

**CITY OF DELTA  
BRITISH COLUMBIA**



**CEMETERY BYLAW NO. 8253, 2024**

*A Bylaw to regulate the organization, operation, and management of cemeteries owned by the City of Delta.*

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**CITY OF DELTA**  
**BYLAW NO. 8253, 2024**



*A Bylaw to regulate the organization, operation, and management of cemeteries owned by the City of Delta.*

WHEREAS an operator of a cemetery, in accordance with the *Cremation, Interment and Funeral Services Act, Section 39 (1)*, must make Bylaws respecting

- a) the organization, operation and management of the place of interment;
- b) the rights, privileges and responsibilities of the operator, persons who visit the place of interment and suppliers in respect of the place of interment;
- c) the rights, privileges and responsibilities of interment right holders in respect of the place of interment; and
- d) the size, class, kind and composition of memorial that are permitted to be installed in the place of interment, or in any of its parts or subdivisions;

AND WHEREAS the City of Delta owns and operates cemeteries and Council in the Bylaw establishes itself as a Board of Cemetery Trustees in accordance with the *Cremation, Interment and Funeral Services Act, Section 37 (2)*;

NOW THEREFORE the Council of the City of Delta in open meeting assembled, enacts as follows:

**PART 1: CITATION**

- 1.1 This Bylaw may be cited for all purposes as “**Cemetery Bylaw No. 8253, 2024.**”

**PART 2: INTERPRETATION**

- 2.1 In this Bylaw, unless the context otherwise requires, words and phrases herein shall be construed in accordance with their meanings under the *Cremation, Interment and Funeral Services Act* and Regulation, the *Community Charter*, and the *Interpretation Act*, as the context and circumstances may require.

**Definitions**

- 2.2 In this Bylaw, unless the context otherwise requires, each of the following words has the meaning set out below:
- (1) “**Administration Fee**” means a fee levied to cover additional administrative costs;

- (2) “**Administrator**” means the General Manager of Parks, Recreation and Culture for the City, or duly appointed designate;
- (3) “**Adornment**” means items placed at an interment or niche space on a temporary basis by the owner of the interment or niche space, or by the City;
- (4) “**Adult**” means a person 13 years of age or older;
- (5) “**Applicant**” means a person who has made a petition to the City for a Right of Interment;
- (6) “**Board**” means the Board of Cemetery Trustees established under Part 4 of the Bylaw, which for greater certainty is the Council of the City;
- (7) “**BPCPA**” means the *Business Practices and Consumer Protection Act* and all Regulations made pursuant thereto;
- (8) “**Burial Permit**” means a permit issued by a district registrar of vital statistics under the *Vital Statistics Act*;
- (9) “**Bylaw Enforcement Officer**” means a person appointed by the City to enforce its Bylaws and includes but is not limited to a Bylaw Inspector, a sworn member of the Delta Police Department, and an animal Control Officer;
- (10) “**Care Fund**” means the fund established pursuant to the Bylaw for the care and maintenance of the cemetery;
- (11) “**Casket (or Coffin)**” means a container made of wood, metal, or plastic into which the human remains are placed for interment;
- (12) “**Cemeterian**” means the person duly appointed by the City to perform interments and maintain the cemetery;
- (13) “**Cemetery**” means “Boundary Bay Cemetery” and “North Delta Cemetery”, being the civic lands set apart for use as a place of burial of human remains and cremated remains and includes any incidental or ancillary buildings on the land;
- (14) “**Child**” means a person under 13 years of age;
- (15) “**CIFSA**” means the *Cremation, Interment and Funeral Services Act* and all *Regulations* made pursuant thereto;
- (16) “**City**” means the City of Delta;
- (17) “**Columbarium**” means a structure that houses cremation urns;
- (18) “**Council**” means the Council of the City;
- (19) “**Cremated Remains**” means the human bone fragments that remain after cremation and may include the residue of other materials cremated with the human remains;

- (20) “**Cremation Liner**” means a receptacle made of durable material that is placed in a ground cremation lot to surround an urn holding cremated remains;
- (21) “**Crypt**” means a vault or chamber used for keeping human remains;
- (22) “**Deceased’s Representative**” means a person having the right to control the disposition of human or cremated remains under *Section 5* of the *CIFSA*;
- (23) “**Disinterment**” means the removal of interred human remains or cremated remains together with the casket or container holding them, for the purpose of permanent relocation; or on the authority of an order of a court, or under the *Coroners Act (CIFSA, Section 16)*;
- (24) “**Entombment**” means the act of putting a deceased body or cremated remains into an individual burial chamber such as a mausoleum or columbarium;
- (25) “**Exhumation**” means the exposure and removal of interred remains for the purpose of viewing or examination on the authority of an order of a court, or under the *Coroners Act (CIFSA, Section 16)*;
- (26) “**Fees**” means the fees listed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024;
- (27) “**Grave**” means a place of burial; typically, a hole dug in the ground and marked by a memorial;
- (28) “**Grave Liner**” means a receptacle made of durable material that is placed around a casket or container holding human remains in order to provide reinforcement to the lot. A grave liner may or may not have a bottom;
- (29) “**Holiday**” means any of the following days: New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, National Day for Truth & Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any day or part of a day proclaimed a civic holiday;
- (30) “**Human Remains**” means a deceased human body in any stage of decomposition, or a body of a stillborn infant in any stage of decomposition, but does not include cremated remains;
- (31) “**Interment**” means disposition by burial of human remains or cremated remains in a lot;
- (32) “**Interment Right Contract**” (previously known as a Cemetery Lot Licence) means a contract between the Interment Right Holder or the Deceased’s Representative and the City that provides a Right of Interment and associated cemetery services for a designated lot;
- (33) “**Interment Right Holder**” means a person who owns a Right of Interment;

