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TOWN OF SAUGERTIES

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MEMBERS OF TOWN BOARD
PAUL ANDREASSEN
MIKE MAC ISAAC
JOHN SCHOONMAKER IV

AGENDA

TOWN BOARD MEETING

MAY 15, 2019

CALL TO ORDER/PLEDGE OF ALLEGIANCE

PRIVILEGE OF FLOOR: **Jeannie Reisigl-changes in assessments**

PUBLIC COMMENT PERIOD: (30 MINUTES)

SUPERVISOR'S COMMENTS:

APPROVAL OF MINUTES:

- Pre-Board Meeting of 5-1-19
- Town Board Meeting of 5-1-19
- Public Hearing of 5-1-19: Road Design Standards

APPROVAL OF BILLS:

DEPARTMENT HEAD REPORTS:

BOARD COMMITTEE REPORTS:

MOTIONS & RESOLUTIONS:

Motion-To adopt the Climate Action Plan for Government Operations, as on file.

Motion-To allow the Town Board to approve a lateral transfer for Officer Christopher Benson from the Woodstock Police Department to the Saugerties Police Department as a full time police officer. He will be starting as a Step 2 officer, effective May 20th, 2019, at the rate of \$27.22 an hour.

Motion-To allow the town's accountant to examine the records of the justice court for the period of 1-1-18 through 12-31-18 as prepared in accordance with the Office of the State Comptroller Handbook for Town & Village Justices and Court Clerks and the agreed upon procedures will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants which is explained/outlined in the engagement letter, as on file, to be signed by the supervisor.

Motion-To allow the town's accountant to examine the records of the town clerk for the period of 1-1-18 through 12-31-18 as prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities and the agreed upon procedures will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants which is explained/outlined in the engagement letter, as on file, to be signed by the supervisor.

Motion- To allow the town's accountant to examine the records of the town tax collector for the period of 1-1-18 through 12-31-18 as prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities and the agreed upon procedures will be conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants which is explained/outlined in the engagement letter, as on file, to be signed by the supervisor.

Motion-Granting Department Head Douglas F. Myer the authority to award the RFP Contract, for grinding all wooden debris at the Transfer Station, to Rothe Lumber Corp. 1451 Route 212 Saugerties, N.Y. 12477 for a total price of \$8,000.00 as submitted.

Motion-To approve the Annual Department Staffing Packet (On File), including list of Staff for the Summer Youth Recreation Program and other Staff related, along with the Department's Waiting List, as per as per the recommendation of the Recreation Sub-Committee, Summer Youth Recreation Program Director and Parks & Buildings Superintendent.

Motion-To approve partnering with the Saugerties Framers Market and the Village of Saugerties to enter into a contract with WAMC Northeast Public Radio in an amount not to exceed \$2,000.00 to promote Saugerties through advertising.

Motion-To approve the FCAC Investigator Agreement, as on file, and pending attorney approval.

Motion-To approve a fireworks permit for Kevin Hartrum of American Fireworks Display, LLC for a fireworks display at Cantine Field on 5-31-19 to begin after the Stallions baseball game and pending the appropriate signatures needed on the permit.

Motion-To authorize the supervisor to sign the letter, as on file, to the NYSDOT requesting a new traffic study for a traffic light at the intersection of Rt. 32 and Glasco Turnpike in the hamlet of Glasco, N.Y.

Motion-To enter into *Executive Session* for matters related to pending litigation.

Motion-To enter into *Executive Session* for matters related to the employment of a particular person(s).

MOTION TO ADJOURN:

NEXT SCHEDULED MEETINGS:

Wednesday, June 12, 2019

Pre-Board Meeting 6:30 p.m.

Town Board Meeting 7:00 p.m.



The Town of Saugerties Climate Action Plan 2019 Government Operations

Prepared by
The Conservation Advisory Commission Climate Smart Task Force

Adopted on
Month, day, year



TOWN OF SAUGERTIES CLIMATE ACTION PLAN

<http://www.climatesmartsaugerties.org/climate-science.shtml>

<https://townsaugerties.digitaltowpath.org>

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A Message from Supervisor Fred Costello, Jr.



I am very proud to present the 2019 Town of Saugerties Government Operations Climate Action Plan (CAP) to our community. This plan is a strategy document that sets goals and outlines a set of initiatives to reduce Greenhouse Gas (GHG) emissions in our town government operations. It provides a basis for measuring the town's future progress in reducing carbon emissions against the 2016/2017 baseline GHG inventory. It also helps to guide those of us in town government in our on-going efforts to implement energy-efficient, cost-effective measures that reduce the town's carbon footprint.

On behalf of the town board, our department heads and municipal staff, I want to thank and acknowledge the Conservation Advisory Committee and its Climate Smart Task Force, an all-volunteer team, who worked with staff liaisons over many months to prepare this Climate Action Plan. Their expertise and commitment are evident throughout the document.

Our town government has already made, and continues to make, enormous progress implementing energy-saving measures and reducing the town's carbon footprint. We have contracted with Central Hudson to replace all the town street lights to LEDs by mid-year. This can reduce streetlight energy use by as much as 65% which will generate cost savings and emission reductions. The town has purchased a fully electric vehicle for the Town Water/Sewer Department and a hybrid vehicle for the Police Department. More will be added to the town's vehicle fleet over the next few years as we reduce our reliance on gasoline and the emissions they produce. Three Electric Vehicle Charging Stations have been installed this year. The former landfill will become a two-megawatt solar farm from which town government and the community can obtain their electricity. The solar farm will generate \$500,000 in revenue for the town over a 15-year period. A 2019 energy audit of three municipal buildings will provide guidance on where additional energy savings may be realized.

This action plan challenges us to significantly reduce our carbon emissions. I have no doubt that the Town of Saugerties will successfully meet that challenge. As we take the next steps, we are focused on our goal of a sustainable energy-efficient future.

The adoption of this plan demonstrates the town's commitment to do our part to protect our climate. Let's get to work.

I. EXECUTIVE SUMMARY

a. Significance of Climate Change

Clear proof of significant impacts of climate change on the environment and people worldwide were first fully confirmed by scientists in 1989—although indications that a dire future was coming were present as early as the 1950s, and the rest of us have more or less been rising to that awareness since. The understanding comes in two forms: worldwide and regionally, the former a wide and comprehensive view that confirms that our world is moving quickly into chaos and environmental degradation, and the latter, which impacts us on the local level.

The Northeast National Climate Assessment reported that the Northeast has populations that are highly vulnerable to climate hazards such as heat waves, ice storms, floods, droughts, hurricanes and major storms. Tropical Storm Irene (August 27-29, 2011) wreaked such havoc that streams and rivers wiped out bridges, displaced people and livestock, destroyed property and took lives. Clearly local infrastructure was not equipped to handle the excessive amounts of precipitation that flooded the area. Between 1958 and 2010, the Northeast experienced more than a 70% increase in the amount of precipitation falling in very heavy events (the heaviest 1% of all daily events).

Climate change is at a crisis stage causing significant adverse impacts.

News and media outlets daily report catastrophes, both natural or precipitated by some human activity, that illuminate the latest major storm event or consequence, or provides us with warnings about the polar ice caps melting, coral reefs dying, species

becoming extinct, and other disasters that were heretofore seen as nature-driven if they happened at all. Now these events are phrased within the context of human impacts of our activities since the Industrial Age that have raised the worldwide temperature.

The amount of warming in the Northeast is dependent on global emissions of heat-trapping gases. A warming of 4.5 degrees to 10 degrees Fahrenheit is projected by the 2080s unless global emissions are reduced substantially, and the frequency, intensity and duration of heat waves are expected to increase. These increases will adversely affect vulnerable populations, infrastructure, agriculture, and ecosystems (U. S. Global Change Research Program). The adverse economic consequences resulting from climate change are as severe as the physical damage these events cause.

According to the Hudson Valley Economic Development District Annual Report Update of 2016-2017, private sector job growth in the Kingston-Ulster region increased 1.15% (Total Non-Farm Jobs) and 1.71% (Private Sector Jobs). Jobs were concentrated in the service-providing industries in the region. While Ulster County enjoys a diverse economic base, the county shares problems faced by other Hudson Valley counties: a lack of infrastructure for development sites and a shortage of workforce housing that limits the ability of the county to host workers for its growing companies.

b. Summary of CAP Goals

A primary goal of the Climate Smart Task Force in preparing the Climate Action Plan is to reduce the town government Greenhouse Gas (GHG) emissions. The plan prioritizes GHG reductions by focusing first on those municipal entities that emit the most metric tons of carbon (MTC02). The targets are the vehicle fleet with 45% of total emissions and administrative facilities with 43% of total emissions. The plan's goal is also to continue to foster both short and long term cost-effective, energy-efficient technologies in administrative facilities. The task force recognizes the importance of promoting a climate smart culture throughout our municipal government and community-at-large. Ensuring that energy and resource efficiency are explicitly considered and examined throughout town government decision-making is another important goal of this plan. This plan seeks to accomplish these climate goals in a cost-effective way that saves the town and taxpayers money.

c. Focus Area and Major CAP Initiatives

The overall goal of the Climate Smart Task Force is to reduce our greenhouse gas emissions footprint to levels below those that endanger our town and the planet. The Town of Saugerties is joining with municipalities across the state in this effort by systematically analyzing our energy information to determine the most feasible means of meeting our energy needs. The CAP constitutes the report on our progress and a tool to both keep municipal officials informed and provide a pathway for achieving these goals.

This effort has been made possible because of a new "energy vision" supported by an army of resourceful volunteers, farsighted leadership, and state agency personnel engaged in the same overall goal: create a world that is as close to fossil-energy free as possible, and that carries within it the seeds of a healthy future.

The specific initiatives focus on the Town of Saugerties' emphasis on transitioning to solar as the primary electricity source for our facilities and vehicles, on reducing the use of gasoline and diesel fuels by gradually replacing town trucks and heavy equipment with more energy efficient models, and reducing use of fossil fuels by exploring more energy efficient ways of heating buildings.

II. INTRODUCTION

a. Local Climate-Change Impacts

Locally, the impacts of climate change become visceral and real. Vectors such as seven species of diseases-spreading ticks and exotic insects such as malaria-bearers, will proliferate north into newly defined temperate zones because of increased temperatures. Local farmers who lost significant fruit crops in the rainfall of 2018 may find themselves unable to survive as traditional Saugerties farmers anymore. Biodiversity will be impacted in any community—forests are under a diverse number of threats including invasive species impacts, high deer populations, and pollution largely due to climate change. The U. S. Army Corps of Engineers is currently studying the estuary and intercoastal waterway for ways to dramatically lessen the impacts of storm events by creating berms and barriers, principally in the metropolitan New York area. These will affect more than just the waterfront properties.

