



TOWN OF SAUGERTIES

4 High Street
Saugerties, New York 12477

TEL: (845) 246-2800 FAX: (845) 247-0355



Fred Costello Jr.
Supervisor
Leeanne Thornton
Deputy Supervisor

Members of Town Board
Zach Horton
Michael Ivino
Mary M. (Peg) Nau

AGENDA

TOWN BOARD MEETING

NOVEMBER 5, 2025

CALL TO ORDER/PLEDGE OF ALLEGIANCE

PRIVILEGE OF FLOOR: **Richard "Doc" Kappler for Garlic Festival check presentation**

PUBLIC COMMENT PERIOD: (30 MINUTES)

SUPERVISOR'S COMMENTS:

APPROVAL OF MINUTES: -Pre-Board Meeting of 10-15-25
-Town Board Meeting of 10-15-25
-Public Hearing of 10-15-25: Extension of the Glasco
Ponds Stormwater Management District
-Bid Opening of 10-16-25: Emergency Backup Power at
the Ice Arena
-Budget Workshop of 10-29-25

APPROVAL OF BILLS:

DEPARTMENT HEAD REPORTS:

BOARD COMMITTEE REPORTS:

MOTIONS & RESOLUTIONS:

Motion-To allow the supervisor to sign the Memorandum of Agreement, as on file, between the Town of Saugerties and the United Public Service Employees Union (UPSEU).

Motion-To appoint Brigid Walsh as the alternate representative for the Town of Saugerties on the Ulster County Planning Board from January 1, 2026 through December 31, 2029.

Motion-To appoint Gilda Riccardi to the Ethics Committee to fulfill a vacancy left by the passing of Shirley McLaren with a term to expire on 12/31/28, effective immediately.

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MEMORANDUM OF AGREEMENT

By and Between

***The Town of Saugerties
("Town")***

and

***The United Public Service Employees Union
(Landfill/Sewer Treatment/Animal Control Unit)
("UPSEU")***

The January 1, 2022 through December 31, 2024 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions shall remain unchanged except modification of dates where applicable and other housekeeping items. This Memorandum of Agreement is subject to approval by the Saugerties Town Board and the membership of the UPSEU. Members of the respective bargaining teams affirm to support the Memorandum of Agreement.

1. ***Term of Agreement:***

January 1, 2025 through December 31, 2028.

2. ***Article 26, Salaries & Wages.***

Effective and retroactive to January 1, 2025, the annual base wages for members of the beginning unit shall be as follows:

DeMarco, V.	\$27.00
Fisher, M.	\$27.00
Foster, G.	\$27.00
Wood, D.	\$28.00
Hartrum J.	\$31.00
Hartrum, G.	\$32.50
Hanzel, J.	\$31.00

Haines, M.	\$27.00
Monfett, Elly	\$25.00
Bach, Morgan	\$23.00
Newkirk, Shalene	\$21.50

Effective January 1, 2026, the annual base salary for members of the bargaining unit shall be increased by 2.25% except as follows:

Monfett, Elly	\$28.00	Zoe Hartrum	\$20.00
Bach, Morgan	\$25.00	Cynthia Denise	\$20.00
Newkirk, Shalene	\$25.00	Claire Ruppert	\$21.00

Effective January 1, 2027, the annual base salary shall be increased by 3.00%.

Effective January 1, 2028, the annual base salary shall be increased by 3.25%

3. *Article 10, Overtime, paragraph E* shall be modified to read as follows:

For the purpose of computing overtime, paid holidays, personal leave days, sick leave, bereavement and vacation days shall count as if time worked.

