

Congregational Church of New Fairfield United Church of Christ

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Columbaria Rules and Regulations (Approved June 2022)

I. Definition

The Congregational Church of New Fairfield Columbaria Committee (hereinafter referred to as the "Committee") shall be in charge of the Congregational Church of New Fairfield's columbaria and shall conduct and administer the columbaria, subject to the *Rules and Regulations* established by the Executive Council and contained in this document. These rules may be amended from time to time.

1. The term "**Columbaria**" as used herein shall mean all structures containing niche spaces for the interment of inurned human cremains. "**Columbarium**" shall refer to a single structure.
2. The term "**Inurnment**" shall mean the placement of cremated human remains in an urn.
3. The term "**Interment**" shall mean *placing in a final resting place*. For the purpose herein, it is the place where the inurned cremains are laid to rest.
4. The term "**Permittee**" shall mean the owner of interment rights or who hold same by right of inheritance.
5. The term "**Designee**" shall mean the individual whose cremains shall be interred.
6. "**Niche**" shall mean a space in a columbarium to be used to inter inurned human cremains.
7. The term "**Certificate of Interment Rights**" shall mean a grant of the privilege of interment and not a conveyance of any ownership or tenancy. It does not convey any ownership or other interest in the niche to which it refers.
8. The term "**Total Purchase Price**" shall mean the cost of *the right of interment* (i.e. the niche designation) and the associated fees at the time of the conveyance of rights

II. Purpose

The Columbaria of the Congregational Church of New Fairfield located at 20 Gillotti Road, New Fairfield, Connecticut, have been constructed for the interment of cremated human remains and are owned by the Congregational Church of New Fairfield (hereinafter called "CCNF" or "Church").

These *Rules and Regulations* are established to assure that the procedures for interment are carried out in an orderly and reverent manner, to describe and explain the services provided by the Church in connection with these activities, and to describe the responsibilities of the Permittee (i.e.the owner of a *Certificate of Interment Rights*).

III. Description

The Memorial Wall is a masonry stonewall columbarium into which 138 cylindrical niches for inurned human cremains are nestled. Each niche is approximately 10" x 12." Two niches are stacked, one atop the other, within the wall and below a blue-stone coping. Each niche has a capacity of one urn. Bronze plaques memorializing the interred are affixed to the blue-stone coping.

The North and South Columbaria are two separate, freestanding structures comprised of five rows, each of which contains six 12"x12" tile faceplates. Each faceplate covers two separate niches. Thus, the two columbaria yield a total of 120 niches for interring inurned human cremains. Each niche of the Columbaria has a capacity of two urns. The Permittee of a *Certificate of Interment Rights* shall choose to purchase either a double urn option or a single urn option for the assigned niche. As described above, every two niches is covered by a 12"x12" tile faceplate upon which approved engraved plaques shall be affixed to memorialize the interred.

IV. Governance

A CCFN Columbaria Committee (hereinafter called "Committee") of at least three members shall be appointed by the CCFN Executive Council. The Committee shall administer, operate, and maintain the Columbaria under a delegation of authority by the CCFN Executive Council. The Committee shall recommend and budget expenditures necessary for the proper administration, operation, and maintenance of the CCFN Columbaria, and it shall maintain all records and documentation relating to the said structures. The Committee shall administer, operate, and maintain the Columbaria consistent with state law and regulations and these *Rules and Regulations*.

V. Fees

The Committee shall set the purchase price of a *right of interment* and other associated fees. Said fees DO NOT include the cost of cremation, transportation, or any other costs related to interment. The Committee may change the purchase fees; however, any change of fee SHALL NOT result in either an additional cost assessment to holders of a *Certificate of Interment Rights* or a reimbursement.

The Total Purchase Price for a *right of interment* in the Memorial Wall shall include a niche designation, an approved plaque for the bluestone coping, the opening and closing of the niche at the time of interment, and all associated administrative tasks.

The Total Purchase Price for a *right of interment* in either the North or South Columbarium shall include a niche designation, an approved plaque for the exterior tile faceplate, an approved plaque for the niche, the opening and closing of the niche at the time of interment and all associated administrative tasks.

VI. Right of Interment Purchase

a *right of interment* within the Memorial Wall or the North or South Columbaria may be purchased by any member of the general public. Upon such purchase, the Permittee shall be assigned a niche by the Committee and shall be provided a *Certificate of Interment Rights* (hereinafter called "Certificate"). The Total Purchase Price is required at the time of sale. Niches are assigned in consecutive order based upon receipt of the Total Purchase Price.

