

# BY-LAWS OF ERSKINE CEMETERY AND FAIRPORT CEMETERY



**Erskine Chapel in Erskine Cemetery**

## **A Brief History of the Two Cemeteries**

**ERSKINE** - The Erskine Church and cemetery are located at the north east corner of Finch Avenue and Fairport Road and also a piece of land used for cemetery purposes across the road on Fairport Road on the north west corner. The Erskine Church appears much like it did when it was built in 1853-54. It has been moved back on the property one hundred feet and mounted on a stone foundation. The cemetery was established in 1854 also. The cemetery is now maintained by Dunbarton-Fairport United Church.

**FAIRPORT** - The cemetery is located on Liverpool Road south in the Fairport area of Frenchman's Bay. The Fairport Church was in a summer resort area and the residents started holding summer services in July 1920 until 1947, then year round weekly services were held under the auspices of Dunbarton United Church.

The structure was demolished in 1981 following the amalgamation of the Fairport congregation with the Dunbarton United Church congregation in 1975. The cemetery is now maintained by Dunbarton-Fairport United Church.

The Erskine Memorial Service is held every year on the second Sunday of June at 3:00 p.m.

**By-laws**  
**of**  
**Erskine Cemetery,**  
**and Fairport Cemetery**

*A copy of this ByLaw must be given  
to each purchaser of Interment Rights .*

Adopted by the Trustees of  
Dunbarton Fairport United Church

Version 2 Final

As approved (TBD)  
by the Registrar, *Cemeteries Act (Revised)*,  
Ministry of Consumer Services  
Consumer Protection Branch  
Cemeteries Regulation Unit

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## A) Preface

*This by-law is presented pursuant to the Cemeteries Act (Revised) of Ontario . It has been approved by the Trustees of Dunbarton-Fairport United Church, who are responsible for the oversight and administration of the 'Erskine Cemetery', and the 'Fairport Cemetery', on behalf of the ultimate owner, the United Church of Canada.*

This by-law is intended to provide direction for the maintenance and administration of cemetery operations; and benefit and protection for each person who has purchased or otherwise has an interest in interment rights within Erskine or Fairport Cemetery.

## B) Interpretation

1. This by-law constitutes the rules of Erskine and Fairport Cemetery, hereinafter simply referred to as 'Erskine Cemetery', as approved by the Trustees. It is not a municipal or corporate by-law in the legislative sense.
2. It is not the intention of this by-law to offend members of any gender group. All words and personal pronouns relating to words contained in this by-law must be read and construed as incorporating the correct gender of the person referred to in each case.
3. All words in this by-law must be read and construed as incorporating the singular or the plural in any case as applicable.

## C) Definitions

1. "Act" means the Cemeteries Act (Revised), R.S.O. 1990, c.4,
2. "Care and Maintenance Fund" means the trust fund in which all monies received by the Cemetery for the care and maintenance of lots and markers are deposited and invested.
3. "Cemetery" means the lands and properties known collectively as Erskine Cemetery, located at the intersection of Fairport Road and Finch Avenue and including those known as Fairport Cemetery located near the foot of Liverpool Road, both in the City of Pickering in the Regional Municipality of Durham.
4. "Cemetery Administrator" means the person or persons duly authorized on behalf of the Trustees and Dunbarton Fairport United Church to conduct the operation of the Cemetery.
5. "Certificate of Interment Rights" means the certificate issued by the Cemetery to the purchaser of interment rights.
6. "Columbarium" means a building or structure used as a place for the interment of human remains in sealed crypts or compartments.
7. "Contract" means the contract for the provision of the Cemetery's supplies and services.
8. "Erskine Memorial Service" shall be held annually on the second Sunday in June.
9. "Grave" means any burial space intended for an adult, and having a nominal size as follows:
  - a. 102 cm (40 in) by 274 cm (108in)
  - b. any other sizes as may have been established by practice in other portions of the cemeteries,
  - c. and infants graves
10. "Interment Rights" includes the right to require or direct the interment of human remains in a lot.
11. "Interment Rights Holder" means a person with the interment rights with respect to a lot and includes a purchaser of interment rights under the Act or a predecessor of that Act.
12. "Lot" means any grave or other area of land in a cemetery containing, or set aside to contain human remains and includes a tomb, crypt or compartment in a mausoleum, columbarium or niche wall.
13. "Ministry" means the Ministry of Consumer Services for Ontario, or its lawful successors.

