AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the **TOWN OF BEEKMAN**, a Municipality within Dutchess County, whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, the County has implemented a Municipal Investment Grant (MIG) Program (formerly known as Municipal Innovation Grant Program) through its Department of Planning & Development, and

WHEREAS, the TOWN OF BEEKMAN has submitted an application with the MIG: Infrastructure Program which has been approved by the County, and

WHEREAS, the application concerns a grant contract to allow for the Municipality's access to MIG funds to be used for an Emergency Generator project; and

WHEREAS, the project set forth in this Agreement may be considered a "Public Work" subject to all the provisions contained in the New York State Labor Law. It shall be the responsibility of the Municipality herein, as well as any sub-contractor, to determine whether the provisions of the Labor Law, including but not limited to Article 8, 8-A and 9 of said Law, are applicable, and if so, to comply with said provisions, and

WHEREAS, the funds necessary to pay for such services are appropriated in the Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Municipality shall oversee the performance of, using standards of care acceptable to the County and in strict compliance with all applicable Federal, State and local laws, regulations and procedures, the program set forth in **Exhibit "A"** annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective **October 1, 2026,** and shall terminate on **September 30, 2028**, unless otherwise terminated as set forth herein.

3. EXTENSION. This Agreement may be extended for additional periods, upon such written terms and conditions as approved by the Commissioner of Planning & Development and/or the Community Development Advisory Committee, not exceeding in total five (5) years from the original Agreement date.

4. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed **TWENTY-FIVE THOUSAND and 00/100 ($25,000.00) DOLLARS**. The Municipality shall be reimbursed directly. The Municipality shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller's Office unless an exception has been found where electronic payments are not feasible.

Payment of the above consideration shall be made to the Municipality upon submission of quarterly statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County. The County may withhold some or all of each quarterly payment from the Municipality in the event it determines that the Municipality has not met its project outcomes. Payment(s) will be released once the Municipality submits the necessary documentation to the County that establishes that it has met its project outcomes.

5. REIMBURSEMENT THROUGH MATCHING FUNDS. In order for the Municipality to be reimbursed for project expenses through the Match Requirement, the following provisions must be met:

- 100% of request: If you request $25,000, you must provide a $25,000 match.
- In-kind services or donations cannot be used as a match.
- If you commit municipal/agency funding for an existing project, you cannot use MIG funding to replace the committed funds for that same project. MIG funds could be used for additional components or increased costs for the existing project.
- Proof of the Municipality's secured match must be provided with its application, OR, if the match isn't secured at the time of application, the municipality/organization must adopt a resolution to secure the match within six (6) months of the grant award. **If Municipality's proof of the match is not secured by then, the grant award will be rescinded.**
- All funds are available on a reimbursement basis. There are no advances.
- All project expenses must be made within the term of the grant (October 1, 2026 – September 30, 2028).
- All expenditures are subject to the County's Contracted Services Policies and Procedures. Please ensure that Municipality's proposed project expenses meet the requirements set forth therein.
- If your proposed activity involves general capital infrastructure, construction must commence within 12 months of the start of the grant term.
- County funds will not be expended or issued as reimbursement until the Municipality has exhausted their full match funding.

Failure to comply with these policies may affect your organization's ability to be reimbursed.

6. BUDGET. The Municipality agrees to oversee the services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as **Exhibit "B"** and which details all personnel or other costs of services to be rendered in connection with this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Municipality agrees that, in the event that the expenditures are less than the total budget and at the

termination of this Agreement County funds remain unexpended, the Municipality shall return said funds to the County.

7. INDEPENDENT CONTRACTOR STATUS. The Municipality agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither Federal, State, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or its employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no Workers' Compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

8. INDEMNIFICATION. The Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Municipality's work. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

9. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and any party that they enter into an agreement with connected to this grant, if any, shall maintain at their own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Workers' Compensation Employer's Liability and Disability Benefits Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Municipality shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability and Disability Benefits Coverage, **OR**

b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).

c. In the event that the Municipality is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200.

d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Dutchess County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than $1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

Professional Liability, with limits not less than $1,000,000 per occurrence; $3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').

Excess/Umbrella Liability, if required, with limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate. The County must be included as additional insured.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory to insurance provided by the Municipality. The Municipality, and any party that enters into an agreement connected to this grant, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Municipality may be suspended in the event the Municipality, and any party that enters into an agreement connected to this grant, if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

Acceptable proof of the thirty-day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

10. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that it and its members, officers, employees, agents, servants, consultants and sub-contractor(s) have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

11. DECLARATION BY MUNICIPALITY. The Municipality declares that it has complied with all Federal, State, and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

12. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status.

The Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all Federal, State, and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

13. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

14. NON-ASSIGNMENT. This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.

15. TERMINATION. (a) *Without cause*. The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause*. The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality and Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in its custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill its obligations under this Agreement, or any other fault of the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other municipalities or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefor.

16. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof

shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement, at the option of either of the parties.

17. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Dept. of Planning
& Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601

TOWN OF BEEKMAN
4 Main Street
Poughquag, NY 12570

18. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

19. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

20. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

21. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

22. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Municipality hereby consents to service of process on it by registered or certified mail, return receipt requested, or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage, or when the fax has connected. The Municipality must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. The Municipality will have thirty (30) calendar days after service is complete in which to respond.

23. NOTICE OF INTENT TO SUE. (a) The Municipality agrees that, at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, the Municipality shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which Municipality believes itself entitled. (b) The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Municipality, of the County's choice, as to any matter arising under this Agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to

maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the County must be commenced within one year of the event which gives rise to liability.

24. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

25. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

26. AUDIT. The Municipality shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Municipality, its employees, agents, assigns, and sub-contractor(s).

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Municipality shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the County, State, or Federal governments. The Municipality shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Municipality are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

27. SEVERANCE PAY. The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that, from time to time, contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of severance pay or any such incentive. If an audit of payments made under this Agreement reveals that such payments have been made, the Municipality shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this Agreement null and void.

28. MUNICIPALITY'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, the Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary

documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge and if so directed by the County; (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the Agreement is terminated for cause or terminated for convenience.

29. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the addresses indicated in the introductory paragraph of this Agreement.

30. ENFORCEMENT EXPENSES. The Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

31. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

32. RULES OF CONSTRUCTION. This Agreement shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

33. CONFIDENTIALITY. The Municipality shall comply with applicable Federal and State requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

34. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

35. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Dutchess County Community Investment Programs Policies and Procedures. A copy of these procedures is attached as **Exhibit "C"**. These guidelines are subject to change. The current version is available here: http://dutchessny.gov/ContractedServices.

36. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including but not limited to facsimile, email and signature platforms such as DocuSign, shall have the same legal effect and enforceability as manually signed paper originals. The parties hereby agree that electronic signatures used in accordance with the Electronic Signatures and Records Act (ESRA), New York State Technology Law Article 3, are expressly permitted and shall be considered valid and binding.

37. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 2026.

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Jennifer Cocozza, Commissioner
Dutchess Co. Dept. of Planning & Development

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Susan J. Serino, County Executive

TOWN OF BEEKMAN

BY: _____
Lauren Abbatantuono, Supervisor

EXHIBIT A
SCOPE OF SERVICES

ACTIVITY: Emergency Generator

DESCRIPTION: Install a permanent emergency backup generator at the town's highway department facility.

MAJOR WORK ACTIVITIES:

- All purchases will be done in accordance with the Dutchess County Procurement Policies and Procedures ensuring the use of the Empire State Purchasing Group (ESPG).
    - Prepare bid documents and post them to Empire State Purchasing Group (ESPG), as applicable;
    - Obtain written quotes for goods and services, as applicable;
    - Review bids received and award contracts to firms, as applicable;
    - Complete plans and specifications for site work and installation/construction, as applicable;
    - Obtain required permits and reviews, as applicable; and
    - Complete site work and equipment purchases.

OUTCOMES:

- Install a permanent emergency backup generator at the town's highway department facility, as outlined in the budget or approved by a budget adjustment.

DELIVERABLES:

- Copy of documentation verifying proof of secured match to the Dutchess County Department of Planning & Development for review prior to contract execution or within six months of date on award letter;
- Copy of bid documents to the Dutchess County Department of Planning & Development (DCDPD) for review prior to release, as applicable;
- Copy of bid advertisement, as applicable;
- Summary of all bids received, as applicable;
- Copy of the successful bidder's bid documents, as applicable;
- Copies of written quotes for goods and services, as applicable; and
- Inspection of completed work by DCDPD's Rehabilitation Specialist to occur as mutually agreed. Inspection by another regulatory agency may be substituted for DCDPD inspections.

EXHIBIT B
BUDGET

ACTIVITY TITLE: Emergency Generator

Municipal Investment Grant (MIG) Budget							
		Other Contributions					
Title	MIG Funding	(insert funding source here)	(insert funding source here)	(insert funding source here)	Organization Contribution	Total Activity Cost	Description
Salary/Wages					$10,000.00	$10,000.00	Labor
Fringe Benefits						$0.00	
Contractual/Consulting					$30,000.00	$30,000.00	Professional and Service Consultants
Equipment	$25,000.00				$44,200.00	$69,200.00	Generator
Travel						$0.00	
Supplies					$8,500.00	$8,500.00	Concrete, conduit, crushed stone, rebar
Other Expense (specify)						$0.00	
Other Expense (specify)						$0.00	
Other Expense (specify)						$0.00	
Total	$25,000.00	$0.00	$0.00	$0.00	$92,700.00	$117,700.00	

****Any entity awarded funding through the MIG Program for a "Public Work" (Construction) project is subject to all the provisions contained in the New York State Labor Law, including prevailing wage. It is the applicant's responsibility to determine if their request is a "Public Work" project necessitating prevailing wage law in accordance with State or Federal guidelines. Please keep this in mind when preparing your project budget and funding request.****

Policy Statement:

The purpose of this policy is to establish consistent County procedures applicable to organizations with whom the County contracts to provide programs or services to the public on behalf of the County. This policy will be included in any contractual agreements to which it applies.

