



City of Kingston Finance and Audit Committee
Meeting Agenda
Wednesday, June 14, 2017

NEW BUSINESS

Ralph Swenson, Engineer - Washington Avenue Tunnel Rehabilitation - CK2017-3
[20170602164514.pdf](#)

Ralph Swenson, Engineer - Laser Scanning of Broadway
[170508_bdr_Proposal.pdf](#)
[Noble_ADA Transition_Laser Scanning_053017.pdf](#)

Ralph Swenson, Engineer - WQIP Grant Application Authorization
[WQIP Correspondance to Council.pdf](#)

Resolutions to Apply For and Execute Agreements for Various NYS Consolidated Funding Applications in 2017

Suggested Action: Pass resolutions through Finance and Audit Committee to adopt at the July Common Council meeting

[Letter to Common Council from OECD for CFA Season.pdf](#)

[1- 2017 Resolution OPRHP HAS KPRT Complete Street Connections .docx](#)

[3-2017 Resolution-OPRHP-Parks -Kingston Point Park Apply&Execute.docx](#)

[4 - 2017 Resolution-DOC-LWRP-Bulkhead-Apply&Execute.docx](#)

[5 - 2017 Resolution-EFC Midtown Parking Lots Green Inf- Apply&Execute.docx](#)

[6 - 2017 Resolution-NYSDEC Climate Smar Cert Organics Collection Plan ApplyExecute.docx](#)

[7 - 2017 Resolution-HTFC-Mixed Use Renovation Midtown Apply&Execute.docx](#)

[8-2017 Resolution-ESD & OPRHP Broadway Commons Planning- Apply&Execute.docx](#)

[2-2017 Resolution-OPRHP-RTP-AVR Trail-Apply&Execute.docx](#)

[2017 Resolution Jewish Federation for Reher Center.doc](#)

[2017 Resolution RUPCO for Midtown Greenkill Target Area.docx](#)

[2017 Resolution-Draft-2017-Burger-HenryStProject_May_26-2017_rev.docx](#)

[9 2017 Resolution-Climate Smart Imp- Midtown Sidewalks Apply&Execute.docx](#)

[From TRANSART To J. Noble May 26 Henry Street.pdf](#)

[Henry St. Advisory Comm.jpg](#)

Mobilitie- Rights-of-Way And Pole Attachment Agreement
[Communication- Mobilitie.pdf](#)

[Rights-of-way and pole attachment agreement.pdf](#)

DPW Budget Transfer Request
[DPW Budget Transfer Request 5.22.17.pdf](#)

OLD BUSINESS - *Update - Central Fire Station*

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

May 19, 2017

Mr. James L. Noble, Jr.

Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Washington Avenue Tunnel Rehabilitation – CK2017-3

Dear President Noble:

At the March Finance Committee Meeting, Tim Moot of Clark Patterson Lee reviewed existing conditions within the Washington Avenue Tunnel with the Committee, and advised that the bid advertisement for the required work to clear the grout blockage and reline the sanitary sewer was forthcoming.

Advertisement for Bids for work associated with the clearing of the grout blockage and sewer relining within the Washington Avenue Tunnel Sanitary Sewer took place Sunday, April 30, 2017. A Pre-Bid Meeting was held here in City Hall on Monday, May 15, 2017 to review the contract requirements with perspective Bidders; Bids are due Friday, June 2, 2017. We hope to get project authorization in July so that this Project may be progressed as soon as possible. A bid tabulation and recommendation will be provided prior to the Committee Meeting; the Engineer's estimate exceeds \$1,100,000.

Please forward this communication to the upcoming Finance Committee to support future discussions.

Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

A handwritten signature in dark ink, appearing to read "Ralph Swenson", is written over a horizontal line.

Ralph Swenson
City Engineer

Cc: Steve Noble, Mayor
Douglas Koop, Chairman, Finance Committee
John Tuey, Comptroller



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

18 Computer Drive East
Suite 203
Albany, NY 12205
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

May 9, 2017

VIA E-MAIL

Ralph E. Swenson, P.E.
City of Kingston Engineer
City Hall, 420 Broadway
Kingston, NY 12401

Re: Proposal for Professional Services
City of Kingston Laser Scanning
Broadway and Additional Site Scans
MC Proposal No. 17001107P

Dear Mr. Swenson:

Thank you for giving Maser Consulting P.A. (“Maser”) the opportunity to provide professional services as it relates to Laser Scanning and GIS Services for the City of Kingston. The anticipated areas of coverage for this proposal are: Broadway Section, Kingston High School block, and Historic Block.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

PHASE 1.0 MOBILE MAPPING SURVEY

Project Overview

For the ADA corridor review for portions of the City of Kingston Maser Consulting’s Geospatial Team will provide detailed Mobile LiDAR data, post processed to an NGS OPUS Solution and adjusted to project control, over the stated alignments. We will utilize a Design Grade Mobile LiDAR System, the Compact Riegl VMX450, to capture accurate 3 dimensional data along all



drivable corridors and alignments shown. We will adhere to the NCHRP Guidelines and their approach related to the specific accuracy type (High/Med/Low) as applicable and in context to this project. The project positional accuracy is directly related to the provided horizontal/vertical control values or lack thereof. The Mobile LiDAR data will match the Absolute Horizontal/Vertical accuracy of 0.08' relative to the defined project coordinate system. Relative Horizontal/Vertical accuracy will be 0.04' (see description of accuracy type below, stated accuracy relates to 95% confidence).

***Absolute accuracy** as used here relates to the overall accuracy compared to project control as measured over the limits of the project as well as to the horizontal/vertical datum the project is being mapped in. In this instance the Mobile LiDAR model would match the horizontal and vertical datum's defined above to the stated accuracy level. The example would be measurement of alignment or structure components, up or down station, across the length of the project.

