

**GAINES CHARTER TOWNSHIP
KENT COUNTY, MICHIGAN**

**AN ORDINANCE TO AMEND CHAPTER 12 CEMETERIES
OF THE GAINES CHARTER TOWNSHIP GENERAL ORDINANCES**

Ordinance # 2025-01

At a regular meeting of the Township Board of the Charter Township of Gaines, held at the Township Offices on January 13, 2025, beginning at 7:00 PM, the following amendments to the Code of Ordinances for Gaines Charter Township were offered for adoption by Township Board Member DeWard, which motion was seconded by Township Board Member Vander Stel.

THE CHARTER TOWNSHIP OF GAINES ORDAINS:

CHAPTER 12: Chapter 12, Cemeteries, of the Code of Ordinances of Gaines Charter Township is amended in its entirety to read as follows:

Footnotes:

-- **(1)** --

State Law Reference-*Authority to acquire and maintain cemeteries, MCL 128.1 et seq.; permit for disposition of body, MCL 333.2850; cemetery regulations act, MCL 456.521 et seq.*

SECTION 12.1 - PURPOSE AND SCOPE

The purpose of this chapter is to provide for the health, safety and welfare of the people of the Township in the matter of all Township cemeteries by the adoption of proper rules and regulations therefor, and all township cemeteries in the Township are subject to this chapter and any and all amendments hereto, and to any fees and charges established by the Township Board as provided for herein. Reference to any Township rules and regulations in any document affecting any Township cemetery shall have the same force and effect as those which are set forth in this chapter.

(Ord. of 9-19-1978, § 1)

SECTION 12.2 - DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Assignee means any person to whom any lot, plot, grave site, or burial unit has been assigned to by the Township. Any and all rights of such assignee shall be as defined herein and by statute.

Burial unit means a lot, niche, or any portion thereof.

Cemetery means any cemetery owned or operated by the Township, and where appropriate to the context, the term "cemetery" shall include the officials in charge of the cemetery, and/or the Township Board.

Family means one person or group of two or more people related by bonds of matrimony, consanguinity, or legal adoption.

Green Burial means the body is not cremated or embalmed. Biodegradable caskets, shrouds, and urns are used. The body also is not interred in a concrete vault.

Interment means the permanent disposition of the remains of a deceased person by cremation and interment, entombment, or burial.

Lot, plot, or burial unit. The term "lot," "plot," or "burial unit" shall be used interchangeably and shall apply with like effect to one or more than one adjoining grave, to one or more than one adjoining crypts or vaults, to one or more than one adjoining niche.

Memorials include a monument, marker, tablet, headstone, private mausoleum, or tomb for family or individual use, tombstone, surface burial vault, urn and crypt and niche plates.

Monument includes a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground.

Registrar means the Township Clerk or other such person as the Township Board may designate from time to time.

Resident means a person living in the Township either owning or renting a dwelling unit. For the purpose of this chapter, the term "resident" shall also include any person who has resided in the Township at least ten years. Where such person is not residing in the Township at death, such person shall also be classified as a resident if one-half of the years of nonresidence is less than their total years of residency.

(Ord. of 9-19-1978, § 2)

SECTION 12.3 - INTERMENTS AND DISTERMENTS

- (a) **Subject to laws.** Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the Township, County and State.
- (b) **Time and charges.** All interments, disinterments, and removals must be made at

the time, in the manner, and upon such charges as fixed by the Township Board as provided herein.