Definitions:

1. Department: Refers to the County department that contracted with an organization.
2. Program: Refers to the funded activity, project, or program.
3. Organization: Refers to the entity (e.g., non-profit agency, municipality, etc.) that contracted with the County department.

Procedures:

1. OUTCOMES: The outcomes provided in the Scope of Services will be used to evaluate all payment requests and future funding requests.
2. INSURANCE GUIDELINES: Dutchess County has specific insurance requirements for all organizations under contract with the County. Details are provided in Appendix I.
3. OUTREACH MATERIALS
    A. Attribution: Outreach materials, in print or via electronic means (i.e., Facebook, Instagram, etc.), must include the statement, "paid for in part by Dutchess County." The Dutchess County Seal should also be included, if practical and appropriate.
    B. If the organization is providing programs and/or services to special needs communities, they must include the "ThinkDIFFERENTLY" logo on outreach materials and advertising for the program or service.
    C. Pre-Approval: Outreach materials must be emailed/sent to the department for approval prior to distribution.
4. AMERICANS WITH DISABILITIES ACT (ADA): All organizations who receive funding under County contract must comply with the provisions as set forth in the ADA. Organizations cannot discriminate against individuals based on disability in the activities they provide. Organizations are also encouraged to incorporate measures that promote Dutchess County's ThinkDIFFERENTLY initiative.
5. PAYMENT REQUESTS, REPORTING AND PERFORMANCE REVIEW
    A. Submission Deadlines:
        i. Organizations will submit progress reports and/or payment requests to the department at least quarterly, within 45 calendar days after the end of each quarter. If an organization does not have any expenses to submit for a given quarter, the organization is still required to submit a quarterly progress report at which point the organization can indicate there are no expenses to claim for a given quarter.
        ii. Earlier due dates may apply at year-end. The County will notify organizations via e-mail of any earlier due dates.

iii. Each department can change the reporting requirements if different periods are necessary for reimbursement claiming or reporting.

iv. If an organization fails to submit payment requests and/or reports by the due date, the Executive Director, Chief Elected Official, or authorized official of the organization will receive an email from the department within 10 business days of the due date.

B. Payment Request Documentation:

i. Payment Request Form signed by the Executive Director/Chief Elected Official or the Chief Financial Officer;

ii. Outcome Report, as applicable per departmental requirements;

iii. For vendor contracts administered by the Department of Planning & Development, vendors must submit an electronic workbook provided by the department, along with a signed Payment Request Form.

iv. General Ledger Transaction Detail, which includes vendor name, date of service, payment type & date (check or transaction number), and amount of expense;

v. Copies of receipts/invoices and proof of payment to substantiate general ledger transactions for expenditures exceeding $1,000

vi. Personnel Summary or comparable document;

vii. For Municipal Investment Grant (MIG) and Community Development Block Grant (CDBG)-Municipal projects only:

1. Approved municipal payment voucher complete with all signatures or its equivalent (i.e., printout from your financial software program);
2. Cancelled checks or alternative verification to ensure vendor payment cleared;
3. Any approved change order(s) complete with all signatures or its equivalent, if applicable;
4. Certified payrolls for projects with contracted labor (CDBG-Municipal only).

C. Withholding Payment: The department has the right to withhold payment if:

i. The work performed by the organization is Not in Compliance with the terms of the agreement and the Policies and Procedures.

ii. The payment request is not in compliance with payment request documentation requirements listed above.

D. Performance Review: The department will review the organization's progress reports and performance in relation to the scope of services and performance measures as described in the agreement. The resulting data will be used to redirect efforts when indicated or reinforce performance.

6. BUDGET ADJUSTMENT

A. Organizations requesting a budget adjustment must notify the department of such adjustments by emailing the Budget Adjustment Form as soon as the need is known and before seeking reimbursement. The department will review such requests to ensure appropriateness before approval of future

payments to the organization. Failure to obtain budget adjustment approval before expenditure of funds may result in non-reimbursement.

B. Only three budget adjustments will be considered during the term of the contract.
C. Limited budget adjustments will be considered during the final month of the term of the agreement. No budget adjustments will be considered once the program term has expired without a formal written request.
D. Organization shall give notice to the department of any changes in other funding sources related to the program including the amount of the funding change.