VII. Permittee's Rights

1. The use of a niche is for the Permittee for interment purposes only, not for resale or profit. In no case shall a Permittee have any right to sell said niche or any part thereof or any right of interest therein.
2. Designation of the person to be interred (hereinafter called "Designee") may be changed by the Permittee by written request to the Committee and acknowledged by a written approval response from the Committee.
3. A *Certificate* may be surrendered by the Permittee by submitting a written request to the Committee. The surrender reimbursement amount shall be 50% of the original Total Purchase Price.
4. The *Certificate* does not give the Permittee the right to have more than one deceased interred in a single niche, except as otherwise specifically provided in these *Rules and Regulations*.
5. The Permittee of an empty Memorial Wall niche shall have the right to exchange his/her designated niche for a niche in the North or South Columbaria. The cost for such a transfer shall be the current fee for a *right of interment* less the original amount paid by the Permittee. In addition, an administrative fee in accordance with the current *Columbaria Fee Schedule* shall apply. A new *Certificate* will be issued and the Memorial Wall niche shall revert to the Committee for future reassignment.

VIII. Legal Title

The holder of a *Certificate* acquires no property right to the Memorial Wall, North Columbarium, South Columbarium, niches, or other Church property. Legal title to the Columbaria shall be with CCNF until and unless different ownership is desired by the Church. A *Certificate* attests only to the *right of interment* of cremains as designated by the Permittee in the specific niche noted on the *Certificate*. Such identification implies no property right and is done for the administrative purposes of the Committee. In the event of any discrepancy between a *Certificate* and the records maintained by the Committee, the latter shall govern.

IX. Obligation to Provide Current Contact Information

Records shall be kept by the Committee showing the name of the Permittee and any Designee selected by the Permittee with respect to each niche. It shall be the duty of the Permittee to notify the CCNF office of any change in their post office address and phone information. Except as otherwise expressly provided herein, any notice or other communication to any Permittee shall be deemed to be properly given if sent by ordinary mail addressed to the Permittee at the last address shown on the records of the Committee. Neither the Church nor the Committee shall bear

any liability for action taken without the consent of a Permittee if the contact information of the Permittee's file is not current.

X. Urn, Plaque, and Faceplate Parameters

1. **Memorial Wall urn specifications** - The name of the deceased shall be affixed to the exterior of the urn by the Permittee prior to interment. The following urn specifications are required for interment in a Memorial Wall niche:

- Cylindrical or Round Urn: maximum dimensions of 9" diameter and 10" height
- Square or Rectangular Urn: maximum dimensions of 9" diagonal measurement (top corner to opposite bottom corner) and 10" height

2. **North and South Columbaria urn specifications** - Urns must be appropriately sized. The name of the deceased shall be affixed to the exterior of the urn by the Permittee prior to interment. The following urn specifications are required for interment in a North or South Columbarium niche:

- **Single urn option:** maximum dimensions of 10.5"(W), 14"(L), 5.0"(H)
- **Double urn option:** Two urns of the same size, each not to exceed maximum dimensions of 5.0"(W) x 14.0"(L) x 5.0"(H) or 10.5"(L) x 7"(W) x 5.0"(H)

3. Plaques - The Committee shall set a uniform size and style of plaque and shall order, obtain, and affix such plaques for Columbaria niches, and such plaques shall be included in the Total Purchase Price of a *right of interment*. Inscriptions shall contain the first name, middle initial, last name, date of birth, and date of death of the deceased. A star shall be inscribed on the plaque of each veteran. There will be no "titles" in the inscription.

Each North and South Columbarium niche shall bear an engraved plaque(s) memorializing the individual(s) interred within, and each tile faceplate shall have plaques memorializing those interred within the two niches covered by the faceplate.

Each Memorial Wall blue-stone coping shall bear one bronze plaque memorializing each of those interred within the two niches below.

XI. Opening of Niches

Niches shall be opened solely by the Committee or its designee for interment, disinterment, maintenance, or repair.

XII. Interment

1. Memorial services for the placement of inurned remains will be conducted by the CCNF pastor or another pastor approved by or invited by the CCNF pastor. Services shall be conducted in compliance with the Church's approved policy and procedures for funerals and memorial services.

2. An interment request can be initiated by the Permittee of record by contacting the Church office. For convenience, a fax or email interment authorization shall be accepted. The Committee requires the following information at the time of the request:

- Permittee's name and preferred method of contact
- Deceased's first name, middle initial, and last name
- Deceased's date of birth

- Deceased's date of death
- Deceased's Veteran Status

3. **The original *Certificate of Cremation* issued by the crematorium must be provided to the Church by the Permittee prior to interment.** The Committee shall file this certificate with the Town Clerk per state law.

