

The Corporation of the Town of Essex
By-Law Number 2233

Being a by-law to enter into an Agreement with
Ann Bezaire to perform the duties of
Superintendent and Caretaker for certain
cemeteries in the Town of Essex

WHEREAS The Corporation of the Town of Essex owns and operates certain cemeteries within its municipal boundaries;

AND WHEREAS the Council of the Corporation of the Town of Essex pursuant to By-Law 1804, entered into a certain agreement with Bezaire Lawn Maintenance (as duly extended from time to time but with an expiry date of April 14, 2023), for the performance of the duties of Superintendent and Caretaker for certain cemeteries within its municipal boundaries;

AND WHEREAS the Council of the Corporation of the Town of Essex deems it expedient to enter into a new Agreement dated April 15, 2023 with Ann Bezaire, Bezaire Lawn Maintenance, to continue to perform the duties of Superintendent and Caretaker for certain cemeteries within its municipal boundaries for a one year term commencing on April 15, 2023, which term, subject to the terms and conditions of the Agreement, may be subject to an extension for a further two one-year term in accordance with the terms and conditions of said Agreement.

NOW THEREFOERE be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. **That** Mayor and Clerk be authorized to sign and execute the Agreement between Ann Bezaire and the Corporation of the Town of Essex, which outlines the duties and remuneration of the Superintendent and Caretaker which is attached hereto, and identified as Schedule A.
2. **That** this By-Law shall come into full force and effect upon the final passing thereof.

Read a first, a second and a third time and finally passed on April 3, 2023.

Mayor

Clerk

This Agreement made in duplicate this 3rd day of April,

2023. **Between**

The Corporation of the Town of Essex

(hereinafter referred to as the "Corporation")

and

Ann Bezaire

(hereinafter referred to as the "Contractor")

Whereas the Corporation is the owner of the cemeteries listed in Appendix A to this Agreement and wishes to engage the services of a Superintendent and Caretaker of Cemeteries;

And Whereas the Contractor wishes to enter into an agreement to provide services to the Corporation as the Superintendent and Caretaker of Cemeteries;

Therefore the parties hereto covenant and agree as follows:

1.0 Services of Superintendent and Caretaker of Cemeteries

The Contractor will provide for the full maintenance and care of the cemetery grounds identified in Appendix A including, but not limited to, the following services as the Superintendent and Caretaker of Cemeteries thereof

1.01 Grounds Maintenance

- a) Attend all cemeteries regularly and additionally upon request from time to time, inspect and maintain in good repair and free of debris, the properties up to fence lines, ravines, and the road's edge including removing dead grass, paper, branches and other refuse, and making any minor repairs as necessary.
- b) Repair, backfill and reseeding of any sunken graves, headstones and markers in a timely manner.
- c) Hedges, shrubs, trees et cetera around cemetery perimeters shall be pruned throughout the season to maintain the aesthetics of the properties and enable clear access for interment and maintenance equipment.
- d) Pickup and properly dispose of all litter, all fallen and pruned branches and all fallen trees and/or shrubs.
- e) Noxious or poisonous weed are to be reported to the Town and will be disposed/removed in accordance with best practices.
- f) Maintain all fences and gates forming part of the cemeteries in a state of neatness and good repair. Keep fencing around cemeteries free of weeds and debris this would

include removal of small saplings and shrubs growing up into and within fence and property lines and making such related minor repairs as necessary.

- g) Cemetery maintenance shall not be conducted while an interment/service is underway.
- h) Any roadway repairs, unsafe conditions, vandalism, damage or major repairs must be reported to the Clerk or designate immediately.
- i) Cut grass on all cemetery grounds, including cemetery roadways on a weekly basis at a minimum. Grass on cemetery grounds to be cut to a maximum height of 2.5" in the spring and 3.5" in the summer with particular attention and additional grass cutting prior to holidays such as Mother's Day, Father's Day, Easter et cetera. The frequency of lawn mowing/trimming shall be according to seasonal growth and weather conditions.
- j) Trim grass and weeds around all markers, monuments and roadways within all cemetery grounds.
- k) Dispose of all grass trimmings, dead and fading flowers, brush and floral tributes in accordance with the Town of Essex By-Law.
- l) Roll grass area and repair uneven areas in the spring and fall including sites, roadways and other grassed areas and apply grass seed as required.
- m) Work performed shall take into consideration any necessary spring and fall leaf removal.
- n) Monitor condition of all structures on the cemetery grounds to ensure they do not pose a safety threat to the public. Report any deficiencies such as repairs needed to fencing or other structures to the Town.
- o) Ensure overall cleanliness of all properties and perform such other miscellaneous general maintenance as is necessary to maintain the cemeteries in a condition acceptable to the Town at its sole discretion.
- p) Notify Town staff of any structural damages to Town property such as fencing and upon approval to proceed with repairs, obtain three quotes for the work required and oversee completion of the work.
- q) Remove snow, as required, to allow access to the cemeteries and gravesites.
- r) Maintain, repair and replace as necessary any and all equipment required to fulfill the duties outlined above.
- s) Attend two (2) annual walk-about with Town staff of the cemeteries identified in Appendix A for the purposes of identifying maintenance issues, if any.
- t) Any other maintenance required to ensure the safety of the public and to preserve the dignity of the cemetery.