14. a) "Marker" means any monument, tombstone, plaque, headstone, cornerstone or other structure or ornament affixed to or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains. For the purpose of this by-law, an Upright Marker shall be understood to mean any permanent memorial projecting more than 10 cm (4 in) above the ground.
  - b) "Marker Die" is the portion of a flat or upright marker which is engraved.
  - c) "Marker Base" is the portion of the upright marker which is below and supports the die and which is itself supported by the foundation.
  - d) "Marker Foundation" is the concrete on which the "Marker Base" sits in an upright marker, and is below the die of a flat marker if it is installed.
15. "Plan" means the geographic sketch or plan of the cemetery, approved by the Ministry of Consumer Services for Ontario.
16. "Register" means electronic or written records maintained in accordance with the Act.
17. "Registrar" means the Registrar appointed under the Act.
18. "Tariff" means the schedule of fees and charges as set out from time to time by the Cemetery and approved by the Trustees of Dunbarton-Fairport United Church, and the Ministry. The current Tariff is annexed as Appendix "A".
19. "Transfer" means to make a gift, bequest or other transfer of an Interment Right without consideration.

#### **D) Administration**

1. The Cemetery reserves full and complete control and management of the land, buildings, plantings, roads, utilities, books and records of the Cemetery and complete authority to administer these by-laws in accordance with the Act
2. The Cemetery disclaims all responsibility for loss or damage from causes beyond its control, including without limitation, damage or loss caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasion, insurrections, riots or order of any military or civil authority, whether damage be direct or collateral.
3. The Cemetery shall take reasonable precautions to protect the property of Interment Rights Holders but shall assume no liability or responsibility for the loss of, damage to, or any resulting injury from any article of any type that is placed or left on any Lot.
4. The Cemetery reserves the right, at its cost, to correct any error that may be made by it in making interments, in the description of the Lot, or the transfer or conveyance of any Interment Rights. The Cemetery may, at its sole discretion, either cancel such grant and substitute other Interment Rights or Lot of equal value and similar location, as far as is reasonably possible, or refund all money paid on account for such purchase. Notice will be given to the Interment Rights Holders by mailing it prepaid, first class mail to the Rights Holder or their legal representatives, at their last appearing address in the register of the Cemetery. In the event any such error may involve the disinterment of remains, the Cemetery shall first obtain the approval of any regulatory authority and the Interment Rights Holder.
5. This by-law may be at any time amended, rescinded or added to, in whole or in part, upon the approval of the Trustees of Dunbarton-Fairport United Church and the Registrar in accordance with the Act.

#### **E) Sale and Transfer of Interment Rights**

1. No person shall sell Interment Rights unless that person is authorized by, and does so on behalf of the Cemetery.
2. Subject to availability of Lots, Interment Rights may be purchased from the Cemetery at the Tariff rates filed with the Ministry and according to the Plan approved by the Ministry that are on file with the Cemetery. The rates for Interment Rights include the portion specified by the Act for deposit to the Cemetery's Care and Maintenance Fund.
3. Payments for Interment Rights shall be made out to "Erskine Cemetery".
4. Upon payment in full, the Cemetery shall provide each purchaser of Interment Rights with
  - a) a copy of the Contract;