4. *Article 26, Salaries & Wages, paragraph C.*

Effective January 1, 2026, the longevity shall be increased prospectively as follows:

1 st Anniversary	\$150	16 th Anniversary	\$3,3503,800
2 nd Anniversary	\$300	17 th Anniversary	\$3,5754,100
3 rd Anniversary	\$450	18 th Anniversary	\$3,8004,400
4 th Anniversary	\$600	19 th Anniversary	\$4,0254,700
5 th Anniversary	\$1,000	20 th Anniversary	\$4,2505,000
6 th Anniversary	\$1,1501,200	21 st Anniversary	\$4,4755,300
7 th Anniversary	\$1,3001,400	22 nd Anniversary	\$4,7005,600
8 th Anniversary	\$1,5501,600	23 rd Anniversary	\$4,9255,900
9 th Anniversary	\$1,7001,800	24 th Anniversary	\$5,1506,200
10 th Anniversary	\$2,000	25 th Anniversary	\$5,3756,500
11 th Anniversary	\$2,2252,300	26 th Anniversary	\$5,6006,800
12 th Anniversary	\$2,4502,600	27 th Anniversary	\$5,8257,100
13 th Anniversary	\$2,6752,900	28 th Anniversary	\$5,8257,400
14 th Anniversary	\$2,9003,200	29 th Anniversary	\$5,8257,700
15 th Anniversary	\$3,1253,500		

5. *Article 26, Salaries & Wages, paragraph E, Entry Level Salaries* shall be modified to read as follows:

Full-time starting salary for landfill and sewer employees at forty (40) hours will be set at \$24.50. After six months of employment, the salary shall be increased to \$25.50 and after one year of employment, the starting salary shall be \$26.50.

6. *Article 26, Salaries & Wages, paragraph F, Permanent Part-time Clerical/Landfill/Sewer* shall be modified to read as follows:

The starting salary for permanent part-time landfill/sewer/animal control shall be ~~fourteen~~eighteen dollars (~~\$14.00~~\$18.00) per hour for the life of the Agreement.

7. *Article 26, Salaries & Wages, paragraph G, Seasonal Part-time Clerical/Landfill/Sewer* shall be modified by deleting in its entirety.

~~G. The salary for seasonal part-time employees shall be a minimum of thirteen and 20/100 dollars (\$13.20) per hour for the life of the Agreement.~~

8. *Article 11, Uniforms* shall be modified to read as follows:

The Employer agrees to maintain the uniform service provided for unit members at the current level and further agrees to reimburse each unit member up to ~~one hundred seventy-five~~two hundred fifty dollars (~~\$175~~\$250) per contract year upon presentation of a receipt for the cost of OSHA approved work shoes, and effective January 1, ~~2023-2026~~ to reimburse each unit member up to ~~two hundred fifty~~two hundred seventy-five dollars (~~\$250~~\$275) per contract year. The Town shall provide two hundred twenty-five dollars (~~\$200~~\$225) per employee for the purchase of one (1) winter coat for ~~2023-2025~~ and through 2024-2028 or other pre-approved clothing purchases, such as sweatshirts, hats, gloves, etc. The Town also provides raincoats, pants, rubber boots, and gloves for unit

members' use when necessary while performing their jobs. Said employees must wear all uniforms. This provision, except for work boots, shall apply to the Dog Warden, at the Employer's option.

9. *Article 20, Health Insurance.*

A. 1. For employees hired prior to April 10, 1997, the Town shall pay one hundred percent (100%) of the premiums for health insurance. In addition, the Employer shall provide dental coverage for all permanent full-time employees hired prior to April 10, 1997, and their dependents covered by this Agreement. Employees hired after April 10, 1997 shall be required to pay ten percent (10%) of the premiums for health and dental. Employees hired after February 18, 2015 shall be required to pay twenty percent (20%) of the premiums for health and dental.

2. ~~Effective February 1, 2015, the Town shall offer all permanent full time employees the CDPHP High Deductible (QEPOL3115) with a \$2,000 single/\$4,000 family (aggregate) deductible. The Town shall fund the single HRA at \$1,625 and the family HRA at \$3,250. The Town shall offer all permanent full-time employees the CDPHP High Deductible Plan. The Town shall fund the HRA at 80% of the applicable deductible. Employees shall be responsible for any additional costs above said amounts. The Town may change health insurance plans or carriers so long as the benefits are comparable to the existing plan. Prior to any change, the Town shall provide notice to the Union.~~

3. In addition, the Town shall provide vision coverage for all permanent full-time employees. The Town shall also reimburse all Employees ~~\$175.00~~\$225.00 per year per dependent covered by this Agreement.

