

**St. Matthew Catholic Church**  
**2800 Pine Tree Road, Longview, TX**  
**Columbarium Bylaws**

**1. GOVERNANCE:**

**1.1 St. Matthew's Columbarium Committee** - The Columbarium is owned by and is part of the St. Matthew Catholic Church, Longview, TX, under Diocese of Tyler, Texas. The Committee administers, operates, and maintains the Columbarium under these written bylaws and the laws of the State of Texas. The Columbarium Committee shall be considered a sub-committee of the St. Matthew Pastoral Council, and its Bylaws, Contracts, and activities are subject to the oversight of the Pastoral Council. The Columbarium Bylaws have been submitted to the Bishop of Tyler for review and approval in accordance with the Diocesan Policy for a Parish Columbarium (dated March 2, 2019).

**1.2 Membership and Terms** - The Columbarium Committee of St. Matthew Church shall be comprised of representatives of the parish, which includes: The Pastor, and five members of the congregation as appointed by the Pastor. The Pastor shall appoint a Committee chairperson, a recordkeeper, a treasurer, and other positions as the Pastor deems appropriate. The member's term of office on the Committee shall be three years. The five member's terms shall be staggered such that no more than 2 member's terms expire in the same year. Members may be re-appointed to more terms but may not serve more than two consecutive full terms. Partial terms (less than 3 years) shall not apply to the consecutive term limits.

**1.3 Duties** - It shall be the duty of the Committee to maintain appropriate records of the Columbarium Contracts, the Purchaser(s) of the Rights to Inurnment, the individual niches reserved, persons whose cremains are 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. The Committee is also responsible for the financial record keeping and managing all of the appropriate financial accounts and trusts regarding the revenues and expenses of the Columbarium. The St. Matthew Parish Financial Council will perform oversight of the Committee financial records.

**1.4 Authority** - The use and care of the Columbarium are subject to the authority of the St. Matthew Church. All Bylaws, rules, and regulations are established by the Committee, which reserves the right to make, amend, and repeal such Bylaws, rules, and regulations, as it deems proper.

**2. COLUMBARIUM NICHES:**

**2.1** All Columbarium niches remain the property of St. Matthew Catholic Church. Purchase of Inurnment Rights and payment of the established fees entitles the Purchaser(s) the privilege of use of a niche in perpetuity, but not the right of ownership. Niches may not be assigned to the Purchaser(s) by anyone other than the Columbarium Committee.

**2.2** If any niche is not used within seventy-five (75) years of the Purchase of Inurnment Rights, and reasonable efforts have been made to locate the Purchaser(s) or family of the Purchaser(s), the Committee will be free to reassign the niche, and cancel the Contract without obligation for any refund to the Purchaser(s).

### 3. ELIGIBILITY FOR INURNMENT:

Inurnment in the Columbarium shall be limited to the cremains of a human person. No remains of the pets are permitted. Persons may purchase Inurnment Rights for themselves or immediate family members. Immediate family member's include spouse, children, parents, grandparents, and siblings. Purchaser(s) must be a member of the clergy, a current (or former) parishioner of St. Matthew Catholic Church, or a current member of one of the following area Catholic parishes.

- St. Mary Church – Longview, Texas
- St. Anthony Church – Longview, Texas
- St. Theresa Church – Union Grove, Texas
- St. Francis of Assisi Church – Gilmer, Texas

Any exceptions may be made only by majority vote of the Committee.

### 4. FEES:

The current one-time fees for the Right of Inurnment in the Columbarium is dependent upon the size of the niche selected as listed in the table below. This fee includes up to two (2) urns, all costs directly associated with inurnment, inscription of names and dates, and perpetual care of the Columbarium. The fee does not include the cost of cremation, transportation and other off-premises costs. The fee may be changed in the future by the Committee if approved by the Pastor. Current holders of Inurnment Rights will neither be reimbursed nor assessed additional costs if the fee changes.

<u>Niche Size</u>	<u>Price</u>	<u>Urns(2)</u>	<u>Engraving</u>	<u>Total</u>
8' X 8"	\$2,500	\$90	\$350	\$2,940
12" X 8 "	\$3,000	\$100	\$400	\$3,500
12" X 12"	\$3,500	\$120	\$500	\$4,120

### 5. PURCHASE OF RIGHTS TO INURNMENT:

To purchase the Rights to Inurnment in a specific niche, an eligible person should obtain a Columbarium Packet from the St. Matthew church office. This packet contains a copy of the Columbarium Contract, any applicable Rules and Regulations, and other forms as may be beneficial. The applicant should complete all appropriate forms and submit them, with payment in full, to the church office. A member of the Committee will contact the applicant to ensure that all information is correct and then submit the Columbarium Contract to the Committee for final approval. When the Contract is approved, the applicant, (now "Purchaser") will be issued a copy of the fully executed Columbarium Contract ("Contract").

### 6. SELECTION OF NICHES:

When a Columbarium Contract has been completed and submitted to the Committee, the Purchaser will have the right to select any niche(s) which may be available at that time. If more than one Columbarium Contract shall have been completed on the same date, the rights of preference shall be based on the date and time the completed contracts are received by the Committee. No more niches will be sold to a family than those necessary to inurn the cremains of all eligible persons in that family, with two urns to a niche.