In Saugerties, we can deduce that because of the semi-rural nature of the town, the proximity of New York City, and the attractiveness of the area, the trend toward development and modest job growth will continue to result in increased stresses on the environment and climate change. We need to take steps now to plan for the future by reducing GHG producing activities. We also need to mitigate the impact of extreme weather events in the Northeast and contribute to our share of the solution.

Localities, thanks to far-sighted state initiatives such as the CAP and Renew the Energy Vision programs, are rising to the occasion. New York State's "Renewing the Energy Vision" (<https://rev.ny.gov/>) is the state's energy strategy which outlines various state-wide goals including GHG emissions reductions, energy efficiency and renewable. Solar farms are being promoted and built, electric vehicle charging stations and vehicles are catering to a new and enlightened energy clientele, and essential infrastructure such as re-sized culverts and rebuilt bridges are being placed into service. Water and sewer plants located in a flood plain are being "hardened" against climate change.

b. Climate Action Plan (CAP) Benefits for Town Government Operations

A CAP is a strategy document that sets goals and outlines a set of initiatives that reduce GHG emissions to combat climate change on the local municipal level. Using a GHG emissions inventory as the foundation, a CAP defines GHG reduction targets and provides a framework for achieving those targets. The CAP identifies priority actions and facilitates coordination across government departments. In addition, the CAP supports effective action over time by establishing methods for assessing progress and adjusting the local strategy if GHG targets are surpassed or not fulfilled. A CAP provides data that inform the town government about evidence--based measures

to reduce Greenhouse Gas (GHG) emissions. By developing such plans for their own operations, local governments take leadership roles and provide their communities with inspiration for even greater community-wide action.

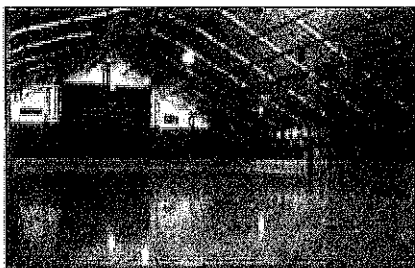
III. PAST AND CURRENT CLIMATE PROTECTION INITIATIVES

a. Town Energy in the Climate Age

It all started with an ice arena and a partnership with the New York State Energy and Research Authority (NYSERDA)

Saugerties' commitment to implementing energy-efficient measures, reducing energy costs, and lowering greenhouse gas emissions spans two decades. In 2002, the Town began a partnership with NYSERDA's New Construction Program on a new ice arena, an

enormous project with significant budget constraints. With \$50,000 in incentives from NYSERDA the town installed a high efficiency brine chiller, an infrared ice temperature monitor, a smart-drive pumping system, and a clear ice reverse osmosis demineralization.



The ice arena has become a popular regional attraction. An energy efficient expansion of town hall, with the help of incentives through NYSEDRA's New Construction Program took place in 2005.

In 2006 the Town Board unanimously passed a resolution making Saugerties an Energy Smart Community and began a close and productive relationship with the Mid-Hudson Energy Smart Communities network. The following year, a Green Energy Task Force was appointed that, in addition to establishing a baseline for the town's current emissions and recommending reduction targets, initiated a local cable access television show and local newspaper column emphasizing the connection between energy use and greenhouse gas emissions. Local energy-saving initiatives highlighted included:

- Town residents who had installed photovoltaic systems on their homes;
- Energy Star appliances and homes;
- Films of discussions with the Mid-Hudson Energy Smart Communities network regarding NYSERDA's programs, including incentive programs for job training and PV installations;

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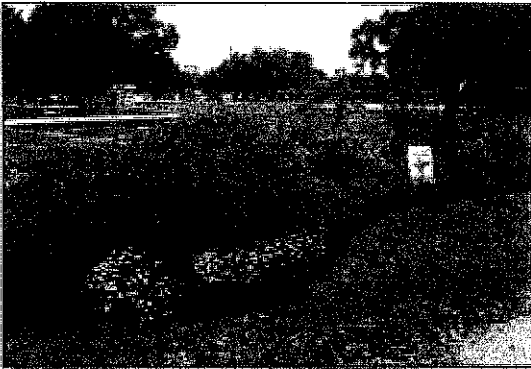
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- Public information meetings for people in the building and construction trades about the benefits of becoming an Energy Star home builder, as well as training and reimbursement opportunities through NYSERDA;
- Showcased local Saugerties business owners who had installed energy-saving equipment, like the owner of Total Tennis, whose 100,000 kw array was home to the largest solar installation in Ulster County. Total Tennis is currently in the process of expanding its solar footprint.

Saugerties was the first town in Ulster County to take the pledge.

In 2009, NYSERDA selected the Town of Saugerties as a pilot community for direct assistance under its Focus on Local Government Program, and the Town Board unanimously passed a resolution to take the

Climate Smart Communities pledge to reduce greenhouse gas emissions and become a Climate Smart Community Partner. Saugerties was one of only 31 municipalities in New York State to respond to the initial request from then DEC Commissioner Peter Grannis, and the first in Ulster County.



The government undertook an energy audit for the Greco Senior Center (the town's seniors center and main building for large meetings) more than ten years ago, resulting in the replacement of old boilers, and created an attractive rain garden at the center's parking area to illustrate the benefits of diverting storm water from local sewer treatment plants. A solar array for the Greco Senior Center, originally planned in 2009, was installed in 2017. The Town Hall/Donlon Wing also received an energy audit, and both buildings along with the Kiwanis Ice Arena Complex and the Glasco Wastewater Treatment Plant are currently undergoing new energy audits (2019) under

NYSERDA's FlexTech program.

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In collaboration with Solarize Hudson Valley and Sustainable Hudson Valley, a Solarize Saugerties Team formed in March 2016 to launch a Solarize Campaign. The campaign brought to the community the opportunity to obtain renewable energy through rooftop solar panels. The focus of the campaign was to make it simple and easy for local homeowners and businesses to get solar energy. The team presented several workshops with information about solar technology, benefits, choices and financing options. A solar open house was held to



allow the public to learn firsthand from a homeowner who had solar rooftop panels installed. As a result, there were sixty-six rooftop solar installations, and a donation of rooftop panels for the senior center by Direct Energy Solar, a company that participated in the campaign.

Seventy-four percent of the off-street lighting on town property has been converted to LED, and in March of 2019 the Town Board voted to have Central Hudson convert all of the Town of Saugerties street lights to LED.

Saugerties installed its first Electric Vehicle Charging Station for public use at the Kiwanis Ice Arena in 2017. Two more stations, one at the Greco Senior Center, and a second near the tennis courts at the Cantine Veterans' Memorial Complex, were installed in the spring of 2019 providing for a total of six charging units. The town added two fleet vehicles, an electric for the management of the town water-sewer district and a hybrid police vehicle.

The necessity of the times has also led the town to pursue various avenues to achieve climate stability. The CAC is currently pursuing waste stream management goals along energy-saving principles or in keeping with climate-control needs, including an intensive invasive species inquiry to protect the Esopus Creek, an important recreational and aesthetic resource.

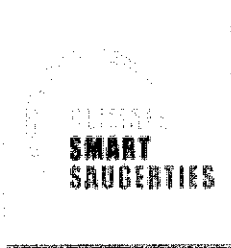
The Town Highway Department's early participation in federal FEMA programs on bridges and culverts led to significant and often attractive projects to stabilize stream flows and protect our tributaries. FEMA officials advised other communities that struggled with the program to "do it like Saugerties did." Similar work on replacing undersized culverts came with the \$3 million NY Rising program, which also led to a dam repair (for fire protection purposes) and improvements to a sewer plant to protect against flooding during major storm events. These were all sophisticated and reliable responses to storm events locally.

A 20-megawatt 95-acre Geronimo Energy solar plant, one of five major solar projects in the state, has been approved by the Planning Board. A five-year effort to attract a solar company to Saugerties for its municipal energy needs is culminating with the development of a two-megawatt solar farm on the town's former landfill—a project estimated to bring in \$500,000 in revenues for the town over 15 years.

b. Climate Smart Communities (CSC)

The New York State Department of Environmental Conservation (NYSDEC) launched the Climate Smart Communities (CSC) initiative in February 2009 to foster state and local partnerships and to encourage climate protection. Municipal participation in the program begins with a pledge by the local government to set reduction goals for GHG emissions, to improve government energy efficiency, to encourage renewable energy use, and to take additional steps to combat climate change.

c. Conservation Advisory Commission Climate Smart Task Force



The Town Board appointed the Saugerties Conservation Advisory Commission (CAC) in March 2018 as a Climate Smart Task Force to help achieve New York State Climate Smart Community certification for the town. Certification means leadership recognition, access to grants, and free technical assistance for the town as it seeks to reduce its GHG emissions. Meeting monthly, the task force worked on specific certification actions recommended by the Climate Smart Communities program with the goal of reducing the town's GHG emissions. With the guidance of Hudson Valley Regional Council's regional Clean Energy Communities Coordinator, the task force work included: reviewing and selecting specific actions the town can take that reduce the emissions, reduce energy use, adapt to climate change, and achieve cost savings in the process. The task force's work has included:

1. Gathering and using data about electricity use to create a GHG inventory;
2. Recommending an energy audit of municipal buildings;
3. Documenting climate smart actions the town had already completed;
4. Recommending a town shade structure policy;
5. Supporting a food scraps composting program;
6. Documenting both street lighting and outdoor lighting converted to LEDs;
7. Documenting interior lighting upgrades for six government-owned buildings;
8. Creating a Climate Smart Saugerties Website and Facebook page;
9. Linking the Climate Smart Saugerties Website to the town website;
10. Adopting goals for specific energy and GHG emission reduction;
11. Setting a goal to maximize the use of renewable energy;
12. Organizing a Go Smart Go Green Fair to inform the public on a variety of climate smart products, services and actions that they can take.

d. Clean Energy Community (CEC)

Working with the support and direction of Clean Energy Communities Coordinator, Europa McGovern, and Climate Policy Analyst, Dazzle Ekblad, of NYSDEC's Office of Climate Change, Saugerties achieved designation as a Clean Energy Community in August 2018—only the fourth in Ulster County, thereby recognizing the town's leadership in reducing energy use, cutting costs and driving clean energy locally. CECs advance the Governor's Reforming the Energy (REV) strategy by demonstrating the importance of localities in helping New York reach its Clean Energy Standard mandate of having half of the state's electricity coming from renewable energy resources by 2030. Since then, Saugerties has been doing its part and recouping the benefits as a result.

