



MISSISSAUGA

THE CORPORATION OF THE CITY OF MISSISSAUGA

MUNICIPAL CEMETERIES BY-LAW 0189-2005

WHEREAS The Corporation of the City of Mississauga is licensed to own cemeteries under the *Cemeteries Act (Revised)*, R.S.O. 1990, c.4;

AND WHEREAS The Corporation of the City of Mississauga owns and operates cemeteries in the City;

AND WHEREAS sections 9 to 11 of the *Municipal Act*, S.O. 2001, c.25 as amended ("*Municipal Act*") confer the power to a municipality to pass by-laws regulating and prohibiting with respect to parking on municipal parking lots and structures;

AND WHEREAS section 9(3)(b) of the *Municipal Act* confers the power upon a municipality, in exercising its powers to regulate and prohibit respecting a matter, to provide for a system of licenses, permits, approvals or registrations respecting the matter, and to impose conditions as a requirement of obtaining, continuing to hold or renew a license, permit, approval or registration;

AND WHEREAS section 128(4) of the *Highway Traffic Act*, R.S.O. 1990, c.H-8, as amended, confers the power upon a municipality to pass by-laws prescribing the rate of speed for motor vehicles driven in public parks or exhibition grounds;

NOW THEREFORE the Council of The Corporation of the City of Mississauga **ENACTS** as follows:

PART I: DEFINITIONS

1. In this By-law,

"Act" means the *Cemeteries Act (Revised)*, R.S.O. 1990, c.C-4, as amended, until such time as it is repealed, or the *Funeral, Burial and Cremation Services Act, 2002*, S.O.2002, c.33, as amended, after it is proclaimed into force, including all the Regulations enacted under these legislation;

"Agreement" means the Agreement to Purchase Interment Rights for the interment of human remains in a municipal cemetery, in the form as provided in Schedule B;

“authorized sign” means any sign, notice, or other device placed or erected in or upon a cemetery by the Corporation;

“By-law” means this By-law and all its Schedules;

“cemetery services” means services provided in respect of the interment or disinterment of human remains – which shall include inurnment or disinurnment of human remains – or the scattering of cremated human remains at a cemetery, and any other services arising from or incidental to the interment of human remains or the scattering of cremated human remains, as well as the preparation of flower beds and planting on a lot;

“Cemetery Staff” means any permanent full-time employee in the Recreation and Parks Division of the Corporation;

“City” means the land located within the territorial bounds of the City of Mississauga;

“commercial vehicle” means a vehicle where goods and/or services are sold or offered for sale;

“Commissioner” means the Commissioner of Community Services or his designate;

“contract” means an Agreement or any other agreement for cemetery services provided in a municipal cemetery between a person and the Commissioner on behalf of the Corporation, and shall include the application for approval of a monument as provided in Schedule G;

“designated area” means an area of a cemetery designated by the Commissioner for a specific purpose or use;

“enforcement officer” means a police officer or an employee of the Corporation who has been designated as a municipal law enforcement officer by by-law;

“fence” means any physical barrier erected for the purpose of demarcation, including a railing, wall hedge, line of posts, shrubs, trees, wire, gate, boards, pickets or other similar substances;

“grave” means a lot in the ground which has a minimum size of 3ft x 8ft (0.914m x 2.44m) for an adult, 4ft x 4ft (1.22m x 1.22m) for a child, or 2ft x 2ft (0.61m x 0.61m) for an infant;

“interment rights” includes the right to require or direct the interment of human remains in a lot;

“interment rights holder” means the person who holds the interment rights with respect to a lot as provided in an Agreement or the Application for City’s Consent – Assignment of Interment Rights in the form as provided in Schedule C;

“lot” means an area of land in a cemetery containing, or set aside to contain, human remains and includes a tomb, crypt, or compartment in a mausoleum and a niche or compartment in a columbarium and any other similar facility or receptacle;

“marker” means any plaque or other forms of marker affixed to a burial lot that lies flat on the ground;

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

“municipal cemetery” means land owned and/or operated by the Corporation as a cemetery and includes all structures located on the land, and “ceteries” shall have the same meaning;

“permission” means the permission given by the Commissioner;

“Schedule” means a Schedules as attached to this By-law; and

“tree” means a tree, shrub, or any form of vegetation.