- (34) “**Lot**” means a space in a cemetery used, or intended to be used, for the interment of human remains (burial lot) or cremated remains (cremation lot) pursuant to a Right of Interment;
  - (35) “**Mausoleum**” means an external free-standing structure constructed as a monument enclosing the interment space or burial chamber of a deceased person or people;
  - (36) “**Memorial**” means a marker installed on a lot to identify and memorialize a deceased person or stillborn infant who may, or may not, be interred in that lot;
  - (37) “**Memorial Permit**” means a document issued by the Administrator that provides permission for the installation, reinstallation, or removal of a memorial;
  - (38) “**Niche**” means a space in a columbarium, mausoleum, or niche wall to hold an urn;
  - (39) “**Niche Wall**” means the structure that contains urns with the cremated remains of deceased persons;
  - (40) “**Non-Resident**” means a person who is not a permanent resident of the City;
  - (41) “**Proof of Authority**” means a document completed at time of need by the Deceased’s Representative to control the disposition of human or cremated remains, under *Section 5 of CIFSA*;
  - (42) “**Resident**” means a person who is a permanent resident, or resided at the time of death, in the City;
  - (43) “**Scatter Garden**” means a non-permanent garden of remembrance where cremated remains are scattered and co-mingled;
  - (44) “**Scattering Right**” means a right in perpetuity to scatter cremated remains in a designated scatter garden;
  - (45) “**Stillborn Infant**” means a product of conception that underwent a stillbirth, as defined in the *Vital Statistics Act*;
  - (46) “**Time of Need**” means at the time of death or while death is imminent; and
  - (47) “**Urn**” means any receptacle used for the encasement of cremated remains.
- 2.3 References to an “Interment Right Contract” in this Bylaw will apply equally to any Cemetery Lot Licence issued by the City pursuant to any predecessor bylaw enacted by the Corporation of Delta.
- 2.4 A reference to a statute in this Bylaw refers to a statute of the Province of British Columbia unless otherwise indicated, and a reference to any statute, regulation, code or bylaw refers to that enactment as it may be amended or replaced from time to time.

- 2.5 The headings contained in this Bylaw are for convenience only and are not to be construed as defining, or in any way limiting, the scope or the intent of the provisions of this Bylaw.

### **Severability**

- 2.6 If any part, sub-part, clause or sub-clause of this Bylaw is, for any reason, held to be invalid by the decision of a court of competent jurisdiction, it must be severed and the validity of the remaining provisions of this Bylaw must not be affected.

## **PART 3: APPLICATION OF BYLAW**

### **Application**

- 3.1 This Bylaw applies to the cemeteries operated by the City and to all additional real and personal property now or hereafter owned or held by the City in connection therewith, subject at all times to the *BPCPA*, the *CIFSA*, and all regulations made pursuant thereto.

### **Land Set Aside as Cemeteries**

- 3.2 The following legally described real properties in Delta, British Columbia are set aside and used as places for burial of human remains and cremated remains and for purposes incidental and ancillary thereto, and for no other purposes whatsoever:

#### Boundary Bay Cemetery

Parcel Identifier: 024-739-782  
Parcel A (plan with fee deposited 1303F)  
South West Quarter Section 11  
Township 5 New Westminster District

Parcel Identifier: 013-237-454  
Parcel B (plan with fee deposited 23319E)  
Fractional South West Quarter Section 11  
Township 5 New Westminster District

#### North Delta Cemetery (previously known as Trinity Lutheran Cemetery)

Parcel Identifier: 010-782-834  
Lot 4 District Lot 17 Group 2  
New Westminster District Plan 2896

Parcel Identifier: 010-782-851  
Lot 5 District Lot 17 Group 2  
New Westminster District Plan 2896

## **PART 4: ADMINISTRATION OF CEMETERY AND BYLAW**

### **Establishment of Board of Cemetery Trustees**

- 4.1 In accordance with *CIFSA*, Section 37 (2) Council is hereby established and continues as the Board of Cemetery Trustees to own and operate the City's cemeteries.

### **Powers and Duties of the Board**

- 4.2 Council hereby vests in the Board all such power and authority as is necessary to permit the Board to manage and operate the cemetery, including but not limited to, the power from time to time to appoint an Administrator, and to delegate its power and authority to the Administrator.
- 4.3 Without limiting Sub-section 4.1, the Board may determine the size and layout of the lots, the categories for use of the lots, and the developments and improvements to be carried out in respect of the cemetery in accordance with the requirements of the *CIFSA*.

### **Powers and Duties of the Administrator**

- 4.4 The Administrator is responsible for the general administration and enforcement of this Bylaw including, without limitation:
- a) maintaining all records and information for the administration, operation, maintenance, and management of the cemetery as required by the Board, this Bylaw, the *CIFSA*, and the *BPCPA* and regulations; and
  - b) issuing Right(s) of Interment and permits subject to any conditions and fees required by the bylaw of the *CIFSA*.

## **PART 5: FEES AND CHARGES**

### **Fees and Charges**

- 5.1 Fees and Charges for services that may be or are provided under this Bylaw shall be payable as set out in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024.

## **PART 6: RIGHTS OF INTERMENT**

### **Granting a Right of Interment**

- 6.1 The Administrator may, subject to payment of fees, issue to a person a Right of Interment for a vacant, unreserved lot. A Right of Interment does not vest in the Interment Right Holder any title or interest in the land or lot but instead provides

for the right to inter the person(s) named on the Interment Right Contract in the designated lot.

- 6.2 The granting of a Right of Interment does not oblige the City to inter the human remains or cremated remains of the named person in the lot designated in the Interment Right Contract unless the Interment Right Holder or their legally authorized representative complies in all respects with the provisions of this Bylaw, including, without limitation:
- (a) payment of all fees related to the interment;
  - (b) completion of an Interment Right Contract duly signed by the Deceased's Representative; and
  - (c) completion of a Proof of Authority form duly signed by the Deceased's Representative.
- 6.3 The City reserves the right to restrict sales of Right(s) of Interment to residents.
- 6.4 The City reserves the right to sell a Right of Interment for a full burial lot only at the time of need, and may, at that time, sell a second Right of Interment for future use of the adjacent burial lot.
- 6.5 The City reserves the right to sell a Right of Interment for a cremation lot only at the time of need, and may, at that time, sell a second Right of Interment for future use of the adjacent cremation lot.
- 6.6 The City reserves the right to sell a Right of Interment for placement of cremated remains in a niche only at time of need, and may, at that time, sell a second Right of Interment for future use of the adjacent niche.
- 6.7 The City reserves the right to sell a Right of Interment for entombment of human remains in a crypt or mausoleum only at time of need, and may, at that time, sell a second Right of Interment for future use.
- 6.8 The City reserves the right to sell a service for placement of cremated remains in a scatter garden only at time of need.
- 6.9 Every Interment Right Contract shall specify the amount payable in respect of the Care Fund.
- 6.10 Pursuant to the Memorandum of Understanding between the Trinity Evangelical Lutheran Church and the City (Schedule "A" of this Bylaw), the City may exempt members of the Trinity Evangelical Lutheran Church from payment of Right of Interment fees for North Delta Cemetery.