Saugerties received the designation for completing four of the ten high-impact clean energy actions identified by NYSERDA as part of the Clean Energy Communities initiative. The four actions the town completed are: installing an Electric Vehicle charging station near the Kiwanis Ice Arena; joining the state's Uniform Solar Permit program, training a building inspector in energy issues, and completing the Solarize Saugerties program, which resulted in 66 rooftop solar installations.

e. Committees and Local Government Departments

Progress might not have happened had it not been for the active and highly positive commitment of the town boards, which have constantly and consistently supported energy-saving recommendations. An example is the support given to the town's arrangement with East Light Solar for a new solar farm coming to our former landfill, which is expected to yield almost \$500,000 in income over 15 years—from what has been an unproductive property since the closing of the landfill. The project was four-and-a-half years in the making.

As departments such as police and wastewater treatment became knowledgeable about the fiscal benefits that might accrue in following a comprehensive energy program, the town embraced the move into a more economical and cleaner future. The greatest benefits are likely to occur in the buildings and grounds department, where superintendent and staff already had a toehold on energy savings—because of the Helmoortel Town Hall addition, the Kiwanis Ice Arena, the extensive LED replacement program undertaken for town lighting, the EV charging stations, and our initial experience with solar at the Greco Center.

IV. PUBLIC OUTREACH

a. Overview

Public outreach creates an involved citizenry that leads to an important partnership between the government and the governed. As representatives of the people, the Town Board seeks not only to inform the public but also to involve Saugerties citizens in a wide range of government-related

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activities. Citizen involvement in the affairs of town government is evidenced by the many volunteers who serve on the numerous boards and committees established by the Town Board.

The town government employs a variety of methods to inform and engage the public. The town website <https://townsaugerties.digitaltowpath.org> provides easy access to information related to all aspects of town government. Town Board meetings are videotaped; the website provides a link to where the meetings can be viewed. The site includes Town Board agendas, meeting minutes, officials contact information, committees and boards that support the work of the town government. *Lighthouse TV*, the community cable channel, is another medium used to inform and involve the public. The local weekly newspaper, the *Saugerties Times*, and the *Daily Freeman* inform the public about town government issues and decisions.

In September 2018 the Climate Smart Task Force launched a website www.ClimateSmartSaugerties.org that provides information about climate change, what citizens can do and what the town is doing to address the climate crisis.

b. Climate Action Plan (CAP) Outreach

A draft of the Saugerties Climate Action Plan was available to the general public for comments in the following ways:

- A copy was available for viewing at Town Hall in the Town Clerk's Office and at the Saugerties Public Library;
- The document was posted on the Town of Saugerties website;
- The document was posted on the Climate Smart Saugerties website;
- Information on the CAP was posted on *Lighthouse TV*23, the local cable bulletin board.

Following approval of the Town of Saugerties Climate Action Plan by the Town Board, the general public will be kept informed of progress toward meeting greenhouse gas emissions reduction targets as determined by subsequent analyses and reports. Updates will be posted on the Town of Saugerties website, the Climate Smart Saugerties website and in local newspapers.

V. OVERVIEW OF GREENHOUSE GAS (GHG) INVENTORY

According to the GHG Inventory, the Saugerties' town government operations produced 1,225.60 metric tons of greenhouse gas emissions and spent \$435,890 on energy costs in the 2016/2017 years average. The inventory was created with the assistance of the Hudson Valley Regional Council and Climate Associates over a two year period – 2018 and 2019 with data collected over the two –year period 2016 and 2017. Both organizations were funded via NYSERDA Clean Energy Communities Program contracts.

a. Developing a GHG Inventory Baseline

The Town of Saugerties' baseline GHG inventory is a tool that gives the town a comprehensive depiction of its energy consumption, the cost of that consumption, and the greenhouse gases emitted from that consumption. It provides the town with a roadmap to reducing emissions in the short term and over the course of the next five years and beyond. It gives the town the information it needs to compare future government GHG emissions and measure the success of the town's reduction goals.

b. Developing a Facilities Master List

A key step was to create a Facility Master List that included the town's sixty facilities and other structures (including streetlights) that use at least one form of energy. Each was assigned a category to indicate the type of infrastructure. Similar facilities, along with their energy use, were placed into sixteen groups. This makes the inventory more readable and useful for those in town government who will be using it as tool to reduce emissions and for the public who have a stake in our town's clean energy future.

c. Data Collection

The GHG inventory accounts for the emissions attributed to town government's operations that consume fossil fuels. The GHG Protocol, which the town followed, defines direct and indirect emissions as follows:

Direct GHG emissions are emissions from sources that are owned or controlled by the reporting entity.

Indirect GHG emissions are emissions that are a consequence of the activities of the reporting entity, but occur at sources owned or controlled by another entity.

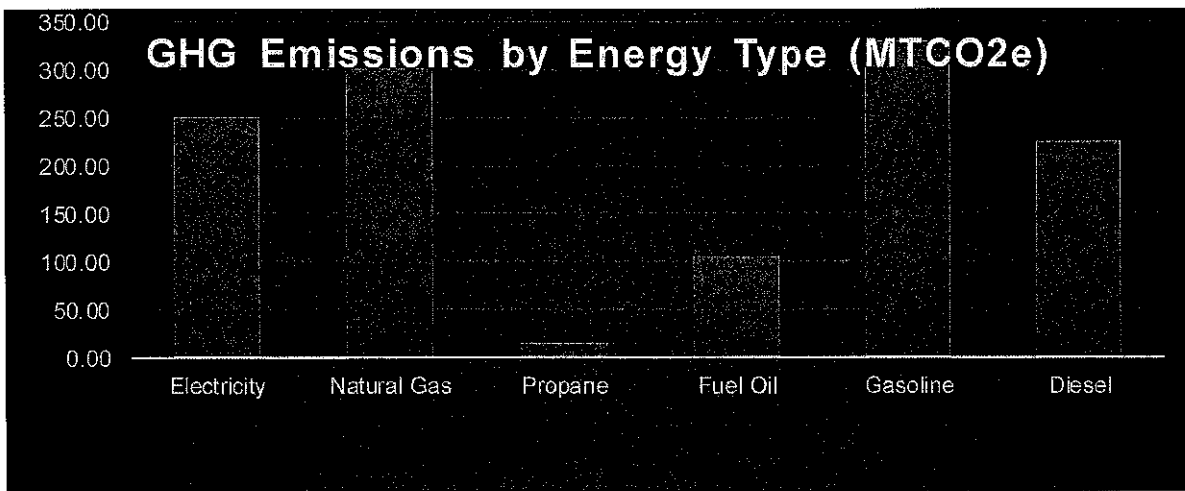
The following data were collected and included in the baseline GHG Inventory:

Scope 1 Fuels DIRECT EMISSIONS are natural gas, propane, heating oil, kerosene, gasoline and diesel.

Scope 2 Fuels INDIRECT EMISSIONS are electricity

VI. BASELINE ASSESSMENTS LEADING TO PLANNING AND ACTION

The first step toward reducing greenhouse gas emissions is to identify baseline levels of emissions in the town’s government operations most responsible for those emissions. This information was key to selecting our emissions targets, as well as the short-term and long-term reduction measures contained in this plan. This section is an indication of steps the Town of Saugerties has started now to reduce municipal emissions.



GHG Emissions by Energy Type

Vehicle Fleet

The Vehicle Fleet consisting of the vehicles and equipment used by the Police Department and the Highway Department provided the largest source of GHG emissions of 556 metric tons of carbon ((MTC), or 45% of the total Municipal GHG emissions. The costs for these two departments were: Gasoline \$74,394 and Diesel \$37,991 for a total of \$112,385.

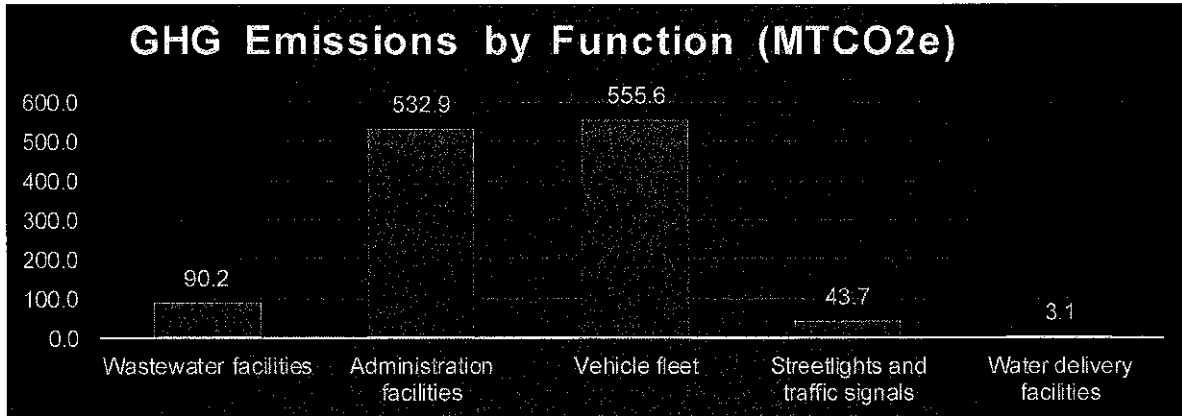
The other department fleets (Transfer Station, Building Inspector, Parks & Rec, Animal Shelter, and Glasco (WWTP) combined emitted 140 metric tons of carbon, or 25 % of the total GHG for the whole vehicle fleet. The cost to our Town was \$19,815.32 in gasoline and \$8,329.09 in diesel.

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Since completing the GHG inventory, the town has purchased one electric vehicle and one hybrid to begin the process of reducing emissions from the vehicle fleet. The GHG emission reduction after removing two conventional vehicles and replacing with one electric vehicle and one hybrid is equal to 7.47 metric tons of carbon.