PART II: ADMINISTRATION

2. 1) The Commissioner shall be responsible for the administration and enforcement of this By-law.
- 2) As part of his responsibility to administer this By-law, the Commissioner shall:
 - a) operate and manage municipal ceteries in a manner to ensure compliance with provincial legislative requirements for the operation of ceteries, including but not limited to:
 - i) designating individuals to seek any necessary licenses to operate or manage municipal ceteries and cemetery services in accordance with the Act;
 - ii) repurchasing interment rights sold as required by the Act;
 - iii) completing and submitting any required filings and documentations on behalf of the Corporation to satisfy approval and filing requirements under the Act;
 - b) carry out cemetery services as prescribed in this By-law;
 - c) administer trust funds as established pursuant to the Act and this By-law.
- 3) As part of his responsibility to administer this By-law, the Commissioner may:

- a) engage in the sale of lots and other cemetery services in the municipal cemetery, including enter into agreements or providing consents in the forms as provided in the Schedules of this By-law with purchasers of lots and/or other cemetery services;
 - b) appoint designated areas within a municipal cemetery;
 - c) designate areas within a municipal cemetery to be excluded from the public;
 - d) make regulations and impose conditions upon which a designated area shall be used;
 - e) make regulations and impose conditions for the orderly use of a municipal cemetery;
 - f) administer the Corporation's Commemorative Program at a cemetery.
3. The Corporation is the trustee of the Care and Maintenance Funds as established for all municipal cemeteries.

PART III: CEMETERY SERVICES

Contract

4. 1) A person may enter into a contract for any cemetery services as provided in the Schedules.
- 2) Contracts shall be in forms as provided in the applicable Schedules.
- 3) A person wishing to enter into a contract shall:
- a) complete and submit the applicable form(s) as provided in the Schedules;
 - b) submit the fee as set out in the applicable City of Mississauga Fees and Charges By-law upon receipt of an invoice issued by the Corporation; and
 - c) provide all documentation as required under this By-law.
- 4) Entering into a contract under this By-law does not relieve any person from the necessity of acquiring any other license, permit, or approval required for carrying on any activity in a municipal cemetery under any other applicable laws, by-laws, regulations, and requirements of other governmental authority.

Prohibitions

5.
 - 1) No person shall engage in, perform or direct or cause the performance of any of the cemetery services in a municipal cemetery as provided in this By-law unless the person has entered into a contract or attained the approval of the Commissioner for that services pursuant to this By-law, or is acting on behalf of someone who has entered in such a contract or has such approval.
 - 2) No person shall engage in, perform, direct or cause the performance of any cemetery services in a municipal cemetery in a manner contrary to the terms as provided in this By-law or the contract.
6. While in a municipal cemetery, no person shall:
 - 1) interrupt or cause a disturbance to any burial services or other cemetery services; or
 - 2) conduct any work on a grave, monument, or marker, or prepare the foundation for graves, markers, or monuments, unless that person is a staff or contractor hired by the Corporation; or
 - 3) give or offer to give any gratuities, monetary or other gifts, to any employee or any persons providing any assistance of cemetery services.
7.
 - 1) No person shall deliver any marker to a municipal cemetery between and including November 1st to March 31st of each year.
 - 2) A person conducting any work on a lot shall follow directions provided by Cemeteries Staff to ensure orderliness and minimal infringement to other municipal cemetery uses and operations.
 - 3) No person may deposit or store any equipment or tools on a lot unless the equipment or tool is being used for work to be done on the lot.
 - 4) All debris, materials, tools and equipment shall be removed from a lot by the person conducting work on a lot immediately after all work is completed. Any debris, soil or other waste material must be removed and placed in a place directed by Cemeteries Staff.
 - 5) Should any person fail to comply with the requirements of subsection (4), the owner of the lot may be held responsible for the cost of any clean-up of the debris resulted from the work performed.

Moving Monuments and Markers

8. Unless otherwise authorized by the Commissioner, no person shall move, or cause the moving of any monument or marker placed on a lot.

9. 1) Any marker or monument designating the location of an interment shall be removed at the time of a disinterment at the expense of the person requesting the disinterment.
- 2) Any loss of monument foundations as a result of cave-ins due to disinterment procedures shall be replaced at the expense of the person requesting the disinterment.
- 3) Monuments or markers may be moved by the Commissioner in order to facilitate grave openings.

