

THE CORPORATION OF THE TOWN OF MARATHON

BY-LAW NO. 1831

Being a by-law to repeal By-Law No.
1428, being a by-law for the purpose
of maintenance, management,
regulation and control of the
Marathon Cemetery.

WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and Section 150 of Ontario Regulation 30/11, provide that the owner of a Cemetery may pass by-laws affecting the operation of the Cemetery;

AND WHEREAS the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 and Section 150 of Ontario Regulation 30/11, provide that no such by-law comes into force or takes effect until it is filed with, and approved by, the Registrar;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF MARATHON HEREBY ENACTS AS FOLLOWS:

1. **REPEAL**

- a) THAT By-Law No. 1428 and amendments thereto, and any other by-laws therefore passed with respect to municipally-owned cemeteries be and are hereby repealed and replaced by this by-law.
- b) THAT this by-law shall come into effect and in full force upon the final passing and approval by the Minister of Consumer Services – Cemeteries Regulation Division.
- c) THAT if there is a conflict between this by-law and the Cemetery Act, the latter shall prevail.

2. **AUTHORITY**

- a) The Works and Operations and the Parks and Recreation Departments are hereby vested with the responsibility of ground maintenance while the Clerk's Department is hereby vested with the responsibilities of management, regulation and control of the municipally-owned cemeteries as herein stated and in accordance with the Revised Statutes of Ontario 1990.

3. **DEFINITIONS**

In this by-law;

"Burial" means the burial of human remains and includes the placing of human remains in a plot;

"By-Law" means a by-law of the Corporation;

"Care and Maintenance Fund" means the fund in which all monies received by the Treasurer for the care and maintenance of plots, graves or cemetery lands has been invested;

"Cemetery" means a public or other cemetery located within the boundaries of the Town of Marathon;

"Cemetery Act" means the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33, and the regulations there under as amended and revised from time to time;

"Cemetery Employee" means an employee of the Corporation, employed at either the Works and Operations or Parks and Recreation Departments;

“Cemetery Office” means the Cemetery Administration Office located at 4 Hemlo Drive, Marathon, Ontario.

“Cemetery Plan” means a Plan of the Cemetery approved by the Town of Marathon and the Ministry of Consumer Services;

“Clerk” means the Clerk or Deputy Clerk of the Town of Marathon;

“Corner pegs” means any stone or other land mark set flush with the surface of the ground and used to mark the location of a plot or grave;

“Corporation” means the Corporation of the Town of Marathon;

“Council” means the Council of the Town of Marathon;

“Grave” means any burial space of 6’ x 10’ and intended for the burial of one full size casket and/or up to four cremated remains;

“Human remains” means a dead human body and includes a cremated human body;

“Inter” means the burial of human remains and includes the placing of human remains in a lot;

“Interment Rights Certificate” means the certificate or receipt issued by the Municipality to the purchaser of the grave, plot;

“Interment Rights Holder” means a person with interment rights with respect to a lot and includes a purchaser of interment rights under the current Cemeteries Act or a predecessor of that Act;

“Lot” means an area of land in the Cemetery containing, or set aside to contain, human remains;

“Manager” means the Works and Operations Manager or the Parks and Recreation Manager;

“Marker” means any monument, tombstone, plaque, headstone, cornerstone, or other structure or ornament affixed to or intended to be affixed to a burial lot or other structure or place intended for the deposit of human remains;

“Ministry” means the Ministry of Consumer Services;

“Monument” means any permanent memorial projecting above ground level;

“Municipality” means The Corporation of the Town of Marathon;

“Non-Resident” means any person who has not been a resident of the Town of Marathon for continuous current period of 12 months;

“Perpetual Care” means to keep in a proper state of repair in perpetuity;

“Plot” means any plot or grave space as shown on plan filed in the office of the Clerk;

“Pre-Need supplies or service” means cemetery supplies or services that are not required to be provided until the death of a person alive at the time the arrangements are made;

“Price list” means the price list of all interment rights and cemetery services and supplies that may be sold and all charges that may be made by the Municipality in respect of a cemetery;

“Registrar” means the Registrar appointed under the Cemeteries Act, Revised 1990;

“Treasurer” means the Treasurer for the Town of Marathon;

“Trust Fund” means those funds which a trustee may invest, and which are defined in the Trustees Act, Chapter T.23, R.S.O., 1990, as amended.

