

## Ordinance No. 236

### Charter Township of Port Huron Woodland Cemetery Ordinance

AN ORDINANCE TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE BY ESTABLISHING REGULATIONS RELATING TO THE OPERATION, CONTROL, AND MANAGEMENT OF WOODLAND CEMETERY OWNED BY THE CHARTER TOWNSHIP OF PORT HURON, ST. CLAIR COUNTY, MICHIGAN; TO PROVIDE PENALTIES FOR THE VIOLATION OF SAID ORDINANCE, AND TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

THE CHARTER TOWNSHIP OF PORT HURON, ST. CLAIR COUNTY, MICHIGAN, ORDAINS:

#### **SECTION 1: TITLE**

This ordinance shall be known and cited as the Charter Township of Port Huron Woodland Cemetery Ordinance.

#### **SECTION 2: DEFINITIONS**

Part 1 - A "Plot" shall be defined as "A space in the cemetery used, or intended to be used for the interment of human remains."

Part 2 - A "Grave" shall be defined as "a defined space in the ground in the Cemetery used, or intended to be used for burials, which may also be a part of a plot."

Part 3 - A "Cremains Grave" shall be defined as "a defined space of ground in the Cemetery used or intended to be used for a single cremation burial and measures thirty-six inches by thirty-six inches (36" x 36")."

Part 4 - A "Niche" shall be defined as "a structure with recesses (niches) in the walls to receive Cremains, measures twelve inches by twelve inches (12" x 12") and will hold two (2) cremains."

Part 5 - "Interment" shall be defined as "the disposition of human remains by burial, entombment, or cremation and interment in the Cemetery."

Part 6 - "Owner" shall be defined as "the organization owning and controlling the Cemetery." The Owner is the Charter Township of Port Huron or "Township."

Part 7 - A "Memorial" shall be defined as "a monument, marker, table, headstone, tombstone, crypt, or niche, or nameplate."

Part 8 - A "Monument" shall be defined as "a memorial of granite, marble, or other approved stone that extends above the surface of lawn."

Part 9 - A "Cemetery Lot Certificate" shall be defined as a certificate issued by the Owner and bearing the Seal of the Township certifying that the holder has the right to interment and burial within the Cemetery.

Part 10 - A "holder" is one to whom a Cemetery Lot Certificate has been issued or effectively transferred, hereunder.

### **SECTION 3: GENERAL SUPERVISION OF CEMETERY**

Part 1 – Owner's Personnel in Charge of Funeral. Hereafter, upon reaching the Cemetery, all funerals shall be under the supervision of designated Owner's personnel including the Facilities and Operations Superintendent and the Cemetery Sexton.

The Owner reserves the right to take appropriate steps to correct any obnoxious or improper conditions.

### **SECTION 4: INTERMENTS AND DISINTERMENTS GENERALLY**

Part 1 – Subject to Laws. In addition to being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the Charter Township of Port Huron, County of St. Clair and State of Michigan.

Part 2 – Time and Charges. Payment for all interments, disinterments and removals must be made prior to the event occurring. Payment schedules and fees are set by Resolution of the Township Board of Trustees.

Part 3 – Holidays. No interments, disinterments, removals, or interment services shall be permitted on Sunday or on any of the following Owner observed holidays:

1. New Year's Eve
2. New Year's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day

Interments, disinterments removals or interment services are permitted on any of the other following Owner observed holidays:

1. Good Friday
2. Day After Thanksgiving

If any of the above mentioned holidays fall or are legally observed on Saturday or Monday, funerals will be received on the last business day preceding the holiday until 12:00 PM.

Part 4 – Notice. The Owner reserves the right to require at least a twenty-four (24) hour notice before any interment. Burials requested on Saturdays or Mondays must be scheduled prior to 2:00 PM on the preceding Friday. For requests received after 2:00 PM that result in Owner's staff working overtime hours to locate and/or mark a site to be prepared for a Monday funeral, there will be an additional One Hundred and no/100 (\$100.00) Dollars due. The Owner may refuse to make an interment until a more expedient time if a burial arrives at the Cemetery entrance after 4:00 PM, or if two (2) funerals are scheduled to arrive at the same hour. The Owner requests at least one week's notice prior to any disinterment or removal.