***Relative accuracy** as used here relates to the measurement of like items within a given range from one another. The example would be the measurement from curb to curb across a street alignment, elevations/location of existing ramp geometry, height of light pole, cross slope of road at any measured location or similar items. These measurements within any specific area would meet the stated accuracy level.

Approach

The survey project will focus on capturing topographic and planimetric features as identified in the table at the end of this proposal along the alignment as shown. Data captured will extend up to dwelling face within the project limits. Maser will produce a surface model and base map that meets the absolute and relative accuracy standards stated above and as detailed below:

Maser will generate a TIN surface in AutoCAD Civil 3D using a decimated point cloud (20' grid spacing) and break lines (crown, lip of gutter, flowline of curb, back of curb, edge of asphalt, back of sidewalk, driveway entrances, curb returns) at a minimum of 20' intervals extracted from the point cloud.

Maser Consulting employs multiple staff members capable of managing field and office operations with a minimum 5 years of direct experience in the collection and processing of Mobile LiDAR projects. Regardless of the project accuracy type Maser will deploy a design grade Mobile LiDAR system utilizing dual sensors capable of collective measurement capacity of 1.1 million points per second, Ladybug v.5 Spherical Camera, and 4 camera system of individual 5mp cameras for specific applications. The Ladybug imagery is delivered with an intuitive image viewer for use in planning and reviewing alignment conditions at the time of scan acquisition. Our Riegl VMX system consists of:

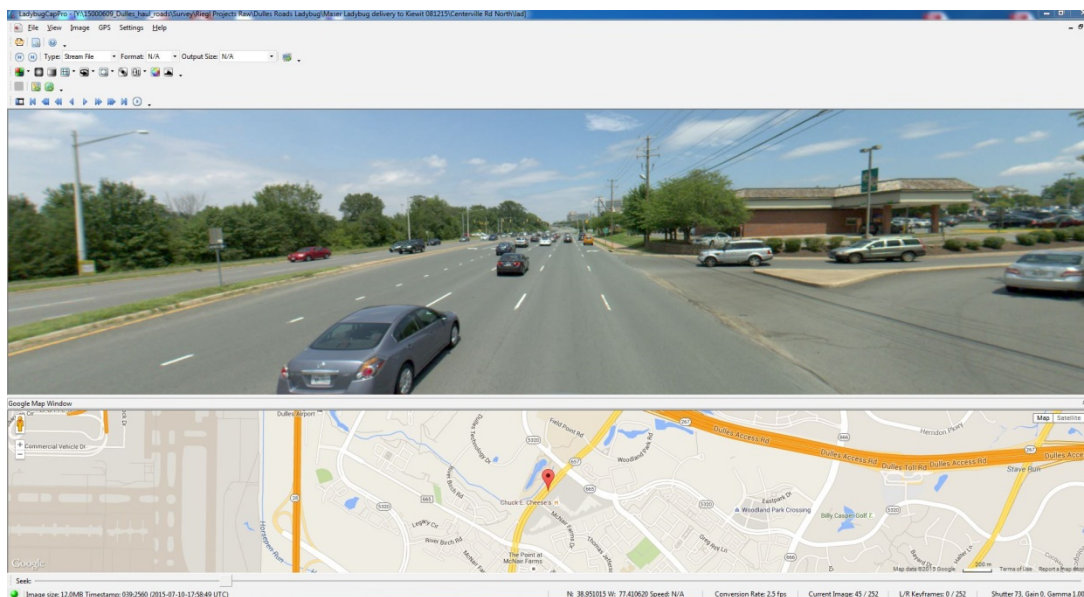
- 2 – VMX 450 Line Scanners, (550 kHz per sensor, variable)
- 1 – Ladybug v.5 Spherical Geo-referenced Camera system
- 4 - 5MPx cameras (8 fps ea.) Geo-referenced
- 1 - Applanix POS LV 510 position and orientation system or comparable
- 1 - onboard BD960 GNSS receiver
- 2 - 2 GNSS Antenna (GAMS).
- 1 - DMI wheel mounted unit

During data acquisition, a GPS (GLONASS capable) base station will be set to log satellite data at a 1-second epoch, consistent with the log rate of the mobile GPS. Depending on the project type and accuracy standard a guideline of 5 miles to 8 miles as a maximum radius from base station to scan areas will be used. The mobile data will be supplemented by the IMU providing vehicle and sensor position and orientation updates at a rate of 200 times per second. Each sensor is capable of a measurement rate of 550 kHz (1.1 MHz combined). The Mobile LiDAR vehicle will observe posted travel speeds throughout the project area.