GHG Emissions by Function

Administration Facilities

Administration Facilities were the next largest emitter of greenhouse gases, generating 532.9 metric tons of carbon or 43% of the town government's total emissions. Most of the emissions were generated through the use of natural gas and electricity.

a. Natural Gas

The town has begun the process of having energy audits done at its municipal buildings to assess improvements that can be made to the heating and cooling systems as well as to the building envelope. The audits have been completed for the town hall complex, the senior center, the Glasco wastewater treatment plant, and the ice arena, specifically the chiller plant. We're awaiting reports from the auditors and will make recommended changes accordingly, not just to natural gas, but to fuel oil and propane which are also used for heating buildings.

b. Electricity

Of the many facilities in this category, the Ice Arena uses the largest amount of electricity and generates the most GHG emissions. The chiller plant uses almost half of the Ice Arena's electricity and generates the most GHG emissions with 22 tons of CO₂e. The chiller was state-

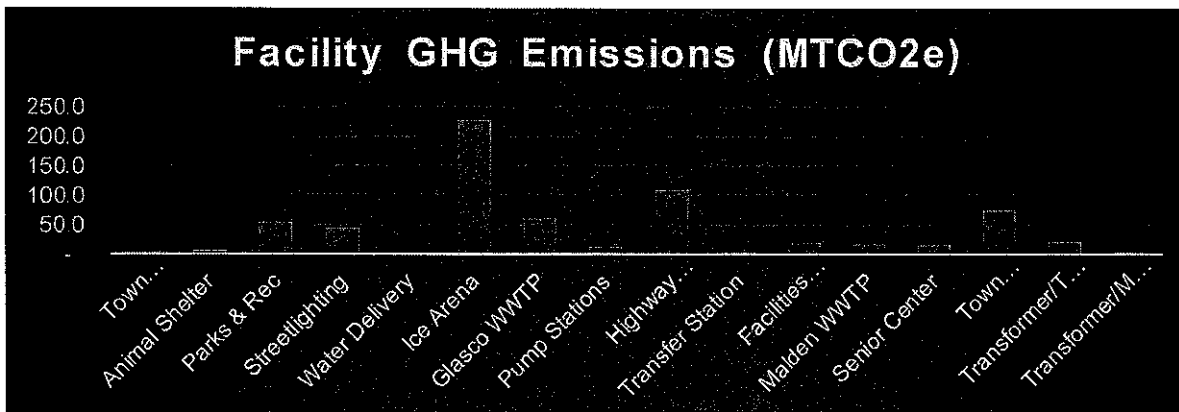
TOWN OF SAUGERTIES CLIMATE ACTION PLAN

<http://www.climatesmartsaugerties.org/climate-science.shtml>

<https://townsaugerties.digitaltowpath.org>

of-the art in 2001, but it is no longer as efficient as the 2019 models now using a non-ozone depleting gas.

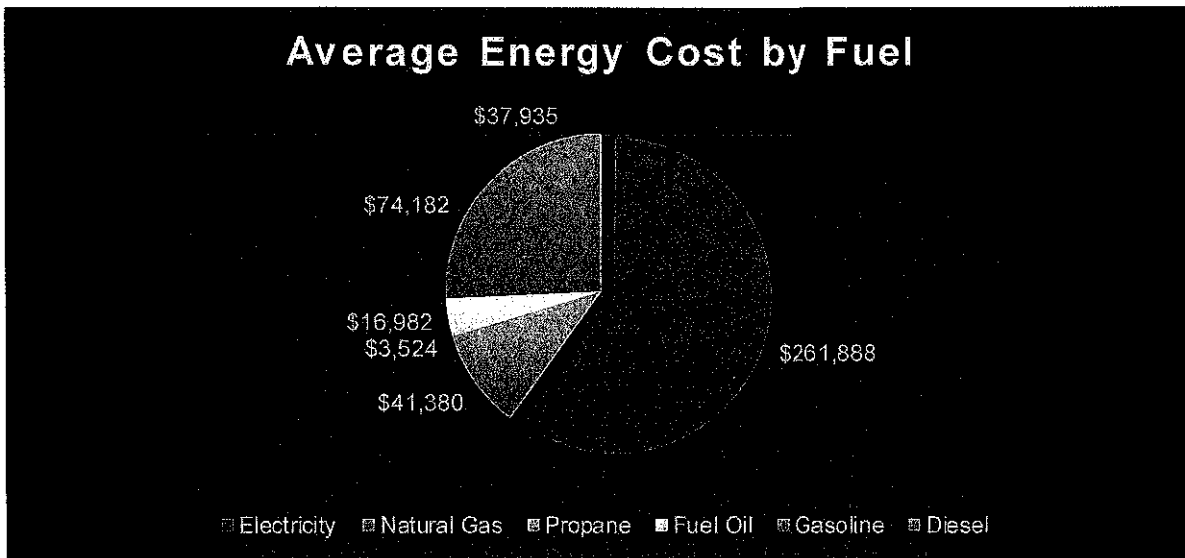
Our immediate goal is to apply for funding to help pay for a new high efficiency chiller plant. If we improve efficiency by, at minimum, 15%, we will reduce emissions by 4.5 metric tons.



GHG Emissions by Facility

To reduce administrative facilities' CO2e emissions overall, the town government plans to purchase solar credits equaling up to 40% of the capacity at a 2 megawatt solar farm being installed on our existing capped landfill. This could reduce KWH usage by 800,000 and emissions by approximately 107 metric tons of carbon (MTCO2e). The cost savings will be determined by how much it has cost us to date for each KWH (\$.1738 per KWH) and how much we will be paying for each KWH from the landfill solar farm. We are looking at a cost of \$.07/KWH, bringing the savings to about \$80,000.

The town will also purchase additional solar credits in the next few years, reducing emissions by approximately 115 metric tons of carbon.



VII. GHG EMISSIONS REDUCTIONS: GOALS, STRATEGIES AND TARGETS

Because of an energized and motivated Supervisor and Town Board, the task force has had the support to put together a realistic Climate Action Plan. Without the full participation and assistance of the town's department heads and municipal staff, it would be impossible to bring a Climate Action Plan to fruition.

GOAL

Reduce GHG emission by 20% by the year 2025

STRATEGY

Following is the town's strategy for achieving the goal.

FACILITIES

1. Prioritize recommendations in the recent audits pertaining to building envelopes. Also, explore the applicability of and potential for conversion to energy-efficient heat pumps, both ground and air source systems as a way of transitioning away from natural gas, fuel oil, propane and kerosene.
2. Continue energy audits of buildings not included in the 2019 group. This will help determine the most energy-efficient measures that will result in reductions of emissions and costs related to heating municipal buildings.

TOWN OF SAUGERTIES CLIMATE ACTION PLAN

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ELECTRICITY

- The town, as noted, has committed to purchasing carbon credits from the solar farm at the closed and capped landfill. We will continue to purchase offsets as new solar farms are constructed within the next two years.
- The town will pursue funding for a new state-of-the-art chiller plant to reduce emissions.
- The town will complete the conversion to 100% LED streetlights. At present, only 15% of the municipal streetlights are LEDs. Saugerties will retrofit the remaining 352 non-LED streetlights to LEDs by the summer of 2019. This will reduce our emissions by 30.84 MTC02e, our usage by 195,844 KWHs, and save \$27,039 in the cost of electricity.

SOLAR

- The town is exploring the option of putting solar arrays on other town buildings.

TOWN POLICIES

- The town has several noteworthy energy efficiency practices, but not all are codified in town law and they should be.
- Additional policies pertaining to updated building codes, purchasing policies, fleet management, just to name a few, are being explored.

VEHICLE FLEET

- Transition to electric and plug-in hybrids for town vehicles. For trucks and heavy equipment, implement a replacement policy of upgrading to higher efficiency models.

TOWN OF SAUGERTIES CLIMATE ACTION PLAN

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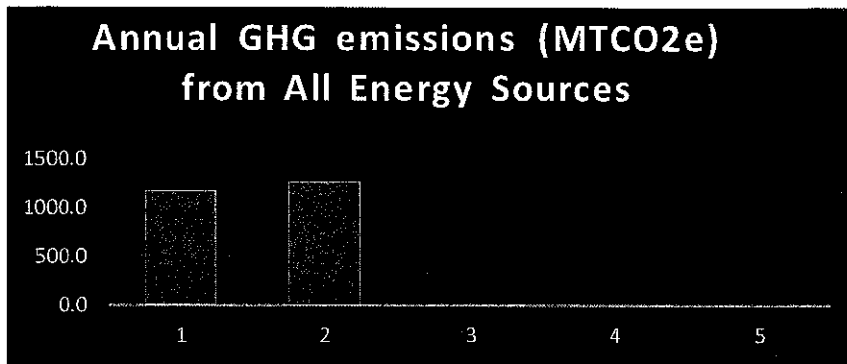
<https://townsaugerties.digitaltowpath.org>

VIII IMPLEMENTATION



A total of 1225.60 metric tons of CO2 were emitted from all municipal operations on average for 2016 and 2017.

Source: Greenhouse Gas Inventory Data 2016 - 2017



All Municipal Operations	1181.30	1269.90	1225.60
Wastewater facilities	86.9	93.5	90.2
Administration facilities	539.7	526.1	532.9
Vehicle fleet	507.5	603.7	555.6
Streetlights and traffic signals	44.3	43.1	43.7
Water delivery facilities	2.8	3.4	3.1

This section of the Climate Action Plan addresses how the town can achieve the goal of reducing its Greenhouse Gas emissions by 20% and perhaps beyond that goal by the year 2025

The town’s vehicle fleet and administrative facilities are the largest emitters of Greenhouse Gas.

Vehicle Fleet

The town purchased one plug-in hybrid (PHEV) for the Police Department in 2019 to replace one that gets low miles per gallon. The Chief of Police has committed to replacing two inefficient vehicles per year with hybrids for five years starting in 2020. The town also purchased an electric vehicle (EV) for the Glasco Waste Water Treatment Plant which will replace an inefficient pickup truck. This plan also includes adding one electric vehicle to the fleet to replace conventional low efficiency vehicles for the next five years. These initiatives will result in a vehicle GHG emissions reduction of 51.1 metric tons of MTCO2.

TOWN OF SAUGERTIES CLIMATE ACTION PLAN

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Administrative Facilities

The town has committed to purchasing up to 40% of the capacity of a two-megawatt solar farm at its long-closed landfill. These offsets reduce emissions by 107 metric tons of carbon. Additional solar offsets from solar farms set to be built will reduce an additional 115 metric tons of emissions. We will apply for funding to purchase a new high efficiency chiller plant. This will reduce emissions by an estimated 4.5 MTCO₂. The town will implement recommendations from the energy audits pertaining to energy efficiency and reducing the use of natural gas, heating oil, propane and kerosene.

