

EAST MONTPELIER CEMETERY ASSOCIATION  
**AGREEMENT TO PROVIDE MAINTENANCE AND BURIAL SERVICES FOR 2023**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of East Montpelier, (hereinafter referred to as the Town of East Montpelier), and James Mangan, (hereinafter referred to as the Contractor).

**General**

The cemetery will be open to the public from May 1, 2023 until November 30, 2023

The cemetery will be open for interments from May 1, 2023 until November 30, 2023 or at the discretion of the Town of East Montpelier and the Contractor.

The contractor shall provide all of his own equipment and supplies to accomplish the work stated in this contract.

Contractor shall provide proof of insurance to be effective for the duration of this Agreement, with the Town of East Montpelier also named as an insured, against liability for damage to property, injuries, etc. due to negligence of the contractor, minimum limits to be **\$300,000.00** per claimant and **\$500,000.00** per incident. Anyone working with the contractor shall provide proof of liability insurance to the Association.

The Contractor shall maintain duplicate copies of the burial records (card file) and the cemetery layout for all burials, lot sales and transfers.

**Maintenance/Grounds Keeping**

Contractor shall provide the following services to the satisfaction of the Town of East Montpelier, represented by its President or other designated person:

1. Cleaning up the cemetery in the spring, including removal of winter debris, tree branches, litter, and making arrangements for having the reservoir filled with water, starting May 1<sup>st</sup>, weather permitting; and before the close of the cemetery in fall, draining the reservoir and lines.
2. Mowing and maintaining all the (lawn) grass areas of all town cemeteries;
3. Trimming around all monuments, gravestones, markers, trees, memorials, fences and the like so that the grass will be maintained at normal lawn grass height and exercising reasonable care to prevent any damage to monuments, memorials, and gravestones;
4. Removing bouquets, floral displays, vases and the like from time to time when their condition and appearance no longer serve their original purpose, by those who placed them on the lots, and the disposal of single-use containers;
5. Keeping the tool and equipment storage building clean and in good order at all times;
6. Leaving the cemetery in a condition acceptable to the Commission or other designated person at the close of the summer maintenance period, including draining the reservoir, normally thought to be no later than Nov.1;
7. Closing the cemetery to the public by November 30<sup>th</sup>.
8. I am willing to dig burials as far into the month of November weather permitting.

**MAINTENANCE/GROUNDS KEEPING FEE**

The parties agree that the fee for the above-mentioned maintenance and grounds keeping duties will be a sum of **\_\$19,000\_ (Season)**. The Town of East Montpelier shall pay from May to August (4) installments of **\_\$2,714.29\_** monthly with the first payment due Friday, May 5, 2023. From September to November, the Town of East Montpelier shall pay three (3) installments of **\$2,714.28**. The final installment of **\_\$2,714.28\_** shall be paid upon the Commission's determination that all work under the terms of this Agreement has been satisfactorily completed with the final payment being due no later than Friday, December 8, 2023. Payment for other services due the Contractor under this Agreement

shall be paid within two (2) weeks of services being rendered and the bills for such services being submitted to the Association.

## INTERMENTS

It is understood by the Contractor that the following conditions and fees apply to all interments.

1. The contractor shall open the grave as and when requested by the funeral director or other authorized person. The minimum depth of a grave is 52 inches. Normally the grave will be opened the day before the actual funeral service to assure that others, i.e., vault companies, shall have sufficient time to prepare/deliver the vault. Where power equipment is to be used in working around existing markers, monuments and the like, the Contractor shall cover all such stones with a heavy gauge plastic in such a manner as to preclude an accidental discharge of any petroleum-based product coming into contact with said stones. Wherever possible the Contractor will receive a minimum of two days' notice of an impending burial.
2. The Contractor shall be responsible for the preparation/digging of the grave, and covering the grave with plywood to prevent injury until the morning of the burial, and for covering the vault and casket after interment services have been completed, to re-sod and re-seed the excavated area, and to dispose of excess materials.
3. There shall be no more than two interments per day.
4. People attending interments (family members, etc.) shall be allowed fifteen minutes following the conclusion of the graveside service to pay their respects to the deceased. Funeral Directors shall be responsible for informing the funeral party that the Contractor will begin closing the grave fifteen minutes after the service. All graves must be closed on the day of interment.
5. Gravesites shall be landscaped to the satisfaction of the President or other designated person.
6. The Contractor shall fill out the form for burials supplied by the Association, keep one copy and give the other two copies to the Secretary-Treasurer.

