



## **CALVARY COLUMBARIUM BY-LAWS**

(approved by Calvary Council, March 10, 2015)

### **ARTICLE 1: DEFINITIONS OF TERMS USED HEREIN**

#### **1.1 The Church:**

“Church” shall refer to Calvary Lutheran Church, Grand Forks, North Dakota.

#### **1.2 Church Council:**

“Church Council” shall refer to the elected officers and leaders of Calvary Lutheran Church, Grand Forks, North Dakota.

#### **1.3 Pastor:**

“Pastor” shall refer to one of the pastors currently serving Calvary Lutheran Church.

#### **1.4 Columbarium:**

“Columbarium” shall refer to the dedicated facility of the Church containing Niches for the inurnment of cremated human remains.

#### **1.5 Cremains:**

“Cremains” shall refer to the ashes of cremated human remains.

#### **1.6 Inurnment:**

“Inurnment” shall refer to the placement of an urn containing cremains in their final resting place in a niche.

#### **1.7 Niche:**

“Niche” shall refer to an assigned space within the Columbarium wall where urn(s) containing cremains may be placed.

#### **1.8 Niche Front:**

“Niche Front” shall refer to the uniform, removable granite covering of the niche.

#### **1.9 Committee**

“Committee” shall refer to the Calvary Lutheran Church Columbarium Committee.

#### **1.10 Subscriber:**

“Subscriber” shall refer to the person or persons having rights to a niche, subject to these bylaws.



## **ARTICLE 2: THE COMMITTEE**

### **2.1 The Committee**

The Columbarium Committee of the Church shall be composed of one representative of the Church Council, a Pastor and three representatives of the congregation as appointed by the Church Council. Term of office on the Committee shall be three years. Committee members may be reappointed to another term but may not serve more than two consecutive terms. The Committee shall report to the Church Council and its policies, bylaws, and activities are subject to the approval of the Church Council.

### **2.2 Duties**

It shall be the duty of the Committee to maintain appropriate records of the Subscribers, niches reserved, persons whose cremains are to be inurned in each niche, appropriate biographical data with respect to each person whose cremains are inurned in each niche and such matters that may be deemed appropriate by the Committee.

## **ARTICLE 3: AUTHORITY**

The use and care of the Columbarium are subject to the authority of the Church Council. All rules and regulations as found in these bylaws are established by the Committee, which reserves the right to make, amend, and repeal such rules and regulations as it deems proper.

## **ARTICLE 4: OWNERSHIP**

**4.1** All Columbarium niches remain the property of Calvary Lutheran Church. Reservation of a niche and payment of the established fee entitles the Subscriber to the privilege of use of a niche in perpetuity, and not the right of ownership. Niches may not be assigned by anyone other than the Committee.

**4.2** If any niche is not used within 50(fifty) years of the purchase of inurnment rights and reasonable efforts have been made to locate the family of the Subscriber, the Committee will be free to reassign the niche.

## **ARTICLE 5: COLUMBARIUM RESTRICTED FUND**

All monies received from reservation of niches from both specified and unspecified gifts shall be deposited in a special account known as the Columbarium Restricted Fund and be overseen by the Church treasurer. Disbursement from this fund shall be at the sole authority and direction of the Committee.



## ARTICLE 6: GENERAL PROVISIONS

### 6.1 Subject to Laws:

Besides being subject to these bylaws, all inurnments and removals shall comply with all federal, state and local laws that are applicable to the church.

### 6.2 Eligibility:

Inurnment in the Columbarium will be available to:

- Members or former members of the Church, their spouse, parents, children or grandchildren by blood, marriage or adoption.
- Ordained ministers who have ever served as Pastors of the Church.
- Employees of the Church.
- Rostered clergy and commissioned Church workers of the Eastern North Dakota Synod of the ELCA and others, who, in the opinion of the Committee, Pastor, and Church Council have a sufficiently appropriate connection to the Church.

Exceptions may be made only by majority vote of the Committee.

The remains of pets are not allowed to be placed in any Columbarium niche alone or with human remains.

### 6.3 Arrangement for Inurnment:

A Calvary Pastor or his/her delegate shall have complete responsibility for all religious services and rites of committal. Sufficient and proper notices of intended inurnments shall be given to the Pastor, and only such religious services as the Pastor may conduct, or give permission for, may be performed at the site of the Columbarium or at the Church. The inurnment shall be in the manner directed by the Pastor.