B. ~~The Employer will make every effort to maintain comparable coverage but reserves the right to seek carrier change. The Town shall not be responsible for any changes in health insurance co-pays or benefits which are imposed by the insurance carrier. The Employer will offer employees \$1,000 buyout for those who wish to take advantage of this option, provided that insurance is maintained by the spouse. When both spouses are employees of the Town, the employees shall be entitled to either two individual plans or a family plan. The employees shall not be entitled to the buyout.~~

C. For those permanent full-time employees who were employed by the Town for ten (10) consecutive years and who will retire from service with a pension, the Town shall provide ~~\$12,500~~\$15,000 to use by said retiree to pay for the premium cost of health insurance upon retirement, which shall be administered by the Town. The Town shall provide the employee with a yearly statement, which will notify the retiree of the amount of money remaining in the

10/24/25

retiree's account. The retiree shall notify the Town of the amount that the retiree wishes to be applied toward the monthly health insurance premium on a yearly basis. If the retiree passes away before the exhaustion of the ~~\$12,500~~\$15,000, the remainder in the retiree's account may be used by the retiree's spouse or dependents for insurance. In no event shall the account be paid in cash to the retiree or the retiree's dependents.

Dated: September __, 2025

TOWN OF SAUGERTIES

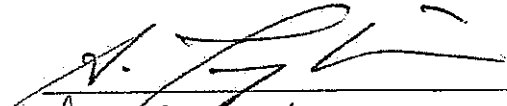
By: _____

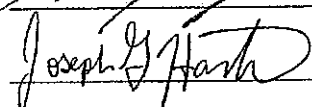
By: _____

By: _____

OCTOBER 27, 2025
Dated: ~~September~~ __, 2025

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

By:  _____

By:  _____

By: _____

AGREEMENT

Made and entered into this _____ day of _____, 2025, by and between the **TOWN OF SAUGERTIES**, by and through its Town Board, with its offices located at Town Hall, Saugerties, New York 12477, hereinafter referred to as the "**TOWN**," and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "**ROEMER WALLENS GOLD & MINEAUX**."

1. The **TOWN** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **TOWN** following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services (including Interest Arbitration, if necessary) as exemplified in Exhibit "A" which is attached hereto and made a part hereof for the following collective bargaining unit in which terms and conditions of employment for the **TOWN** and its employees are negotiated:

- i) PBA Bargaining Unit
- ii) CWA Bargaining Unit
- iii) Teamsters Bargaining Unit
- iv) Non-Union Bargaining Unit
- v) UPSEU Bargaining Unit

- (b) Consultations and advice regarding the **TOWN'S** rights and liabilities in connection with:

- i) Civil Service Law
- ii) Taylor law
- iii) Fair Labor Standards Act
- iv) Public Officers Law
- v) Freedom of Information Law
- vi) Unemployment Insurance Law
- vii) Workers' Compensation Law
- viii) Human Rights/Discrimination
- ix) Sexual Harassment Investigations
- x) Disability Benefits
- xi) Contract Administration and Enforcement
- xii) Grievances Filed Against Employer
- xiii) Employee Discipline Matters (Includes drafting of Notice of Discipline based upon information supplied)
- xiv) Work Rules
- xv) Layoff Procedures
- xvi) General Municipal Law
- xvii) Americans With Disabilities Act
- xviii) Family and Medical Leave Act
- xix) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
- xx) Pregnancy Discrimination Act
- xxi) Appointment of Non-Unionized Employees and related matters

- xxii) Civil Rights as it relates to the Employment Relationship
 - xxiii) Such other laws, rules and regulations as may apply to the field of labor relations and personnel administration
- (c) Advice and representation in connection with:
- i) Initial steps of contract grievance procedure.
 - ii) Pre-hearing matters before the Public Employment Relations Board (Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings (other than documents prepared in lieu of a hearing) and attendance at all pre-hearing conferences. Hearing preparation and settlement negotiations which lead to a settlement without a hearing are covered by paragraph 2 below.
 - iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof.
- (d) Management and supervisory training in connection with employee corrective action, contract administration and other topics agreed upon by the parties in an amount not to exceed two (2) days per calendar year.
- (e) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

