PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2024223

RE: AMENDING THE 2024 ADOPTED COUNTY BUDGET AND AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BEEKMAN AS IT PERTAINS TO CAPITAL BUILDING IMPROVEMENTS FOR THE SHARED USE SALT SHED IN THE TOWN OF BEEKMAN, DUTCHESS COUNTY

Legislators METZGER, GARITO, TRUITT, HOUSTON, POLASEK, and GORMAN offer the following and move its adoption:

WHEREAS, in 1992, by Resolution No.920207, the County of Dutchess ("County") and Town of Beekman ("Town") entered into an Intermunicipal Agreement for a joint project to construct, lease and maintain a Shared Sand/Salt Storage and Handling Facility ("Salt Shed"), and

WHEREAS, said Intermunicipal Agreement provided that the County pay annual rent to the Town for its use of the salt shed and the Town was required to be responsible for routine maintenance of the building, with the parties sharing equally in other maintenance, repairs and capital replacements, and

WHEREAS, said Intermunicipal Agreement has been amended and extended over the years, most recently by an Addendum to Extend Salt Shed Agreement, dated November 30, 2023, and

WHEREAS, the Salt Shed is now more than thirty (30) years old and is need of various repairs and capital improvements, and

WHEREAS, in exchange for the continued use of the Salt Shed through March of 2024, the Department of Public Works ("DPW") agreed to pay for a building condition assessment and investigate necessary repair costs, and

WHEREAS, the building condition survey and report was completed in March 2023 and based upon the findings and recommendations therein, the Town and the County have come to an agreement on the improvements necessary to extend the Salt Shed's useful life as follows: Roof Demo/Siding Prep in the amount of $70,500; Siding Repair/Painting/Roof in the amount of $365,000; Electrical Repairs in the amount of $35,000 and contingency in the amount of $54,500 for a total project cost of $525,000, and

WHEREAS, the Town and County wish to enter into a new Intermunicipal Agreement providing for the County's lease and use of the Salt Shed, as well as the terms of a joint project, whereby the parties will share equally (50/50) in the construction costs for the agreed upon improvements deemed necessary to extend the useful life of the Salt Shed, and

WHEREAS, the County's share of the estimated $525,000 is $262,500, and DPW is permitted to use unspent funding in the amount of $170,300 from previously authorized roof replacement capital projects to offset the cost of the roof replacement portion of this project, and will contract for the agreed upon improvements and seek reimbursement from the Town for its share of the costs, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, General Municipal Law Section 119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, the DPW has determined that this project is a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.5 of the NYCRR ("SEQRA"), and would not have a significant effect on the environment, and

WHEREAS, the County and the Town now desire to enter into an Intermunicipal Agreement for the County's use of the Beekman Salt Shed and to codify the Town's financial participation in the project, and

WHEREAS, it is necessary to amend the 2024 Adopted County Budget to provide funds to meet the County's obligation for the aforesaid period, and

WHEREAS, it is necessary for the Legislature to approve the annexed Intermunicipal Agreement and to authorize the County Executive or her designee to execute the agreement and any additional documents necessary to effectuate said agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed Intermunicipal Agreement and authorizes the County Executive or her designee to execute such agreement in substantially the same form as attached hereto, and be it further

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project will <u>not</u> have a significant effect on the environment, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2024 Adopted County Budget as follows:

APPROPRIATIONS		
Increase		
H0649.1620.3150	Building Reconstruction	$354,700
A.9950.9000	Interfund Transfers	$ 92,200
		$446,900
REVENUES		
Increase		
H0649.1620.23970	Capital Projects, OthGov	$262,500
H0649.1620.50310	Interfund Transfers	$ 92,200
A9998.95110.87	Appropriated Reserve Capital	$ 92,200
		$446,900

CA-139-24
AMS/rjw
G-1720-G
11/12/24; rev'd 11/25/24
Fiscal Impact: See Attached

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 12/19/2024

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 18th day of December 2024, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 18th day of December 2024.

