

## CRYSTAL LAKE TOWNSHIP CEMETERY ORDINANCE # \_\_\_\_\_

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance and management of cemeteries owned by the Township of Crystal Lake, County of Benzie, State of Michigan; to provide penalties for the violation of said ordinance; and to repeal all ordinances or parts of ordinances thereof in conflict herewith. Nothing shall supersede but shall be subject to any statute governing cemeteries in the State of Michigan.

The Township of Crystal Lake, County of Benzie, and State of Michigan hereby ordains that:

### SECTION I: TITLE

This amendment of the Ordinance shall be known and cited henceforth as the "Crystal Lake Township Cemetery Ordinance."

### SECTION II: PURPOSE AND INTENT

The Crystal Lake Township Board recognizes and concludes that the proper and reasonable maintenance, appearance and use of the cemeteries owned by the Township is an important function of the government of the Township. It is also important that burials, disinterment, and other matters associated with a township cemetery are handled in a respectful and proper way to promote the safety, public health and general welfare of the community. The Township Board finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the Township.

### SECTION III: DEFINITIONS as used in this Ordinance,

**"Abandoned"** shall reference any such Lot or Burial Space that has been unused for a term of not less than forty (40) years.

**"Board"** or **"Township Board"** shall refer to the Crystal Lake Township Board consisting of the Supervisor, Clerk, Treasurer, and Trustees.

**"Burial Right"** means the Township-given privilege to Interment in a specified earthen area, or Entombment in a Crypt. It does not grant any ownership right in the land, which remains the property of the Township.

**"Burial Space"** or **"Space"** means an area designed, intended, or used for the Interment or Entombment of a human body or Cremains, or the placement of a Marker.

**"Cemetery"** means that ground dedicated by the Township for earth Interment or Crypt Entombments of human remains and includes all land the Township has set aside for burial, whether currently developed or not.

**"Cemetery Administrator"** shall refer to the Board's designated representative(s) for cemetery management.

**"Certificate of Burial Right"** or **"Certificate"** means the official paper document recording of dates, costs, owners, locations, and other important information issued upon purchase of a Burial Right. Owners shall be given the original, and the Township shall maintain a copy.

**"Cremains"** means the residuals that are collected after cremation.

**“Crypt”** shall be interchangeable with **“Mausoleum,”** or **“Tomb,”** and refers to an above ground chamber of sufficient size to entomb the remains, usually un-cremated, of a decedent.

**“Decoration”** means any transitory, seasonal, or non-permanent inorganic adornment of a Grave.

**“Entombment”** means the enclosure of human remains in a Crypt.

**“Foundation”** means a durable, usually concrete, slab to set and level a Marker.

**“Full Burial”** means the Interment or Entombment of the non-cremated remains contained most often within a casket.

**“Grave”** means the physical space in which human remains are buried or entombed.

**“Green Burial”** refers to a ‘natural’ burial where the Interment of the dead in the soil is performed in a manner that does not inhibit decomposition but instead allows the body to recycle back into the earth quickly and ‘naturally’ as it would without human intervention (e.g. embalment).

**“Interment”** means the disposition of human remains in a determined depth of earth either by burial or inurnment. **“Disinterment”** is the reverse process of interment.

**“Lot”** or **“Plot”** refers to an area of earth most often, but not always, measuring between 4x8 feet and 4.5x10 feet for a Full Burial, and measuring approximately one quarter or less for Cremains, and shall have an assigned cemetery name, section or block, and number for location/identification purposes.

**“Marker”** or **“Monument”** are interchangeable terms that refer to any substantial Grave indicator that is intended to be permanent.

**“Ordinance”** refers to this document duly passed and made public by the Crystal Lake Township Board.

**“Owner”** means any person owning or possessing, by permission or inheritance, the right of Interment in a Burial Space.

**“Planting”** refers to the organic indicator or adornment of a Grave or Plot.

**“Sexton”** refers to the person employed to look after a cemetery, specifically as a grave digger; a representative employed by the Township to assist in the overseeing of Cemetery operations.

**“Township”** shall refer to entity of Crystal Lake Township government with the ultimate authority and judgment residing with that of the Board.