2. **ROEMER WALLENS GOLD & MINEAUX** hereby agrees that it will provide the **TOWN**, as requested by the **TOWN**, with those services not specifically covered by this Agreement, such as document preparation, negotiating settlements of disciplinary matters, grievances and other matters upon request, representation at the final step in administrative disciplinary proceedings, representation at the final step in contract grievance proceedings, representation at hearings before the Public Employment Relations Board, including the preparation of documents prepared in lieu of a hearing, hearing preparation and settlement negotiations, as well as representation in labor related litigation in New York and Federal Courts at the following rates:

Partner and Senior Associate Attorney

In years 2026 and 2027, the hourly rate will be \$280.00.

In year 2028, the hourly rate will be \$290.00.

Associate Attorney

In years 2026 and 2027, the hourly rate will be \$240.00.

In year 2028, the hourly rate will be \$250.00.

Paralegal

In years 2026 and 2027, the hourly rate will be \$145.00.

In year 2028, the hourly rate will be \$150.00.

The foregoing shall be exclusive of normal disbursements.

3. The **TOWN** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **TOWN**.

4. That in consideration of the foregoing, the **TOWN** hereby agrees to compensate **ROEMER WALLENS GOLD & MINEAUX** (inclusive of normal disbursements) as follows:

- a) Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00) per month from January 1, 2026 through December 31, 2026.
- b) Two Thousand Six Hundred Dollars and 00/100 (\$2,600.00) per month from January 1, 2027 through December 31, 2027.
- c) Two Thousand Seven Hundred Dollars and 00/100 (\$2,700.00) per month from January 1, 2028 through December 31, 2028.

5. The term of this Agreement shall be from January 1, 2026 through December 31, 2028. The **TOWN** may terminate this Agreement earlier than December 31, 2028, upon thirty (30) days' written notice from the **TOWN** to **ROEMER WALLENS GOLD & MINEAUX**.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN OF SAUGERTIES

By: _____
Fred Costello, Town Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

By:  _____
William M. Wallens, Partner

EXHIBIT "A"

NEGOTIATION SERVICES

A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- X Reviewing the existing contract and offering advice regarding suggested modifications
- X Reviewing the existing work rules and practices
- X Reviewing grievances filed and arbitration decisions
- X Reviewing the demands presented by both Union and Management in the last negotiations
- X Reviewing the history of other benefit changes over the past six years
- X Reviewing the most recent settlements in similarly situated jurisdictions
- X Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- X Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

C. Selection of Negotiating Team

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

D. Participation in Negotiations

The negotiations are made much easier by careful planning and research as typified in "A", "B", and "C" above. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings.

E. Communications

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

F. Drafting the Contract

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

G. Ratification

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

H. Conduct Management Information Sessions

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

RESOLUTION OF THE SAUGERTIES TOWN BOARD
AUTHORIZING TOWN OF SAUGERTIES HIGHWAY
SUPERINTENDENT TO PURCHASE A 6 WHEEL DUMP
TRUCK MODEL YEAR 2025 FOR NO MORE THAN
\$300,000.00 UNDER A BID FROM ONONDAGA COUNTY
CONTRACT # 0010914

WHEREAS the Town of Saugerties is a municipal corporation within the County of Ulster, State of New York; and

WHEREAS Town of Saugerties responsible for the life, health, safety or property of its inhabitant's including Town Highways; and

WHEREAS the Town Highway Department is in need of a 6 Wheel Dump Truck that is road worthy and adequate for the Town's emergency responsibilities for situations that require its use on a 24/7 basis, 365 days of the years; and

WHEREAS, the Town can purchase from Tracy Road Equipment, Inc. in Albany, New York, a 6 wheel 2025 dump truck for a cost of no more than \$300,000.00 off of the Onondaga County bid contract #0010914, and

WHEREAS the Town of Saugerties Highway Department fund balance account #DBO 1-911 has sufficient available funds to purchase said 6 Wheel 2025 Dump Truck, and

WHEREAS General Municipal Law Section 103(4) provides that in case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property of the life, health, safety, or property of the inhabitants of the Town of Saugerties required immediate action which cannot await competitive bidding, contract for public work for the purchase of supplies, material or equipment.

