MEMO

To: Town of Chebeague Island Board of Selectmen
From: Marjorie E. Stratton, Town Administrator
Date: May 20, 2015
Re: Cemetery Mowing and Cemetery Superintendent Job Description

Mowing right now: I’m having Tom Calder mow the cemetery to get ready for Memorial Day. He will do it after work or on the weekend and we will pay him overtime, $25.50. This will be charged to Cemetery Wages.

I think you have to keep in mind that there is only $1,377.67 left in the Cemetery budget for this fiscal year. The money budgeted for a “contract” isn’t available until July 1st.

Employee vs. Contract: If you hire John Summa, assuming he still wants the job, he has his own equipment, liability, and workers comp insurance. We pay him a fixed amount and he takes care of the cemetery.

If we hire Tom Calder, he will use town equipment and we will pay him as an employee. He will be covered under our insurance and workers comp. He does not have his own liability insurance, etc. He would work after his 40 hours Public Services and we would pay overtime wages.

Even if he bought his own insurance, it would be hard to make the argument with IRS and the Workers Comp Board that he is an independent contractor especially if he is using town equipment.

Conclusion: We barely have enough funds to pay John Summa for one mowing at $1,125. New funds are not available until July 1st. My recommendation is to use Tom Calder until contract funds are available. We would pay him overtime wages at $25.50 per hour.
Town of Chebeague Island, Maine
192 North Road
Chebeague Island, Maine 04017
207-846-3148
207-846-6413 Fax

Request for Proposals

1. INTRODUCTION

The Town of Vinalhaven is seeking proposals from contractors for summer maintenance of cemeteries. The contractor will be responsible for supplying all labor, equipment and supervision to do the work listed under, “Scope of Work”. A sample contract that the Town intends to use is included as a part of this packet.

2. SCOPE OF WORK

The work consists primarily of raking leaves, picking up branches and other debris, emptying trash receptacles, mowing and trimming grass, and such other work as may be required to keep the properties well maintained. Neither grass nor weeds shall be allowed to grow higher than four inches (4”). Memorial Day is a particularly important time and all properties must be properly mowed and trimmed regardless of preceding weather conditions. The work generally begins in May and continues as long as weather permits into the Fall. All work will be inspected by the Town Administrator and Cemetery Committee.

The Chebeague Island Cemetery is located on the North Road.

3. PROPOSAL CONTENT

Proposals must address the following items:

A. Qualifications and Experience
B. Personnel and Equipment
C. Work Plans and Schedules
D. Costs of Services including a total cost, July 1 to June 30 (the town operates on a fiscal year basis).

4. SUBMISSION OF PROPOSALS

Proposals must be received at the Chebeague Island Town Office no later than 5:00 p.m. on Friday, ____________, 2015. It is not the intent of the Town to separate elements of the proposals but to make a selection based on a total package. The Town reserves the right to reject any and all proposals, to negotiate elements of the proposals and to enter into a contract for services that it feels is in the best interest of the Town.
Copies of the Request for Proposals and related documents may be obtained at the Chebeague Island Town Office. Proposals should be submitted to:

**Town of Vinalhaven**  
PO Box 815  
Vinalhaven, ME 04683

Marjorie E. Stratton  
Town Administrator
TOWN OF VINALHAVEN
CONTRACT FOR CEMETERY MAINTENANCE

1. PARTIES
   This contract is between the Town of Chebeague Island and _________ of Chebeague Island, Maine. When this contract refers to you, it includes your agents and employees.

2. SUBJECT
   This contract is for clean-up, mowing, trimming and general maintenance of the Town Cemetery.

3. INDEPENDENT CONTRACTOR
   Throughout the performance of this contract you are acting in an independent capacity and not as an officer, employee or agent of the Town. Additional personnel needed by you to fulfill your duties under this contract shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws including but not limited to workers compensation law, employment security law and minimum wage law. As an independent contractor, you are also responsible for maintaining your vehicles and equipment in a safe and legal condition.