PART IV: CARE OF GRAVES AND CEMETERY GROUNDS

10. Except as otherwise provided under the Corporation's Commemorative Program, no person shall, and every owner of a lot shall ensure that no person shall:
 - 1) plant any trees, shrubs, flowers, or any other forms of vegetation in a municipal cemetery other than in beds within 18 inches (0.457m) of a marker within designated areas;
 - 2) plant any trees, flowers, or any other types of vegetation around the border of a grave;
 - 3) place any wreaths exceeding 18 inches (0.457 m) in width on a grave;
 - 4) do any work on a grave, including landscaping, digging, engraving, or the erection of grave markers without the permission of the Commissioner;
 - 5) place any artificial flowers on a lot unless such flowers are placed in spiked containers immediately adjacent to the headstone;
 - 6) leaves, deposits, abandons, or otherwise disposes of any materials, tools, or equipment used to do any work in a municipal cemetery other than in designated area for the deposit of any such materials; or
 - 7) changes the grading of a grave; or
 - 8) erects a marker or monument not in compliance with the requirements of Schedule F.
11. Every owner of a lot shall ensure that:
 - 1) any vegetation or floral arrangements on a lot are maintained such that any dead elements of such vegetation or floral arrangements are removed promptly; and
 - 2) any tree, shrub, or any other vegetation – including their roots and branches – do not become detrimental or otherwise create damage to adjacent lots, drainage, roads, walkways, decorations or other vegetation; and

- 3) all tender plants are removed from flowerbeds prior to September 30th of each year; and
 - 4) all funeral flowers and containers are removed from the grave site within seven (7) days of the funeral.
- 12.
- 1) Any trees, shrubs, flowers, or any other forms of vegetation placed or maintained in a municipal cemetery in a way contrary to the provisions of this By-law may be pruned or removed by the Commissioner without further notice to the owner.
 - 2) Any dead elements of vegetation or floral arrangements placed on a lot that are not promptly removed as provided in this By-law may be removed by the Commissioner without further notice to the owner.
 - 3) Any materials, tools or equipment abandoned or deposited in a municipal cemetery contrary to the provision of this By-law may be removed by the Commissioner without further notice to the owner.
 - 4) Any funeral flowers not removed from the grave site within seven (7) days of the funeral may be removed by the Commissioner without further notice to the owner.
 - 5) If the grading of a grave is changed contrary to this Part, the Commissioner may direct that the original grading be restored without notice.
13. Should any work be required to be done by the Corporation in accordance with this Part, the Corporation may seek to recover the expense of so doing in accordance with the provisions of the *Municipal Act, 2001*.

PART V: GENERAL PROHIBITION

Entry

14. Children under the age of twelve (12) are not permitted to enter except when supervised by an adult.
15. No person shall:
 - 1) enter or remain in a municipal cemetery between dusk to dawn, unless otherwise authorized; or
 - 2) enter or remain in an area of a municipal cemetery where admission is prohibited or restricted without permission; or
 - 3) enter or access through a municipal cemetery for the purpose of conducting any work on private property.

General Conduct

16. While in a municipal cemetery, no person shall:
- 1) engage in riotous, boisterous, violent, or threatening, activity; or
 - 2) engage in any activity that creates a nuisance or that interferes with the quietness and use of the municipal cemetery by other persons; or
 - 3) engage in any activity that may cause injury or damage to any person, tree, or property; or
 - 4) disobey an authorized sign; or
 - 5) fire or set off any fireworks; or
 - 6) light or build a fire except the lighting of candles placed on graves in accordance with the requirements of this By-law; or
 - 7) engage in a picnic or barbeque; or
 - 8) discharge a firearm, except for regular volleys at veteran burial services and with the permission of the Commissioner; or
 - 9) ride a skateboard or use roller-blades or inline skates; or
 - 10) camp, erect or place a tent for shelter or temporary abode of any kind; or
 - 11) ski, toboggan, snowboard, skibob, or sled; or
 - 12) operate any powered models of aircraft, watercraft or vehicles; or
 - 13) dump, deposit, drain, or otherwise dispose of any waste anywhere except waste generated from the use of the municipal cemetery and wholly into receptacles provided for such purposes in the municipal cemetery; or
 - 14) dump, deposit, drain or otherwise dispose of any material into any pool, pond, lake, stream fountain, watercourse, or other body of water; or
 - 15) dump, deposit, drain or otherwise dispose of any material into any soil, unless otherwise permitted under this By-law; or
 - 16) swim, bathe, wade, or enter into any body of water; or
 - 17) remove any flowers, plants or other materials whether planted or placed in a lot without the owner's or the Commissioner's permission; or

- 18) remove any flowers, plants, rocks, or other materials whether planted or placed by the Corporation in the municipal cemetery; or
 - 19) consume alcohol.
17. Parades, other than a funeral procession, are not permitted in a municipal cemetery.
18. No person shall bring an animal other than a service animal into a municipal cemetery.

