



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

AGENDA

Members of Town Board
Bill Barr
Stephanie Bassler
Michael Ivino

TOWN BOARD MEETING

MARCH 18, 2026

CALL TO ORDER/PLEDGE OF ALLEGIANCE

PRIVILEGE OF FLOOR: Beautiful Saugerties: Winston Farm

PUBLIC COMMENT PERIOD: (30 MINUTES)

SUPERVISOR'S COMMENTS:

APPROVAL OF MINUTES:

- Pre-Board Meeting of 3-4-26
- Town Board Meeting of 3-4-26
- Budget Workshop of 3-4-26
- Public Hearing of 3-4-26: on the installation and maintenance of knox boxes at all commercial, non-residential and multi-family buildings and structures for emergency services

APPROVAL OF BILLS:

DEPARTMENT HEAD REPORTS:

BOARD COMMITTEE REPORTS:

MOTIONS & RESOLUTIONS:

Motion-To re-appoint Stefan Yarabek to the Historic Preservation Commission with a 4 year term to expire on 3-31-30.

Motion- To approve the proclamations, as on file, regarding the 2026 Sports Hall of Fame Inductees (all inductees get a proclamation with the same language): Kevin Beaver, Bob Francello, Shane Geisler (postumously), Lars Hauck and Ruben Lindo.

Motion-To approve adding Trade Masters, owner John Kotsides-PO BOX 490-High Falls, NY 12440-(914)388-0206-john@trademastershs.com to be added to the Town of Saugerties Energy Code Compliance Inspectors List (Mr. Kotsides has supplied all necessary paperwork)

Motion-To do a budget adjustment from the 2025 budget to the 2026 budget from line item A00.3-3120.101 in the amount of \$53,160.00 to line item A00.3-3120.424 for the purchase of a 2026 F-150 Police Responder Pickup Truck that was ordered on State Bid, as per the recommendations of the Chief of Police and town accountant.

Motion-To allow the Chief of Police to sign the Equipment Loan Agreement between the County of Ulster and the Town of Saugerties, as on file, in regards to the loan of the police equipment such as breath test equipment, lidars and radar units.

Motion-To move James Jarman from a Part-time MEO position to Full-time Laborer's position to fill a vacancy in the Highway Department at a rate of pay of \$29.84 per hour, effective 3/19/26 as per the recommendation of Raymond Mayone, Highway Superintendent.

Motion-To move Part-time Police Officer Christopher Collins to a Full-time position at a Step 6 per the Collective Bargaining Agreement with the PBA, effective 3-23-26.

MOTION TO ADJOURN:

NEXT SCHEDULED MEETINGS:

Wednesday, April 1, 2026

Pre-Board Meeting 6:30 p.m.

Town Board Meeting 7:00 p.m.

PROCLAMATION

WHEREAS, the Town of Saugerties is honoring Kevin Beaver this 28th day of March in the year 2026, and

WHEREAS, Kevin Beaver is being inducted into the Saugerties Sports Hall of Fame, and

WHEREAS, Kevin Beaver is being recognized as an outstanding athlete of years past, and

WHEREAS, Kevin Beaver has put forth efforts to help promote sports in Saugerties, and

WHEREAS, Kevin Beaver has paved the way for our town's current sports eminence, and

WHEREAS, Kevin Beaver is receiving long overdue credit for his talents in Saugerties sports history, and

WHEREAS, we acknowledge Kevin Beaver's examples of sportsmanship and leadership, and

WHEREAS, we applaud Kevin Beaver for his sports related achievements, and

WHEREAS, we thank Kevin Beaver for his service and dedication to the Saugerties community, and

THEREFORE, I, Supervisor Fred Costello Jr. and the Town Board Members of the Town of Saugerties, do hereby proclaim that the Town of Saugerties NY recognizes March 28, 2026 as Saugerties Sports Hall of Fame Inductee Day

Fred Costello Jr., Town of Saugerties Supervisor

**Town Board Members
Leeanne Thornton, Bill Barr,
Stephanie Bassler & Mike Ivino**

March 28, 2026



EQUIPMENT LOAN AGREEMENT

This **EQUIPMENT LOAN AGREEMENT** (this "Agreement"), between the **COUNTY OF ULSTER**, a municipal corporation and a County of the State of New York, having its principal place of business at 244 Fair Street, Kingston, New York 12401 (the "County"), and the **TOWN OF SAUGERTIES**, by and through its **POLICE DEPARTMENT**, having an office and principal place of business at 4 High Street, Saugerties, New York 12477 (the "Agency") (each, a "Party;" collectively, the "Parties").

