



SAINT TIMOTHY'S
EPISCOPAL CHURCH
CREVE COEUR, MO

Memorial Columbarium and Prayer Garden Regulations

(As approved by St. Timothy's Vestry January 19, 2022)

1. Establishment

The St. Timothy's Episcopal Church Memorial Columbarium was made possible in May 1993 through a generous gift from Beverly Buder and others to provide a Christian place for the interment of the cremains of members of St. Timothy's parish and their immediate family. Planning was led by The Reverend Frank Crumbaugh, Rector, with design by Thomas A. Rogers, architect. On September 7, 1994, Vestry approved the name of the Columbarium as "The St. Timothy's Memorial Columbarium" given in memory of The Reverend Arthur Frederick McNulty, Jr. Consecration of the 132-niche Columbarium occurred Palm Sunday, April 9, 1995, and was presided over by The Right Reverend Hays Hamilton Rockwell, Bishop of Missouri.

2. General

Care and use of the Columbarium and Prayer Garden, including interments in the Columbarium, are the responsibility of the Vestry of St. Timothy's Episcopal Church ("the Church"), Creve Coeur, Missouri. These Regulations, approved by the Vestry, will govern use of the Columbarium and are designed to protect the interests of both the individual user and the Church. Adherence to these regulations will be maintained for the general good of preserving the desirability and beauty of the Columbarium and Memorial Garden area. These Regulations may be changed by affirmative vote of the Vestry as is deemed necessary from time to time in the future. Fee structuring will make allowances for the continued operational quality and maintenance of the Columbarium. All interments shall conform to the Parish Customary for funerals.

3. Availability of Regulations

Interested parties may obtain a copy of current conditions, rules and restrictions set forth in the Regulations during regular Church office hours or on the Church's website. These Regulations will be provided to all pre-paid niche licensees.

4. Exemptions

Exemptions or waivers to any aspect of these Regulations must be in writing and signed by the Senior Warden of the Vestry or Rector. Exemptions granted shall be specific and shall be made for cogent reasons as determined by the Senior Warden or Rector and shall not exempt the Licensee from otherwise complying with all other rules, conditions and restrictions contained in the Regulations.

5. Control by the Church

All improvements of any kind located on or surrounding areas designated for cremated remains are under the strict control of the Church, as well as any type of work including, but not limited to opening and sealing niches, interments or disinterments, plantings, landscape care or Columbarium work. The Church may remove any and all improvements at any time, for any reason. Use of materials, equipment, devices, outside agents, or products is subject to the strict control and approval

of the Church. The Church may, at its discretion, remove or require removal of any item not approved, provided or installed by the Church at the expense of the Licensee.

6. Use of Property

Interment of cremated human cremains, hereinafter cremains, in the Columbarium is provided for communicants of St. Timothy's Church, and their immediate family. Immediate family is defined as spouse, children, parents, and others who, for pastoral reasons, are recommended by the Rector. Cremains of communicants of another parish of the Episcopal Church may be interred at additional cost. Niches or cremation sites are for the sole use of human cremated remains. Other uses of cremation space are prohibited.

7. Funding.

The Vestry of St. Timothy's Episcopal Church shall be responsible to see that the Columbarium is cared for in perpetuity. Fees paid by niche Licensees will be deposited in the Endowment Fund Trust of St. Timothy's Episcopal Church, Creve Coeur, Missouri. Costs of the perpetual care of the Columbarium shall be borne by the operating fund of the Church, which receives regular transfers from the endowment fund. Further discussions regarding funding for the Columbarium will occur in 2022.

All fees and charges are subject to change. Fees are currently \$2200 for niches for communicants and their immediate family; currently \$4400 will be charged to communicants of another parish of the Episcopal Church. The charge to Licensees for opening and closing a niche is currently \$100 per instance. Costs for engraving the cover stone will be borne by the licensee and be the amount charged by the engraver selected by the Church.

8. Number of Interments within Niche Space

Double interments of cremains may be made in each niche, with one urn placed in front of the other. Licensee may not repose more cremated remains than the number intended for that area. Three niches are covered by one cover stone.

9. Identification of Cremains and Engraving

The Church, its employees or agents shall not be responsible, or liable, for the identification of the cremains of any person at the time of interment or at any subsequent time. The Church acts in good faith that the cremains are those of the person on record. Permanent marking of the name of the deceased and date of death will be required on all cremains delivered to the Church for placement within a cremation space. The Church will maintain a permanent record of interments and their location and a permanent record of pre-paid reserved spaces which have not been occupied. Inscription on the niche cover stone will be done by a stonemason engaged by the Church within 30 days of interment to do such work as soon as possible. Inscriptions will be of uniform type and size lettering and will be consistent with lettering already present in the Columbarium. The inscription will be limited to name, year of birth and year of death. The standard engraving format is as follows.