Damage to Property

19. While in a municipal cemetery, no person shall:
- 1) climb, remove, damage, or deface any marker, fence, bench, seat, table, monument, fountain, or sign; or
 - 2) climb any building, structure, or equipment; or
 - 3) damage or deface any building, structure, equipment, or marker; or
 - 4) damage or disturb in any manner grounds prepared for burial, the erection of markers, or any other cemetery services.

Washrooms

20. 1) No person shall enter into any washroom, bathhouse, or change-room in a municipal cemetery set apart for the opposite sex, unless the person is six years old or under and is accompanied by an adult.
- 2) No person shall use or operate or turn on any photographic or videotaping devices, including camera, cellular phones with photographic or videotaping functions, video equipment in a washroom.

Commercial Activities

21. In a municipal cemetery, no person shall:
- 1) drive or operate a commercial vehicle;
 - 2) sell, offer to sell, or display for sale any goods or services;
 - 3) practice, carry on, conduct, or solicit for any trade, occupation, business, profession, or charity without permission;
 - 4) film or make television broadcast without permission;
 - 5) photograph or videotape for commercial use without permission;

- 6) distribute or display any handbill, notice, or any other type of circulars, bills, advertisements, or any form of promotional item or samples; or
- 7) erect, display, alter or allow the erection, display, or alteration of any sign without permission;

Vehicles

- 22. 1) Unless otherwise permitted, no person shall drive, operate, pull, or ride any vehicle in a municipal cemetery except on a roadway or parking area.
- 2) In addition to subsection (1), no person shall drive, operate, or park:
 - a) any heavy machinery or equipment of whatever mode of power without permission; or
 - b) any truck or trailer except for the purpose of making a delivery to a point within a municipal cemetery.
- 23. No person shall use a roadway or parking area in a municipal cemetery for:
 - 1) washing, cleaning, servicing, or maintaining of the repair of a vehicle; or
 - 2) instructing, teaching, or coaching any person in the driving or operation of a vehicle; or
 - 3) games or sport activities.
- 24. No person shall park any vehicle in a parking space except while using the municipal cemetery.
- 25. 1) No person shall operate a motor vehicle on a roadway in excess of the posted speeding limit.
- 2) The posted speed limit at a municipal cemetery shall be 20 kilometres per hour.

PART VI: ENFORCEMENT

- 26. 1) An enforcement officer or Cemetery Staff may order any person believe to be contravening or have contravened any provision of this By-law:
 - a) to immediately desist from the activity constituting or contributing to such contravention; or
 - b) to leave the municipal cemetery immediately.

- 2) An enforcement officer or a Cemetery Staff may order any person engaging in an activity that requires a contract to provide the original copy of the agreement for inspection.
 - 3) No person shall fail to comply with the order given by an enforcement officer or a Cemetery Staff in subsections (1) or (2).
27. Every person who contravenes any provision of this By-law is guilty of an offence and is liable to a fine and any other penalties imposed pursuant to the *Provincial Offences Act*, R.S.O. 1990, c. P-33, as amended.

PART VII: VALIDITY

28. If a court of competent jurisdiction declares any section or part of a section of the By-law invalid, it is the intention of Council that the remainder of the By-law shall continue to be in force.

PART VIII: INTERPRETATION

29. 1) Words importing the singular number or the masculine gender only include more persons, parties or things of the same kind that one, and females as well as males and the converse.
- 2) A word interpreted in the singular number has a corresponding meaning when used in the plural.

PART IX: SHORT TITLE

30. This By-law may be referred to as the “Municipal Cemeteries By-law”.

PART X: EFFECTIVE DATE

31. This By-law shall take effect on the day that it receives approval from the Registrar as appointed under the Act.

ENACTED and PASSED this 25th day of May, 2005.