“Winter Storage Agreement” means the agreement between the Town and the interment rights holder for the winter storage of remains until such time a burial can take place or conditions make interment practicable.

4. **CEMETERY OPERATIONS**

- a) Interment rights may only be sold by licensed employees of the Municipality. When interment rights are purchased, a contract shall be completed and signed by the purchaser or a personal representative of the deceased. A sample is attached as Schedule “A”.

Interment rights holders acquire only the right and privilege of burial of the deceased and of constructing monuments or markers, subject to the rules and regulations in force and approved by the Ministry of Consumer Services.

- b) Payments for interment rights, disinterment, and special care or cemetery supplies shall be only made at the Cemetery Office located in the Town Office.
- c) An Interment Rights Holder shall not transfer rights of a lot or any interest therein without first obtaining permission from the Municipality. All such transfers are to be registered with the Municipality and are not binding upon the cemetery until a duly executed Transfer has been deposited with the Municipality and all related administrative fees are paid.
- d) In the case of transfer of rights of a lot by will or bequest, the Municipality reserves the right to require the production of a copy of the will or other evidence sufficient to prove ownership.
- e) Interment rights may not be resold by the interment rights holder. If the Interment Rights Holder chooses they no longer require a purchased plot, then the Municipality will “buy-back” the plot, at current market price (minus the Care & Maintenance contribution).
- f) The Municipality shall provide each Interment Rights Holder at the time of sale:
- i) Copy of Contract
 - ii) Copy of Cemetery By-Law
 - iii) Upon payment in full, a Certificate of Interment Rights
 - iv) Consumer Information Guide to Funeral, Burials and Cremation Services booklet
- h) The Certificate of Interment Rights shall provide the following information:
- i) Name and address of purchaser/Interment Rights Holder,
 - ii) Plot Number and cemetery plot purchased,
 - iii) Purchase price - broken down in order to specify every cost,
 - iv) Purchase date,
 - v) Name and address of Trustee holding the Care and Maintenance Fund and,
 - vi) Name and address of intended occupant(s).
- i) All prices for cemetery plots and services shall be set out in the tariff of rates, (to be kept on file in the Cemetery Office for 5 years. Prices shall include the applicable portions for deposit to the Cemetery Care and Maintenance Fund and shall be deposited as follows:
- i) In the case of an in-ground grave for the burial of an adult or child, 40% of selling price or \$290.00 (HST extra), whichever is greater;

- j) All monies received for the sole purpose of care and maintenance, shall form the Care and Maintenance Fund, and shall be separated from other funds of the cemetery. The interest only, shall be expended for the purpose of care and maintenance and the capital thereof shall be invested by the Treasurer as authorized by law for the investment of trust funds. No account shall be withdrawn except for the purpose of immediate reinvesting.
- k) Where no interment has been made in a plot for more than 20 years and upon giving notice to the Interment Rights Holder, the Municipality may apply to the Registrar for the declaration that Interment Rights are abandoned as provided in the Cemeteries Act, Revised, Chapter C.4, R.S.O., 1990.