Part 5 – Saturday Burials. Saturday burial requests must be made before 11:00 AM on the preceding Friday. It is requested that the burial arrive at the Cemetery prior to 2:00 PM or at the discretion of the Owner's management. If a burial is requested before 11:00 AM on Saturday, the Owner requests at least twenty-four (24) hour notice. Please refer to the current Charter Township of Port Huron Cemetery Price Schedule for Saturday burial rates.

Part 6 – Interment Authorization. The Owner may inter or open a grave for any purpose with proper written authorization by the holder of the Cemetery Lot Certificate for the respective grave or plot or their legal representative, if the holder of record is deceased. The request must be completed on forms approved by the Owner and filed appropriately in its office unless there are written instructions to the contrary already on file in its office. The Owner reserves the right to request additional documentation and/or authorization as deemed necessary.

Part 7 - Concrete and Steel Vaults Only. The Owner only accepts concrete and steel vaults for interments. No plastic or fiberglass vaults are allowed.

Part 8 – Location of Interment Space. When instructions regarding the location of an interment space in a grave or plot cannot be obtained or are inconclusive from the holder of the Cemetery Lot Certificate or their legal representative or when, for any reason, the interment space cannot be opened where specified, the Owner may, at its discretion, open the grave or plot in such a location as deemed best and proper so as not to delay the funeral. The Owner shall not be liable in damages for any error so made.

Part 9 – Orders Given by Telephone. The Owner shall not be held responsible for any order given by telephone, or for any mistake occurring as a result of the execution of precise instructions pertaining to the particular space, size and location in a grave or plot where interment is desired. The Owner may request a written Interment Order if it is deemed necessary.

Part 10 – Errors May be Corrected. The Owner reserves the right to correct any errors made by it in executing interments, disinterments, or removals, or in the description, transfer or conveyance of any interment rights in a grave or plot. Errors may be corrected by either canceling such conveyance and substitution and conveying in lieu thereof interment in another grave or plot of equal value and similar location as far as possible, or as may be selected by the Owner, by refunding the amount of money paid on account of said purchase.

In the event the error shall involve the interment of the remains of any person in such grave or plot, the Owner reserves the right to remove and re-inter the remains within such other grave or plot of equal value in lieu thereof. The Owner shall also have the right to correct any errors made by placement of an improper inscription, including an incorrect name or date, on the memorial or on the container for cremated remains at the expense of the holder of the Cemetery Lot Certificate or their legal representative, if the holder is deceased.

Part 11 – Delays in Interments Caused by Protest. The Owner shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where said rules and regulations have not been complied with. Further, said Owner reserves the right, under such circumstances, to place the body in a receiving vault until the full rights have been determined. The Owner may require any protest to be in writing and filed in its office for its records.

Part 12 – Not Responsible for Embalming or for Identification. The Owner shall not be liable for the interment permit nor for ascertaining the identity of the person sought to be interred; nor shall the Owner be liable in any way for the embalming of the body.

Part 13 – No Interment Permitted Unless Cemetery Lot Certificate Paid For. No interment shall be permitted or memorial placed in or on any grave or plot not fully paid for except by special consent of the Owner in writing in each and every case. In the event such consent is given, any and all interments or memorials placed in or on said grave or plot shall be considered temporary.

A note shall not be considered as payment and no rights shall be acquired by the grave or plot purchaser of said interment or interments until such grave or plot is fully paid for in cash including principal and interest. In case the purchaser of said grave or plot should fail to make all payments within thirty (30) days of the written special consent, the Owner may re-enter said plot and hold the same as its former estate. The Owner, thereupon, shall be released from all obligations, there under, and it may retain such payments as may have been made toward the purchase of such grave or plot as forfeited by the purchaser.

The Owner, at its discretion and without notice, reserves the right to immediately or at any time thereafter be able to remove to single graves as chosen by the Owner each of the remains then interred in said grave or plot. Further, the Owner shall have the right to

remove any memorial that may have been placed on said grave or plot.

Part 14 – Interment of More Than One Body. A single body or a single body and the cremated remains of another body may be interred in a single adult grave. Such grave purchases require prior notification to the Owner indicating that more than one body shall be interred in said grave. Owner's management personnel may also approve interment of more than one body and/or cremation at the time of interment. It is required that proper identification be made of such an interment or interments on one regulation memorial,

At the discretion of the Owner, two (2) children age five (5) or less may be allowed in a single adult grave providing both interments are made at the same time. Also, up to four (4) cremation remains may be interred into a single adult grave but only one (1) headstone and one (1) flat foot marker may be placed on said site. The Owner may request written documentation including authorization before granting such permission.