1.02 Operation of Cemeteries

The Contractor will provide for the operation of the cemetery grounds identified in Appendix A including, but not limited to, the following services as the Superintendent and Caretaker of Cemeteries for all cemeteries listed in Appendix A:

- a) Attend on-site meetings with family members to assist in lot selection. The Superintendent and Caretaker of Cemeteries must be available at all times to meet with family members and as many times as needed by family members. Once a proposed lot location has been selected and the Interment Request Form has been signed, the purchasing family members are referred to Town staff in order to process payment and approve said Interment Request Form.
- b) All forms are to be submitted to Town staff for approval prior to provision of Interment and/or services.
- c) Maintain and provide prescribed forms in conjunction with Town staff of all burials and lots sold.
- d) No interment is to be conducted until all prescribed forms are received and approved by Town staff. Interments will be restricted to the terms in By-Law 1812.
- e) Maintain records of all burials and lots sold. Such records shall be made available upon request and at minimum, submitted to Town staff on a quarterly basis.
- f) Authorize, in conjunction with Town staff, and supervise the opening, closing and preparation of all graves as and when required, and the leveling of the earth from the graves and other work necessary to maintain and be in compliance with industry standards. The Superintendent and Caretaker of Cemeteries must remain on site at all times during this process.
- g) Remove and haul away excess dirt, which will be stored at proponent's site for future use.
- h) During winter months, place and monitor pan throughout the night to ensure frost is removed from ground to allow for excavation.
- i) Properly store, maintain and replace cylinders used for the removal of frost (pan).
- j) Remove and replace headstones as required for funerals.
- k) Attend on-site meetings as requested and as many times, as needed by family members of deceased to address questions and concerns.
- l) Maintain overall safety of all cemeteries including but not limited to the monitoring of headstone and markers that may become unstable.
- m) Maintain, repair and replace as necessary any and all equipment required to fulfill the duties outlined herein.
- n) Supervise and mark locations of grave markers and notify Monument Company if headstone is to be placed in the normal position or opposite.
- o) In the event any monument or marker becomes unstable, the caretaker is to repair, reset or lay down the monument or marker to ensure there is no risk to public safety.

- p) Notify Town staff every time a new headstone is installed noting the company name, address and telephone number as well as the type of headstone installed.
- q) Attend on-site meetings with municipal staff and council as required.
- u) Have knowledge of the Cemeteries Act and applicable Town of Essex by-laws.

Request For Proposal No. RFP-CD-23-001

The Terms and Conditions of Town of Essex Request for Proposal No. RFP-CD-23-001 dated January 19, 2023 shall apply and are expressly incorporated as part of this Agreement.

2.0 Term of Agreement

The agreement will be for a 1-year term commencing April 15, 2023 and ending on April 14, 2024. This Agreement may be extended for a further one-year term for 2 subsequent years provided all Terms and Conditions of this Agreement have been met (as determined by the Town at its sole discretion) and a fee for services can be negotiated.

3.0 Fees for Services

The Contractor will perform all services as outlined in Section 1.00 Services of Superintendent and Caretaker of Cemeteries for the fees as listed in Schedule 1 attached. The annual increase in fees will be retroactive to the Anniversary Day of this Agreement (April 15) in each year during this term of this Agreement.

4.0 Independent Contractor

The Contractor will be deemed to be an independent contractor and not an employee, servant or agent of the Corporation. The Contractor shall provide capable and responsible personnel, as required, to carry out the terms of this Agreement, and it is understood and agreed that the Contractor's employees, servants or agents, will not be employees, servants or agents of the Corporation.