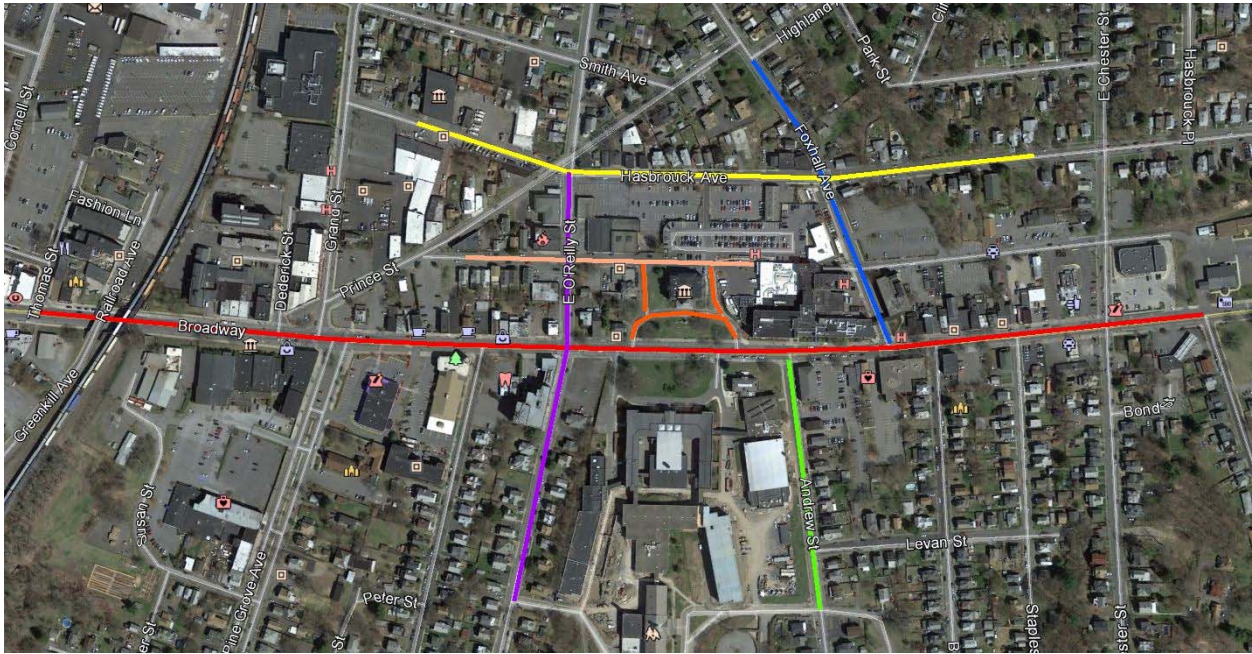
Each direction of each roadway will be driven for the purpose of collecting overlapping data, adequate density and redundancy for quality assurance purposes. The same type scenario will be prepared for the off road dirt areas. The image capture will provide opportunities in review, planning and archival of existing conditions. Applying images to colorize the point clouds for a true world view is optional at the client's discretion.

The trajectory adjustment will be made in Riegl RiProcess data suite, a well-integrated adjustment module. A standard Survey Report outlining the statistical results of the adjustments to the data and control will be provided. These results include system calibration and statistical scan data adjustments made.

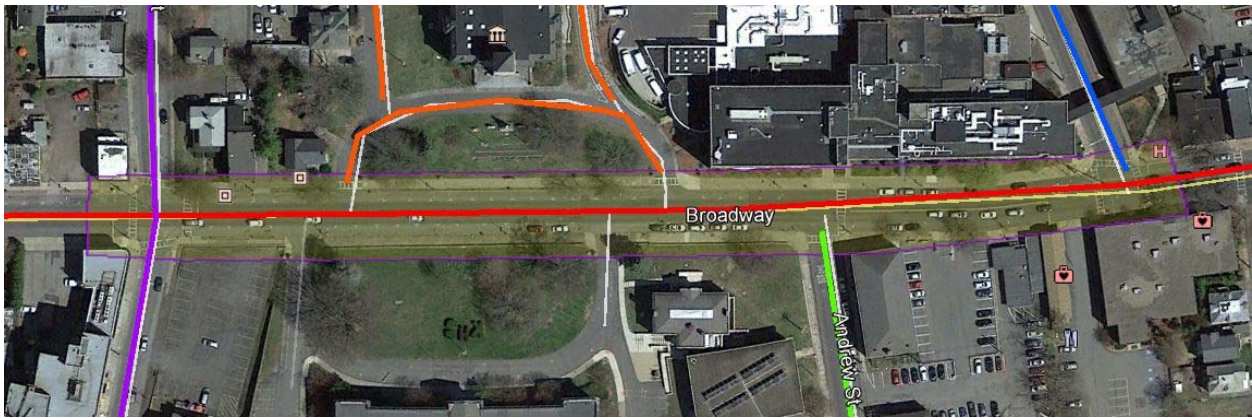
All of the project information including the raw scan data, imagery, reports will be archived and readily available as needed for immediate or future use for the project. All project information will be archived and housed on a secure server for a minimum of a year. The data may then be archived and transferred to an off-site location which will still make the data readily available.