Streetlights

The town will replace the remaining 352 non-LED streetlights with LEDs in 2019. The initiative will result in a total streetlights reduction of 30.85 MTCO₂.

Funding

All of these planned and anticipated reductions add up to 25% of the 2016/2017 total 1,225.60 emissions. These reductions are higher than our goal of 20%. The task force has considered the fact that five years in the world of municipal budgets and grant opportunities can bring unanticipated economic changes. Some projects or purchases may be postponed or reduced despite the best of intentions.

Appendix

There will be more GHG emissions reductions added to this list in the years to come. Some were mentioned previously in this plan and some are part of the project list in the Next Steps section of this plan. The commitment to make the Town of Saugerties a leader in combatting climate change will continue well into the future.

Metrics for Measuring Progress.

The projects list in Section IX Next Steps includes three types of actions: (1) actions that will result in a direct reduction of GHG emissions; (2) policy actions when implemented will result in energy savings and GHG emissions reduction; (3) community actions that will result in significant GHG reductions and heightened community awareness of the need to reduce community-wide GHG emissions and how to achieve those reductions.

1. The actions resulting in GHG emissions reduction will be quantified when the next government GHG emissions inventory is completed, and results are compared with the current inventory. Once finalized, the East Light Solar Plan will determine the exact amount of electricity the town will purchase. Cost, energy use and GHG emissions reduction will be available in a year. The two Electric Vehicle Charging Stations will be completed in May of 2019. Their cost will be \$4,974 when the \$16,000 rebate from

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the Charge Ready NY program is received. The Kiwanis Ice Arena roof is scheduled to be upgraded this year.

2. Policy actions include: writing a Green Fleet Procurement Policy, a Vehicle Idling Policy, updating the Waste Paper Recycling Policy, creating a Tree Replacement Policy, writing a Fleet Inventory Policy, and establishing green building standards for government buildings. The recommended policies can be developed by town employees in consultation with the Department of Conservation (DEC) and NYSERDA. Once reviewed by the appropriate department heads and approved by the Town Board, the scorecard on progress can be a simple check list at the end of one year. The cost of implementation is staff time.

3. Audit Report Recommendations

An audit report with recommendations for the ice arena chiller, which uses a significant amount of electricity, is completed. The recommendations will be reviewed and consideration will be given regarding the availability of funds and a time-frame for implementing recommendations. Replacement of the chiller is estimated at \$250,000 with a payback of 15.6 years. However, interim energy saving steps can be taken until funding is identified for replacement.

Audit recommendations for the Waste Water Treatment Plant, Town Hall Helsmoortel and Donlon Wings, and the Greco Senior Center will be assessed and action steps integrated into the CAP project list. A Government Solid Waste Audit will be an important first step in determining the quantity of waste generated by government operations and the possibility of reducing such waste. A process to determine how to and who will complete such an audit is needed. Undoubtedly it will yield recommendations for reducing waste. Food Scraps Recycling is an idea that is being discussed and implemented locally. The Saugerties Transfer Station is collecting food scraps now. Currently the cafeteria manager for the Saugerties School District is conducting a waste food audit to quantify the amount of food waste generated. This information will be given to Community Compost Co., a business that collects food waste and returns compost to its customers. At a recent meeting, it was estimated that between half-a- ton and one ton of food waste per week will be diverted from the local landfill if the school district participates in this plan. The cost to participate in the plan will be partially offset by savings in the cost of waste pickup.

4. Community Wide Actions

The task force recommends that a Community GHG Inventory and Community Climate Action Plan be developed to address the overall GHG emissions produced by the different sectors of the community. The task force obtained a Town of Saugerties community greenhouse gas emissions inventory (GHG), conducted in 2010 by New York State, that identifies and quantifies the sources of GHG emissions from community activities. It establishes a baseline from which future emission reductions and progress can be measured. The inventory reveals that the community produced 267,287 metric tons of GHG emissions. Mobile energy is the community's largest source of greenhouse gas emissions representing approximately 45% of the community emissions. Developing a Community GHG Inventory and creating a Community Climate Action Plan are steps that require significant community volunteer involvement. Forming a committee to develop a process for creating the inventory and the action plan is needed. To complete these initiatives, additional volunteers and grant funding will be required.

5. Prioritizing Projects

The Greenhouse Gas Inventory for Government Operations reveals that the town's vehicle fleet and the administrative facilities are the largest emitters of greenhouse gas. Determining priorities for project implementation two main factors need to be considered: the amount of greenhouse gas the project will reduce, and the funds available to implement the project. The town has relied on state grants to fund many of its energy-saving and GHG reduction initiatives in the past, and will continue to aggressively pursue grants to implement the projects in progress and the projects recommended in this plan, (See IX. Next Steps, page 23). Prioritizing projects for implementation depends largely on emission reductions, budgetary constraints, on the resources available, and on grants available to the town.

IX. NEXT STEPS

a. Climate Action Committee

The Climate Smart Task Force recommends a steady agenda of progress to achieve GHG emission- reduction goals by 2025

A designated Town Board member and a Climate Action Committee will be tasked to review the Projects List annually to determine progress on implementing actions designed to reduce GHG emissions. At the same time as new ideas and solutions emerge for reducing GHG emissions, they will be brought up, discussed, and new recommendations made to update the list. A progress report will then be generated on

an annual basis. The reports will be published on the town website to inform the public of efforts undertaken by town government and results achieved. The reports also serve to heighten public awareness and encourage citizens to reduce their carbon footprint.

b. Five-year Inventories

Progress towards achieving GHG reduction targets will be measured by conducting subsequent GHG inventories every five years. If goals and targets are being achieved, a new GHG Inventory baseline year will be established with new GHG emissions reduction targets and strategies to achieve those targets.

c. Appendix Updates

The Climate Action Plan will be updated by means of an updated appendix to the original plan with revised or new strategies as they emerge and new GHG emissions reduction targets. Future GHG emissions reduction targets will be based on subsequent GHG emissions inventories. Due to the ongoing nature of this process, it will be necessary to designate a committee to take responsibility for updating the plan, and to continue to partner with town employees to search for sources of funding for GHG reduction initiatives.

TOWN OF SAUGERTIES CLIMATE ACTION PLAN

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d. Projects List

PROJECTS	
In Process	Date
Chiller Study	2019-2020
WW Treatment Plant Audit	2019
Town Hall /Helsmoortel Audit	2019
Town Hall/Donlon Audit	2019
Purchase Hybrid Vehicle (police)	2019
Install 2 EV Charging Stations	2019
LED Street Light Replacement	2019
Kiwanis Ice Arena Roof Upgrades	2019
Waste Stream Management Efforts	ongoing
East Light Solar Plan at landfill	2021

Recommendations	
CCA Energy Management	2020
Green Fleet Procurement	2019-2024
Ice Arena Chiller Update	2020
Vehicle Idling policy	2020
Green Fleet Procurement Policy	2019
School District Food Scraps Recycling	2019-2020
Conduct a Gov. Solid Waste Audit	2020
Climate Resiliency Plan	2019
Update Waste Paper Recycling Policy	2019
Audit recommendations WWT Plant	2020
Audit recommendations Town Hall	2020
Audit recommendations Senior Center	2020
Community GHG Inventory	2021
Community GHG Climate Action Plan	2023
Conduct a Fleet Inventory	2020
Adopt a Fleet Inventory Policy	2020

The Climate Smart Task Force recommends a steady agenda of progress over the next five years contained in a Projects List. For instance, the town is planning energy-efficient roof upgrades at the Kiwanis Ice Arena for energy savings; addressing issues with the arena’s chiller—now 18 years old and being reviewed by auditors; entering into a major energy agreement for our own former landfill; examining the prospect of a historic Community Generation Solar Project; completing the conversion of all its streetlights to LED; adding new electric-hybrid police vehicles, instituting a town no-idle policy for its vehicles, if suitable; creating a climate resiliency plan and updating its wastepaper recycling policy. These are just among the innovative initiatives that have evolved as doable and economical in response to climate change.

The task force also anticipates that the continued application of the CAP will propose full reviews with changes, recommendations, and new ideas every five years as previously stated. A committee needs to remain active, working with leadership, staff, department heads and the public to ensure that the scourge of climate change is addressed to the fullest extent possible.

TOWN OF SAUGERTIES CLIMATE ACTION PLAN

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Acknowledgments

Saugerties Town Board

Supervisor Fred Costello, Jr.

Deputy Supervisor Leeanne Thornton

Paul Andreassen

John Schoonmaker

Michael MacIsaac

CAC Climate Smart Task Force

Coordinator Mary O'Donnell

Skip Arthur

Janet Asiain

Vivian Beatrice

Carole Furman

Mike Harkavy

Patti Kelly

Susan Murphy

Elizabeth Shafer

Leslie Surprenant

Steve Wehr

Mary Anne Wrolsen

Town Board Liaison Michael MacIsaac

Special Operations Coordinators Vernon Benjamin and Kathleen Gray

Climate Action Plan Preparation Committee

Vivian Beatrice, Carole Furman, Patti Kelly, Mary O'Donnell

Hudson Valley Regional Council

CEC Coordinator Europa McGovern

Climate Action Associates

James Yienger and Gregory Mumby

New York State Department of Conservation Office of Climate Change

Climate Policy Analyst Dazzle Ekblad

The Climate Smart Task Force extends its appreciation for the enthusiasm and support of the town supervisor, town board members, town department heads and staff. Additionally, the task force recognizes the 2010 Open Space Planning Committee and the Comprehensive Planning Committee for their work that has guided town government in addressing climate change. The Town of Saugerties recognizes the importance of the town's partnership with the New York State Energy and Research Development Authority (NYSERDA).

Credits: Cover Photo by Allen Bryan and Logo by Mark Smith. Layout/Design Mary O'Donnell



PATTISON, KOSKEY, HOWE & BUCCI

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Ned Howe, CPA (Retired)
Jon Rath, CPA (Retired)

Jean Howe Lossi, EA
Carol LaMont Howe, EA

April 30, 2019

To the Town of Saugerties Board Members:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Saugerties.

