

The Church of the Ascension
in the City of New York
Fifth Avenue at Tenth Street

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RULES AND REGULATIONS OF THE TOWER COLUMBARIUM OF THE CHURCH OF THE ASCENSION IN THE CITY OF NEW YORK

1. **APPLICABILITY OF RULES**. These Rules and Regulations are binding upon (a) one or more individuals (a "Holder" or "Holders") who have been granted and hold a Certificate of Right of Inurnment (a "Certificate") in the Tower Columbarium of The Church of the Ascension (the "Columbarium") by the Rector and Vestry of The Church of the Ascension in the City of New York (the "Church"), (b) the executor, administrator, trustee or other legal representative of a deceased Holder, and (c) any transferee, legatee, trust beneficiary or heir of a Holder to whom a Certificate is assigned and transferred on the records of the Columbarium pursuant to these Rules and Regulations. These Rules and Regulations also are binding upon (d) the surviving spouse, next-of-kin, designated agent under Public Health Law Section 4201, executor, administrator, trustee or other legal representative of an individual whose cremated remains are designated by a Holder of a Certificate to be inurned in the Columbarium or have been inurned in the Columbarium.

2. **DESIGNATION FOR INURNMENT**. The Church shall have sole discretion as to the individuals, other than the Holder(s) and other persons designated on the application, whose cremated remains may be inurned in the Columbarium. In every instance, the written permission of the Church must be granted before cremated remains of any individual may be placed in an urn in any niche in the Columbarium. A Holder may designate the name of each individual whose cremated remains the Holder may wish to be inurned in a niche in the Columbarium referred to in the Certificate of that Holder, but that designation will not bind the Church to accede to it. If the Church withholds permission, then the Holder or the Holder's successors or assigns may elect to voluntarily surrender the niche and the right of inurnment.

3. **POST MORTEM TRANSFER OF CERTIFICATES**. Upon the death of a Holder, the Certificate may be transferred to any individual (a "Holder") identified in a duly probated will of the deceased Holder, or, in the absence of any identification of a successor Holder in such a will, to any individual (a "Holder") identified in an agreement or declaration of trust of the deceased Holder, or, in the absence of any identification of a successor Holder in such a trust or such a will, to the individuals ("Holders") believed by the Church to be the heir or the heirs of the deceased Holder under the law of intestate succession of the jurisdiction in which the deceased Holder was domiciled. The transfer of a Certificate on the books of the Columbarium and the issuance of a new Certificate to the legatee, beneficiary or heir of the deceased Holder shall be effectuated upon delivery to the Church of the Certificate, which shall be cancelled, an instrument of assignment signed by the executor, trustee or administrator of the deceased Holder and customary evidence of authority of the legal representative of the deceased Holder, and upon placing those instruments and documents in the Columbarium File.

4. **RIGHTS OF HOLDERS**. All individuals identified as Holders in these Rules and Regulations shall have the same rights and shall be bound by all the terms and conditions of these Rules and Regulations.

5. **NO PROPERTY RIGHTS**. Neither the Certificate nor any payment made by a Holder in exchange for a Certificate confers upon a Holder any property rights in the Columbarium or in any niche referred to in the Certificate or otherwise.

6. **MANAGEMENT OF THE COLUMBARIUM**. The Church is vested with the sole right to control and manage the use and maintenance of the Columbarium and the niches in the Columbarium.

7. **AMENDMENT OF RULES**. The terms of these Rules may be modified, varied, amended or altered at any time at the sole discretion of the Church.

8. **URNS**. The Church supplies uniformly sized urns for the Columbarium. No other urns may be placed in a niche in the Columbarium.

9. **VAULTS AND NICHE**. Space capacity in a Vault is two urns. The space for each urn is a "Niche" in the Vault. A complete Vault may be purchased whether or not all the Niches therein are required, or individual Niches may be purchased. If purchasing individual Niches (and not a complete Vault), the Holder(s) agree that the remaining Niche in a Vault is available for purchase by unrelated parties, whose urn would then share the Vault.

10. **PRICE OF NICHE and RIGHT OF INURNMENT**. The price for each niche, inclusive of the urn, the services of placing the cremated remains of an individual in an urn, accurately labeling the urn with the name of that individual, and the service of placing the urn in a niche in the Columbarium (an "inurnment") is the "Price of Niche," as set forth in the attached current schedule. There will be a separate price and charge for engraving the wooden plaque on the exterior of the vault, to be determined at the time the engraving is done. Not included in the "price of niche" are those additional charges by the Church for conducting a funeral liturgy, memorial service, reception and related services.