Signed by: Hazel McCallion, Mayor Crystal Greer, City Clerk

SCHEDULE A**SALE AND TRANSFER OF LOTS**

1.
 - 1) A person who wishes to purchase interment rights at a municipal cemetery shall enter into an agreement with the Corporation in the form as provided in Schedule B of this By-law at the applicable rates as established by the applicable City of Mississauga Fees and Charges By-law.
 - 2) Once the contract has been properly executed by both the person wishing to purchase interment rights and the Corporation, the contract shall constitute the Certificate of Interment Rights and the purchaser shall become the owner of the lot as indicated on the contract.
2.
 - 1) A person who wishes to assign his interment rights that the person has purchased from the Corporation shall apply for the City's consent to such assignment by providing the Commissioner with:
 - a) a completed application for the City's consent to the assignment in the prescribed form as provided in Schedule C of this By-law; and
 - b) the original Certificate of Interment Rights as issued to the applicant; and
 - b) payment of the assignment fee as set out in the applicable City of Mississauga Fees and Charges By-law.
 - 2) No Certificate of Interment Rights will be issued to an assignee of a lot until subsection (1) is complied with.
 - 3) Any previous agreement for interment rights of lot shall be considered terminated upon the City's consent pursuant to subsection (1).
 - 4) Only one Certificate of Interment Rights can be issued at any one time for a lot.
 - 5) Once the prescribed form in Schedule C is properly executed and payment of applicable fees is made, the form and the original agreement to purchase interment rights shall constitute the Certificate of Interment Rights in favour of the assignee.
3. A person may cancel his contract for interment rights only if:
 - 1) the interment right has not been exercised; and
 - 2) all the requirements of the Act and this By-law are otherwise in compliance.

4. A person who wishes to cancel his contract for interment rights shall:
 - 1) submit a completed Cancellation of Interment Rights form as provided in Schedule D of this By-law to the Commissioner; and
 - 2) return the original Certificate of Interment Rights as issued by the Commissioner.
5.
 - 1) Upon receipt of all the documentation as required in this By-law, the Commissioner shall repurchase the interment rights from the owner in accordance with the Act and this By-law.
 - 2) Upon payment by the Commissioner for the repurchase of the interment rights, the person reselling the lot ceases to be the owner of any lot and shall have no further rights of interment or conducting any other cemetery services on the lot. In such instance, the Agreement as executed for the purchase of interment rights shall be terminated, null and void.

SCHEDULE B

Agreement No. _____

AGREEMENT TO PURCHASE INTERMENT RIGHTS

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA

(Hereinafter the “City”)

- and -

(Name of Purchaser)

(Hereinafter the “Purchaser”)

WHEREAS the City is the owner and operator of the _____ Cemetery (hereinafter the “Cemetery”); *(Insert the name of the particular cemetery)*

AND WHEREAS the Purchaser wishes to purchase the right to inter in the Cemetery;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and premises as provided in this Agreement, the Parties agree as follows:

Interment Rights

1. The Purchaser wishes to purchase interment rights for the interment in a _____ at the Cemetery.

(Fill in the type of lot purchased – grave, niche etc.)

2. The Purchaser wishes to purchase interment rights for _____ (“Interment Rights Holder”).

(Fill in the name of the person for whom s/he wishes to purchase interment rights, or if it’s for himself/herself – state “himself” or “herself”)

3. 1) The contact information of the Purchaser is as follows:

Address:
Tel No.:

2) The contact information of the Interment Rights Holder is as follows:

Address:
Tel No.:

(Fill in the contact information. Delete subsection (2) if the Interment Rights Holder and the Purchaser is the same person.)

4. The following are the specifications of the interment rights at the Cemetery that the Purchaser purchases from the City:

(Fill in the specs, including the location and size of the lot for in-ground burials, scattering rights at specific location of the Cemetery etc. – depends on the right purchased)

5. The Purchaser agrees to comply with and to ensure the compliance by the Interment Rights Holder of all the requirements as set out in the City of Mississauga Municipal Cemeteries By-law _____, as may be amended from time to time, (“By-law”) in exercising the interment rights under this Agreement. The Purchaser acknowledges that the By-law governs the operation of the Cemetery and the rights conferred under this Agreement.

6. This Agreement does not permit the Purchaser, the Interment Rights Holder or their respective agents or any other persons to install monuments or markers, nor does it provide for the applicable fees or requirements for the opening and closing of graves, and any other cemetery services other than those stated in section 4 or as permitted under the By-law. This Agreement only permits the Interment Rights Holder to:

- 1) inter human remains at the Cemetery;
- 2) contract with the City for other cemetery services on the lot purchased;
- 3) make decorative arrangements and other work on the lot as permitted in the By-law.

7. To exercise the interment rights as provided in this Agreement, the Interment Rights Holder or his/her agent shall contact the City to make the necessary arrangements. Interments shall be made pursuant to requirements under the By-law.