We will apply the agreed-upon procedures which the Town Board has specified, listed in the attached schedule, to the Town Justice Courts of the Town of Saugerties for the period of January 1, 2018 through December 31, 2018 prepared in accordance with the Handbook for Town and Village Justices and Court Clerks. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of those parties specified in the report and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

We do acknowledge that our procedures were designed and developed based on recommendations provided by the Handbook for Town and Village Justices and Court Clerks promulgated by the New York State Office of the Comptroller.

Because the agreed-upon procedures listed in the attached Schedule #1 do not constitute an examination or review, we will not express an opinion or conclusion on the Town of Saugerties Justice Courts. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If additional procedures are requested by the Town we will submit an additional proposal (addendum) prior to undertaking any new procedures.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Town of Saugerties Board. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Town of Saugerties Board Members, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

1 Hudson City Centre, Ste 203 Hudson, NY 12534 Tel: 518-828-1565 Fax: 518-828-2672	45 Five Mile Woods Road, Ste 1 Catskill, NY 12414 Phone: 518-943-4502 Fax: 518-943-6532	2880 Route 9, Ste 2 Valatie, NY 12184 Tel: 518-758-6776 Fax: 518-758-6779	340 Main Street Saugerties, NY 12477 Tel: 845-246-3803 Fax: 845-246-1035	157 Stockade Dr. Kingston, NY 12401 Tel: 845-331-5030 Fax: 845-331-0242	418 Broadway Albany, NY 12207 Tel: 518-662-4288 Fax: 518-758-6779
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The attest documentation for this engagement is the property of Pattison, Koskey, Howe & Bucci, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain attest documentation available to governmental agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

An agreed-upon procedures engagement is not designated to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Town Justice Courts that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the Town Justice Courts, we will disclose those matters in our report.

You are responsible for the Town Justice Courts and that it is in accordance with the Handbook for Town and Village Justices and Court Clerks; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the Town Justice Courts. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Gary Newkirk, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town Court Justices in accordance with the Handbook for Town and Village Justices and Court Clerks.

We estimate that our fee for these services will be \$1,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises or the procedures need to be modified, our agreement with you will need to be modified revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,
Pattison, Koskey, Howe & Bucci, CPAs, P.C.



Gary Newkirk, CPA
Shareholder

RESPONSE:

This letter correctly sets forth the understanding of Town of Saugerties.

By: _____

Title: _____

Date: _____

Schedule #1

April 30, 2019

Attachment to Town of Saugerties Justice Courts

Our agreed upon procedures will include:

1. Obtain an understanding of the Justice Court procedures including any written procedural documentation, perform walkthroughs and observations, etc.
2. Obtain the Town Justice's cash receipts ledger, verifying that pre-number receipts are issued, duplicate receipts are kept, and receipt book kept in manner to identify date received, payer and amounts of fines, fees, bail and other category of collection.
3. Obtain bank statements and review dates of the cash receipts per ledger to deposit dates to determine timely deposits and that the cash book reconciles to the bank reconciliation.
4. Obtain Town Justice's cash disbursement ledger, verify that pre-numbered checks are used, all checks signed by the Justice.
5. Obtain copies of Justice bank reconciliations, verify that the bank accounts are reconciled promptly after bank statements are received.
6. Obtain list of bail funds to ensure that it agrees back to the amount per the ledger.
7. Review reports to the Justice Court Fund, verify that the reports are made timely, reported amounts agree with the docket dispositions and case files.
8. Review the Justice Court records to verify that monthly accountability of the cash book was completed each month.



PATTISON, KOSKEY, HOWE & BUCCI

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April 30, 2019

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Table with 7 columns and 3 rows of office addresses and contact information for various locations including Hudson, Catskill, Valatie, Saugerties, Kingston, and Albany.

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You are responsible for the presentation of the Town Clerk in accordance with Local Government Management Guide: Fiscal Oversight Responsibilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the Town Clerk. In addition, you are responsible for providing us with (1) access to all information of which you are aware is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

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Very truly yours,

Pattison, Koskey, Howe & Bucci, CPAs



Gary Newkirk, CPA

Shareholder

RESPONSE:

This letter correctly sets forth the understanding of Town of Saugerties

By: _____

Title: _____

Date: _____

Schedule #1

April 30, 2019

Attachment to Town of Saugerties Town Clerk

Our agreed upon procedures will include:

1. Obtain an understanding of the Town Clerk procedures, including any written procedural documentation, perform walkthroughs and observations.
2. Obtain the monthly Town Clerk reports, monthly and daily cash receipt reports, check register and bank statements.
3. Support daily cash receipts to appropriate receipts, agreeing amounts and noting timeliness of deposits.
4. Compare monthly Town Clerk reports to monthly and daily cash receipt reports, agreeing amounts reported for accuracy.
5. Trace amounts remitted to the Town Supervisor and other governmental entities, per monthly Town Clerk reports to cancelled checks and agreeing amounts paid.
6. Review building permits issued, noting sequential order, agreeing total collected and selecting and testing a sample to verify fees charged were correctly calculated.



PATTISON, KOSKEY, HOWE & BUCCI

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To the Town of Saugerties Board Members:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Town of Saugerties.

We will apply the agreed-upon procedures which the Town Board has specified, listed in the attached schedule, to the Town Tax Collector of the Town of Saugerties for the period of January 1 – December 31, 2018 prepared in accordance with the Local Government Management Guide: Fiscal Oversight Responsibilities. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed is solely the responsibility of those parties specified in the report and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

We do acknowledge that our procedures were designed and developed based on recommendations provided by the Local Government Management Guide: Fiscal Oversight Responsibilities promulgated by the New York State Office of the Comptroller.

Because the agreed-upon procedures listed in the attached schedule #1 do not constitute an examination or review, we will not express an opinion or conclusion on the Town of Saugerties Tax Collector. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule. If additional procedures are requested by the Town we will submit an additional proposal (addendum) prior to undertaking any new procedures.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Town of Saugerties Board. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Town of Saugerties Board Members, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Table with 6 columns and 3 rows of office addresses and contact information for various locations including Hudson, Catskill, Valatie, Saugerties, Kingston, and Albany.

The attest documentation for this engagement is the property of Pattison, Koskey, Howe & Bucci, CPAs, P.C. and constitutes confidential information. However, we may be requested to make certain attest documentation available to governmental agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Pattison, Koskey, Howe & Bucci, CPAs, P.C. personnel.

An agreed-upon procedures engagement is not designated to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Town Tax Collector that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the Town Tax Collector, we will disclose those matters in our report.

You are responsible for the presentation of the Town Tax Collector in accordance with Local Government Management Guide: Fiscal Oversight Responsibilities; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the Town Tax Collector. In addition, you are responsible for providing us with (1) access to all information of which you are aware is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Gary Newkirk, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Town Tax Collector in accordance with Local Government Management Guide: Fiscal Oversight Responsibilities.

We estimate that our fee for these services will be \$1,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very truly yours,

Pattison, Koskey, Howe & Bucci, CPAs



Gary Newkirk, CPA

Shareholder

RESPONSE:

This letter correctly sets forth the understanding of Town of Saugerties

By: _____

Title: _____

Date: _____

Schedule #1

April 30, 2019

Attachment of Town of Saugerties Tax Collector

Our agreed upon procedures will include:

1. Obtain an understanding of the tax collection procedures including any written procedural documentation, perform walkthroughs and observations, etc.
2. Obtain the Tax Collector's manual cash receipts ledger, randomly selecting certain day's activity, recalculate total received, penalty assessed and agree those amounts to the deposit per the bank statement. We anticipate selecting a representative sample of deposits from throughout the period in question.
3. Obtain a copy of the Town Budget and/or County Tax Warrant and agree tax warrant amounts to amounts remitted to the Town Supervisor.
4. Obtain bank statements and review dates of cash receipts per manual ledger to deposit dates to determine timely deposits.
5. Review bank carrying balances to determine timely remittances of taxes collected to Town Supervisor and County Treasurer.
6. Review manual cash receipts ledger for calculation of penalties, totaled all penalties collected and compare amounts to remittances to Town Supervisor.
7. Review bank statements for interest earned and compare amount to remittance to Town Supervisor.
8. Obtain a copy of the County Treasurer's reconciliation of the Town Warrant and review for any discrepancies.
9. Inquire with the County Treasurer if there was any misfiling of required paperwork, taxpayer information, etc. for the tax period in question.
10. Ensure that the Tax Collector remits all monies maintained by the end of the year to the Town Supervisor.

**TOWN OF SAUGERTIES**
Department of Parks, Recreation and Buildings
CANTINE-VETERANS MEMORIAL COMPLEX
4 HIGH STREET
SAUGERTIES, NEW YORK 12477

TEL. (845) 246-5890

FAX. (845) 246-7531

GREG CHORVAS
SUPERINTENDENT

Email: gchorvas@saugerties.ny.us

To: Town Board Members
Re: Annual Summer Recreation Program
And Department Staffing Packet
From: Greg Chorvas
Date: May 10, 2019

Once again this year, a Sub Committee, of the Recreation Committee, and I met with Suzanne to assist in the review of interested applicants for positions in the Summer Recreation Program, along with other Department staffing.

After this May 9 meeting, and close review, on behalf of the sub-committee and the Summer Recreation Program Director, I submit for your approval and adoption, this Annual Staffing Packet, as per the Motion contained on the Agenda of the Regular Board Meeting, May 15, 2019, detailing as follows.

Suzanne Dodig-Sussman continues as Program Director. In an effort to reduce costs, there are no longer two "Assistant" positions, just one. Two other full time positions, along with one part time position has been eliminated. Suzanne spent much time restructuring age groups to achieve this reduction, while maintain the 12:1 participant to counselor ratio. We are above the minimum standards with medical certifications.

We are in the process of securing a permanent On-Site Medical Director.

Doctor Eugene Heslin continues to serve as the State approved Off-Site Doctor and shall be assisting the On-Site Medical Director, along with required preparation and submittal of applicable medical forms. **Doctor Heslin is once again donating his services and there are no costs associated.**

The number of staff is based off no increase in program participants and is the minimum number to stay in compliance with State and County regulations. This becomes a better approach rather than hiring additional, at this time, and having to lay-off, as we had to in 2009. On the other hand, should participant numbers increase Suzanne will be able to hire immediately off of the approved "Waiting List", which is contained on the same spreadsheet as those being hired.

