



The Diocese of Fond du Lac

The Episcopal Church in northeast Wisconsin

MEMO

To: Congregations with columbaria or considering installation
From: The Rt. Rev. Matthew Gunter, Bishop of Fond du Lac
Date: May 15, 2018
Re: Columbaria Processes and Forms

The Diocesan Office is providing this information about installation of columbaria following review by the Diocesan Chancellor. These are best practices congregations should follow.

- The State of Wisconsin Department of Safety and Professional regulates columbaria under statute 157.123. To be a columbarium and not considered a mausoleum or cemetery, the following must be met: (a) located on church property; (b) be perpetually kept and maintained; (c) if the church closes, relocate the urns appropriately. In addition, the church needs to hold a care fund holding at least 25 percent of each payment of principal received until the care fund equals 25 percent of the cost of constructing the columbarium. The care fund and any income from investment of the care fund may be used only to maintain the columbarium.

Each year Form 1787 must be filed with the department, including a notarized statement of compliance with the funding requirements.

- Local regulators (e.g. county and municipality) should be contacted and informed of the columbarium. Zoning ordinances or health regulations may be applicable. Call the planning/zoning department and the health department. Many locales have no regulations, but regulators appreciate being informed. Please know that some municipalities have been actively working to prevent columbaria from being erected.
- The columbarium should always be operated under the auspices of the congregation's Vestry.

A model By-Laws and Agreement are available at diofdl.org/documents. If you would like Word files of these documents, please contact the Diocesan Office. If you have such documents already in place these should be **reviewed** to see if they are consistent. If you do not have such documents in place, please propose such at your next Vestry meeting for approval. Please **make a copy** of approved documents and mail them to the Diocesan Office for our files.

Z:\Forms, Lists, Applications and Miscellaneous Documents\Forms, Licenses, Stuff You Fill Out\Columbarium Cover Memo.docx

Columbarium By-Laws
For
CHURCHNAMEHERE,
of the Diocese of Fond du Lac

The following By-Laws, duly adopted by the Rector, Wardens and Vestry of the **CHURCHNAMEHERE** (hereafter “Congregation”) govern the ownership, and operation of the Congregation’s columbarium (hereafter “Columbarium”).

1. **Name (optional).** The name of the Congregation’s Columbarium is **COLUMBARIUMNAMEHERE.**
2. **Management.** The Rector, Wardens and Vestry of the Church (hereafter, "the Vestry") shall have the right and obligation to manage the Columbarium. The Vestry, however, may assign management and operation of the Columbarium to a committee of the Vestry.
3. **Purchase of Use of Plot.** Any current or former member of the Congregation, any person acting on behalf of any current or former member and any person acting on behalf of the estate of a deceased member may purchase the use of one or more Columbarium plots for the internment of the cremated remains of any person, whether or not a member of the Congregation, whose burial is desired by the purchaser. Such purchase is valid only upon entry of a written agreement between the Vestry and the purchaser.
4. **Payment for use of Plot.** Payment for use of a Columbarium plot shall be in an amount and manner approved by the Vestry. Columbarium plots may be assigned and markers ordered only after the Vestry has received payment in full.
5. **Title to Plots.** The entry of an agreement for use of a plot and the making of a payment for such use of Columbarium plots do not convey to the purchaser any ownership rights in any plot or the Columbarium. The grant of a right to use a Columbarium plot does not grant to the purchaser any ownership interest in any plot or in any space in the Columbarium or the Congregation.
6. **Payment for markers and for opening and closing of Plots.** The purchaser shall pay for the actual cost of any requested Columbarium marker including lettering, legends and markings and for the opening and closing of any plot ordered by purchaser. All such charges must be paid within thirty days of receipt of an invoice. No interment shall be permitted in, or engraved inscription made upon, the marker of any plot until the fee for such has been paid in full, except by special written consent of the Vestry.
7. **Use of Plots.** The use of each Columbarium plot shall be limited to the cremated remains of one or two, but not more, persons. Such cremated remains shall be interred in the Columbarium plot in urns. The material, design, construction, type, size, shape, character of such urns shall be subject to the absolute and sole control of the Vestry.
8. **Contents of Plot.** The contents of Columbarium plots are limited to cremated remains and an urn.
9. **Size of Urn.** No urn may be used in the Columbarium which exceeds 10 x 20 x 15 inches.
10. **Plot markers.** Columbarium plot markers and designations, including all materials and letterings, legends, and markings thereon, shall conform in all respects to standards approved by the Vestry and are subject to rejection by the Vestry in its sole discretion. Markers used in the Columbarium must be ordered through the Congregation.
11. **Maintenance.** The Vestry may use payments made for the use of Columbarium plots for any lawful purpose, including uses unrelated to the Columbarium. Although the Vestry intends to maintain the Columbarium, the Vestry assumes no liability or responsibility for the maintenance of the

Columbarium, for the preservation or loss of, or damage to, any urn placed or the remains of any person interred, in the Columbarium, or for any matter or thing relating to the Columbarium.

