

# TOWN OF LADYSMITH

## BYLAW No. 1668

### A Bylaw to provide for the regulation, operation, and maintenance of the Municipal Cemetery

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A. **WHEREAS** pursuant to the *Community Charter* Council may, by bylaw, among other powers, regulate, maintain and operate cemeteries and establish the fees, terms and conditions under which persons may acquire the right to make use of areas or lots in a municipal cemetery, subject to the *Cremation, Interment and Funeral Services Act*;

B. **AND WHEREAS** the *Cremation, Interment and Funeral Services Act*, provides that every operator of a cemetery must make bylaws, including bylaws respecting the administration and operation of the cemetery, the rights, privileges and responsibilities of the operator, rates and charges and the size, class and kind of memorials;

C. **AND WHEREAS** the Town of Ladysmith, which owns and operates a cemetery, has established itself as a Board of Cemetery Trustees in accordance with the *Cremation, Interment and Funeral Services Act*;

D. **AND WHEREAS** the Council of the Town of Ladysmith wishes to delegate to the Director of Public Works certain specific administrative powers of the Council relating to the operation and management of the cemetery owned by the Town of Ladysmith;

**NOW THEREFORE**, under its statutory powers, including Section 8(f) of the *Community Charter, S.B.C. 2003, c.26*, the Council of the Town of Ladysmith in open meeting assembled enacts the following provisions:

#### **TITLE**

1. This Bylaw may be cited for all purposes as the "Town of Ladysmith Cemetery Management Bylaw 2009, No. 1668".

#### **DEFINITIONS**

2. In this Bylaw terms defined in the *Cremation, Interment, and Funeral Services Act* and this bylaw shall have that meaning unless expressly defined otherwise herein, and the following words have the meaning ascribed to them unless the context otherwise requires:

**ADMINISTRATOR** means the Director of Public Works of the Town, or duly appointed deputy or designate.

**APPLICANT** means an individual who applies to the Town for a Right of Interment.

**BURIAL VAULT** means a protective, sealable outer receptacle, into which a casket or urn is placed, designed to restrict the entrance of gravesite elements into the casket or urn.

**CARETAKER** means the person duly authorized by the Town to perform Interments and to care for and maintain the Cemetery.

**CEMETERY** means the "Town of Ladysmith Cemetery" at 320 Christie Road, being lands described as:

Lot 2, Block 84 A&B, Plan Number 28037, Land District 43, PID 002-273-217, Folio number 445-1345.000,

and future development on the east side of the cemetery described as:

Lot A, VIP 71585, District Lot 147, Land District 43, PID 024-914-410, Folio number 445-1449.020

set apart or used as a place of burial of human remains or cremated remains, together with any incidental or ancillary buildings on the land.

**CEMETERY POLICY** means the written guidelines and procedures established by the Administrator and utilized for management of the Cemetery.

**CHILD** means a person twelve (12) years of age or younger.

**ACT** means the *Cremation, Interment and Funeral Services Act, S.B.C. 2004, C.35* administered by the Administrative Authority, as may be amended or replaced from time to time and all regulations made thereunder.

**CO-MINGLED** means the intentional mixing of the Cremated Remains of more than one deceased person.

**CONTROL OF DISPOSITION** means the authority to control the disposition of the Human Remains or Cremated Remains in accordance with section 5 of the Act.

**COUNCIL** means the Council of the Town of Ladysmith.

**CREMATED REMAINS** means the human bone fragments that remain after cremation that may also include the residue or any other materials cremated with the Human Remains.

**CREMATION VAULT** means a receptacle made of durable material placed in a ground cremation Lot to encase an urn, or urns, holding cremated remains. A Cremation Vault has a lid and is placed during the Interment process.

**EXHUMATION** means the exposure of interred Human Remains for viewing or for examination, whether in or removed from the Lot in which the Human Remains had been interred.

**FAMILY MEMBER** means a parent or step-parent, a grandparent or step- grandparent, a sibling (natural, adopted or step), a Spouse, a child (natural, adopted or step) or a grandchild (natural, adopted or step).

**FEES** means the schedule of fees as prescribed in the Town of Ladysmith Fees and Charges Bylaw No. 1644.

**FORMER RESIDENT** means a person who resided in the Town of Ladysmith limits for at least ten (10) consecutive years.

**FUNERAL PROVIDER** means an individual licensed under the Act to provide funeral services.

**GRAVE LINER** means a receptacle made of durable material placed around the casket to provide reinforcement to the Lot and which is placed during the burial process.

**HOLIDAY** means a holiday as defined in the *Interpretation Act*.

**INTERMENT PERMIT** means a permit document that authorizes the Interment of a deceased person (Schedule B).

**INTERMENT RIGHT HOLDER** means a person who holds a Right of Interment Certificate (Schedule A).

**INURNMENT** means the process of placing Cremated Remains in a receptacle, such as an Urn, and the placement of that receptacle into a Niche.