FULL GIVEN & MIDDLE NAME OR INITIAL & FAMILY NAME (up to four lines)
Year of birth—Year of death

10. Cremaains Placement Error

Should cremains be placed in the wrong location, the Church will offer a new location for the cremains that were wrongly placed to the Licensee or their authorized representative. The Licensee's or their representative's acceptance of the new space will be the limit of their remedy or redress. The Church will accept the costs associated with the disinterment and reinterment due to its error. Should a previous claim to license exist for any space resold in error, the subsequent purchaser will be given the option of either a refund of all monies paid or another available niche. If, for any reason, the actual niche cannot be opened at the time of need, the Church may provide an alternate space temporarily so as not to delay the committal service, without liability to the Church.

11. Access to Columbarium and Prayer Garden Grounds

Use of the Columbarium/Prayer Garden is limited to individual members of the Parish and their guests and to Parish and Diocesan groups. The Church reserves the right to refuse entrance to anyone on the church grounds, including to the Columbarium and Prayer Garden areas, to anyone other than by the Licensee or their immediate family, heirs, executors or administrators. Memorial services and interments will take precedence over all other events and are a pastoral function to be arranged with the Rector or an appropriate clergy designee. The Church reserves the right to set hours that the Columbarium and Prayer Garden will be open or available for visiting or services.

Scheduling for group use or functions shall be arranged through the parish office at least 15 days prior to the event. Priority will be given, in descending order, to:

Memorial and Interment services (sooner than 15 days allowed)

Parish functions

Diocesan functions

Other approved functions

Smoking is not permitted in the Garden area or on any other church property. Consumption of food or beverage in the Garden area is allowed only at parish or diocesan events or with the express written consent of the Church. Care shall be taken to protect plantings and property.

12. Disturbances

The Church reserves the right to prohibit disturbances on or near the Columbarium and Prayer Garden areas. Inconsiderate behavior, actions or improprieties will not be permitted.

13. Disturbance of Cremaains

The cremation space or area intended for the sheltering of the Licensee's cremains reflect the expressed wishes of the Licensee. Heirs will not be allowed to change locations, cause cremains to be removed from their space, or transfer license without a court order from a court having authority to require such a change or without written instructions to the Vestry, signed and acknowledged by a majority of the following adult members of the deceased person's family who are then known and living: spouse, children, and parents. If none of the above family members survive the deceased, then the majority of the grandchildren, brothers and sisters of whole and half-blood may authorize the disinterment, relocation or delivery of the cremains of the deceased. The costs of such disinterment, relocation or delivery shall be paid by the deceased person's family.

14. Decorations

Memorial decorations at the niche site are conditionally allowed. The Church will not be responsible for any decorations, flowers or other items placed near the niche. The Church reserves the right to remove and dispose of any decoration, floral arrangement or other item that it deems unsightly or

objectionable. Decorations may not be attached to the cover stone and must not infringe upon the rights of others. The Licensee shall be liable for any damage caused by the placement of any decoration. Under no circumstances will the use of items that could cause injury be allowed in the Columbarium or Garden. The Church, at its sole discretion, reserves the right to limit or restrict any decoration or design that would not be appropriate on Church grounds.

15. Urn Requirement

Remains are to be in sealed watertight non-corroding containers, e.g., bronze, stainless steel, plastic. The License fee for a double niche includes space for one or two urns. Half niches are not sold. (Urns are available from funeral directors or other sources.) Maximum size of urns shall be such as can be placed one in front of the other in the niche spaces in the Columbarium:

Maximum urn size for double niche urn: 10” wide x 11” high x 5 1/2” deep.

Urns containing cremains may be delivered to the Parish office prior to the date of the funeral/memorial service/interment. The Parish will be responsible for safekeeping until interment. Cremated remains not in above-described sizes or types of urns will not be accepted by the Church.

16. Limitation of Liability

The Church will take reasonable precautions to protect the Licensee from loss or damage but will have no liability to Licensee or anyone claiming by or through for causes beyond its control including but not limited to: acts of God, vandalism, theft, accidents, riots, military action or strikes. In the event of loss or damage within the reasonable control of the Church, the Church’s liability shall be limited to no more than the amount of the money paid for any contracted items by Licensee.