DUTCHESS COUNTY SEAL

LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 354,700

Total Current Year Revenue $ 262,500

and Source
Town of Beekman has agreed to split costs 50/50, or $262,500

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency, ☐ Transfer of Existing Appropriations, ☑ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $92,200

Over Five Years: _____

Additional Comments/Explanation:

The estimated cost of the agreed upon improvements is $525,000 and the Town of Beekman has agreed to both the scope of planned improvements and to share the cost on a 50/50 basis. Therefore, the County's share of the total estimated cost is $262,500. The County is able to use unspent funding from previously authorized roof replacement capital projects for the roof replacement portion of this project, which amounts to $170,300. The County intends to contract for the necessary improvements and seek reimbursement from the Town of Beekman for its share of the costs.

The Department is also seeking authorization to allow the County Executive to sign an Inter-Municipal Agreement (IMA) and other related documents for the County's continued use of the Beekman Salt Shed and to codify the Town's financial participation in the project.

Prepared by: Robert H. Balkind, P.E. (28) Prepared On: 11/25/24

DutLpdf

SUE SERINO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Rachel Kashimer, Deputy County Executive

From: Robert H. Balkind, P.E., Commissioner

Date: November 25, 2024

Re: RESOLUTION REQUEST – FUNDING AND EXECUTION OF AN INTERMUNICIPAL AGREEMENT – CAPITAL BUILDING IMPROVEMENTS FOR THE SHARED USE SALT SHED IN THE TOWN OF BEEKMAN

In 1992, pursuant to GML Article 5-G, the Town of Beekman and the County entered into a joint project to construct a large salt shed in the Town of Beekman, used jointly by Dutchess County DPW's Beekman Highway Outpost and the Town of Beekman Highway Dept. The building is located on Town of Beekman property, and its construction was jointly funded by the County and the Town of Beekman via resolution no. 207 of 1992. The original intermunicipal agreement/lease from 1992 provided that the County pay an annual lease to Beekman for its use of the salt shed, and the Town was required to be responsible for routine maintenance of the building, with the parties sharing equally in other maintenance, repairs and capital replacements.

After a series of lease renewals, in 2022 the Town and County began discussions to renegotiate the terms of the salt shed shared use lease agreement whereby, among other things, all repair and maintenance costs would be shared equally by the parties.

The Salt Shed is now more than thirty (30) years old and is in need of various repairs and capital improvements.

The County agreed to pay for a building condition assessment and investigated necessary repair costs in exchange for a 1-yr extension of the agreement with the Town of Beekman to allow continued County use of the shed through March 2024.

The Department commissioned a building condition survey and report, which was completed in March 2023. Based on those findings and recommendations, the parties came to an agreement on the improvements necessary to extend the salt shed's useful life. The Department has obtained estimates for the work to be completed, and the cost breakdown is as follows:

Roof Demo / Siding Prep	$70,500
Siding Repair / Painting / Roof	$365,000
Electrical Repairs	$35,000
Contingency	$54,500
Project Total	**$525,000**

The estimated cost of the agreed upon improvements is $525,000 and the Town of Beekman has agreed to both the scope of planned improvements and to share the cost on a 50/50 basis. Therefore, the County's share of the total estimated cost is $262,500. The County is able to use unspent funding from previously authorized roof replacement capital projects for the roof replacement portion of this project, which amounts to $170,300. The County intends to contract for the necessary improvements and seek reimbursement from the Town of Beekman for its share of the costs.

The Department is also seeking authorization to allow the County Executive to sign an Inter-Municipal Agreement (IMA) and other related documents for the County's continued use of the Beekman Salt Shed and to codify the Town's financial participation in the project.

This project constitutes a SEQR Type II action, as it is a repair in-kind of an existing facility. As such, there is no further environmental permitting required. Please contact this office with any questions.

c: Mary F. Aldrich, MA, CPFO, DPW Director of Fiscal Services
Brendan McAllister, Buildings Administrator

Attch.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, 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 municipal corporation, whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, in 1992, pursuant to General Municipal Law Article 5-G, the parties herein entered into a joint project to construct a sand/salt storage and handling facility (the "Salt Shed") to serve as a storage and distribution center for salt, sand, and the like, and successor materials for use in snow and ice control and related operations for the benefit of both parties, and

WHEREAS, the parties achieved significant cost savings by constructing a single structure with a shared service area to provide for the individual needs of each party, and

WHEREAS, the Salt Shed was constructed at the Town Hall/Highway complex located in the Poughquag Hamlet area of the Town of Beekman, and

WHEREAS, sometime after October 30th, 2012, the Town with the County's approval, constructed an addition to the Salt Shed, solely for use by the Town, and said addition, and the entrance and staging area for same is not considered a part of the Salt Shed under this Agreement, and