**LOT** means a discrete space used, or intended to be used in the Cemetery, for the Interment of Human Remains or Cremated Remains under a Right of Interment Certificate and includes a grave, crypt, Niche or plot, but does not include the placement of Cremated Remains in a Scattering Garden or Ossuary.

**MEDICAL HEALTH OFFICER** means the person from time to time having jurisdiction as the Medical Health Officer for the Town.

**NICHE** means a space, usually within a Columbarium, designed for the Inurnment of Cremated Remains.

**OSSUARY** means a receptacle, usually located below ground, for the placement of non-recoverable, Co-mingled Cremated Remains.

**RESIDENT** means a person who resided or owned property within the Town of Ladysmith limits immediately before death or moving to a care facility.

**RIGHT OF INTERMENT** means a certificate that provides for the right for the interment of Human Remains or Cremated Remains in a designated Lot.

**SCATTERING** means the non-recoverable dispersal of Cremated Remains over a body of land or water within a defined area of the Cemetery.

**SCATTERING GARDEN** means a designated area for the placement of non-recoverable, co-mingled cremated human remains in a garden area.

**TOWN** means the Town of Ladysmith.

**TRANSFER FEE** means fees levied to cover administrative costs associated with the transfer or surrender of a Right of Interment or other services.

**URN** means any receptacle, temporary or permanent, used for the encasement of Cremated Remains.

#### **APPLICATION OF BYLAW**

3. This Bylaw applies to the Cemetery, and to the Interment within the Cemetery, of the human deceased, and for its management, operation and preservation and the terms, conditions and fees set out shall apply to every Right of Interment within the Cemetery.
4. The administration of the Cemetery shall be carried out in accordance with the Act, regulations pursuant to the Act and this Bylaw.
5. The Council of the Town shall continue as the Board of Cemetery Trustees.
6. Council may determine from time to time the size and layout of the Lots, the developments and improvements to be carried out and made in and to the Cemetery, subject to compliance with the requirements of the Act.
7. A copy of the plan of the Cemetery shall be filed with the Administrative Authority.

#### **ADMINISTRATION OF BYLAW**

8. The Administrator is responsible for the general administration of the Bylaw and is authorized to:
  - a. maintain all records and information for the administration, operation, maintenance and management of the Cemetery as is required by the Administrative Authority under the Act;
  - b. issue all Rights of Interment and permits required and authorized by this Bylaw, except as otherwise provided in this Bylaw; and
  - c. establish Cemetery Policy, subject to this Bylaw and Council direction.

#### **RIGHT OF INTERMENT**

9. A person may apply to the Administrator for a Right of Interment Certificate for a vacant, unreserved Lot (Schedule A, "Right of Interment Certificate").
10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

#### **RIGHT OF INTERMENT CERTIFICATE**

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this Bylaw, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer.

15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
  - a. there are no Interments in the designated Lot;
  - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
  - c. the original license or Right of Interment Certificate is surrendered;
  - d. the applicable Administration Fee is paid; and
  - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Public Works Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.

#### **INTERMENTS**

19. An Interment shall be made within the Cemetery once the person with Control of Disposition has obtained an Interment Permit and paid all applicable Fees.
20. Only Human Remains, or Cremated Remains, may be interred or memorialized in the Cemetery.
21. No person other than the Caretaker or a person under the authority of the Caretaker shall carry out an Interment. An Interment shall only be conducted in predefined Lots approved by the Administrative Authority.
22. Application for an Interment Permit shall be made at least two (2) working days before the Interment is to take place. The Administrator may schedule the Interment in a shorter time frame subject to full compliance with all other applicable provisions of this By-law.
23. An Interment of Cremated Remains is to be completed within 30 days of all Fees being paid.
24. The bodies of persons who have died having any infectious disease, as defined in the *Health Act R.S.B.C. 1996, c.179*, or legislation that replaces the *Health Act*, shall be interred as directed by the Medical Health Officer.
25. The Administrator shall follow any instructions of the Medical Health Officer in the preparation and placement of the Interment.
26. When an Interment for a person with an infectious disease needs to occur outside regular working hours, the Administrator must authorize such Interment and must follow the Medical Health Officer's instructions.
27. The following apply to all in-ground Interments:
  - (a) A Grave Liner or Burial Vault is required for each in-ground burial Interment.
  - (b) A Cremation Vault is required for each in-ground cremation Interment.
  - (c) All Cremated Remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator.

