

**POLICIES AND REGULATIONS
OF THE
POOLESVILLE MEMORIAL UNITED METHODIST CHURCH
COLUMBARIUM
POOLESVILLE, MARYLAND**

I. DEFINITIONS

The following terms shall have the meanings set forth herein:

A. CHURCH: Poolesville Memorial United Methodist Church, which is also sometime referred to herein as “PMUMC”, and is located at 17821 Elgin Road Poolesville, Maryland 20837.

B. PASTOR: the PMUMC Senior Pastor or any other pastor of PMUMC.

C. CHARGE CONFERENCE: a Charge Conference of PMUMC as defined in *The Book of Discipline of the United Methodist Church*.

D. COMMITTEE: the PMUMC Columbarium Committee.

E. NICHE: one of the individual spaces (each of which permits inurnment of the cremated remains of up to two persons). Each niche shall be of similar size and with a uniform face place upon which identifying inscriptions shall be engraved.

F. URN: a permanent, standardized container, available from the Church, used to hold the cremated remains.

G. INURNMENT: the placement of cremated remains in a niche.

H. COLUMBARIUM: the PMUMC Columbarium, a structure containing niches for the inurnment of cremated human remains.

I. GRANTEE: the person who acquires inurnment rights to a niche.

J. INURNMENT RIGHTS: the right of the Grantee to have placed in the Grantee’s assigned niche cremated remains of up to two persons (the Grantee and/or a member of Grantee’s immediate family).

K. TRUSTEES: the PMUMC Board of Trustees.

II. GENERAL SUPERVISION OF THE COLUMBARIUM

A. General Planning

The Columbarium is part of PMUMC property which operates under the direction of the Trustees. The Trustees have delegated their authority to the Committee for the day-to-day operation of the Columbarium upon completion of the structures and associated garden. The Committee may recommend changes in these Policies and Regulations governing the Columbarium, but any such changes must be approved by the Trustees and the Council.

B. Columbarium Committee

The Committee shall consist of four members of PMUMC who are nominated by the Church Nominating Committee and confirmed by Charge Conference. The Committee members shall serve three-year staggered terms. Additionally, the Senior Pastor, the Chair of Council, and the Chair of Trustees shall be ex-officio members of the Committee.

C. Superintendence of the Columbarium

The Columbarium is a part of PMUMC property and shall be under the direction of the Trustees and the Council. All questions regarding the day-to-day operations of the Columbarium shall be received by the Church Coordinator and referred to the Committee.

D. Access to the Columbarium /Memorial Garden

The use of the Columbarium facilities and admission to the Columbarium shall be subject to the Policies and Regulations of the Columbarium. Access to the Columbarium/Memorial Garden shall be available only during daylight hours. Security measures and restricted access to the area may be added as necessary.

III. INURNMENTS AND DISINURNMENTS

A. Subject to other Jurisdictional Requirements

In addition to the Policies and Regulations in effect at the time, inurnments, disinurnments and removals are subject to all applicable Federal, State and local laws and/or regulations.

B. Eligibility

Only human remains of any past or present baptized, professing or constituent member of PMUMC or anyone in the immediate family of such past or present member shall be eligible for inurnment. "Immediate family" shall mean a person's spouse, children (whether natural or adopted) and grandchildren (whether natural or adopted). Also eligible for inurnment shall be any past or present clergy member of the PMUMC and his or her immediate family. In the event a member of PMUMC desires to acquire a right for a niche to be used by someone other than a person in his or her immediate family, the member shall make application to the Committee, which shall consider the request and determine if the person for whom a niche is sought should be permitted inurnment in the Columbarium, taking into account all relevant family circumstances and other facts presented by the baptized, professing or constituent member.

C. Application for Right of Inurnment

All *Applications to Purchase a Right of Inurnment* shall be provided through PMUMC office or PMUMC website, and shall be submitted to the Committee for review and approval and be subject to these Policies and Regulations and any other applicable rules of the Committee or PMUMC. The Committee reserves the right to refuse any *Application to Purchase a Right of Inurnment* that does not comply with these Policies and Regulations. The decision of the Committee shall be final and binding on all parties.

