## MILFORD COMMUNITY CEMETERY INC

### COMMUNITY CEMETERY BOARD MEETING AGENDA

Friday, April 19, 2024 10:00 a.m.

Roll Call

**Approval of Previous Minutes** 

**Unfinished Business** 

#### **New Business**

Proposed Milford Community Cemetery Rules & Regulations (Proposed by Lisa Obermire) Grass Cutting Proposal 2024 Financial Report Maintenance Report

**Public Comment** 

Next Meetings:

July 19, 2024 October 18, 2024

Adjournment

040924

## Milford Community Cemetery Incorporated

(Established 1878) (302) 422-3449 300 S. Rehoboth Blvd. Milford, Delaware 19963

#### Rules and Regulations of the Milford Community Cemetery, Inc.

The cemetery reserves the right to repurchase this lot or any part of it, at original cost, if a transfer is contemplated to anyone other than a member of the immediate family of the owner.

NO plantings of ANY type shall be permitted in the cemetery on ANY PLOT.

During mowing season ALL flowers, other than funeral flowers, should be placed within six (6) inches of the stone.

For ease of maintenance, ornaments on or in front of the grave stones shall protrude no more than six (6) inches from the stone. (This includes flowers, flags, solar lights, etc.)

Statues of a religious or secular nature shall not be permitted.

Glass containers shall not be permitted in the cemetery. Memorial vases which are adhered to the headstone shall be permitted.

No permanent borders of ANY TYPE shall be allowed in the cemetery.

Corner posts shall be set at ground level without disturbing original surveyors markers.

Individual and double markers of granite, marble or bronze must be set on concrete foundations with tops level with the ground for ease of mowing.

Monuments must be installed on concrete foundations on the west edge of the lot and at least 12 inches from adjoining plots.

The cemetery assumes no responsibility for any and all monuments, markers, vases, flowers or anything left at a gravesite. When it is necessary that these items be moved or worked around for any reason whatsoever, all possible care and precaution within reason will be exercised for the preservation of the same.

Within thirty (30) days of a burial, the cemetery board will plan to have funeral flowers removed from the grave site and grass planted.

All Christmas decorations will be removed after March 1st.

In order for personnel to maintain the aesthetics of the cemetery the following shall apply:

- Any items which inhabit the cemetery for an extended period of time and appear damaged or deteriorated shall be removed.
- Any items placed in the cemetery which do not meet any of the above guidelines shall be removed.

I have read and understand the above rules and regulations of the Milford Community Cemetery Incorporated and agree to comply with them.

Signature of Lot Own	er	
Lot#		
 Date		





# (Parker & Parker Property Maintenance LLC) P.O. Box 111 Milford Delaware, 19963 302-344-3373

# Lawn & Property Maintenance Agreement

Client Name: Milford Community Cemetery

Address: 300 S. Rehoboth Blvd.

City: Milford DE, 19963

Contact Person: Brad Dennehy

Email address: bdennehy@milford-de.gov

Business telephone: 302-422-1106

Cell: 302-262-2816

Physical Service Location, if different: Milford Community Cemetery.

Address: 850 N. DuPont Blvd.

Address: 700 N. Walnut St.

Milford State: DE. Zip: 19963

#### Service Terms and Conditions

This agreement shall commence on and continue thereafter until termination of this agreement by both or either party. Otherwise date: 4/1/2024.

Lawn service is to be provided on a weekly basis for both Sections (new and old sectors) Section: B and C of page 13 of 16 in the contract agreement.

Lawn service will include mowing all turf areas, trimming all areas inaccessible to mower with string lining, walkways, driveways, and blowing resulting clipping with a power blower.



Additional services are provided as needed and at the client/business request. Such as mulching, leaf, pruning, hedge trimming, and cutting of trees .etc.

<u>Client is not required to be at home business office:</u> during the service, but the service area must be accessible and free of obstructions ( lawn furniture, toys, trash, etc.) prior to the schedule visit. 3PM.LLC and staff are not responsible for any damages of Items left on the turf areas and /or malfunctioning/improper installed sprinkler heads.

All pets must be secured as to pose no threat to service personnel. If a any pets are kept on the property, Client must have a lawn free of pet droppings for the service lawn, or Client may be charged a \$5.00 additional equipment clean-up fee per incident.

In the event of inclement weather or unforeseen circumstances, the services provided will be scheduled for the next available day.

In the event the Client needs to postpone a schedule service date. Client must notify 3PM.LLC Services at least 2 days in advance so that out schedule can be adjusted accordingly. Otherwise, we must charge a flat fee of \$20.00 to offset costs.

Every cost per visit shall be payable to every service. If the service is recurring ( weekly, bi-weekly, monthly, etc.) We encourage clients to pay in advance so services will continue as agreement proceeds itself.

We accept the payment type: Cash currency, (USA), Personal checks, Money Orders, Cashier Checks, Visa or MasterCard Credit cards.

Payments not received by the due dates are subject to a late fee of 5% of the unpaid balance, and may interrupt services.

Checks returned for insufficient funds will be charged a minimum of \$25.00 service fee and may interrupt recurring services.

If Client is not satisfied with the level of service he/she is being provided, please notify: Darnell Parker at Email address: <a href="mailto:Dparker@3pm.llc/">Dparker@3pm.llc/</a> diparker8@gmail.com or call 302-344-3373 immediately so that we can correct any issues in a timely manner.

In the event of termination, a written notice must be provided before the effective termination date. Parties must allow a 48 hour or 2 day time period to contest. Parties must be in agreement to void the contract agreement. Any funds \$ owed at the time of termination will be due within 3 days.

In the event of default (any legal actions) the client agrees to reimburse 3PM.LLC and all administrative costs, collections costs, attorney fees, recording fees and/or court costs.

Term agreement: Client agrees to pays the outlined agreement by a salary fixed rate of \$77,420.00Yearly. Ten percent 10% of the total amount \$7,742.00 which is down payment is required to secure contract agreement which is non-refundable and deducted off the total agreement balance of A bi weekly pay out to the company 3PM.LLC of the amount of \$4,828.00 to conduct services throughout the 2024 business year as follow. Agreement is under the terms of 29 total cuts once a week.

Start date: 4/1/2024 - End date: 10/10/2024

Breakdown after down-payment: Yearly cost of \$70,000.00



Down Payment: Non-refundable @ 10% \$7,742.00

Invoice for weekly cut provided and submitted and a Bi-weekly payout of: \$4,828.00.

Spring, Summer & partially fall season: Lawn cutting including all parts of lawn maintenance, string,

trimming, clipping, blowing & herbiciple applying

Mayor, City of Milford

Date. 3/27/2024

Breakdown: Yearly Cost \$77,420.00

Down Payment: Non- refundable/ deducted off contract: \$7,742.00

Invoice for weekly cut provided and submitted and a Bi-weekly payout of \$4,828.00 agreement to 3PM.LLC Initial:

Contractor:3PM.LLC( Parker & Parker Property Maintenance LLC.) Agrees to all terms of by parties for Milford Community Cemetery/ Milford Parks & Recreation Department.

Disclosure of licenses and business insurance will be maintained at all times by the service party 3PM.LLc . Milford Parks and Recreation will be the Certificate Holder under the policy year to date.