Part 15 – Interment in Columbarium. The Certificate Holder of a niche within the columbarium shall inform the Owner when the interment of cremains shall be scheduled. At the time of purchase, the Certificate Holder is entitled to one opening which must be handled by the Owner and/or its personnel. If a second interment is scheduled at a later time, after one interment has taken place, a second opening charge will apply.

Part 16 – Owner's Equipment Must Be Used. Tents, artificial grass, lowering devices, and other equipment owned by the Owner shall be used exclusively in making interments, disinterments and removals.

## **SECTION 5: DISINTERMENTS AND REMOVALS**

State of Michigan statutes shall be consulted pertaining to the rights to remove a body from a grave or plot. The direction and wishes of the deceased should and will also be taken into consideration and be respected where documentation is on the Owner's records.

Part 1 – Removal for Profit Prohibited. Removal by the heirs of a body so that the grave or plot may be sold for profit to themselves, or for the removal contrary to the expressed or implied wish of the holder of the Cemetery Lot Certificate, is repugnant to the ordinary sense of decency and is absolutely forbidden.

Part 2 – May Obtain Larger Plot. A body may be removed from its original grave or plot to a larger or more desirable grave or plot in the Cemetery when there has been an exchange or purchase for that purpose.

Part 3 – Care in Removal. The Owner shall exercise all due care and diligence in making a disinterment or removal.

## **SECTION 6: CEMETERY LOT CERTIFICATE PURCHASES, SERVICE CHARGES AND PAST DUE INDEBTEDNESS**

Part 1 – Purchases of Right of Interment. An individual may purchase as many Cemetery Lot Certificates as necessary. Each lot contains ten (10) graves. At the time of purchase, determination by the purchaser must be made as to whom the right of interment in each grave will be assigned. If a right of interment in a grave is transferred from the purchaser to another family member or third party individual, the Owner will charge a transfer fee. If the right of interment in a grave is transferred to a non-Township resident, an additional fee will be charged by the Owner consisting of the difference of resident and non-resident fees.

All Certificates for cemetery lots shall be prepared by the Township Clerk. Upon payment in full for a Cemetery Lot Certificate, the Township Clerk shall issue a Certificate within ten (10) days. Such Certificate shall convey to the purchaser the right of interment only, and shall be held subject to the applicable sections of this code; existing rules and regulations, and such ordinances as may be adopted.

Cemetery Lot Certificates may be purchased on a payment schedule with a twenty-five percent (25%) down payment for each grave purchased with equal monthly payments for up to one (1) year. There will also be a ten percent (10%) administration fee for financing. The financing fee will be paid up front with the twenty-five percent (25%) down payment. Payments are due each and every month as determined at the time of purchase.

In the event of non-payment, the Owner will attempt to notify the purchaser. If no response is received within thirty (30) days, the Owner will notify the purchaser by certified mail. The purchaser then has thirty (30) days to contact the Owner to make arrangements. If no response is received, all rights under the Certificate(s) will revert back to the Owner and no reimbursements or refunds will be given.

Part 2 – Payment of Service Charges. Burial service charges must be paid at the time of the issuance of the order of interment or disinterment and removal.

Part 3 – Past Due Indebtedness. Arrangements for the payment of any and all indebtedness due to the Owner must be made before interment will be made in any grave or plot.

## **SECTION 7: RIGHTS OF HOLDERS OF CEMETERY LOT CERTIFICATES**

Part 1 – Interment Rights of Holder of the Cemetery Lot Certificate. All right to burial is held by the holder of the Cemetery Lot Certificate who is identified in said Certificate.

The spouse of a holder of the Cemetery Lot Certificate for any grave or plot containing more than one interment space has a vested right of interment of their remains in the grave or plot if more than one interment space is unoccupied at the time the person becomes the spouse of the holder of the Cemetery Lot Certificate.

No conveyance or other action of the holder of the Cemetery Lot Certificate, without the written consent of the spouse of the holder of the Cemetery Lot Certificate divests the spouse of a vested right of interments, except that a final Judgment of Divorce between them terminates the vested right of interment, unless otherwise provided in the Judgment.