WITNESSETH:

WHEREAS, the Probation Department STOP-DWI Division of the County has in its possession various pieces of law enforcement equipment and educational materials that are useful in fighting the problem of driving while intoxicated (the "Equipment"); and

WHEREAS, by Resolution Number 46 adopted February 10,1983 the Ulster County Legislature has authorized the STOP-DWI Coordinator to loan such Equipment to County police agencies, organizations and schools; and

WHEREAS, the Agency represents and warrants that it is able and willing to make effective use of the Equipment that is the subject of this Agreement.

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

1. **EQUIPMENT**: The Equipment is described in the attached "Schedule A," which is hereby made a part of this Agreement.
2. **TERM OF AGREEMENT**: This Agreement shall take effect on **January 1, 2026** and shall continue in full force and effect until **December 31, 2028**, unless sooner terminated by either party upon twenty-four (24) hours notice, in writing, of its election to terminate. Whereas, upon such notice, the Equipment shall be immediately returned to the STOP-DWI Coordinator.
3. **NO REPRESENTATIONS BY COUNTY**: The County makes no representations or warranties of any kind as to the quality, accuracy or effectiveness of any of the Equipment that is the subject hereof.
4. **RESPONSIBILITY FOR EQUIPMENT**: The Agency shall assume sole and exclusive responsibility for the care and preservation of all Equipment while in its possession under this Agreement, including but not limited to the cost of battery replacement, additional mouthpieces and ampoules, as well as the cost to replace lost or stolen Equipment, and to repair any damage to the Equipment beyond that of normal wear and tear and depreciation. The County shall assume the cost of ordinary Equipment maintenance.
5. **GUIDELINES BY COUNTY**: The Equipment shall be used by the Agency for STOP-DWI purposes only, in accordance with applicable laws, regulations, and such rules as established by

the STOP-DWI Coordinator.

6. **STANDARDS FOR AGENCY PERSONNEL:** The Agency shall provide satisfactory proof to the STOP-DWI Coordinator that it has properly qualified personnel who are certified or otherwise fully trained in the operation of the Equipment.
7. **INSURANCE:** The Agency shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule B," which is attached hereto and is hereby made a part of this Agreement.
8. **INDEMNIFICATION BY AGENCY:** The Agency agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against any and all losses, claims, liens, demands and causes of action of every kind and character, including, but not limited to, the amount of damages, judgments, penalties, interest, court costs, and/or legal fees incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, (including employees of the County), death or damages to property (including property 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 Agency 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. This Agreement shall be signed by a duly authorized officer of the Agency who shall present sufficient proof of his/her authority.
9. **REPRESENTATIVES OF THE PARTIES:** The STOP-DWI Coordinator shall act on behalf of the County in matters concerning this Agreement, and the **Chief of Police** shall be authorized to act on behalf of the Agency to accept and receive any Equipment.
10. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including Schedule A and Schedule B, which supersede any other understandings or writings between or among the Parties to this Agreement.
11. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless an addendum, amendment, or change order has been reduced to writing and signed by the Parties to this Agreement. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such addendum, amendment, or change order.
12. **COUNTERPARTS:** The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties as of the day and year first written above.

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

By: _____
NAME: Valerie Naccarato
TITLE: STOP-DWI Coordinator
DATE: _____

COUNTY OF ULSTER

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

TOWN OF SAUGERTIES
POLICE DEPARTMENT

By: _____
NAME: Kenneth Swart
TITLE: Chief of Police
DATE: _____

SCHEDULE A

TOWN OF SAUGERTIES POLICE DEPARTMENT

Equipment Inventory

Equipment Type	Make/Model	Serial #
Breath Tester	Alco Sensor-Intoximeter	1213641
Breath Tester	Alco Sensor-Intoximeter	140315
Breath Tester	Intoxilyzer 500	071255
Lidar Radar	Stalker/Lidar XS	LH002334
Radar	Stalker	1670/1470
Radar	Stalker	45084/073974
Radar	Stalker	DC078972/73655
Radar	Stalker	EC005433/007942&8057
Radar	Stalker Basic Hand Held	KE8394
Radar Package*	Dual Radar Stalker	DC081824 / 033134 / FB269217 / FA226784
Radar Package*	Dual Radar Stalker	DC081783 / 049413 / FF002713 / FA134110
Radar Package*	Dual Radar Stalker	044942 / 049342 / FB222901 / FA121914

*Each package also includes antenna dash mount, display mount, 8 ft antenna cable, and power cable with cigarette plug.

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 DELAY CONTRACT EXECUTION.

SCHEDULE B
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 Department of Risk Management 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 Department of Risk Management, 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 Department of Risk Management.

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 it is entering into a contract with. 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 it is entering into a contract with. 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. LAW ENFORCEMENT LIABILITY INSURANCE

Bodily Injury Liability and Property Damage 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 not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

VIII. 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, the 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.

IX. 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