THEREFORE, BE IT RESOLVED by the Saugerties Town Board, that a public emergency exists and that the Town Board authorizes the Town Highway Superintendent Ray Mayone to purchase said 2025 6 Wheel Dump Truck for a cost no more that \$300,000.00 with funds from the Town of Saugerties Highway Department fund account #DBO1-911.

UPON A ROLLE CALL VOTE, THE VOTE IS AS FOLLOWS:

	YES	NO
Fred Costello, Supervisor	_____	_____
Peg Nau Councilperson	_____	_____
Leanne Thornton, Councilperson	_____	_____
Mike Ivino, Councilperson	_____	_____
Zack Horton, Councilperson	_____	_____

Dated: _____, 2025

RESOLUTION DATED NOVEMBER 5, 2025
TO ADD CERTAIN TOWN ROADS ON THE
LOCAL HIGHWAY INVENTORY IN THE TOWN OF SAUGERTIES

WHEREAS, the Town of Saugerties, having its principal place of business at 4 High Street, Saugerties, New York (herein referred to as the "Town") is a municipal corporation;

WHEREAS, the Town of Saugerties Superintendent of Highways is responsible for maintaining and repairing the Town Highways; and

WHEREAS, some Town roads that were maintained by, repaired by, and under the control of the Town of Saugerties, have been used by the public for the last ten (10) years or have been dedicated or accepted by the Town of Saugerties; and

WHEREAS, the Saugerties Town Highway Superintendent has reviewed past records of the Town of Saugerties Highway Department for road inventory lists and the like; and

WHEREAS, the Saugerties Town Highway Superintendent has made on site inspections of all Town roads; and

WHEREAS, the Saugerties Town Highway Superintendent has certified that the roads set forth in Exhibit A have been maintained by, repaired by, used by, and under the control of the Town of Saugerties and used by the public for at least the past ten (10) years, or have been dedicated and accepted by the Town of Saugerties; and

WHEREAS, the Town Board and the Town Highway Superintendent agree that the roads set forth in Exhibit A have been maintained by the Town of Saugerties and/or the Town of

Saugerties Highway Department;

NOW, THEREFORE, BE IT RESOLVED by a majority of the Town Board that:

1. The Town roads listed in Exhibit A, which were certified by the Town of Saugerties Highway Superintendent, are Town Roads under New York State Highway Law and have been maintained by the Town of Saugerties and/or the Town of Saugerties Highway Department.

Upon a roll call vote, the vote is as follows:

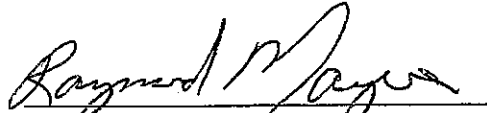
Supervisor Fred Costello Jr.	voting
Deputy Supervisor, Leeanne Thornton.	voting
Councilman Zach Horton	voting
Councilman Mike Ivino	voting
Councilwoman Peg Nau	voting

CERTIFICATION

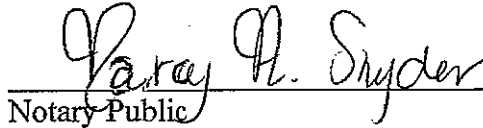
I, RAYMOND MAYONE, Town of Saugerties Superintendent of Highways, certify that the following are Town Roads that have been maintained by, repaired by, used by and under the control of the Town of Saugerties and used by the Town of Saugerties for at least the past ten (10) years, or have been dedicated and accepted by the Town of Saugerties:

1. Harrison Court 0.12 miles
2. Laurel Lane 0.14 miles

I certify, under penalty of perjury, that the above information is true to the best of my knowledge, information and belief.


RAYMOND MAYONE

Sworn to before me on this 30th day of October, 2025.