Payment

8. The Purchaser shall pay the following sum for the interment rights at the Cemetery:

Price of the Lot:

Care & Maintenance:

Sub-total:

GST (@ 7%):

Total:

(Fill in the applicable amounts based on the applicable Fees & Charges By-law)

9. The Purchaser shall pay the total sum as provided in section 8 within 10 business days upon the City's issuance of an invoice for payment. Failure to make payment within the required time may lead to the termination of this Agreement by the City.

Term

10. 1) This Agreement shall be effective on the date it has been duly executed by the City, at which time shall become the Certificate of Interment Rights in favour of the Interment Rights Holder, until any one of the termination events as stated in subsection (2) occurs.
- 2) Should any one of the following termination events occur, this Agreement is terminated and the Certificate of Interment Rights is deemed revoked:
- a) the Purchaser cancels this Agreement by written notice to the City within the time period and in conformance with the requirements for cancellation as specified in the *Cemeteries Act (Revised)*, R.S.O.1990, c. C-4, as amended; or
- (Change the name of the "Cemeteries Act...C-4" to the "Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33" when the Act comes into force)*
- b) the Purchaser fails to make payment of the full amount as required in section 8 within 10 business days of the issuance of an invoice for payment.

Cancellation

11. 1) Upon receipt of a written request to cancel this Agreement, the City will refund to the Purchaser the fees paid for the purchase of the interment rights.
- 2) The Purchaser agrees to provide an executed copy of the Cancellation of Interment Rights form to the Interment Rights Holder if the Purchaser cancels the interment rights under this Agreement.

Notice to the City

12. Any notice or communication required to be given to the City shall be given to:

Supervisor, Administration and Cemeteries
Community Services Department – Recreation & Parks Division
3235 Mavis Road,
Mississauga, Ontario
L5C 1T7

Telephone: 905-615-3368
Facsimile: 905-615-3098

Consent to Assignment

13. 1) This Agreement may not be assigned to any person without the City's consent.
- 2) The Purchaser acknowledges and agrees that the Purchaser is purchasing interment rights under this Agreement for the Interment Rights Holder and consents to the Interment Rights Holder having the sole right to assign such interment rights as s/he sees fit. The Purchaser agrees that the City may review any Assignment of Interment Rights application submitted by the Interment Rights Holder and provide approval and consent to the assignment as the City deems fit. The Purchaser shall not hold the City responsible and forever waives any claims, actions, or any other proceedings against the City for providing consent to the assignment duly submitted by the Interment Rights Holder and/or any other action that the City undertakes as a result of such assignment being made.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed by their respective officers which are duly authorized, as of the date first above written.

**THE CORPORATION OF THE CITY OF
MISSISSAUGA**

Date: _____

Per: _____

[Purchaser's name]

Witness: _____

Name:

Name:

Date: _____

SCHEDULE C

APPLICATION FOR CITY'S CONSENT

ASSIGNMENT OF INTERMENT RIGHTS

By completing this Application for City's Consent form, the Applicant is seeking the City's consent for a transfer of interment rights as provided in the Certificate of Interment Rights. The Applicant shall be the Interment Rights Holder. It is the Applicant's responsibility to ensure all the requirements of the applicable legislation have been complied with prior to the assignment being made. The Applicant shall submit the following to the City to complete the assignment of interment rights:

- a complete Application that is signed by both the Applicant and the Assignee (i.e. the person to whom the transfer is made)
- the original copy of the Certificate of Interment Rights (i.e. the Agreement to Purchase Interment Rights, or the Purchase/Reservation Contract)
- payment of the transfer fee as set out in the applicable City of Mississauga Fees & Charges By-law

Once the City has provided its consent to the assignment of interment rights, this Application and the original purchase contract together shall become the effective Certificate of Interment Rights.

APPLICANT'S INFORMATION:

Name:

Address:

Telephone No.:

ASSIGNEE'S INFORMATION:

Name:

Address:

Telephone No.:

TERMS AND CONDITIONS OF CITY'S CONSENT TO ASSIGNMENT:

1. The Applicant, by assigning all his/her rights under the Agreement to Purchase Interment Rights, Agreement No. _____, ("Original Agreement") [and Application for City's Consent – Assignment of Interment Rights] to the Assignee, shall relinquish and have no further interment rights with respect to any lot purchased in the Original Agreement.
2. The Assignee assumes all the rights and obligations as provided in the Original Agreement and the City of Mississauga Municipal Cemeteries By-law _____, as may be amended from time to time.
3. Both the Applicant and the Assignee acknowledge that this Application is only an application for the City's consent in the assignment of interment rights. It does not represent the terms of the assignment as between the Applicant and the Assignee. Nothing in this Application shall affect or prohibit the Applicant and the Assignee from concluding any separate arrangements of their rights and obligations, nor shall it represent the City's endorsement that all applicable legislative and by-law requirements have been fulfilled by any person.