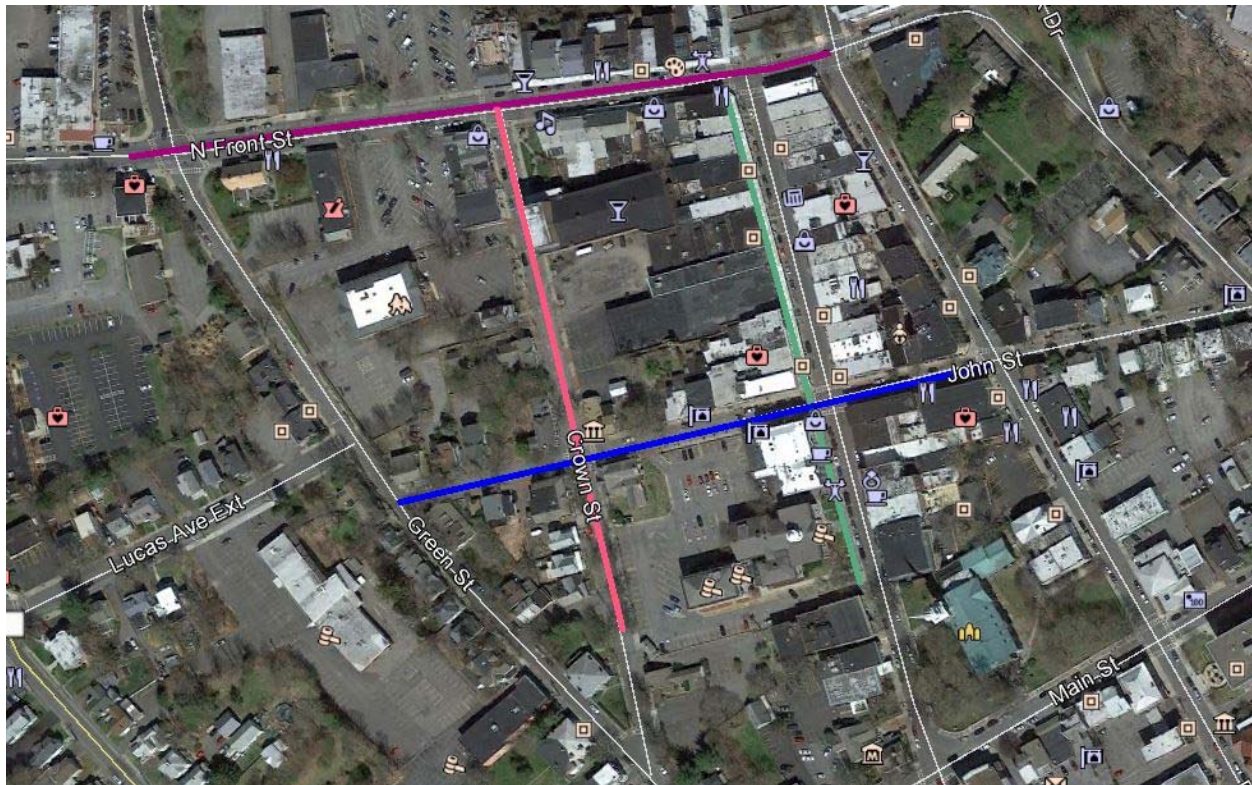
Ladybug example



Project Collection Limits Area 1



Project Mapping Limits Area 1 Highlighted



Project Collection Limits Area 2



Project Mapping Limits Area 2 Highlighted

Deliverables

Maser Consulting will deliver a design-grade base map and surface model based on feature extraction detailing structure face, sidewalk, curb/gutter, drive and ramp cuts and grades, roadway surface points, sign, street light, power pole, visible utilities and existing paint stripe locations. We will deliver a Civil3D 2016 (working drawing without annotations). Using the derived surface model Maser will generate contours at one (1) foot intervals. All CAD data will be built on Maser Consulting template layers or City of Kingston if provided.

Maser Consulting will supply a survey report detailing system conditions and adjustments made.

Maser Consulting will be available to discuss mapping as needed. This will be the final data set.



Image Identifiable Targets

Maser will set image identifiable targets at a spacing that is sufficient to produce design grade mapping (absolute accuracy of 0.08'). These target locations will be marked with a concrete/mag nail and measurements at these locations. A total of approximately 12 targets will be set.

Fees

Maser Consulting will perform these tasks for a lump sum fee:

Mobilization, scan, post process to verify and quantify results, **NCHRP type survey, High 2A (see table below)**, map and deliver

Phase 1.0 Lump Sum Fee **\$ 9,500.00**

Schedule

To be determined upon notice to proceed.

Project Assumptions

The following assumptions were made by Maser Consulting

- 1) The price includes Mobile Scanning of an area greater than the mapping corridor. We will archive this data for future use by the City of Kingston
- 2) Project and mapping limits are based on KMZ file attached here. Maser would ask to for an opportunity to renegotiate additional fees if the limits are expanded.
- 3) Maser Consulting will be able to utilize a standard Truck vehicle within the project corridor for all mobile mapping and LiDAR operations.
- 4) Data delivery coordinate system will be the in the local project coordinate system
- 5) Weather and environmental conditions will be satisfactory for successful data acquisition. Restrictive weather and environmental conditions which would prohibit data acquisition or safety include rain, high winds, fog, haze, smoke ground conditions. None expected at this time
- 6) Maser consulting will survey all control and provide coordinates for scan targets.

Table 1. Matrix of application and suggested accuracy and resolution requirements.

Accuracy	HIGH < 0.05 m (< 0.16 ft)	MEDIUM 0.05 to 0.20 m (0.16 to 0.66 ft)	LOW > 0.20 m (> 0.66 ft)
Density	1A	2A	3A
FINE >100 pts/m ² (>9 pts/ft ²)	• Engineering surveys • Digital terrain modeling • Construction automation/ Machine control • ADA compliance • <i>Clearances*</i> • <i>Pavement analysis</i> • Drainage/Flooding analysis • Virtual, 3D design • CAD models/Baseline data • BIM/BRIM** • Post-construction quality control • As-built/As-is/Repair documentation • Structural inspections	• <i>Forensics/Accident investigation*</i> • <i>Historical preservation</i> • Power line clearance	• Roadway condition assessment (general)
	1B	2B	3B
INTERMEDIATE 30 to 100 pts/m ² (3 to 9 pts/ft ²)	• Unstable slopes • Landslide assessment	• General mapping • <i>General measurements</i> • Driver assistance • Autonomous navigation • Automated/Semi-automatic extraction of signs and other features • Coastal change • <i>Safety</i> • Environmental studies	• Asset management • Inventory mapping (e.g., GIS) • Virtual tourism
	1C	2C	3C
COARSE <30 pts/m ² (<3 pts/ft ²)	• <i>Quantities (e.g., earthwork)</i> • Natural terrain mapping	• <i>Vegetation management</i>	• Emergency response • Planning • Land use/Zoning • Urban modeling • Traffic congestion/ Parking utilization • Billboard management

*Network accuracies may be relaxed for applications identified in red italics.

**BIM/BRIM: BIM = Building Information Modeling; BRIM = Bridge Information Modeling.
These are only suggestions; requirements may change based on project needs and specific transportation agency requirements.

