

**EMMA ANDERSON MEMORIAL CHAPEL  
COLUMBARIUM AND MEMORIAL PRAYER GARDEN  
POLICIES AND PROCEDURES**

The Columbarium and Memorial Prayer Garden (hereinafter referred to as Columbarium) of Emma Anderson Memorial Chapel (hereinafter referred to as EAMC), Topsail Beach, NC is hereby established and is to be constructed, maintained and utilized only in accordance with the procedures, restrictions, obligations, and rules set forth herein. The Columbarium and these Policies and Procedures shall be effective upon approval by the EAMC Board of Governors (hereinafter referred to as BOG) upon recommendation of the Columbarium Committee. The Policies and Procedures may only be amended upon recommendation of the Columbarium Committee and approval by a majority in number of the total membership of the BOG, except any amendment of the Policies and Procedures to the qualifications of persons whose ashes may be interred shall require the unanimous approval of the Columbarium Committee and the above-described approval of the BOG. The Columbarium shall be designed and constructed in accordance with plans prepared by the Columbarium Committee and approved by the BOG.

**Purpose**

The Columbarium provides for a final earthly resting place sacred to the memory of those who have departed from our midst and a quiet place for visitation and meditation. It provides space for the inurnment of cremated remains (cremains) of deceased EMAC affiliates and other eligible persons. It also provides for placing of memorial plaques in memory of EAMC affiliates and other eligible persons. These policies address the interests of parties involved in the sale and use of niches and/or memorial plaques in the Columbarium. These policies are designed to protect the interests of both the purchasers/users and EAMC. Adherence to these policies will be maintained for the general good in preserving the desirability and beauty of the columbarium in the present and future. These policies may be changed by approval of the BOG and the Columbarium Committee as is deemed necessary. Funding and continued operational quality provided by EAMC will come from structured fees and donations. The purchaser/owner of a niche and/or memorial plaque agrees to all regulations, restrictions and conditions set forth in these Policies and Procedures or as may be amended and shall equally bind their heirs, successors, administrators and executors and assigns and are enforceable by EAMC and its successors.

**Governance**

The Columbarium Committee shall consist of a Chairperson appointed annually by the then current Chairperson of the BOG. The Columbarium Committee Chairperson will select other members to serve on the Committee. The Columbarium Committee shall be responsible for the administration of these Policies and Procedures and shall insure that permanent records are maintained of all ownership interests in the columbarium and the purchase price paid and of all interments in the niches.

Funds related to the sale of niches, memorial plaques, and donations will be managed by the Columbarium Committee in partnership with the Finance Committee of EAMC. A bank checking account shall be established and maintained in the name of the Columbarium, with all

funds from purchases of niches being deposited into such account. Once EAMC has been reimbursed for funds advanced to construct the Columbarium, all funds from the sale of niches and memorial plaques as well as donations will be used for the perpetual care and maintenance of the Columbarium including any additions or expansions. The Columbarium Committee with approval of the EAMC Finance Committee is also authorized to open and maintain savings accounts and certificates of deposit as the Columbarium Committee may deem appropriate for investment of funds being held from sales and donations. Such checking and investment accounts shall be separate from other accounts and funds of EAMC and shall not be subject to utilization for EAMC needs, debts, etc. except as directly related to the Columbarium. All expenditures from said accounts must be approved by the Columbarium Committee. All checks written on the Columbarium account, and all withdrawals from savings accounts and deposits in the name of the Columbarium, shall be signed by someone authorized by the EAMC Finance Committee.

The Columbarium Committee shall submit an accounting on a quarterly basis to the Finance Committee and the BOG. This accounting should be for niches sold and unsold, funds received, expenses paid and statement of funds in checking, savings and any certificates of deposits.

#### **Eligibility**

The inurnment of remains in the Columbarium is restricted to the following:

1. Affiliates and spouses of affiliates of EAMC;
2. Former affiliates of EAMC and their spouses;
3. Parents and lineal descendants (natural, adopted, foster or step), and their spouses, of individuals whose ashes are interred in the Columbarium or of individuals who are qualified to purchase a niche;
4. Non-affiliates of the EAMC who have regularly attended Church functions and regularly participated in its activities;
5. Other persons with strong ties to EAMC if approved by the Columbarium Committee and the EAMC BOG after a written request.

An affiliate is defined in Article III of the Constitution for EAMC as follows: "The congregation of this church shall be composed of all communing affiliates who attend regularly and contribute financially to Emma Anderson Memorial Chapel." When reviewing applications, the Columbarium Committee shall use this definition of an affiliate. The Columbarium Committee shall consult with the BOG Executive Committee if there is any doubt about the eligibility of an applicant.

#### **Description of Use**

Burials will be limited to inurnment of ashes of cremated humans only in assigned niches, uniform in size of the capacity to hold the remains of two (2) people. Each niche shall be covered with a marker, uniform in size, which shall be engraved with the name and date of birth and date of death of the deceased. The cover for the niche may hold up to two names.