## **7. MANNER OF PURCHASERS' DELIVERING OF ORDERS:**

The Committee shall be held responsible only for written orders given in person or by certified mail, and shall not be held responsible for any mistake occurring due to the lack of precise written instructions as to either the inurnment, inscription, or other information or instructions.

## **8. INURNMENT PROCEDURES:**

**8.1 Services.** Services shall be conducted during the normal business hours of the Church and Columbarium as set forth by the St. Matthew Parish.

**8.2 Urns.** The only urn that may be used for inurning cremains in the Columbarium shall be the urn provided by the Committee and included in the fee charged for the niche. The name of the deceased shall be permanently affixed to the urn.

### **8.3 Inscription on Niches.**

1. Uniformity of Inscription: The inscription shall be the uniform size and style as determined by the Committee. The purchase price of the inurnment rights shall include the cost of such inscription.

2. Conformity of Text: The maximum inscription shall consist of the following:

- a. (top line) FIRST AND MIDDLE NAME(S) OF THE DECEASED
- b. (middle line) LAST NAME OF THE DECEASED
- c. (bottom line) DATE OF BIRTH and DATE OF DEATH Month (as Jan., Mar., Apr.)  
Date (XX), Year (XXXX)

3. Correctness of Inscription: An inscription order form will be provided in the Columbarium Packet, and shall be typed or printed in ink, and signed by the person or persons entitled to do so. Arrangements for the inscription, in accordance with the name and dates so furnished, will be made by the Committee. The Committee shall be responsible only for such errors in the inscription as might be made by the party doing the inscription which deviates from the name and dates as filled in on the signed inscription order form.

**8.4 Open and Close Niche.** If a Purchaser or family member requests to open and close a niche, they must obtain permission through the Pastor. Since St. Matthew Catholic Church is responsible for all of the cremains of the deceased, it is not permitted that any ashes be removed from an urn.

## **9. AGREEMENT TO RULES AND REGULATIONS:**

**9.1 Rules and Regulations.** By executing the Columbarium Contract, the Purchaser(s) agrees to all Rules and Regulations of the Columbarium adopted and published by the Columbarium Committee. The rules apply to heirs, successors, administrators, executors and assigns and are enforceable by the Columbarium Committee. The Columbarium Contract is subject to all applicable local and state laws and regulations.

**9.2 Floral Regulations.** Flowers or plants may be placed in the Columbarium area only as permitted by the Columbarium Committee.

**9.3 Prohibited Ornaments.** The use any cloth in the Columbarium or niche is prohibited. The placing of any items, such as toys, signs, wreaths, ornaments, or any other article not provided by the Committee, shall not be permitted in a niche or near the Columbarium area. Any of these items may be removed by the church office or Committee and disposed of without notice or liability to the owner.

**9.4 Memorial Paving Stones.** Space limitations and the need for inscription uniformity restricts the information on the niche face to just the names and dates of the deceased. If the family desires a more descriptive and creative memorial; the Columbarium also offers Memorial Paving Stones for purchase and engraving. These concrete stones place in the pavement are approximately 18" X 18" in size and can be engraved with names, artistic designs, symbols,

verses, or other information to commemorate a person inurned in the Columbarium, or a family member or loved one interred at another location. Information in the Columbarium records indicates the relationship of the Memorial Stone to the Parish member. A separate contract is required for the purchase of a Memorial Stone. Memorial Paving Stone costs are yet to be determined.

#### **10. OWNER'S OBLIGATION OF NOTIFICATION:**

The Purchaser of Inurnment Rights has an obligation to keep the church office notified concerning their current address, status of ownership, and internment related information.

#### **11. COLUMBARIUM OPERATING ACCOUNT AND PERPETUAL CARE TRUST FUND:**

**11.1 Operating Account** - All monies received from purchase of Inurnment Rights, and from both specified and unspecified gifts, shall be deposited into the Columbarium Operating Account and be managed by the Committee, with assistance from the Church office, and oversight from the Finance Council. Disbursement from this fund shall be at the sole authority and direction of the Pastor in consultation with the Committee.

**11.2 Trust Fund** - A minimum of twenty percent (20%) of the funds received from the sale of Inurnment Rights (niches fee portion only) shall be transferred from the Operating Account and deposited in a Columbarium Perpetual Care Trust Fund ("Trust Fund"). Specified gifts to the Trust Fund shall be deposited directly into the Trust Fund. Additional funds may be transferred out of the Operating Account into the Trust Fund at the discretion of the Committee. The Trust Fund is to be administered by the East Texas Catholic Foundation. The purpose of the Trust Fund is to provide self-supporting perpetual care funds for the Columbarium, so that the Columbarium is not in any way dependent upon St. Matthew Parish for perpetual care financial support.