11. **PAYMENT OF PRICES**. The Price of Niche and Right of Inurnment is payable to The Church of the Ascension. No inurnment may take place until the full price has been paid or otherwise secured to the satisfaction of the Church. The Church reserves the right to change the Price of Niche and Right of Inurnment from time to time by amending the schedule of prices, but no such change will affect existing Certificates. The Church may amend the schedule of prices to permit payment of the Price of Niche by installment payments over a specified period of time. If at the time of inurnment there are unpaid installments, the Church may withhold inurnment until the remaining installments are paid, or until the personal representative of the deceased agrees in writing to assume the obligation to pay the remaining installments.

12. **ENGRAVING**. Subsequent to inurnment, names and dates must be engraved on the face plate of each vault. The type and size of lettering and date numbers are subject to the absolute control of the Church. The representative of the individual whose cremated remains are inurned in the niche and, if different, the Holder of the Certificate for that niche shall be charged with the actual cost of engraving and are obligated to pay the billed amount upon receipt of a statement from the engraver. The Church may require a deposit for the estimated cost of engraving before allowing an inurnment to proceed.

13. **NO COMMISSIONS, BONUSES OR REBATES**. The Church shall not pay to any person (other than its supervised employee) or to any firm or corporation any commission, bonus, rebate or other thing of value for the sale of a Certificate or the furnishing of service, merchandise, wares, goods or articles in connection with the operation of the Columbarium.

14. **DELIVERY OF CREMATED REMAINS**. Cremated remains are primarily calcium fragments which are pulverized for placement in a small receptacle. Following cremation, cremated remains should be placed in a temporary container that should be brought to the Church for transfer into an urn. If the capacity of the urn is insufficient to accommodate all of the cremated remains of an individual, then the Church will ask the representative of that individual either to collect the excess remains in the temporary container from the Church or to release the Church to dispose of any excess remains in a lawful manner deemed proper by the Church. Only human remains may be inurned, but if space permits, tokens and mementos may be included in the urn or niche.

15. **COLUMBARIUM FILE**. The Church will maintain on its premises adjacent to the Columbarium a Columbarium File, into which duplicate originals of all Applications and Certificates, copies of instruments of transfer or assignment of Certificates by living Holders or by legal representatives of deceased Holders, cancelled Certificates, a plan including the location and identifying number of each niche and the names of the individuals whose cremated remains are inurned in each niche, an alphabetical list of the names and addresses of Holders, an alphabetical list of the names of the individuals whose cremated remains are inurned in the Columbarium, a price list, and any other documents pertaining to the operation and contents of the Columbarium will be placed.

16. **ACTIONS OF CO-HOLDERS**. If there are co-Holders of a Certificate, the Church may rely upon the action taken under these Rules and Regulations by a co-Holder, which shall be binding upon the other co-Holder or co-Holders, unless the Church has received written direction to the contrary from the other co-Holder or co-Holders. All co-Holders hereby consent and agree to be bound by the final determination of the Church in resolving any conflicting directions.

17. **LIMITATION OF LIABILITY**. The Church will endeavor to exercise reasonable care in the operation and maintenance of the Columbarium. The Rector and Vestry of the Church, and the members, clergy, officers, employees or agents of the Church shall have no liability of any kind or character whatsoever for the maintenance or preservation of the cremated remains of any individual inurned in the Columbarium or for any loss or damage to the urns or cremated remains of those deceased individuals, nor for any manner or thing relating to the Columbarium, its use or subsequent maintenance.

18. **TERMINATION OF COLUMBARIUM**. The right of inurnment represented by each Certificate shall continue in effect only so long as the present Church edifice remains standing and is owned by the Church. In the event of the destruction or demolition of said edifice, or its sale by the Church, the right of inurnment in the Columbarium represented by each Certificate

shall cease. The Church will endeavor to give written notice of the cessation of the right of inurnment to the Holders and to the surviving spouse, designated agent under Public Health Law Section 4201 or next of kin of individuals whose cremated remains are inurned in the Columbarium, at their last known addresses in the Columbarium File or in the records of the Church. The Holder, surviving spouse or next of kin shall have the right to remove the urn containing the cremated remains from the Columbarium within ninety days after the date of the notice. If the Holder, surviving spouse, designated agent under Public Health Law Section 4201 or next of kin do not remove the urn containing the cremated remains within that ninety day period, the Church shall have the right to remove the urns containing the cremated remains from the Columbarium and to dispose of them in a proper and lawful manner.

19. **RECONFIGURATION OF THE COLUMBARIUM.** The Church reserves the right to enlarge or remodel the Columbarium or to remove the Columbarium and build a new columbarium in a new location. If any such event affects a niche referred to in a Certificate, the Church shall substitute for the niche a niche of substantially like size and character. If the Church substitutes a new niche for an existing niche, the Holder shall have the same rights in the substituted niche as are granted by the Certificate and these Rules and Regulations in the existing niche, and the Church will issue a new Certificate reflecting the change.