- (c) **Holidays.** No interments, disinterments, removals, cremation or interment service shall be permitted on Sundays, or on any of the following holidays: New Years Day, Decoration Day (Memorial Day), Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and when any of such holidays fall, or are legally observed, on a Saturday or Monday, except by approval of the Cemetery Registrar.
- (d) **Notice.** The Registrar shall have the right to insist upon at least 36 hours' notice prior to any interment and at least 48 hours' notice prior to any disinterment or removal.
- (e) **Application for Interment.** The Registrar shall have the right to refuse interment in any plot, and to refuse to open any burial space for any purpose, except on written application by the plot assignee on record made out on blanks provided by the cemetery and duly filed in the office of the Registrar.
- (f) **Use of Concrete or acceptable metal required.** Every earth interment shall be made enclosed in a concrete box or a box of acceptable metal. Green burials are not allowed in Township cemeteries.
- (g) **Interment of Cremated Remains.**
 - 1. Cremated remains must be permanently interred within a period of four (4) weeks. If the arrangements for interment are not made within the specified time, the cemetery shall be in no way liable for rental space occupied by the remains pending the time they are permanently interred.
 - 2. The cemetery shall be in no way liable or held responsible for any cinerary container, receptacle or urn placed in any plot, other than that constructed of case bronze of standard specification.
 - 3. Pets are prohibited from being buried in Township cemeteries. Additionally, a pet's remains may not be interred with any human remains.
- (h) **Authorization of one plot assignee sufficient.** The Registrar shall have the right to make interment of any member of the immediate family of any one of the several plot assignees upon the latter's authorization. No other person may be interred in any plot without the written consent of all those assignees of the plot who are recorded as such on the books of the cemetery.
- (i) **Location of interment space.** When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened were specified, the Registrar may, in their discretion, open it in such location in the plot as he deems best and proper, so as not to delay the funeral, and the cemetery shall not be liable in damages for any error so made.

1. **Orders given by telephone.** The cemetery shall not be held responsible for any order given by telephone, or for any mistakes occurring from the want of precise and proper instructions as to the particular space, size, and location in the plot where interment is desired.
 2. **Right to correct errors.** The Registrar shall have the right to correct any errors that may be made either in making interments, disinterments or removals, or in the descriptions, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property in a similar location as far as possible, or as may be selected by the Registrar, or, in the sole discretion of the Registrar by refunding the amount of money paid by the subject assignee. In the event such error shall involve the interment of the remains of any person in such property, the Registrar shall have the right to remove and/or transfer such remains so interred to such other property in a similar location as may be substituted and conveyed in lieu thereof. The Registrar shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.
- (j) **Delays in interments caused by protests.** The Township and Township officials 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 the rules and regulations have not been complied with; and, further, the Township reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Township shall be under no duty to recognize any protests of interments unless they are in writing or filed in the office of the Registrar.
- (k) **No liability for embalming or for identity.** The Township shall not be liable for the interment permit nor for the identity of the person sought to be interred or cremated; nor shall the Township be liable in any way for the embalming of the body, unless such embalming is done by the Township, and then only for negligence in performing the embalming.
- (l) **No interment permitted unless all fees and charges are paid.** No interment shall be permitted or memorial placed in or on any grave not fully paid for, except by special consent of the Registrar in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said plot shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the plot assignee of said interments until such charges and fees are fully paid for in cash, including principal and interest, and in case the assignee of said plot shall fail to meet all payments within thirty (30) days after the same are demanded by the cemetery, then the cemetery may re-enter said property and hold the same as of its former estates. The Township thereupon

shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the assignment of such property as liquidated damages. The Township reserves the right and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate, or to remove, single graves, to be chosen by the Township, each of the remains then interred in said plot. The Township, further, shall have the right to remove any memorial that may have been placed on said property.

- (m) **Classification of burial boxes.** Burial boxes over four feet in length will be classed as adult size.
- (n) **Establishment of funeral zone.** When deemed necessary by the Registrar or on request of a lot of assignees or their representative, a funeral zone may be established and properly marked, and no one except persons attending the funeral will be permitted to trespass within its boundaries.
- (o) **Recordation of burial rights.** The number of burial rights assigned on any lot will be recorded on the burial certificate when lots are assigned.
- (p) **Care in removal.** The Township shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial vase or urn incurred in making a removal.

(Ord. of 9-19-1978, § 3)

SECTION 12.4 - GENERAL SUPERVISION OF TOWNSHIP CEMETERIES

The Township Clerk shall keep a record in their office of certificates and receipts for perpetual care of burial units, and a record of burials reported to the Clerk by the Registrar, and such other records as is deemed necessary by the Township Board. The Clerk shall also maintain complete records of all assignments, receipts, burial records, and all other matters affecting Township Cemeteries.

(Ord. of 9-19-1978, § 4)

SECTION 12.5 – SERVICE CHARGES AND PAST DUE INDEBTEDNESS

- (a) **Payment of service charges.** The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal.
- (b) **Past due indebtedness.** Arrangements for the payment of any and all indebtedness due to the Township must be made before interment will be made.