### **Transfer or Surrender of a Right of Interment**

6.11 **Unused Lot:**

The Administrator may transfer to another person a Right of Interment for an unused lot upon receiving a completed application, applicable fees, and the original licence or Interment Right Contract from the existing Interment Right Holder or their legally authorized representative. An application for a transfer

must be made in writing and include full particulars as to the name and address of the person to whom the transfer is to be made and be accompanied by payment of the following amounts to the City:

- (a) the transfer fee prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024;
- (b) the difference between fees paid originally and current fees if there has been a change in residency status; and
- (c) the difference between fees paid originally and current fees if there have been changes in fee rates.

6.12 Lot that Contains Interred Remains:

The Administrator may transfer to another person a Right of Interment for a lot that contains interred remains on receiving a completed application, the transfer fee prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024, and the original licence or Interment Right Contract from the existing Interment Right Holder or their legally authorized representative. An application for a transfer must be made in writing and include full particulars as to the name and address of the person to whom the transfer is to be made.

6.13 If a transfer of Right of Interment is approved pursuant to Sub-section 6.11 or 6.12, the Administrator shall:

- (a) record the details of the transfer in the City's records kept for that purpose; and
- (b) either endorse the details of the transfer on the original licence or Interment Right Contract and provide a copy to the Applicant or enter into a new Interment Right Contract with the Applicant.

6.14 No transfer or assignment of a Right of Interment shall be valid without first obtaining the approval of the Administrator in accordance with the requirements of this Bylaw.

6.15 Surrender of a Right of Interment:

An interment Right Holder may surrender to the City a Right of Interment provided:

- (a) there are no interments in the designated lot, columbarium, crypt, mausoleum, or niche;
- (b) the Interment Right Holder or their legally authorized representative provides written notice to the City as to the intention to surrender the right;
- (c) the original licence or Interment Right Contract is surrendered; and
- (d) any fees associated with the removal of any memorial that is on the surrendered lot are paid.

The Administrator will provide the Interment Right Holder or their legally authorized representative with a refund equal to the full purchase price including

the Care Fund contribution if the surrender is made within 30 days of the original purchase; otherwise, the refund will equal the purchase price less the Care Fund contribution.

### **Reclamation of a Right of Interment Previously Sold**

- 6.16 In accordance with the *CIFSA Regulations, Section 25*, with prior approval of a director under the *BPCPA*, the City may reclaim a Right of Interment where the Right of Interment for the lot has been sold previously if:
- (a) the Interment Right Holder is at least 90 years of age or, if living would be at least 90 years of age;
  - (b) at least 50 years have elapsed from the date the prior Right of Interment was sold;
  - (c) at least 90 days have passed since the City sent a notice of intent to reclaim to the last known address of the Interment Right Holder without receiving a response from the Interment Right Holder; and
  - (d) the City has made diligent attempts to locate and contact the Interment Right Holder without success.
- 6.17 If a Right of Interment is sold for a lot, columbarium, crypt, mausoleum, or niche under Sub-section 6.16, and the Right of Interment is subsequently required for use by the original Interment Right Holder, the City must provide another Right of Interment of equal or greater value that is acceptable to the original Interment Right Holder or the Deceased's Representative.

## **PART 7: INTERMENTS**

### **Conditions of Interment**

- 7.1 Only human remains and cremated remains of a human body are permitted to be interred in the cemetery.
- 7.2 Interments shall be:
- (a) performed by no one other than the Cemeterian or an authorized employee, agent, or contractor of the City;
  - (b) conducted in predefined lots, columbarium, crypt, mausoleum, or niche approved by a director under the *BPCPA*; and
  - (c) carried out with all reasonable care and attention.
- 7.3 The City shall not be held liable for damage to any casket, urn, or other container sustained during an interment except where such damage is caused by gross negligence of its employees.
- 7.4 No interment shall take place until:
- (a) a Right of Interment has been issued for the designated lot, columbarium, crypt, mausoleum, or niche;

- (b) a Proof of Authority form to control the Disposition of Human Remains has been duly completed and duly signed by the Deceased's Representative;
  - (c) the Cemeterian is in possession of the Burial Permit received by the City as required under the *Vital Statistics Act, Sections 22 and 23* or certificate of cremation; and
  - (d) the applicable fees prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024 have been paid in full.
- 7.5 Application for authorization to inter must be made at least two business days before the interment is to take place. The Administrator may schedule the interment in a shorter time frame provided there is compliance with all other applicable parts of this Bylaw.
- 7.6 Where the human remains to be interred are those of a person who, at the time of death, suffered from an infectious disease, interment may occur within forty-eight (48) hours of death. The Medical Health Officer must provide the Administrator with specific written instructions respecting interment to ensure the safety of all persons who may come into contact with the casket or container bearing the human remains. The Administrator shall convey the said instructions to the Cemeterian responsible for the interment and the Cemeterian shall ensure that the instructions are followed.
- 7.7 The Deceased's Representative or the service provider that they have engaged, shall be deemed to retain custody of the human or cremated remains until such remains are delivered to the Cemeterian or an authorized employee, agent, or contractor of the City on the scheduled day of the interment.
- 7.8 The following apply to in-ground interments:
  - (a) a grave liner is required for the burial of human remains in a full-sized casket or container. It is not required for an infant-sized casket or container.
  - (b) a cremation liner is required for the burial of cremated remains.
  - (c) cremated remains must be interred in a sealed container constructed of permanent, durable material approved by the Administrator or the Cemeterian.
  - (d) a burial lot may be used for the interment of one human remains and up to four cremated remains, except that where a Right of Interment for a burial lot was purchased prior to November 3, 2003, then the lot may be used for the interment of up to eight cremated remains or one human remains and up to four cremated remains.
  - (e) no casket burial is permitted in a burial lot after cremated remains have been interred in that lot.
  - (f) a single cremation lot may be used for the interment of up to two cremated remains.