5. **INTERMENTS**

- a) All interments in plots shall be restricted to members of the family or relatives of the Interment Rights Holder as per reservation if so originally designated, unless by specific permission by Interment Rights Holder.
- b) No interment shall be made without the written permission of the Rights Holder or his/her authorized representative.
- c) No interment shall be made unless a contract is completed as set out in Form 1 "Contract for Purchase of Interment Rights or Cemetery Supplies or Services", attached hereto and forming part of this by-law.
- d) Notice of each interment shall be given to the Clerk at least 48 hours previous thereto except under special circumstances approved by the Clerk. The Municipality, or its designate, cannot be held responsible for having plots or graves prepared for funerals unless such notice is given.
- e) No grave shall be opened for interment or disinterment by any person not in the employ of the Municipality.
- f) No grave shall be opened nearer than 1.5 feet from the boundary line of the plot, and each grave shall be a maximum 2 feet beneath the natural level of the ground surface, and maximum 10 feet in length and 6 feet in width.
- g) No more than one full burial can be made in the same grave and no more than four (4) cremation burials in the same plot except for the following:
 - i. in special circumstances where the Clerk and Manager have given prior approval; or
 - ii. the body of a child under the age of two years may be buried in the same adult grave.

In all instances, the top of the upper burial case shall be covered by at least 3 feet of earth and the double burial is noted accordingly on both the Manager and Clerk records.

- h) The Municipality shall ensure that all plots are placed in part of the cemetery that is reasonably accessible by a public walk or roadway.
- i) Animal burials are not permitted in the cemetery. Bodies of the lower animals shall not be placed in any grave at the cemetery.
- j) In each case of burial, a written statement giving the name, last residence, age, place of birth, place of death, date of death, sex, name of the deceased's nearest relative, date of interment, description of where interred and the name of the funeral director shall be provided so that an accurate register may be kept.
- k) A burial permit issued pursuant to the Vital Statistics Act shall be delivered to the Clerk prior to any interment.

- l) Funerals shall be allowed in a cemetery only between the hours of 9 a.m. in the morning and 3:00 p.m. in the afternoon, unless permission was granted by the Clerk to the contrary.
- m) Saturday morning funerals shall be permitted provided that a complete interment request has been received by 12:00 noon on the previous Thursday, and upon payment of the extra amount as prescribed in the price list.
- n) No winter interments will take place. The Municipality shall have the right to place bodies in a winter storage building temporarily. Sample of Winter Storage Agreement attached as Schedule "C".
- o) Winter interment shall mean all interments between the 15th of November in any year and the 15th day of April of the following year, weather conditions permitting and pending location and safe access to the grave site.
- p) No interment shall be allowed in any plot against which there are unpaid charges.

6. **DISINTERMENTS**

- a) No disinterment shall be made without the written consent of the local Medical Officer of Health and Interment Rights Holder, except with a court order as provided in the Cemeteries Act, Revised, 1990.
- b) Any markers or monuments designating the location of an interment shall be removed at the time a disinterment is made.
- c) Orders from funeral directors shall be construed as orders from owners.
- d) Remains of a person, who died of any communicable disease, shall not be disinterred except in accordance with the requirements of the Cemeteries Act, Revised, 1990, and regulations under the Health Protection & Promotion Act, 1983.

7. **MONUMENTS AND MARKERS**

- a) No monuments or other structures shall be erected or permitted on a plot until the purchase price and accrued charges or expenses have been paid in full.
- b) In accordance with Section 38 (1)(3) of the Cemeteries Act, Revised and regulations, a prescribed amount shall be paid into the Care and Maintenance Fund of the cemetery upon the installation of a marker/monument:
 - i. In the case of installing a flat marker measuring less than 173 square inches, \$0.00;
 - ii. In the case of installing a flat marker, measuring at least 1116.3 square centimetres (173 s. in.) \$100.00;
 - iii. In the case of installing an upright monument measuring 1.22 meters (4 feet) or less in either height or length, including base, \$200.00;
 - iv. In the case of installing an upright monument measuring more than 1.22 meters (4 feet) in either height and length, including base, \$400.00.
- c) All foundations for monuments and markers shall be at the expense of the Interment Rights Holder.
- d) Grave covers of any kind are not permitted.

