

**AGREEMENT BETWEEN
COUNTY OF SULLIVAN
AND
THE DELAWARE COMPANY**

This Memorandum of Understanding (“MOU”), effective as of _____, 2025 by and between the COUNTY OF SULLIVAN, a municipal corporation of the State of New York with its offices at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter designated as “COUNTY” and THE DELAWARE COMPANY, with office at _____, New York 127____.

WHEREAS, the New York State Education Department has allocated \$15,000 to be dispersed to the County of Sullivan via the 250th Commemoration Commission; **and**

WHEREAS, the parties agree that the funds shall only be used for the purchase and delivery of a statue depicting a Revolutionary War-era soldier which shall be installed at the Minisink Battleground Park; **and**

WHEREAS, the parties agree that the Sullivan County Revolutionary War Semiquincentennial Committee shall approve the statue’s design prior to purchase; **and**

WHEREAS, the County of Sullivan requires the following actions to be taken by The Delaware Company and acceptance of this contract indicates The Delaware Company’s full agreement to meet such requirements.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. COUNTY shall provide for the installation of the statue and the landscaping around the statue. Delivery, statue location, landscaping and installation shall be coordinated with the County Parks, Recreation and Beautification Department.

DELAWARE COMPANY shall be responsible for the following:

2. DELAWARE COMPANY hereby accepts the terms set forth by the COUNTY pertaining to the Semiquincentennial Allocation funding provided by the New York State Education Department’s 250th Commemoration Commission.

3. The \$15,000 allocation shall be provided to DELAWARE COMPANY for the sole purpose of procuring and delivering a statue that depicts a Revolutionary War-era figure, anticipated to be a rendering of a Minuteman Soldier.

4. Prior to the statue's procurement finalization, the statue's design shall be approved by the Sullivan County Revolutionary War Semiquincentennial Committee. The Committee shall approve the statue by simple majority vote of the Committee.
5. The entirety of, but no more than, the \$15,000 allocation shall be provided by the NYS Education Department directly to DELAWARE COMPANY for the procurement and delivery of the statue. Any costs incurred beyond the \$15,000 shall be the sole responsibility of DELAWARE COMPANY, and the COUNTY shall not be obligated to provide any additional funding.
6. Should the procurement and delivery of the statue cost less than the \$15,000 allocation, DELAWARE COMPANY shall expend any remaining balance of funds in keeping with the grant requirements.
7. DELAWARE COMPANY assumes joint responsibility with the COUNTY for meeting the grant's required actions, including but not limited to
 - (i) the submission of a short work plan to the NYS Education Department; and
 - (ii) submission of the final grant report to the NYS Education Department within 60 days of the statue's installation, or by September 2nd, 2026, whichever date comes first.
8. Should funding be terminated by NYS Education Department, the COUNTY shall not be obligated to continue any action undertaken by DELAWARE COMPANY with regard to this funding.

THE DELAWARE COMPANY
BY: _____
Date: _____

Joshua Potosek, County Manager
Date: _____

APPROVED AS TO FORM

ASST. COUNTY ATTORNEY
Date: _____