- (g) the second or subsequent interment in a lot shall not be permitted to disturb or disinter any remains previously interred in the same lot.
  - (h) the use of a grave liner purchased from a source other than the City requires specific approval in writing by the Administrator. Approval will be based on the liner's size, design, material, construction, and suitability in relation to the intended use. Approval is also subject to payment in full of the handling fee prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024, prior to installation. The Administrator may require that the grave liner be installed by the supplier, under the supervision of the Cemeterian, with the installation being at the Interment Right Holder's expense.
- 7.9 The following apply to above-ground interments, entombments, and scattering of remains:
  - (a) an urn or casket is required for all entombments.
  - (b) the sealed container or urn must be constructed of permanent, durable material approved by the City.
  - (c) scattering of cremated remains is non-permanent, non-recoverable, and is permitted only in designated locations and under the supervision of the Cemeterian.
- 7.10 Interments shall only be performed between the hours of eight thirty (8:30) in the forenoon and three thirty (3:30) in the afternoon on any day except a holiday. Exceptions to these times require approval in writing by the Administrator.
- 7.11 The Administrator may limit the number of interment, disinterment, or exhumation services, or any combination thereof, to be conducted in the cemetery on a single day and may specify the time of day when such services may be conducted.

## **PART 8: EXHUMATIONS AND DISINTERMENTS**

### **Conditions of Exhumation and Disinterment**

- 8.1 *Subject to Part 4 of the CIFSA* no human remains shall be exhumed or disinterred from a lot, columbarium, crypt, mausoleum, or niche until:
  - (a) the Administrator receives a written request to do so from the Deceased's Representative;
  - (b) a director under *BPCPA* has approved the exhumation or disinterment; and
  - (c) the applicable fees prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024, have been paid in full.
- 8.2 If a request for exhumation or disinterment is for the human remains of a person who, at the time of death, was known to have had an infectious or contagious disease or other disease dangerous to the public's health, the human remains may not be exhumed or disinterred until the Medical Health Officer for the

Fraser Health Authority, South Fraser Region has given permission in response to written notice from the City.

- 8.3 Sub-parts 8.1 (a) and (b) do not apply if human remains are to be exhumed or disinterred on the authority of an order of a court or under the *Coroners Act*.
- 8.4 Sub-part 8.1 (b) does not apply if human remains are to be disinterred from one lot and reinterred in another lot in the same cemetery.
- 8.5 If human remains are to be disinterred from one lot, columbarium, crypt, or mausoleum and re-interred in another lot, columbarium, crypt, or mausoleum in the same cemetery, the person who makes the request under Sub-part 8.1 (a) must ensure that a funeral provider receives the human remains immediately after the original lot, columbarium, crypt, or mausoleum is opened.
- 8.6 No cremated remains shall be disinterred from a lot or niche until:
- (a) the Administrator receives a written request to do so from the Deceased's Representative; and
  - (b) the applicable fees prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024, have been paid in full.
- 8.7 The City will exercise all reasonable care and attention in performing exhumations and disinterment's but shall not be held liable for damage to any casket, urn, or other container sustained during exhumation or disinterment except where such damage is caused by gross negligence by its agents or employees.
- 8.8 The City'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, columbarium, crypt, or mausoleum.
- 8.9 Exhumations and disinterment's shall only be performed between the hours of eight-thirty (8:30) in the forenoon and three thirty (3:30) in the afternoon on any day except a holiday. Exceptions to these times require approval in writing by the Administrator.

## **PART 9: MEMORIAL**

### **Memorials and Installation Conditions**

- 9.1 Memorials shall:
- (a) be placed, installed, reinstalled, or removed by no one other than the Cemeterian or an authorized employee, agent, or contractor of the City;
  - (b) be placed such that the top surface is level with the surrounding ground, except for pillow style memorials which are placed such that the base is flush

with the surrounding ground and the highest point of the memorial is not more than 6 inches (15 cm) above ground;

- (c) be supplied by a professional manufacturer of memorials;
- (d) be constructed of granite or bronze; and
- (e) be 3 inches (7.5 cm) in thickness and have finished dimensions that conform to the following:

<b>Type of Memorial</b>	<b>Memorial Dimension (without border)</b>	<b>Allowable Border</b>	<b>Finished size with border</b>
Cremation memorial - small	12" x 8" (30 x 20 cm)	2" (5 cm)	16"x 12" (40 x 30 cm)
Cremation memorial - large	14" x 14" (35 x 35 cm)	2" (5 cm)	18" x 18" (45 x 45 cm)
Burial memorial - small	12" x 8" (30 x 20 cm)	3" (7.5 cm)	18" x 14" (45 x 35 cm)
Burial memorial - medium	20" x 12" (50 x 30cm)	3" (7.5 cm)	26" x 18" (65 x 45 cm)
Burial memorial - large	30" x 18" (75 x 45 cm)	3" (7.5 cm)	36" x 24" (90 x 60 cm)
Burial memorial – pillow style	30" x 18" (75 x 45 cm)	3" (7.5 cm)	36" x 24" (90 x 60 cm)
Scatter Garden Plaque	n/a	n/a	3" x 6" (7.5 x 15 cm)
Niche Plaque	n/a	n/a	12" x 12" (30 x 20 cm)

9.2 Memorial design and inscriptions shall be in one of the following formats:

(a) Granite without border

- A carving on the face of an all granite memorial.

(b) Granite with border

- A carving on the face of an all granite memorial with a border around the perimeter of the memorial that is free of any lettering or ornamentation; or
- A carving on the face of a granite memorial with a concrete border that has side surfaces true and perpendicular with the granite surface.

(c) Bronze without border

- A bronze memorial installed on a granite base. The base shall be the same width and length as the bronze memorial and the top, bottom, and sides shall be smooth sawn or polished; or

- A bronze memorial installed on a concrete base. The base shall be the same width and length as the bronze memorial.

(d) Bronze with border

- A bronze memorial installed on a granite base. The granite base shall be wider and longer than the bronze memorial such that a portion of the base is exposed on all sides forming a border. The top, bottom, and sides of the base shall be smooth sawn or polished and shall be free of any lettering or ornamentation; or
- A bronze memorial installed on a concrete base. The concrete base shall be wider and longer than the bronze memorial such that a portion of the base is exposed on all sides forming a border.