Expected feature extraction:

Item	Type	Type	Type	Description
CADD Extraction	A	B	C	
Carriage Lane Lines	X			Paint striping – Shoulder stripes & Crosswalks only
Edge of PVMT	X			Inside and outside edges of cart path
Slope/Off Travel Road Data				Shoulder / Side slopes
DTM without breaks				Gridded 3D surface (Bentley Civil or Civil 3D)
DTM from breaks/points	X			Bentley Civil or Civil 3D surfaces created from break lines/points
Grade Breaks	X			break lines – minimal break lines
Curb/Gutter	X			top, bottom and gutter lines
Pavement joints				transitions (asphalt to concrete), paving seams
Structures	X			Walls/other permanent structures immediately adjacent to or within existing ROW
Barriers				K-rail, jersey barrier, etc.
Guardrail				Edge of roadway barrier
Building face	X			Buildings immediately adjacent to existing ROW including overhangs and door steps @ entrances
Bridge features				parapets, fascia beams, piers, abutments
Approach Slab				Overpass approach slabs
Overhead Utilities	X			Poles wires, down guys, traffic signals,
Overhead Catenary Systems				overhead power for rail
Visible Utilities	X			Man holes, water & gas, valves, etc.
Drainage – catch basins, culverts	X			Visible drainage features (no inverts, down measures, etc.)
Signs	X			stanchions and sign panels
Vegetation				Vegetation Limits
Trees				Major trees, drip lines, etc.
Rails				Top of rail and centerline
ADA Ramps	X			Handicap curb cuts
Asset Management				Misc. assets (TBD)

PHASE 2.0 GIS Data Migration

Maser's GIS team will integrate the LiDAR data base mapping into the ESRI local government model. The LiDAR processing and data extraction method will provide surface features collected by line of sight. Our team will itemize each asset type (inlet, manhole, tree, edge of road) into the ESRI local government model if applicable.

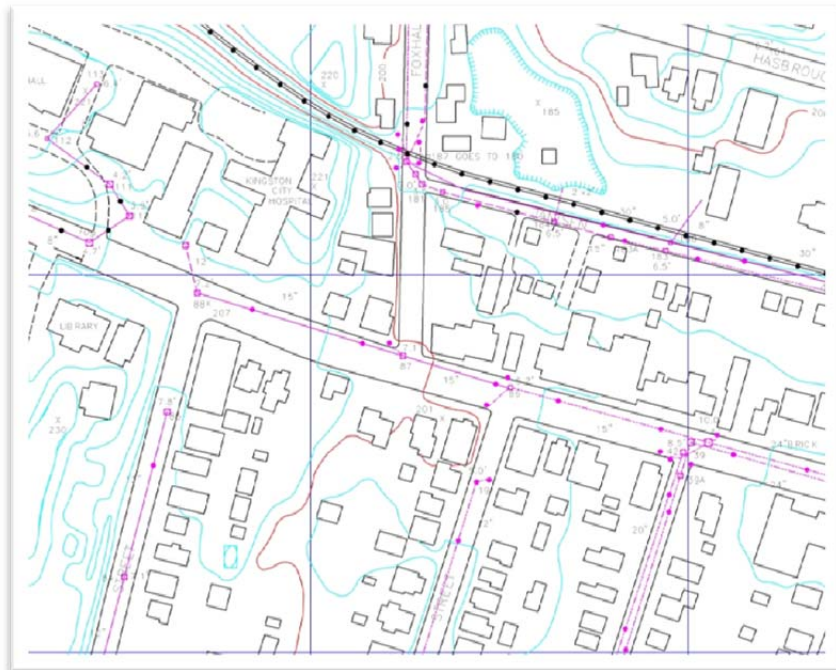
Once we have completed the integration to ESRI format, we will utilize the AutoCAD files supplied from the City that include planimetrics and partial annotation about the surface features. Items such as pipe sizes and underground pipe locations will be taken into the ESRI geodatabase.

The final ESRI geodatabase deliverable will be the information acquitted along the project site areas know as:

Area 1 - Broadway / O'Reilly / Mary's Avenue and Andrew Street Block Area

Area 2 – John / Crown / N. Front / Wall Historic Area

Image - Task 1 Reference document Sample – AutoCAD base map City of Kingston



FEE

Phase 2.0 Lump Sum Fee

\$5,800.00



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,



alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2017 RATE SCHEDULE

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Executive Principal	230.00
Principal	200.00
Senior Technical Director	190.00
Senior Project Manager	180.00
Technical Director	170.00
Project Manager	160.00
Senior Project Specialist.....	150.00
Project Specialist	140.00
Technical Professional	130.00
Technical Specialist.....	120.00
Specialist	110.00
Senior Data Technician	100.00
Senior Technical Assistant	90.00
Technical Assistant	80.00
Data / Field Technician	70.00
Survey Crew – 2 Man.....	200.00
Survey Crew – 1 Man.....	170.00
Expert Witness	300.00
Sr. LSRP	250.00
LSRP	200.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals).....	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*.....	0.56 / Per Mile
Plotting	3.75 / Each
Computer Mylars / Color Plots	50.00 / Each
Photo Copies	0.10 / Each
Color Photo Copies	1.75 / Each
Document Binding	3.00 / Each
Compact Disk CD/DVD.....	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	50.00 / Each

Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2017



SECTION IV – CLIENT CONTRACT AUTHORIZATION

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	MOBILE MAPPING SURVEY	\$ 9,500.00
PHASE 2.0	GIS DATA MIGRATION	\$ 5,800.00
TOTAL		\$ 15,300.00

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

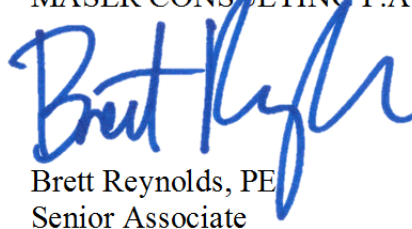
Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office** Invoices are due within 30 days. This proposal is valid for 90 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.