20. **REMOVAL OF CREMATED REMAINS.** Cremated remains may be removed from a niche in the Columbarium with the signed written consent of the Church, the signed written consent of all living Holders of the Certificate, and the signed written consent of the persons believed by the Church to be or to represent the surviving spouse, designated agent under Public Health Law Section 4201 or the next of kin of the individual whose cremated remains are to be removed.

21. **VOLUNTARY SURRENDER OF RIGHT OF INURNMENT.** The right of inurnment in a vault or niche may be voluntarily surrendered in any of the following ways:

A. By the Holder(s) during his/her/their lifetimes and before any cremated remains have been inurned in the vault or niche, by written notice to the Church;

B. By the Holder(s) during his/her/their lifetimes and after any cremated remains have been inurned in the vault or niche, by written notice to the Church;

C. After a Holder's death, the removal of any cremated remains as provided in Paragraph 20 will be deemed to be a voluntary surrender;

D. After a Holder's death, if the person designated by the Holder for inurnment notifies the Church in writing that he/she does not intend to be inurned in the niche, such notice will be deemed a voluntary surrender;

E. After a Holder's death, if the person designated by the Holder for inurnment dies or has died and is interred elsewhere, such interment will be deemed to be a voluntary

surrender or abandonment under Paragraph 22, unless the person designated in accordance with Paragraph 2, prior to such interment elsewhere, designates another person for inurnment and such designation is approved by the Church.

If a voluntary surrender arises as a result of the circumstances described in the last sentence of Paragraph 2, then the Holder(s) shall be entitled to re-imbursement of the cost of the surrendered space without interest. In all other instances of voluntary surrender, it shall be solely within the absolute discretion of the Church to make any reimbursement of costs for surrendered space, in whole or in part, or by incremental or conditional payments, taking into consideration such factors as the finances of the Church at the time and the ability to re-sell the space.

22. **ABANDONMENT**. If the Church knows that the Holder(s) and all designated persons on the Certificate have died and have had alternative dispositions made of their remains, or if six (6) years have elapsed since the death of the last Holder and no request for inurnment or transfer of the Certificate has been made in that time, and there have been no inurnments in the niche, the Church may declare the niche to have been abandoned and may offer it for sale to a new Holder. The Church will have no obligation to make reimbursement of costs to the estate or heirs of the Holder(s).

23. **PROCEDURES FOR INURNMENT**. At the time of death or subsequently, a Holder or a Holder's surviving spouse, designated agent under Public Health Law Section 4201, next of kin or legal representative must request inurnment by writing to the Church. Upon mutual agreement, a date and time will be reserved on the calendar of the Church. With the approval of the Rector, funeral or memorial services preceding an inurnment may be held at the Church or a simple committal may take place after services elsewhere. Clergy who will officiate at the funeral or memorial service or the placing of the urn in the niche must be appointed or approved by the Rector of the Church.

24. **VISITATION**. Visitation is permitted during daily hours when the Church is open. Placement of flowers or other ornamentation is restricted to temporary and disposable articles which the employees of the Church may remove at their discretion.

25. **COMMUNICATIONS**. Any notices required by these Rules and Regulations, and any correspondence, inquiries, or other communications relating to the Columbarium must be sent to the Rector, with a copy addressed to the Wardens of the Church.



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The Tower Columbarium

Vault Fee Schedule

For The Fifth Avenue Entrance Columbarium

Vaults are available at the following price ranges depending on their location within the Columbarium. Double capacity Each vault is double capacity and can accommodate two urns (the inurned remains of either one or two persons.) Prices are offered at:

	Members of The Church of the Ascension	Non-Members of The Church of the Ascension
ROWS 1-4 (vaults 1-48)	$10,000 per vault ($5,000 per niche)	$12,000 per vault ($6,000 per niche)
ROWS 5-6 (vaults 49-72)	$8,000 per vault ($4,000 per niche)	$10,000 per vault ($5,000 per niche)
ROWS 7-8 (vaults 73-96)	$6,000 per vault ($3,000 per niche)	$8,000 per vault ($4,000 per niche))

Each vault contains 2 niches with provided urns. Assignment of a specific vault will be made by the Church when the Certificate of Inurnment is issued.

You may pay in full immediately or in equal annual installments. The payments may be made over a period of three (3) years, with the first payment due on application and the remaining payments due each January 1st.

If there are unpaid installments at the time of death, the church may withhold an inurnment until the balance is paid or guaranteed.