- 9.3 Bronze memorials shall not have letters, figures, or designs raised more than 0.5 inches (1.7 cm) above the surface of the memorial.
- 9.4 Finished memorials shall not include upright candleholders, vases, lanterns, or surface-mounted emblems that protrude more than 0.5 inches (1.27 cm) above the surface of the memorial.
- 9.5 No memorial shall be installed or reinstalled unless:
- (a) it conforms to the requirements set out in Sub-parts 9.1 – 9.4;
  - (b) an Interment Right Holder or the Deceased's Representative has applied for and been issued a Memorial Permit; and
  - (c) all applicable fees prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024, have been paid.
- 9.6 Despite the issuance of a Memorial Permit, the Administrator or Cemeterian may remove any memorial which does not comply with this Bylaw.
- 9.7 The number of memorials permitted per lot shall be as set out in Schedule "B" of this Bylaw.
- 9.8 The installation of memorials shall occur during the regular business hours of the cemetery and shall be made as soon as reasonably possible after delivery to the cemetery, based on weather and ground conditions.
- 9.9 The City assumes no responsibility for the care and maintenance of any memorial.
- 9.10 The City shall not be held liable for the loss of or damage to, any memorial or part thereof except where such damage or loss is due to gross negligence by its agents or employees.

## **PART 10: ADORNMENT OF LOTS**

### **Conditions of Lot Adornment**

- 10.1 At the request of the Deceased's Representative in relation to a Right of Interment, the City will supply and install one flower vase of a design of its

choosing which will be mounted so the upper surface is level with the surrounding ground. The City assumes no responsibility for the care and maintenance of the flower vase.

- 10.2 A person must not place or install on a lot, columbarium, crypt, or mausoleum or in the cemetery any permanent item other than one memorial and one flower vase as described in Sub-part 10.1, and without limiting the generality of the foregoing, must not place in the cemetery or on or under the surface of any lot therein any of the following:
- (a) glass items, boxes, shells, toys, wire screens, arbors, trellises, tripods, candles, or flammable items;
  - (b) trees, shrubs, or other plants; or
  - (c) any other adornment or memento, unless the adornment or memento is less than 20 inches (50 cm) in height and width, less than 44 pounds (20kg) in weight, is not edible, does not make or emit sound, and is located above the ground and the Deceased's Representative is solely and entirely responsible for the item.
- 10.3 Except where edging already is in place on some lots in the older area of the cemetery, no lot, columbarium, crypt, or mausoleum shall be defined by a fence, railing, coping, hedge, concrete border, wood framing, or similar marking.
- 10.4 The Cemeterian may remove any adornment, memento, or other object or planting that:
- (a) is in contravention of this Bylaw;
  - (b) impedes, obstructs, or is otherwise detrimental to efficient maintenance of the cemetery;
  - (c) is a hazard to machinery or to the safety of employees or visitors;
  - (d) inhibits or prevents the growth of lawn on a lot or surrounding area of a lot, columbarium, crypt, mausoleum; or
  - (e) is unsightly or otherwise not in keeping with the dignity of the cemetery.
- 10.5 The City reserves the right to recover from the Deceased's Representative any expenses incurred to repair damage resulting from prohibited adornments, mementos, or other objects or plantings.

## **PART 11: CARE FUND**

### **Establishment and Administration of the Care Fund**

- 11.1 A Care Fund for the future maintenance and care of the cemetery and the lots therein is hereby established and contained, set aside, and maintained. All Care Fund contributions imposed for Rights of Interment and Memorial Installations as prescribed in the City of Delta Consolidated Fees and Charges Bylaw No. 8386, 2024 shall be deposited into the Care Fund. All monies in the Care Fund

shall be accounted for as a trust fund and invested in accordance with the requirements of the *CIFSA*.

- 11.2 Monies deposited into the Care Fund, together with interest and dividend income, shall be held in a separate account with a savings institution. Such an account will be known as the "Cemetery Fund". The General Manager of Finance for the City shall ensure that:
- (a) the account at all times complies with the provisions of the *CIFSA*;
  - (b) any investment of any monies in the Care Fund is permitted under the *CIFSA* and the *Community Charter*;
  - (c) any interest earned is used to finance care and maintenance services provided in respect of the cemetery or is retained in the Care Fund to increase the principal sum; and
  - (d) the principal sum of the Care Fund shall not be reduced without the prior approval of a director under the *BPCPA*.
- 11.3 The Administrator may, on behalf of the City, accept voluntary contributions to the Care Fund from any person, corporation, or organization.

## **PART 12: GENERAL PROVISIONS**

### **Hours of Public Access**

- 12.1 The cemetery shall be open to the public from 8:30 a.m. each morning until the earlier of 8:00 p.m. or one hour before dusk each evening. No person or vehicle shall be permitted within the cemetery during hours of public closure unless operated by the Cemeterian, an authorized employee, agent, or contractor of the City, or a person given authorization by the Administrator.

### **Conduct in the Cemetery**

- 12.2 Cemetery roadways are for the explicit use of funeral processions, cemetery patrons, and others approved by the Administrator. A person must not operate or drive a vehicle of any kind in the cemetery except on the cemetery roadways and at a speed not exceeding ten (10) km per hour. The City reserves the right to recover expenses incurred to repair damage resulting from the improper operation of a vehicle. All operators of vehicles shall at all times obey the directions of the Cemeterian.
- 12.3 Every person, including those in funeral processions, when entering and while within the cemetery, must not disturb the peace, quiet and good order of the cemetery or any funeral or memorial service being conducted therein.
- 12.4 Except for the Cemeterian or an authorized employee, agent or contractor acting on behalf of the City, or with the written permission of the Administrator, a person must not:

- (a) undertake or execute any work in connection with the beautifying, improving, or maintenance of any lot, other than to place cut or potted flowers as an adornment; or
  - (b) plant, prune, remove, cut down, or destroy any part of any tree, shrub, or plant within the cemetery.
- 12.5 No person shall willfully destroy, mutilate, damage, or deface anything within the cemetery, including, without limitation, lots, memorials, plants, flowers, trees, gates, fences, and benches.
- 12.6 No person shall:
  - (a) deposit any rubbish, debris, or offensive material within the cemetery;
  - (b) play any game or sport within the cemetery;
  - (c) solicit orders for goods and services within the cemetery;
  - (d) disturb persons assembled for the purpose of an interment or funeral service;
  - (e) sponsor or hold an activity in the cemetery without written authorization from the Administrator; or
  - (f) bring or allow a dog or other animal in the cemetery other than a guide animal under the *Guide Animal Act*.