**“Vault”** refers most often to the underground cement structure that entombs a coffin.

#### **SECTION IV: SALE OF BURIAL RIGHT**

- (A) Purchase of a Burial Right shall be a limited contractual right, not a property deed.
- (B) Burial Rights may be subject to extinguishment, reclamation, or abandonment.
- (C) The Township Board shall from time to time, by separate resolution, establish the price for a Burial Right and the fee for transferring any Burial Right under the terms and conditions of this Ordinance.

- (D) The cost to Township property owners and non-owners of township property may differ. With a written request to the Cemetery Administrator, special consideration may be given to long-term residents, such as renters, who do not own property.
- (E) When a person purchases a Burial Right, as a non-Crystal Lake Township property owner, and later becomes a Crystal Lake Township property owner, there shall be no refund of the cost difference.
- (F) Upon purchase of a Burial Right, the purchaser will be issued a Certificate approved and executed by the Cemetery Administrator, a copy of which shall be held in township files. The Certificate entitles the owner and heirs all rights associated with Interment.
- (G) When a Burial Right is purchased by more than one person, other than husband and wife, each shall be named on the Certificate. All known heirs inheriting the rights shall be noted.
- (H) Burial Rights shall not be purchased for speculative purposes and may not be sold to third parties.
- (I) A Burial Right may allow for the construction of a retaining wall, depending on the landscape and topography of the Lot involved. All construction of said walls must be approved by the Township to meet certain standards and size requirements; all associated costs shall be assumed by Owner.
- (J) Each Burial Right is sold subject to the Ordinance rules now in effect or that may be hereinafter adopted or amended by the Board.
- (K) The Township may provide a designated Space for the Interment of the indigent.

#### **SECTION V: VACATION/EXGUISMENT OF BURIAL RIGHT**

- (A) The ownership of a Burial Right is nontransferable, except by inheritance.
- (B) Upon the written request of the original purchaser of a Burial Right or a person inheriting the Burial Right, the Township shall repurchase the Burial Right from the owner at the original price paid to the Township, less an administrative fee as determined by resolution of the Township Board.
- (C) If a Burial Right has not been used for more than forty (40) years after the Burial Right was purchased, the Cemetery Administrator shall send by certified mail, return receipt requested, to the last owner of record a written notice informing him or her that the forty (40) years period has expired and that the Burial Right shall be forfeited to the Township, unless within sixty (60) days of the date of mailing the notice, he or she affirmatively indicates in writing to the Cemetery Administrator his or her desire to retain the Burial Rights.
- (D) If the Cemetery Administrator receives no written response within sixty (60) days after mailing the notice required to be sent pursuant to subsection (C) above, the Burial Right identified in the notice shall revert to the Township free and clear from any claims of that original purchaser or any person who inherited the Burial Right. The Cemetery Administrator shall then cancel in the official cemetery records the Burial Right issued and indicate in those records that the Burial Right is eligible for resale under the terms and conditions of this Ordinance.

## **SECTION VI: INTERMENT AND DISINTERMENT**

- (A) All charges related to the Township's part in the opening and closing of a Burial Space, and in Interment or Disinterment, shall be established and adjusted by the Board resolution and that may be changed from time to time to accommodate current costs.
- (B) A Burial Right shall be used for no other purpose than the burial of the human dead.
- (C) All burials shall be that of the Burial Right Owner or his/her immediate family or rightful heirs, or by special written permission by a legal representative of same.
- (D) All burials shall be positioned in accordance with instructions provided by the Cemetery Administrator and be recorded on Plot diagram and held in the township files.
- (E) The Township requests a minimum of thirty-six (36) hours notification of an Interment or Disinterment.
- (F) Interment and Disinterment of Cremains shall take place with the direct supervision of the Sexton.
- (G) Interment of a Full Burial requires direct supervision by the Sexton and a licensed funeral director. Disinterment of a Full Burial requires the same plus additional permitting from the local health department, unless ordered otherwise by a court of competent jurisdiction.
- (H) The Sexton operates, weather permitting, between Apr. 1 and Nov. 11, or by special arrangement.
- (I) Official documentation of the deceased and the state of the remains (i.e. Certificate of Death or Certificate of Cremation) shall be required and can additionally include, but is not limited to, a Burial Permit and a Burial Transit. No Interment shall take place without all specified paperwork filed with the Township.
- (J) No burial shall take place unless the Burial Right and other costs and fees have been paid in full.
- (K) Full Burials may be enclosed in metal or concrete Vaults, or rough boxes, or surrounded by a Grave liner, as determined by family choice in conjunction with a Funeral Director and the Cemetery Administrator and shall be installed only by authorized firms.
- (L) Green Burials shall be accommodated if arranged with a qualified funeral service provider.
- (M) Cremains must be interred in a designated Burial Space and not scattered above ground. A sustainable, retrievable container is advised but not required for the containment of Cremains. The Township shall not be liable for the condition of any retrieved Cremains or the container in which Cremains were buried.
- (N) Damage to the surrounding area, Graves, and Monuments during preparation to a burial and a burial shall be the responsibility of the burial party, even if the Sexton assists in vault installation.
- (O) A Crypt shall be constructed with special written permission granted by the Cemetery Administrator and construction plans meet any applicable construction codes and Township expectations.