- (d) The Administrator may allow for the interment of up to eight (8) Cremated Remains on any full-size lot in addition to one (1) casket burial provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Act. Schedule F must be completed.
  - (e) No casket burial is permitted in a Lot after Cremated Remains have been interred in that Lot.
  - (f) Cremated Remains placed on a full-size burial Lot are not Co-mingled.
  - (g) Each cremation Lot may hold one (1) Cremation Vault containing one (1) set of cremated remains in a single vault or two (2) sets of cremated remains in a double vault.
  - (h) Each full casket interment in the cemetery shall be made in a grave, which when filled and closed, provides not less than 0.9m (3 feet) of earth between the upper surface of the grave liner and the general ground level around the gravesite.
  - (i) Each in-ground Interment of cremated remains shall be made, in a cremation vault in the Lot, in a grave dug to a depth of 0.6m (2 feet.).
  - (j) The Administrator must supply permission for the purchase of any Grave Liner or Burial Vault from a source other than the Town, with permission based on the item's size, design, material and construction.
  - (k) The installation of Burial Vaults will be subject to a handling Fee and must be paid in full prior to installation. The Administrator may request that Grave Liners or Burial Vaults be installed by their supplier, under the supervision of the Caretaker, with the installation being at the Applicant's expense.
  - (l) Any charges incurred by the Cemetery above and beyond the standard scope of services, in the handling of Grave Liners or Burial Vaults not supplied by the Town will be charged to the Applicant for an Interment Permit and must be paid prior to Interment.
28. Cremated Remains placed in a Columbarium must be enclosed in a sealed container or Urn constructed of permanent, durable material approved by the Administrator.
29. Cremated Remains placed in an Ossuary are permanent, non-recoverable and Co-mingled. Placement of Cremated Remains in the Ossuary will only be performed by the Caretaker.
30. Scattering of Cremated Remains is permanent and non-recoverable and is permitted only in designated locations and under the supervision of the Caretaker.
31. All interments shall be performed between the hours of 9:30 a.m. and 3:00 p.m., Monday to Friday except the Administrator may schedule Saturday, Sunday or Statutory Holiday Interments subject to the payment of additional Fees and availability of the Caretaker. The person with Control of Disposition shall be responsible for any late arrival Fees if the Human Remains or Cremated Remains are delivered to the Cemetery outside of the above prescribed times.

#### **EXHUMATIONS AND DISINTERMENTS**

32. Pursuant to Section 16 of the Act a Cemetery must not exhume or disinter Human Remains until:
- a. the Administrator receives a written request to do so from the person who has the Control of Disposition of the remains;
  - b. approval of the Exhumation by the Administrative Authority is received by the Administrator unless the remains are being interred in another lot in the cemetery;
  - c. the Administrator gives written notice to, and receives permission from, a Medical Health Officer for the area of the health region in which the Cemetery is located when the Human Remains are those of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to public health; and

- d. payment of the prescribed Fee is received, or acceptable payment arrangements have been made with the Administrator.
- e. The person applying for the Exhumation assumes responsibility for any damage that may occur to a casket, urn or other container as a result of the Exhumation.

33. The Town's responsibility with respect to Exhumation or Disinterment is limited to:

- a. excavation of sufficient quantities of soil to permit access to the Human or Cremated Remains;
- b. removal of intact burial containers; and
- c. closure of the Lot.

but the Town does not assume any responsibility for damage that may occur to a casket, urn or other container.

34. In accordance with Section 18 of the Act, a Funeral Provider is required for the handling of any Human Remains unless the remains are being interred in another lot in the cemetery. A Funeral Provider is employed at the expense of the Interment Right Holder or their successors.

### **MEMORIALS**

35. Memorials will only be installed, removed or modified in the Cemetery when:

- a. an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator, and obtained a 'Memorial Permit' (Schedule C).
- b. the applicable contribution is paid to the Care Fund as required in the Act; and
- c. all outstanding fees relating to the Lot, Interment and Memorial installation have been paid in full; and
- d. the deceased person has been interred in the Lot.

36. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator.

37. All Memorials shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator. Bronze Memorials must be set on a concrete or granite base.

38. Installation of Memorials shall occur between 8:30 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays. Installations will be made as soon as possible after delivery of the Memorial to the Town and timelines may vary depending on scheduling issues, weather conditions and ground conditions.

39. The Town does not assume a duty to repair any breakage or damage to any Memorial or to replace any damage, defacement or removal of a Memorial from the Cemetery, except as shall arise as the result of the negligence of the Caretaker.

### **Ground Interment Memorials**

40. A Memorial in respect of an inground Interment, including those for cremation Lots, shall be installed flush with the ground except in areas designated for upright markers.

41. A Memorial Permit (Schedule C) shall be issued by the Administrator to authorize installation of all ground interment Memorials.

42. The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this Bylaw. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this Bylaw, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.