If two or more persons are identified on a Cemetery Lot Certificate as holding a right of interment, each holder has a vested right of interment in the plot conveyed. Upon the death of a one of the holders, the right to interment in the plot immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased holder.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth, the fact of the death of the holder of a Cemetery Lot Certificate and the name of the person or persons entitled to the use of the plot, is complete authorization to the Owner to permit the use of the unoccupied portions of the plot, by the person entitled to burial.

An affidavit by any person having knowledge of the facts setting forth the fact of the death of one (1) joint holder of a Cemetery Lot Certificate and establishing the identity of the surviving joint holders named in the Cemetery Lot Certificate to any plot, when filed with the Owner is complete authorization to the Owner to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint holders or their successors in interest.

When there are several holders of a Cemetery Lot Certificate, they may designate one (1) or more persons to represent the plot and file written notice of designation with the Owner. In the absence of such notice or of written objections to its doing, the Owner is not liable to any holder for interring or permitting an interment in the plot upon the request of direction of any co-holder of Cemetery Lot Certificate.

No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one (1) deceased person interred in a single interment space in violation of the rules and regulations.

Part 2 – Family Plot Held Inalienable. In a family plot one (1) grave may be used for interment of the holder of the Cemetery Lot Certificate; one (1) for the holder's surviving spouse, if any, who by law has a vested right of interment in it; and in those remaining, if any, the parents and children of the deceased holder in order of death may be interred without consent of any person claiming any right of interment in the plot. If no parent or child survives, the right of interment goes in the order of death first, to the spouse of any child of the holder of record and second, in the order of death to the next heirs at law of the holder of the Cemetery Lot Certificate or the spouse of any heir at law.

Any surviving spouse, parent, child, or heir who has a right of interment in a family plot may waive such right in favor of any other relative, or spouse, of a relative or either the deceased holder of a Cemetery Lot Certificate or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

The Owner may take and hold any burial rights as to any plot conveyed or devised to it by a holder of a Cemetery Lot Certificate so that it will be inalienable, and interments shall be restricted to the persons designated in the conveyance or devise.

Part 3 – Descent of Right of Interment. If no interment is made in an interment grave or plot for which a holder of a Cemetery Lot Certificate has been transferred to any individual, or if all remains previously interred are lawfully removed, upon the death of the holder of a Cemetery Lot Certificate, unless they have disposed of the right to burial represented in the Cemetery Lot Certificate by a written declaration filed and recorded in the Cemetery office of the Owner, the right to interment descends to the heirs at law of the holder of the Cemetery Lot Certificate, subject to the rights of interment of the decedent and their surviving spouse and any other holders of the right to interment in the plot.

## **SECTION 8: TRANSFERS OR ASSIGNMENTS**

Part 1 – Consent of Owner. No transfer or assignment of any right to interment evidenced by a Cemetery Lot Certificate shall be valid until the consent of the Owner has been endorsed thereon and the same has been paid in full and recorded in the books of the Owner. If the original holder(s) of a Cemetery Lot Certificate is/are deceased and a legitimate direct heir requests that the right of interment in the grave(s) be put into their name(s), the Owner will request, at a minimum, the following by the heir(s):

- A. Proof of relationship, *i.e.*, birth certificate, deceased relative's marriage license or birth certificate, etc. A copy of this documentation for Owner's Cemetery files will also be required.
- B. If no proof exists, or if person(s) seeking the transfer is/are not a "direct" heir(s), the Owner will request for them to produce a notarized letter from at least two (2) different family members, preferably from two (2) different generations, acknowledging that no other family member(s) or other person(s) have an interest in the right of interment.

In addition, when the circumstances in "B" exist, the Owner requires the person(s) seeking to gain interest in interment in the grave(s) to sign a release form, which exempts the Owner from any claims arriving out of such transfer(s).

In the instance of a holder of a Cemetery Lot Certificate wishing to sell or transfer his or her interest in interment to another individual, a notarized statement outlining such is required and will be placed on file at the Owner's office. Please see the "Transfers or Assignments" section for this form.



Part 2 – Indebtedness. The Owner may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Owner with regard to the grave or plot of record.

Part 3 – Transfer Charges. The Owner shall charge a transfer fee for all transfers of rights under a Cemetery Lot Certificate. The transfer fee from a Township resident to another Township resident shall be Ten and no/100 (\$10.00) Dollars. The Owner shall require proper proof of residency by the deceased that is to occupy the transferred grave or plot.