Brett Reynolds, PE
Senior Associate

BDR/ca

cc: Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

R:\Proposals\2017\17001107P - Kingston\Proposal\170508_bdr_Proposal.docx

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

May 31, 2017

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: Proposal for Professional Services
Laser Scanning
Broadway and Additional Sites

Dear President Noble:

Please be advised that Maser Consulting P.A. has submitted Professional Services Proposal for laser scanning of the Broadway corridor, Kingston High School "loop", and Uptown Stockade area. Our interest is in its application for ADA Transition. The Proposal is attached.

As you know the City of Kingston is required to develop an ADA Transition Plan. The first step was accomplished this spring with the development of mapping that depicted sidewalk locations throughout the City (by Ada Bellantoni, Intern, Kingston Economic Development Office). Our next step is to document the condition of existing sidewalk and make a determination as to its compliance with ADA regulations (condition; slope; continuity; ...); and since Kingston has on the order of 60 miles of sidewalk, a daunting task if completed manually.

We request \$20,000 for the above referenced professional services for the purposes of verifying sidewalk surfaces in the Broadway and North Front Street Corridors for the purposes of evaluating this tool for ADA compliance.

Sincerely,

Ralph Swenson
City Engineer

Cc: Steve Noble, Mayor
Brenna Robinson, Director, Economic Development

CITY OF KINGSTON
Office of the City Engineer
rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

June 1, 2017

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE: NYS EFC WQIP Grant Application Authorization
Type II SEQRA Determination

Dear President Noble:

As you may recall, the Hasbrouck Sewershed drains to our most active CSO, and was the focus of our Long-Term Control Plan completed several years ago, which led to the installation of an active flow control regulator linked to our wastewater treatment plant influent channel liquid level at the head of our primary tanks, and plant flow as measured just downstream of the settle sewage pumps.

On December 10, 2015 the City of Kingston was awarded Planning Grant #54569 through the New York Clean Water State Revolving Fund for the purpose of identifying sources and location of inflow and infiltration into the City's Hasbrouck CSO Sewershed. As a result of the recently completed Project Report associated with EPG #54659, Phase 'A' Project has been identified for proposed construction, it is estimated to remove 24 MG per year from the Hasbrouck CSO Sewershed.

Removal of stormwater inflow from this highly active system will:

- Reduce Hasbrouck CSO overflows to the Rondout Creek;
- Improve Rondout Creek Water Quality;
- Improve our "capture ratio" to the WWTP; and
- Reduce Treatment Costs at the WWTP.

I request authorization to make application to EFC for WQIP Grant funding for the Phase 'A' Project in the amount of \$1,000,000, including engineering fees and construction costs identified in the Project Final Report for the EPG #54659 by T&B Engineering PC.

In addition, I am also attaching a completed Short Environmental Assessment Form, and a project area map. In accordance with 6 NYCRR, Part 617.5, the proposed project is categorized as Type II (c) (11) under SEQR Action definitions. Please identify the City of Kingston as Lead Agent, and affirm my Type II SEQR determination.

Please forward this communication to the next regularly scheduled Finance Committee for further discussion.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
John Tuey, Comptroller
Douglas Koop, Chair, Finance Committee

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NYS ENVIRONMENTAL FACILITIES CORPORATION (EFC) FOR A WATER QUALITY IMPROVEMENT PROGRAM GRANT IN THE AMOUNT OF \$1,000,000 FOR THE PHASE A HASBROUCK CSO SEWER SEPARATION PROJECT AS DESCRIBED IN THE HASBROUCK AVENUE CSO SEWERSHED ENGINEERING PLANNING GRANT BY T&B ENGINEERING PC, AND TO EXECUTE ANY AND ALL RELATED DOCUMENTS.

Sponsored by: Finance and Audit Committee:

WHEREAS, the City of Kingston is eligible to apply to the EFC for a WQIP Grant for funds in an amount of \$1,000,000 to install storm sewers for the purpose of reducing stormwater inflow to the Hasbrouck CSO system; and

WHEREAS, this application, should the grant be awarded, requires a 15% match in the amount of \$150,000 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II (c) (11) "extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions ..."; specifically the sewer separation of the contributing area for combined sewer to the Hasbrouck CSO bounded by Broadway, Garraghan Drive, NYS Route 9W, and Stuyvesant Street.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by NYS EFC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from NYS EFC for a WQIP Grant in the amount of \$1,000,000 to install storm sewers for the purpose of reducing stormwater inflow to the Hasbrouck CSO system and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____, 2017

Approved by the Mayor this ____ day
of _____, 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: City of Kingston Sewer Separation at Garraghan Drive and Murray Street							
Project Location (describe, and attach a location map): City of Kingston, Garraghan Drive/Murray Street, Kingston, NY 12401							
Brief Description of Proposed Action: Construction of this sewer separation project will remove an estimated 24 MG of stormwater inflow from a highly active Hasbrouck Avenue Combined Sewer Overflow, leading to improved surface water quality of the receiving stream. The Hasbrouck Ave. CSO is our most active CSO in the Kingston Sanitary Sewer Collection System, and has recently been upgraded to include a modulating control regulator with real-time control feedback for the purposes of protecting the Kingston WWTP against high influent flows and treatment process disruption.							
Name of Applicant or Sponsor: City of Kingston		Telephone: 845-334-3967 E-Mail: SNoble@kingston-ny.gov					
Address: 420 Broadway							
City/PO: Kingston		State: NY	Zip Code: 12401				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☒</td> <td style="text-align: center; padding: 2px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: New York State Department of Environmental Conservation New York State Environmental Facilities Corporation			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☐</td> <td style="text-align: center; padding: 2px;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3.a. Total acreage of the site of the proposed action? 1.0 acres b. Total acreage to be physically disturbed? 0.5 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.0 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): <u>Municipal</u> ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Not applicable	NO	YES	
	☒	☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Not Applicable	NO	YES	
	☒	☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ No, disconnect an existing source of I/I.	NO	YES	
	☒	☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the proposed action located in an archeological sensitive area?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☒	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☒	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	☒	☐	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	☒	☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES	
a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES	☒	☐	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES			