The Columbarium and Memorial Prayer Garden is intended to be available for private meditation

at any time, unless reserved for an inurnment. All services and rites of inurnment shall be coordinated and planned with the Columbarium Committee and the Facilities Use Committee. No flowers, flags, decorations or other memorabilia will be permitted inside the Columbarium area except on the day of inurnment.

### **Purchase of Niches**

Purchase of niches shall be upon submission of an application in the form as herein attached to the Columbarium Committee and approval subject to the current charges in effect at that time. All applications must meet the requirements set forth herein and be approved by not less than two (2) members of the Columbarium Committee. Approval by the Columbarium Committee may be obtained by telephonic, electronic or other means in the event there is not sufficient time for the Columbarium Committee to meet. The Columbarium Committee shall assign the location of the purchased niche after giving consideration to the request of the person applying for the niche and the location of niches of other family members.

Each niche may be utilized for interment of one or two urns. The charge for purchase of a niche shall be determined from time to time by the Columbarium Committee and the EAMC BOG, with the initial charge for a niche and two urns being \$2,350.00 and the initial charge for a niche and one urn being \$2,200.00. The purchaser of a niche and one urn may purchase an additional urn to be used in the niche by submitting an application for approval and upon payment of an additional \$150.00. These fees may be changed in the future if approved by the Columbarium Committee and the EAMC BOG. Once an application is submitted the current fees in effect at that time shall apply. The fees do not include the cost of cremation or transportation of cremains to the Columbarium for inurnment.

Upon purchase of a niche, the applicant (hereinafter referred to as Owner) shall acquire an "ownership" interest which interest shall consist of the exclusive right to have human remains (restricted to the above-described persons) interred in the assigned niche and only in accordance with the terms, provisions, and restrictions contained herein. Purchase of a niche does not confer any rights, title or interest in real property except as specifically herein set forth for utilization of the assigned niche space. Upon approval of the above-described application and assignment of a niche, the Columbarium Committee shall execute the Niche Application/Purchase Agreement/Certificate which document shall then constitute the evidence of ownership for the described niche.

The Columbarium Committee shall determine the design and content of the wording to be placed on the front of each niche, which wording shall be the name or names of the interred person(s), dates of birth, and dates of death. All niches shall thereafter utilize the same design and content, with the Columbarium Committee being solely responsible for all engraving. No other plaques or designations may be placed on the niche or Columbarium structure. The urns and plaques are provided and the cost is included in the price paid for the niche. No substitutions are permitted.

### **Purchase of Memorial Plaques**

Notwithstanding the foregoing, a plaque may be placed on a memorial wall on the Columbarium structure to memorialize persons interred at other locations but who would be qualified for interment in a niche under this Program. Purchase of plaques shall be upon submission of an

application in the form as herein attached to the Columbarium Committee and approval subject to current charges in effect at that time. The Columbarium Committee shall determine the location and design of such memorial wall and the content and design of such plaque, with the content and design being consistent for all such plaques. The Columbarium Committee and the EAMC BOG shall determine a fee sufficient to cover the expense of obtaining, engraving and attaching such plaque. Location and placement of the plaque on the memorial wall shall be at the discretion of the Columbarium Committee.

### **Surrender, Removal, Abandonment**

**Surrender:** The Certificate Owner may elect to surrender the purchased niche if no cremated remains have ever been inurned in the assigned niche. In this case, the Certificate Owner must make the request in writing to the Columbarium Committee and upon approval will receive a refund of 75% of the original purchase price upon sale of the next niche.

**Removal:** After an urn is placed in a niche and except upon approval of the Columbarium Committee, the niche may not be opened except to place a second urn in the niche or for removal of an urn upon request and approval as set forth below.

**A.** Cremated remains are the property of the family or estate of the deceased. If the Certificate Owner of a niche, or family members of a person whose ashes are interred in a niche, desires to remove an urn from the niche, request shall be made in writing to the Columbarium Committee and accompanied by a Court Order. If cremains from one or both persons listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremated remains (including the urns), they must make written request accompanied by a Court Order with the expense of removal to be paid by the Certificate Owner of inurnment rights, and rights to the niche will then revert to EAMC and made available for re-sale with no compensation due to the Certificate Owner's estate.

**B.** In the event the Columbarium Committee and the EAMC BOG determine that the Columbarium requires repairs to maintain its integrity, the Certificate Owner agrees to permit the Columbarium Committee and EAMC the right to temporarily remove any cremains until those repairs are completed. The Columbarium Committee will notify the Certificate Owner, when possible, if no emergency exists, and explain that the urn(s) will be removed, where they will be kept temporarily, the repairs to be made and an estimate of when they will be returned to the Columbarium. The cost related to the removal for the necessary repairs will be the responsibility of the Columbarium Committee. If an emergency has occurred as determined by the Columbarium Committee and the EAMC BOG then as soon as possible, a Certificate Owner will be notified. Once the necessary repairs are completed the urn will be replaced in the appropriate niche.