7. FISCAL GUIDELINES: Payment requests should be limited to those expenses that relate solely to the program being delivered during the payment request period.
   A. All expenses must be necessary, reasonable and justified, and within the approved budget.
   B. Expenses related to more than one program must be pro-rated or charged as indirect, as appropriate.
   C. All County-funded activities are subject to County Procurement Policies and Procedures. Federal and state-funded activities may have additional requirements noted in their specific program policies and procedures. A summary of the procurement guidance can be found in Section 16.
   D. Maintain records for each program in a manner consistent with generally accepted accounting practices.
   E. Use a record-keeping system, which maintains a separate identity for each program.
   F. Maintain a list of all funds received under the agreement, including a description of the source and amounts. (Cash Receipts Journal)
   G. Maintain a list of all funds disbursed under the agreement including payee and amount. Any payments made after the termination date of an agreement must be for expenditures incurred during the program term. (Cash Disbursements Journal)
   H. Duplicate claims for costs or services from more than one source are unacceptable.
   I. Maintain complete and accurate documentation to support revenues and expenses (e.g. bank deposit slips; invoices; time sheets; employee reimbursements for travel, meals and supplies, indirect cost detail; cash receipts; and disbursements journals).
   J. County funds may be used for furniture and equipment if the predominant use (50% or more) is for the county-funded program. Organizations must maintain an inventory of furniture and equipment purchased with County funds until disposal for items costing $1,000 or more and any furniture, electronic or audio-visual equipment, projectors, computers, printers, copiers, and power tools of any cost purchased with County funds through an approved tracking system. The inventory will be reviewed during monitoring and may include a review of the item's make/model, serial number, location, and condition. Throughout the term and after the expiration of the agreement, the organization will maintain the furniture and/or equipment purchased. Before disposal of an asset, the County, at its discretion, will determine if the item must be returned or will approve the organization's plan for disposition.

K. If the organization maintains a petty cash fund, the following information must be maintained for all disbursements: Amount, Date, Payee, Purpose, Item purchased, Approved by, and Received by.

L. The department will not reimburse for any sales tax incurred by a tax-exempt organization, except:
   i. When exempt status is not recognized out of state, or
   ii. For employee meal reimbursement claims, which must include an itemized receipt and be part of their official duties.

M. Originals of documentation must be made available to staff during monitoring/audits or upon request. Documentation must be kept for a period of ten years after the end of the agreement unless otherwise specified by the department.

N. No costs incurred before the starting date or after the ending date of a contract period will be reimbursed.

8. DIRECT COSTS: Direct costs are identified specifically in the budget and contract scope and can be easily and accurately assigned to activities of the program or service.
   A. Personnel
      i. Salaries charged to the program should be based on actual hours spent on the funded program times the employee's hourly billing rate.
      ii. Timesheets: Detailed and accurate time records for all employees paid under the contract must be kept by the organization and available upon monitoring/audit by the County. Acceptable time records must show the total hours worked, benefit time used, and the number of hours worked on the funded program for each day during the covered period, which should generally coincide with regular pay periods. Payroll documentation must be completed in accordance with the organization's accepted practice and be approved by a responsible official(s). Other detailed information may be required based on funding source requirements.
      iii. Personnel services are reimbursable for direct program delivery. Extended medical and disability leave as well as leave defined under the state's Paid Family Leave law will be paid only if program services are still provided, disability or leave insurance is not already paying the leave benefit, and no additional charges are submitted for coverage pay. The agency must submit a plan to the department for approval before the leave occurs, which defines how the leave will be covered and who will be providing the service. If the department determines that outcomes have not been met as a result of the extended leave, the reimbursement paid for the extended leave will need to be paid back to the County. Bonuses, severance packages, and vacation buyouts are not eligible for reimbursement.
      iv. Fringe: Fringe payments are allowable provided they are reasonable and required by law, or organization policy or agreement. These generally include FICA, unemployment insurance, workers' compensation, medical insurance, cost of leave, and pension/retirement costs.

B. Contractual/Consulting Services: This category includes costs for organizations and individuals external to the organization that have entered into a written agreement with the organization to provide any services outlined in or associated with the agreement, and whose services are to be funded under the program budget within a program year.
   i. All consultant arrangements must be by written agreement and approved by the department through the budget process.
   ii. Insurance: All consultants are subject to the County's insurance requirements listed in Appendix I.
   iii. Consultant agreements or a series of agreements with the same consultant for $20,000 or more must be emailed/sent to the department for approval before execution.

C. Travel & Meals
   i. Travel plans must be approved as part of the organization's budget submission to the department. Any travel plans above the original budget require pre-approval if resulting in a budget modification.
   ii. Mileage will be reimbursed in accordance with the organization's standard rate, not to exceed the IRS rate in effect at the time of travel. Mileage reimbursement excludes normal round trip to and from work.
   iii. Meals unrelated to the funded program shall not be reimbursable, (e.g., organization parties and executive meals and meals at meetings). Charges for alcohol are not reimbursable and gratuities shall not exceed 20% of the total bill.

D. Equipment Purchase/Lease
   i. Refer to Fiscal Guidelines, Section 7 (j)
   ii. Equipment needed to meet the program objectives may be either purchased or leased, whichever is more economical and may be reimbursed based on the pro-rated portion of the entire expenditure that is related to the program.
   iii. Cars or vans cannot be purchased without specific written approval from the department. If vehicles are leased, the costs must be listed under the Vehicle Lease section of the budget.

E. Supplies: The department will reimburse for those supplies (e.g., paper, binders, stationary, pens, paper clips) that are used specifically in connection with the program during the term of the agreement. General office supplies are indirect costs.