The fee for transfer of a right of interment in a grave or plot of a Township resident to a non-Township resident shall be Twenty-Five and no/100 (\$25.00) Dollars and the difference in the current resident vs nonresident fee. The Owner shall require proper proof of residency by the deceased that is to occupy the transferred grave or plot. Rates for these charges are subject to change at the discretion of the Owner. No transfer of a right of interment under a Cemetery Lot Certificate shall be complete or effective until all fees are paid.

Part 4 – Reconveyance of Cemetery Lot Certificate. The holder of a Cemetery Lot Certificate shall have the right of burial of the dead only and shall allow no interments for remuneration. Any person holding burial rights and not having used any part of the lot wishing to give up such rights may re-convey the rights to the Township and will be paid the amount of the original purchase price.

## **SECTION 9: CONTROL OF WORK BY THE OWNER**

Part 1 – Work to be Done by Owner. All grading, landscape work, improvements of any kind and care of graves or plots shall be done by the Owner. This includes all trees and shrubs and herbage or any kind planted, trimmed, cut or removed, and all openings and closing of plots, and all interments, disinterments and removals.

Part 2 – Owner's Management Must Direct and May Remove Improvements. All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Owner's management. Should any improvements or alterations be made without the Owner's written consent, they shall retain the right to remove, alter or change such improvements or alternations at the expense of the holder of a Cemetery Lot Certificate including any event that they become unsightly.

## **SECTION 10: DECORATION OF GRAVES OR PLOTS**

Part 1 – Floral Regulations. No flower receptacles, glass vases or any other glass decorations may be placed on any grave or plot, unless approved by the Owner. If approved, they shall be of metal or an approved size and design and, in the case of a burial park, set wholly beneath lawn level. Such receptacles may be purchased from and placed by the Owner when available.

**Summer** flowers, pots, shepherd hooks, baskets, etc. are to be removed by October 15<sup>th</sup>.

**Winter** wreaths, grave blankets, flowers, decorations, etc are to be removed by March 15<sup>th</sup>.

The Owner reserves the right to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from its Cemetery, graves or plots as soon as, in the judgment of the Owner's management, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained.

The standard defined planting and decoration areas are defined as follows:

1. Twelve (12) inches or less to the front of the monument.
2. Four (4) to Six (6) inches or less to both sides and the rear where space allows depending on the size of the monument not to exceed the width of the grave.

The Owner reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Owner shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The Owner shall not be liable for lost, misplaced, or broken flower vases. The Owner shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The Owner reserves the right to prevent the removal of any flowers, floral design, trees, shrubs, or plants, or herbage of any kind, unless it give its consent.

Part 2 – Rose Bushes Prohibited, Trees, Thorn Bushes, Etc. All types of trees, shrubs, bushes, etc., bearing thorns or needles are prohibited. The Owner reserves the right to remove any such plantings. The Owner's management must approve all plantings.

**Cemetery Sections N and R** – no in-ground planting or any kind is allowed.

Part 3 – Removal of Floral Frames. Floral Frames, which are removed from the grave or plot site unless called for within five (5) days by those lawfully entitled to them, may be disposed of by the Owner in any manner it sees fit.

Part 4 – Certain Ornaments Prohibited. The placing of boxes, shells, toys, metal design, ornaments, chairs, settees, benches, vases, glass, wood or iron cases, and similar articles, upon plots shall not be permitted, and if so placed, the Owner will not be responsible for such items and may remove the same if necessary. In some circumstances granite benches are engraved and used as a dual headstone over two (2) graves. This requires notification and permission of the Owner.

## **SECTION 11: MARKERS OR MEMORIALS**

Part 1 – Memorial Materials. All memorials must be constructed of granite, marble, or other approved stone as stated in Section 2 above. Bronze memorials may be used with permission of the Owner but must be mounted on a granite or concrete base.

Part 2 – Foundations. Foundations for memorials shall conform to specifications set by the Owner. All memorials require foundations that span, at least, the entire base of the memorial.

**Foundation Fees. Foundation Fees shall be set by Resolution of the Township Board of Trustees.**

An Authorization for Installing Foundation Form must be completed for all foundation orders. Full payment (effective rate when poured), must accompany the completed Authorization for Installing Foundation Form.

Authorizations for Installing Foundation Forms must be received in the Office of the Port Huron Township Clerk before May 1 and October 1 for completion each spring and fall, respectively. Foundations are usually finished within three (3) weeks, weather permitting.