### 6.4 Application for Inurnment:

Applications for inurnment must be made in writing by the Subscriber using the application forms supplied by the Committee. Once the applications have been accepted and the niche fee paid, a Certificate of Inurnment will be issued to the Subscriber.

The right to select an individual niche will be given to the Subscriber in the order in which applications with payment are received.



No inurnment shall be permitted in or engraved inscription made upon the niche front when the applicable reservation fee has not been fully paid or a copy of the Cremation Certificate received except by special consent of the Committee upon a circumstance and condition specifically approved thereby.

### **6.5 Responsibility and Identity:**

Neither the Church, the Committee, the clergy of the Church nor any other representative of the Church shall handle or hold any cremated remains except in an appropriate urn at the time of inurnment (and then only insofar as incidental to inurnment in the Columbarium) or be responsible for the identity of the person whose cremains are sought to be inurned or for any other irregularity or improper care with respect to such cremains.

### **6.6 Urns, Niche Fronts and Inscriptions:**

Inurnments in the niches may be made only in urns of the appropriate size approved by the Committee. All niches will have a uniform niche front attached to the outside face of the niche, which will be inscribed with the name of the deceased and date of birth and date of death. Cost of the standard urns provided by the Committee as well as the inscribed niche front shall be included in the purchase price of the niche.

### **6.7 Allowable Number of Occupants per Niche**

A maximum of two urns are allowed in each niche.

## **ARTICLE 7: DISURNMENTS, EXCHANGES AND REMOVALS:**

### **7.1 Removal of Cremains**

Removal of cremains is prohibited except in compliance with any applicable law and with the written consent of the Committee, which consent shall be given or withheld at the Committee's sole discretion based upon the circumstances presented. The niche cost will not be refunded and a reopening fee may be assessed.



## **7.2 Exchanges of Niche Location:**

The urn(s) and cremains occupying a particular niche and the niche front may be removed from their original location and reassigned to a different location in the Columbarium upon the urgent written request of a Subscriber but the relocation must have approval of the Committee. The Committee will carry out such relocation and a reopening fee may be assessed.

## **7.3 Movement of the Columbarium:**

In the event the Church is moved to another location or should it be necessary to move the Columbarium to another location on the Church property, it shall be the responsibility of the Church Council to provide facilities then existing for the repositing of the remains committed to its care. The Church Council shall exercise reasonable effort to locate and notify surviving heirs as to the new location.

## **7.4 Removal/Termination of the Columbarium**

In the event that the present Church edifice is demolished, or the ownership of the Church property is transferred by the Church or the Columbarium facilities are discontinued,

- a. The right to inurn shall terminate, and
- b. the Church Council, or its successors, shall exercise reasonable effort to locate and notify surviving heirs, and afford them the opportunity to remove the remains, and
- c. the Church Council, or its successors, shall not otherwise dispose of the urns within three(3) years after the Columbarium facilities are discontinued. After three years and if no other family arrangements have been made, it shall be the responsibility of the Church Council to locate an existing facility to reposit the remains committed to its care.



## **ARTICLE 8: FLOWERS, ORNAMENTS, DECORATIONS, REMEMBRANCES**

### **8.1 Flowers:**

The only flowers and plants that may be placed in the Columbarium at any time shall be those as directed or permitted by the Committee. Cut flowers provided by the family of the deceased will be permitted in the Columbarium on the day of and one day following inurnment.

### **8.2 Ornaments & Decorations:**

On the Columbarium grounds, the use of felt, crushed silk, satin, velvet or other cloth is prohibited. The placing of boxes, cans, shells, toys, wreaths, metal designs, ornaments, signs, cards, furniture, vases, pictures, artificial flowers, flags or any other article, embellishment, emblem or ornament shall not be permitted and, if so placed, the Committee reserves the right to have same removed and disposed of from the Columbarium grounds without notice or liability to the owner or persons placing the same.

### **8.3 Remembrance Items**

In a Niche, families may choose to include small remembrance items, either along with the urn or when no cremated remains are inurned. Remembrance items may include small personal articles or items placed in the niche as a memorial. Remembrance items may not include any item that will decay or spoil. Remembrance items may only be placed in the niche at the time of inurnment.