Notary Public

DARCY A. SNYDER
Notary Public, State of New York
Reg. #01SN6265732
Qualified in Ulster County
Commission Expires 7-16-28



STOP-DWI HIGH VISIBILITY ENGAGEMENT CAMPAIGN AGREEMENT

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a County of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and the **TOWN OF SAUGERTIES**, a municipal corporation with principal offices at 4 High Street, Saugerties, New York 12477 (the "Town") (each, a "Party;" collectively the "Parties").

WITNESSETH:

WHEREAS, it is the objective of both the County and the Town to reduce the incidence of Driving While Intoxicated (DWI) and Driving While Ability Impaired (DWAI) within the County and the Town; and

WHEREAS, the Town's Police Department is qualified and willing to provide DWI police patrols and other related services to assist the County in meeting said objective; and

WHEREAS, the County desires to engage the Town to provide such services; and

WHEREAS, the County has been awarded a grant from the NYS STOP-DWI Foundation to participate in the 2025-2026 STOP-DWI High Visibility Engagement Campaign program; and

WHEREAS, by Resolution Number _____ adopted November 18, 2025, the Ulster County Legislature has authorized the Chair of the Ulster County Legislature to execute this Agreement between the County and the Town.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. **TERM OF AGREEMENT:** This Agreement shall take effect on **October 1, 2025**, and shall continue in full force and effect through **September 30, 2026**.
2. **TERMINATION:** Either Party may terminate this Agreement prior to the end date by giving to the other Party five (5) days written notice of its election to terminate.
3. **SERVICES:** The Town agrees to perform the services described in Schedule A (the "Services") which is attached hereto and is hereby made a part of this Agreement, subject to the terms and conditions herein provided.
4. **PAYMENT:** The County agrees to compensate the Town in accordance with the fees and expenses as stated in Schedule B which is attached hereto and is hereby made a part of this Agreement.
5. **REVENUES COLLECTED BY THE TOWN:** The Town understands and agrees that pursuant to Section 1197 of the New York State Vehicle and Traffic Law, the County shall be entitled to any and all revenues from fines collected from persons convicted of drunken driving or related offenses as the result of the Services provided under this Agreement.
6. **RECORDS:** The Town shall maintain full and accurate records relating to the Services performed by the Town pursuant to this Agreement, and such records shall be available for audit and inspection by the County upon reasonable notice and during normal business hours, during the term of the Agreement and for a three (3) year period following the termination of the Agreement.
7. **INDEMNIFICATION:** The Town agrees to protect, defend, indemnify and hold the County and its employees free and harmless from and against any and all losses, claims, liens, debts, personal injuries, (including employees of the County), and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising, directly or indirectly, out of this Agreement. The Town agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false or fraudulent.

8. **INDEPENDENT CONTRACTOR:** In performing the Services under this Agreement, the Town shall neither act as nor be considered an agent of the County. The Town shall operate as, and have the status of, an independent contractor. As an independent contractor, the Town shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Town's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the Town covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency, or unit thereof by reason hereof, and that they will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health coverage, Unemployment Insurance benefits, Social Security coverage, or employee retirement membership or credit.

9. **CORPORATE COMPLIANCE:** The Town agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Town agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at <https://ulstercountyny.gov/ulster-county-compliance-plan>. Alternatively, a hard copy of the Plan will be provided upon the Town's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Town represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Town shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

The Town understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to <https://ulstercountyny.gov/ulster-county-compliance-plan>. Alternatively, a hard copy of the Standards will be provided upon the Town's request. The Town represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

10. **INSURANCE:** The Town shall maintain during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage, all as set forth in Schedule C ("County of Ulster Contract Insurance Requirements"), which is attached hereto and is hereby made a part of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Town irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described herein.
11. **NOTICE:** Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

TOWN:
Town of Saugerties
Attention: Supervisor
4 High Street
Saugerties, New York 12477

COUNTY:
Ulster County STOP-DWI Program
Attention: Coordinator
733 Broadway
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the Coordinator of the County's

STOP-DWI Program and the County Attorney at the addresses listed, or at such other addresses that may have been specified in writing by the Parties:

Ulster County Attorney
244 Fair Street, 5th Floor
P.O. Box 1800
Kingston, New York 12402

Either Party may, by written notice to the other Parties given in accordance with the foregoing, change its address for notices.

12. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B and C, and Exhibits 1 and 2, which supersede any other understandings or writings between or among the Parties to this Agreement.
13. **MODIFICATIONS TO BE IN WRITING:** The terms and conditions 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 will be effective only if evidenced by a subsequent writing, executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Section 1 (Term of Agreement) above.

ULSTER COUNTY STOP-DWI
(Approved as to form & content)

By: _____
NAME: Valerie Naccarato
TITLE: Coordinator
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Peter J. Criswell
TITLE: Chair, Ulster County Legislature
DATE: _____

TOWN OF SAUGERTIES

By: _____
NAME: Fred M. Costello, Jr.
TITLE: Supervisor
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

The Town shall provide the following Services to help carry out the County's STOP-DWI High Visibility Engagement Campaign (the "Program"):

A. **PURPOSE OF PROGRAM:** The purpose of the Program is to reduce the incidence of DWI and DWAI within the Town.

B. **GEOGRAPHIC AREA:** The Services provided under this Agreement shall cover the geographical jurisdiction of the Town, located within the State of New York.

C. **DESCRIPTION OF SERVICES:**

1. **Patrol:** The Town shall use a marked patrol car belonging to the Town. Each patrol car shall be manned in accordance with Town policy. The Town shall provide patrols and/or check points for at least one of the following periods (each, a "High Visibility Period"; collectively, the "High Visibility Periods"):

HALLOWEEN:	October 31 – November 2, 2025
THANKSGIVING:	November 26 – November 30, 2025
HOLIDAY SEASON:	December 10, 2025 - January 1, 2026
SUPER BOWL:	February 8 - February 9, 2026
ST. PATRICK'S DAY:	March 12 – March 18, 2026
420 DRUG IMPAIRED DRIVING ENFORCEMENT:	April 20, 2026
MEMORIAL DAY:	May 22 – May 25, 2026
100 DAYS OF SUMMER (JUNE):	June 4-7; June 11-14; June 18-21; June 25-28, 2026
JULY 4TH:	July 2 – July 5, 2026
100 DAYS OF SUMMER (JULY):	July 9-12; July 16-19; July 23-26; July 30-August 2, 2026
100 DAYS OF SUMMER (AUGUST):	August 6-9; August 13-16, 2026
END OF SUMMER (Includes Labor Day):	August 19 - September 7, 2026

ALL HIGH VISIBILITY PERIODS BEGIN 00:00 AND END 24:00 UNLESS OTHERWISE NOTED

D. **ADDITIONAL COVERAGE:** It is understood and agreed that the Services the Town provides under this Agreement are neither a replacement nor a substitute for the Town's regular police services. The Town shall operate patrols with funds provided under this Agreement in addition to the regular patrols and shall man the patrols with members of the Town's Police Department who have volunteered to work outside of their regularly scheduled hours. The Town specifically agrees that it will not reduce its regular police coverage in any way due to the existence of this Agreement.

E. **REPORTING:**

1. The Town shall submit reports to the County of the Services rendered under this Agreement.
2. The Town shall submit the reports in a form satisfactory to the County.

F. **BUDGETED ITEMS TO BE PAID FOR BY THE TOWN:**

1. The Town agrees to provide and pay for any vehicles or equipment required to provide the Services, except as otherwise may be provided for in this Agreement, and also to provide any and all necessary maintenance and service that may be required for such vehicles or equipment.
2. The Town also agrees to provide any additional training for the officers employed in providing the Services.