(P) Once a casket or urn containing the remains of a human body is within the confines of the Cemetery, no one shall be permitted to open the casket or other container, without the written consent of the legal representative of the deceased, those who inherited the Burial Rights, and/or an order signed by a court of competent jurisdiction. This provision shall not apply to proceedings for the removal and re-Interment of any form of remains when matters are under the supervision of the local health department.

(Q) The re-opening, Disinterment or transfer of a Full Burial shall be accomplished when the Cemetery is open, and only with the correct and legal applicable permit (e.g. the health department) except by court order. Costs of all removals (casket, Vault, cremains container, Marker and/or Foundation) shall be at the expense of the requesting party. Cash or surety bond, determined by Township to be sufficient to cover all costs of the Grave re-opening or Disinterment, shall be posted with the Township prior to such action. All work shall be completed in a manner deemed satisfactory by the Cemetery Administrator in the reasonable exercise of discretion.

(R) The Township shall not be responsible for errors in location of Burial Space, especially such as those arising from improper instructions from the Owner or funeral directors, who shall be considered representative of the Owner.

(S) Upon refusal of the Cemetery Administrator to permit Interment because of lack of adherence to any terms of this Ordinance, the Cemetery Administrator shall refund to the owner the original Burial Right purchase price, less an administrative fee, and all interest of the Owner shall revert to the Township. The administrative fee shall be determined by Township Board resolution.

#### **SECTION VII: GRAVE MARKERS, MONUMENTS & MEMORIALS**

(A) A qualified Marker shall be installed within one year of burial by Owner for both safety reasons and aesthetic value.

(B) All Markers and Foundations shall be positioned in accordance with instructions provided by the Cemetery Administrator.

(C) All Markers shall be of granite or other material of equally durable composition.

(D) A suitable Foundation must be placed under a Markers, one adequate to maintain Marker in a lasting, erect position. Foundation shall be not less than two inches greater in length and width than the Monument it holds.

(E) All Foundations and corner Markers shall be installed by the Sexton.

(F) Placement of a Marker shall be arranged with the Cemetery Administrator and the assistance of at least one of the following: the family of the deceased, the Sexton, the Monument company, or the funeral director; and all to the satisfaction of the Cemetery Administrator. Placement shall then be recorded on a Plot diagram and held in the township files. An especially large upright Marker, the Township may require a minimum width of two adjacent Lots.

(G) Families and individuals shall place monuments and similar items at their own cost and at their own risk. The Township assumes no liability and is not responsible for the oversight, repair or replacement of Markers, walls, crypts, and similar items except when Township employees or volunteers directly cause damage to such items.

- (H) Private contractors installing a Marker shall be responsible for damages caused to the Marker, as to surrounding Cemetery grounds and any other Markers during installation.

#### **SECTION VIII: THE TOWNSHIP'S PERPETUAL CARE OF THE CEMETERY**

- (A) The general and overall perpetual care of the Cemeteries is assumed by the Township and may include but is not limited to the cutting of the grass at reasonable intervals, the overall raking and cleaning of the grounds, the regulation of Decorations and Plantings, the seeding of grass post-burial, signage, road maintenance and overall landscape planning, all at the discretion of the Township.
- (B) The Township, at its discretion, may supply a water source on site.
- (C) The Township, at its discretion, may provide trash disposal for inorganic waste associated with general maintenance by the Township and by Owners only; all organic waste shall be collected in a separate container or recycled into designated areas in Cemetery grounds.
- (D) There shall be no perpetual care provided in certain designated areas, such as the Memorial Woods section, North Cemetery.