43. The maximum finished dimensions of in-ground MEMORIALS (granite or bronze attached to a concrete base) shall be:

Single Cremation Lot: Maximum 50 x 30 cm (20" x 12")

Double Cremation Lots: (two adjacent plots) Maximum 70 x 40 cm (28" x 16")

Single Burial Lot: Maximum 60 x 30 cm (24" x 12")

Double Burial Lots: (two adjacent plots) Maximum 75 x 45 cm (30" x 18")

The thickness of all Memorials shall be approximately 10 cm (4")

#### **Cremation Memorials**

44. Cremation Memorials apply to any bronze plaque for use on a Columbarium, Memorial board or Memorial rock but do not include Memorials for in-ground cremation Interments.
45. Bronze plaques for Cremation Memorials shall be installed by the Town and must conform to the approved design and specifications of the applicable section of the Cemetery as established by the Town.
46. Where incorrect inscription instructions, dimensions, specifications or locations are given on the Memorial installation application and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.

#### **GENERAL PROVISIONS AND REGULATIONS**

47. Every person, including those in funeral processions, when entering and while within a Cemetery, shall obey the instructions of the Caretaker.
48. No person shall disturb the peace, quiet and good order of a Cemetery.
49. The Caretaker may require a person who contravenes section 48 to immediately leave the Cemetery.
50. No person shall discharge any firearm within a Cemetery, except at Military Funerals where the discharge of firearms is permitted only in regular volleys, under the command of the officer in charge, and only during the conduct of the burial service.
51. The Cemetery shall be deemed to be open to the public at sunrise every morning and closed to the public at sunset every evening.
52. Cemetery roadways are for the exclusive use of Interment processions, Cemetery patrons, or others as approved by the Administrator. Vehicles shall not exceed twenty (20) kilometres per hour. All operators of vehicles shall at all times obey the directions and orders of the Caretaker.
53. No person owning or having custody, care or control of a dog shall allow the dog to be within a Cemetery unless the dog is kept on a leash of a maximum length of three (3) metres.
54. No person owning or having custody, care or control of a dog shall allow the dog to deposit excrement within a Cemetery unless that person immediately removes the excrement and disposes of it in a sanitary manner not within the Cemetery.
55. Floral tributes may be removed by the Caretaker and disposed of when their condition is considered to be detrimental to the appearance and beauty of the Cemetery.
56. No person, other than the Caretaker, shall plant, remove, cut down or destroy any tree, shrub, plant, flower, bulb or decorative feature within a Cemetery.
57. No Lot shall be defined by a fence, railing, coping, hedge or by any other marking except a Memorial as permitted in the Memorial provisions of this By-law.
58. No person, other than the Administrator, shall solicit orders for goods or services within a Cemetery.
59. No person shall destroy, damage or deface any Lot, Memorial, fence, vegetation, gate or any structure in a Cemetery or injure or destroy any Cemetery improvements.

- 60. No person shall deposit any rubbish or offensive material within a Cemetery.
- 61. No person shall play any game or sport within the Cemetery.
- 62. No person shall carry, or possess, a bottle or other container of liquor as defined in the *Liquor Control and Licensing Act* (British Columbia) while in the Cemetery.

**CARE FUND**

- 63. A Care Fund for the future maintenance and care of the Cemetery and the Lots therein is hereby established, set aside and maintained. All monies in the Care Fund will be held and invested in accordance with the requirements of the Act.
- 64. The Care Fund will be maintained with the Town's bankers in an account to be designated as the "Cemetery Care Fund". The City Manager and Manager of Finance will be responsible for all deposits to such account and for ensuring that:
  - a. the account at all times complies with the provisions of the Act;
  - b. any investment of any monies in the Care Fund is permitted under the Act; and
  - c. any interest earned on the investments of the Care Fund may be used for maintenance and care of the Cemeteries in the year in which the interest and income is earned, or may be retained in the Care Fund to increase the principal sum.
- 65. The Administrator may, on behalf of the Town, accept voluntary payments to the Care Fund from any person or organization.
- 66. The principal sum of the Care Fund will not be reduced other than in accordance with an order from the Administrative Authority pursuant to the Act.

**PENALTY FOR INFRACTIONS**

- 67. Every person who violates any of the provisions of this Bylaw, or who suffers or permits any act or thing to be done in contravention of this Bylaw, or who refuses, omits or neglects to fulfill, observe, carry out or perform a duty or obligation imposed by this bylaw, shall be liable on summary conviction to a penalty of not less than \$125 and not more than \$2,000 plus the cost of the prosecution, or to a term of imprisonment not exceeding three (3) months, or both.

**REPEAL OF PREVIOUS BYLAWS**

- 68. "Town of Ladysmith Cemetery Management Bylaw 1992, No. 1032" and all amendments thereto are hereby repealed.