D. Niche Assignment

The assignment of a niche is on a first come, first served basis. Applicants may request a specific niche based on the availability at the time the *Application to Purchase a Right of Inurnment* and full payment is received. The *Application to Purchase a Right of Inurnment* provides the opportunity to request a first and second choice of niche location. There is no guarantee that specific niche requests can be honored. If more than one Application is approved on the same date, the assignment of the niche shall be based on the date and time the completed Application and payment are received. Upon approval of the Application by the Committee, the Committee shall issue a *Certificate of the Right of Inurnment* to the Applicant which will include the specific location/number of the niche assigned.

E. Not Responsible for Identity

Neither PMUMC, nor the Committee shall have any responsibility nor liability for the identity of the cremated remains sought to be inurned.

F. Remains per Niche

The cremated remains of no more than two persons shall be inurned in each niche, and each person's remains shall be in a separate container, provided by the Committee.

G. Inurnment Rights

Before an inurnment is permitted, a niche grantee or legal representative must have executed an *Application to Purchase a Right of Inurnment* and paid all fees due PMUMC. Upon payment of the required fees in full, a *Certificate of Right of Inurnment* shall be issued to the purchaser, but such certificate shall not constitute evidence of legal ownership. In the event of a question regarding inurnment rights to a particular niche, the records kept by PMUMC shall be the official records of ownership.

H. Inurnment Procedures

Inurnment will be under the supervision of the current Pastor of the Church and the Committee. Sufficient and proper notices of intended inurnments shall be given to the Pastor. A Certificate of Cremation from the applicable crematoria attesting to the identification of the person is required at the time of inurnment. Each urn will have an identification tag to identify the contents. No urn other than the standardized urn available from the Church shall be permitted for inurnment within a niche. Inurnment will be performed by the Committee.

I. Religious Services

Religious services incident to an inurnment shall be conducted by the Senior Pastor or by other Pastors authorized by the Senior Pastor to conduct services. The Pastor in charge shall have complete responsibility for the religious services of committal.

J. Records to be maintained by PMUMC

1. A complete record of the person holding inurnment rights.
2. A record of the persons inurned.
3. The date on which all cremated remains were received by PMUMC.
4. The date on which the cremated remains were inurned and the location of the niche in which such remains were inurned.
5. The name, date of birth and date of death of each person inurned.

6. The name and address of the person or personal representative depositing cremated remains.
7. The name of the Pastor officiating at the inurnment.
8. A copy of the death certificate of the person inurned.
9. A copy of the Certificate of Cremation from the applicable crematoria
10. Such other information as may be deemed proper and/or necessary and required by the Senior Pastor, the Committee or the Church Coordinator.

IV. DISINURNMENTS AND REMOVALS

A. Removal of Cremated Remains

The remains of a cremated person may be removed only with the written consent of the Committee and the written consent of one of the following persons in the following order of priority:

1. The decedent's surviving spouse.
2. A majority of the decedent's surviving children (acting through a child's natural or legal guardian in the case of a minor child).
3. The decedent's surviving parents.
4. A majority of the decedent's surviving adult siblings.
5. The adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.
6. Personal representative of decedent's estate.

No disinurnment shall be permitted without the consent of the person who is identified in the list above as having the highest priority of all of the persons listed with respect to the decedent: e.g., if the decedent's surviving spouse is alive and competent, a disinurnment shall be permitted only with the consent of the surviving spouse, notwithstanding that other persons having a lower priority may desire to have the cremated remains disinurned. Any expense of disinurnment shall be paid by the person seeking the removal, and no part of the amount originally paid to PMUMC to acquire the inurnment rights shall be refunded.

B. Removal for Profit Prohibited

Removal by the heirs or successors in interest of the cremated remains so that the inurnment rights for a niche may be transferred for profit is prohibited.

C. Exchange of Niche Location

With the prior written consent of the Committee, cremated remains and the niche incising may be removed from their original location and placed in a different niche in the Columbarium upon the following conditions:

1. The person desiring to relocate the cremated remains has first obtained inurnment rights for the new space.
2. The same consents are obtained as above required in Paragraph IV.A for removal of cremated remains.
3. Any and all charges to exchange niche location are to be paid by the grantee of the inurnment rights. These charges may include the cost of replacement of the niche faceplate and any costs associated with any incising.