- b) a copy of the Cemetery By-laws; and,
  - c) a Certificate of Interment Rights.
5. Purchasers of Lots acquire only the right and privilege to interment of human remains and placing Markers, subject to this By-law.
  6. To ensure accuracy of the Register, no Transfers of any Interment Rights or any interest therein shall be binding upon the Cemetery, unless application for the Transfer has been submitted, including necessary supporting documentation, and the original Certificate of Interment Rights returned. Upon receipt of such application and payment of the prescribed fee, the Transfer shall be made and new certificate of Interment Rights issued.
  7. In cases of Transfer by Will or bequest, the Cemetery reserves the right to require the production of a notarial copy of the Will or Certificate of Appointment of Estate Trustee or other evidence sufficient to prove ownership or authority to deal with the Interment Rights.
  8. In accordance with the Act, an Interment Rights Holder may require, by written demand, the Cemetery to repurchase the rights at any time before they are used.
  9. The Cemetery after receiving such a demand shall repurchase the Interment Rights within thirty days after receiving the demand. The repurchase price shall be the price originally paid for the Interment Rights, less any amount designated for the Care and Maintenance Fund.
  10. If the original selling price is unknown, the repurchase price shall be deemed to be \$50.00 in accordance with the Act.
  11. No refund will be made for any Lot if any Interment Rights have been exercised.
  12. Pursuant to the Act, any Interment Rights that are sold and not used for interment purposes after a twenty-year period may be considered abandoned. The Cemetery may apply to the Registrar appointed under the Act for a declaration that the Interment Rights are abandoned after making inquiries and giving reasonable notices to find the Interment Rights Holders or beneficiaries. Upon being satisfied the rights are abandoned, the Registrar shall issue a declaration to that effect. If there is no appeal by the end of the time period allowed for appeal, the Cemetery may resell the Interment Rights.

#### **F) Interments and Disinterments**

1. Interments shall take place only if weather and ground conditions permit in the judgment of the Cemetery Administrator.
2. All interments must be authorized in writing by the Interment Rights Holder except the interment of the Interment Rights Holder.
3. When Interment Rights for a Lot are co-owned by two or more persons, a Contract for interment will be accepted from either or any of them or their authorized representatives, and the Cemetery is authorized to deal with them as if they had the full, separate and distinct authority of a sole holder of Interment Rights
4. Persons requesting interments in Lots shall be personally responsible for Tariff charges incurred as agreed to in the Contract.
5. No interment shall be permitted in any Lot where either the Interment Rights or any other outstanding charges have not been paid in full.
6. Before an interment can take place, a burial permit issued by the Divisional Registrar or designate, showing the death has been registered, and the signed Contract must be in place.
7. Designated areas of the Cemetery require the use of a vault. For areas not specifically designated as requiring a vault, the Cemetery still highly recommends that they be used. The Cemetery does not offer double depth interments.
8. In the case of a cremation interment, the cremation certificate and the signed Contract must be in place.
9. Not more than one burial shall be made in any single Grave except the cremated remains of not more than four persons.

10. Remains to be buried in a Grave must be enclosed in a container, sealed securely, and of sufficient strength to permit burial with the container remaining intact. The container must be of a size to permit burial within the size of the Lot.
11. No Lot shall be opened for interment or disinterment by any person not in the employ of, or under the direction of the Cemetery.
12. All disinterments shall be in accordance with the Act and its regulations. A burial certificate under the Vital Statistics Act is not required to reinter human remains that have been disinterred in accordance with the Act and regulations.
13. The Cemetery will exercise all due care in performing burials and interments but is not responsible for damage to any casket, urn or other container sustained during either interment or disinterment.
14. Notice of each interment to be made shall be given to the Cemetery at least 48 hours in advance, 16 hours of which must be normal hours of operation. The Cemetery is not responsible for having Lots prepared for funerals unless such notice is given.
15. Normal hours of operation for the Cemetery are Monday to Friday, between 9:00 a.m. and 4:00 p.m., excepting Statutory Holidays.
16. The Cemetery will not do any Statutory Holiday interments unless ordered to do so by a representative of the Ministry of Health.
17. Extra charges are included in the Tariff of fees as per Schedule in force for:
  - a) disinterments and reinterments;
  - b) funerals reaching the Cemetery after 4:00 p.m.; and,
  - c) Saturday burials between 9:00 a.m. and 4:00 p.m.
  - d) Sunday burials
  - e) Winter Interments

