

Policies, Rules and Regulations for the Memorial Columbarium of Olivet Beacon of Light Lutheran Church

2100 Bainbridge Street, La Crosse, Wisconsin 54603
(Effective September 1, 2016)

I. PURPOSE

Olivet Beacon of Light Lutheran Church and its members share in the many joys and concerns of life and of death. Historically, churches have provided a final resting place for the deceased—either in an associated cemetery or in a church building. In lieu of in-ground burial, now Church members increasingly select cremation; thus, Olivet Beacon of Light Lutheran Church provides a Columbarium for dignified placement of earthly remains after cremation. Cremation and inurnment in a columbarium are theologically appropriate in the Olivet tradition and in many other Christian traditions. The Columbarium provides continuing Christian reverence, respect, and honor to the deceased.

II. DEFINITIONS

- a. **Church:** As used herein, refers to Olivet Beacon of Light Lutheran Church.
- b. **Columbarium:** A structure constructed for permanent placement of the cremated remains (cremains) of deceased persons. The Columbarium is located on the grounds of the Church at 2100 Bainbridge Street, La Crosse, Wisconsin.
- c. **Decedent:** The person whose cremains are placed in a sealed urn for inurnment in a niche.
- d. **Niche:** One of several spaces in a Columbarium, each niche is 12” x 12” x 12” and will accommodate one or two urns in which cremains are placed; each niche is covered by a stone faceplate upon which an identifying inscription is engraved. The exclusive authorized purpose of a niche is the placement of not more than two urns containing cremated remains.
- e. **Urn:** Permanent container supplied or approved by the Church, for size and durability, in which cremains of the Decedent are placed and sealed.
- f. **Inurnment:** The religious ceremony conducted by a pastor of the Church in which a sealed urn containing cremains is placed in a niche. Inurnment is comparable to an in-ground cemetery graveside committal service.
- g. **Subscriber:** The person who acquires usage rights to a niche through full payment of the stated fee. The Subscriber’s usage rights are evidenced by an Application and Certificate of Reservation issued to the Subscriber by the Church.
- h. **Application and Certificate of Reservation:** The document issued by the Church granting rights to inurn cremains of one or two persons in one niche. Upon completing an Application and making full payment of the niche

subscription fee, the Church shall issue a Certificate of Reservation confirming the niche that has been reserved by the Subscriber.

III. GOVERNANCE

- a. **Columbarium Committee:** The Columbarium Committee (hereinafter “Committee”) administers, operates and maintains the Columbarium under a delegation of authority from the Leadership Team.
- b. **Committee Membership and Appointment:** The Committee shall consist of five (5) persons, all of whom shall be members of the Church. Committee members shall serve for at least one year and no more than five years.
- c. **Committee Functions and Duties:** The Committee shall have authority to:
 - i. Elect its own Chairman, Vice Chairman, and Secretary.
 - ii. Set meetings according to need as Applications to Purchase a Right of Inurnment are received.
 - iii. Suggest procedural changes, subject to approval of 3/5 of the members of the Committee.
 - iv. Receive proceeds from the sales of niches and make disbursements or pay expenditures, subject to accounting for such financial transactions to the Leadership Team upon request, using accounts with designated financial institutions.
 - v. Generally administer, operate and maintain the Columbarium consistent with these Rules, Policies, and Regulations and the physical plans submitted to and approved by the Leadership Team, maintaining all records and documentation relating to the Columbarium, the sale of niches, and all inurnments in the Columbarium.

IV. INURNMENT

- a. **Subject to Laws:** In addition to these Policies, Rules and Regulations, inurnments and removals are subject to all applicable federal, state, and local laws and/or regulations. Wisconsin law exempts columbarium facilities owned and operated by churches from state cemetery statutes. Wis. Stats. Sec. 157.123(2).
- b. **Eligibility:** Inurnment in the Columbarium is available to any member of the Church, spouses, children, grandchildren, parents or siblings of a member of the Church, or any person with strong ties to the Church as approved by the Columbarium Committee.
- c. **Acquiring the Right of Inurnment:** A Subscriber may acquire the right of inurnment for an eligible Decedent in a Columbarium niche, from those niches that are available at the time, by completing an Application for Reservation and paying the Subscription Fee when the Application is executed by the Subscriber

