

Protocol for the Development of Columbaria and Memorial Gardens

Revised November 25 2024

Cremation and the Order of Christian Funerals

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In April 1997, the Congregation of Divine Worship and the Discipline of the Sacraments granted an indult for the United States to allow the diocesan bishop to permit the presence of the cremated remains of the body at a Funeral Mass. Later that year, the Congregation confirmed the special texts and ritual directives (Prot. N. 1589/96/L for both indult and texts), which were then published as an appendix to the *Order of Christian Funerals*. Frequently the Secretariat of Divine Worship receives requests for clarification or suggestions for best practices regarding the presence of cremated remains and funerals and their appropriate final disposition or committal.

The practice of cremation has grown and become more commonplace in the United States, and it is often presented as a more affordable alternative to traditional burial. What is often overlooked is the Church's teaching regarding the respect and honor due to the human body. The *Order of Christian Funerals'* Appendix on Cremation states: "Although cremation is now permitted by the Church, it does not enjoy the same value as burial of the body. The Church clearly prefers and urges that the body of the deceased be present for the funeral rites, since the presence of the human body better expresses the values which the Church affirms in those rites" (no. 413).

Ideally, if a family chooses cremation, the cremation would take place at some time after the Funeral Mass, so that there can be an opportunity for the Vigil for the Deceased in the presence of the body (during "visitation" or "viewing" at a church or funeral home). This allows for the appropriate reverence for the sacredness of the body at the Funeral Mass: sprinkling with holy water, the placing of the pall, and honoring it with incense. The Rite of Committal then takes place after cremation (see Appendix, nos. 41-421). Funeral homes offer several options in this case. One is the use of "cremation caskets," which is essentially a rental casket with a cardboard liner that is cremated with the body. Another is a complete casket that is cremated (this casket contains minimal amounts of non-combustible material such as metal handles or latches).

When cremation takes place before the Funeral Mass, and the diocesan bishop permits the presence of cremated remains at the Funeral Mass, the Appendix provides adapted texts for the Sprinkling with Holy Water, the Dismissal for use at the Funeral Mass (or the Funeral Liturgy outside Mass), and the Committal of Cremated Remains. The introduction provides further specific details about how the funeral rites are adapted. In all, the rite notes:

The cremated remains of a body should be treated with the same respect given to the human body from which they come. This includes the use of a worthy vessel to contain the ashes, the manner in which they are carried, and the care and attention to appropriate placement and transport, and the final disposition. The cremated remains should be buried in a grave or entombed in a mausoleum or columbarium. The practice of scattering cremated remains on the sea, from the air, or on the ground, or keeping cremated remains in the home of a relative or friend of the deceased are not the reverent disposition that the Church requires. (No. 417)

For some families, the choice of cremation is based on financial hardship, so this choice often means also that there is no plan for committal or burial of the cremated remains. As a means of providing pastoral support and an acceptable respectful solution to the problem of uninterred cremated remains, one diocese offered on All Souls' Day in 2011 an opportunity for any family who desired it the interment of cremated remains. The diocese offered a Mass and committal service at one of its Catholic cemeteries and provided, free of charge, a common vault in a mausoleum for the interment of the cremated remains. The names of the deceased interred there were kept on file, though in this case they were not individually inscribed on the vault.

As cremation is chosen more frequently, there will be many who are unaware of the Church's teaching regarding this practice. It is important for bishops and pastors not only to catechize the faithful, but to collaborate with funeral directors in providing helpful and accurate information to families planning the funeral of loved ones. Offering opportunities to family members for the respectful burial of their loved ones, who were not interred after funeral services and cremation, would give effective witness to the importance of Christian burial and our belief in the resurrection. In all, pastors are encouraged to show pastoral sensitivity, especially to those for whom cremation is the only feasible choice (see Appendix, No. 415).

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Protocol for the Development of Columbaria and Memorial Gardens in the Archdiocese of Atlanta