- e) Dimensions of monuments shall be as follows:
 - i. On all plots the face area of the marker/monument shall not exceed 10% of the area of the plot and the length of the base shall not exceed 75% of the width of the plot. The base area shall not exceed 10% of the area of the plot. Monuments shall be not less than 4 inches in thickness and shall not exceed 3 feet 6 inches in height including base. Monuments in excess of 3 feet 6 inches in height shall increase 1 inch in thickness for every foot or fraction thereof over 3 feet 6 inches. No part of the monument shall exceed the length or width of the base.
 - f) Not more than one monument shall be erected on any one plot, and this must be placed in the space reserved for it. If additional markers are required, flush ground markers can be placed directly in front of the existing monument.
 - g) All markers or monuments shall be constructed of marble, bronze or granite. The bottom of all bases and markers shall be cut level and true.
 - g) The dimensions and particulars of the marker of a monument shall be submitted in writing to the Municipality prior to the placing of marker within the cemetery.
 - h) No inscriptions shall be placed on any monument which in the opinion of the Clerk is not in keeping with the dignity and decorum of the cemetery.
 - i) No lettering shall be permitted on the side of the monument facing an adjoining plot which there is not room for an adult grave between the monument and the boundary of the plot.
 - j) Any monument or other structure or any inscription placed in or upon any plot shall be in keeping with the dignity and decorum of the cemetery.
 - k) One marker with a flat and level surface set flush with the ground may be placed at each grave in addition to the monument. The marker shall be placed at the end of the grave farthest from the monument.
 - l) Corner pegs may be provided by the Manager at the expense of the Interment Rights Holder. Installation of corner posts shall be by the Manager, or under supervision of the Manager.
 - m) Repairs to stones and monuments which were installed by private concerns under previous permissive policy, may be rectified by the Manager.
 - n) When any monument, gravestone or memorial of any kind is to be removed or any inscription made or cleaning done, notification to the Clerk must be given prior to the removal.
 - o) The Municipality has the right to move monuments or markers to facilitate grave openings.
 - p) The Municipality shall only be responsible for damage to monuments and markers caused by cemetery staff.

8. **CARE OF PLOTS**

- a) All plots, graves and cemetery grounds shall be kept properly graded, sodded and mowed and cemetery flowers and plants kept trimmed, by Cemetery employees.
- b) Where provisions for Special Care have not been made, then Perpetual Care shall be in effect and done by the Corporation; the cost of which is included in the price of the plot.

- c) Trees, shrubs, or other plants are not permitted to be planted on cemetery grounds with the exception of those duly authorized by the Clerk. Shrubs will not be permitted to exceed the height of the monument. Lot owners must provide adequate maintenance. If maintenance is not provided, the Corporation will notify the Interment Rights Holder. If maintenance is still not provided, the Corporation will remove the offending item after providing writing notice to the Interment Rights Holder.
- d) If any trees or shrubs situated on any plot shall have become by means of their roots or branches, or in any other way, detrimental to the adjacent plots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenience to the public, the Corporation may remove such trees or shrubs or parts thereof, after 30 days notice has been given to the Interment Rights Holder.
- e) No person shall do any work upon a burial plot without the permission of the Clerk.
- f) Vases, urns and flower stands, not properly cared for and not filled with plants may be removed from the plot and any stand, holder, vase or other receptacle for flowers deemed unsightly or unsuitable, will removed by the Corporation after 30 days' notice has been given to the Interment Rights Holder.
- g) Saddle or spray type arrangements or stone top wreaths shall be allowed to remain on the top of upright markers until such time as they are unsightly, then they shall be removed by the Municipality after 30 days notice has been given to the Interment Rights Holder.
- h) Borders, fence railings, walls, cut-stone copings and hedges in or around plots are strictly prohibited.
- i) Rubbish shall not be thrown out on roads, walks or any parts of the ground. These shall be disposed of in containers provided for this purpose or removed from the cemetery completely.
- j) Implements or materials used in doing any work within the cemetery shall be removed without delay and if this is not done, the Corporation may remove same.
- k) No Interment Rights Holder shall change the grading of any plot, and in case of any such change, the Corporation will restore the plot to its original grade at the expense of the Interment Rights Holder.
- l) No person, except Cemetery employees, shall make any walk, cut any sod or remove corner posts or grave markers in the cemetery.
- m) Portal articles such as solar lights are allowable on plots. The Corporation is not responsible for loss of or damage to any portable articles left upon any plot or grave.
- n) Benches shall not be permitted unless the location, design, size and colour is approved by the Clerk and the location does not impede regular maintenance by Cemetery employees. Memorial benches shall bear the initials of the Interment Rights Holder, together with the proper plot and section number.