Funds from the sale of niches in excess of the Perpetual Care deposits, initial construction costs and associated expenses, and debt payments, shall be maintained in Columbarium Operating Account, managed by the Committee, to aid in the cost of the upkeep of the Columbarium, including the following:

1. Purchase of Urns as necessary.
2. Inscription and installation of engraved plaques on niches following inurnment.
3. Columbarium facility maintenance and ground maintenance
4. Utility and security costs.
5. Insurance as required.
6. Future additions, modifications and/or repairs to the Columbarium.
7. Other uses are the discretion of the Church Columbarium Committee, subject to the Pastor's approval.

#### **12. REFUNDS, TRANSFER OR ASSIGNMENTS:**

**12.1 Refund Upon Surrender of Niche.** When an unused niche is surrendered by the Purchaser(s), the original niche purchase price and the urn purchase price will be refunded. Any fee paid for engraving will not be refunded, but rather shall be retained by the Committee as an administration fee.

**12.2 Right of First Refusal.** If Purchaser(s) desire to transfer their unused Rights to Inurnment, or if the Purchaser(s) assigned their Rights to Inurnment to an estate or heirs, the Purchaser(s) or heirs must notify the Committee in writing. The Committee retains the right of first refusal to purchase the unused Inurnment Rights of any Purchaser at the then current standard niche purchase price or the original niche purchase price, whichever is the lower, prior to the transfer or assignment of Purchaser's rights to any other person. Any new assignee shall have to meet

the criteria in Section 3 of this document, Eligibility for Inurnment, and would be subject to approval by the Committee. A new Contract will be required if the Committee approves the transfer or assignment.

**12.3 Removal.** Creains remain the property of the family or estate of the deceased. If creains from one or both persons listed on the Contract have been inurned in their niche and the heirs or family survivors with rights to the creains, wish to remove all the creains, Rights of Inurnment to the niche will revert to the Committee, with no compensation due to the Purchaser or Purchaser's estate.

**12.4 Niche Use.** No creains may be inurned in any niche except those for persons listed on the Columbarium Contract for that niche. A new Contract will be required if a niche transfer or assignment is approved by the Committee.

### **13. TITLE AND RETAINED RIGHTS:**

The holder of a Contract acquires no property rights in the Columbarium, or any of its niches. Legal title to the Columbarium and all niches shall remain with the St. Matthew Catholic Church at all times. The Contract attests only to the Inurnment Rights for the creains of the person(s) named on the Contract in the specific niche also stated in the Contract. Assignment of creains to a specific niche shall constitute only a license to use such niche pursuant to these Bylaws as amended from time to time. In the event of a discrepancy between the Contract and the Bylaws maintained by the Committee, the latter shall take preference.

### **14. REMOVAL OF CREAINS:**

**14.1** Creains may not be removed from the Columbarium without the written consent of (a) the Columbarium Committee and (b) the Purchaser (or his or her legal representative or successors) of the Right of Inurnment. The rules stated in this Section 12 shall apply.

**14.2** In the event the Columbarium requires repairs in order to maintain its integrity, the Purchaser agrees to permit the temporary removal of any creains until those repairs are completed.

### **15. SECURITY OF CREAINS:**

The Committee shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any creains in niches. The Purchaser(s) of the Rights to Inurnment will assume the risk of the loss, destruction or desecration of the decedent's creains from any or all other causes.

### **16. TERMINATION OF THE COLUMBARIUM:**

The Right of Inurnment will continue as long as the present Columbarium exists, stands and is owned by St. Matthew Parish. If the present structure is to be sold or demolished, and a replacement Columbarium will not be furnished at the new site, the Right of Inurnment will cease. In that event, the Committee will notify the Purchaser (or his or her legal representative successors) that they must remove the creains from the niche. If no one of such persons removes the creains within a reasonable time or if no one of such persons can be contacted within a reasonable time, the Church has the right to relocate the creains as it deems proper. No refund of any amount from the Inurnment Rights will be made.

### **17. PERSONAL CONDUCT IN THE COLUMBARIUM AREA:**

The Columbarium is a place of prayer and reflection, and all persons in the Columbarium area are expected to conduct themselves in accordance with customary good decorum as normally observed on hallowed grounds. St. Matthew parish is empowered to enforce appropriate rules

and regulations and to exclude from the Columbarium area any person(s) violating these rules and regulations.

**18. PROTECTION AGAINST LOSS:**

The Columbarium may carry such insurance for its own benefit upon the Columbarium and contents as the Committee sees fit; however, there is no obligation upon the Committee to provide any insurance for the benefit of the Inurnment Rights holders.

**19. AMENDMENT OR WAIVER OF OPERATING RULES:**

The Committee may, at any time, amend, repeal, suspend, or waive any or all of the rules and requirements of these Bylaws. Waiver of any such rule or requirement shall not be construed, unless specifically so stated by the Columbarium Committee, to constitute a continuing waiver of that rule or requirement with respect to any situation or occurrence arising thereafter.

**Bylaws Accepted and Approved:**

\_\_\_\_\_  
Monsignor Xavier Pappu  
Pastor

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Date

\_\_\_\_\_  
Dcn. Joseph Bianca  
Chairperson – Columbarium Committee

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Date