4. DEFINITIONS
   Except as indicated otherwise, all words and terms used in this contract have their ordinary meaning.

5. TIME TERM
   This contract is in effect from July 1, 2015 to June 30, 2016 unless sooner terminated in accordance with Sections 11 or 12.

6. YOUR DUTIES
   You shall perform the following duties:

   a. Mow and trim Chebeague Island Cemetery as needed.
   b. Clean up leaves and debris from the Cemetery as needed.
   c. Empty trash receptacles and such other work as may be required to keep the property well maintained.

7. OUR DUTIES
   The Town will pay you in ___ equal installments of $____ each month from July 2015 to October 2015 and from May 2016 to June 2016.

8. INSURANCE
   You agree to maintain, throughout the term of this contract, liability insurance in the minimum amount of $1,000,000 for personal injury, death and property damages resulting from your acts or omissions in the performance of this contract. Upon request, you must provide proof of insurance.
9. BILLS AND CLAIMS
As an independent contractor, you are responsible for all bills and claims for labor, material, fuel, and other items which are incurred in the performance of this contract. The Town will not pay such bills or claims.

10. ASSIGNMENT
You may not sell, transfer or otherwise assign your duties under this contract to any other person or entity without the written consent of the Town.

11. BREACH OF CONTRACT
If you fail to perform according to the terms of this contract in the time and in the manner specified, that failure is a breach of contract. In the event of a breach, the Town may terminate this contract by sending you a written notice of the reason for termination. You will be paid for all work which is satisfactorily done to that time but will not be entitled to any additional compensation.

12. TERMINATION BY MUTUAL AGREEMENT
The parties may agree in writing to terminate this contract by mutual consent.

13. INDEMNIFICATION AND HOLD HARMLESS
You agree to hold the Town harmless from any claims for death, personal injury, property damage or other loss resulting from your acts or omissions in the performance of this contract. In the event that such a claim is made against us, you will pay any legal fees incurred to defend us, and you will pay any amount (indemnify) for which we are held liable.

14. SUPERVISION AND CONTROL
As an independent contractor, you have the right and duty to supervise your own employees, agents and equipment. The Town’s Cemetery Committee or the Town Administrator has the right to inspect your activities under this contract and will notify you of problems, inadequacies or non-performance. The Town Administrator will, on behalf of the Town, determine whether your performance is satisfactory under this contract.

15. NOTICE AND CONTRACT
The following persons are available and authorized to accept notices (written or oral), calls and orders:

For us: Marjorie E. Stratton, Town Administrator
846-3148

For you:
16. AMENDMENT, SEVERABILITY, JURISDICTION
   This contract can be amended only by written consent of the parties. If any part of this contract is declared by a Court to be void or unenforceable, the remaining provisions will continue in full force and effect. This contract is governed by the laws of the State of Maine.

Dated this ____th day of June, 2015

Contractor: ________________________________

Town of Chebeague Island

______________________________
Marjorie E. Stratton
Town Administrator
Hi

I have been wondering how the search for someone to do the cemetery maintenance is going. Memorial Day is a big time for the Cemetery, and I've got worried Cemetery Committee members who keep asking about mowing. Also there will be at least one burial over that weekend.

I am having an interesting time being Acting Cemetery Superintendent, and it has helped in putting together a job description, attached. It is a long job description and I thought it better to leave to your discretion how much to use in a job announcement. We don't want to scare people off, but it is only fair to let them know the scope of what is involved. I don't have any very good idea about how much time it takes or whether it should be paid hourly or with a stipend or salary.

Dianne and I will be glad to provide more information about what is involved to applicants or whoever is chosen. The Cemetery Committee has collected a lot of information about the tasks involved in the job and about the Cemetery itself. As the description says, we are in the process of creating Excel spreadsheets about the ownership of the cemetery plots and about individual burials. On the latter, we have information from Dianne going back to 1975 and will keep an on-going record of this.

The Cemetery Committee would like to be involved in the selection of the new Superintendent if the Selectmen are willing.