D. Opening of Niche

A niche may be opened after inurnment only with prior approval of the Committee. Such approval may be granted only after written application to open the niche is submitted to the Church Coordinator, who will forward to the Committee and then only for good cause, as determined by the Committee.

V. TRANSFER OR ASSIGNMENT

A. Consent of the Committee

A Grantee may transfer the niche to a new grantee when approved by the Committee, but only if the right of first refusal provided for in Paragraph V.B is not exercised. The new grantee must submit to the Church Coordinator a written *Request for Transfer of the Right of Inurnment* on a form provided by the Committee. The Committee will review the transfer form for compliance with applicable policies and regulations and confirm that the original Grantee wishes to transfer the niche to the new Grantee. If approved by the Committee, the Committee Representative will sign the transfer form to indicate the Committee's acceptance.

B. Right of First Refusal

PMUMC retains the right of first refusal to acquire the inurnment rights for a niche from the holder of such rights at the current standard price or the price paid by the original holder of such rights, whichever is the lesser of the two. No inurnment rights shall be transferred without first offering said rights to PMUMC, and any attempt to transfer said rights without first offering said rights to PMUMC shall be null and void and of no force and effect.

C. Right to Repurchase

PMUMC shall have the right to repurchase the inurnment rights for any niche not used within one year of the death of the first person whose remains are to be inurned in such niche, unless that niche is transferred to a new Grantee in accordance with Paragraph V. If PMUMC exercises this repurchase right, it shall take the necessary steps to notify the decedent's heirs, legal representatives or assigns (as applicable), and shall refund to the appropriate party an amount equal to the current standard price for inurnment rights or the price paid by the original Grantee of such rights, whichever is the lesser. In the event of such a repurchase, PMUMC shall thereupon reacquire full ownership rights in such niche.

D. Transfer Charges

All transfers of inurnment rights (including a repurchase under Paragraph V.C) shall be subject to a charge to be fixed by the Committee, which charge shall be paid to PMUMC when the transfer is recorded on the books of the Columbarium and the new inurnment rights are issued.

VI. FLOWERS, ORNAMENTS AND DECORATIONS

A. Décor

The placement of flowers or plants in the Columbarium area at any time is limited to those approved by the Committee. The Committee may approve the limited use of flower arrangements, or other approved items during inurnment services or as otherwise determined by the Committee. All such items must be removed at the end of the service. Individual plantings in the Memorial Garden are prohibited.

B. Prohibited Items

Placement of mementos, personal memorials, signs, wreaths or other ornamentation in or on the Columbarium and surrounding gardens is prohibited. By the acceptance of the terms of the agreement, all parties agree said material

may be removed by the Committee or the Church Coordinator without notice or liability to the Grantee thereof.

VII. INSCRIPTIONS

A. Uniformity of Engraving

The engraving upon each niche facing stone shall be of uniform size, style and format as determined by the Committee.

B. Conformity of Text

Each niche facing stone shall include full names, dates of birth and dates of death for each person inurned in the niche. Committee reserves the right to approve the propriety of text.

C. Correctness of Inscription

An Urn Purchase and Faceplate Inscription Form (available at www.pmumc.org/columbarium or from the Church Coordinator) shall be completed and signed by the person specifying the inscription in typewritten or legible ink printing. The Committee shall make arrangements for the engraving in accordance with the information furnished. PMUMC and Committee shall be responsible only for such errors in the inscription as might be made by the engraver in deviating from the data submitted on the signed *Urn Purchase and Faceplate Inscription Form*.

D. Memorial Wall Plaques and Scrolls

Also on the Columbarium Wall will be two bronze plaques, providing a space for families to memorialize loved ones who are interred elsewhere. All engravings on individual scrolls shall be of uniform size and style as determined by the Committee, and include full names, dates of birth and dates of death for each person memorialized. Committee reserves the right to approve the propriety of text. Arrangements for the inscription, in accordance with the name and dates furnished by the applicant on the *Memorial Wall Plaque Scroll Order Form*, will be made by the Committee. Full payment must accompany the *Memorial Wall Plaque Scroll Order Form*. Any payments made hereunder are non-refundable and made without any reservation, condition or restriction. Location of the individual scroll on the Memorial Wall will be at the discretion of the Committee.