(Ord. of 9-19-1978, § 5)

SECTION 12.6 – CONTROL OF WORK BY CEMETERY

- (a) **Work to be done by the cemetery.** All grading, landscape work and improvements of any kind, and all care of plots, shall be done, and all trees and shrubs and herbage of any kind shall be plated, trimmed, cut, or removed, and all openings and closing of plots, and all interments, disinterments and removals shall be made only by the cemetery.
- (b) **Improvements/alterations of individual property.** All improvement or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Registrar; and, should they be made without their written consent, they shall have the right to remove, alter or change such improvements or alterations at the expense of the plot assignee, or in any event, at any time, in their judgement, they become unsightly to the eye.
- (c) **Cutting or disturbing turf.** Cutting into or otherwise disturbing the turf by anyone other than cemetery employees is forbidden and automatically releases the Township from all obligation of resodding or reseedling of same.

(Ord. of 9-19-1978, § 6)

SECTION 12.7 – DECORATION OF PLOTS

- (a) **Floral regulations.** The cemetery shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the cemetery as soon as, in the judgement of the Registrar, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to standards maintained. The cemetery shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces are attached, and beyond the acceptance of such floral pieces for funeral services to be held in the cemetery. The cemetery shall not be liable for lost, misplaced or broken flower vases. The cemetery shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. The cemetery reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind, unless the Registrar gives their consent.
- (b) **Plantings on burial units.** All trees planted on or removed from any burial unit shall be done under the supervision of the Sexton and/or the Registrar. All plantings other than annual or perennial, flowers must be approved by the Sexton and/or the Registrar, as to the selection of varieties and arrangement. All plantings shall be subject to proper attention and pruning by the owner. If not done by the owner, upon thirty (30) days' notice by the Registrar, the Township reserves the right to remove them. The Township will not be responsible for the destruction of plants or shrubs made necessary in cleaning up any burial unit and putting the same in proper care.

- (c) **Fence, railing, enclosure, etc.** No fence, railing, coping, wall, hedge, or enclosure of any kind or nature shall be placed or erected around or on any burial unit.
- (d) **A flag holder and United States flag** shall be placed on the grave of a veteran for the purpose of marking and designating the grave for memorial purposes.

The Township shall purchase flag holders and United States flags assembled or manufactured in the United States, preferably from a Michigan vendor if competitively priced and of comparable quality.

The Township shall provide one flag and one flag holder per veteran grave site. Should said flag/flag holder be damaged or stolen, the Township shall bear no responsibility for their replacement.
- (e) **Removal of offensive structures, etc.** If any monument, effigy, or other structure placed upon any burial unit shall be determined to be improper or offensive by the cemetery, it shall be the right and duty of the cemetery to remove such structures in accord with the terms of notice given by the Registrar.

(Ord. of 9-19-1978, § 7)

SECTION 12.8 – ROADWAYS AND REPLANTING

- (a) **Right to replant, regrade and use property.** The right to enlarge, reduce, replant/and/or change the boundaries or grading of the cemetery or of a section, from time to time, including the right to modify and/or change the locations of (or remove or regrade) roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipelines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as the right to use cemetery property, not assigned to individual plot owners for cemetery purposes including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.
- (b) **No right granted in alleyways.** No easement or right of interment is granted to any plot owner 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 cemetery devotes it to that purpose.

SECTION 12.9 – CONDUCT OF PERSONS WITHIN THE CEMETERY

- (a) **Use of Walkways.** People within the cemetery grounds shall use only the avenues, walks, alleys and roads, and no person shall enter the cemetery except through an established gate.
- (b) **Trespassers on cemetery plots.** Only plot assignees and their relatives shall be permitted on a cemetery plot. Any other person thereon shall be considered as a trespasser, and the cemetery shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
- (c) **Children.** Children under sixteen (16) years of age shall not be permitted within the

cemetery, or the buildings, unless accompanied by proper people to take care of them or unless special permission is granted.