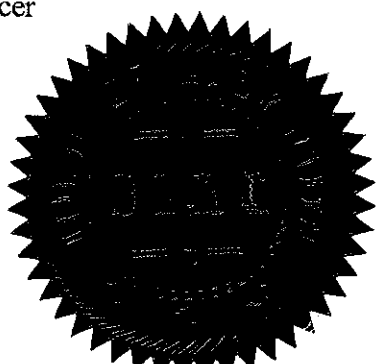
**READ A FIRST TIME** on the 2<sup>nd</sup> day of February, 2009  
**READ A SECOND TIME** on the 2<sup>nd</sup> day of February, 2009  
**READ A THIRD TIME** on the 2<sup>nd</sup> day of February, 2009  
**ADOPTED** on the 21<sup>st</sup> day of September, 2009

[Redacted Signature]

Mayor  
(R. Hutchins)

[Redacted Signature]

Corporate Officer  
(S. Bowden)





# TOWN OF LADYSMITH

330 – 6<sup>th</sup> Avenue, P.O. Box 220, Ladysmith, B.C. V9G 1A2  
Public Works Office: (250) 245-6445 • Fax (250) 245-0932 • www.ladysmith.ca

## RIGHT OF INTERMENT CERTIFICATE

## Schedule "A"

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_

Right of Interment agreement between the Town of Ladysmith and

Certificate Holder: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**IN CONSIDERATION** of the price paid by the Certificate Holder to the Town, the parties covenant and agree, subject to the *Cremation, Interment and Funeral Services Act*, as follows:

Lot	_____
Care Fund	_____
GST	_____
<b>TOTAL</b>	_____

1. The Town hereby grants to the Certificate Holder a **right to use** the above **Regular / Cremation** Lot in the Ladysmith cemetery for the interment of the person named in this agreement subject to the terms of the Cemetery Management Bylaw, upon payment of the applicable fee and receipt of an Interment Permit.
2. The Certificate holder acknowledges that this agreement is for the **use of the Lot** and that an additional charge will be payable in accordance with the Town of Ladysmith Cemetery Management Bylaw for an Interment Permit prior to use of the Lot for the interment process carried out by the Town.
3. The Administrator may allow for the interment of up to eight (8) Cremated Remains on any full-size lot in **addition** to one (1) casket burial provided there is no objection to the Interment of Cremated Remains by next of kin, as defined in the Act and subject to the Cemetery Management Bylaw. (Schedule F to be completed)
4. The Right to the Lot under this Agreement may be **transferred** by the Certificate Holder to a Family Member who wishes to use the Lot, if the Lot is unused, upon the Certificate Holder and that other person making an application to the Town (on Schedule D), paying the transfer fee prescribed in the Cemetery Management Bylaw, and surrendering the original Interment Right Certificate.
5. The Certificate Holder may **surrender** the Right of Interment Certificate to the Town.(Schedule E). A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Certificate Holder subject to Section 17 of the Cemetery Management Bylaw provided there are no Interments or Memorials in the designated Lot.
6. The Certificate Holder is hereby advised that, in certain limited circumstances outlined in Section 43 of the *Business Practices and Consumer Protection Act*, this agreement may be **cancelled** and refunded in full.
7. The Town reserves the right to **reclaim** the interment rights for any unused Lot where such reclamation shall be carried out in compliance with Section 25 of the *Cremation, Interment and Funeral Services Regulations* (See excerpts on reverse of form).
8. This **Agreement** is binding upon the **Town** and its successors and assigns and on the **Certificate Holder** and his or her heirs, executors, administrators and personal representatives if they comply with all the applicable provisions of the Cemetery Management Bylaw prior to the use of the Lot.

\_\_\_\_\_  
Rights Holder Signature

\_\_\_\_\_  
Town of Ladysmith Authorized Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **RIGHT OF INTERMENT**

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

### **RIGHT OF INTERMENT**

9. A person may apply to the Administrator for a Right of Interment Certificate for a vacant, unreserved Lot (Schedule A, "Right of Interment Certificate").
10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

### **RIGHT OF INTERMENT CERTIFICATE**

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
  - a. there are no Interments in the designated Lot;
  - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
  - c. the original license or Right of Interment Certificate is surrendered;
  - d. the applicable Administration Fee is paid; and
  - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Cemetery Office between the hours of 8:30 a.m. - 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.

## **RECLAMATION OF UNUSED INTERMENT RIGHTS**

(Excerpts from the Cremation, Interment and Funeral Services Regulation of BC)

- Section 25 (1) With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if:
- a) the owner of the right of interment is at least 90 years of age, or if not living, would be at least 90 years of age,
  - b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
  - c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
  - d) the operator has made diligent attempts to contact the interment right holder but has not been able to locate or contact the interment right holder.