Chart of Vault Numbers
See"Vault Availability"

(Updated 1 January 2016)



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APPLICATION FOR CERTIFICATE OF RIGHT OF INURNMENT

IN THE TOWER COLUMBARIUM OF THE CHURCH OF THE ASCENSION IN THE CITY OF NEW YORK

I apply to the Vestry of The Church of the Ascension for a Certificate of Right of Inurnment in the Columbarium:

1. Name of Applicant: _____
2. Residence Address: _____
3. Business Address: _____
4. Telephone number: _____
5. E-Mail Address: _____
6. Affiliation with The Church of the Ascension: _____
7. Affiliation with other churches: _____
8. Date and Place of Birth: _____
9. Date of Will/Inter Vivos Trust: _____
10. Name and address of Attorney for Will/Inter Vivos Trust:

    _____

    _____

11. Name and address of Executor/Trustee:

    _____

    _____

12. Name and Relationship of person authorized under New York PHL Section 4201:

_____

_____

13. Address of person authorized under New York PHL Section 4201:

_____

_____

The urn and niche which will be covered by the Certificate of Right of Inurnment is hereby designated for the cremated remains of the following individual:

Requested Vault*: _____ ☐ One (1) Niche ☐ Both (2) Niches

Name _____

Date of Birth _____

☐ I am interested in a plan for paying in equal installments.

If the Vestry of The Church of the Ascension grants this application, a Certificate of Right of Inurnment will be issued to the Applicant or Applicants after full payment of the Price of Niche and Right of Inurnment is received by the Church. Upon receipt of a Certificate of Right of Inurnment, the Applicant or Applicants will become a Holder or co-Holders, as those terms are used in the Rules and Regulations of the Columbarium of The Church of the Ascension. In the case of a voluntary surrender of a niche, the Church retains discretion as to the amount to be refunded for the price of the niche, but at least 25% shall be retained by the church. The Applicant or Applicants acknowledge having received and having read the Rules and Regulations of the Tower Columbarium of The Church of the Ascension.

Signature of Applicant _____

Witness _____

Date _____

I would be interested in speaking with someone about:

☐ Funeral Service
☐ Funeral Home Recommendations
☐ Funeral Directives
☐ Creating a Will
☐ Planned Giving Options
☐ Other

Explanations for Lines 9-13 in the Certificate

Lines 90 through 13 in the Certificate are about legal contacts. If you have a will or trust, list the date and the lawyer who prepared it. The executor or trustee is the person who handles your estate after death. The New York Public Health Law person is the person legally authorized to make funeral and burial decisions. If you're unsure about any of these, you can leave them blank or write "unknown."

9. ***Date of Will/Inter Vivos Trust:***

   Date of Will / Inter Vivos Trust

   This asks for the **date the person's last will or living trust was signed**.

   - **Will**: A legal document stating how a person's property and affairs should be handled after death.
   - **Inter Vivos Trust** (also called a **living trust**): A trust created during a person's lifetime ("inter vivos" = "between the living").

   What to tell people:

   If you have a will or living trust, write the date it was signed. If you do not have one, you can leave this blank or write "None."

10. ***Name and address of Attorney for Will/Inter Vivos Trust:***

    Name and Address of Attorney for Will / Inter Vivos Trust

    This refers to the **lawyer who prepared the will or trust**.

    This is mostly included in case the church or family later needs to locate the legal document.

    What to tell people:

    If a lawyer helped prepare your will or trust, write their name and office address. If you don't have one or don't remember, you can leave it blank.

11. **Name and address of Executor/Trustee:**

    Name and Address of Executor / Trustee

    This is the **person responsible for handling the estate**.

    - **Executor** – the person named in a **will** to carry out the instructions.
    - **Trustee** – the person managing a **trust**.

    What to tell people:

    Write the name and address of the person you have appointed to handle your estate (the executor of your will or trustee of your trust).

12. **Name and Relationship of person authorized under New York PHL Section 4201:**

    Name and Relationship of person authorized under New York PHL Section 4201

    This refers to **New York Public Health Law §4201**, which determines **who has the legal authority to control funeral arrangements and disposition of remains** (burial, cremation, inurnment, etc.).

    If someone is **designated in writing**, that person has authority. If not, the law defaults to a priority order (spouse, adult children, parents, etc.).

    They should list:

    - The person's **name**
    - Their **relationship** (spouse, daughter, friend, etc.)

    What to tell people:

    This is the person legally authorized to make decisions about your funeral arrangements and the disposition of your remains under New York law.

13. **Address of person authorized under New York PHL Section 4201:**

    Address of person authorized under New York PHL Section 4201

    Simply the **mailing address of the person listed above**.

    This helps the church contact the legally responsible person if needed.

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* If the requested vault is not available you will be assisted in making another selection.