WHEREAS, the Salt Shed is now more than thirty (30) years old, and is in need of various repairs/improvements, and

WHEREAS, the parties wish to enter into a new joint project and lease agreement to allow for such repairs/improvements to be made to the Salt Shed (the "Joint Project") in 2025, with the parties sharing in the cost of same, and for the continued use and maintenance of same by the parties for a ten (10) year period under the terms and conditions herein (the "Agreement"), and

WHEREAS, by Resolution No. _____, the Dutchess County Legislature has authorized the County Executive, or her designee, to enter into an agreement with the Town, and

WHEREAS, by Resolution No. _____, the Town of Beekman _____ has authorized the Town Supervisor, or her designee, to enter into an agreement with the County, and
NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF JOINT PROJECT. The County and Town have inspected the current state of the Salt Shed and have identified and agreed upon a list of repairs/improvements necessary to return the Salt Shed to a state of good repair. Said list of repairs/improvements, including cost estimates for same, is attached hereto, and made a part hereof as Exhibit "A".

2. LOCATION OF JOINT PROJECT. The facility which is the subject of the Joint Project is located on approximately two acres at the Town Hall/Highway Complex (Town Complex) located at CR7/Beekman Poughquag Road, (Grid Nos. 02-6758-12-807742, 02-6758-12-769727, 02-6758-12-836750, 02-6758-12-840735) and consists of a shared access and staging area and a structure of approximately 16,640 square feet which is divided by a common wall and equally shared by the parties. The Salt Shed shall continue to be used as a storage and distribution center for salt, sand, and the like and successor materials for use in snow and ice control and related operations as well as such other County uses as may ultimately be appropriate. The County shall have the right of ingress and egress to the facility over and across the Town Complex and each party shall have exclusive use of its own portion of the structure and use in common of the staging area, all as shown and more particularly described in Exhibit "B", attached hereto and made a part hereof.

3. LEASE TO COUNTY. The Town demises and leases to the County and the County leases from the Town the portion of the facility as set forth in paragraph "2" above for an initial term of ten (10) years measured from the date of this Agreement.

4. RENT. Since the parties shared equally in the capital costs of the original design and construction of the Salt Shed, are sharing equally in the construction costs of this Joint Project, and the County has agreed to pay the "soft costs" associated with this Joint Project estimated at TWENTY-SEVEN THOUSAND SEVEN HUNDRED ($27,700) DOLLARS, the County shall have no further obligation to make any payments to the Town for the use and occupancy of the facility and appurtenances, nor the staging area which it shall use in common with the Town.

5. OPTION TO RENEW. Upon expiration of the initial ten (10) year term, the County shall have the right to renew this Agreement for two (2) separate periods of five (5) years upon the same terms and conditions as set forth herein, however, that at least ninety (90) days prior to the expiration of the initial term or any extension herein granted, the County shall give written notice to the Town of its intent to renew.

6. ESTIMATED COST OF JOINT PROJECT. All actual Joint Project repair/maintenance upgrade costs shall be shared equally by the parties, except to the extent that any costs are the result of the negligence of either party, or as otherwise specifically provided herein. The Joint Project construction costs shall include, but not be limited to, construction and related services, and other miscellaneous items related to the agreed upon repairs/improvements. The parties estimate that the total cost of the Joint Project shall not exceed FIVE HUNDRED TWENTY-FIVE THOUSAND ($525,000) DOLLARS. (See Exhibit "A" for breakdown of estimates).

7. COSTS IN EXCESS OF ESTIMATE. If the total actual construction costs of the Joint Project are within 10% of the above estimates, the parties agree to share the total Joint Project construction costs equally. If the actual costs exceed the above estimate by more than 10%, the parties shall make a good faith effort to negotiate how such excess costs will be paid.