17. Verbal Instructions

The Church is not responsible for any instructions given verbally. Rights of the Licensee are provided on forms prescribed by the Church and executed in an approved manner by an agent authorized by the Church. Verbal instructions or oral statements will not bind either party.

18. Right to Alter and Use Property

The Church reserves the right to change the boundaries and make improvements of the Columbarium and Prayer Garden area as it sees fit. The Church reserves the right of ingress and egress as may be necessary.

19. No Mortuary Services

The Church expressly states that it is not a mortuary or funeral establishment and does not provide mortuary services. The Church, its employees, representatives, agents and members of the Vestry make no claim that the Church provides mortuary services or any other service that may require licensing by the State of Missouri, the State Board of Funeral Directors and Embalmers or any other body or authority. The Church does not provide mortuary services nor are any of its employees, agents or representatives subject to any such requirements or are or claim to be funeral directors, embalmers, apprentices, assistants, morticians or other capacity or title which might be construed to claim or be any type of regulated position.

20. Reference to Regulations

Every License and/or agreement entered into between the Church and the Licensee will give reference to the rules, conditions and restrictions set forth in these Regulations and shall bind the parties as fully set forth in such License and/or agreement.

21. Release of Agreement

Niche spaces which have been pre-paid, but which have not been used for 25 years from the date of original License will revert to the Church if the Licensee has been unresponsive to documented attempted contacts from the Church and has not proactively renewed the agreement at no extra charge. Niche spaces that have not been used may be sold back to the Church at the original cost of License to the Licensee. Upon such sale, the Licensee shall provide the Church with a written release for those contracted, undelivered items and services.

22. Transfer of License

Transfer of a license by niche owners to another eligible person as defined in Section 6 is permitted only with the expressed written consent of the Vestry of St. Timothy's Episcopal Church. Any application to transfer, convey, sell or assign ownership or occupancy of a niche in the Columbarium must be adjudicated by a simple majority of a quorum of the Vestry of the Parish. The Vestry has full and final authority to accept or reject such written letters of application. Subject to obtaining such permission, if a person allows the use of his/her space, merchandise or services by another eligible person in their place, the interred person's heirs, representatives, assigns, agents, executor and administrator agree to abide and be fully bound by these Regulations as if the person interred were an actual signer of the License Agreement or other applicable agreement.

23. Choice of Location

In a situation where Licensees know the exact location of their cremation niche space at the time they enter into the agreement with the Church, it will be known as a "when needed" sale regardless of whether an actual death has occurred. The choice of location will be granted on first-come, first-served basis. Any available niche may be purchased. No promises are made to the Licensee relating to speculation of future sites or locations that may or may not be developed.

24. Sales Taxes

The Church operates under a non-profit status and establishes suggested fee or ranges of fees for use of Licensee of a cremation niche space or package. Fees received assist the Church in defraying the expense of the continued operation and maintenance of the Columbarium and Prayer Garden areas. Sales taxes are not imposed on license fees paid to the Church.

25. No Warranties

The Church makes no guarantees or warranties concerning the durability or the expected life or condition of grounds, facilities or products offered to the Licensee. The Church offers these products and services for the sole purpose of providing a means for Christian burial.

26. Agents or Representatives

The Church may elect to appoint individuals or agents to serve the Church in the operation or administration of the Columbarium and Prayer Garden areas in its sole discretion. The duties and powers of any such representative or agent will be subject to these Regulations.

27. Remembrances

A Book of Remembrance shall be maintained by St. Timothy's Church. It shall be the option of the family/estate of persons interred in the Columbarium to place a photograph and/or brief biographical sketch such as the obituary, or memorial writing in this Book of Remembrance. Families will be specifically invited to provide these additions.

Each year, in perpetuity, on the Sunday closest to All Saints Day, the Rector will show the Book of Remembrance during the services. The names of those interred in the Columbarium will appear in the bulletin and pointed out, but will not have to be read aloud.

Each year, in perpetuity, the Rector, in the Rector's Annual Report to the Parish at the Annual Meeting, shall report any activity concerning the Columbarium.

Adopted

The Rector, Church Wardens and Vestry
St. Timothy's Episcopal Church
Wednesday, January 18, 1995

Amended Wednesday, March 22, 1995
Amended Wednesday, March 20, 2003
Amended Friday, April 27, 2018
Revised Wednesday, January 19, 2022