

TOWN OF ENFIELD

Cemetery Maintenance Service Agreement

This service agreement

BETWEEN: Matt Lincoln of Trumansburg (herein referred to as the Contractor), NY

AND: The Town of Enfield (herein referred to as the Town), a municipal government organized and existing under the laws of New York State, with a primary location at: 168 Enfield Main Rd., Ithaca, NY

The Contractor has agreed to provide services to the Town based on the terms and conditions set out in the Agreement. The Town is of the opinion that the Contractor has the proper and necessary qualifications, experience, and abilities to provide cemetery maintenance services to the Town.

Therefore in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor agree as follows:

1. Scope of Work

The Contractor is to provide the Town the following services (the "Services"):
The Enfield Town Board had authorized the Town Supervisor to designate a Contractor to provide the following services for Enfield Cemeteries.

Services to be provided at 4 cemetery locations (approx 2.28 acres total):

- Budd Cemetery (227 Gray Road ; 100'x170' or .4 acres)
- Presbyterian Cemetery (Enfield Main Road; .78 acres)
- Rolfe Cemetery (81 Applegate Road N., North of Route 79, .28 acres)
- Christian Cemetery (Enfield Main Road; .82 acres)

Primary Services

- Mowing green space and around headstones
 - Each cemetery mowed approximately once a month May through October
 - Mowing must be done within two weeks prior to July 4th and Labor Day (Sept. 6, 2021)
 - Tree limb removal required (may be disposed of at the Enfield Highway Dept.)
 - Pesticides, herbicides or fertilizers are not permitted unless they are certified organic and their use is approved by the town.
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- First clean-up and mow must be done before Memorial Day (May 31, 2021)
 - Contractor will provide their own equipment and supplies.

2. Term of Agreement

This Agreement will begin on the 1st day of May, 2021 and will remain in effect through the 30th day of April, 2022. This Agreement may be extended by mutual written agreement of the parties.

3. Termination

If either party seeks termination of this Agreement, the terminating party must provide a 14-day written notice to the other party.

4. Compensation

A stipend of \$900 is paid monthly for May through October by the Town of Enfield

5. Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the Town for the performance of the terms hereof. The Town shall have no ability liability to the Contractor or any third party under this Agreement beyond the funds appropriated and made available for this Agreement.

6. Independent Contractor

The Contractor is acting as an independent contractor to provide the Services under this Agreement, not as an employee of the Town. The parties agree that this Agreement does not create a joint adventure venture or partnership between them.

7. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each party.

8. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties.

9. Integration

This Agreement contains the entire agreement and understanding by and between the Contractor and the Town and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect.

10. Choice of Law

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

11. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof

IN WITNESS HEREOF the parties have executed the Agreement as of the date indicated herein.

Town of Enfield
Stephanie Redmond, Supervisor

Matt Lincoln, Contractor

Date _____

Date _____