MUNICIPALITY OF NORTHERN 
BRUCE PENINSULA COUNCIL

SUBJECT: Cemetery Manager and Groundskeeper Services

FROM: Cathy Addison, Deputy Clerk

DATE: May 13, 2013

RECOMMENDATION:

THAT Council receives Deputy Clerk Report DC 13-09 as information with respect to awarding the contract for Cemetery Manager and Groundskeeper Services for the four (4) Municipal Cemeteries; and

THAT the contract for the Cemetery Manager and Groundskeeper Services be awarded to Owen Sound Vault Works Limited at a cost of $130,000.00 (excluding HST) for a period of three (3) years commencing July 1, 2013.

BACKGROUND:

A Request for Proposal (RFP) was advertised for the Cemetery Manager and/or Groundskeeper Services for the four (4) Municipal Cemeteries in March. Two (2) submissions were received by the May 1, 2013 deadline.

The proposals were reviewed and evaluated by the Cemetery Committee on Monday, May 6, 2013.

COMMENTS:

The RFP was divided into three (3) options; Cemetery Manager, Cemetery Groundskeeper or encompassing both Cemetery Manager and Groundskeeper. The following is a breakdown of the RFP results excluding HST:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Cemetery Manager</th>
<th>Groundskeeper $86,400.00</th>
<th>Combination of Both $130,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Corner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owen Sound Vault Works</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

The current contract was based on $24,000.00 per year for care and maintenance, $446.50 for a traditional burial, $190.00 for a cremation burial, and monument foundation installation for a fee of $16.15 per cubic foot with a minimum charge of $230.00. Since the commencement of this contract (July 1, 2010) to the end of February, 2013, Owen Sound Vault Works Limited has been paid $122,136.37 for their current agreement. The new agreement proposal will be more precise for budgeting purposes.
The Cemetery Manager position will now include the responsibility of opening and assisting with the winter storage requirements. Over the past three (3) years this responsibility was organized by the Deputy Clerk. The Deputy Clerk will still continue the duties of plots sales, preparing deeds and record management and assisting funeral homes and families with burial requirements.

ATTACHMENT:

1) RPF results – Owen Sound Vault Works Limited - Gord Ironmonger and Jeff Corner  
2) Draft Cemetery Manager and Groundskeeper Services Agreement

MUNICIPAL STRATEGIC COMMITMENT:

By evaluating strategic objectives, it can be assured that the actions taken by the Municipality create value across all strategic priorities identified in the Strategic Plan. In doing so, the Municipality moves closer to its vision of providing a safe, progressive municipality that is committed to managing growth and providing a welcoming, diverse and environmentally sustainable community that enhances the quality of life for all residents and visitors.

<table>
<thead>
<tr>
<th>Strategic Priority</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Well managed and fiscally responsible municipal government is enhanced</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Conservation and protection of unique natural environment including the encouragement of well managed growth is enhanced</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Health, safety and education of the community are enhanced.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Development/promotion of cultural and recreational opportunities is enhanced.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Citizen involvement is enhanced.</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Economic development strategies are enhanced.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the option(s) recommended create value across all strategic priorities?</td>
<td>✗</td>
<td></td>
</tr>
<tr>
<td>Does the option(s) recommended make Northern Bruce Peninsula a municipality of choice for high performance public servants?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BUDGET IMPLICATIONS:

Funds were budgeted in the 2013 budget allocations.

Respectfully submitted:                        Approved by:

Cathy Addison, Deputy Clerk                  Bill Jones, Chief Administrative Officer
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) year for CONTRACT #1 &amp; #2</td>
<td>$130,000.00</td>
</tr>
<tr>
<td>13% HST</td>
<td>$16,900.00</td>
</tr>
<tr>
<td><strong>TOTAL PRICE</strong></td>
<td><strong>$146,900.00</strong></td>
</tr>
</tbody>
</table>

Contractor Signature: [Signature]

Date: Monday, April 29, 2013
Municipality of Northern Bruce Peninsula
CONTRACT #2
GROUNDSKEEPER

Three (3) year for CONTRACT #2
Sub Total $28,800
13% HST $3,744
TOTAL PRICE $32,544

 Called May 11, 2013 @ 12:13
 + confirmed $28,800
 per year from Jeff Cooper.
 +

Contractor Signature

APRIL 30, 2013

Date
THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA

BY-LAW NO. 2013-43

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT FOR THE PROVISION OF CEMETERY MANAGER AND GROUNDSKEEPER SERVICES FOR MUNICIPAL CEMETERIES

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, as amended, provides a municipality with the powers of a natural person;

AND WHEREAS the Municipality deems it desirable to enter into an agreement for the provision of Cemetery Manager and Groundskeeper services;

NOW THEREFORE the Corporation of the Municipality of Northern Bruce Peninsula hereby enacts as follows:

1. THAT the Municipality enters into an agreement for the provision of Cemetery Manager and Groundskeeper Services for Eastnor Cemetery, Stokes Bay Cemetery, McVicar Cemetery and Dunks Bay Cemetery for a three (3) year period commencing July 1, 2013.

2. THAT a copy of said agreement be attached hereto and form part of this By-law as Schedule A.

3. THAT this By-law shall come into full force and effect upon third and final reading thereof.

READ A FIRST AND SECOND TIME THIS 24th DAY OF JUNE, 2013.

READ A THIRD TIME, FINALLY PASSED, SIGNED AND SEALED THIS 24th DAY OF JUNE, 2013.