## **PART 13: OFFENCES AND PENALTIES**

### **Penalty for Infractions**

- 13.1 This Bylaw may be enforced:
  - (a) by the Administrator, a peace officer, or a Bylaw Enforcement Officer;
  - (b) by proceedings brought under the *Offence Act*;
  - (c) by means of a ticket issued under the City's Municipal Ticketing Information Bylaw No. 6639, 2007; or
  - (d) by means of bylaw notice issued under the City's Bylaw Notice Enforcement Bylaw No. 7009, 2010.
- 13.2 Every person who contravenes, violates, or fails to comply with any provision of this Bylaw, fails or neglects to do anything required or who suffers, or allows any act or thing to be done in contravention of the Bylaw, commits an offence, and, without limiting the foregoing, any person who contravenes a provision in Part 12 of the Bylaw, commits an offence. Each day that the contravention and offence continue amounts to a new contravention and offence. On being found guilty of an offence under this Bylaw a person is liable to any of the following:
  - (a) a fine imposed by the City's Municipal Ticketing Information Bylaw No. 6639, 2007;
  - (b) a fine imposed by the City's Bylaw Notice Enforcement Bylaw No. 7009, 2010; or

(c) if a proceeding is brought under the *Offence Act*, a fine of not less than One Thousand Dollars (\$1,000) and more than Ten Thousand Dollars (\$10,000).

13.3 Nothing herein prevents the City from enforcing this Bylaw in any other manner authorized by law.

**PART 14: COMMENCEMENT AND TRANSITIONAL PROVISIONS**  
**Effective Date and Transitional Provision**

14.1 This Bylaw will come into force on January 1, 2025.

14.2 If an interment has been arranged and applicable fees have been paid prior to December 31, 2024, for an interment to occur on or after January 1, 2025, no further charges related to that interment shall be levied.

## PART 15: REPEAL OF PRIOR BYLAWS

### Repeal

15.1 Cemetery Bylaw No. 7649, 2018, and all amending bylaws are hereby repealed.

## PART 16: SCHEDULES

### Schedules

16.1 Schedules A and B attached hereto shall form part of this Bylaw

READ A FIRST time the \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

READ A SECOND time the \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

READ A THIRD time the \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

FINALLY CONSIDERED AND  
ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, **2024.**

George V. Harvie  
Mayor

Michelle Jansson, CMC  
City Clerk

Schedule A

MEMORANDUM OF UNDERSTANDING  
between  
TRINITY EVANGELICAL LUTHERAN CHURCH DELTA  
(the Church)  
and  
THE CORPORATION OF DELTA  
(Delta)

WHEREAS the congregation for the Church voted on February 27, 1967 to transfer certain land to Delta; and

WHEREAS the transfer of lands was contingent on the congregation reserving the right for burial of its members in the one-half acre that was in use at the date of the vote, the congregation receiving a waiver for burial fees and the congregation retaining responsibility for payment of upkeep, opening and closing fees; and

WHEREAS no provision was made to preserve the wishes of the congregation when the land owned by the Church was conveyed to Delta on October 6, 1967; and

WHEREAS the original half-acre in use at the time of the transfer was not marked;

IT IS AGREED by the parties that the original half-acre be identified and the conditions of transfer be recognized as per the terms of this Memorandum of Understanding.

1.0 The Land

1.1 The Land transferred by the Church is identified as:  
PIO 010-782-834 & 010-782-851  
Lots 4 & 5, District Lot 17, Group 2 New Westminster District; Plan 2896,  
as shown outlined in bold on the attached Schedule "A".

1.2 The original half-acre is identified as:  
All of Blocks 1, 2, 3 & 4, Block 5 lots 1-21, Block 6, lots 1-24 and those lots  
along the north boundary of Lot 5 numbering from 1-25, as shown on the  
attached Schedule "B".

2.0 Exception from Burial or Cremation Lot Fees

2.1.1 Those members of the Trinity Evangelical Lutheran Church Delta Congregation interred in any of the burial or cremation lots identified in 1.2 shall be exempt from the lot fee only upon application through the Church to the office of The Corporation of Delta, Parks, Recreation and Culture Department.

2.1.2 Those members of the Trinity Evangelical Lutheran Church Delta Congregation interred in any of the burial or cremation lots identified in 1.2 shall pay for all other service fees including interment/disinterment, care fund contribution, marker installation, and for the purchase of grave liners/holders for cremated remains.

3.0 Tenn of Agreement

3.1 This agreement shall remain in effect so long as any one of the lots identified in 1.2 remain vacant.

3.2 Upon the assignment of the last lot as identified in 1.2, this agreement shall be ended.


4.0 Effective Date of this Agreement

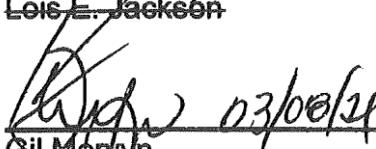
4.1 This Agreement shall take effect as at the date the signatures are applied to this document.

4.2 Where it is found that members of the congregation of the Church have paid burial or cremation lot fees for intennent identified in 1.2, those fees shall not be reimbursed to the family or estate of the congregation member.

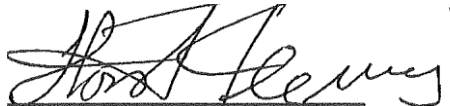
Signed this 22 day of /J, CUJMi 2003.