#### **G) Care of Lots -General**

1. The grounds of the Cemetery shall be maintained by the Cemetery to ensure the safety of the public and preserve the dignity of the Cemetery.
2. No person or contractor shall perform any installation or maintenance work upon a Lot without the knowledge and permission of the Cemetery Administrator.
3. Interment Rights Holders desiring outside contractors or third parties to do work on a Lot must furnish the Cemetery with written authority and instruction for any third party activities. No person shall enter the Cemetery for these purposes without permission of the Cemetery Administrator.
4. Due to hazards to visitors and workmen, no glass or ceramic containers of any kind are allowed in the Cemetery at any time.
5. The installation of borders, fences, railings, walls or hedges in or around any Lot is prohibited. Nails, wires, wooden crosses, toys, loose stones, or articles of glass or pottery or any other material. Anything that may create a hazard to visitors and workers are not allowed in the Cemetery.
6. No Interment Rights Holder shall change the grading of any Lot, and in case of any such change, the Cemetery may restore the Lot to its original grade at the expense of the Interment Rights Holder.
7. No unauthorized person shall sod or move corner posts or Grave Markers.
8. Implements or materials used in doing any work within the Cemetery shall not be left unattended and may be removed by the Cemetery Administrator if so found.

#### **H) Care of Lots -Flowers, Shrubs and Trees**

1. Maintenance of any plant material growing on a Lot is the responsibility of the Interment Rights Holder.
2. Subject to paragraph 3, compact shrubs, flowering or other plants may be cultivated on Lots, but only such

varieties that are in keeping with the general plan of the grounds and subject to the approval of the Cemetery Administrator. No trees or shrubs growing within any Lot may be removed without the consent of the Cemetery Administrator.

3. Compact shrubs are permitted only on Lots having a minimum of 60 cm (24 in) of space between the edge of the Marker and the Lot boundary. The diameter of such shrubs at their widest point, including all foliage, shall at no time exceed 60 cm (24 in) or encroach upon adjacent Lots. The Cemetery Administrator must approve all plantings.
4. Anyone wishing to have a memorial tree planted in the Cemetery must have approval of the Cemetery Administrator.
5. If any trees or shrubs situated in any Lot have become by means of their roots or branches or any other way detrimental to the adjacent Lots, drains, roads or walks, or prejudicial to the general appearance of the grounds or inconvenient to the public or performance of any interment, the Cemetery may without notice or liability trim or remove such trees, shrubs or parts thereof at the expense of the Interment Rights Holder.
6. Flowerbeds not exceeding 60 cm (24 in) in width shall be permitted within a Lot, adjacent to the base of the Headstone Marker. Raised edging is not permitted. Where there is no Marker, planting can only be done by permission of the Cemetery Administrator. Flowerbeds adjacent to Foot Markers are prohibited.
7. To preserve the orderly appearance in the Cemetery, the Cemetery may re-establish turf in the place of any flowerbed that has not been planted by June 30, and the cost charged to the Interment Rights Holder.
8. Flowerbeds must be cleared of tender plants prior to September 30.
9. The Cemetery reserves the right to remove all flowers, potted plants, wreaths and baskets of flowers when they become withered or unsightly or for any other reason that deems such removals to be in the best interest of the Cemetery.
10. Artificial flowers are permitted provided they are placed in spiked containers placed immediately adjacent to the headstone, and properly maintained and not detrimental to the general maintenance of the Cemetery. No decorations are permitted at the Foot Marker.
11. Vases, urns and flower stands not properly cared for and not filled with plants by June 30 in any year may be removed from the Lot and any stand, holder, vase or other receptacle for: flowers deemed unsightly or unsuitable may be prohibited or removed by the Cemetery.
12. Potted plants and planters are permitted but must be set on concrete pads placed immediately adjacent to the marker. Those who place potted plants or urns are responsible for their upkeep and must remove them by September 30, failing which the Cemetery Administrator will have them removed.
13. Artificial wreaths without glass or plastic covers are allowed to be placed on the Lot after October 1 provided they are securely fastened to the monument, or where there is no monument, mounted on an appropriate stand securely anchored to the ground. All wreaths must be removed prior to April 30, failing which the Cemetery Administrator will have them removed.