# TOWN OF LADYSMITH

Public Works Office: 330 – 6<sup>th</sup> Avenue, P.O. Box 220, Ladysmith, B.C. V9G 1A2

Phone: 250-245-6445 • Fax 250-245-0932 • www.ladysmith.ca

## INTERMENT PERMIT

## Schedule "B"

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_ Lot Occupied  Yes  No

Date (of booking): \_\_\_\_\_ Time: \_\_\_\_\_

### DECEASED INFORMATION

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Sex: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

### NEXT OF KIN (CIFSA Sec 5)

Name: \_\_\_\_\_ Relationship to Deceased: \_\_\_\_\_

Address: \_\_\_\_\_ City/Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

INTERMENT  Full Burial  Cremation Burial Cremation Certificate Attached  Yes  No

Interment Date: \_\_\_\_\_ Day: \_\_\_\_\_ Time: \_\_\_\_\_

Funeral Director: \_\_\_\_\_ Will family be present at graveside  Yes  No

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

(To confirm above arrangements)

**No arrangements will be made without Funeral Directors Confirmation which can be faxed back to 250-245-0932**

### ACKNOWLEDGEMENT OF AUTHORITY

By signing this form, I certify and represent to the Town Of Ladysmith that I am the legally authorized representative of the above named deceased person, and that I have authority for the control of the disposition of human remains in accordance with the order of priority set out in section 5 of the Cremation and Funeral Services Act. I acknowledge that the Town is relying on this representation. I further agree to indemnify and save harmless the Town of Ladysmith, its officers and employees, from all actions, liability, costs, expenses, demands or claims resulting from this authorization. I hereby authorize the interment of the above named deceased under the terms and conditions outlined herein and accept the responsibility for costs associated with this authorization. I acknowledge that the interment must comply with the Town of Ladysmith Cemetery Management Bylaw # 1668.

\_\_\_\_\_  
*Signature of Next of Kin (or Authorized Person)*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Relationship to Deceased*

Office Confirmation # (from Database): \_\_\_\_\_ Arranged by: \_\_\_\_\_

A/R Invoice #: \_\_\_\_\_ Funeral Director Faxed and Confirmed (date & time): \_\_\_\_\_

Public Works Employee Notified (name): \_\_\_\_\_ Date & Time: \_\_\_\_\_

Interment confirmed by: \_\_\_\_\_ Death/Cremation Certificate Filed (date): \_\_\_\_\_

**THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);**

**CONTROL OF DISPOSITION – Section 5**

(1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
- (b) the spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
- (f) a parent of the deceased;
- (g) an adult sibling of the deceased;
- (h) an adult nephew or niece of the deceased;
- (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
- (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
- (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).

(2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.

(3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority

- (a) is determined in accordance with an agreement between or among them, or
- (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

**WRITTEN AUTHORIZATION – Section 8**

- (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless
- (a) the operator is authorized to do so under the Vital Statistics Act, and
  - (b) the operator
    - (i) is ordered to do so by a medical health officer under the Health Act, or
    - (ii) has received the authorization from the person who, under section 5, has the right to control the disposition of the human remains.

**THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);**

**PROTECTION FROM LIABILITY – Section 9**

If

- (a) there is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
- (b) the person who signed an authorization provided under section did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

**DEFINITION OF SPOUSE**

"spouse" means a person who

- (a) is married to another person,
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or
- (c) has lived and cohabited with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a period of at least 2 years immediately before the other person's death;

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**Cemetery Management By-law No. 1668**

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the Town of Ladysmith as may be currently in effect or from time-to-time amended.

**Town of Ladysmith, Cemetery Services Information Policy**

The Cemetery collects and uses personal information solely for the purpose of providing client families with the products and services they request and, as required by law, to retain a permanent record of every interment within the Town operated cemetery, and is subject to Privacy Legislation and Cemetery policy.

Staff will be pleased to provide you with the location of a burial site. Staff are prohibited from providing any other personal information about deceased persons interred, or Rights Holders, at the Town Cemetery.



# TOWN OF LADYSMITH

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Phone: 250-245-6445 • Fax 250-245-0932 • www.ladysmith.ca

## MEMORIAL PERMIT

## Schedule "C"

(To be submitted along with payment.)

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_

Request Date: \_\_\_\_\_  New  Remove & Replace

In Memory of: \_\_\_\_\_

Marker Size: \_\_\_\_\_  Single  Double  Bronze plaque

Permit Fee: Single Marker (see reverse) \$ \_\_\_\_\_ Care Fund \$ \_\_\_\_\_ plus GST Total \$ \_\_\_\_\_

Double Marker (see reverse) \$ \_\_\_\_\_ Care Fund \$ \_\_\_\_\_ plus GST Total \$ \_\_\_\_\_

Plaque \$ \_\_\_\_\_ Care Fund \$ \_\_\_\_\_ plus GST Total \$ \_\_\_\_\_

Marker Type:  Granite  Bronze on concrete  Bronze cremation plaque

Requested By: Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Comments:

This permit is issued in accordance with and subject to Cemetery Management Bylaw # 1668\*, Town of Ladysmith Fee Setting Bylaw # 1644, and rules and regulations of the Town of Ladysmith Cemetery as they may be in effect at the time of purchase or, as they may be amended from time to time thereafter.