- (d) **Flowers, etc.** All people 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 wildlife.
- (e) **Refreshment.** No person shall consume refreshments or liquors on a cemetery or carry the same on the premises.
- (f) **Loitering on the grounds.** Individuals not visiting a grave, or conducting cemetery business, shall not be permitted to loiter (pass time idly) on any of the grounds, graves, or monuments in the cemetery, or in any of the buildings.
- (g) **Loud Talking.** No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.
- (h) **Smoking.** Smoking within any building is prohibited.
- (i) **Rubbish.** The throwing of rubbish or debris on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste materials are located at convenient places.
- (j) **Automobiles.** Automobiles shall not be driven through the grounds at a greater speed than ten (10) miles per hour and must 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. Automobiles must not:
 - 1. Drive off the established roads unless permission is given in writing by the Registrar.
 - 2. Make a U-turn on a cemetery road.
 - 3. Use a cemetery road as a public throughfare.
- (k) **Peddling or soliciting.** Peddling of flowers or plants, or soliciting the sale of any commodity, is positively prohibited within the confines of the cemetery.
- (l) **Firearms.** No person other than a law enforcement officer or other person authorized by State law shall possess or transport any firearm or weapon within any cemetery within the Township. Furthermore, no weapon or firearm shall be discharged in any cemetery within the Township. This section shall not apply to any gun, firearm, or rifle discharged in lawful self-defense as defined by the laws of The State of Michigan, nor shall this section apply to any police officer or Township official (or security guard for the Township) who is authorized to possess, carry or discharge a gun or firearm in carrying out their lawful law enforcement duties. Nor shall this section apply to any gun, firearm, rifle, or ceremonial weapon discharge in any cemetery for ceremonial purposes for a funeral or related matter if done by a nationally recognized veterans or public service group and if approved by the Township. Finally, this section shall not apply to the possession of a firearm or weapon where such possession is expressly authorized by Federal or State law.
- (m) **Notices and advertisements.** No signs or notices or advertisements of any kind shall

be allowed in the cemetery, unless placed by an employee of the Township.

- (n) **Dogs.** Dogs shall be allowed on cemetery grounds. The following rules are to be followed at all times:
1. Dogs must be on a leash no longer than six (6) feet, and under an owner's immediate control, at all times.
 2. Leave no trace of your dog. Clean up and dispose of animal waste immediately.
 3. Dogs shall not be left unattended.
 4. Constant or continuous barking is prohibited.
 5. Michigan law requires that your dog be licensed.
- (o) **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 Registrar shall have power to prevent improper assemblages and enforce adherence to all commonly known proprieties.
- (p) **Registrar to enforce rules.** The Registrar is hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The Registrar shall have charge of the grounds and buildings, and at all times, shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, plot owners and visitors.

(Ord. of 9-19-1978, § 8; Ord. No. 11-03, Art. 1, 4-11-2011; Ord. No. 13-03, Art. 1, 5-20-2013)

SECTION 12.10 – FEES, GRATUITIES AND COMMISSIONS

No person, while employed by the Township, shall accept any fee, gratuity or commission related to the duties performed at a Township cemetery (except from the Township) directly or indirectly, under penalty of immediate dismissal.

(Ord. of 9-19-1978, § 9)

SECTION 12.11 – PROTECTIONS AGAINST LOSS

The cemetery shall take reasonable precaution to protect plot assignees, within the cemetery, but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damages caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosives, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage is direct or collateral, other than is herein provided.

SECTION 12.12 – CHANGE IN ADDRESS OF PLOT ASSIGNEES

It shall be the duty of the plot assignee to notify the cemetery of any change in their post office

address. Notice sent to an assignee at the last address on file in the office of the Registrar shall be considered sufficient and proper legal notification.

(Ord. of 9-19-1978, § 11)

