



**TOWN OF DOVER**  
**RECREATION DEPARTMENT**  
**126 East Duncan Hill Rd., Dover Plains, NY 12522**

**REQUEST FOR PROPOSALS FOR**  
**2019 TOWN MOWING AND TRIMMING SERVICES**  
**PRC# 2019900265**

Requests for proposal will be available starting Monday, March 11, 2019 and accepted until 10 a.m. on Monday, March 25, 2019, by the Town Clerk at the above address and the publicly read.

A site walk of town properties included in this RFP will be held and begin at 10 a.m. on Wednesday, March 20, 2019 at Dover town Hall, 126 East Duncan Hill Rd., Dover Plains, NY 12522.

Interested bidders are asked to read a copy of the Town of Dover Town Code, Chapter 17, "Ethics" included in this packet.

Questions and clarifications on the content of this request for proposal will be accepted until noon on Friday, March 22, 2019 by contact the Town of Dover Recreation Department at (845) 832-9168.

The Town of Dover is an equal opportunity employer.

**TOWN OF DOVER, NY  
AGREEMENT FOR SERVICES FOR  
2019 TOWN MOWING AND TRIMMING SERVICES**

THIS AGREEMENT FOR SERVICES dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Dover, located at 126 East Duncan Hill Road, Dover Plains, New York 12522 and \_\_\_\_\_ of \_\_\_\_\_.

In consideration of the mutual agreements set forth in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **SCOPE OF SERVICES:** Contractor is hereby retained by the Town to perform the services described in the RFP Specifications for Mowing and Trimming 2019 for the Town of Dover Recreation Department, attached as "Attachment A" and made a part of this Agreement. The Contractor shall meet with the Town Recreation Director as necessary for carrying out this Agreement. The Town must agree in writing to any change to the project scope and schedule.
2. **COMPENSATION AND PAYMENT:** Compensation for the above services shall be billed and paid for in the amounts set forth in RFP specifications as set forth on the Request for Proposal Form/Price Page attached hereto as "Attachment B". The Contractor is responsible to submit an invoice and documentation of the services and/or purchases as well as a certified payroll to the Town of Dover, 126 East Duncan Hill Road, Dover Plains, New York, 12522 in accordance with the Town's adopted audit procedures.
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on April 1, 2019, and shall continue through the project completion date of November 15, 2019 unless earlier terminated in accordance with this Agreement.
4. **INDEPENDENT CONTRACTOR:** It is agreed that the Contractor is and shall be, in all respects, an independent contractor in performing the services described herein. Neither the Contractor or employees shall be deemed employees of the Town by reason of this Agreement. The Contractor shall at all times maintain worker's compensation coverage, unemployment and other insurance as required by law.
5. **CONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this Agreement until they have obtained all insurance required by law, including without limitation statutory worker's compensation and employee liability coverage, as well as general liability and automobile liability insurance in an amount not less than \$1,000,000. Contractor will provide the Town a copy of its insurance policy and relevant endorsement pages annually and at any time during the term of this Agreement if the Contractor's insurance shall expire, be cancelled or fail to be renewed. Any accident shall be reported to the office of the Supervisor as soon as

possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible, and no later than three (3) days after the date of such accident.

6. **COMPLIANCE WITH LAW:** Contractor agrees to comply with the provisions of the Town Law, the General Municipal Law, Local Finance Law, Labor Law, and all the local laws of the Town, and such other laws, rules and regulations as are applicable to the performance of its services under this Agreement.

7. **TERMINATION OR SUSPENSION:** The Town may at any time during the term of this Agreement terminate or suspend this Agreement by mailing to Contractor 30 days prior written notice of such termination, in which event Contractor shall be entitled to compensation for acceptable completed services rendered in accordance with the terms of this Agreement through the date of termination. Final payment shall be subject to receipt by the Town of all records, documents and data pertaining to services rendered under this Agreement, which shall be provided within ten (10) days of termination. The Town shall have the right to stop work or terminate the contract immediately if:

- a. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- b. A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- c. The Contractor refuses or fails to provide the services or any part thereof with due diligence; or
- d. The Contractor fails to make prompt payment to persons supplying materials or labor for the services; or
- e. The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- f. The Contractor is in material breach of any provision of this contract.

8. **BINDING AGREEMENT:** Each party represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

9. **SEVERABILITY:** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

10. **NOTICES:** All notices to either party hereunder must be in writing, signed by the party giving it, and shall be served personally or sent by first class, certified (return receipt) mail to:

To the Town:           TOWN OF DOVER  
Town Supervisor  
126 East Duncan Hill Road  
Dover Plains, NY 12522

11. ENTIRE AGREEMENT: This written Agreement contains all the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties, or to vary any of the terms contained herein.