The Township Trustees and/or employees are NOT authorized to determine the location of a foundation or the placement of names on a memorial stone. Pre-need monument orders should make burial assignments in the Cemetery Records, in advance, with the Clerk of Port Huron Township.

**Minimum and Maximum Monument Foundation Sizes:**

Foundations must be a minimum of four (4") inches longer than the base or longest point of the monument.

Minimum Foundation Length is twenty-eight (28") inches. (some exceptions may be allowed for flat stones, please check prior to issuing payment)

Maximum Foundation Length for one (1) grave is forty-one (41") inches.

Maximum Memorial Size for one (1) grave is thirty-seven (37") inches.

Maximum Foundation Length for two – three (2 – 3) graves is fifty-two (52") inches.

Maximum Memorial Size for two – three (2 – 3) graves is forty-eight (48") inches.

Maximum Foundation Length for four – five (4 - 5) graves is sixty-four (64") inches.

Maximum Memorial Size for four – five (4 – 5) graves is sixty (60") inches.

Maximum Foundation Length for six (6) graves is seventy-six (76") inches.

Maximum Memorial Size for six (6) graves is seventy-two (72") inches.

The maximum longest point of a monument stone for a single grave may not exceed thirty-four (34") inches without prior written authorization from the holders of Cemetery Lot Certificates for adjoining graves.

No memorial shall exceed seventy-two (72") inches under any circumstances.

No memorial shall exceed thirty-eight (38") inches in height or exceed a depth of twelve (12") inches for one (1) grave, fourteen (14") inches for two - three (2-3) graves, or sixteen (16") inches for four (4) or more graves.

### **Veteran Plaque Foundations:**

Veteran plaques, received through Veteran Affairs, are installed on a thirty (30") inch foundation. Although these are installed at the cost of the Township, a completed Authorization for Installing Foundation Form is required.

### **Removal and Replacement of Old Foundations:**

Old foundations are removed and replaced only upon request of the holder of a Cemetery Lot Certificate. The removal fee and effective rate per inch of replacement foundation shall be set by Resolution of the Township Board of Trustees. The removal fee must be paid, plus the effective per inch replacement rate, with the submission of the Authorization for Installing Foundation Form. No foundations will be replaced at the cost of the Township.

Part 3 – Repair and Maintenance. All expenses incurred in setting, repairing or maintaining memorials shall be borne by the holder of a Cemetery Lot Certificate or their legal representatives, if the holder is deceased. The Owner shall also not be held responsible for memorials accidentally damaged by staff during maintenance activities or burials. When damage does occur to a memorial, the Owner may, at its discretion, attempt to repair it and is not obligated to replace it.

Part 4 – Memorial Site Placement. Memorial sites may only be constructed or erected on lots of sufficient size so as no portion of the memorial site extends beyond the grave, plot or lot borders.

Part 5 – Memorial Removal. If any grave or plot memorial is allowed to fall into disrepair by the holder of a Cemetery Lot Certificate or their legal representatives, if the holder is deceased, the Owner may remove it. The Owner shall have no responsibility for the return of the memorial to the holder of a Cemetery Lot Certificate, or their legal representatives, if the holder is deceased.

Part 6 – Companion Markers. Companion memorials are permitted. However, only one (1) additional memorial will be permitted per grave and shall be placed at the opposite end of the grave that the existing memorial is located on and shall be installed flush with the

ground.

Part 7 – Memorial Size. Maximum size of memorials depends on how many single graves are owned in a plot or lot. A single grave maximum size of thirty-seven (37”) inches is allowed, two (2) to three (3) graves — forty-eight (48) inch maximum allowed, four (4) to five (5) graves — sixty (60”) inch maximum allowed and six (6) graves — seventy-two (72”) inch maximum allowed. No memorial shall exceed seventy-two (72”) inches under any circumstances. All memorials shall not exceed forty-eight (48”) inches in height and sixteen (16”) inches in depth.

Part 8 – Memorial Orientation. Monuments shall be centered on individual graves or centered when a Cemetery Lot Certificates are held for a combination of graves by the same family and located one (1) foot into the lot at the common lot line.

## **SECTION 12: ROADWAYS AND REPLATTING**

Part 1 – Right to Re-plat, Re-grade and Use Property. The right and privilege, at any time, to resurvey, enlarge, diminish, re-plat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the cemetery property hereby mapped and platted including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives and to file amended maps or plats thereof is expressly reserved by the Owner

The use of the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for disposal or interment of dead human bodies, or other Cemetery purposes, together with easements and rights of any way over and through said premises for, and the right and privilege of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communications lines, or for any other purposes, is also hereby expressly reserved by the Owner.

Part 2 – No Right Granted in Alleyways. No easement or right of interment is granted to any holder of a Cemetery Lot Certificate in any road, drive, alley or walk within the Cemetery but such road, drive, alley or walk may be used as a means of access to the Cemetery or buildings as long as the Owner devoted it to that purpose.

## **SECTION 13: CONDUCT OF PERSONS WITHIN THE CEMETERY**

Part 1 – Must Use Walks; Users assume Risk. Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads except the grass and burial grounds may be used when that is the only way to reach the site. Any injury sustained while walking on the grass or burial portion of the Cemetery shall not give rise to liability of the Owner, unless the injury is caused by latent defects of which the Owner had, or should have had, reasonable notice.

Part 2 – Children. Children under fifteen (15) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by an adult.

Part 3 – Flowers. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants or feeding or disturbing the birds or fish or other animal life.

Part 4 – Refreshments. No person shall be permitted to have refreshments within the Cemetery, except as authorized by the management.

Part 5 – Loitering Prohibited. Persons other than holders of Cemetery Lot Certificates or relatives shall not be permitted to loiter in the Cemetery, or in any of the buildings.

Part 6 – Loud Talking. Boisterous or unseemly conduct shall not be permitted in the Cemetery, or in any of the buildings.

Part 7 – Smoking. Expecting or smoking within any of the buildings is prohibited.

Part 8 – Rubbish. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

Part 9 – Automobiles. Automobiles shall not be driven through the grounds at a speed greater than five (5) miles per hour, and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

Part 10 – Bicycles and Motorcycles. No bicycles or motorcycles, skates or similar conveyances shall be admitted to the Cemetery except such as may be in attendance at funerals or on business.

Part 11 – Peddling or Soliciting. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Owner under its direction is prohibited within the confines of the Cemetery without the Owner. Violation of this rule will result in immediate dismissal.

Part 12 – Firearms. No firearms shall be permitted within the Cemetery except on special permit from the management or duly constituted authorities.

Part 13 – Notice and Advertisements. No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Owner.

Part 14 – Pets. Pets shall not be allowed on the Cemetery grounds or in any of the buildings.

Part 15 – Hours, Grounds, and Office Open. Cemetery grounds, office and building shall be open from 8:30 AM to 4:30 PM. Common hours of visiting a grave or plot are dawn to dusk.

Part 16 – Improprieties. It is of the utmost importance that there should be strict observance of all of the proprieties of the Cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

Part 17 – Superintendent to Enforce Rules. The superintendent or its designee(s) are hereby empowered to enforce all rules and regulations, and to exclude from the property of the Owner any person or persons violating the same. The Superintendent and its staff shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, holders of Cemetery Lot Certificates, and visitors.

#### **SECTION 14: FEES, GRATUITIES AND COMMISSIONS**

Part 1 – Gratuities May Not be Accepted by Employees. No person, while employed by the Owner shall receive any fee, gratuity or commission, except from the Owner either directly or indirectly, under penalty of immediate dismissal.

#### **SECTION 15: PROTECTION AGAINST LOSS OR DAMAGE**

Part 1 – Use of Guards and Non-Responsibility. The Owner shall have the right to maintain guards if, in its discretion it deems it necessary, but is under no legal obligation to do so.

Whether or not guards are used, the Owner distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, for damage caused by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

Part 2 – Owner May Charge for Unusual Repairs Necessitated by Acts of God, Vandalism, or Other Events. In the event it becomes necessary to repair or reconstruct any marble, granite, bronze, or concrete work, on any section or plot, or any portion thereof in the Cemetery, which has been damaged by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the Owner shall not be held responsible for such damages. The Owner will attempt to give a ten (10) day written notice of the necessity for such repair to the holder of a Cemetery Lot Certificate of record or their legal representatives, if the holder is deceased, as filed in the Owner's office.

