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
Bill Barr
Stephanie Bassler
Michael Ivino

AGENDA

TOWN BOARD MEETING *NOVEMBER 4, 2026*

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 10-21-26
-Town Board Meeting of 10-21-26

APPROVAL OF BILLS:

DEPARTMENT HEAD REPORTS:

BOARD COMMITTEE REPORTS:

MOTIONS & RESOLUTIONS:

Motion-Authorizing the Town of Saugerties Transfer Station to increase the fee on all mattresses and box springs from $15 to $20 each effective January 1, 2027 to equal the fee increase being imposed by UCRRA on the same date.

Motion-To allow the supervisor to sign, as on file, the Stop-DWI Task Force Agreement between the Town of Saugerties and Ulster County.

Motion-To set a public hearing date of 11-18-26 at 6:30 pm in regards to amending Chapter 218 (Taxation) of the Town of Saugerties Town Code to provide for an additional real property tax exemption for the primary residence of disabled veterans.

Motion: To move Amber Kolts from the position of Contingent Patrol Sergeant to the position of Permanent Patrol Sergeant following the establishment of a list of eligibles, effective immediately.

Motion-To move Lisa Bach from the title of Clerk to the Justice to permanent Court Clerk.

Motion- To move Julie Hackett from the title of Clerk to the Justice to permanent Court Clerk.

Motion-To approve the resolution, as on file, pertaining to the Splashpad Project at the Cantine Veterans Memorial Complex per the approval of Town Attorney George Redder.

Motion-To grant signing authority to the Town of Saugerties Supervisor (Fred Costello Jr.) and the Parks and Buildings Assistant Superintendent (Marc Malgieri), and assigning to each the role of "Grants Contract Approver", along with authorizing the same Municipal Office Title and the same Employment Position Title, signing authorization in the Statewide Financial System (SFS).

MOTION TO ADJOURN:

NEXT SCHEDULED MEETINGS:

Wednesday, November 18, 2026	Public Hearing amending Chapter 218 (Taxation) of the Town of Saugerties Town Code to provide for an additional real property tax exemption for the primary residence of disabled veterans	6:30 p.m.
Wednesday, November 18, 2026	Pre-Board Meeting Town Board Meeting	Following Public Hearing 7:00 p.m.

TASK FORCE 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 Town Hall, 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 incidences of Driving While Intoxicated ("DWI") and Driving While Ability Impaired ("DWAI") within the County and the Town, and to reduce the sale of alcoholic beverages to persons under the age of twenty-one (21); 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, by Resolution Number 536, adopted October 20, 2026, 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 will take effect on **January 1, 2027,** and will continue in full force and effect through **December 31, 2027.**

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 to and made a part of this Agreement, subject to the terms and conditions of this Agreement.

4. **PAYMENT:** The County agrees to compensate the Town in accordance with the fees and expenses as stated in Schedule B, which is attached to and 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 must 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 defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Town, its employees, representatives, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Town, its employees, representatives, assignees, or agents. 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 and incurring expenses under this Agreement, the Town shall operate as and have the status of an independent contractor and shall not act as agent for or on behalf of the County, nor will the Town represent the County, or bind the County in any manner. 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 proclaim themselves to be officers or employees of the County, or of any department, agency, or unit thereof, by reason hereof, and that the Town's employees or agents 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 insurance coverage, Unemployment Insurance benefits, Social Security benefits, 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 County may terminate this Agreement, in whole or in part, at any time for the Town's failure to comply with the County's Plan. 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 (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 to and 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 in Schedule C.

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 will be in writing, will 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 will be effective when received. Notice addresses are as follows:

TOWN:	COUNTY:
Town of Saugerties	Ulster County STOP-DWI Program
Attention: Supervisor's Office	Attention: Coordinator
4 High Street	733 Broadway
Saugerties, New York 12477	Kingston, New York 12401

   Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the Coordinator of the County's STOP-DWI Program and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:	Physical Address:
County of Ulster	County of Ulster
Attention: County Attorney	Attention: County Attorney
Post Office Box 1800	244 Fair Street, 5th Floor
Kingston, New York 12402	Kingston, New York 12401

Either Party may, by written notice to the other Party 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 will be subject to and governed by this Agreement, including Schedule A, Schedule A-1, Schedule B, Schedule B-1, and Schedule C, which supersede any other understandings or writings between or among the Parties to this Agreement.

13. **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 reduced to writing and signed by the Parties to this Agreement, and no payment will be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement. The aforesaid Addendum, Amendment, or Change Order must specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. 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.

14. **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, the Parties have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Paragraph 1 (Term of Agreement) 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

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 Program (the "Program"):

A. **PURPOSE OF PROGRAM:** The purposes of the Program are to:
   1. Reduce the incidences of DWI and DWAI within the Town; and
   2. Reduce the sale of alcoholic beverages to persons under the age of twenty-one (21).

B. **GEOGRAPHIC AREA:** The geographical boundaries of the Town.

C. **DESCRIPTION OF SERVICES:** The Town understands and agrees that all Program Services to be provided under this Agreement in Section C are not in place of, or a substitute for, the regular police services provided by the Town. The following Services to be operated with funds provided under this Agreement are in addition to the regular patrols and will be manned by members of the Town's Police Department who have volunteered to work outside of their regular scheduled hours. The Town specifically agrees to not in any way reduce its regular police coverage because of the existence of this Agreement.
   1. Patrol: The Town shall make use of a marked patrol car belonging to the Town. Each patrol car will be manned in accordance with Town policy. The Town shall provide patrols for the Term of this Agreement for the purpose of DWI Task Force Patrol.
   2. The Town may also provide other Services that help carry out a Program function, which may include, without limitation:
      a. Underage Sting. The Town may use underage operatives under the supervision of its Police Department to attempt to purchase alcoholic beverages from licensed retail establishments, arresting those who sell alcoholic beverages to persons under the age of twenty-one (21).
      b. Victim's Impact Panel. The Town may provide members of its Police Department to participate in the Program's Victim Impact Panel presentations, and other related events.