18. WAIVER: No waiver of any condition of this Agreement shall be binding unless in writing and signed by the party. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Agreement dated as of the date first above written.

**TOWN OF DOVER**

\_\_\_\_\_  
By: Linda French, Town Supervisor

**CONTRACTOR**

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Printed full legal name of Contractor)

## Attachment A

### **BID SPECIFICATIONS FOR MOWING AND TRIMMING FOR THE TOWN OF DOVER**

#### **Specifications:**

Weekly mowing and trimming, to be performed every Thursday, or every Friday if it is raining on Thursday, from April 1, 2019 to November 15, 2019, as follows:

- **J.H. Ketcham Park (Dover)**  
Mow the entire area, trim around wooded border of park, along sides of any fences, and around the area that is being filled in by dirt.  
Trim around house, playground area, out house, under bleachers, along the baseball field, fenced dugouts inside and out, and any fences that may be there.
- **J.H. Ketcham Memorial Pavilion (Mowing all areas to be done WEEKLY)**  
Mow all areas inside ball field, picnic area, and fenced-in picnic area.  
Trim under fences, under bleachers, around the pavilion area, around all backstops, dugouts, and entrance to park (mainly on one side of entranceway before gate area).  
Trim inside pavilion gate, around concrete block, around bathrooms, around beverage shack and around barbeque.
- **Palmer Field**  
Mow length and width of field, around perimeter of field and entranceway.  
Trim around backstop, entranceway and fences.
- **Tabor Wing House (old library)**  
Mow all grass on property, including front, back and sides of house.  
Trim around all driveway areas, around trees, around flowers, around path, around house and around all fences.
- **American Legion Memorial Grounds / Dover Veterans Memorial Library**  
Mow all grass areas, including back, front, and sides of building.  
Trim all flower areas, paths (sidewalk) areas, around building, around shed, under fence, and around parking lot.  
Trim or mow parking area on the American Legion side (square space on the right side of entrance). ALL MOWING TO BE DONE WEEKLY.
- **Town Hall**  
Mow all grass areas, including sides and front of building. Mow along hill area by the parking lot. Mow all islands.  
Trim around building, around all islands, and around fences and trees.

- **Thomas J. Boyce Park**

Mow all areas, including ball fields, soccer fields, picnic areas, entranceway, area around pond and front of park, all horse paths located on top of hill, around horse arena, in front of horse arena, Radio Flyer area on top of hill, behind Little League and softball fields, under moveable bleachers and under benches.

Trim entire park, around pond, under fences, under bleachers, around all buildings, around all pathways, around all trees and bushes, around logs, around pavilion, around playground and picnic tables, around horse jumps on top of hill and around entrance area.

- **Stone Church Mowing Area**

***Park all equipment on the Cart Road entrance area.***

\* Entrance Way (From Route 22 Entrance area)

Mow and weed whack: *(2 times monthly)*

1) stairs *(2 sets)*

2) Between trees and the edge of walking path in the field between the stairs from the Rt. 22 entrance and the stairs that begin the trail.

3) Mow from the entrance path beyond the trees and give it an edge before the tall grass begins again.

\* Trails (From the Cart Road Entrance Area) *(2 times monthly)*

1) Mow all trails, and dirt road from the Cart Road Entrance Area.

\* Mow everything (all grassy areas) on the other side of the brook.

1) Mow all existing trails, small field near and around the pond area. (No weed whacking around the pond, let grasses grow tall.)

**MOW ALL LARGE FIELDS TWO TIMES A SEASON.**

**Please Note: All Mowing and Trimming shall be done 2 times per month.**

- **J.H. Ketcham Hose Company – Station 1 & Station 2**

Mow all grass areas, including back, front, and sides of building.

Trim all necessary areas weekly.

**Vendor Qualifications:**

Bidder must have at least seven (7) years of experience as a Landscape Maintenance Contractor and must have been engaged in contracting under its present firm or trade name for at least seven (7) years.