## **ARTICLE 9: INSCRIPTIONS:**

### **9.1 Uniformity of inscribing:**

The inscribing upon each niche front shall be of uniform size and style as determined by the Committee.

### **9.2 Conformity of Text:**

The inscription shall consist of no more than the name of the deceased, date of birth, and date of death. The format will be as directed by the Committee.

### **9.3 Correctness of Inscription:**



An inscription order form will be provided by the Committee to be acknowledged in writing and signed by the person authorized to do so. Arrangements for the engraving, in accordance the name and dates so furnished, will only be made by the Committee. The Church and the Committee shall be responsible only for such errors in the inscription as might be made by the engraver in deviation from the data as filled in on the completed inscription order form.

## **ARTICLE 10: CONDUCT OF PERSONS WITHIN THE COLUMBARIUM**

The Columbarium is considered a part of the Church and all persons entering the site of the Columbarium are expected to conduct themselves in accordance with customary good decorum as normally observed in any Lutheran Church and with the reverence normally observed on Holy Ground.

## **ARTICLE 11: PROTECTION AGAINST LOSS**

The Church may carry insurance for its own benefit upon the Columbarium and contents as the Church Council see fit; however, there is no obligation upon the Church or the Church Council or the Committee to provide any insurance for the benefit of niche right owners or heirs or other representatives thereof. Neither the Eastern North Dakota Synod of the ELCA nor the Church, or their clergy, Committees, councils, agents, employees or representative shall be liable for damage to or loss of inurned cremains. The Church shall, to no greater extent than it takes measures to protect its property at its current location, take precautions to protect within the Columbarium the interest of the Subscriber; but the Church distinctly shall not be responsible for loss or damage from causes beyond its control.

## **ARTICLE 12: CHANGE IN ADDRESS OF THE SUBSCRIBER**

It shall be the duty of the Subscriber of record, or the heirs, devisees, executors or administrators thereof, to notify the Church in writing of any change of address relevant to appropriate communications pertaining to the Niche. Notice sent to the Subscriber at the last address on file in the Church office shall be considered sufficient and proper legal notification for all purposes whether or not such purpose be specified in these rules.



## ARTICLE 13 TRANSFER OR REASSIGNMENTS

### 13.1 Unilateral Transfer by the Subscriber Prohibited:

All rights conferred by the Certificate of Inurnment Rights shall be specific to the Subscriber and shall not be assignable by the unilateral act of the Subscriber. This includes any exchange for the value, gift, testamentary transfer, or pledge as collateral for any loan.

### 13.2 Transfer by Consent of the Columbarium Committee:

A Subscriber may make written application to the Committee to transfer or assign the Subscriber's rights under a Certificate of Inurnment Rights or agreement regarding inurnment right to an eligible transferee. The application shall state the grounds of eligibility, as defined in these bylaws, of the proposed transferee. The Committee shall approve such request provided it finds the proposed transferee eligible. Upon such approval, the Subscriber or Subscriber's authorized representative shall surrender the Certificate of Inurnment Rights and the Committee shall issue a new Certificate of Inurnment Rights to the approved transferee upon the approved transfer execution of an agreement regarding inurnment rights. The new transferee shall be bound by these bylaws.

## ARTICLE 14: MODIFICATION AND AMENDMENTS

### 14.1 Special Situations:

Special situations may arise in which the literal enforcement of a rule or regulation may impose unnecessary hardship. Therefore, the Committee may make exceptions, suspension or temporary modifications in any of these rules and regulations when the same appears advisable, and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

### 14.2 Amendments:

The Committee may at any time adopt new rules and regulations, or amend, alter, or repeal any rule, regulation or article, section, paragraph or sentence in these bylaws, provided, however, that any such change, addition or repeal shall not become effective until ratified by the Church Council.





### **14.3 Severability:**

If any provision hereof shall be held by duly constituted authorities to be invalid in whole or in part, these rules and regulations shall nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.

These bylaws governing the operation of the Calvary Lutheran Church Columbarium were approved by vote of the Calvary Lutheran Church Council at its meeting on March 10, 2015.