______________________________
MAYOR – Milt McIver

______________________________
CLERK – Mary Lynn Standen
THIS AGREEMENT MADE IN DUPLICATE THIS DAY OF , 2013.

BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA (hereinafter called “MUNICIPALITY”) OF THE FIRST PART

AND: Owen Sound Vault Works Limited – Mr. Gord Ironmonger (hereinafter called “CONTRACTOR”) OF THE SECOND PART

WHEREAS the Municipality wishes to engage the services of the Cemetery Manager and Groundskeeper the four (4) Municipal Cemeteries on the following terms and conditions hereinafter set out.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND OTHER VALUABLE CONSIDERATION, the parties do hereby covenant and agree with one another as follows:

1. The Municipality hereby engages the Contractor to operate, care and maintain Eastnor Cemetery, Stokes Bay Cemetery, McVicar Cemetery and Dunks Bay Cemetery, on the terms hereinafter set out. The period of this contract agreement shall be July 1, 2013 to June 30, 2016, based on the following tender price:

   $130,000.00 + HST $16,900.00 = $146,900.00 for a three (3) year term

2. The Cemetery Manager and Groundskeeper duties to be performed by the Contractor are set out and annexed hereto as Schedule A.

3. The Contractor will have in force throughout the duration of the Agreement and provide proof thereof to the Municipality, liability insurance coverage in the amount of Two Million Dollars ($2,000,000.00) naming the Municipality as additional insured.

4. The Contractor will ensure that all applicable health and safety laws and regulations are adhered to during the performance of the Contract.

5. The Contractor will provide all equipment necessary to undertake performance of the Agreement.

6. The Contractor will invoice the Municipality on a monthly basis for services provided.

7. The Contractor shall provide regular reports to the Municipality on issues, problems, adequacy of level of service being provided. The Contractor shall attend Cemetery meetings and present a report addressing any issues.

8. The Contractor agrees that the Municipality is not deemed to be the employer of the Contractor nor its personnel under any circumstances whatsoever.

9. Either party may give to the other party six (6) months written notice of its intention to terminate this Agreement, which Agreement shall then terminate accordingly provided the Municipality may, at any time, terminate this Agreement immediately upon paying to the Contractor two (2) weeks payment calculated as a percentage of this Agreement.
10. The Municipality will supply topsoil and grass seed at the request of the caretaker.

11. The Contractor agrees, in accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained. Any future Integrated Accessibility training will be adhered to.

12. The Contractor has the right to review this Agreement with the Municipality in the event of escalating fuel prices to request an increase.

13. The Contractor will attend and assist with any winter storage requirements at the Eastnor Cemetery Mortuary and ensure snow removal is completed, when necessary.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its Corporate Seal attested by the hand of its officers thereunto lawfully authorized, and the Party of the Second Part has hereunto set their hands and seals.

THE CORPORATION OF THE MUNICIPALITY OF NORTHERN BRUCE PENINSULA

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MAYOR – Milt McIver

CLERK – Mary Lynn Standen

CONTRACTOR -

WITNESS -
Schedule A to By-law No. 2013-43

CONTRACTOR RESPONSIBILITIES

- Consults with the Deputy Clerk regarding at-need families, makes burial arrangements and coordinates burials with funeral service providers.
- Marks burial sites and arranges grave openings and closings/restorations with the Deputy Clerk.
- Approves, marks, and verifies monuments/memorial installations and provides foundation and installation or repair work in a timely fashion.
- Prepares all the necessary equipment and products to pour foundations.
- Prepares grave sites for opening and closing as required with the lifting and placement casket lowering devices.
- Supplies all loading and unloading material to prepare an opening and closing for a grave site.
- Maintains the turf replacement following closing of the grave site at the Cemetery.
- Attends winter burial placement in Mortuary Building at Eastnor Cemetery.
- Provides snow and ice removal at entrance area prior to using the Eastnor Cemetery Mortuary (steps only).
- Maintains the paper record management system for interments and the Deputy Clerk will provide updates for the sale of plots following the completion of sales transactions.
- Analyzes, verifies records of lot sales and interments on an annual basis with the Deputy Clerk.
- Collects and distributes the proper paperwork following an interment.
- Forwards all general inquiries from lot owners and the general public concerning regulations and site locations to the Deputy Clerk.
- Collects and removes litter or trash from the cemetery grounds.
- Ensures that each Cemetery's fences, gates, signage and exterior of buildings are maintained.
- Maintains all four (4) Cemetery grounds performing functions such as lawn mowing, tree pruning, leaf removal and trimming around all monuments assuring for timeliness and safety.
- Examines/evaluates cemetery plots and ground to determine what ground restoration tasks (e.g., filling dirt for sunken graves, etc.) are needed to ensure a safe and respectable cemetery environment. Any tasks beyond the ability of the groundskeeper to complete or resolve will be reported to the Deputy Clerk.
- Identifies and communicate cemetery grounds needs, repairs, etc. to the Deputy Clerk.
- Performs preventive maintenance with regards to grubs and skunks damage.
- Attends Cemetery Committee meetings upon request and may assist in long range plans for the operation and development of the Cemeteries.
- Confirms plot space upon request from the Deputy Clerk.
- Provides all necessary equipment to perform these duties.
- Ensure the By-law to regulate the operation of the Cemeteries in the Municipality of Northern Bruce Peninsula is followed.