## OTHER FEES

In addition to the maintenance and grounds keeping fee, the Contractor shall be entitled to additional fees for his services in connection with interments, placement of grass markers and/or corner posts, preparation of foundations, the sale of lots and miscellaneous services as set forth in this Agreement.

### A. Interment Fees:

1. Contractor shall be entitled to a fee of seven hundred dollars (**\$700.00**) for the digging of a grave for interment to a minimum depth of 52 inches and the closing of such grave Monday through Friday. On Saturdays and federal holidays, the fee shall be an additional two hundred and fifty dollars (**\$250.00**). **For a total of nine hundred and fifty dollars (\$950.00).**
2. Contractor shall be entitled to a fee of three hundred dollars (**\$300.00**) for the opening and closing of a site for burial of cremated remains Monday through Friday. On Saturdays and federal holidays, the fee shall be an additional two hundred and fifty dollars (**\$250.00**) for a total of five hundred fifty dollars (**\$550.00**) for ashes burials. There will be no interments on Sundays.

Contractor shall be entitled to an extra fee of one hundred and fifty dollars (**\$150.00**) for interments scheduled after 3:30 p.m.

### B. Grass Markers and Corner Posts:

1. Contractor shall be entitled to a fee of **Thirty-Five Dollars (\$35.00)** for each grass marker installed.
2. Contractor shall be entitled to a fee of **Sixty Dollars (\$60.00)** for a set of four (4) corner posts.

### C. Foundations:

1. The Contractor will install monument foundations according to the Rules and Regulations of the Association for a fee of **\$600** for any foundations up to 16 inches x 52 inches. Anything larger than that will be quoted.

### D. Stone Repair & Fence Painting

1. The Contractor will do the stone repair and fence painting either by bid or by the hour.

D. Sale of Lots:

The Contractor will be the contact and meet with prospective purchasers of lots in the cemetery at their mutual convenience. He will show them the lots available for sale, explain the price of the lots, including the price of the lot and the price of perpetual care for such lot, go over the rules and regulations, specify the size of stones that are allowed and answer questions about the cemetery. If the person(s) decides to buy a lot, the Contractor shall receive full payment for the lot and all applicable services, in the form of a check made payable to the Town of East Montpelier, provide the buyer with a copy of the Cemetery Rules and Regulations, and forward such payment, together with the information necessary to prepare a deed, to the Town Clerk for preparation and execution of a deed to the lot and keep one copy of the information for his records. The Contractor will use pre-numbered receipts with every transaction, will draw up and record deeds with the town clerk, and will mail a copy to the buyers.

The Contractor shall be entitled to a fee of **ten per cent (10%)** of the sales price of the lot.

**MISCELLANEOUS**

The Contractor shall only perform additional work assignments beyond the services called for in this Agreement at the direction of the Commission, in writing, at an agreed upon price not to exceed thirty dollars (**\$30.00**) per hour. Contractor shall not be entitled to be compensated for any additional services that have not been approved in advance by the Commission in writing.

**TERMINATION**

If, in the sole discretion of the Town of East Montpelier, the Contractor is not living up to the terms of this Agreement, the Contractor's services may be terminated and he shall be entitled to compensation for such services as called for under this Agreement through the date of his termination.

The undersigned hereby attest that they understand and agree to the terms of this agreement.

\_\_\_\_\_  
President, East Montpelier Cemetery Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date