F. Incentives: The use of incentives for the funded program and the organization's policies and procedures related to incentives should be pre-approved through the budget process. Incentives are allowable if the expenditures can pass the following two tests:
   i. Expenditures using public funds must be appropriate, and
   ii. Expenditures for incentives should be nominal rewards as pre-approved by the department through the organization's budget submission.

G. Other Expenses Directly Related to the Program: Includes items that are solely related to the services to be provided but are not specifically included in the previous categories. These items may include participant travel, staff training, insurance, occupancy, licensing fees, client costs, printing, shipping, delivery and messenger services, materials development costs, advertising costs for recruiting new hires, books, journals, periodicals, audio-visual services, facility rental, program refreshments. Additional criteria or clarification for some of these categories is listed below:

i. Participant Travel: Explain the purpose of travel, number of participants, estimated miles, and frequency (i.e. per day, per week).

ii. Occupancy: Real estate rental, utility, telephone, and heating fuel costs for space related solely to the program.

iii. Client Costs/Funds to Customers: Wages, stipends, incentives, client mileage, client meals, client supplies, etc.

iv. Client meals are allowable if consumed by clients in connection with the program. Expenses incurred for a staff person(s) acting as a chaperone for a client outing is reimbursable. Meal expenses must be reasonable and nominal, as defined previously in this section.

H. Printing Services: Audio-visual and print production costs, reprint permissions, reproduction, and photocopying costs. All organizations must make reasonable efforts to have printing services performed by the Dutchess County Division of Central Services' Print Shop. If not able to utilize the Dutchess County Print Shop, secure the lowest responsible bidder for printing services. If a print job is above $5,000, documentation that shows that the lowest cost source has been used must be provided with the payment claim.

9. INDIRECT COSTS: Indirect costs are the expenses of doing business including administrative expenses and overhead necessary for the general operation of the organization.
   A. The County will allow indirect costs of up to 18% of the total direct costs unless otherwise specified in the contract agreement.
   B. Indirect costs will be reimbursed based on the direct costs submitted for reimbursement.
   C. If the organization has an agreed-upon indirect rate of less than 18% through RFP response or some other agreement, it shall use that rate. Programs funded with federal or state funds may use a different indirect rate and formula.
10. MONITORING: Monitoring will be done through site visits and progress reports submitted with billing as well as through a review of financial reports, supporting documentation, and periodic communication as designated by the department. It is the organization's responsibility to ensure they comply with the necessary health and safety issues, programmatic paperwork, and fiscal records.
    A. Site visits: May be required by the department at least once during their initial agreement year to determine fiscal adequacy and program quality. Subsequent monitoring will be based on a risk assessment by the department. Site visits will allow the department to determine whether a program is operating within the parameters in the organization's agreement and Scope of Services while also

allowing the department to provide assistance tailored to the unique needs of a particular organization. Site visits are scheduled with organization personnel; however, unscheduled visits, including attendance at public events, may also occur. A program can receive one of the following determinations:

i. IN COMPLIANCE: The program fulfills its obligations, as outlined in the agreement.

ii. NOT IN COMPLIANCE: The program is not in complete compliance with the agreement. The organization needs to take corrective action. The department will designate a timeframe in which the problem(s) needs to be resolved. If the organization resolves the problem(s) within the designated timeframe, it will then receive an In Compliance determination. If the problem remains unresolved, future funding may be affected.

The organization will receive a follow-up letter indicating the monitoring results within 30 calendar days of the site visit.

B. Monitoring Documentation: The following documents should be made available to the department for monitoring purposes.

i. List of current board of directors

ii. Board meeting minutes for the last three (3) months

iii. Most recent annual report (if applicable)

iv. Most recent audited financial statement (if applicable)

v. Other forms as needed (e.g., IRS Form 990 & CHAR 500)

11. CONFLICT OF INTEREST: A conflict of interest is: "an actual or perceived interest by the member in an action that results or has the appearance of resulting in personal, organizational or professional gain." Persons covered includes: Employees, officers or agents, or their immediate family or partners, or employers of any of the above during their tenure and for one year after. Funded organizations may not hire board members to fill any paid staff position or perform any paid consultant service for the organization's program. Board members may provide services for the program voluntarily, but may not serve in the capacity of Executive Director, Chief Elected Official, or Chief Financial Officer, even if these services are provided on a volunteer basis.
12. DISAGREEMENTS: This policy serves as a reference tool to assist all organizations in the programmatic and fiscal aspects of their responsibilities. While comprehensive, it does not cover every situation that might occur. In the event of an unresolved disagreement between the department staff and an organization, the Commissioner of the department will make the final determination within these guidelines and regulations.
13. EXTENSIONS (MIG, CDBG-Municipal, and Agency Partner Grant (APG): Infrastructure only):
    A. One extension per activity will be considered for approval by the Commissioner of Planning & Development.
    B. Additional extensions will be considered under extenuating circumstances and with approval by the Community Development Advisory Committee (CDAC).
14. RETAINAGE (MIG, CDBG-Municipal, and APG: Infrastructure only): Unless stated otherwise in the agreement, the department shall hold 10% of the grant award until project completion.