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>City of Kingston / Steve Noble, Mayor</u> Date: <u>June 1, 2017</u> Signature: 		

**NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

625 Broadway
Albany, New York 12203-1010
www.dec.ny.gov

**ENVIRONMENTAL
FACILITIES CORPORATION**

625 Broadway
Albany, New York 12207-2997
www.efc.ny.gov

DEC 10 2015

Honorable Shayne Gallo
Mayor
City of Kingston
420 Broadway
Kingston, NY 12401

Re: Planning Grant: #54659
City of Kingston Engineering Study

Dear Mayor Gallo:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After four successful rounds, the 2015 CFA made \$750 million in economic development resources available from more than thirty programs across thirteen State agencies. The agency programs provide resources for projects focused on community development and job creation, direct assistance to business, waterfront revitalization, energy and environmental improvements, sustainability and low-cost financing. The Department of Environmental Conservation (DEC) and Environmental Facilities Corporation (EFC) are proud to have contributed \$2,000,000 to this year's CFA.

We are pleased to inform you that the City of Kingston project has been selected to receive up to \$100,000 for the Engineering Planning Grant through the New York Clean Water State Revolving Fund program. On behalf of our partners at the federal, State, and local levels of government, please accept our gratitude for taking the initiative to participate in this program. If you applied for funding from other DEC or EFC programs or other State agencies, you will receive information from those programs/agencies separately.

We are ready to begin working with your community on this project, but before proceeding we would first like to confirm that you are interested in proceeding and using this funding for your project. Within two weeks of the date on this letter, please send your confirmation or declination to EFC and the name and contact information of the municipality's authorized project representative to epg@efc.ny.gov.



Department of
Environmental
Conservation

Environmental
Facilities Corporation

In order for you to remain on schedule and enter into a grant agreement with EFC to access these funds, there are several steps that must be completed by your organization. For your convenience a project checklist is enclosed but you may also visit <http://www.efc.ny.gov/Default.aspx?tabid=485> for the list of supporting documents necessary to complete the grant agreement with EFC. Your project coordinator will be reaching out to you shortly to assist with completing all the required submittals necessary to execute a grant agreement with EFC.

We recommend that you begin working immediately on the procurement of engineering services for the preparation of the Engineering Report. If you have already procured engineering services, please forward the contract documents to EFC as soon as possible. Please be aware that the grant requires that you seek 30 percent participation by New York State certified Minority and/or Women Owned Business Enterprises for contracted work that exceeds \$25,000. Additionally, this award requires that you provide a 20 percent minimum local match of the total project cost.

We look forward to working with you on this important water quality project. If you should have any questions, please contact EFC at epg@efc.ny.gov or call 518-402-7396.

