

St. Matthew Catholic Church
2800 Pine Tree Road, Longview, TX
Columbarium Rules and Regulations

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 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 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 fifty (50) 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 (or former) member of one of the parishes within the Diocese of Tyler.

Exceptions may be made for other persons, including baptized non-Catholics, by majority vote of the Committee.

4. FEES:

The current one-time fee for the Right of Inurnment in the Columbarium is dependent upon the size and location of the niche selected *as listed in the Columbarium Contract*. 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.

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 Niche Purchase Application Form, Columbarium Contract, any applicable Rules and Regulations, and other forms as may be beneficial. The applicant should complete The Columbarium Niche Purchase Application form and submit it to the church office. A member of the Committee will contact the applicant to ensure that all information is correct and then submit the Application to the Committee for final approval. When the Application is approved, the applicant, (now "Purchaser") will meet with a Committee member to complete the Columbarium Contract ("Contract") and provide the appropriate payment. The application will remain active for 60 days after the approval of the application. In the event the Columbarium Contract is not completed within 60 days of the Application approval, the Columbarium Committee may cancel the Application with written notice to the Applicant Purchaser(s).

6. SELECTION OF NICHES:

When a Columbarium Application 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. Approval of Niche selections will be based on the date of the Application submission. If more than one Columbarium Application shall have been completed on the same date, the rights of Niche preference shall be based on the time the completed Application is 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 '8 X 8' and '12 X 8' size niches shall be the 5½"X5½" X 7" urn provided by the Committee and included in the fee charged for the niche. The same size urn may also be used for the '12 X 12' size niches, or the Purchaser may supply their own personal urns that are *no larger* than 6"X6" wide X10" tall. 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, MIDDLE, and LAST NAME(S) OF THE DECEASED (*maximum length is 23 total characters/spaces per line – no symbols are permitted – if name exceeds 23 characters, there is an additional fee for the extra engraving line*)
 - b. (bottom line) DATE OF BIRTH and DATE OF DEATH Month (as Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sep, Oct, Nov, Dec) Day (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. The initial Open/Close of the Niche for inurnment of each Purchaser is included in the cost of the Niche. Any subsequent Open/Close of the Niche shall include a fee of \$500. No fee will be charged for a permanent removal of all urns in a Niche as per Section 11.3 below.

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 of 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 granite stones placed in the pavement are approximately 24" X 24" 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 currently \$300 plus the cost of engraving.

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 interment related information.

11. REFUNDS, TRANSFER OR ASSIGNMENTS:

11.1 Refund Upon Surrender of Niche. When an unused niche is surrendered by the Purchaser(s), the amount paid by Purchaser(s) towards the total purchase price will be refunded less six hundred dollars (\$600), which shall be retained by the Committee as an administration fee.

11.2 Right of First Refusal. If Purchaser desires to transfer their *unused* Rights to Inurnment, or if the Purchaser assigned their *unused* Rights to Inurnment to an estate or heirs, the Purchaser 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, urn, and engraving purchase price or the original niche, urn and engraving 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.

11.3 Removal. Cremains remain the property of the family or estate of the deceased. If cremains 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 cremains, wish to remove all the cremains, Rights of Inurnment to the niche will revert to the Committee, with no compensation due to the Purchaser or Purchaser's estate. The engraved faceplate of the Niche shall be returned to the family or estate of the deceased.

11.4 Niche Use. No cremains 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.

12. 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 cremains of the person(s) named on the Contract in the specific niche also stated in the Contract. Assignment of cremains 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.

13. REMOVAL OF CREMAINS:

13.1 Cremains 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.

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

14. SECURITY OF CREMAINS:

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 cremains in niches. The Purchaser(s) of the Rights to Inurnment will assume the risk of the loss, destruction or desecration of the decedent's cremains from any or all other causes.

15. 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 cremains from the niche. If no one of such persons removes the cremains 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 cremains as it deems proper. No refund of any amount from the Inurnment Rights will be made.

16. HOURS OF OPERATION, ACCESS, AND SECURITY:

16.1 Normal operating hours for the Columbarium will be from 9:00 a.m. until 6:00 p.m. (November through March) or 7:00 p.m. (April through October) each day.

16.2 Access to the Columbarium will only be allowed through the main entrance gate on Arrow Lane. The gate will be unlocked and open during normal operating hours. During abnormal conditions the gate may be locked during normal operating hours.

16.3 The Columbarium grounds are secured by a perimeter wall or fencing. Access over the fence, wall, or gate is NOT allowed. If the main entrance gate is locked during normal operating hours, access is not allowed. Please contact the church office during office hours if you cannot access the Columbarium during normal operating hours.

16.4 The Columbarium area is monitored by closed circuit security cameras twenty-four (24) hours per day.

16.5 Presence in the Columbarium area outside of normal operating hours, or when the entrance gate is locked, will be considered unlawful trespassing.

17. PERSONAL CONDUCT IN THE COLUMBARIUM AREA:

The Columbarium is 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. GUIDELINES FOR CONDUCT WITHIN THE COLUMBARIUM AREA:

18.1 No person shall carry or discharge firearms. This prohibition shall not apply to authorized volleys at inurnment services conducted by recognized military organizations or associations of the United States of America.

18.2 No person shall injure or deface any structure, stone, wall, fence, fountain, bench, statuary, or any other property.

18.3 No climbing is allowed on structure, stone, wall, fence, fountain, bench, statuary, or any other property.

18.4 No horseback riding, automobiles, ATVs, motorcycles, bicycles, skateboards, etc. are allowed within or through the Columbarium area.

18.5 No music is allowed except for approved music associated with a planned inurnment service.

18.6 No unaccompanied children are allowed within the Columbarium area.

18.7 No pets or other animals are allowed within the Columbarium area.

18.8 No picnicking or eating is allowed within the Columbarium area.

18.9 No alcoholic beverages are allowed within the Columbarium area.

18.10 No littering of any kind is permitted. Do not leave any trash or personal items within the Columbarium area.

18.11 Visitors entering the Columbarium area do so at their own risk and waive any claims to redress from St. Matthew Church or the Diocese of Tyler for accidents while on the grounds.

19. 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.

20. AMENDMENT OR WAIVER OF RULES:

The Committee may, at any time, amend, repeal, suspend, or waive any or all of the rules and regulations. Waiver of any such rule or regulation 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.