The Corporation of Delta

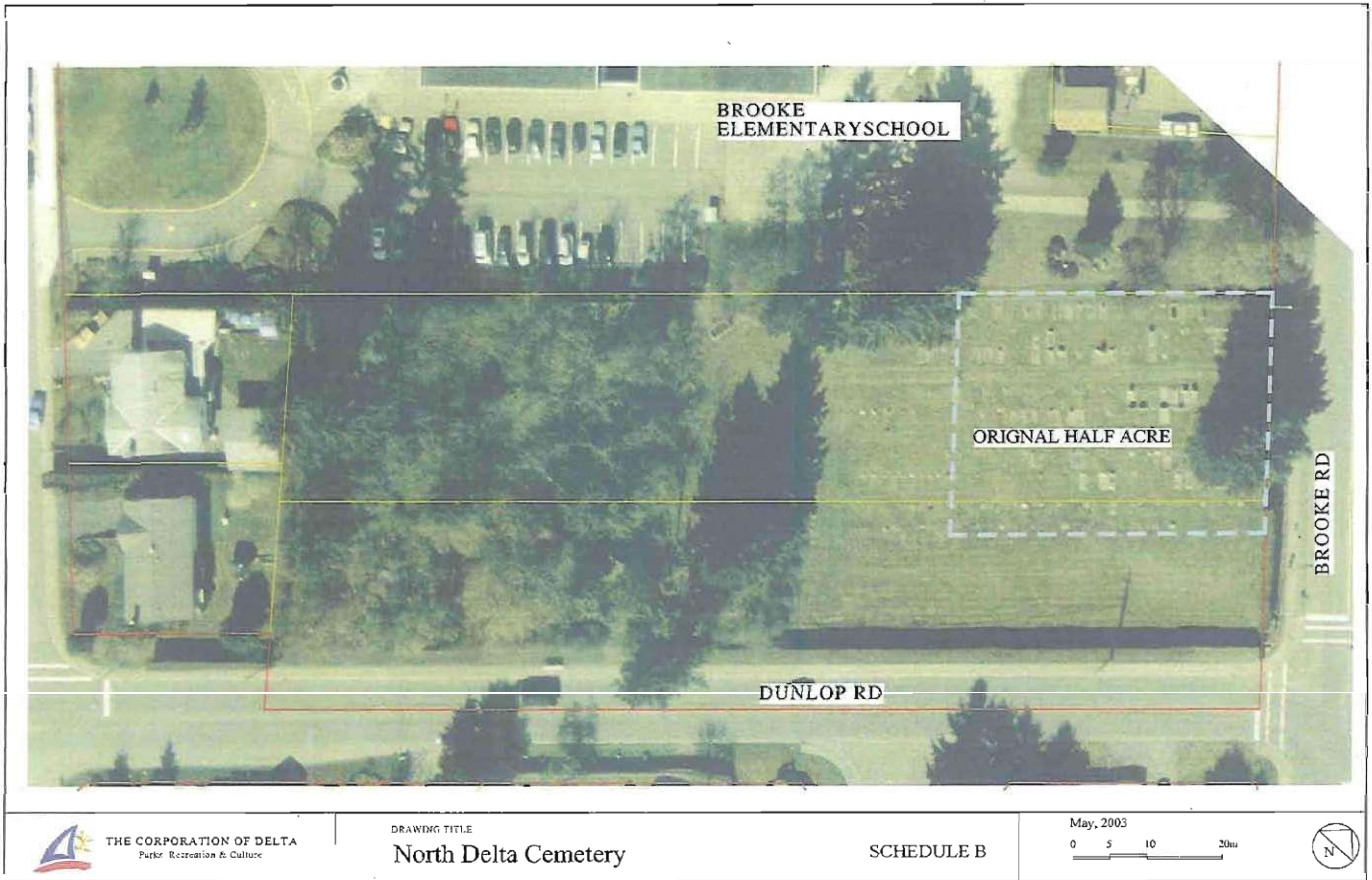
  
A/ Mayor Guy Gentner  
~~Lois E. Jackson~~

  
03/08/24  
Gil Menlyn  
Municipal Clerk

Trinity Evangelical Lutheran Church Delta

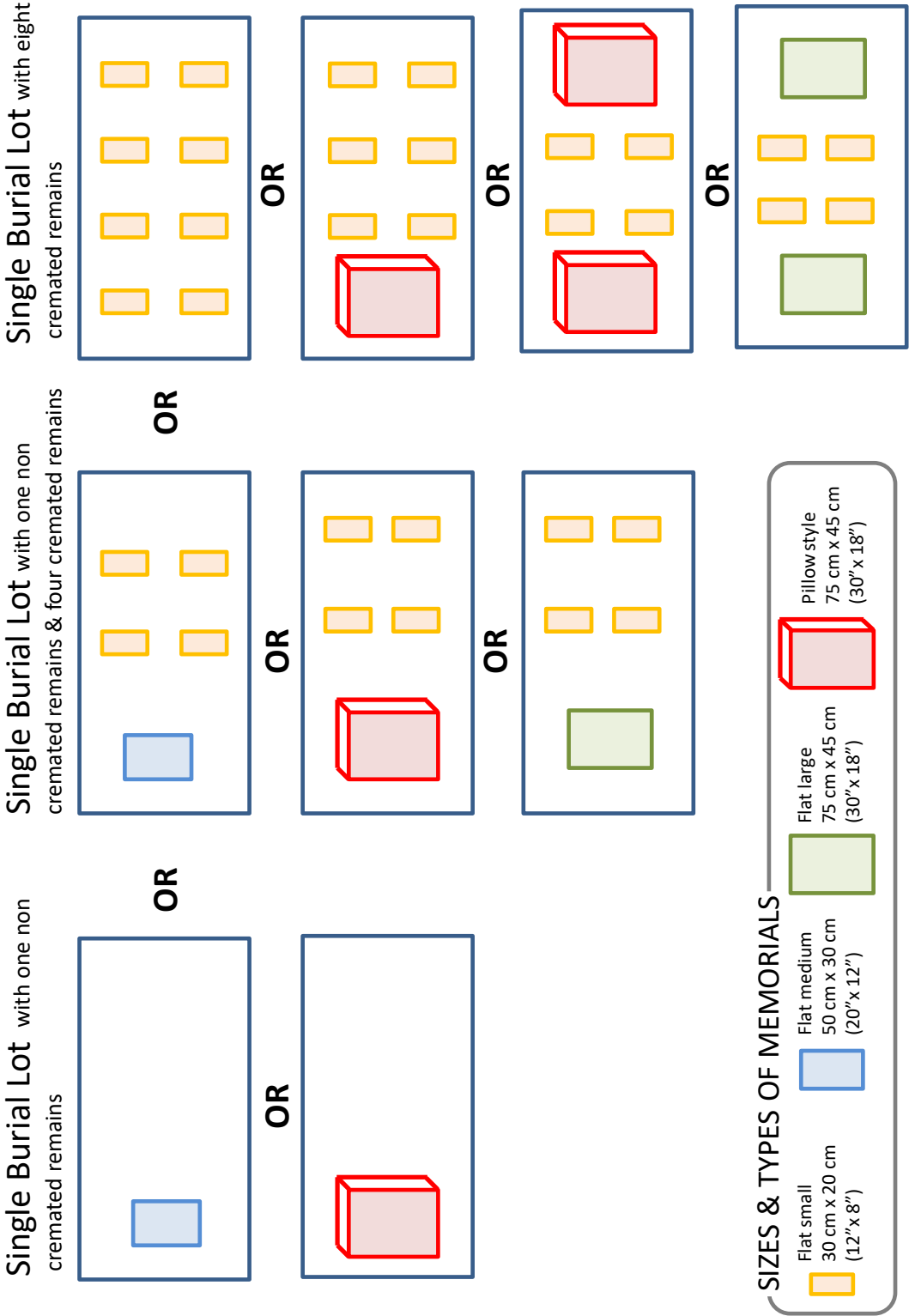
  
Horst Flemig  
Horst Flemig, Council Chairperson





Schedule B – Memorial Sizes for a full burial lot

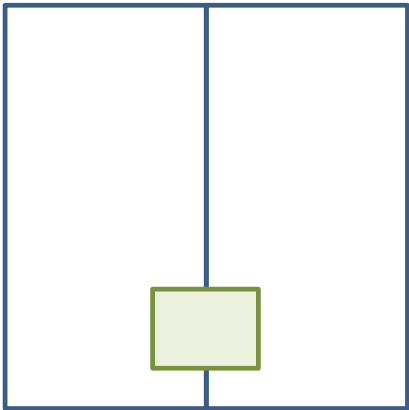
**Schedule B - MEMORIAL SIZES FOR A FULL BURIAL LOT (Bylaw 8253, 2024)**



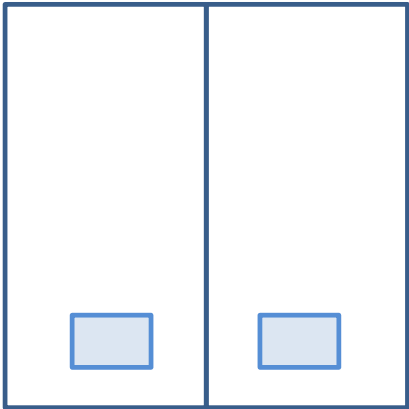
Schedule B – Memorial Sizes for a full burial lot

**Schedule B - MEMORIAL SIZES FOR A FULL BURIAL LOT** (Bylaw 8253, 2024)

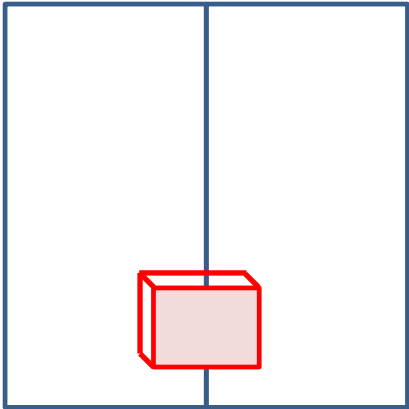
Double Burial Lot with two non cremated remains



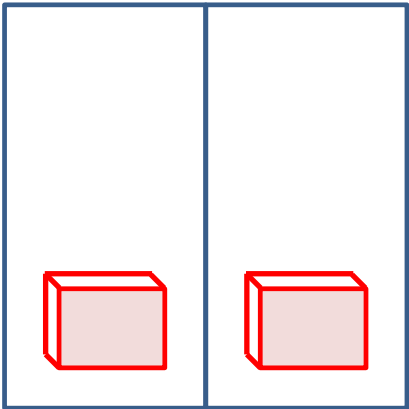
OR



OR



OR



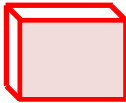
SIZES & TYPES OF MEMORIALS