Bidder must have the equipment and employees necessary and sufficient to complete the scope of the contract as outlined in the specifications herein. The following type of equipment may likely be necessary to complete the scope of the contract:

Riding or walking mowers with a cut of 48" – 72" swath

Hand mowers

Trimmers (weed whackers)

Backpack blowers

Attachment B

**REQUEST FOR PROPOSAL FORM/PRICE PAGE**

Town of Dover Recreation Department  
2019 Mowing and Trimming Services  
PRC # 2019900265

Total fee for period of April 1, 2019  
through November 15, 2019: \$ \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

I affirm the enclosed request for proposal contains the following  
required documents: (please check every item below to indicate it is included):

\_\_\_\_\_ Request for Proposal (RFP) Certification

\_\_\_\_\_ Certificate of Authority

\_\_\_\_\_ Non-collusion statement

\_\_\_\_\_ Agreement to provide required insurance

\_\_\_\_\_ Professional References

\_\_\_\_\_ Iranian Energy Divestment Statement

\_\_\_\_\_  
Signature of Bidder or Bidder's  
Representative

**TOWN OF DOVER**  
**RFP CERTIFICATION**

TO: Town of Dover, NY

No member of the Town of Dover, New York, nor any officer or employee or person whose salary is payable, in whole or in part, from the treasure of said Town is directly or indirectly interested in this RFP or in the supplies, material, equipment, work or services to which is related, or in any portion of the profits thereof.

Said prospective vendor has carefully examined the instructions of the RFP, schedules and specifications prepared under the direction of the Town Clerk and will, if successful in this RFP, furnish and deliver at prices and within merchandise, services or labor which this RFP is made.

The prices quoted herein are net and exclusive of all Federal, State and Municipal sales and excise taxes.

We agree that the Town of Dover is to be the sole judge of equivalency and in submitting this RFP we agree to the decision of the Board and waive all rights to question or contest with respect to equivalency.

Further we attest that neither this company nor any of its principals have been prosed for debarment, been debarred or been suspended by a federal agency in accordance with 7 CFR part 3017.

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Signature Date

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Printed Name

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Title

---

Name of Company

---

Address

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Telephone Number



**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than Officer executing proposed documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under  
the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of  
execution, \_\_\_\_\_ of the Contractor; that said agreement  
(Title of such person)

was duly signed for in behalf of said Contractor by authority of its Board of  
Directors, thereunto duly organized, and that such authority is in full force  
and effect at the date hereof.

STATE OF NEW YORK) \_\_\_\_\_  
COUNTY OF DUTCHESS) SS.: (Signature) (Corporate Seal)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be  
the \_\_\_\_\_ of \_\_\_\_\_  
(Title)

the corporation described in and which executed the above certificate, who  
being by me duly sworn did depose and say that he, the said \_\_\_\_\_  
resides at \_\_\_\_\_, and that he is \_\_\_\_\_  
\_\_\_\_\_ of said corporation and know the corporate seal of  
the said corporation; that the seal affixed to the above certificate is such  
corporate seal and that it was so affixed by order of the Board of Directors of  
said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public Country

**NON-COLLUSION STATEMENT**

By submission of this Request for Proposal, each RFP applicant and each person signing on behalf of any RFP applicant certifies and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) the price in this RFP has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other RFP applicant or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the RFP applicant and will not knowingly be disclosed by the applicant prior to opening, directly or indirectly, to any other RFP applicant or to any competitor; and
- (3) no attempt has been made or will be made by the RFP applicant to induce any other person, partnership or corporation to submit or not to submit an RFP for the purpose of restricting competition.

State of New York     )  
                                  ) ss.:  
County of Dutchess    )

Name of Person/Business submitting RFP: \_\_\_\_\_

Print Name: \_\_\_\_\_

Office/Partner/Individual's signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Required Insurance:**

The successful Contractor shall comply with the Social Security and Unemployment Insurance Laws, as now or hereafter enforced, and holds the Town of Dover harmless against any demands for contribution of taxes with respect to the work payable under any such laws. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, before commencing work on the Town premises, provide and maintain minimum insurance coverage until the work is completed and accepted by the Town, as follows:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation	Statutory
Employer's Liability	Statutory
Comprehensive General Liability	\$1,000,000
- Bodily Injury	Combined Single Limit
- Property Damage (including coverage for damage caused by blasting, collapse, or structural injury and/or damage to underground utilities where applicable, and in all instances, coverage for damage to property in the Contractor's care, custody or control) with the Town included as an additional Insured.	Each Occurrence
Contractor's Protective Liability, operations of Sub-contractors, where applicable	\$2,000,000 Aggregate (General & Completed Operations)
- Bodily Injury	\$1,000,000
- Property Damage	Combined Single Limit
Contractor's Liability in accordance with agreement(s) Between Town and Contractor	Each Occurrence
- Bodily Injury	\$1,000,000
-Property Damage	Combined Single Limit
Comprehensive Automobile Liability covering all owned, hired, and non-owned automotive equipment used by or with the permission of the Contractor (including the loading and unloading thereof)	Each Accident
-Bodily Injury	\$1,000,000
-Property Damage	Combined Single Limit
Excess Liability	Each Accident
	\$2,000,000

All such insurance policies shall be delivered to the Town Clerk, if and when directed by the Town, and in any event, the Contractor shall arrange with the insurance carriers to furnish the Town with a completed Certificate of Insurance Form, naming the Town as additional insured, indicating that the required coverage's are in force and will not be cancelled or changed until thirty (30) days after written notice is given to the Town.