Written orders as provided on the *Memorial Wall Plaque Scroll Order Form* shall be presented in person or by mail to the Church Office. The Committee shall not be responsible for any mistakes occurring due to the lack of precise written

instructions. 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 as filled in on the *Memorial Wall Plaque Scroll Order Form*.

VIII. PERSONAL CONDUCT NEAR THE COLUMBARIUM

A. Part of PMUMC

The Columbarium is part of PMUMC and all persons in the area of the Columbarium are expected to conduct themselves in accordance with customary good decorum as normally observed in United Methodist churches.

B. Enforcement of Policies

PMUMC is entitled to enforce all policies and regulations and to exclude from church property and the Columbarium area, any person or persons violating the same.

IX. PROTECTION AGAINST LOSS

PMUMC shall carry such insurance for its own benefit with respect to the Columbarium and its contents as may be directed by the Trustees or the Charge Conference.

X. CHANGE OF ADDRESS OF LICENSE HOLDERS

The holder of inurnment rights, his or her heirs, legal representatives or assigns shall duly notify the Church Coordinator of any change of address. Any notice sent by PMUMC to the holder of inurnment rights at the last address as shown on the Columbarium records shall be deemed good and sufficient legal notification for all purposes.

XI. CONTINUANCE

It is understood and agreed that the Columbarium is neither a perpetual care cemetery, a permanent maintenance cemetery nor a free care cemetery. PMUMC shall not be legally obligated to maintain the Columbarium as a perpetual care cemetery, a permanent maintenance cemetery or a free care cemetery, nor shall PMUMC require any Grantee of inurnment rights or his or her heirs, legal representatives or assigns to contribute toward the expenses of maintaining the Columbarium. PMUMC intends to maintain the Columbarium in a tasteful, clean and dignified state befitting the sanctity of the purpose of the Columbarium. If in the judgment of the Committee it shall be deemed necessary at

any time to change the location of a niche in the Columbarium, the Committee may have the urns and ashes removed from any niche or niches affected by such change and placed in another suitable niche in the Columbarium. Notice will be given by the Church to the Certificate holders in a certified letter.

PMUMC reserves the right to modify and/or relocate the Columbarium if that is deemed necessary. In that event or in the event of the move of PMUMC from its present location, or if the Columbarium should be destroyed by vandalism, fire, tornado, earthquake or other natural disaster and not be rebuilt, or in the event PMUMC should cease to be used as a place of worship by a congregation of the United Methodist Church, the Charge Conference, at its sole discretion, shall cause all cremated remains inurned in the Columbarium to be re-inurned in some other Columbarium, cemetery or place of burial, at the expense of PMUMC and without any refund to Certificate holders. Notice will be given by the Church to the Certificate holders in a certified letter.

XII. LIMITED LIABILITY

Neither PMUMC nor its employees, the Senior Pastor, the Committee, nor any member of PMUMC shall be liable for any claim for damages arising in connection with the use and operation of the Columbarium or from any other cause except from gross negligence or intentional misconduct. In any event, the amount of damages recoverable by the person holding the inurnment rights to use the niche, their heirs, legal representatives or assigns shall be limited to the total amount paid to PMUMC for such rights. It is agreed this limitation on damages is in the best interest of all parties in as much as damages would be difficult to ascertain in the event of a breach of this agreement. In no event shall PMUMC or its employees, the Senior Pastor, the Committee, nor any member of PMUMC be liable for indirect, special or consequential damages.

XIII. MODIFICATIONS AND AMENDMENTS

A. Exceptions and Modifications

Recognizing that situations may arise in which literal enforcement of a policy may be impractical, PMUMC retains the right to make reasonable exceptions, suspensions or modification of any policy with approval of the Trustees, subject to any change in federal, state or local law. Any exception shall apply only to the situation in which the policy may be altered and shall in no manner be construed as affecting the application of these Policies and Regulations in another situation.

B. Amendments

The Committee may at any time adopt new policies and regulations or alter, amend or repeal any provision contained herein, subject to the approval of the Trustees.

XIV. REFUND OF ALL FUNDS PAID TO PMUMC

In the event a Grantee of the Certificate of the Right of Inurnment is deceased before the Columbarium is completed, the Grantee or Estate will have the option of requesting and receiving a full refund of all fees paid to PMUMC and forfeit the Right of Inurnment in the Columbarium.