Flat medium  
50 cm x 30 cm  
(20" x 12")



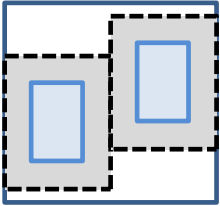
Flat large  
75 cm x 45 cm  
(30" x 18")



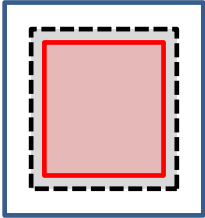
Pillow style  
75 cm x 45 cm  
(30" x 18")

**Schedule B - MEMORIAL SIZES FOR A CREMATION LOT, (Bylaw 8253, 2024)**

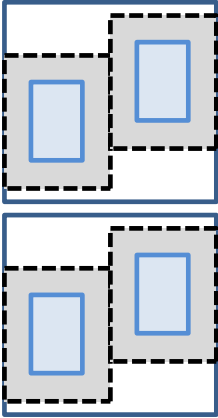
Single Cremation Lot  
with two cremated remains



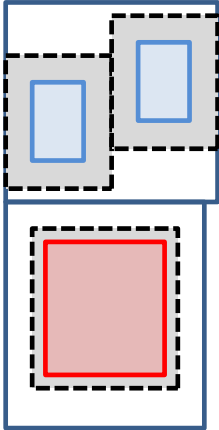
OR



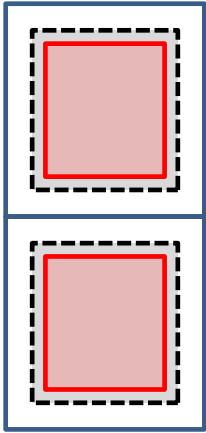
Double Cremation Lot  
with four cremated remains



OR

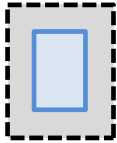


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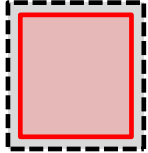


**SIZES & TYPES OF MEMORIALS**

Flat with 5 cm (2") border



30 cm x 20 cm memorial  
(12" x 8")



Flat Double with 5 cm (2") border  
36 cm x 36 cm memorial  
(14" x 14")