4. The CCFNF pastor shall have the right to designate the time and manner in which interments will be permitted.

5. The legal name of the deceased must be inscribed or affixed by the Permittee to the exterior of the urn in which the cremains are inurned.

6. The funeral party must vacate the interment site prior to the opening and closing of the niche. The niche will not be opened until the site has been vacated by the funeral party.

7. All interments are subject to these procedures and to the orders and laws of the properly constituted authorities of the city, county and state.

XIII. Niche Decorations

The placement of any items such as flowers, wreaths, stones, ornaments, toys, or other decorations on, in front of, or around the Memorial Wall or North and South Columbaria is prohibited. Such items may be removed and disposed of by the Committee, or designee, at its discretion and without notice to the owner and with no liability to the remover.

One fresh flower arrangement may be placed in a designated place at the time of interment and shall be removed within five days of placement.

XIV. Disinterment Procedures

1. The Permittee must submit a written request to the Committee in order to exercise the right to disinter. A disinterment fee as fixed by the Columbaria Fee Schedule shall apply.

2. The Committee shall exercise due caution in making a disinterment and removal, but it shall assume no liability for damage to an urn resulting from disinterment procedures.

3. The Committee shall have the right to designate the time and manner in which disinterment will be conducted.

4. All disinterments are subject to these *Rules and Regulations* and shall also be subject to the orders and laws of the properly constituted authorities of the city, county and state.

XV. Columbia Maintenance and Relocation

1. If the Memorial Wall, North Columbarium, or South Columbarium requires maintenance or repair, the Permittee agrees that the Committee may temporarily remove the interred cremains for the duration of such maintenance or repairs. The Permittee further agrees to the provision of "Termination of the Columbaria" provided herein.

2. If, for any reason, it should be determined that the Memorial Wall and/or North and South Columbaria should be relocated, it is within the exclusive authority of the Committee to prescribe the movement of any or all niches. Such relocation is not contemplated, but should local ordinances, Church location, or other major events require it, the Committee shall have authority to satisfy the requirements of the Church.

XVI. Termination of the Columbaria

A *right of interment* shall continue so long as the property at 20 Gillotti Road, New Fairfield, CT is owned by the CCNF. If the property is sold, and the Church relocates to a new location, all reasonable steps to reinter at the new location will be taken by the Committee.

XVII. Security

The Committee has taken steps through the design and construction of the Columbaria to provide a reasonable level of security, balanced by the need for visits by loved ones and the availability of the property for prayer and services. By making a purchase, the Permittee of a *Certificate* assumes the risk of loss, destruction, vandalism, and desecration of cremains. The Permittee further releases the Church and its employees, officers, agents, volunteers, and representatives from all claims, liability, and causes of action relating to or pertaining to the interment, including all negligence, loss, destruction, vandalism, and desecration of cremains, save and except for acts of gross negligence or intentional wrong-doing, and in no event shall they corporately or individually be liable for any damages to the Permittee.

XVIII. Insurance

CCNF may carry insurance for its own benefit regarding the Columbaria, as it deems reasonable; however, there is no obligation to carry insurance or to provide any insurance for the benefit of any holder of a Certificate.

XIX. General Provisions

1. After initial approval of the *Rules and Regulations* and the *Columbaria Fee Schedule*, the Committee may at any time make changes. Current *Rules and Regulations* and the *Columbaria Fee Schedule* will be posted on the CCNF website and in the CCNF office.
2. The Committee reserves the right without notice to make temporary exceptions, suspensions or modifications to any of these *Rules and Regulations* when in their judgment the same appear advisable; and such temporary exception, suspension, or modification shall in no way be considered as affecting the general application of such rule.
3. In all matters not specifically covered by these *Rules and Regulations* the Committee reserves the right to do anything which in their judgment is deemed reasonable under the circumstances and such decision shall be binding upon the Permittee.
4. The Committee reserves the right at any time and from time to time to change, amend, alter, repeal, rescind, or add to these *Rules and Regulations* or any part thereof, or to adopt any new rule or regulation with respect to said cemetery or anything pertaining thereto.

5. New or changed *Rules and Regulations* shall be posted in the Church office and on the CCNF website for a period of thirty days prior to their adoption, and such notice shall be considered complete and sufficient announcement of said change.

The undersigned hereby accepts and agrees to be bound by these Columbaria Rules and Regulations this the _____ day of _____, 20_____

Signed: _____, Permittee

Printed: _____, Permittee

In witness whereof, the Committee has caused this instrument to be signed by its duly authorized officer this the _____ day of _____, 20_____

Signed: _____, Committee Member

Printed: _____, Committee Member