- 1) Office of Cemeteries - There are no Catholic Cemeteries in the Atlanta metro area available for burial. Local parishes may be able to direct individuals to a nearby cemetery that many parishioners use. As a result, the Archdiocese does not have an Office dedicated to the maintenance and administration of cemeteries. Information about Catholic burial and a list of Parishes that have columbaria can be found on the Archdiocese webpage at www.archatl.com/offices/catholiccemeteries. Questions concerning this Protocol are best addressed to cemeteriesinq@archatl.com or by calling 404-920-7488 and leaving a message. Both the email box and phone line are checked daily.
- 2) Consistent with the Archdiocese of Atlanta Large Capital Project process, pastors considering the construction of a columbarium must begin by writing to the Archbishop requesting permission to investigate the project. If that permission is granted, the pastor and his parish leadership will be asked to meet with representatives of the Archdiocesan who are typically involved in the development Columbaria to discuss both the process and the requirements contained herein.
- 3) As part of the planning process, the parish will be asked to submit the following:
 - a. results of a survey of parish interest in the project
 - b. parish master plan
 - c. financial application
 - d. columbarium or memorial garden financial plan
 - e. a signed copy of the Rules and Regulations
 - f. other forms as required.
- 4) In their publication, *Reflections on the Body, Cremation and Catholic Funeral Rites*, The United States Conference of Catholic Bishops states, "Although cremation is now permitted, it does not enjoy the same value as burial of the body. Catholic teaching continues to stress the preference for burial or entombment of the body of the deceased." Locating a columbarium or memorial garden too near the parish church offers those who are cremated the opportunity for entombment near their church, an option not typically available to those who choose full body burial or entombment. This could create an errant impression that cremation is the preferred option. Consequently, the columbarium site should not be in view of the main entrance to the church.
- 5) Due to the impact that the placement of a columbarium or memorial garden can have on a parish's long-range plan and its property value, an updated master plan incorporating the proposed structure is required. The master plan must depict both the projected location and the location of future expansions. In the case of a columbarium, the exact

number of niches will depend on the design, but the minimum should be approximately 250. The master plan should include capacity for at least 1,000 niches. Columbarium structures should stand alone and be situated far enough from existing structures that they would not require relocation in the event of repair or renovation to any other building.

6) Memorial Gardens

- a. New Memorial Gardens. The Archdiocese of Atlanta does not encourage the development of Memorial Gardens. The identification of the exact cremains' locations and the challenges of civil compliance make them much less desirable than a Columbarium.
- b. Existing Memorial Gardens. Cremated remains of the human body to be placed in an existing memorial garden shall conform to the Rules and Regulations for Memorial Gardens (with the burial of cremated remains of the human body). The Archdiocese of Atlanta encourages parishes with Memorial Gardens to consider a plan to phase them out over a reasonable period and develop a Columbarium if additional burial spaces are required.

7) The parish should conduct a survey to gauge interest in the project to determine feasibility, both immediately and long-term.

8) The parish can add its letterhead and use the attached samples to create the forms necessary for the selling of burial rights; ordering inscriptions, memorials, or plaques; and permanent recordkeeping. Executed contracts should be scanned and stored safely. These industry-standard forms are essential to protect the parish and the Archdiocese of Atlanta and address such issues as:

- a. relocation of the parish, columbarium and/or memorial garden
- b. use of a niche by someone other than the purchaser (e.g., a relative)

9) Relocating a columbarium or memorial garden is never an easy decision, nor one to be taken lightly, but situations arise where there is no alternative. Due to the significant costs associated with such a move, prior to the start of construction the parish will be required to establish a relocation fund at the Catholic Foundation of North Georgia (CFNGA) in an amount equal to one-third of the total project cost from design to completion (with a minimum of \$600 per niche as set by the Archdiocesan Finance Council). If necessary, the parish may initially borrow the relocation fund amount.

10) Parishes are responsible for maintaining their columbarium or memorial garden perpetually. For projects approved on or after January 1, 2025, a minimum of \$975 per niche is required for perpetual care, as set by the Archdiocesan Finance Council. Prior to

the start of construction, the parish is required to establish a Perpetual Care Fund with the Catholic Foundation of North Georgia (CFNGA) and contribute an initial amount equal to \$975 times the number of niches in the construction plan. If necessary, the parish may initially borrow the minimum perpetual care contribution.

Distributions from the Perpetual Care Fund may commence one year after the date of columbarium completion or, if borrowed, upon full repayment of the loan.

Expansions to existing columbaria approved on or after January 1, 2025, regardless of the original approval date, are bound by the updated perpetual care requirements. For columbaria approved before 2025, please refer to the previous protocol versions.

- 11) Each parish must designate a staff member to input and manage the Batesville/HMIS database. The HMIS software subscription provides training and assistance.
- 12) Pricing for niches must be approached with care and sensitivity, taking into consideration the parish's often fragile long-standing relationships with its families certainly, but also the pastoral needs of the parish and the local market. Prices must, of course, cover all costs associated with building and maintenance - land value, hard and soft construction costs, charity, perpetual care, and possible relocation. They must be accessible to the parishioners, but comparable to other local vendors. Surplus funds generated may be used for parish ministry.