#### **I) Monuments and Markers -General Information**

1. No monument or other structure shall be erected or permitted on a Lot until accrued charges have been paid in full.
2. Interment Rights Holders are required to keep in proper repair, at their own cost and to the satisfaction of the Cemetery, all Markers upon Lots with Interment Rights purchased prior to 1955.
3. The Cemetery will take reasonable precaution to protect the property of Interment Rights Holders, but it assumes no liability for the loss of, or damage to, any Marker, or part thereof, except where such damage or loss is due to its negligence.
4. Minor scraping of the base portion of a Marker due to the grass mowing or trimming operation is considered by the Cemetery to be normal wear.
5. The Cemetery reserves the right to determine the maximum size of monuments, their number and their location on each Lot or plot. They must not be of a size that it would interfere with any future interments. Upright monuments are only permitted in the centre of a 4 grave (2 x 2) group of Lots.

6. No monument, footstone, Marker or memorial of any kind shall be placed, moved, altered or removed without permission from the Cemetery Administrator. Markers are to be made of stone, marble or other permanent material as approved by the Cemetery Administrator.
7. Markers for installation will be accepted at the Cemetery during normal hours of operation. )See Section L.1.).
8. Markers will not be accepted from any monument dealer for storage during the winter months. Markers not accepted by the Cemetery for storage or immediate installation remain on cemetery property at the risk of the person ordering the Marker.
9. Marker installation will be completed between April 30 and November 1 only.
10. Candle holders and vases may constitute part of a Headstone Marker if they are made principally of bronze or stainless steel. If a translucent section is necessary, it must be made of an unbreakable, heat-resistant glass or of a plastic material that is fire resistant. In addition:
  - a) candleholders are included in determining the overall size of the Marker;
  - b) a maximum of two candles or vases may be placed on the base of a monument and must be centered on the ends of the base;
  - c) a candleholder must be adequately drained to prevent any collection of water; and,
  - d) candleholders must be fully enclosed on all sides by a door or lid.
11. All photographs attached to any memorials or placed within the Cemetery grounds shall be the sole responsibility of the owner.
12. No inscription or design will be placed on any Marker that is not in keeping with the dignity and decorum of the Cemetery. In case of dispute, the Cemetery Administrator's ruling is final.
13. No Marker will be delivered to the Cemetery without the Request for Marker Installation form (see Appendix B) containing the following information:
  - a) the Interment Rights Holder's name and address;
  - b) instructions for placement of the Marker;
  - c) the overall size of the Marker, including the dimensions of the base and die as applicable;
  - d) a description of the Marker including colour, design and inscription; and,
  - e) the appropriate payment to the Care and Maintenance Fund in relation to the size of the Marker/monument as set out in the Act must accompany the delivery of the Marker.
14. Every person installing a Marker, or requesting a Marker to be installed in the Cemetery, shall pay the prescribed amount, as set out in the Act pursuant to the Act and Regulations, to the Care and Maintenance Fund. The interest earned from the Fund will be used to maintain the Markers in a safe condition.
15. If in the sole opinion of the Cemetery, a Marker in the Cemetery presents a risk to public safety for whatever reason, the Cemetery shall do whatever is necessary by way of repairing, resetting or laying down the Marker to reduce or remove the risk.