\*Copy of Cemetery Management Bylaw # 1668 and Fee Setting Bylaw # 1644 are available upon request.

**Memorials shall only be placed, installed or removed by the Caretaker or other person duly authorized by the Town of Ladysmith.**

### TOWN OF LADYSMITH AREA ONLY

T.O.L. Approval

Date:

T.O.L. Comments

Installation Date:

A/R Invoice Number:

## **MEMORIALS**

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

35. Memorials will only be installed, removed or modified in the Cemetery when:
- an Interment Right Holder or authorized representative, or a person authorized by the Administrator, has made application to the Administrator, and obtained a 'Memorial Permit' (Schedule C).
  - the applicable contribution is paid to the Care Fund as required in the Act; and
  - all outstanding fees relating to the Lot, Interment and Memorial installation have been paid in full; and
  - the deceased person has been interred in the Lot.
36. All Memorials shall only be placed, installed or removed by the Caretaker or other person authorized by the Administrator.
37. All Memorials shall be constructed of granite or bronze or other material of a permanent nature as approved by the Administrator. Bronze Memorials must be set on a concrete or granite base.
38. Installation of Memorials shall occur between 8:30 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays. Installations will be made as soon as possible after delivery of the Memorial to the Town and timelines may vary depending on scheduling issues, weather conditions and ground conditions.
39. The Town does not assume a duty to repair any breakage or damage to any Memorial or to replace any damage, defacement or removal of a Memorial from the Cemetery, except as shall arise as the result of the negligence of the Caretaker.

### **Ground Interment Memorials**

40. A Memorial in respect of an inground Interment, including those for cremation Lots, shall be installed flush with the ground except in areas designated for upright markers.
41. A Memorial Permit (Schedule C) shall be issued by the Administrator to authorize installation of all ground interment Memorials.
42. The Administrator may refuse to issue a permit to the Applicant if the Applicant has failed to comply with the requirements of this By-law. The Administrator may reject Memorials, despite the prior issuance of a Memorial Permit, when the Memorial does not comply with the specifications in this By-law, is not in keeping with the standards of the Cemetery, or contains epitaphs deemed inappropriate by the Administrator, including reference to pets.
43. The maximum finished dimensions of in-ground MEMORIALS (granite or bronze attached to a concrete base) shall be:
- |   |                                |
|---|--------------------------------|
| Single Cremation Lot:                       | Maximum 50 x 30 cm (20" x 12") |
| Double Cremation Lots: (two adjacent plots) | Maximum 70 x 40 cm (28" x 16") |
| Single Burial Lot:                          | Maximum 60 x 30 cm (24" x 12") |
| Double Burial Lots: (two adjacent plots)    | Maximum 75 x 45 cm (30" x 18") |
- The thickness of all Memorials shall be approximately 10 cm (4")

### **Cremation Memorials**

44. Cremation Memorials apply to any bronze plaque for use on a Columbarium, Memorial board or Memorial rock but do not include Memorials for in-ground cremation Interments.
45. Bronze plaques for Cremation Memorials shall be installed by the Town and must conform to the approved design and specifications of the applicable section of the Cemetery as established by the Town.
46. Where incorrect inscription instructions, dimensions, specifications or locations are given on the Memorial installation application and signed by the Interment Right Holder, their successors or the cremation Memorial supplier, then the cremation Memorial shall be removed and reinstalled at the expense of the Interment Right Holder or their successors.



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## RIGHT OF INTERMENT TRANSFER

## Schedule "D"

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_

Under Section 13 of the *Town of Ladysmith Cemetery Management By-law*, I hereby request that the Right of Interment Certificate for the above Lot, as registered to me \_\_\_\_\_ be transferred from my name to that of:

New Rights Holder: \_\_\_\_\_

Address: \_\_\_\_\_

Town/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby surrender the original Right of Interment Certificate and confirm there have been no interments in the Lot, nor memorials placed on the Lot and I agree to pay the Administration Fee as prescribed.

\_\_\_\_\_  
Right of Interment Holder Signature

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Administration Fee \_\_\_\_\_

GST \_\_\_\_\_

**TOTAL** \_\_\_\_\_

Date Records Amended: \_\_\_\_\_ By: \_\_\_\_\_ A/R Invoice #: \_\_\_\_\_

## INTERMENTS

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

### RIGHT OF INTERMENT

10. A Right of Interment Certificate does not vest in the holder any title or interest in the land or Lot but instead provides for the right to inter the person named on the Right of Interment Certificate.

### RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
16. An Interment Right Holder may only designate one Lot for his or her own use.
17. A Right of Interment Certificate may be surrendered to the Town. A refund, equal to the purchase price less the Care Fund contribution and administration fee, will be issued to the Interment Right Holder provided:
  - a. there are no Interments in the designated Lot;
  - b. the Interment Right Holder or his executor provides written notice to the Town of intent to surrender the right (Schedule E);
  - c. the original license or Right of Interment Certificate is surrendered;
  - d. the applicable Administration Fee is paid; and
  - e. any Fees for the removal of any Memorial that is on, or embracing the surrendered Lot, is paid.
18. All applications for a Right of Interment Certificate or an Interment Permit must be made at the Cemetery Office between the hours of 8:30 a.m. – 12:00 noon and 12:30 p.m. - 4:00 p.m. on weekdays except holidays.



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## RIGHT OF INTERMENT SURRENDER

## Schedule "E"

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_

Under Section 17 of the *Town of Ladysmith Cemetery Management By-law*, I hereby surrender to the Town of Ladysmith the Right of Interment for the above Lot.

I hereby surrender the original Right of Interment Certificate and confirm there have been no interments in the Lot, nor memorials placed on the Lot and I agree to pay the Administration Fee as prescribed.

\_\_\_\_\_  
Right of Interment Holder Signature

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Original price paid for Right of Interment (less the  
Maintenance Care Fund contribution) \*

Plus GST paid on \*

Less Administration Fee (\$ \_\_\_\_\_)

Less GST on Administration Fee (\$ \_\_\_\_\_)

**REFUND TOTAL**

Date Records Amended: \_\_\_\_\_ By: \_\_\_\_\_ Refund Cheque #: \_\_\_\_\_

Original Invoice #: \_\_\_\_\_ Dated: \_\_\_\_\_ A/R Reference: \_\_\_\_\_

## RIGHT OF INTERMENT CERTIFICATE

(Excerpts from the Town of Ladysmith Cemetery Management Bylaw)

### RIGHT OF INTERMENT CERTIFICATE

11. The Administrator shall issue a Right of Interment Certificate to an applicant who meets the requirements of this Bylaw and pays the fees prescribed in Bylaw No. 1644.
12. The issuance of a Right of Interment Certificate does not entitle the holder to require the Town to inter the Human Remains or Cremated Remains of the designated person in the Lot unless the Interment Right Holder complies with all provisions of this By-law, including, without limitation, the payment of all Fees related to the Interment, and obtains an Interment Permit.
13. A Right of Interment Certificate for any unused Lots may be transferred to another family member. The Interment Right Holder or executor must provide this request in writing (Schedule D) and the original Interment Right Certificate must be surrendered to the Town.
14. An administration fee is payable to the Town in respect of an Interment right transfer:
15. An Interment Right Holder shall either reserve the right to use that Lot for himself or herself or authorize another family member to be interred in the Lot to which the Right of Interment Certificate refers.
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## ADDITIONAL INTERMENTS IN A LOT

## Schedule "F"

Lot Address: A \_\_\_\_\_ C \_\_\_\_\_ M \_\_\_\_\_ P \_\_\_\_\_

Grave of: \_\_\_\_\_

I (we), being persons having priority in connection with disposition of human remains or cremated remains as set out in Section 5 of the *Cremation, Interment and Funeral Services Act*, in relation to the original occupant of this grave, hereby authorize the Town of Ladysmith to inter the ashes of:

\_\_\_\_\_

in the grave space occupied by: \_\_\_\_\_

*The undersigned represents to the Town of Ladysmith that they notified the immediate next-of-kin of the original person(s) interred in the above lot and that the immediate next-of-kin agree to the additional interment.*

***The undersigned further acknowledge that the Town is relying on this representation and agree to indemnify and save harmless the Town of Ladysmith, its officers and employees, from all actions, liability, costs, expenses, demands or claims resulting from the additional interment authorized by this permit.***

\_\_\_\_\_  
Signed

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

Date \_\_\_\_\_

Town of Ladysmith Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);**

**CONTROL OF DISPOSITION – Section 5**

- (1) The right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:
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  - (d) an adult grandchild of the deceased;
  - (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
  - (f) a parent of the deceased;
  - (g) an adult sibling of the deceased;
  - (h) an adult nephew or niece of the deceased;
  - (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the Estate Administration Act;
  - (j) the minister under the Employment and Assistance Act or, if the official administrator under the Estate Administration Act is administering the estate of the deceased under that Act, the official administrator;
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- (2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.
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- (a) is determined in accordance with an agreement between or among them, or
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**WRITTEN AUTHORIZATION – Section 8**

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**THE CREMATION, INTERMENT AND FUNERAL SERVICES ACT (excerpts);**

**PROTECTION FROM LIABILITY – Section 9**

If

- (a) there is an error or omission in an authorization provided under section 8 to an operator or a funeral provider, or
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**DEFINITION OF SPOUSE**

"spouse" means a person who

- (a) is married to another person,
- (b) is united to another person by a marriage that, although not a legal marriage, is valid at common law, or
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---

**Cemetery Management By-law No. 1668**

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