5.0 Equipment and Subcontractors

The cost of all equipment and subcontractor(s) required by the Contractor to carry out the services outlined in Section 1.00 of this Agreement will be the full and complete responsibility of the Contractor.

The Contractor will supply and maintain all equipment necessary to fulfill the duties as outlined in this Agreement including but not limited to the equipment listed in Appendix B to this Agreement (the 'Equipment').

With respect to the Equipment the Contractor will follow an equipment maintenance and replacement program in accordance with commercially reasonable best practices throughout the duration of this Agreement.

The Contractor is responsible for ensuring that all insurance, health and safety and quality control requirements as specified or required pursuant to r this Agreement are fulfilled by its subcontractor(s) hired by the Contractor to fulfill the services outlined in Section 1.00 of this Agreement.

6.0 Quality Control

The Contractor will be responsible for ensuring the services provided as Superintendent and Caretaker of Cemeteries are performed to the highest quality standards and in accordance with industry best practices with such quality standards and best practices to be maintained throughout the term of this Agreement.

7.0 Workplace Safety

The Contractor will provide the following documentation to the Corporation as required and when requested:

- a) Evidence of registration and good standing with the Workplace Safety and Insurance Board (WSIB) every 60 days during the term of the agreement
- b) Description of the Proponent's Corporate Health and Safety Policy annually on or before January 1st in each year of this Agreement

8.0 Insurance and Indemnification

The Contractor shall, at its own expense, obtain and maintain until the termination of the contract and provide the Town of Essex with evidence of Comprehensive General Liability Insurance on an occurrence basis for an amount not less than Two Million Dollars (\$2,000,000) with the Town of Essex named as an additional insured.

The policy described above will not be cancelled or permitted to lapse. The insurer must notify the Town of Essex in writing of any cancellation or expiry of insurance at least 30 days before the effective date of cancellation or expiry. In the absence of the insurance coverage indicated above, the Town has the right to suspend the contract with the Contractor. A Certificate of Insurance shall be provided by the Contractor upon signing of this Agreement and annually thereafter on or before January 1st.

The Contractor further agrees to hold harmless and indemnify the Corporation against any liability, loss, claims, costs and expenses whatsoever, arising from bodily injury or harm of any persons, or the damage or destruction of any property arising out of, or in connection with the Contractor's performance of any work or obligations under this Agreement, based upon or in any way related to any act or omission, negligent or otherwise, of (a) the contractor or any of its employees or (b) any subcontractor or supplier of the contractor.

9.0 Payment of Fees

The Contractor will issue invoices for services as Superintendent and Caretaker of Cemeteries on the 15th of each month covering the period from the 1st to the 15th of that month and on the last day of the month, covering the period from the 16th to the last day of that month. Invoices for additional services will be issued after the service has been completed on terms of Net 30.

10.0 Notices

All notices or other documents required or which may be given under this agreement shall be in writing, duly signed by the party giving such notice and transmitted by registered, certified mail, or facsimile as follows:

Corporation

The Corporation of the Town of Essex
33 Talbot Street South
Essex, ON N8M 1A8
Telephone: 519.776.7336
Facsimile: 519.776.8811

Contractor

Ann Bezaire
PO Box 533, 109 Kael Crescent
Harrow, ON N0R 1G0
Telephone: 519.818.0651

Any notice or document so given shall be deemed to have been received on the second business day following the date of mailing, if sent by registered mail, but shall be deemed to have been received on the next business day of transmittal by facsimile.

In Witness Whereof the parties hereto have executed this Agreement.

Signed, sealed and delivered

in the presence of

The Corporation of the

Town of Essex

As to the signature of

Mayor

As to the signature of

Clerk

As to the signature of

Ann Bezaire

Appendix A

List of Cemeteries

Colchester Memorial Cemetery is located off County Road 13 between Draper Street and Harrison Street. This is one of the few active cemeteries with lots available for purchase within the municipality. This cemetery covers 6 acres of land.

Erie Cemetery is located off County Road 50 West between Bagot Street and Sydenham Street. This is another active cemetery however there are no lots available for purchase. This cemetery covers 2.14 acres of land.

Iler Cemetery is uniquely located off a laneway leading from Dolson Road near County Road 50 East. There are a few lots available for purchase within this cemetery. This property has a frontage of 344.85' and a depth of 165' giving it a total square footage of 56,628 square feet.