The notice shall be given by depositing the same in the United States mail addressed to the holder of a Cemetery Lot Certificate of record or their legal representatives, if the

holder is deceased, at the address listed on the books of the Owner. In the event the holder of a Cemetery Lot Certificate or their legal representatives, if the holder is deceased, fail to repair the damage within a reasonable time, the Owner may direct that the repairs be made and charge the expense against the holder of a Cemetery Lot Certificate of record or their legal representatives, if the holder is deceased.

## **SECTION 16: CHANGE IN ADDRESS OF HOLDER OF CEMETERY LOT CERTIFICATE**

Part 1 – Holders of Cemetery Lot Certificate Must Notify Owner. It shall be the duty of the holder of a Cemetery Lot Certificate or their legal representatives, if the holder is deceased, to notify the Owner of any change in their post office address. Notice sent to a holder of a Cemetery Lot Certificate or their legal representative, if the holder is deceased, at the last address on records in the Owner’s office shall be considered sufficient and proper legal notice.

## **SECTION 17: GENERAL MAINTENANCE AND PERPETUAL CARE**

Part 1 – General Maintenance. General care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the Cemetery Fund. These include such activities as planting, cutting, watering, and care of lawns, trees, and shrubs as well as cleaning and upkeep of buildings. Also included are the maintenance of utilities, walls, roadways and walks.

Perpetual Care. Perpetual Care is a required grave maintenance agreement whereby the continual care of a lot is provided by the Township for a set fee included in the purchase price of a lot. No burial shall be permitted nor shall any marker be placed prior to the purchase of perpetual care.

The Owner may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it is its sound discretion shall deem to be for the best interests of the Cemetery in question to the end that the Cemetery generally be kept in the best condition possible with the limits of such income.

Part 2 – Investment of Cemetery and Perpetual Care Funds. The money received for cemetery and perpetual care shall be held in trust and invested as provided by law. The Owner reserves the rights, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

Part 3 – Township Board to Direct Expenditures. The net income from the Cemetery Fund shall be expended by the Owner in such manner as will, in its judgment, be most advantageous to the holders of Cemetery Lot Certificates, as a whole, and in accordance with the purposes and provisions of the laws of the State of Michigan applicable to the expenditure of such funds.



The Owner is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said fund shall be expended, and it shall expend the net income in such a manner as, at its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds and may include those items specifically excepted by Endowment Care Exceptions.

It may also expend the income for attorney's fees and other costs necessary for the preservation of the legal rights of the Owner.

## **SECTION 18: VAULTS**

Part 1 – Vault Required. Steel or concrete vaults are required for all burials within the Owner's Cemetery. The Owner reserves the right to refuse performing interments when a vault manufactured of unapproved material is requested.

Part 2 – Infant Burials. Infants are typically placed in a casket/vault all in one combination. The casket is made so that the plastic encasing is a vault. These are typically placed in a grave three (3) to four (4) feet in depth.

## **SECTION 19: PENALTIES**

Any person, firm or corporation who violates any of the provisions of the within ordinance shall be guilty of a misdemeanor and shall be subject to a fine of up to One Hundred and no/100 (\$100.00) Dollars and/or imprisonment for up to ninety (90) days in jail as may be determined by a court of competent jurisdiction. Each day that a violation continues to exist shall constitute a separate offense. Any criminal prosecutions hereunder shall not prevent civil proceedings for abatement and termination of the activity complained of.

## **SECTION 20: SEVERABILITY**

The provisions of the within ordinance are hereby declared to be severable and should any provision, section or part thereof be declared invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decision and shall not affect or invalidate the remainder of such ordinance which shall continue in full force and effect.

## **SECTION 21: EFFECTIVE DATE**

The above Ordinance was offered for adoption by Township Board Member Livingston, and was seconded by Township Board Member Riehl, the vote being as follows:

YEAS: Livingston, Dudas, Shonka, Riehl, Collins, Davis, Lewandowski

NAYS: None

ABSTAIN/ABSENT: None

ORDINANCE DECLARED ADOPTED:

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By: Benita Davis, Clerk  
Charter Township of Port Huron

**CERTIFICATION**

I hereby declare that the above is a true copy of an Ordinance adopted by the Charter Township of Port Huron Board at a board meeting held on Monday, September 15, 2014, at the Charter Township of Port Huron Hall, pursuant to the required statutory procedures.

DATED: 9/15/2014

Respectfully submitted,

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By: Benita Davis, Clerk  
Charter Township of Port Huron