The Waiting List is very small this year in comparison with some other years. This list has worked very well, for many years, and lends to efficiency. Every year Suzanne has had to utilize the Waiting List, as staff find jobs with better pay, additional hours, more in line with their education, etc. and leave either prior to, or during, the program. This, additionally, becomes a good resource for us to fill voids during peak times and/or when regular Staff is on vacation for both the Summer Recreation Program and Maintenance staffing needs. Kindly see Employee Hire and Waiting Lists, attached.

Please be further advised, as in previous years, certain members of my summer maintenance staff will be designated for the Summer Recreation Program, during days of unusually high attendance and/or Staff absence to stay in compliance with mandated staff to participant ratios.

As per previous salary structure approval, along with minimum wage increase, and as reflected in the 2018 budget (line item #7310.100), dictated on Employee Evaluations, returning Staff may be compensated an additional \$0.25 an hour over their 2018 rate. The Arts & Crafts, Sports and Nature Studies Directors and Counselor hourly rates based on qualifications, certifications, and years of service start at \$11.50/hr., with six levels of grades, over four position classifications, up to a maximum of \$19.00/hr. A compensation adjustment for those with CPR, First Aid, and Defibulator certifications remains the same, at \$0.50/hr. Additionally, the Summer Recreation Director is compensated at the rate of \$25.00/hr. and the Assistant Director no more than \$20.00/hr., again, based on evaluations, certifications, years of service, etc.

Should you have any questions concerning any of the above, please do not hesitate in contacting me. I would like to clear up any questions and/or concerns prior to Wednesday evening and have Board approval of the motion, as it appears on the regular Board agenda. If any Board member feels the necessity to discuss at Pre-Board, as opposed to speaking with me directly, prior to, I shall be more than happy to have Terri add me to the Pre-Board Agenda.

As always, I thank you for your time, cooperation and support.

Sincerely,

Greg Chorvas

Greg Chorvas, Supt.
Parks, Rec.& Bldgs.

c.c.: Mrs. Suzanne Dodig-Suzzman, Program Director
Mr. Kevin Pendergast, Rec. Comm. Chair
Mrs. Julie Dunn, Payroll Administrator

Summer Recreation Employees 2019

Name	
Bagshaw, Samuel	Longo, Nicole
Barbato, Elaine	Maloney, Payton
Curlin, Austin	Mullen, Elyssa
DeCelle, Allyson	Murphy, Andrea
DeMarco, Vincent	Ricks, Erin
Dodig, Jake	Santella, William
Dodig, Stephen	Smith, Tracy
Gutheil, Kristina	Swart, MaryLou
Hartrum, Desiree	Winnie, Maxwell

Waiting List 2019

Name	
Brandt, Vanessa	
Chubb, Karen	
Ciferri, Jillian	
DeWitt, Carmelina	
Green, Jacob	
Hackett, David	
Hackett, Jaqueline	
Nameth, Frederick	
McCaig, Jared	
Sackal, Elizabeth	



AGREEMENT FOR PROFESSIONAL SERVICES

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 and town located within the County of Ulster and the State of New York with principal offices at 4 High Street, Saugerties, New York 12477 (the “**Town**”), (each, a “**Party**,” together, the “**Parties**”).

RECITALS

WHEREAS, the County’s Department of Social Services (“DSS”) is responsible for investigating reports of allegations of child sexual abuse, serious physical abuse, child fatalities, domestic violence, child trafficking and exploitation, and child fatalities; and

WHEREAS, the County, through its DSS Family and Child Advocacy Center (the “FCAC”), desires to contract with various municipalities for the services of investigators who are specifically trained in investigating such cases; and

WHEREAS, the Town employs such investigators; and

WHEREAS, the County has agreed to engage the Town, and the Town has agreed to contract with the County, to provide the services of an investigator in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the County and the Town hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Town agrees to perform the services identified in Schedule A, the Scope of Services (the “Services”), which is attached hereto and is hereby made a part of this Agreement. The Town agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Town that the County will not compensate the Town for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment, or Addendum to this Agreement, which is executed by the Ulster County Executive (the “Executive”) or the Ulster County Director of Purchasing (the “Purchasing Director”), after consultation with the head of the County Department responsible for the oversight of this Agreement (the “Department Head”), and upon review by the County Attorney’s Office.

ARTICLE 2 - TERM OF AGREEMENT

The Town agrees to perform the Services **beginning April 1, 2019, and ending March 31, 2020.**

If, owing to the actions or neglect of the County, the Town is prevented from completing the Services within the Term of this Agreement, then the Town’s sole and exclusive remedy will be to request that a Change Order, Amendment, or an Addendum to this Agreement be issued by the Executive or the Purchasing Director, permitting an extension of time to perform the Services, equal to the time lost due to such delay. Such request must be based upon written notice only, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or

the Purchasing Director. In no event will the County be liable to the Town, its agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified by a mutually agreed upon written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Town in accordance with Schedule B, "Fees, Expenses, and Submissions for Payment," which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Town shall submit invoices to the County for the Services rendered. Each invoice must be prepared in such form and supported by such documentation as the County may reasonably require. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the Department Head and County Comptroller. The County will notify the Town in writing of its reasons, if any, for objecting to all or any portion of the Town's invoice and/or supporting documentation.

A **not-to-exceed** amount of **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS** has been established for the Services to be rendered by the Town. Costs in excess of the above amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment, or Addendum to this Agreement. It is specifically agreed to by the Town that the County will not be responsible for any additional costs, or costs in excess of the above cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of any services giving rise to such excess or additional costs.

In the event that the Town receives payments, from any source whatsoever, in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent amount, provided, however, that nothing contained herein will require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which Town will, in whole or in part, be compensated with New York State funds, Town agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County will have no liability under this Agreement to the Town or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement if funds are not appropriated, available, or are reduced for this Agreement.

The Town understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York and/or the Federal Government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Town for the difference. If the full state and/or federal funding to the County for any payment to be made or which has been made under this Agreement, by the County to the Town, is reduced for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reduction in funding, or (ii) otherwise recover from the Town the amount of the reduction. It is understood that based upon changes in the state and/or federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual amounts to be paid upon notification to the County by the state and/or Federal Government, as necessary.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Town represents and warrants that no person or selling agent has been employed or retained by the Town to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Town further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Town makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such

representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Town represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, have any interest, nor will they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Town further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest will be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics and Disclosure Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town must not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE TOWN

The Town represents that it is fully licensed to do business in the State of New York, experienced, and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized, and financed to perform such Services.

The Town understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of its performance of these Services. The Town is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Town shall be responsible for such penalties resulting from false information submitted to the County by the Town.

By signing this Agreement, Town is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If Town or any of its officers, employees, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Town agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Town's status in this regard, or any failure by Town to immediately notify the County Attorney of any change in such status will result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

ARTICLE 8 – 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 www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon 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.

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 www.co.ulster.ny.us/downloads/compliance.pdf. 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.

ARTICLE 9 - FAIR PRACTICES

The Town, and each person signing on behalf of the Town, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the Town without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the Town have not been knowingly disclosed by the Town prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or will be made by the Town to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Town (i) published price lists, rates, or tariffs covering the Services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

ARTICLE 10 - 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 must 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 Town, 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.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

ARTICLE 11 - ASSIGNMENT

The Town must not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent will be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director will be subject to all of the terms and conditions of this Agreement.

Failure of the Town to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further liability and obligation to the Town, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Town's employees for past Services.

The provisions of this clause must not hinder, prevent, or affect any assignment by the Town for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

The Town shall not subcontract any of its obligations under this Agreement.

ARTICLE 13 - PERFORMANCE

The Town shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Town shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Town is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Town's performance in using the results achieved by Town's performance of these Services. The Town shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a "Business Associate Agreement" (a "BAA") between the County and the Town [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Town agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless Town has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Town from or through the County or any other person connected with the County, or developed, produced, or obtained by the Town in connection with its performance of Services under this

Agreement. Confidential Information will include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

- B. The term "Town" as used herein includes all officers, directors, employees, agents, assignees, or representatives of the Town.

The Town shall keep all Confidential Information in a secure location within the Town's offices. The County will have the right, but not the obligation, to enter the Town's offices in order to inspect the arrangements of the Town for keeping Confidential Information secure. The County's inspection, or its failure to inspect, will not relieve the Town of its responsibilities pursuant to this Article 14.

The Town shall hold Confidential Information in trust and confidence, and must not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the Executive or the Purchasing Director, and must not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Town shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Town is not prohibited from disclosing portions of Confidential Information if and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Town, or (ii) disclosure of such portions is required by subpoena, warrant, or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Town shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Town shall disclose only such portions of Confidential Information that, in the opinion of the County, the Town is legally required to disclose, and the Town shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

At any time, if requested by the County, the Town shall obtain a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 14 from the officers, directors, agents, representatives, or employees of the Town.

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Town shall deliver Confidential Information and all copies thereof to the County upon request.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Town, such information shall be retained in a secure location in the Town's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County's direction.

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – PUBLICITY

The prior written approval of the County is required before the Town or any of its employees, representatives, servants, agents, or assignees may, at any time either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in

connection with this Agreement.

If the Town, or any of its employees, representatives, servants, agents, or assignees desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such publication.

ARTICLE 18 – BOOKS AND RECORDS

The Town agrees to maintain separate and accurate books, records, documents, and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 19 - RETENTION OF RECORDS

The Town agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will have full access and the right to examine any of said materials during said period.

ARTICLE 20 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Town shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Town shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Town will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 21 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Town must not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, Town shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

ARTICLE 22 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Town 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 C, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers who have been fully informed as to the nature of Services to be performed by the Town pursuant to this Agreement. Such insurers must be of

recognized financial standing, satisfactory to the County. The County must be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Town and not those of the County. 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 the insurance described in Schedule C and this Article 22. The provision of insurance by the Town will not in any way limit the Town's liability under this Agreement.

At the time Town submits two (2) original executed copies of this Agreement, Town shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance must contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it must not be cancelled or materially amended without thirty (30) days prior written notice to the County, except in the case of cancellation for non-payment of premium which requires fifteen (15) days prior written notice, directed to the County's Insurance Department and the Department Head, and (iii) the County will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Town.