#### **J) Upright Markers**

1. The maximum size of Upright Markers allowed on a grave plot is:
  - a. Single grave maximum width—61cm (24in)
  - b. Two graves maximum width—122cm (48in)
  - c. Four graves side by side maximum width—152cm (60in)
  - d. Four graves back to back maximum width—122 cm (48in)
  - e. Maximum height of any Upright Marker—122cm (48in)
2. The maximum width of a base is controlled by the width of the plot or Lot where it will be installed. No base shall be closer than 20 cm (8 in) to the sides of the Lot on which it is to be installed in order to facilitate the placement of corner markers. No base shall be less than 35 cm (14 in) in width.
3. The minimum thickness of a die shall be 20 cm (8 in).
4. The die stones must be installed on a granite base. The height of the base shall be a minimum of 20 cm (8 in). The top surface of the base must be both wider and longer than the die in order to provide a minimum border of 8 cm (3 in) of the surface of the base exposed on all sides.
5. All foundations for Upright Markers shall be installed by The Cemetery only and at the expense of the

Interment Rights Holder upon payment of the foundation cost as set in the Tariff of Prices.

6. Foundations shall be no less than 122 cm (48 in) deep and shall extend 5 cm (2 in) on each side from the Marker base. All foundations shall be constructed between April 30 and November 1 only.

#### **K) Flat Markers**

1. Flat Markers are permitted with size and quantity restrictions determined by Cemetery Administrator, taking into consideration the Lot condition and location within the Cemetery. Its placement must not interfere with future interments. Size limits are:
  - single lot 61 cm x 91 cm x 15 cm (24 in by 36 in x 6 in minimum thick)
  - double lot 91 cm x 122 cm x 15 cm (36 in x 48 in x 6 in minimum thick)
  - infant lot 30 cm x 45 cm (12 in x 18 in)
  - cremation marker 30 cm x 45 cm (12 in x 18 in)
  - foot marker 30 cm x 45 cm (12 in x 18 in)
2. Each single Grave may be marked on the ground with a flat Headstone Marker only, set in concrete with a 10 cm (4 in) edge, with installed height not to exceed 10 cm (4 in) above grade.
3. One Foot Marker may be placed at each grave in addition to the headstone. The Marker shall be placed at the foot of the Grave.
4. Foot Markers are to be flat on top, not set in concrete and installed level with the ground so a lawnmower can pass safely over them. Foot Markers shall be set by the Cemetery, at the expense of the Interment Rights Holder, on payment of the fee set in the Act.
5. The minimum thickness for all Flat Markers including Foot Markers is 10 cm (4 in).
6. All Markers shall be constructed of bronze, granite or marble. The bottom bed of all bases and Markers shall be cut level and true.
7. Corner Markers are required and shall be set by the Cemetery. Cost is incorporated into the total purchase of the plot and expenses, as set forth in the Tariff.

#### **L) Rules for Monument Dealer, Contractors and Workers**

1. No Marker shall be delivered to the Cemetery without the proper Request For Installation documentation in accordance with paragraph I.13
2. No Upright Marker shall be delivered to the Cemetery until the Monument Dealer has submitted the Request for Installation Form as outlined in section I.13, The Cemetery has completed the foundation, and the supplier is ready to proceed with the work of placement.
3. All companies, who do work in the Cemetery, shall meet the obligations of the Cemetery's purchasing agreement, including requirements for worker and liability insurance coverage.
4. Contractors shall be under the supervision of the Cemetery Administrator and their conduct shall be subject to the control of the Cemetery. Contractors shall cease all work at the Cemetery Administrator's order for any reason and shall normally only supply services during the normal hours of operation.
5. No contractor or supplier of services shall cause damage to roadway or turf areas within the Cemetery and shall be responsible for placing planks or plywood in order to protect the surface from damage. Costs for reparation will be at the expense of the contractor, worker or supplier.
6. All implements and materials used in the performance of any work shall be placed as directed by the Cemetery Administrator, and all rubbish and surplus earth shall be removed when, and to where, and in such manner as the Cemetery Administrator may direct. In the event the Cemetery Administrator's directives are not followed, the obstructions may be removed at the contractor's, worker's or supplier's expense.
7. If any person or company desires to set an Upright or Flat Marker, they must make written arrangements as to time of installation with the Cemetery. An employee of the Cemetery must supervise all work, and the installer shall pay to the Cemetery the prescribed installation fee as established in the Act.

