel, both of which adjoin the Columbarium area. Information about memorial services at Davidson College Presbyterian Church should be requested from the church office. No ashes may be placed in the Columbarium without a committal service, or without the presence and participation of a minister on the staff of DCPC or approved by the DCPC Session. The placement shall be at the joint convenience of the minister, the church, and the family. No flowers other than the landscaping of the Columbarium shall be allowed, except at the time of a committal.

**15. Other Costs.** Any costs of cremation, transportation, and any attendant costs and expenses shall be the responsibility of and shall be paid by the person or persons at whose direction ashes are deposited in the Columbarium. Opening and closing of the niche, engraving and a container for ashes are covered by the fee already paid to the church.

**16. Management.** The Columbarium shall be managed by a Columbarium Committee, referred to in this document as the Committee. It shall be composed of one of the pastors, chairperson (or designee) of the Property Committee, one member of the Session, one Deacon, and three at large members chosen by the