SCHEDULE B
FEES, EXPENSES AND INSTRUCTIONS FOR BILLING

1. The Town's fee for Services shall not exceed **ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS** for the Term of this Agreement.
 - a. **In the event the Town does not incur \$750.00 in reimbursable expenses by May 31, 2026, the not-to-exceed amount of this Agreement shall automatically be reduced to SEVEN HUNDRED FIFTY and 00/100 (\$750.00) DOLLARS.**
2. The hourly rate for Services shall be determined by the prevailing salary and contract requirements of the Town.
3. The hours submitted for reimbursement for performing the Services shall comply with section C of Schedule A of this Agreement.
4. The Town shall report to the County's STOP-DWI Program within ten (10) days of the High Visibility detail.
5. The Town shall submit original invoices to the County for payment.
6. The Town's invoices shall contain, or have attached, sufficient supporting documentation as reasonably required by the County. The supporting documentation shall include the following:
 - a) Completed "NYS Governor's Traffic Safety Committee Itemized Listing of Personal Services" (PS-1) for each High Visibility detail, noting that Administrative Personnel, Dispatching Personnel and Fringe Benefits are **NOT** an allowable cost. PS1 form must be completed electronically, printed, and signed by supervisor. PS1 form/link: **https://nysdmv-opa.custhelp.com/web-determinations/startsession/GTSC_STOP_DWI_Grants_Hours**
 - b) Completed Ulster County "Detail Activity Sheet" for each day of the High Visibility Period (a sample copy of the "Detail Activity Sheet" is attached as Exhibit 1); and
 - c) Copies of any High Visibility press release made prior to or immediately following the High Visibility Period.

These completed documents will form the basis for the reimbursement to the Town for Services rendered within the documented High Visibility Period.

7. Any services rendered within the High Visibility Periods specified in Schedule A of this Agreement may only be billed under this Agreement and may not be billed under the regular Task Force Agreement.
8. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the County's STOP-DWI Coordinator and the Ulster County Comptroller.
9. The Town agrees to meet any additional requirements that the County may from time to time require, with reasonable notice to the Town.

PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL RESULT IN DELAY OF CONTRACT EXECUTION.

SCHEDULE C
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Town shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Town shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The Town shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder"** for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Town's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Town agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Town is not required to carry such insurance, the Town must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Town should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” or
- Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund or
- Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Town is self-insured or
- Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group or
- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Town is self-insured.

If the Town is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Town) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Town should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Town is self-insured.

If the Town is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Town shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Town, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Town to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Town in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage **MUST** be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

"Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Town, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. LAW ENFORCEMENT LIABILITY INSURANCE

Law Enforcement Liability Insurance shall be provided by the Town in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

EXHIBIT 1

HIGH VISIBILITY ENGAGEMENT CAMPAIGN GRANT: HSI-2026-NYS STOP-DWI Found. - 00156-(088)

****PLEASE NOTE AGENCIES UNABLE TO PARTICIPATE WITH REASON**

HVFC PERIOD:

COUNTRY:

[illegible]

COMMUNITY ENGAGEMENT – complete all that apply

☐ STOP-DWI Banner ☐ STOP-DWI Billboard ☐ Messaging on local video boards (fire dept, schools, etc.) ☐ Mock Crash or

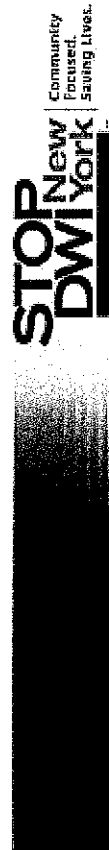
☐ other presentation ☐ Webpage posts ☐ Facebook Post ☐ Instagram Post ☐ Twitter Post ☐ Mobile App Post ☐ TV Ad

☐ Radio Ad ☐ Newspaper or other media release

☐ Distributed items provided by the Foundation, please list:

☐ Distribute items purchased with your county funds, please list:

☐ Other, please describe:



For Use Oct 1, 2025 - Sept 30, 2026

***PLEASE NOTE AGENCIES UNABLE TO PARTICIPATE WITH REASON**

COUNTY:

[illegible]

☐ STOP-DWI Banner ☐ STOP-DWI Billboard ☐ Messaging on local video boards (fire dept, schools, etc.) ☐ Mock Crash or

☐ other presentation
 ☐ Webpage posts
 ☐ Facebook Post
 ☐ Instagram Post
 ☐ Twitter Post
 ☐ Mobile App Post
 ☐ TV Ad

☐ Radio Ad ☐ Newspaper or other media release

☐ Distributed items provided by the Foundation, please list:

☐ Distribute items purchased with your county funds, please list:

☐ Other, please describe:

