

## **INTERMUNICIPAL AGREEMENT**

This Agreement is made as of the 4th of January, 2022 by and between the TOWN OF PLATTSBURGH, Clinton County, New York ("Plattsburgh"), acting through its elected Town Board, and the TOWN OF ELLENBURG, Clinton County, New York ("Ellenburg"), acting through its elected Town Board, and

**WHEREAS**, Plattsburgh and Ellenburg are neighboring municipalities desirous of sharing specific mausoleum and cemetery services which will benefit residents of both municipalities and improve fiscal outlook and the environment shared by these communities; and

**WHEREAS**, the Towns of Plattsburgh and Ellenburg are desirous of sharing services they had previously not provided and that have now been thrust on them by the actions of the State of New York; and

**WHEREAS**, the Plattsburgh and Ellenburg were contacted by representatives of the State of New York's Division of Cemeteries in 2015, indicating that following a multitude of financial and management issues, Whispering Maples Memorial Gardens, Inc. ("Whispering Maples") had been declared abandoned by the State of New York; and

**WHEREAS**, Whispering Maples includes a crematory and stand-alone mausoleum in the Town of Ellenburg and a stand-alone Mausoleum in the Town of Plattsburgh; and

**WHEREAS**, under New York State Town Law §291, abandoned cemeteries become the wards of the municipalities in which they are located providing the towns with no choice in this matter; and

**WHEREAS**, in July 2015 the New York State Division of Cemeteries indicated that Whispering Maples was immediately being turned over to the Towns of Plattsburgh and Ellenburg; and

**WHEREAS**, Plattsburgh and Ellenburg began to immediately work together to protect the taxpayers of their communities and the families of those interred at Whispering Maples; and

**WHEREAS**, Ellenburg has existing staff facilities under their control at the Ellenburg Mausoleum and Crematory to provide entombment and interment services for the benefit of residents of Ellenburg; and

**WHEREAS**, Ellenburg will have sufficient staff and resources to provide the same services for the Town of Plattsburgh Community Mausoleum and the Town of Plattsburgh's residents which share a municipal boundary line between the two towns; and

**WHEREAS**, Plattsburgh and Ellenburg have collaborated on and cooperated in this effort to best meet the needs of their respective communities; and

**WHEREAS**, Plattsburgh and Ellenburg wish to enter into this Agreement to formalize the terms, conditions and obligations of each Town with respect to above-described mausoleum and interment services;

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1. The intent and purpose of this Agreement is to set forth the basic terms of the arrangement between the Towns of Plattsburgh and Ellenburg so that Ellenburg Mausoleum and Crematory and the Town of Plattsburgh Community Mausoleum can effectively serve the residents of both Towns. This Agreement is necessary to provide for the entombment and interment of remains in the Town of Plattsburgh Community Mausoleum by the Town of Ellenburg without the need of duplicating staff in both municipalities. As the towns continue in this shared services arrangement and the reconstruction of the mausoleum facilities, the terms of this Agreement may be modified or supplemented as necessary or appropriate.

Section 2. Ellenburg hereby grants consent and authorization to provide Plattsburgh with Ellenburg Mausoleum and Crematory staff or agents of the Town of Ellenburg to provide entombment and interment services at the Town of Plattsburgh Community Mausoleum as such services are necessary to inter or remove the human remains of crypt and niche owners of the Town of Plattsburgh Community Mausoleum. This section shall be subject to the rules and regulations of the facility as provided to the Town of Ellenburg by the Town of Plattsburgh pursuant to the terms of this Agreement and all applicable state laws, rules and regulations.

Section 3. Plattsburgh shall have the responsibility and obligation to pay Ellenburg for each entombment or interment within sixty days of the presentation of voucher for such services from Ellenburg in the amount of \$400 per entombment or interment.

Section 4. Plattsburgh shall have the responsibility and obligation to pay Ellenburg for each removal of a decedent's entombed remains from the Town of Plattsburgh Community Mausoleum within sixty days of the presentation of voucher for such services from Ellenburg in the amount of \$400 per removal. Plattsburgh will charge each consumer the full charge for any other funeral or product services related to the removal and may reimburse Ellenburg for those charges contracted for on behalf of Plattsburgh provided such authorization is provided in writing by the Town of Plattsburgh in advance of need.

Section 5. Plattsburgh shall provide a casket lift for the use of the designated agents of the Town of Ellenburg for the entombment and interment of remains at Town of Plattsburgh Community Mausoleum. Should such lift be inoperable or unavailable, the Town of Ellenburg or their agents shall utilize their lift at the Town of Plattsburgh Community Mausoleum. The cost for transport and usage by the Town of Ellenburg in such circumstances shall be \$100 which shall be paid directly by the parties contracting use of the crypt or niche space at the Town of Plattsburgh Community Mausoleum. The Town of Ellenburg or their agents shall notify in writing, the Town Clerk of the Town of Plattsburgh, in the event that such substitution and transportation is necessary.



Section 6. Ellenburg hereby agrees to notify Plattsburgh within twenty-four hours of any conditions occurring during an entombment or interment that will require repair or notification to crypt or niche owners and may impact further entombments or interments at the mausoleum facility.

Section 7. Ellenburg hereby agrees to provide a safe and clean work space during any entombment and interment and will clean and restore the areas utilized for such activities.

Section 8. This Agreement shall terminate December 31, 2023 and may be renewed or extended by the parties.

Section 9. Both parties to this agreement understand that the fees set forth above may be modified to account for tasks that have unanticipated requirements.

Section 10. This Agreement represents the entire agreement between the parties and may only be changed, modified or supplemented by a writing executed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this instrument by their Supervisors and caused their official seals to be affixed pursuant to resolutions adopted by their Town Boards, copies of which are annexed hereto.

TOWN OF PLATTSBURGH

Date \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Michael S. Cashman, Supervisor

Date: Jan 4, 2022

TOWN OF ELLENBURG

By: \_\_\_\_\_  
Jason Dezan, Supervisor