9. **RULES FOR MONUMENT DEALERS, CONTRACTORS AND WORKERS**

- a) Every contractor employed to erect markers or monuments or to do any other work in the cemetery as permitted within this by-law shall first advise the Clerk before work commences. All fees must be paid prior to work beginning.
- b) The demeanour and behaviour of all workers employed by others in the cemetery shall be subject to the control of the Corporation.

- c) Contractors, masons and stone-cutters shall lay planks on the plots and, over which heavy materials are to be moved in order to protect the surface from injury.
- d) Workers shall cease work if in the immediate vicinity of a funeral, until the conclusion of the services.
- e) All work must be done during cemetery hours unless by special permission of the Clerk.
- f) No monumental works shall be delivered at the cemetery until the foundation is completed and the contractor is ready to proceed with work of the erection.
- g) All implements and materials used in the performance of any work shall be placed where the Corporation may direct, and all rubbish and surplus earth shall be removed in such manner and at such time and to such place that the Corporation may order. Otherwise the obstructions will be removed and expense charged to the family or estate.
- h) Any worker who damages any plot, monument or other structure or otherwise does any injury in the cemetery shall be held personally responsible for such damage or injury and in addition thereto his/her employer shall be liable therefore.

10. **RULES FOR VISITORS**

- a) Visitors are always welcome at the cemetery during the open hours, from 9:00 a.m. to sundown. They are asked to have respect for the dead.
- b) No person shall enter the cemetery except through the established entrance.
- c) No picnic party or alcoholic beverages shall be permitted in the cemetery, unless authorization is given by the Clerk
- d) No parades other than funeral processions shall be admitted to or organized within the cemetery, unless authorization is given by the Clerk.
- e) Children under the age of 12 years are not permitted to the grounds except in the charge of an adult, who shall be responsible for their good conduct and shall see that they do not run over plots and graves.
- f) Vehicles within a cemetery shall be driven at a speed of no more than 10 km per hour and shall not leave the roadway.
- g) Proprietors of vehicles and their drivers shall be held responsible for any damage done by them.
- h) When the roads in the cemetery are soft from spring thaw, rain or other cause, the Manager may restrict vehicular traffic.
- i) Discharging of firearms other than at Military, Police and firefighter burial services is prohibited in and around the cemetery.
- j) No dogs shall be allowed in the cemetery.
- k) All persons, with the exception of the Interment Rights Holders from their own plots, are prohibited from taking flowers, plants or other material from plots or graves in the cemetery or from picking any flowers, either wild or cultivated, or breaking any tree, shrub or plant, or writing upon, defacing or injuring any monuments, face or other structures in or belonging to the cemetery, or from making any paths or short-cuts across any part of the cemetery.
- l) Any complaints by Interment Rights Holders or visitors should be made to the Clerk in writing and not to Cemetery Employees. Controversies with workers or others on the grounds are to be avoided.