To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:

- A. Policy retroactive dates coincide with or precede the Town's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Town shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Town agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. The Town must give immediate notice to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 23 - 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.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of the Town or an employee, representative, assignee, or agent of the Town, either within or without the scope of the respective employment, representation, assignment, or agency, or arising out of the Town's negligence, fault, act, or omission, then the County will have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES

The Town shall be responsible to correct, in a timely fashion and at the Town's sole expense, any deficiencies in its Services resulting from the Town's failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Town within one hundred-twenty (120) days after completion and final acceptance of the Services. If the Town fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Town and/or set-off such amount against any sums otherwise due to the Town. These remedies, if effected, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will they constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES

The Town represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Town has or may have with the County, without the express written permission of the Executive or the Purchasing Director.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Town must neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

The Town assumes the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Town, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Town as an expert, consultant, or specialist hereunder, will be the responsibility of the Town.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Town agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 26.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 27 – FORCE MAJEURE

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Town's financial inability to perform will not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Town is so delayed in the timely performance of the Services, the Town's sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an

amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Town or to its agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 28 - TERMINATION

The County may, by written notice to the Town, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Town to comply with any of the terms or conditions of this Agreement, or (iii) upon the Town becoming insolvent or bankrupt.

Upon termination of this Agreement, the Town shall comply with any and all County closeout procedures, including but not limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Town pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Town through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the County, the Town will be paid for all Services rendered through the date of termination in accordance with Schedule B.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 28, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Town shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for reasons other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Town and/or set off against any sums due to the Town.

Notwithstanding any other provisions of this Agreement, the Town will not be relieved of liability to the County for damages sustained by the County by virtue of the Town's breach of this Agreement, or failure to perform in accordance with applicable standards. The County may withhold payments due to the Town for the purposes of set-off until such time as the exact amount of damages due to the County from the Town is determined.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 29 - SET-OFF RIGHTS

The County will have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Town (i) under this Agreement. (ii) under any other agreement or contract with the County. including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 30 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York,

Albany Division.

ARTICLE 31 - GOVERNING LAW

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

ARTICLE 32 – INTENTIONALLY LEFT BLANK

ARTICLE 33 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 34 - GENERAL RELEASE

Acceptance by the Town or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, will constitute and operate as a general release to the County from any and all claims of the Town arising out of the performance of this Agreement.

ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Town against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

ARTICLE 36 - 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 Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 37- SURVIVING OBLIGATIONS

The Town's obligations and those of the Town's employees, representatives, agents, successors, and assignees, assumed pursuant to Article 7 (Representations by the Town), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 38 - NOTICES

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

County:
Ulster County Department of Social Services
Attention: Commissioner
1071 Development Court
Post Office Box 1800
Kingston, New York 12402

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 County's Department of Social Services 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:
County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:
County of Ulster
Attention: County Attorney
244 Fair Street, 5th Floor
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.

ARTICLE 39 - MODIFICATION

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.

ARTICLE 40 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY
DEPARTMENT OF SOCIAL SERVICES
(Approved as to content)

By: _____
NAME: Michael A. Iapocce
TITLE: Commissioner
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Tracey A. Bartels
TITLE: Chair, Ulster County Legislature
DATE: _____

TOWN OF SAUGERTIES

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

SCHEDULE A
SCOPE OF SERVICES

1. The Town shall provide the Services of a police officer who is specifically trained to conduct investigations (the "Investigator") on a full-time basis of forty (40) hours per week, to be assigned to the Investigation Unit of DSS.
 - a. The assignment to DSS shall be the Investigator's primary duty. If the Town engages the Investigator for services outside of the Services of this Agreement, the County shall bear no financial obligation for costs incurred by the Town or the Investigator during the provision of those services. Should the Town engage the Investigator for additional services, the County hereby reserves the first forty (40) hours of each week. No County equipment, including vehicles, shall be used by the Investigator while providing services outside of this Agreement.
 - b. If the Investigator's workload under this Agreement is such that more than forty (40) hours per week is required, approval by the County's Commissioner of Social Services is required prior to the provision of the additional hours.
2. The Investigator shall be stationed on site with the DSS Investigation Unit, where the Investigator will participate in joint investigations with the County's Child Protective Services (the "CPS") Unit and the FCAC.
3. The Town shall provide the same assigned Investigator for the entire term of this Agreement without substitution or reassignment unless agreed upon by the Town and the County.
4. The Town agrees that the Investigator, who shall be an employee of the Town, shall operate under the general employee policies as determined by the Town (e.g., vacation leave, policy, procedure, promotional eligibility, collective bargaining agreements, and disciplinary procedures).
5. The Town agrees that if the County requests a reassignment of the Investigator with or without cause, the Town shall provide an alternate investigator, subject to the County's approval. The Town, at the request of the County, shall provide an alternate investigator for absences of the Investigator exceeding two (2) weeks.
6. The Town's Investigator shall:
 - a. Be responsible for all criminal investigations assigned to the Investigation Unit;
 - b. Interview victims using appropriate techniques agreed upon by the Investigation Unit;
 - c. Interview suspects and possible witnesses;
 - d. Gather and process evidence on the assigned cases;
 - e. Work in tandem with the CPS Senior Caseworker of the Investigation Unit and the FCAC Law Enforcement Coordinator in following mutually agreed upon protocols;
 - f. Participate in all meetings of the Investigation Unit and assist in developing the methods and means of operation of the Investigation Unit;
 - g. Complete statistical reports as required by the County;
 - h. Complete all standard police paperwork related to investigations conducted by the Investigation Unit; and
 - i. Attend all training as determined necessary by the County.
7. The County shall provide the Investigator with the use of a County vehicle to perform the duties pursuant to this Agreement.
 - a. Fuel, maintenance and repair of said vehicle shall be the responsibility of the County.
 - b. The Town will be reimbursed for food and lodging associated with the Investigator's performance of the Services under this Agreement, with prior approval from the County and with the presentation of all receipts to the County.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Town's fee for Services must not exceed **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS** for the Term of this Agreement.
2. The Town shall bill DSS on a monthly basis for reimbursement of salary and the cost of fringe benefits of the assigned Investigator for the Services performed pursuant to this Agreement. Actual costs incurred by the Town shall be itemized and clearly identified as relevant to the provision of Services on each invoice.
 - a. The rate of pay and fringe is paid in accordance with the negotiated Town of Saugerties Police Contract. In the event that the rate of pay and/or fringe is changed due to a renegotiation or a decision of a binding arbitrator or mediator in the collective bargaining agreement during the Term of this Agreement, such renegotiated or revised or amended compensation shall be paid by the County to the Town, subject to the terms of this Agreement.
3. The Town shall submit original invoices to the County for payment. The invoices must include a claimant certification which 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 by the tenth (10th) day of each month for the Services performed during the previous month.
5. The Town's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. The Town's final invoice under this Agreement shall be submitted by the thirtieth (30th) day of the month following the ending date contained in Article 2.
8. The County will remit payment to the Town within sixty (60) days of approval of the invoice by the Commissioner of the County's Department of Social Services and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, 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 invoicing 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 delay of contract execution.

SCHEDULE C
COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

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 policies as and when requested by the County.

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" 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 [fifteen (15) 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.

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.

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:

- a. Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- b. Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**

- c. 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**
- d. Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**
- e. 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>

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:

- a. Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- b. 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>

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 or by anyone directly or indirectly employed by the Town.

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:

- a. 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 **THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS** general aggregate.
- b. Sexual Abuse & Molestation 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 **ONE MILLION AND 00/100 (\$1,000,000.00) 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
 - 4. Sexual Abuse & Molestation (as above)
- 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.

UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE:

Umbrella Liability or Excess Liability Insurance shall be provided by the Town in an amount not less than **TEN MILLION AND 00/100 (\$10,000,000.00) 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.

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

PROFESSIONAL LIABILITY INSURANCE (e.g. LAW ENFORCEMENT LIABILITY)

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 **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

To: Regional Director
NYS Department of Transportation
44 Burnett Avenue
Poughpeeksie NY

RE: Traffic Light
Rt. 32 and Glasco Turnpike
Hamlet of Glasco

Greetings:

I needed to once again call attention to the serious traffic situation at the intersection of Route 32 and Glasco Turnpike in the hamlet of Glasco here in Saugerties. A high frequency of accidents continues despite the Department's attempts to improve the traffic situation there. It seems imperative that additional measures be taken, including the installation of a traffic light.

In addition to the sole outlet for a busy hamlet in Saugerties, the intersection serves as the principal thoroughfare for traffic off Route 9W south to the Kingston-Rhinecliff bridge and the Amtrak rail station at Rhinecliff. Rt. 32 and Rt. 9W run together from the center of the Village of Saugerties three miles south, where 9W continues on and 32 turns southeast to the bridge. Immediately after that split (9W and 32) the Route 32 operator is faced with a confusing situation: a passing zone at a 40 mph speed for the first quarter mile through a curve with a difficult line-of-sight into a short second passing zone where the speed zone changes to 35 as the highway continues on through the intersection to the bridge five miles distant.

A curve at an intersection with Ebel Court that separates the two passing zones and speed limits also has serious sight issues. A busy Rt. 9W gas station with a rear exit into the 40 mph passing zone has almost caused head-on accidents. This is particularly dangerous because the exist is often used by older residents of Glasco who come shopping for minor groceries in addition to gasoline and turn into the passing lane without carefully checking for on-coming, and often speeding cars.

Our police patrol the area, of course, and are especially alert to unexpected situations that drivers might face, but that is not enough. Your Department has taken some very useful steps improving the lines of sight in the hamlet and along that stretch of highway. Those actions have had a beneficial impact, yet other issues remain; one concerns the turnpike going away from the hamlet, which has sight problems limited by a pole and makes turning north from the turnpike onto Rt. 32 difficult. The situation is compounded by school buses coming and going through the hamlet to a busy elementary school already congested by the density of houses, and the difficulties created by those vehicles competing with cars hurrying to Rhinebeck and Amtrak.

My office receives complaints about mishaps, close calls, fender benders and near misses almost every day. The pace of growth in that area is also increasing, both in plans announced and the planning board's site review cases under review. A resort hotel accessible mainly through the hamlet, 80 units of new housing underway a mile down Glasco Turnpike, and a horse-jumping facility are among the projects creating new pressures on that intersection. The Glasco Fire Department, which serves a wide region south of the Village, is accessible only through that intersection; a major accident with fire could be devastating. That is the only route for businesses to serve the community.

I pray that your Department once again take a long, hard look at the situation at give serious consideration to a traffic light at the intersection and the elimination of the two passing zones between that intersection and Rt. 9W-32.