D. **ADDITIONAL SERVICES:**
   1. Training: The Town may use funds not to exceed 25% of the total award for training specific to the detection, arrest, and prosecution of DWI/DWAI (alcohol and/or drugs) offenders that has been pre-approved by the Program. Reimbursable training expenses include:
      a. Shift hours (overtime or regularly scheduled) required to attend the approved training.
      b. Mileage and lodging expenses associated with attending the approved training.
      c. Registration fees to attend the approved training.

E. **REPORTING:**
   1. The Town shall submit to the County monthly reports of the Services provided under this Agreement.
   2. Reports shall conform to the STOP-DWI Monthly Activity Report attached hereto as Schedule A-1.
   3. In the event no hours of Service have been provided by the Town during a given month, the Town shall submit a monthly report identifying that no hours were provided.

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

SCHEDULE A-1

Ulster County STOP-DWI Monthly Activity Report

Month/Year:_____

Agency Name & Address:_____

_____

TASK FORCE:

Total Hours:_____

Arrests:

DWI:_____ DWAI:_____

REGULAR PATROL:

Arrests:

DWI:_____ DWAI:_____

DWI/DWAI TSLED (TASK FORCE and REGULAR PATROL TOTAL):

NY VTL 511(2) Tickets Issued:_____

NY VTL 1192 (all) Tickets Issued:_____

NY VTL 1198 (all) Tickets Issued:_____

Alcohol Related Crashes:_____

Alcohol Related Deaths:_____

Submitted by:_____

Title:_____ **Date:**_____

Send completed documentation to:
Ulster County STOP-DWI, PO Box 1800, Kingston, NY 12402

Updated 05/03/23

SCHEDULE B
FEES, EXPENSES AND INSTRUCTIONS FOR BILLING

1. The Town's fee for Services shall not exceed the amount of **ONE THOUSAND, SEVEN HUNDRED FIFTY AND 00/100 ($1,750.00) DOLLARS** for the Term of this Agreement.

2. The Town shall submit original invoices to the County on a monthly basis for Services rendered during the prior month.

3. Invoices shall conform to the STOP-DWI Law Enforcement Monthly Invoice, which is attached to and made part of this Agreement as Schedule B-1 and shall be signed and dated by an officer or authorized designee of the Town, who shall also be identified as to title.

4. The Town shall submit its invoices within thirty (30) days of the close of the month for which services are being invoiced.

5. The hourly rates invoiced by the Town for Services shall be determined by the actual costs incurred by the Town at the time Services were provided.

6. The Town shall not be entitled to additional reimbursement after the date of original invoice.

7. In no event shall claims be submitted in advance or accrued prior to expenditure.

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. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Town's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.

10. The Town agrees to meet any additional requirements that the County may from time to time require, with reasonable notice to the Town.

SCHEDULE B-1

Ulster County STOP-DWI Task Force invoice

Invoice # DWIPATROL 010000

Month & Year: _____

Agency name: _____ *Email Address:* _____

Contact Name: _____ *Phone Number:* _____

TITLE	OFFICER NAME	DATE COST INCURRED	OT SHIFT HOURS *use 24 hr clock*		NUMBER OF HOURS	HOURLY RATE	TOTAL SALARY
			IN	OUT			
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
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					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
					0:00		$0.00
				TOTAL HOURS	0:00	TOTAL SALARY	$0.00

Approved by: _____ _____ _____

print title / name / if *signature* *date*

** If additional sheets are required, please make sure each additional sheet is signed and dated.**

12.13.24

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 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 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. 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

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.

X. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

[ ] If this box is checked, Professional 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.

XI. CYBER LIABILITY INSURANCE

[ ] If this box is checked, Cyber Liability Insurance shall be provided by the Town in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

XII. SEXUAL ABUSE & MOLESTATION COVERAGE

[ ] If this box is checked, Sexual Abuse & Molestation Coverage 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.

TOWN OF SAUGERTIES

RESOLUTION

RESOLVED, that Town of Saugerties applied for financial assistance for a splash pad from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the Municipal Parks and Recreation Grant Program through the Clean Water, Clean Air, and Green Jobs Environmental Bond Act of 2022, Article 58, Title 5 of the Environmental Conservation Law, for the purpose of funding the development of Town of Saugerties Splash Pad project at the Cantine Veterans Memorial Complex;

RESOLVED, that the Town of Saugerties is authorized and directed to accept these grant funds in an amount not to exceed six hundred five thousand twenty-five dollars ($605,025.00), for the project described in the grant application;

RESOLVED, that the Town of Saugerties is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants ("Contract") with OPRHP for such development of Town of Saugerties Splash Pad Project at The Cantine Veterans Memorial Complex;

RESOLVED, that the Town of Saugerties is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which shall be a duly recorded Notice of Grant Requirements; and

RESOLVED, that the governing body of the municipality delegates signing authority to execute the Contract and any amendments thereto, any required deed of easement, and any other certifications to the individuals who hold the following elected or appointed municipal office and employment position titles: Saugerties Town Supervisor, Fred Costello.

CERTIFIED TRUE COPY

I, Lisa Stanley, Clerk of the Town of Saugerties, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on _____, 2026, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: _____, 2026

Signature,

_____

Lisa Stanley,
Clerk

Affix Seal of Municipality Here

_____, 2026