- m) No gratuities shall at any time be given to an officer or employee nor shall any reward be given for any personal service or attention. Any officer or employee who violates these rules may be discharged at once.
- n) Any person disturbing the quiet and good order of the cemetery by noise or other conduct or who violates these rules contained herein may be expelled from the grounds.
- o) Where the Clerk decides that charges should be laid for violation(s) of the by-law, such violations shall be subject to a penalty of not more than \$50.00 for the first offence and not more than \$300.00 for each subsequent offence, exclusive of costs, and all such penalties shall be recoverable under the Provincial Offences Act, R.S.O. 1990, Chapter P.33 and amendments thereto.

11. **TARIFF OF CHARGES:**

- a) Subject to the Cemeteries Act and the regulations stated therein, the Council of the Town of Marathon may adopt a tariff of charges to regulate the fees and charges to be paid by persons purchasing interment rights in the cemetery or requiring services to be performed therein. Cemetery fees and charges are adopted annually with the Municipality’s fees and charges by-law.
 - b) The tariff of rates may be amended by the Council of the Town of Marathon as it deems fit from time to time, such amendments are to be kept for five years.
12. This by-law shall coming into force and take effect upon being filed and approved by the Registrar appointed pursuant to the Cemeteries Act.

READ A FIRST AND SECOND TIME THIS 23RD DAY OF JUNE, 2014.

.....
Mayor

(SEAL)

.....
Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 23RD DAY OF JUNE, 2004.

.....
Mayor

(SEAL)

.....
Clerk



Schedule "A" to By-Law No. 1831
Marathon Cemetery Contract
Purchase of Interment Rights or Cemetery Services
Operated by the Town Of Marathon
4 Hemlo Drive, P.O. Bag "TM", Marathon, Ontario P0T 2E0
Telephone # 807-229-1340
Cemetery Operator License #3303882-1
Cemetery Site #4132

Date Purchased: [Click here to enter a date.](#)

Contract # [Click here to enter text.](#)

Purchaser Information

Name: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
Address: [Click here to enter text.](#)

Rights To

Name: [Click here to enter text.](#)
Name: [Click here to enter text.](#)
Name: [Click here to enter text.](#)
Name: [Click here to enter text.](#)
Name: [Click here to enter text.](#)

Information on Deceased:

Name: [Click here to enter text.](#)

Place of Death: [Click here to enter text.](#)

Date of Death: [Click here to enter a date.](#)

Funeral Director/City: [Click here to enter text.](#)

Interment Rights (Lot)

Lot # [Click here to enter text.](#) Section: [Choose an item.](#) {CPLOT} \$ [Choose an item.](#)
Care & Maintenance Contribution {CCMTC} \$ [Choose an item.](#)
Repurchase Price \$current market value
HST \$ [Choose an item.](#)

Subtotal for Interment Rights \$ {Choose an item.}

Burial Services

Type of Burial: [Choose an item.](#)

Burial Fee {CINT} \$
Holding Vault + Full Spring Burial Fee {CINT} \$
HST \$
Subtotal for Burial Services \$
Total Sale \$

It is agreed that the contract is subject to the Marathon Cemetery By-Law and the Purchaser hereto acknowledges that the Conditions of Contract on reverse have been read and understood.

By initialling below, the Purchaser acknowledges receiving a copy of the Ontario Government's Consumer Information Guide, Marathon Cemetery By-Law and the current Cemetery Price List at the time of entering into this Contract.

{ } I hereby acknowledge I have been offered and/or received a copy of the Ontario Consumer Information Guide

{ } I hereby acknowledge I have been offered and/or received a copy of the Marathon Cemetery By-Law

{ } I hereby acknowledge I have been offered and/or received a copy of the Marathon Cemetery current Price List

{ } I hereby acknowledge that once payment is received in full, a copy of this agreement and the original Certificate of Interment Rights will be provided to the Purchaser

6

Purchaser:

Name of Purchaser (Print) Signature of Purchaser

Cemetery

Representative: Louise Lees, Deputy Clerk

Signature

CONDITIONS OF CONTRACT

30 Day “Cool Off” Period/Resale/Transfers

Within 30 days after the date of purchase, and the Interment Rights have not been used, the Purchaser can cancel the contract and all monies paid will be refunded. All documents pertaining to the sale must be returned to the Cemetery office.