When determining pricing, keep in mind that not every niche will be sold at full value. Seven percent (7%) of the total number should be set aside for the indigent and needy, and another seven percent (7%) should be set aside for sale at a fifty percent (50%) reduction.

The Archdiocesan Finance Office and/or Catholic Construction Services is available to assist in determining appropriate pricing, which is subject to approval by the Archbishop.

COLUMBARIUM & MEMORIAL GARDEN

COLUMBARIUM CONTRACT

This Agreement is between the proprietors of _____ a Religious Corporation organized under the Laws of the State of Georgia and the undersigned Purchaser.

Received From: _____ Date: _____

Address: _____ City/State: _____ Zip Code: _____

Inurnment of Cremains of the Human Body: _____

Date of Birth: _____ Where: _____

Date of Death: _____ Where: _____

Father's Name: _____

Mother's Full Maiden Name: _____

Inurnment of Cremains of the Human Body: _____

Date of Birth: _____ Where: _____

Date of Death: _____ Where: _____

Father's Name: _____

Mother's Full Maiden Name: _____

Certificate of Ownership

This is to certify that the and _____, Georgia, in consideration for the purchase price of \$ _____ receipt of which is hereby acknowledged, included in the purchase price a charitable gift of \$ _____, hereby granted to the above person for inurnment purposes only, the following described Columbarium unit Section: _____ Column: _____ Level: _____ as shown in the church records on file in the church offices and hereby affirms there will be deposited in a designated account a sum to be held in trust to provide for the endowment care of the above property. This certificate does not convey title but only transfers the right to use and occupancy described above for cremains of the human body inurnment purposes. Remains must be of a Catholic person or spouse of a Catholic Person.

The Purchaser understands the inscription costs are included in the purchase *price* of the niche space. Said Purchaser is subjected to the Rules and Regulations of _____ (Attached), and all other terms set forth in this Agreement. All inscriptions will be done by _____ or its designee.

The Columbarium and its Niche, their use and maintenance, are at all times subjected to the management of _____, as constituted from time to time, or of its duly organized committee in whom the right to control the maintenance and use thereof, and the terms of this contract with respect to such maintenance and use may be changed, modified, varied, amended, or altered at any time in the sole discretion of _____ or its committees. The Purchaser agrees that by this donation herein made, said Purchaser does not acquire any property rights of any kind whatsoever in or to the niche referred to herein.

All cremains of the human body must be in an urn of such size as to fit within the niche of the following size _____x_____.

If _____, in its sole discretion, at any time decides to change the location of the columbarium, or to discontinue the use of the columbarium, or any part thereof, it may have *cremains* of the human body *removed* from any niche affected by such change or discontinuance and placed in another suitable niche on another Archdiocesan of Atlanta property.

Owners or those designated "Next of Kin" may request at their discretion to *have* the cremains returned to them for inurnment in another location, thereby relinquishing ownership of the niche to _____.

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. *Recovery* hereunder by the debtor shall not exceed amounts paid by the debtor excluding the amount of charitable gift hereunder.

If Purchaser fails to make payment by any amount due hereunder, or the Purchaser decides to cancel the niche(s) Agreement after full payment, _____ may cancel this Agreement and shall be released from any further obligation, hereunder. In the *event* of such cancellation, _____ shall retain _____ 25% as compensation for the costs and expenses incurred by it in connection with the sale excluding the amount of the charitable gift, and take possession of the owner of the niche(s).

The Human cremains of the following persons have the right of inurnment in the niche or niches listed above.

_____ Relationship

_____ Relationship

Accepted by Purchaser: _____

Date: _____

Pastor: _____

Date: _____

and Witness: _____

Next of Kin: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone # _____ Cell Phone # _____

Next of Kin: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone # _____ Cell Phone # _____

Next of Kin: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone # _____ Cell Phone # _____

Next of Kin: _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone # _____ Cell Phone # _____

Seal

COLUMBARIUM RULES AND REGULATIONS

The following Rules and Regulations having been duly adopted by the _____ They are intended to insure that proper care be taken in all inurnments in the Columbarium located on the grounds of the Church.

The cremated remains of all individuals must be placed in an urn made of an enduring material approved by the Church. Memorialization of the individual will be a bronze inscription on the front of each niche. The inscription shall be limited to the deceased first name, middle initial and a surname, with the years of birth and death. All inscriptions will be made with bronze plaques. Only one inscription for each niche is allowed. No inscription will be made without a written "Authorization for Inscription" on file with the Church. Memorabilia may only be placed in the niche with the approval of the church.

