

# CHARLOTTE CONTRACT FOR CEMETERY MOWING SERVICES

This Contract is entered into on December [REDACTED], 2025 by and between the Town of Charlotte (hereinafter "Municipality") and Adam Dantzsch, who has a principal place of business in Charlotte, Vermont, with a mailing address of; 7766 Route 2A, St. George, VT 05495(hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties." Contractor contact information is required for all matters related to this contract.

**Name of Primary Contact:** Adam Dantzsch

**Work Phone:** 802-578-8347 **Work Email:** adamdantzsch@aol.com

Additional documents required at time of this completed contract;

## **Independent Contractor:**

Copy of Certificate of Insurance that meets requirements in Article 6.

Non- Employee Agreement

W-9 Form

**Background Checks** are required for all persons working directly with youth and will be administered through applicable Town of Charlotte authority.

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

## **ARTICLE 1: SERVICES PROVIDED**

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

**Service Task(s):** Mowing of cemeteries as indicated in Attachment A – Scope of Work for 2026 Mowing and Maintenance of Town Cemeteries.

**Program/Service Date(s):** March 1, 2026 – December 31, 2026.

**Program/Service Location:** Town Cemeteries outlined in Attachment A.

Contractor shall perform all services required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

## **ARTICLE 2: COMPENSATION AND BILLING**

### **Payment arrangement (Rate of payment/timing of payment):**

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Municipality will pay Contractor \$5,684 for the season, divided into 7 (Seven) payments of \$812 per month (for the 7 months of the typical mowing season), payments beginning April. Any additional work will be billed at \$49/ hour. Contractor shall submit monthly invoices to the town treasurer. Payments will be made NET 30.

All paperwork provided by the Town of Charlotte must be completed before payment is submitted. Payment will be submitted after the completion of the program/service unless the duration of the program/service exceeds 30 days.

## **ARTICLE 3: INDEPENDENT CONTRACTOR**

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

## **ARTICLE 4: EQUIPMENT AND MATERIALS**

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses.

## **ARTICLE 5: INDEMNIFICATION**

Contractor shall indemnify and hold harmless Municipality and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorney's fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of the said Contractor in the execution of the work or in guarding the same.

Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private). All damage, injury or loss to any public or private property, by the Contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

## **ARTICLE 6: INSURANCE**

Contractor agrees that it will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor does not carry liability insurance. If Contractor does not

carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement.

The Contractors policies shall name the Municipality as an additional insured on liability insurance coverages.

**ARTICLE 7: TERMINATION**

Either party may terminate this Agreement, with or without cause, upon 30 days written notice.

**ARTICLE 8: CONTRACT DOCUMENTS**

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

**IN WITNESS WHEREOF**, the parties do hereby execute this Contract on the day and year first written above.

**MUNICIPALITY:**

By : \_\_\_\_\_

Print Name: \_\_\_\_\_ Position/Work Title: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Municipality

**CONTRACTOR:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position/Work Title: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness as to Contractor

## **Attachment A.**

### **ALL WORK WILL COMPLY WITH THE FOLLOWING SPECIFICATIONS**

#### **Equipment**

Only the following equipment shall be used:

1. For working in the vicinity of head-stones, foot-stones, or other memorials: Walk behind mower only, width of deck not to exceed 36"; with discharge guards and bumpers, with or without a mulching feature. A riding mower may be used for areas not near head-stones, foot-stones or other memorials.
2. Trimmers equipped with trimming filament not to exceed .065 inches.

#### **General Guidelines**

1. Vehicles to be parked in a manner that will not impede traffic flow of town roads.
2. No smoking in cemeteries.
3. Gates, if present, should be closed and secured when work is completed.
4. Any damage or concerns should be reported to Cemetery Commissioners immediately.
5. The Contractor shall not only respect not only the solemn dignity of the cemetery, avoiding loud talking, etc., but will also train all employees concerning the provisions of this agreement and the need to prevent damage to stones and monuments.

#### **Mowing Specifications**

1. Contractor shall brush equipment prior to each mowing to reduce the spread of invasive plants.
2. Before each mow, all trash and sticks are to be picked-up and removed from the area. For East Burying Ground, this applies to the entire driveway, parking area and the burial ground in its entirety between the road ditch and the westerly property line.
3. Grass is to be kept between a minimum of 2" and a maximum of 5". The Contractor will be expected to adjust the mowing height as appropriate and, if necessary, for different sections of the cemetery.
4. Grass clippings must be mulched or collected and disposed of off-site by the Contractor.
5. Contractor shall not mow over flat or fallen markers; extra care shall be taken around plot markers.
6. In West Burying Ground the grass outside of fence shall be cut or trimmed on the west, between the fence and road pavement.
7. All plots with coping (raised border base stone) surrounding grass will require special treatment and consideration
8. No mower will be operated within 12-inches of any marker, monument, headstone, footstone or other memorial.
9. Contractor will use a blower to remove cut grass from stones after mowing. Contractor will also ensure that grass clippings do not build up in the corners of plots with coping – otherwise over time there will be a build-up of damaging dead grass in these areas.

10. Mower blades will be sharp at all times to provide a quality cut and prevent tearing of the grass blades.

#### Trimming Specifications

1. Contractor will trim fixed objects every other mowing. Grass adjacent to fixed objects shall be trimmed to the same height as the general turf. Trimming is to be done so that turf areas are not “scalped.”

2. Contractor will trim along the interior of fence and between markers, ensuring there is NO CONTACT with stones.

3. The Contractor and their employees will be expected to know the length of their trimmer line at all times to prevent the line from coming into contact with the headstones and monuments. Any line damage other than preexisting (defined as documented by the Contractor at the beginning of this agreement) is the responsibility of the Contractor.

4. The Contractor is responsible for ensuring that the rotation of the string causes the grass to be thrown back towards the operator. This will help prevent objects such as rocks and sticks from being thrown by the trimmer toward fragile headstones, thereby minimizing the potential for accidental damage.

#### Edging Specifications

1. In the Barber Cemetery, Contractor will edge the fence every other mowing during the growing season to keep vines from growing up the fence.