By signing this Application, the Applicant and the Assignee accepts the Terms and Conditions as listed above.

Applicant's Signature

Date:

Assignee's Signature

Date:



City's Uses Only:

Receipt of:

[] Original Certificate of Interment Rights (to be appended to this Application)

[] Payment of Transfer Fee – Amount: _____

The City provides its consent to the assignment of interment rights as specified below:

[State the specifics of the lot and other rights to be transferred]

THE CORPORATION OF THE CITY OF
MISSISSAUGA

Date: _____

Name:
Title:

SCHEDULE D

CANCELLATION OF INTERMENT RIGHTS

By completing this form, the Purchaser seeks to cancel all rights purchased under an Agreement to Purchase Interment Rights. This form will only be accepted if the Purchaser complies with the appropriate timeframe for cancellation of interment rights under the *Cemeteries Act (Revised)*, R.S.O. 1990, c. C-4, as amended and the original Agreement to Purchase Interment Rights is attached.

[Replace the reference to the Cemeteries Act to the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 when this Act replaces the Cemeteries Act.]

PURCHASER:

Name:

Address:

Telephone No.:

I, _____, hereby cancel all interest in the interment rights as provided in the Agreement to Purchase Interment Rights, Agreement No. _____.

I attach to this Cancellation request the original Agreement to Purchase Interment Rights, Agreement No. _____.

Upon payment of all applicable refunds as listed below, the Agreement to Purchase Interment Rights is terminated.

I shall inform the Interment Rights Holder(s) as shown on the Agreement to Purchase Interment Rights of this cancellation by forwarding a copy of this Cancellation to the Interment Rights Holder(s).

Signed and dated _____.

Witness:

Purchaser:

Name:

Name:

REFUNDS:

Amount: *(To be completed by City)*

Acknowledgement of Receipt of Refund: _____
Signature of Purchaser

Refunds made by: _____ **Signature:** _____

Date: _____

SCHEDULE E**INTERMENTS AND DISINTERMENTS**

1. 1) A person wishing to inter or disinter human remains shall arrange with the Cemeteries Staff for an appointment for the interment and disinterment. Such request shall be made at least:
 - a) forty-eight (48) hours prior to the intended date of interment; and
 - b) three (3) weeks prior to the intended date of disinterment.
 - 2) In addition to any other documentation which the Commissioner may request to ensure proper operation and management of the municipal cemeteries, the person seeking to inter human remains shall provide the Commissioner a burial permit issued under the *Vital Statistics Act* for the interment on the day of the scheduled interment.
 - 3) In addition to the applicable interment fees for a request of interment, the Commissioner may levy a surcharge in the amount as listed in the applicable City of Mississauga's Fees and Charges By-law for interment on a statutory holiday, and/or for interments taking place on and between November 1st and March 31st of each year.
2. 1) Only the following persons shall have the right to have human remains interred in a municipal cemetery:
 - a) the interment rights holder; or
 - b) the legal or authorized representative of an interment rights holder.
 - 2) The human remains shall be interred in the lot as indicated on the Interment Rights Certificate held by the interment rights holder.
3. 1) No interment or disinterment may take place in a municipal cemetery without the supervision of Cemeteries Staff.
 - 2) No grave, niche, or vault shall be opened or closed by any person except by a Cemeteries Staff or contractor hired by the Corporation.
 - 3) No interment shall take place unless a valid burial permit as issued under the *Vital Statistics Act* and any other documentation as requested by the Commissioner under section 1(2) of this Schedule is provided to the Commissioner.