15. RECAPTURE: When a program is 100% complete and the final Request for Payment has been processed, any outstanding funds will be recaptured. The organization will be contacted electronically to verify that the program is 100% complete and all costs have been submitted. This will be followed by a written recapture statement, which will be issued by the department for any funds advanced but not spent.
16. PROCUREMENT REQUIREMENTS: The purpose of these requirements is to ensure procurement is conducted efficiently while maximizing free and open competition to the greatest extent practical. Where County funds are being directly used to procure goods or services, the County requires compliance with Section 103 of General Municipal Law (GML), which requires formal bidding for purchases above $20,000 and public works above $35,000. The County has separate standards for purchases below the GML 103 thresholds, which are outlined in the full Procurement Policy. The chart below summarizes these requirements.

Dutchess County Procurement Policies and Procedures	
Estimated Acquisition Cost	**Procedure[1]**
Goods and Services	
$1-$4,999	No formal quotation is required. A purchase shall be made based on reliable market information such as catalogs, phone quotes, or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$5,000-$19,999	Formal written quotation from at least three responsible vendors.
$20,000 and over	Formal bidding via ESPG.
Public Works/Construction (Municipal corporations and public agencies[2] are subject to NYS prevailing wage requirements contained in Section 220 and 220-b of the Labor Law of NYS)	
$1-$9,999	No formal quotation is required. A purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$10,000-$34,000	Formal written quotation from at least three responsible vendors.
$35,000 and over	Formal bidding via ESPG.
Professional Services	
$1-$19,999	No formal quotation is required. A purchase shall be made based on reliable market information such as phone quotes or previous quotes. The entity shall make reasonable efforts to obtain the best price.
$20,000-$39,999	Formal written quotation from at least three responsible vendors.
$40,000 or over	Formal request for proposal (RFP)[3] secured through ESPG.
[1] For CDBG, procurement must include MBE/WBE outreach and purchases from state or federal contracts (i.e., piggybacking) is not permitted.	
[2] A municipal corporation includes a county, city, town, village, and school district (General Construction Law, Definitions, Section 66 (2)). A public agency is defined as "the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education" (Labor Law § 230[3]).	
[3] The County will consider a Request for Qualifications if the task requires more specialized experience than a general practitioner in the relevant field may be able to provide. The community will need to submit a written request with justification for the County's review and approval.	

Municipal engineers on retainer may be used for projects where the costs are estimated to be less than $40,000 under the following circumstances:

1. The services must have been procured via a public RFP within the past 4 years. Bidding should have included posting on the ESPG.
2. Engineers must provide a price for the proposed project broken down by milestones (e.g., design, bidding, construction management) with a not-to-exceed amount, and payments shall be made based on milestone achievements (not an hourly rate).

For guidance on municipal procurement, please contact the Dutchess County Office of Central and Information Services, Central Services Division at (845) 486-3670.

Appendix I
Insurance Requirements Summary

This is a summary of the County's insurance requirements designed to help organizations and their insurance agents provide the appropriate insurance documentation to the County. We have underlined the most frequent mistakes made in the Acord form that result in the rejection of certificates. The full insurance requirements are in the agreement with the County. All organizations, and any sub-contractors, receiving funds from the County must secure and maintain, at their own cost, the following insurance and provide proof to the County prior to commencing work under any Agreement:

1. Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each organization shall provide:
    A. A certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation, Employer's Liability, OR
    B. A New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P). The Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided, OR
    C. In the event that the organization is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200, OR
    D. A Certificate of Participation in a Self-insurance Program. For those municipalities participating in the Dutchess County Self-Insured Plan, the department will receive verification from the Dutchess County Office of Risk Management.
2. Commercial General Liability Insurance coverage including:
    A. Blanket contractual coverage for the operation of the program with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.
    B. Insurance shall be written on an occurrence coverage form.
    C. Insurance shall include coverage for bodily injury and property damage liability. In addition, if your

organization provides services to minors 0 to 18 years of age, your insurance coverage shall include sexual abuse, molestation and medical coverage for the participants in the program.

D. County of Dutchess must be listed as additional insured.

E. Additional insured endorsement required which shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Depending on the type and scope of work, the County may also require additional insurance coverage for:

1. Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with:
   A. A combined single limit of liability of not less than $1,000,000.
   B. Insurance shall include coverage for bodily injury and property damage liability.
   C. County of Dutchess must be listed as additional insured.
2. Professional Liability, if required, with:
   A. Limits not less than $1,000,000 per occurrence; $3,000,000 in the aggregate.
   B. In the event of expiration or termination of the agreement, the organization shall either maintain this coverage for not less than three (3) years or shall provide an equivalent extended reporting endorsement (commonly known as a 'tail policy').
3. Excess/Umbrella Liability, if required, with:
   A. Limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate.
   B. County of Dutchess must be included as additional insured.
4. The Acord form certificate of insurance must contain the following provisions:
   A. The County of Dutchess must be listed as the certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies.
   B. The commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
   C. The commercial general and automobile policies are primary and noncontributory.
   D. The commercial general liability, auto liability, and worker's compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
   E. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
5. Notice of Cancellation: Before cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

   Dutchess County Attorney
   County Office Building
   22 Market Street
   Poughkeepsie, New York 12601
6. All insurance policies shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies may be underwritten by non-admitted companies with an A.M. Best financial strength rating of A+ or higher. The organization and its

sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the required policies.