#### **SECTION IX: OWNER DECORATIONS, PLANTINGS AND CARE OF LOTS**

- (A) Owners may assist the Township in the maintenance their Plot but shall be limited to light chores such as raking, pruning, and trimming.
- (B) Inorganic Decorations that are transient and extraneous (for example, artificial flowers, plaques, trinkets), especially those made of plastic and Styrofoam, are prohibited for reasons of overall aesthetics and maintenance. Examples of prohibited Decorations include but are not limited to fences, trellises, statues, figurines, vigil lights, wreathes, Grave blankets, shepherd's hooks, crosses, and banners.
- (C) The Township reserves the right to remove, without notice to Owner and regardless of time, any Decorations that are expressly prohibited or are deemed to:
  - 1) Interfere with maintenance or usage of surrounding areas
  - 2) Offend the natural setting and overall simplicity of the area, and/or
  - 3) Show signs of neglect. Once removed, the Township assumes no responsibility for their return and the cost of removing un-authorized Decorations may be charged to Owner.
- (D) A bench, except when functioning in dual capacity as Monument, shall be prohibited, as is any onsite storage facility or container.
- (D) Seasonal pots or in-ground plantings such as flowers from bulbs, are permitted if they do not interfere with mowing or encroach on adjacent property; pots are limited to two per Plot, shall be in substantial non-plastic containers, and then placed only in line/in close proximity to a Marker to facilitate maintenance and aesthetics. Whether potted or planted, the Township assumes no responsibility if damaged or destroyed by maintenance.
- (E) All Plantings may be trimmed, moved or removed by Township without notice if they are deemed by the Township to be dead, dying or detrimental to the appearance and/or general maintenance of the Cemetery.
- (F) From time to time, the Township may require an Owner to remove, and/or to bear the cost to remove Plantings (trees, limbs, bushes and shrubs, as well as their stumps and underlying root systems) on their Plot which interfere with a burial, endanger the public, threaten another's Plot, or become unsightly. Because of liability, removal of such Plantings, stumps and roots shall only

be arranged and accomplished through the Cemetery Administrator. The Cemetery Administrator shall not be required to replace any Plantings that are removed.

(G) Owner's discarded non-organic material planting waste shall be carried away entirely from the cemetery by those who planted; only insignificant, small sized organic materials shall be disposed of in nearby woods.

(I) No sod shall be removed, and there shall be no grading, mounding, leveling, or excavating on Burial Spaces allowed.

(J) The use of water hoses, sprinklers or other sustained watering delivery systems is prohibited.

(K) Anyone installing Decorations or Plantings for (Owners, gardeners, landscaping companies) shall be responsible for and the repair of any damage to cemetery property, including to roads, turf, or Markers.

#### **SECTION X: CEMETERY CONDUCT**

(A) No person or vehicles shall be permitted in the Township Cemeteries but for the explicit purpose of honoring the dead. Visitors to the Cemetery shall conduct themselves at all times in a manner respectful of the dead, the families of the deceased, the environment, and the Township. Any violation shall be considered illegal trespassing and prosecution of trespassers may be pursued.

(B) The Cemetery shall only be open to the public in the hours from sunrise to sunset (closed from sunset to sunrise). Presence of persons gaining entry or found within cemetery boundaries when closed shall be treated as criminal trespass.

(C) Seasonally, the cemetery shall be open for burials Apr. 1 to Nov. 11 (closed from Nov. 12 to Mar. 31). These dates may be curtailed or extended as weather conditions dictate with the expressed permission of the Cemetery Administrator. Winter burials shall be arranged under special conditions through the Cemetery Administrator.

(D) The following is prohibited activity within the boundaries of the cemetery, whether developed or not:

- 1) Loitering
- 2) Removal or re-arrangement of veterans, historic or fraternal club markers nor survey rods or Plot Markers, fallen or otherwise.
- 3) Use of live ammunition in firearms
- 4) Hunting or trapping on any grounds
- 5) Soliciting, advertising or posting of signs
- 6) Taking of any natural elements (picking of fruit, cutting of flowers, cutting of timber, transplanting groundcover)
- 7) Disturbing of the peace or engaging in any loud, boisterous, rude or profane conduct or noise
- 8) Possession or consumption of alcohol or similar intoxicating substances
- 9) Dumping of household trash, littering or fowling of environment of any kind

#### **SECTION XI: CEMETERY ACCESS AND ROADS**

(A) Entry to the Cemetery shall be through the established entrances only.