Tofflemire Cemetery is located on County Road 50 East between Iler Road and Park Street. This is a quaint little cemetery with a depth of 85.14' and a total lot coverage of 8,276 square feet. This cemetery is no longer active.

Iler Settlement Cemetery is located on Twin Gables Drive just off County Road East. This cemetery has a frontage of 98.63' and a total lot coverage of 8,087 square feet. This cemetery is no longer active.

Ferris Cemetery is located on Ferris Road between the 3rd Concession and County Road 20 East. Located within farmland, access to this site may be limited. This property has a frontage of 103' and a total lot coverage of 8,240 square feet. This cemetery is no longer active.

Gilgal Cemetery is located on County Road 11 between the 5th Concession and 6th Concession. This property has a front of 240' and total lot coverage of 27,115 square feet. This cemetery is no longer active.

McCormick Cemetery is located on Dunn Road between County Road 13 and Fox Sideroad. This cemetery is located amidst an agricultural field giving it limited access. The front is 48' with an overall lot coverage of 2,256 square feet. This cemetery is no longer active.

Quick Cemetery is located on Dunn road between Gore Road and Dunn Road. This cemetery is located amidst an agricultural field giving it limited access. The front is 32' with an overall lot coverage of 1,600 square feet. This cemetery is no longer active.

BME Cemetery is located at 25 Walnut Street South. The frontage of this cemetery is 73' with an overall lot coverage of 25,892 square feet. This cemetery is no longer active.

Huffman Cemetery is located on agricultural farmland on County Road 50 East between Evergreen Road and Cloverdale Beach Road giving this cemetery limited access. This cemetery has a frontage of 127' and an overall lot coverage of 18,288 square feet. This cemetery is no longer active.

Hutchins Cemetery is located off County Road 50 West between Cornwall Beach Road and Lakecrest Beach Road. The frontage of this cemetery is 36' and the overall lot coverage is 1,332 square feet. This cemetery is no longer active.

Appendix B

List of Equipment

Make/Model	Year	Use of Equipment
Chevrolet C3500	2011	Dump Truck
Ford F150	2019	Pickup
Dodge Ram 1500	2003	Pickup
Trailer	1997	Hauling
Trailer	2022	Hauling
Power Roller	n/a	Grass Rolling
John Deere 455 with Loader	n/a	Mowing
John Deere 540 with mower	n/a	Tractor/Mowing
John Deere 540 with mower	n/a	Tractor/Mowing
Toro Z Trac Easy Ride	2019	Mowing
John Deere 540 with deck	n/a	Tractor/Mowing
John Deere 540 with mower	n/a	Tractor/Mowing
Toro TimeCutter My Ride	n/a	Tractor/Mowing
Toro TimeCutter with Deck	n/a	Mowing

Schedule 1 to By-Law Number 2233 Fees for Superintendent and Caretaker of Cemeteries – Ann Bezaire		
Item	Project	Pricing (Excluding HST)
	Ground Maintenance and Operation of Cemeteries for the April 01, 2019 – March 31, 2020 contract year:	\$90,000.00
	Interment (includes opening/closing grave, lowering/raising device, grass seeding, headstone moving):	
	Casket – Regular Standard Hours Summer – April 1 to November 14 Monday to Saturday 10 am to 5 pm	\$735.00
	Casket – Outside Regular Standard Hours Summer – April 1 to November 14 Sunday, Holiday 10 am to 2 pm	\$850.00
	Casket – Regular Standard Hours Winter – November 15 to March 31 Monday to Saturday 10 am to 5 pm	\$820.00
	Casket – Outside Regular Standard Hours Winter – November 15 to March 31 Sunday, Holiday 10 am to 2 pm	\$935.00
	Cremation – Regular Standard Hours Summer – April 1 to November 14 Monday to Saturday 10 am to 5 pm	\$700.00
	Cremation – Outside Regular Standard Hours Summer – April 1 to November 14 Sunday, Holiday 10 am to 2 pm	\$850.00
	Cremation – Regular Standard Hours Winter – November 15 to March 31 Monday to Saturday 10 am to 5 pm	\$785.00
	Cremation – Outside Regular Standard Hours Winter – November 15 to March 31 Sunday, Holiday 10 am to 2 pm	\$900.00
	Niche – All times	\$110.00