**Abandonment:** It is the duty of an applicant to inform the Columbarium Committee and EAMC of their current address, telephone number(s) and email address and it is their duty to make any changes which shall be in writing. At the end of five (5) years from the date of purchase, if the owner or assigned family member's ashes are not interred in a niche, then and in that event a letter will be sent out requesting the applicant/owner contact the Columbarium Committee and

EAMC to verify confirmation of the letter, their address, telephone number and email address and their intent on using the niche as stated in their original application. If there is no response to the initial letter within 30 days of mailing, then a certified letter (return receipt) shall be sent to the Certificate Owner at the address last given stating that if there is no response given within 30 days from date of the attempt to deliver the certified letter that the niche will be considered to have been abandoned and will be available for re-sale and that no refund of the monies paid will be given. If there is a response, it shall be noted of any updated information, and the names of any additional contact individuals and a letter shall be sent to acknowledge this and, in the letter, it shall be noted that this process shall take place every five (5) years.

In the event of death – If the Columbarium Committee has notice/verification of death, then before 12 months after death, the Columbarium Committee shall forward notice to the Applicant or the person(s) that have been listed to contact, to request an update on the intent of the estate. In the event an urn has not been placed in a niche within three (3) years after the death of the person or both persons for whom the niche was purchased, the Columbarium Committee shall forward notice, by certified mail with return receipt requested addressed to the last known address of such persons, that the subject niche will be surrendered back to the Columbarium Committee unless the niche is utilized within ninety (90) days after posting of the notice. If the niche is not so utilized, the Columbarium Committee shall thereupon take control of the niche and resell the same with no compensation due to the Certificate Owner or the Certificate Owner's estate.

**The Contract and Certificate of Ownership is non-transferable.**

#### **Recording Keeping**

The Certificate Owner of inurnment rights or rights to place a memorial plaque has an obligation to and must keep the Columbarium Committee informed of an appropriate address and other information sufficient to contact such person. All Columbarium records shall be maintained and stored in an appropriate location at EAMC or at such other appropriate storage location and facility as shall be authorized and utilized for storage of other EAMC records.

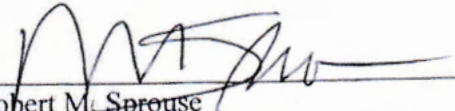
#### **Limitation of Liability**

EAMC and the Columbarium Committee will make reasonable precautions to protect the Certificate Owner from loss or damage but will not assume any liability for causes beyond their control including, but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. Loss or damage within the reasonable control of EAMC and the Columbarium Committee shall be limited to no more than the amount of the money paid for any contracted items. The Certificate Owners and/or their heirs and estate will assume the risk of the loss, destruction, or desecration of the cremains from any and all causes.

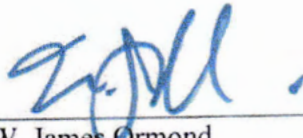
#### **Donations**

Any money received by Columbarium Committee other than for the purchase of a niche, memorial plaque or memorial bench will be termed a donation to the Columbarium.

Adopted by the Columbarium Committee this 9th day of September, 2024

  
\_\_\_\_\_  
Robert M. Sprouse  
Chairperson, Columbarium Committee

Approved by the EAMC Board of Governors this 9th day of September, 2024

  
\_\_\_\_\_  
W. James Ormond  
Chairperson, EAMC Board of Governors

This is to certify that I have been furnished a copy of the foregoing Policies and Procedures for the EAMC Columbarium and Memorial Prayer Garden. Upon obtaining a niche in the Columbarium, I agree to abide by these Policies and Procedures and the rules that may exist from time to time for utilization of the Columbarium. I acknowledge that these Policies and Procedures shall be attached to and be an integral part of my Certificate of Ownership of a niche in the Columbarium.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant



Please provide an alternate contact person:

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact phone: \_\_\_\_\_ Contact email: \_\_\_\_\_

Contact Relationship to Applicant: \_\_\_\_\_

Full payment is required with application. Attach check with application. Notification of approvals./denials will be sent by either mail or email. If the application is denied, your check will be returned to you at the address listed on this application. By your signature, you agree to the terms of the Columbarium Policies and Procedures and consent that all decisions of acceptance or denial is within the sole discretion of the Columbarium Committee as approved by the Board of Governors of Emma Anderson Memorial Chapel.

**Purchaser's preferred Plaque Faceplate # from those available as shown on attached sketch is # \_\_\_\_\_**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized Representative of EAMC (to be filled in by the Columbarium Committee)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Application and payment to be mailed to:  
EAMC | 1040 South Anderson Blvd. | Topsail Beach, NC 28445  
ATTN: Columbarium Committee**

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**For Columbarium Committee Use Only**

Approved \_\_\_\_\_  
Initial & Date

Denied \_\_\_\_\_ (enter reason below)  
Initial & Date

Payment Received \_\_\_\_\_  
Initial & Date

Reason Denied: \_\_\_\_\_

Plaque Ordered \_\_\_\_\_  
Initial & Date

Plaque Installed \_\_\_\_\_  
Initial & Date



Emma Anderson Memorial Chapel  
Columbarium and Memorial Prayer Garden  
1040 South Anderson Blvd, Topsail Beach, NC