12. **Change of Designee.** The purchaser, or a person accepted by the Vestry as the purchaser's successor, may change the designee (the person whose cremated remains are to be interred) by writing accepted by the Vestry. The purchaser or the purchaser's successor may also change the designee by Last Will and Testament.
13. **Lapse and Termination of Rights after 50 years.** If a Columbarium plot is not used within 50 years after the date of the Purchase Agreement between the purchaser and the Vestry, such Agreement shall terminate, all rights under such Agreement shall lapse, and all rights, include the right to use the plot, shall revert to the Vestry.
14. **Religious services.** All religious services associated with the Columbarium must be in conformity with *The Book of Common Prayer*; otherwise such requires the permission of the Bishop. All such services will be arranged and scheduled by the Congregation's rector. A priest or deacon of the Congregation, if available, will officiate. If the designee desired, or the family of the designee desires, the participation of another cleric in the service, such must be approved by the rector before the invitation to the other minister may be extended.
15. **Decorations.** Flowers, plants, flags or other decorations may be placed in the Columbarium only in accordance with written guidelines established by the Vestry. Subject to conditions set by the Vestry, flowers and flags are allowed on plots containing the remains of Veterans. Graveside decorations on plots containing the remains of Veterans are limited to Memorial Day and Veterans' Day. Flowers which are placed on plots other than as set forth above are subject to removal.
16. **Insurance.** The Vestry may but is not required to insure the Columbarium or its contents and may name the Diocese of Fond du Lac, the Congregation or the Vestry as an insured under any such policy of insurance.
17. **Refusal to Inter.** The Vestry, subject to canon and civil law, may refuse to inter the cremated remains of any person, in which event the Vestry shall offer to refund and tender to the purchaser or successor all monies paid for use of the plot in which interment is refused.
18. **No pet remains.** The remains of pets are not allowed to be placed in any Columbarium plot, alone or with human remains.
19. **Change of Location or Termination of Columbarium.** The Vestry, in its sole discretion, may change the location of or terminate the use of all or any part of the Columbarium, in which event the Vestry shall remove the urns from any plot affected by such change or termination and arrange the placement of such urns in another plot or in another appropriate place as the Vestry may determine in its sole discretion. The Vestry in its discretion may move the Columbarium to another location if the Congregation moves from its present location and may substitute a plot of substantially similar size and character.
20. **Remodeling of Columbarium.** The Vestry in its discretion may enlarge or remodel the Columbarium at any time.
21. **Decorum.** The Columbarium is part of the Congregation property. All persons in or near the Columbarium are expected to conduct themselves accordingly.
22. **Purchaser's Change of address.** The purchaser and purchaser's successors are responsible for notifying the Congregation's office of any change of address or contact information.
23. **Amendment of By-Laws.** The Vestry may amend these By-Laws by a majority vote, a quorum being present.

COLUMBARIUM PURCHASE AND PLOT AGREEMENT

This Agreement is made this _____ day of _____, 20_____,
between **CHURCHNAMEANDCITY**, Wisconsin (hereinafter called, "the Church") and
(name of individual, hereinafter "the Purchaser") _____
whose address is _____

The Church hereby acknowledges receipt of the sum of _____ from the Purchaser
and hereby conveys the right to Purchaser to have placed in plot number _____ of the
Columbarium of the Church the cremated remains of _____

hereinafter "the Designee") subject to and upon the terms and conditions set in the Columbarium
By-Laws attached to this Agreement. Purchaser hereby acknowledges reading and understanding
the above Agreement and the attached Columbarium By-Laws which are made a part of this
Agreement.

CHURCHNAME

Purchaser

By: _____
(its authorized representative)

(printed name)

(printed name)

*This Agreement should be signed in triplicate, with one copy to the Church, one copy to the
Diocesan Office and one copy to the Purchaser.*