7. Description of Operation: Following is a sample Certificate of Insurance (COI) noting the required coverage and language for the Description of Operations. This information is essential. Please review it carefully and submit accordingly as the Director of Risk Management will accept nothing less, or for the sake of ease and clarity, we welcome and encourage you to forward this requirement sheet and the sample COI to your insurance agent/carrier for direct submission to us.

   Questions or concerns by you or your carrier should be addressed to:
   George L. Salem, Jr., Director of Risk Management
   Dutchess County Department of Human Resources
   (845) 486-2030
   gsalem@dutchessny.gov

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A: Admitted in NYS (AM Best rated A- or better)
	INSURER B: Non-Admitted in NYS (AM Best rated A+ or better)
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR						EACH OCCURRENCE $ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000
							MED EXP (Any one person) $ 5,000
		X	X				PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG $ 2,000,000
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS	X	X				PROPERTY DAMAGE (Per accident) $
							$
X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $ 5,000,000
X	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A	X				E.L. EACH ACCIDENT $ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 100,000
							E.L. DISEASE - POLICY LIMIT $ 500,000
	Professional Liability (if required)						$1,000,000 Occurrence $3,000,000 Aggregate

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Dutchess included as additional insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability. General Liability additional insured forms CG2010 7/04 and CG2037 7/04 editions or their equivalent are included. Waiver of Subrogation in favor of County of Dutchess included on General Liability, Auto Liability, Excess/Umbrella Liability and Workers Compensation. 30 Day Notice of Cancellation or Material Change to certificate holder included.

CERTIFICATE HOLDER	CANCELLATION
County of Dutchess Attn. County Attorney 22 Market Street Poughkeepsie NY 12601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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BRADY'S
POWER EQUIPMENT INC.
231 Route 216 Stormville, NY 12582
845-221-0222

Invoice Estimate 232113

Thank you for your business! We hope to see you back soon. All sales Quotes are good for 30 days and are subject to model change.

Bill To	Ship To
Town Of Beekman Rec 4 Main St Poughquag, NY 12570	

Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
6454	Linda		(845) 223-3005	(845) 479-2347	Estimate	

Counter Person	Sales Person	Date Printed	Reference	Email Address	Department
T.B.	House Account	10/21/26	232113	bookkeeper@townofbeekmanny.us	Counter Sales

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
SCZII72V38FXEFIS	SCQW	SCAG CHEETAH II	2		2	$17,999.00	$14,039.00	$28,148.00

Description	Qty	Net Each	Amount
Factory Freight	2	$35.00	$70.00

Note

SOURCEWELL CONTRACT
THIS PRICE IS FOR CHECK OR ACH PAYMENT.
CREDIT CARD WILL ADD 3%

Invoice Total	$28,148.00
Sales Tax	$0.00
Grand Total	$28,148.00

Thank you for your business! We hope to see you back soon. All sales Quotes are good for 30 days and are subject to model change.

Notes:

Customer acknowledges receipt thereof:

**HUDSON RIVER TRUCK & TRAILER
12 Commerce Street Ext.
Poughkeepsie, NY 12603

Voice: 845-454-7669
Fax: 845-454-7726

QUOTATION

Quote Number: 150759-JY
Quote Date: Oct 14, 2026
Page: 1

Quoted To:

Beekman Highway Department
4 Main Street
Poughquag, NY 12570

Customer ID	Good Thru	Payment Terms	Sales Rep
BEE5013	11/13/26	C.O.D.	

Quantity	Item	Description	Unit Price	Amount
1.00	INSW32540	INSTALL WESTERN SANDER STAINLESS STEEL MARAUDER 4.0 YD	7,950.00	7,950.00
1.00		CASH N CARRY		
1.00		MUNICIPAL PRICING		

Subtotal	7,950.00
Sales Tax	
TOTAL	**7,950.00**

Oswego Tool & Steel

5183 State Route 104-E
Oswego, NY 13126
(315) 343 – 6712 • FAX (315) 343 – 6733

Date: 10-5-26
Attn: Kevin
Phone:

Fax:
Email:
Customer ID: Town OF Beekman Hwy

Price Quote

Quantity	Description/Part Number	Price per Unit	Total
1	SSV-MD-10 5yd		15,125.00
	Dual Electric Top Screens,		
	Install Kit, Dual Controller		
	Delivery Included		
		Subtotal	
		*Tax**	
		Grand Total	15125.00

If you are tax exempt, we will need an exemption form at the time of the official order

Notes:

Good For 30 days

Thank you Gene

For questions or to place your order, please contact:

Gene Collins, Manager
Phone: (315) 343 - 6712
Fax: (315) 343 - 6733

Emilie Beginski, Secretary
Phone: (315) 343 - 6712
Fax: (315) 343 - 6733

CHEMUNG SUPPLY CORPORATION
CHEMUNGSUPPLY.COM

EVOLUTION EDGES
A DIVISION OF CHEMUNG SUPPLY
EVOLUTIONEDGES.COM

BUILT BLADES
A DIVISION OF CHEMUNG SUPPLY AND EVOLUTION EDGES
BUILTBLADES.COM

2420 CORNING ROAD
PO BOX 527
ELMIRA, NY 14902
PHONE: 607-733-5506
FAX: 607-732-5379

10-8-26

TOWN OF BEEKMAN HIGHWAY
ATTN: KEVIN COOPER
RE: SPREADER

DEAR KEVIN,
PLEASE SEE PRICING.

QTY:
1- SMITH SSV-MO-10 DUAL ELECTRIC
TOP SCREEN
DUAL CONTROLLER
INSTALL KIT
$14,055.00 DELIVERED.

THANK YOU,
TOM WILLIAMSON
SALES REP.

Deliver to Tony
Poughquag 12570
All | saltdogg shpe1500
EN
Hello, Tony
Account for Town of Beekm...
Returns & Orders
2
All
Tech Refresh
Business Essentials
Business Gift Guide
Today's savings for your business
Lists
Try Prime Business

Sponsored

Patio, Lawn & Garden › Snow Removal › De-Icers & Salt Spreaders › Salt Spreaders

Last purchased Aug 11, 2026
Size: 1.5 Cubic Yard
View order | Product support



Click to see full view

3+

Buyers Products SaltDogg SHPE1500 Commercial Salt & Sand Spreader w/ Electrive Drive Hopper, Made In The USA, 1.5 Cu. Yds. Capacity, Stainless Steel Auger, Medium/Heavy Duty Commercial Salt Spreader

Visit the SaltDogg Store

4.2 (30) | Search this page

Typical price: ~~$5,212.00~~ Details
Government Price $5,107.76
You Save: $104.24 (2%)

Or pay later in 30 days or more. Select from 1 plan

Pay ~~$5,107.76~~ $5,007.76; **Get a $100 Amazon Gift Card instantly** upon approval for the Amazon Business Card. Terms apply. Learn more

Delivery & Support

Select to learn more

Ships from Jacks Small Engines | 30-day easy returns | Customer Support

Buying multiple items? Go to multi-select

Size: **1.5 Cubic Yard**

0.40 Cubic Yards	0.75 Cubic Yard	1.0 Cubic Yard
$4,209.48	$4,160.89 ~~$4,294.00~~	$4,517.86 ~~$4,597.00~~

1.5 Cubic Yard	2.0 Cubic Yard
$5,107.76 ~~$5,212.00~~	$5,380.86 ~~$5,553.00~~

- VEHICLE APPLICATION: Minimum bed length 75" (6'3"). Designed for standard bed (6'+) or longer 3/4T and larger trucks
- DURABLE CONSTRUCTION: 14" poly spinner broadcasts material up to 30 ft.; features a high flow chute and is removable for cleaning and storage. Includes a stainless steel auger for longevity
- PATENTED DESIGN: Double-wall poly hopper in black finish resists rust and dents, ideal for handling bulk salt or a 50/50 sand/salt mix with its 12V DC-powered electric drive

Ask Alexa

- Does it come with a remote?
- Is the hopper rust resistant?
- Why you might like this
- Does it have adjustable speeds?
- Can it spread sand?

Ask something else

$5,107.76

You will be contacted by carrier to arrange a specific date.

FREE scheduled delivery **October 21 - 22.** Details

Deliver to Town - Poughquag 12570

Only 8 left in stock - order soon.

Buy more, get it as low as $5,055.64

Quantity: 1

Add to cart

Need more than 2 units?

Request for Quote

Secure transaction

Ships from and sold by Jacks Small Engines.
Seller Credentials:
Business Hour Delivery , 889 Certification

Return policy:
30-day refund/replacement

Add a protection plan:

- ☐ 2-Year B2B Auto Accessories Protection Plan for $164.99
- ☐ 3-Year B2B Auto Accessories Protection Plan for $208.99

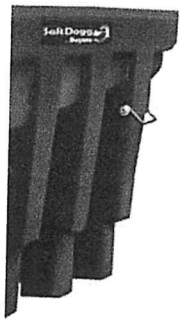
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OEM Buyers SaltDogg

Saltdogg-Buyers SHPE-1500 Poly V-Box Salt Spreader @OEM Buyers SaltDogg

MADE IN THE USA

BLACK 1.5 cu yd POLY Salt Dogg

Standard Chute

$5,212.00

Original Price: ~~$6,515.00~~ 20% off

$ 99 / mo

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Buyers Tarp Salt Dogg 1500 Series

No - Buyers Tarp Salt Dogg 1500 Series

Item #: SHPE1500

Buyers Tarp Salt Dogg 1500 Series: No - Buyers Tarp Salt Dogg 1500 Series

Quantity: 1

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