8. SALT SHED MAINTENANCE. The parties currently occupy the subject salt shed and shall continue to do so during the period of the repairs/improvements. After completion of the Joint Project, the Town and the County shall share equally in the maintenance of the Salt Shed facility, in its entirety, and keep same in good condition, including the interior space occupied exclusively by the County, the staging area, access ways, roof, walls, liner containment system, and all of the facilities systems and components. The Town and the County shall perform two (2) assessments each year, one in the spring and one in the fall, during the term of this Agreement and any extension of same to determine if any maintenance, repair or replacement is necessary to keep the Salt Shed in good working order. If the parties agree that certain maintenance, repair or replacement is necessary, the Town and the County shall identify same and determine how such work shall be accomplished and funded before any work is undertaken. Unless the parties agree that the Town should be responsible for procuring any identified work, the County shall be responsible for same. In the event of a dispute between the parties relating to this Section 8, and specifically as to what maintenance, repair or replacement is necessary to keep the Salt Shed in good working order, the County, in its sole discretion, shall make the final decision. All decisions made at County's discretion in accordance with Paragraph 8 shall be made in good faith and based upon reasonable commercial standards. Additionally, in the event of a dispute whereby the County determines certain work is not required as provided for herein, the Town may elect to perform the work unilaterally at its own expense. Such unilateral performance of repair or capital work by one party shall not otherwise affect or alter the other party's rights under this Agreement. Damages that are the result of the negligence of any individual party shall be repaired by that party at is sole expense. The Town shall ensure the facility is and continues to be in compliance with any and all applicable federal, state or local laws, rules, or regulations from and after initial occupancy including, but not limited to the Americans with Disabilities Act and Occupational Safety and Health Act.

Additionally, should either party become aware of any maintenance or repair issue not identified during either of the two (2) yearly scheduled assessments, that party shall notify the other in accordance with Section 12 herein at its earliest possible convenience.

9. MUTUAL INDEMNIFICATION BETWEEN THE PARTIES.

The parties shall indemnify and hold harmless one another from and against all costs, expenses, payments, charges, losses, demands, liabilities, actions, civil proceedings, penalties, fines, damages, judgments, orders, including reasonable attorney's fees and court costs, or whatever nature which may be suffered, incurred or paid by either party at any time under this Agreement relating to or asserted against the parties arising out of their respective work and or responsibilities under this Agreement. A party shall not be indemnified for its sole negligence or gross negligence or willful misconduct. This provision shall also include Environmental Claims, as applicable and in accordance with CPLR Article 14.

The provisions of this Indemnity Section shall survive the expiration of this Agreement.

10. UTILITIES. Each party shall pay those utility costs arising out of its use and occupancy of the facility. All services shall be separately metered.

11. FIRE, DAMAGE, CATASTROPHE OR CASUALTY LOSS. If the facility is destroyed or damaged by fire, catastrophe, casualty, or other cause, the parties, upon mutual consent, may agree to share the costs/obligation to repair and rebuild same. The parties shall carry insurance at the replacement value of the facility.

12. 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:

To the County:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, NY 12601

Commissioner of Public Works
Dutchess County Department of Public Works
646 Dutchess Turnpike
Poughkeepsie, NY 12603

To the Town:

Town Supervisor
Town of Beekman
4 Main Street
Poughquag, NY 12570

Highway Superintendent
Town of Beekman
4 Main Street
Poughquag, NY 12570

By giving the other party at least ten (10) days' prior written notice, either party may, by Notice given as provided above, designate a different address, or addresses for Notices.

13. QUIET ENJOYMENT. The parties agree that, upon making any payments provided for herein and observing and performing all the terms, covenants, and conditions on each party's part to be observed and performed, each may peaceably and quietly enjoy its use of the facility as defined herein.

14. COUNTY MAY ERECT SIGNS. The County shall have the right to erect signs identifying the facility as a County facility and to park employee vehicles and other vehicles related to the facility on site in designated areas.

15. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Town, the County, and any sub-contractors, shall maintain at their own cost the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

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

a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's 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).

c. In the event that the any party 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.

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

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation 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, property damage liability. The County must be listed as additional insured on the Town's policy; the Town must be listed as additional on the County's policy; both the Town and the County shall be listed as additional insured on the policy by any subcontractor hired to perform work related to the Project. 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.

The Acord form certificate of insurance must contain the following provisions:

(A) 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.

(B) The commercial general and automobile policies are primary and noncontributory.

(C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.

(D) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

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 the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County or the Town, its officers, or its employees, and the subcontractor hired by the Town, shall be excess and noncontributory insurance to that provided by the Party. The County, the Town and the subcontractor hired by the Town, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the parties in accordance with the notice provision found in Article 12 herein.