(B) Driving off the established roadways within the Cemetery is prohibited; parking shall not block roadways, nor to tread on Graves.

- (C) The Township reserves to itself and to those lawfully entitled thereto a perpetual right of ingress and egress over Burial Spaces for the purpose of passing to and from other Burial Spaces.
- (D) The speed limit is 5 miles per hour.
- (E) Snowmobiles, ATV/ORVs, go-carts and similar vehicles are not allowed on Cemetery property, in accordance with State of Michigan law.

#### **SECTION XII: TOWNSHIP RIGHTS**

- (A) The Township reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery, or sections(s) thereof, from time to time, including the right to modify or change the location of, remove or re-grade roads, drives, walks or any part thereof; and the right to lay, maintain, operate or alter water supply or drainage systems.
- (B) The Township reserves the right to use unsold Cemetery property for Cemetery purposes, including Interment of the dead, or for anything necessary, incidental, or convenient thereto.
- (C) The Township will take all reasonable precautions to protect the grounds and the records of the Burial Right from loss or damage, but the Township disclaims all responsibility for loss or damage from causes beyond its reasonable control (e.g. natural elements, "Acts of God", common enemy, thief, vandal, striker, malicious mischief, explosion, accident, invasion, insurrection, riot, or order of any military or civil authority whether the damage be direct or collateral, other than as herein provided).

#### **SECTION XIII: RECORDS AND ACCOUNT KEEPING**

- (A) The Township shall maintain records relating to the township cemetery operations and it shall allow public inspection and/or disclosure of those records pursuant to the terms and conditions of the Michigan Freedom of Information Act.
- (B) Cemetery records shall be kept separate and apart from any other records of the Township.
- (C) Cemetery records should be detailed and updated for accuracy on a regular basis.
- (D) All monies attributable to the cemetery must be paid to the Township.

#### **SECTION XIV: FINAL ARBITER & APPEALS; CORRECTION OF ERRORS & OMISSIONS**

- (A) The Township Board is the final arbiter of all cemetery operations. Appeals to terms of the Ordinance or decisions made by the Cemetery Administrator shall be brought first to the Cemetery Committee, and further appealed the Township Board.
- (B) The Township reserves and shall have the right to correct any errors that may be made by it, either in undertaking Interments or Disinterment's; or in the description, transfer or conveyance of any Burial Right, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or at the sole discretion of the Township Board, by refunding the amount of money paid on account of said purchase less an administrative fee.
- (C) In the event such error shall involve the Interment of the remains of any person in such property, the Township reserves the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

**SECTION XV: CHARGES AND PAYMENTS**

- (A) Only the Township shall charge for cemetery-related sales (Burial Rights; Foundations, Interments, and Disinterment’s, removal of Plantings and Decorations.)
- (B) All payments for cemetery-related charges shall be made payable to Crystal Lake Township, deposited with the Crystal Lake Township Treasurer and addressed to PO Box 2129, in Frankfort, Mich. 49635.
- (C) Any charges for undertaking, funeral/memorial services; Markers, and associated costs for the purchase, placement, etching and maintenance on same; shall be a private contract between family members or legal representatives of the deceased and contractor providing those services.

**SECTION XVI: PENALTIES**

Any person, firm or corporation who violates any of the provisions of this Ordinance shall be responsible for a municipal civil infraction, as defined in the Crystal Lake **Township’s Civil Infraction Ordinance #2013-01-01.**

**SECTION XVII: REPEAL**

All prior Township Cemetery Ordinances, as amended, including Ordinance No. 2014-09-9, are hereby repealed in their entirety.

**SECTION XVIII: EFFECITVE DATE**

This Ordinance shall become effective thirty (30) days after being published in a newspaper of general circulation within the Township.

Ordinance No. \_\_\_\_\_ of 2021 was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Crystal Lake Township Board as follows:

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Sue Sullivan, Clerk

\_\_\_\_\_  
Amy Ferris, Supervisor

I certify that this is a true copy of Ordinance No. of 2021 that was adopted at a regular meeting of the Crystal Lake Township Board on \_\_\_\_\_, 2021 and published in the \_\_\_\_\_ on \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sue Sullivan, Clerk