All niche owners or visitors are subject to the Rules and Regulations herein contained and may have access to the Columbarium by appointment from the hours of 8:00 a.m. to 7:00 p.m., on weekdays; and 8:00 a.m. to 7:00 p.m. on weekends. 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.

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 interred 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 obliged 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 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.

COLUMBARIUM RULES AND REGULATIONS (Concluded)

All fees must be paid, in full, prior to any inurnment. Once an inurnment has been completed, no removal of said remains can be completed without the approval of the Church. Owners or those designated "Next of Kin" may request at their discretion to have the cremains of the body returned to them for inurnment in another location, thereby relinquishing ownership of the niche to the church.

The Church reserves the right to limit size, type, style and material of urn. Dimensions of niche space are 12" wide x 12" high x 12" or 24" deep. All remains must be in a durable container to be placed in the niche. The Church will reserve the right to refuse inurnment based on size of urn.

Space will be provided for suitable floral tributes at the time of any memorial service and when family or friends may wish to arrange with the Church such decorations. Only living flowers will be permitted in the areas designated by the Church. No artificial flowers or pictures, artifacts, vigil lights, crockery, toys or similar ornaments or articles will be permitted. Any such decorations will be removed upon discovery without notice to the owner. Also, flower tributes will be removed when they deteriorate or become unsightly.

All inurnments and inscriptions will be performed by the Church or its designee. All requests for work must be made to the Church.

The Above rules may from time to time be amended by the Church and all such amendments shall be available in the Church offices. All Rules and Regulations of _____ Church Columbarium are subject to the applicable laws of the State of Georgia.

Adopted: _____

Pastor: _____

Date: _____

MEMORIAL GARDEN RULES AND REGULATIONS

The following Rules and Regulations having been duly adopted by _____ (parish). They are intended to insure that proper care be taken in all inurnments in the memorial garden located on the grounds of the Church.

The cremated remains of the body of all individuals must be placed in an urn made of an enduring material approved by the Church. Memorialization of the individual will be a _____. The inscription shall be limited to the deceased first name, middle initial and a surname, with the years of birth and death. All inscriptions will be made with _____. No inscription will be made without a written **"Authorization for Inscription" on file with the Church.**

All Memorial Garden Purchasers or visitors are subject to the Rules and Regulations herein contained and may have access to the garden by appointment from the hours of 8:00 a.m. to 7:00 p.m., on weekdays; and 8:00 a.m. to 7:00 p.m. on weekends. 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 memorial garden owners.

Upon payment in full for any garden lot, a Certificate of Right to 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 of such person as the Purchaser desires to have inurned in the garden lot referred to, but the Parish Church shall have sole discretion as to the persons whose cremated remains may be interred in the Memorial Garden and the permission of the Parish Church must in each instance be obtained in writing prior to the placing of any cremated remains of the body in any garden lot within the Memorial Garden. 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 obliged 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 interment 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.

MEMORIAL GARDEN RULES AND REGULATIONS (Concluded)

All fees must be paid, in full, prior to any inurnment. Once an inurnment has been completed, no removal of said remains can be completed without the approval of the Parish Church. Owners or those designated "Next of Kin" may request at their discretion to have the cremains returned to them for inurnment in another location, thereby relinquishing ownership of the right of inurnment of the garden lot to the church.

The Parish Church reserves the right to limit size, type, style and material of urn. Dimensions of garden lot spaces are _____" wide x _____" high x _____" deep. All remains must be in a durable container to be placed in the garden lot. All garden lot spaces are for a durable container to be placed in garden lot. All garden lot spaces are for one remains only. The Church will reserve the right to refuse inurnment based on size of urn.

Space will be provided for suitable floral tributes at the time of any memorial service and when family or friends may wish to arrange with the Church such decorations. Only living flowers will be permitted in the areas designated by the Church. No artificial flowers or pictures, artifacts, vigil lights, crockery, toys or similar ornaments or articles will be permitted. Any such decorations will be removed upon discovery without notice to the owner. Also, flower tributes will be removed when they deteriorate or become unsightly.

All inurnments and inscriptions will be performed by the Parish Church or its designee. All requests for work must be made to the Parish Church.

The above rules may from time to time be amended by the Parish Church and all such amendments shall be available in the Parish Church offices. All Rules and Regulations the _____ Church Memorial Garden is subject to are the applicable laws of the State of Georgia.