SECTION 12.13 – PERPETUAL CARE

- (a) **Maintenance of burial units.** The term “perpetual care” used in reference to burial units shall be held to mean the cutting of grass upon said burial units at reasonable intervals, the raking and cleaning of the burial units at reasonable intervals, the pruning of shrubs and trees, meaning and intending the general preservation of the burial units and grounds, walks, roadways, boundaries and structures, other than the structures hereinafter excepted or exempted; to the end that said grounds shall remain and be reasonable cared for as cemetery grounds.
- (b) **Exceptions.** The term “perpetual care” shall in no case be construed as meaning the maintenance, repair or replacement of any grave stone or monumental structures, or memorials placed or erected on burial units; nor the planting or cost of flowers or ornamental plants; nor sprinkling said burial units with water; nor the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the construction of any marble, granite, bronze or concrete work on any burial unit in the cemetery, or other buildings or structures, made necessary by injuries caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invitations, riots, insurrection, or by the order of any military or civil authority, whether the damage is direct or collateral, other than herein provided for.
- (c) **Investment of funds.** All funds paid for perpetual care shall be placed by the Township Treasurer to the credit of a fund known as the Perpetual Care Fund to be administered by the Township Board, and to be held in trust and invested by the Township Boards as provided by law, and the interest thereon shall be used for the care and maintenance of burial units entitled to perpetual care.
- (d) **Fee Schedule.** Fees payable for perpetual care shall be those as set by the Township Board from time to time by resolution.
- (e) **Record of deposits.** The record books of the cemetery, and the receipt issued by the cemetery and/or other person, company, or corporation with whom such funds have been deposited, shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.
- (f) **Private memorials.** Before any vault, tomb, sarcophagus, private mausoleum and/or columbarium is erected, the assignee shall furnish a bond in the amount as currently established or as hereafter adopted by resolution of the Township Board from time to time to the cemetery Registrar.
- (g) **Certification issued.** Upon certification by the Township Treasurer that perpetual care and additional charges, if any, have been paid to the Township Treasurer, the Township Clerk shall issue a certificate, which shall guarantee perpetual care of the burial unit in the following form:

CERTIFICATE OF PERPETUAL CARE
State of Michigan, Charter Township of Gaines

This is to certify that _____ has paid to the Charter Township of Gaines, the sum of _____ dollars, and that in consideration of said payment, Lot Number _____, _____ Cemetery, is entitled to Perpetual Care, in accordance with the provisions of Ordinance _____, and the amendments thereto, relative to Perpetual Care of burial units in _____ Cemetery.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 20__.

Charter Township of Gaines

Township Clerk

If payment for perpetual care is made at the time the burial unit is assigned, receipt shall be acknowledged on the certificate by the Township Clerk as provided in Certification of Burial Units.

(Ord. of 9-19-1978, § 12)

SECTION 12.14 – RULES FOR MEMORIAL WORK

(a) ***Markers, stones, monuments, etc.***

1. All permanent markers, headstones, monuments, mausoleums, memorials, and mementos to be erected or placed in said cemetery shall be of recognized durable granite or recognized hard marble or United States Standard Bronze, except by permission of the Registrar.
2. All foundations for the setting and placing of the foregoing shall be erected by the cemetery upon such type or size of foundation as shall be specified by the Registrar of the cemetery, the cost and expense thereof to be borne by the assignee of the burial unit and paid in advance in accord with prices established by the Township Board.
3. No person shall erect or place in the cemetery any permanent memorials or memorial work of any kind or character until plans and specifications therefore shall have been submitted and approved by the Registrar of the cemetery.
4. Not more than one upright memorial shall be allowed above the ground level on any one grave space.

- (b) ***Excavation, grading, etc.*** All excavations, grading or removal of earth or rubbish shall be excavated, graded, or removed in such manner as the Registrar may direct and no burial unit or drive shall be graded in shape, or in any manner altered from the general plan of the cemetery without first obtaining the consent of the Registrar.

(Ord. of 9-19-1978, § 13)

SECTION 12.15 – MODIFICATIONS AND AMENDMENTS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Township Board, therefor, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations when, in its judgement, the same appear advisable; and such temporary exception, suspension, or modifications shall in no way be construed as affecting the general application of such rule.

(Ord. of 9-19-1978, § 14)

SECTION 12.16 – ASSIGNMENT OF GRAVES

A maximum of four (4) graves will be assigned to any applicant; exceptions must be granted by the Township Board of Trustees.

(Ord. of 9-19-1978, § 15)

SECTION 12.17 – REFUNDS

Fees and refunds for grave assignments and opening and closing graves, and refunds in cases where application is made therefore shall be as the Township Board establishes from time to time by resolution.