## **M) Rules for Visitors**

Visitors are welcome at the Cemetery daily during daylight hours and are asked to remember the respect due to the interred. The Cemetery staff is empowered and is required to preserve order and decorum in the Cemetery.

NOTE: Journalists, reporters, photographers, videographers, and other members of any of the news media are not permitted upon Cemetery property during any funeral proceeding, except with the express permission of the Trustees.

1. Any person disturbing the quiet and good order of the Cemetery by noise or other improper conduct or who violates this by-law may be expelled from the grounds.
2. No parades other than funeral processions shall be admitted to or be organized within the Cemetery
3. Vehicles within the Cemetery shall be driven so not to exceed a speed of 10 km/hr and shall not leave the roadways or park on the grass unless directed to do so by Cemetery staff.
4. No recreational all terrain vehicles or snowmobiles are allowed in the Cemetery.
5. Any person who, in the Cemetery, damages or moves any turf, tree, plant, Marker, fence, structure or other thing usually erected, planted or placed in the Cemetery is liable to the Cemetery and any Interment Rights Holder who, as a result, incurs damage. The amount of damages shall be the amount required to restore the Cemetery to the state that it was in before anything was damaged or moved by the person liable.
6. No dogs or other pets shall be allowed in the Cemetery, except those required for the assistance of the physically handicapped.
7. Rubbish shall not be thrown on roadways, lots or walkways or any part of the grounds. Receptacles are provided at convenient points on the grounds for the deposit of rubbish, weeds, decayed flowers, plants, etc.
8. No tips or gratuities are to be given to Cemetery workers by visitors or Interment Rights Holders, nor shall any Cemetery worker accept any.
9. The Cemetery Administrator may have any article removed that is detrimental to efficient maintenance or constitutes a hazard to machinery, employees or visitors, or is unsightly or does not conform to the natural beauty or design of the Cemetery. Any article removed will be held at the Cemetery for collection. If not collected, it will be disposed of after thirty days.

## **N) Gifts to the Cemetery**

1. The Cemetery gratefully accepts donations of many kinds. All trees and structural gifts, such as benches, birdbaths and sundials, as donations or elements in a donated area, must be approved by the Cemetery Administrator, and become the property of the Cemetery.

They cannot be removed, painted or adjusted in any way or form by individuals. They are located at the approval of the Cemetery Administrator, although every effort is made to accommodate the request of the donor. The donation is recognized for the lifetime of the plant or item.

2. From time to time lots or interment rights may have been purchased, but for whatever reason the owner or subsequent holder thereof has no further need of them but does not wish them to be repurchased pursuant to the provisions of the Act.

In such cases, the Cemetery Administrator may upon request place a current fair value on them for the purposes of contemplating a donation thereof to the Cemetery. It should be recognized that many different factors, including location and proximity to other graves, will affect the market value of such orphan lots, and that they will not have a value equivalent to new Lots.

## **Appendix A - Tariff of Prices**

**Appendix B: Request for Marker Installation**

Dunbarton-Fairport United Church  
 1066 Dunbarton Road  
 Pickering, ON  
 L1V 1G8  
 905-839-7271

**Erskine and Fairport Cemeteries Request For Marker Installation**

Note that a minimum of 4 business days notice is required to prepare the marker foundation prior to the marker installation.

Note that the appropriate payment to the Care and Maintenance Fund (in relation to the size of the marker) as set out in the Cemeteries Act (Revised) must accompany the delivery of the marker.

<b>Monument Company</b>				
Name				
Address				
Phone #				
Contact Name				
<b>Interment Rights Holder</b>				
Name				
Address				
Phone #				
<b>Requested Installation Date</b>				
<b>Description of Marker</b>				
Dimensions of marker base				
Dimensions of marker die				
Marker colour				
Marker design				
Inscription				
<b>Grave Location</b>				
	Section#	Range#	Plot#	Grave#
<b>Placement and other Instructions</b>				