Adopted: _____

Pastor: _____

Date: _____

INSCRIPTION AUTHORIZATION FORM (SAMPLE)

_____ is herein authorized to complete the inscription as it appears
below:

I/we, the undersigned, have carefully reviewed the name and dates above as well as any emblems or epitaph and herein approve the inscription as it appears above.

By: _____

Initials: _____

Date: _____

Church Administrator or Pastor:

Date: _____

CONCEPTUAL FEE SCHEDULE, TERMS OF SALE (SAMPLE)

DONATION REQUEST

Each Niche:

\$ 1,500 (\$500 of which is a charitable gift)

Cenotaph:

\$ 450 (\$200 of which is a charitable gift)

\$ 600 (\$200 of which is a charitable gift)

The above donation includes all fees and charges except the plaques affixed to the niche when a committal service occurs. The cost of the plaque is \$100.

After _____, 20____ the prices will increase as the project nears completion, as follows:

Each Niche: \$ 1,800 (\$800 of which is a charitable gift)

Cenotaph: \$ 600

TERMS OF SALE

All pledges must be paid at the point of the pledge or over a period not greater than one year. If a donor wishes to spread out the payments, all contributions will be set up as quarterly payments.

All the donation amounts and other fees and charges must be paid prior to any inurnment. A letter acknowledging the donation and that portion of the donation, which is a contribution, will be indicated in said letter.

Accompanying the letter will be a certificate of ownership for the right to utilize the niche or for the cenotaph.

All pledges must be made on the donation form and such form shall be recorded at the church. The church shall provide a copy of the form, together with the rules and regulations governing the columbarium and garden.

There is no charge for placing the cremated remains in the niche; however, fees for the use of the church and any honorariums are subject to the customs and practices of the church and Pastor.

DRAFT COVER LETTER (SAMPLE)

{DATE}

{NAME}

{ADDRESS}

{CITY, STATE, ZIP CODE}

Dear Parishioner,

As a part of our striving to make a center to you and your family's life, we continue to study ministries which may further meet your family's needs.

One area of consideration is to expand the Parish bereavement ministry. An option for the Parish is to develop facilities on our grounds for the burial and remembrance of members in a columbarium, or a memorial garden.

I am enclosing a questionnaire to learn your views on your eventual cemetery preferences and whether or not facilities on our grounds are of interest to you and your family.

Your completing the survey and returning it to me prior to _____, 20____, can be of significant assistance to us in our deliberations.

My thanks for your support.

Yours in Christ,

Pastor: _____

DRAFT OF CEMETERY SURVEY (SAMPLE)

Please fill in the questionnaire completely. It is our plan to tabulate the results on or before _____, 20____. Your help in returning your family's survey in advance of _____, 20____ will be appreciated.

1. Name: _____

Address: _____ Phone _____

E-Mail address: _____

2. Member of Parish approximately _____ year(s).

3. You are: _____ Over 30 years of age
 _____ Over 40 years of age
 _____ Over 50 years of age

4. If a death occurred today, which would you prefer?

_____ Traditional Ground Burial
_____ Above Ground Burial
_____ Cremation

5. Do you own cemetery space for your own use? _____ Yes _____ No

If yes, what is the name of the Cemetery _____, what city is it located in _____ (City), and what state is it located in _____ (State)? Traditional Ground Burial _____: Above Ground Burial _____: Cremation _____.

6. If _____ were to develop facilities on the Parish campus, would you be interested in Memorial space in niches for cremated remains? _____ Yes _____ No

7. Any additional comments: _____

Signature: _____ Date: _____

Niche Number: _____

**CERTIFICATE
OF RIGHT OF INURNMENT
CATHOLIC COLUMBARIUM (SAMPLE)**

In consideration of the sum of _____ Dollars
(\$ _____) receipt whereof is hereby

acknowledged, _____ **CATHOLIC CHURCH** hereby grants
to:

the exclusive right of inurnment in niche:

Tier _____ . Row _____ Level _____

_____ Catholic
Columbarium, in the City of _____ and State of Georgia, for the
inurnment of the Cremated remains of the body of _____ and for no other
purpose, in accordance with the rules and regulations now in force and which shall from time to
time be made by the for use, government, regulation, adornment, improvement and control of
said Columbarium, and which shall be considered to be part hereof to the same extent and
purpose as if herein set forth in full.

IN WITNESS WHEREOF: The and

_____ has caused these presents

to be duly signed this _____ day of _____ . A. D.

20 _____

NICHE DIMENSIONS:
Depth - 17 inches
Width - 11 inches
Height - 11 inches

By _____
Pastor