

TOWN OF HENRIETTA

CEMETERY MAINTENANCE ASSISTANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2024 by and between Maplewood Cemetery Association, a public cemetery and New York Not-For-Profit Corporation, physically located on Middle Road in the Town of Henrietta, with a mailing address of 24 Flinton Run, Churchville, New York 14428 (hereinafter referred to as the “Cemetery”) and the Town of Henrietta, a New York State Municipal Corporation, with its principal place of business at 475 Calkins Road, Henrietta, NY 14467 (hereinafter referred to as the “Town”).

WITNESSETH:

WHEREAS, there presently exists upon the premises owned by the Cemetery on Middle Road, located in the Town of Henrietta, County of Monroe and State of New York, a completed and improved main roadway running through the Cemetery property; and

WHEREAS, the Cemetery is desirous of having the Town of Henrietta plow snow and salt said roadway, and assist with grading and landscaping and such other property maintenance activities as the parties may mutually agree upon; and

WHEREAS, the New York State Town Law, § 291, authorizes the Town to perform and conduct property maintenance activities for and on behalf of public cemeteries,

THEREFORE, the parties agree as follows:

1. The Town of Henrietta shall, at intervals it deems best and in its sole discretion, remove snow and ice from the roadway and distribute salt upon said roadway in a manner consistent with its regular snow removal practices; and
2. The Cemetery will make its best efforts to ensure that motor vehicles and other obstructions are not present on said roadway, commencing November 15 and continuing through April 15 of the following year, in order to prevent the interference of said vehicles or obstructions with snow plowing operations conducted by the Town; and
3. At its option, the Town of Henrietta shall have the right but not the obligation to assist the Cemetery with grading and landscaping and such other property maintenance activities and practices as may be mutually agreed upon by the parties; and
4. The Cemetery shall indemnify and hold harmless the Town for any and all damage, including ordinary wear and tear that may occur to said roadway, any adjacent areas of said roadway, any grave markers or gravestones, and any other appurtenant improvements by virtue of the Town’s property maintenance activities conducted thereon.

Further, the Cemetery shall provide the Town with a current Certificate of Insurance naming the Town as an additional insured relative to property maintenance activities upon the grounds of the Cemetery; and

5. This Agreement shall continue in full force and effect until such time as either party, upon written notice of not less than thirty (30) days, cancels this Agreement, whereupon it shall be of no further force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals to the Agreement this _____ day of _____ 2024.

Maplewood Cemetery Association
By:

Town of Henrietta
By: Steven L Schultz, Supervisor

STATE OF NEW YORK

SS:

COUNTY OF MONROE

On the _____ day of _____ 2024 before me personally came _____, representative for Maplewood Cemetery Association, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the foregoing instrument, and he/she/they duly acknowledged to me that he/she/they executed the same.

Notary Public

STATE OF NEW YORK

SS:

COUNTY OF MONROE

On the _____ day of _____ 2024 before me personally came _____, representative for Town of Henrietta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Notary Public