On receipt of such notice, the parties shall require replace the cancelled insurance policy or rectify any material change in the policy, so that the insurance coverage required by this Article is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County and Town. Failure of a party to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve said party from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of any party concerning indemnification.

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

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.

16. NON-ASSIGNMENT. This Agreement may not be assigned by either party, without the previous written consent of the other party.

17. TERMINATION.

(a) Without cause. The County may terminate this Agreement upon thirty (30) days prior written notice to the Town of its intent to terminate without cause.

(b) With cause. Subject to 17(c) herein, the County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Town of its termination with cause. Such termination with cause shall provide specific reasons justifying the County's termination.

(c) Cure Period. Prior to termination with cause for a breach of this Agreement pursuant to this Article 17, the County must first notify the Town of the breach and give 30-days' notice to cure the alleged breach. If after 30-days from notice of a breach there is no response or corrective action by the Town, the County may terminate the Agreement with cause. Notice to the Town to cure any breach of this Agreement is subject to Article 12 of this Agreement.

18. EVENT OF DEFAULT. In the event of a default, the parties shall retain a mutual right to avail itself of any remedies they are entitled to at law or in equity.

19. INDEPENDENT CONTRACTOR STATUS. The parties agree that they shall not hold each other out to be employees or officers of the other, and that therefore, neither Federal, State nor local income tax nor payroll tax of any kind shall be withheld or paid by either party on behalf of the other or its employees; that neither party shall be eligible for, and shall not be entitled to participate, in the other's pension, health, retirement or other fringe benefit plan(s); that neither party shall have Workers' Compensation or disability coverage through the other's providers; and that neither party shall be entitled to make a claim against the other's for these or any other rights or privileges of an officer or employee of each party.

20. 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.

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

22. 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.

23. 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".

24. 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.

25. AUDIT. The parties shall maintain an accounting system that enables each party to readily identify assets, liabilities, revenues, expenses and disposition of County or Town funds. Records should include, but not be limited to, those kept by the parties, their employees, agents, assigns, and subcontractors.

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 and/or Town Comptroller. The parties shall submit any and

all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County or the Town.

26. 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 Contractor at the address indicated in the introductory paragraph of this Agreement.

27. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures.

28. RULES OF CONSTRUCTION. This contract 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.

29. 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, in accordance with Section 362 of the NYS County Law and Section 112 of the NYS Town Law, neither party shall have any liability under this contract to anyone else beyond funds appropriated and available for this contract. 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. It is further understood by the parties that nothing in this Agreement may be construed to prevent the allowance of any claim by the respective legislative bodies for any lawful purpose in excess of the amount appropriated for such year for such purposes, where each legislative body has by resolution transferred sufficient funds to the budgetary fund in accordance with County and Town law, respectively.

30. 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 on the ___ day of _____, 2024.

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Susan Serino
County Executive

APPROVED AS TO CONTENT:

TOWN OF BEEKMAN

BY: _____

Robert H. Balkind, P. E.
Commissioner of Public Works

Mary B. Covucci
Town of Beekman Supervisor

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this day of , 2024. before me, the undersigned, personally appeared Susan Serino, County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this day of , 2024, before me, the undersigned, personally appeared Mary B. Covucci , Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

SALT SHED REPAIR/IMPROVEMENT ESTIMATES:

Electrical repairs - $35,000
Roof Demo/Siding Repair - $70,500
Roof Replacement/Siding Paint - $365,000
Contingency - $54,500

Total - $ 525,000

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 10 - City of Poughkeepsie	Johnson (VC)	Absent	
District 12 - East Fishkill	Metzger (C)	Absent	
District 13 - East Fishkill and Wappinger	Paoloni		
District 15 - Wappinger	Faust		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ____

Total : 9 (Yes) 0 (No)
Abstentions: 0

2024223 AMENDING THE 2024 ADOPTED CONTY BUDGET AND AUTHORIZING INERMUNICIPAL AGREEMENT WITH THE TOWN OF BEEKMAN AS IT PERTAINS TO CAPITAL BUILDING IMPROVEMENTS FOR THE SHARED USE SALT SHED IN THE TOWN OF BEEKMAN, DUTCHESS COUNTY

DECEMBER 18, 2024

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger	Absent	
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	Absent	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 20 **Absent:** 5 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 20 **Yes** 0 **No**

Abstentions: 0

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