(Ord. of 9-19-1978, § 16)

SECTION 12.18 – PURCHASE AND TRANSFER OF GRAVES AND NICHES

The purchase of all graves and niches shall be conducted by the Township, subject to any rules and regulations now existing or hereafter promulgated. The burial rights certificate (detailed receipt) shall so state. Graves and niches may also be acquired through transfer by intra-family assignment if such an assignment is approved by the Township Clerk and recorded in the cemetery records of the Township. The sale of graves and/or niches may not be to funeral directors or others, except for those acting as a legal agent for an eligible purchaser.

All sales and transfer of burial spaces shall be made on a form approved by the Township Board, which grants the right of burial only, and does not convey any other title or right to the burial space sold. The Township Clerk (or their delegate) shall sign all forms.

The purchase and transfer of burial rights in Gaines Charter Township shall be evidenced by the execution of a purchase contract and a burial rights certificate issued and signed by an authorized representative of Gaines Charter Township. Said burial rights certificate shall state the purchase date, price, and amount paid.

The transfer of cemetery graves and niches shall only be permitted in accordance with the following:

- (a) Certificates are non-transferable except through the execution of an appropriate instrument of transfer issued by the Township, upon the surrender of the original burial certificate.
- (b) Graves and niches may be transferred upon payment to the Township of a transfer fee as provided in the Schedule of Fees in effect on the date of transfer.
- (c) Upon the death of the owner, or owners in cases of joint ownership, the grave or niche transfers to those named in his/her will or to his/her heirs as designated by law. It shall be the responsibility of the heirs to provide the Township with a court order or proof, to the Township's satisfaction, of any legal assignment or transfer of ownership. If time pressures associated with an interment do not allow time to obtain a court order, an affidavit by one of the heirs of the deceased owner, together with a hold harmless agreement, in forms acceptable to the Township, at its sole discretion, may be utilized and relied upon by the Township to determine burial rights. The Township will in no way be held responsible for a failure to properly determine the legal successorship of any owner.

No grave or niche shall be used for any purpose other than the interment of human remains and the placing of appropriate memorials (as permitted by this chapter and any rules and regulations promulgated pursuant hereto).

Forfeiture of Vacant Burial Spaces

Burial spaces sold after the effective date of this Ordinance, and remaining vacant for no less than forty (40) years from the date of their sale shall automatically revert to the Township upon the occurrence of the following events:

- (a) Notice shall be sent by the Township Clerk by first-class mail to the last known address of the last owner of record, informing him/her of the expiration of the forty (40) year period, and that all rights with respect to said burial spaces shall be forfeited if he/she does not affirmatively indicate in writing to the Township Clerk within sixty

(60) days from the date of mailing of such notice of his/her desire to retain such burial rights; and

- (b) No written response to said notice indicating a desire to retain the burial spaces in questions is received by Township Clerk from the last owner of record of said spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.

SECTION 12.18 – VIOLATION A MUNICIPAL CIVIL INFRACTION

Any person violating this chapter is responsible for a municipal civil infraction, punishable as provided in CHAPTER 1 GENERAL PROVISIONS Sec. 1-11 General penalty, continuing violations, of the CODE OF ORDINANCES CHARTER TOWNSHIP OF GAINES, KENT COUNTY, MI.

(Ord. of 9-19-1978, § 17)

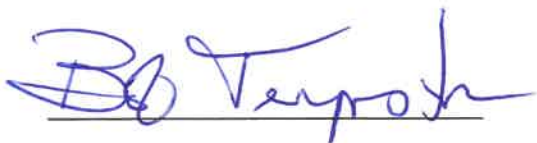
The vote to adopt this Ordinance/ordinance amendment was as follows:

YEAS: DeWard, Vander Stel, Brew, Fryling, Haagsma, Lemke, Terpstra

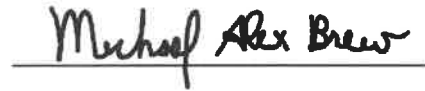
NAYS: None

ABSENT/ABSTAIN: None

THIS ORDINANCE/ORDINANCE AMENDMENT IS DECLARED DULY ADOPTED AND SHALL BECOME EFFECTIVE UPON THE EXPIRATION OF SEVEN (7) DAYS AFTER THIS ORDINANCE/ORDINANCE AMENDMENT OR A SUMMARY THEREOF APPEARS IN THE NEWSPAPER AS PROVIDED BY LAW.



Bob Terpstra, Supervisor



Michael Alex Brew, Clerk