- and the Church. This right of inurnment in a niche does not create ownership or title to the Columbarium physical space to the Subscriber or the Decedent's heirs.
- d. Subscription Fee:** Acquisition of a niche requires a one-time fee paid when the Application for Reservation is executed by the Subscriber. The current fee per niche is \$775. Said fee is guaranteed until November 30, 2016. This fee may be changed by the Committee should the costs related to the columbarium purchase change. Inurnment is not permitted without payment of the full subscription fee. This fee provides for the subscription fee plus perpetual care of the Columbarium by the Church. The fee does not include the cost of engraving the niche frontal plate, to be determined at the time of engraving. Likewise, the fee does not cover the opening and closing of the niche which will be \$100 per event. Lastly, the fee does not provide for the urn cost, or any off-church premises expenses, such as mortuary, cremation and transportation of the cremains to the site.
 - e. Capacity:** Each niche is 12" x 12" x 12" and may accommodate two urns of a maximum size specified by the Church. If an Application for Reservation is originally issued in the name of only one Decedent, the Subscriber (or representative thereof) may request the Church at a later date to issue a supplemental Application identifying a second eligible Decedent.
 - f. Permits:** The Church is never responsible for acquiring any permits for cremation and/or inurnment required by applicable federal, state, or local laws. Such permits must be obtained by the niche Subscriber, the Decedent's representative, or the attending mortuary.
 - g. Committal Service and Inurnment:** A Church religious committal service is required for inurnment. The committal service shall be at the convenience of the Church and the family of the deceased to be inurned. An Inurnment Order Form must be completed and signed by the Subscriber (or representative thereof) prior to inurnment. The pastor or Church office will assist with execution of this form. The Church pastor shall have complete authority for the committal service.
 - h. Flowers, Ornaments and Decorations:** Flowers are permitted adjacent to the Columbarium during a committal service only. Otherwise, no flowers or plants shall be placed at the Columbarium. The Church will provide appropriate landscaping for the entire Memorial Garden. No other toys, signs or personal items shall be placed on or near the Columbarium and may be removed by the Church without notice to the owner and without liability.
 - i. Inscription:** The Church hereby specifies the standard inscription for the niche faceplate—consisting only of name, date of birth, and date of death. A military designation may be included consisting of the branch of the military and war served in. The Church shall specify the inscription font and size. Arrangements for the inscription will be made by the Church. Name(s) and dates will be taken from the Inurnment Order Form completed by the Subscriber (or representative thereof) prior to the engraving. The Church shall be responsible only for such

errors in the inscription that may be made by the party doing the inscription which deviates from the Inurnment Order Form.

- j. Identification of Cremains:** The Church and its employees shall not be responsible or liable for the identification of the cremains of any person at the time of inurnment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record to be inurned in the specific niche. The attending mortuary is responsible for identification of the deceased and statement of the date of death. The attending mortuary shall deliver the sealed urn containing cremains to the Church for inurnment, in coordination with clergy and the Columbarium Committee.
- k. Removal:** Cremains remain the property of the family or the estate of the deceased. If cremains from the person listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the Church, with no compensation due to the owner's estate.

V. ADMINISTRATION

- a. Accounting:** The Church receives all Columbarium-related payments and disburses all expenditures in an account known as the "Columbarium Fund" which is separate from other Church funds or accounts. Appropriate annual audits and reviews shall be performed in accordance with the Church's regular accounting procedures. Surplus generated after all construction-related payments and ongoing operational expenditures have been satisfied will remain in the Columbarium Fund.
- b. Continuance:** If the Columbarium is destroyed or the Church should cease to be used by a congregation of the Olivet Beacon of Light Lutheran Church, the Church at its sole legally consistent discretion shall cause cremains inurned in the Columbarium to be reinterred in another columbarium, cemetery, or place of burial. The Church shall notify a representative of Decedents and Subscribers of unused niches of such removal and relocation.
- c. Security of Cremains:** The Church shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The Subscriber assumes the risk of the loss, destruction or desecration of cremains from any or all other causes.
- d. Prohibited Transfer of Rights:** All rights acquired by subscription of a niche shall be specific to that Subscriber only, as identified in the Application for Reservation for the named Decedent(s), and shall not be assignable or transferable by unilateral act of that Subscriber.
- e. Termination of Niche Usage:** The Subscriber (or representative thereof) may, prior to inurnment, notify the Church to terminate acquired usage of the niche. Upon approval of the Columbarium Committee, the Subscriber will surrender

- their Certificate of Reservation and the Church will refund the Subscriber's niche fee without interest and will cancel the Application for Reservation. If cremains from the person listed on the Certificate have been inurned in their niche and the survivors wish to remove all the cremains, rights to the niche will revert to the Church, with no compensation due to the owner's estate. The Church may offer the relinquished niche for subscription.
- f. **Subscriber Addresses:** The Subscriber (or representative thereof) of a niche is responsible to advise the Church in writing of a change in address and of changes or additions in other methods of contact.
 - g. **Expiration of Usage Rights:** If a niche is not used within ten years of subscription of that niche and the Subscriber (or representative thereof) does not respond to the Church's diligent effort to contact—occurring in the tenth year—then the Church shall regain control of the niche by cancelling the Certificate of Inurnment Rights. The Church may offer the regained niche for subscription.
 - h. **Amendment of Policies:** Policies may be amended at any time by the Church Leadership Team, in so far as such policies are consistent with applicable law.

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