- 4) No interment or disinterment shall take place unless the payment of the applicable interment fees are paid at the scheduled time on the day scheduled for the interment.
4. No interment may take place in a municipal cemetery on a Sunday, Good Friday, or Christmas Day, unless the interment is required to be conducted within 24 hours of death in accordance with any policies or regulations of the Ontario Ministry of Health or religious practice.
5. No disinterment shall take place on a Sunday.
6.
 - 1) Funerals are permitted to be held at a municipal cemetery between 9:00 am to 3:30pm for Monday to Friday without additional charge.
 - 2) The Commissioner may permit funerals to be held at a municipal cemetery between 3:30pm to dusk Monday to Friday, or any time on Saturday, and may charge an additional fee at the rate as prescribed in the applicable City of Mississauga Fees and Charges By-law.
 - 3) Funeral corteges within a cemetery shall follow the route as provided by Cemeteries Staff.
7. Only human or fetus remains may be interred at a municipal cemetery. Remains of other animals may not be placed in any lot in a municipal cemetery.
8. Double depth burials are permitted in graves in designated areas within a municipal cemetery.
9. The Commissioner may refuse a request for interment or disinterment if:
 - 1) the interment or disinterment violates any applicable legislation or this By-law; or
 - 2) the Region of Peel Health Department refuses to give consent for the disinterment; or
 - 3) the person requesting the interment or disinterment does not have the consent of the interment rights holder or a legally valid substitute to the consent; or
 - 4) the person requesting the interment or disinterment does not provide all required documentation or pay the applicable fees for the interment or disinterment; or
 - 5) the interment or disinterment is not possible due to the lack of available resources for such to take place at the requested time or place. However, the Commissioner shall use best efforts to ensure that the interment or disinterment take place as soon as is viable to do so.

SCHEDULE F**MARKERS & MONUMENTS**

1.
 - 1) Only the interment rights holder of a lot or his agent may install, or cause the installation of a marker or monument on the lot.
 - 2) No person but the Commissioner may install, direct, or cause the installation of a marker or monument.
 - 3) No person but the Commissioner may prepare, direct or cause the preparation of foundations for a marker or monument on a lot. The person seeking to install a marker shall pay the Corporation the applicable fee for the preparation of the foundation as provided in the applicable City of Mississauga Fees and Charges By-law.
2.
 - 1) No markers or monuments may be placed on a lot unless the location, design, plans and specifications of the marker meet the approval of the Commissioner.
 - 2) Every person who wishes to install or cause the installation of a marker or monument shall:
 - a) complete and submit an application to the Commissioner for approval in the forms as provided in Schedule G of this By-law; and
 - b) submit any appropriate fee for the setting of the marker or monument, and/or the preparation of the foundation as provided in the applicable City of Mississauga Fees and Charges By-law; and
 - c) pay the applicable marker care fund as provided in the applicable City of Mississauga Fees and Charges By-law; and
 - d) pay any and all outstanding fees for any other cemetery services by contract with the Corporation.
3. All markers shall comply with the following specifications:
 - 1) markers must have a flat and level surface, without any projections, set flush with the ground;
 - 2) markers on graves shall not exceed 24inches x 18 inches (61cm x 45.7cm), with a depth of 5 inches (12.7cm);
 - 3) each marker shall be erected in the manner as approved by the Commissioner.

SCHEDULE G

MONUMENT REQUEST FORM

THE CITY OF MISSISSAUGA FOUNDATION: _____
 COMMUNITY SERVICES DEPARTMENT SETTING CHARGE: _____
 3225 MAVIS ROAD, MISSISSAUGA, ONTARIO L5C 1T7 LEVY: _____
 (905) 615-4100 OR (905) 615-3368 G.S.T.: _____
 FAX: (905) 615-3098 TOTAL: _____

CEMETERY: _____ DATE: _____

SECTION: _____ RANGE: _____ LOT: _____ GRAVE: _____

GRAVE OWNED BY: NAME: _____
 INSTALATION AUTHORIZED BY: _____

IF SIDE BY SIDE INSCRIPTION ON DOUBLE MARKER OR MONUMENT INDICATE NAMES IN BOX:

LEFT:	RIGHT:
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FILL OUR PART "A" OR PART "B"

PART A – FLAT MARKER

MATERIAL: GRANITE: _____ BRONZE: _____ OTHER: _____

SIZE: LENGTH: _____ WIDTH: _____ THICKNESS: _____

PART B: UPRIGHT MONUMENT

BASE LENGTH: _____ DIESTONE LENGTH: _____

BASE HEIGHT: _____ DIESTONE HEIGHT: _____

BASE WIDTH: _____ DIESTONE THICKNESS: _____

DESIGN FOR MONUMENT:

Personal information on this form is collected under the authority of the *Municipal Act, 2001*, S.O. 2001, C.25 (as amended) and the *Cemeteries Act (Revised)*, R.S.O. 1990, chapter C.4 (as amended), and will be used by Recreation and Parks staff to record grave marker requirements. Questions about this collection should be directed to the Supervisor, Administration and Cemeteries, City of Mississauga, Mississauga, Ontario (905) 615-3368.