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Date

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Contractor's Signature

**REQUIRED REFERENCES**

Please list below any Municipalities for whom you have performed similar work in the past:

<b>MUNICIPALITY NAME</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>

Please list below any other references for which you have performed similar work in the past:

<b>ORGANIZATION NAME</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>

## **IRANIAN ENERGY SECTOR DIVESTMENT**

Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

(a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or GIB13 products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a

(b)."The Town of Dover will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award.

In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor.

The Town reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The Investment activities in Iran were made before April 12, 2012, the Investment activities in Iran have not been expanded or renewed after April 12, 2012;
- (2) The Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the Investment activities in Iran and to refrain from engaging in any new Investments in Iran; or
- (3) The Town of Dover has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the Town of Dover would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Town in writing and shall be a public document.

**Certification Pursuant to Section 103-g of the New York State  
General Municipal Law**

(To be returned with proposal)

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered.

Such determination shall be made in writing and shall be a public document.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **Chapter 17**

### **ETHICS, CODE OF**

#### **§ 17-1. Purpose; construal of provisions.**

These rules shall serve as a guide for official conduct of the officers and employees of the Town of Dover. The rules of ethical conduct of this chapter, as adopted, shall not conflict with, but shall be in addition to any prohibitions of Article 18 of the General Municipal Law or any other general or special law relating to ethical conduct and interest in contracts of municipal officers and employees.

#### **§ 17-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**INTEREST** — A pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

**MUNICIPAL OFFICER OR EMPLOYEE** — An officer or employee of the Town of Dover, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer fireman or civil defense volunteer, except a Chief Engineer or Assistant Chief Engineer.

#### **§ 17-3. Standards of conduct.**

Every officer or employee of the Town of Dover shall be subject to and abide by the following standards of conduct:

- A. **Gifts.** He shall not directly or indirectly, solicit any gift or accept or receive any gift having a value of \$25 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence him or could reasonably be expected to influence him in the performance of his official duties or was intended as a reward for any official action on his part.
- B. **Confidential information.** He shall not disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interest.
- C. **Representation before one's own agency.** He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he is an officer, member or employee or of any municipal agency over which he has jurisdiction or to which he has the power to appoint any member officer or employee.



- D. Representation before any agency for a contingent. He shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of his municipality, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matters, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
- E. Disclosure of interest in legislation. To the extent that he knows thereof, a member of the Town Board and any officer or employee of the Town of Dover, whether paid or unpaid, who participates in the discussion or gives official opinion to the Town Board on any legislation before the Town Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he has in such legislation.
- F. Investments in conflict with official duties. He shall not invest or hold any investment directly or indirectly in any financial, business, commercial or other private transaction which creates a conflict with or impairs the proper discharge of his official duties.
- G. Private employment. He shall not engage in, solicit, negotiate for or promise to accept private employment or render services for private interests when such employment or service creates a conflict with or impairs the proper discharge of his official duties.
- H. Future employment. He shall not, after the termination of service or employment with such municipality, appear before any board or agency of the Town of Dover in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his consideration.
- I. Disclosure of interests. The Town Board member shall recuse himself or herself from participation in discussion and voting on a matter when there is the potential for an appearance of impropriety or where the Board member has an interest or is an officer or board member in an organization conducting business with the Town of Dover. **[Added 4-26-2017 by L.L. No. 1-2017]**

#### **§ 17-4. Filing of claims against town.**

Nothing herein shall be deemed to bar or prevent the timely filing by a present or former municipal officer or employee of any claim, account, demand or suit against the Town of Dover or any agency thereof on behalf of himself or any member of his family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

#### **§ 17-5. Distribution of provisions.**

- A. The Supervisor of the Town of Dover shall cause a copy of this Code of Ethics to be distributed to every officer and employee of the town within 10 days after the effective date of this chapter. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office or employment.
- B. Failure to distribute any copy or failure of any officer or employee to receive such copy shall have no effect on the duty of compliance with such code, nor the enforcement of the provisions thereof. **[Added 2-11-1991 by L.L. No. 2-1991]**

**§ 17-6. Penalties for offenses.**

In addition to any penalty contained in any other provision of law, any person who shall knowingly or intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.