Beth
JOB DESCRIPTION OF THE CEMETERY SUPERINTENDENT

The tasks related to running the Cemetery are divided among three separate people: someone who does the maintenance work, someone who handles the administrative aspects of the job, and the Town Clerk handles financial matters related to the Cemetery.

The superintendent is a part-time job. The average time commitment is hard to say because it can take whole days when things are busy in the burying season and almost no time in the winter. The work can include weekends. The Superintendent is responsible to the Town Administrator. S/he must work closely with the administrator and the maintenance person to insure that the Cemetery has the capacity for additional burials and is attractive. Work on issuance of deeds and budgeting issues is coordinated with the Town Clerk. S/he is also a non-voting ex officio member of the Cemetery Committee and has an important voice in determining Cemetery policies and procedures.

The job of the Superintendent involves:

- The sale of cemetery plots, including showing prospective buyers their options, on paper and in the Cemetery and filling out the paperwork related to the sale. The Town Clerk takes the payments and prints the deed.

- Sometimes people who own plots decide that they are no longer likely to bury any more family members on Chebeague, and give part of their plot back to the Cemetery for resale. The Superintendent must make sure the transfer is documented in the deed records. The Superintendent may also contact family members whose plots do not seem to be used, to see if they would be interested in selling back some part. If this is done, the lot can be resold for the amount of money that is required for its perpetual care.

- Helping the family and undertaker, if one is involved, in arranging a burial. The plot to be used must be identified. In many cases the family will know where the plot is, but the inter-relationships of island families sometimes requires research on what plot is to be used. Making sure that there is agreement among family members about the burial arrangements is also necessary.

The Superintendent coordinates with the funeral parlor about when the burial will be, what forms must be provided and filled out by the family and the Town, and explains the various fees involved. In some cases the funeral parlor will handle most of the arrangements, but often the Superintendent must make some of the on-island arrangements. S/he may notify Chebeague
Sand and Gravel that a grave must be dug and then filled in. The grave digger must know the date and time of the burial and the exact location of the grave.

If it is a full burial s/he will help make arrangements for bringing the coffin out on the boat and will transport the funeral parlor personnel to the cemetery and back to the boat. It may also be necessary to arrange with Gail Jenkins to transport the coffin. If a large number of people are expected for a funeral, the Superintendent can provide information about how transportation can be arranged.

- The Superintendent will also help to arrange the setting of a monument which will be bought from a monument company on the mainland, or, for veterans, will be sent by the U.S. government.

- Since caskets are buried in concrete vaults, one job of the Superintendent is to arrange delivery of shipments of vaults to the island, when this is necessary. There must always be some vaults available.

- The Superintendent arranges for flags to decorate the graves of veterans for Memorial Day. Several members of the Cemetery Committee place the flags. A Memorial Day church service is usually arranged, but is not the responsibility of the Superintendent.

- Since the Cemetery Committee is beginning on the task of repairing and cleaning old monuments and maintaining the rest, the Superintendent will arrange with an outside expert repair for what work will be done each summer. S/he will also organize activities to encourage plot owners to maintain their own plots.

- If there is a need for maintenance that cannot be done by the maintenance person, such as cutting down a dead tree or roofing a building, the Superintendent will arrange for the work to be done in consultation with the Town Administrator and the Selectmen.

- The Superintendent, with the help of the maintenance person, will determine when the Cemetery will close to burials in the fall and open again in the spring.

- The Superintendent will handle the Cemetery correspondence and, with the Cemetery Committee, develop the budget for each year. The Cemetery records are very important to the Town. Much of the information in the process of being computerized, so the Superintendent must be able to use computer programs such as Excel. Ability to use GIS would be very helpful but is not required. Keeping the information current and accurate is an important part of the job.
• Finally the Superintendent can make recommendations for changes in Cemetery policy and will be involved in making decisions with the Cemetery Committee, the Town Administrator and the Selectmen.

Question: Should the Superintendent be paid hourly or by a stipend?