After 30 days, if the Interment Rights Holder decides they no longer require a purchased lot, then the Municipality will repurchase the lot, at current market price (minus the Care & Maintenance contribution at time of purchase). Purchasers are prohibited from reselling unused lots privately. All documents pertaining to the original sale must be returned to the Cemetery office. An administration charge will apply, in accordance with the current Cemetery Fees Schedule.

Should the Purchaser wish to transfer an Interment Right:
(a) The Purchaser shall give notice of the transfer, in writing and on the appropriate form, to the Cemetery Owner and return the original Certificate of Interment Rights to the Cemetery Owner; and,
(b) The Cemetery Owner shall issue a new Certificate of Interment Rights to the Transferee.

Subdivision of Interment Rights

No Right Holder(s) may sub-divide and sell or transfer a portion of an Interment Right.

Care and Maintenance Fund Contribution for Interment Rights and for Markers and Monuments

In accordance with the Funeral, Burial & Cremation Services Act, 2002 (FBCSA) and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument:

Adult Lot: 40% of the purchase price or \$290.00 (HST extra), whichever is greater

In accordance with the FBCSA and Ontario Regulation 30/11, the following contributions will be made to the Care and Maintenance Fund for every installation of a marker or monument:

| | |
|---|----------|
| Flat marker less than 1,116.3 sq.m (173 square inches): | \$ 0 |
| Flat marker 1,116.3 sq.m (173 square inches) or more: | \$100.00 |
| Upright monument up to 1.22m (4 feet) in height or width: | \$200.00 |
| Upright monument more than 1.22m (4 feet) in height or width: | \$400.00 |

Memorialization

Only one (1) upright monument will be allowed on each Lot. Size is as prescribed in the Cemetery By-Law.

Causes Beyond the Cemetery Owner Control

The Cemetery Owner cannot be responsible if prevented from carrying out this Contract from causes beyond its control.

Payment Terms

As per Cemetery By-Law, payment must be received in full before burial can take place or memorialization can be erected or set. The Certificate of Interment Rights will not be issued if full payment has not been received.

Privacy Policy

The Purchaser acknowledges and provides consent to permit the Marathon Cemetery to collect, use and disclose personal information in accordance with the requirements under the FBCSA and Ontario Regulation 30/11 for information within the Cemetery Public Register. The Purchaser also understands that the Marathon Cemetery does not rent or sell personal information to third party organizations.

Special Instructions Requested on behalf of the Purchaser: [Click here to enter text.](#)

[Click here to enter text.](#)

Special Instruction Confirmation _____ No Special Instructions _____ [Click here to enter a date.](#)

(Initial) (Initial)

The following is the direction from the Purchaser regarding the location of cremated remains. The Purchaser acknowledges that only one (1) full burial and four (4) cremated remains are permitted in each Lot.

Upright Monument or In-ground Headstone

Date of Burial

[Click here to enter a date.](#)

Time of Burial

Purchaser’s Initial _____ Town Representative Initial _____

**Marathon Cemetery
Winter Storage Agreement**

I, _____ of _____
request of the Marathon Cemetery to deposit the body/remains of _____ in the receiving vault of the Marathon Cemetery, and I agree to remove (or make arrangements to have removed) the remains for interment in the Marathon Cemetery in the Town of Marathon on or before the _____ day of _____, 2 ____.

Should the body/remains not be removed from storage by the date specified, the Marathon Cemetery is authorized to remove the body from the vault and inter it in accordance with the rules and regulations of the Marathon Cemetery, at no cost to the municipality.

Signature Date

Signature Date

RELEASE:

I, _____ of _____ have received from the Marathon Cemetery receiving vault the body/remains and Burial Permit for the late:

and have arranged for burial of the above-mentioned on _____, 2____.

Signature Date