Sincerely,

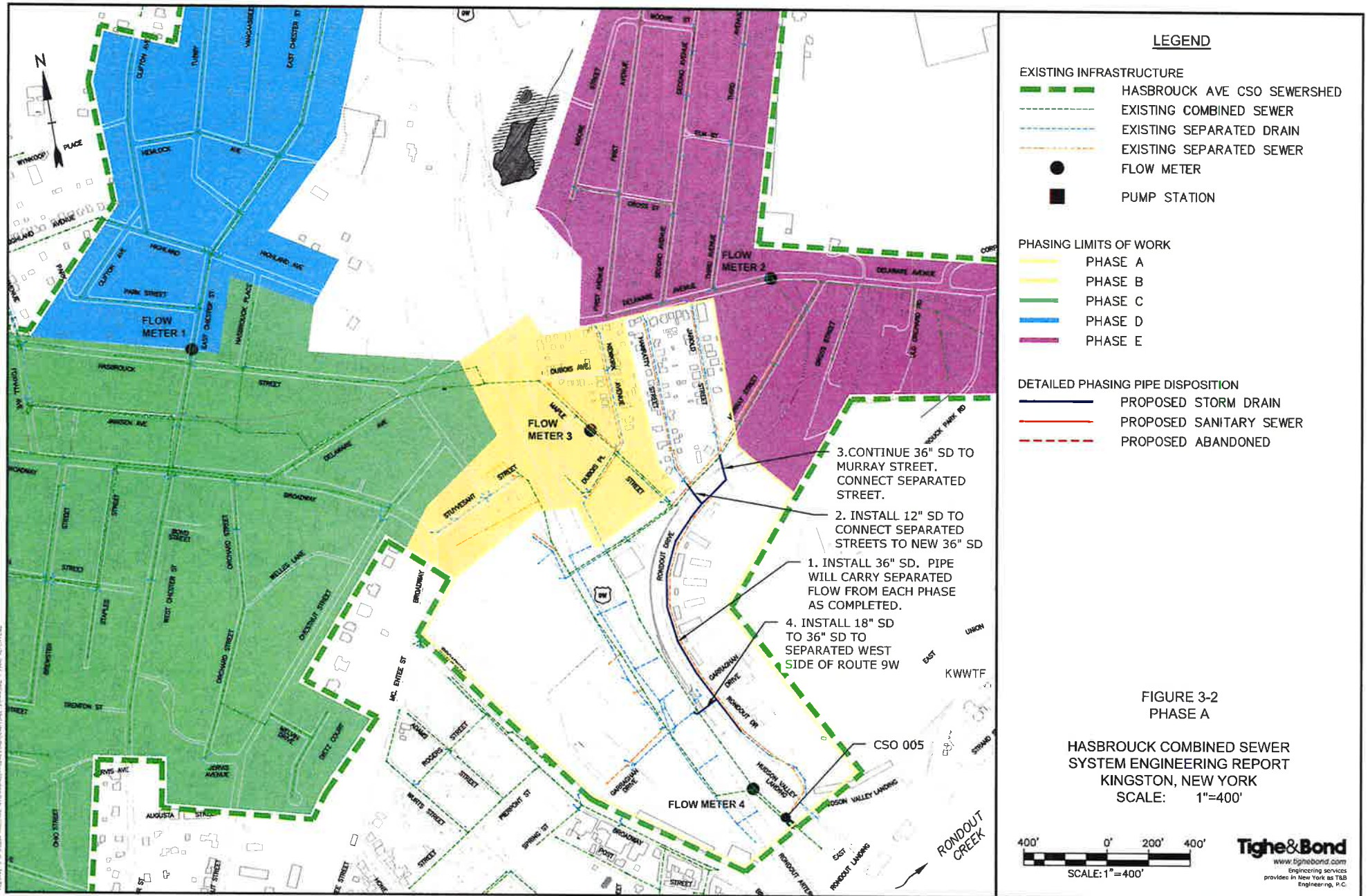


Sabrina M. Ty
President and CEO



Basil Seggos
Acting Commissioner

Enclosure



**Appendix C
Sewer Separation
Opinion of Probable Cost**

Separation Costs for Phase: **A**
Total Separation Unit Price per Drainage Area Descriptions: \$315
Total Length Separated (lf): 1,825

Location	Combined Sewer Separation Quantity				Quantity	Unit	Unit Cost	Subtotal	Comment
	Sewershed	8-inch	12-inch	18-inch					
Connections from Existing Separated Sewer to new 36" SD									
Henratty Street - 12" SD					150	LF	\$315	\$ 47,250	
9W - Garraghan Drive - 18" SD					125	LF	\$315	\$ 39,375	
Proposed Trunklines									
Trunkline - 36" SD to CSO					1,550	LF	\$330	\$ 511,500	
Subtotal								\$598,125	
General Conditions (15%)								\$ -	included in unit price
Construction Cost								\$598,125	
Contingency (10%)								\$59,813	
Engineering (20%)								\$119,625	
Total Project Cost (Rounded to nearest \$1,000)								\$778,000	



CITY OF KINGSTON
OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

Steven T. Noble, Mayor

Brenna L. Robinson, Director

June 2, 2017

Honorable James L. Noble, Jr.
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Resolutions to Apply for and Execute Agreements for Various NYS Consolidated Funding Applications in 2017

Dear President Noble,

I am requesting placement on the agenda of the June Finance Committee meeting the consideration of resolutions for the 2017 NYS Consolidated Funding Applications (CFAs). The CFA is now open for the 2017 season, and applications are due on July 28th, 2017. City staff is excited to potentially submit several new applications this year to support existing ongoing projects and start some new projects. For many CFAs, we are required to have a municipal resolution to submit along with the application. Thus, resolutions for CFAs will need to be passed at the July Common Council meeting.

Draft resolutions for each application have been submitted along with this communication. We are still in the process of developing the full project details and budgets, therefore, most of the draft resolutions now state the maximum amount for which we can apply. We will bring a full summary of the projects along with more details about the budgets to the Finance Committee. With Mayor Noble we have prioritized the following applications for potential submission this year.

Funder/Program	Project	Max Possible Amount	Match Required
1) NYS OPRHP (Heritage Area Program)	ADA Accessible Sidewalks on North Street to Connect the Trolley Trailhead to Causeway on the Kingston Point Rail Trail	\$500,000	\$166,667 (25 % project cost)
2) NYS OPRHP	Pave the Trail to the	\$200,000	\$50,000 (20%)



CITY OF KINGSTON
OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

Steven T. Noble, Mayor

Brenna L. Robinson, Director

(Recreational Trails Program)	AVR Promenade as part of the Empire State Trail.		project cost)
3) NYS OPRHP (Parks Program)	Enhance the Kingston Point Park Project with ADA Accessibility Upgrades,	\$500,000	\$166,667 (25% project cost)
4) NYSDOS (Local Waterfront Revitalization Program)	Construct the Waterfront Resiliency Design (1400 ft of shoreline stabilization from 9W Bridge to Cornell Building)	\$1.7 million	\$300,000 (15% project cost)
*See communication from engineer. NYSDEC (Water Quality Improvement Program)	Install Storm Sewers to Reduce Stormwater Inflow to the Hasbrouck CSO System	\$850,000	\$150,000 (15% project cost)
5) NYSEFC (Green Innovation Grant Program)	Resurface Midtown Parking Lots on the Broadway Corridor Using Green Infrastructure	\$2 million	\$222,222 (10 % project cost)
6) NYSDEC (Climate Smart Communities Certification Projects)	Develop City Organic Waste Management Plan	\$100,000	\$100,000 (50% project cost)
7) Housing Trust Fund Corporation (New York Main Street Program)	Building Renovation of City Owned Mixed-Used Properties in Midtown	\$500,000	\$166,667 (25% project cost)
8) Empire State	Broadway	\$30,000	\$30,000 (50%



CITY OF KINGSTON
OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT

Steven T. Noble, Mayor

Brenna L. Robinson, Director

Development (Strategic Planning and Feasibility Studies) and OPRHP (Heritage Area Program)	Commons Planning Study		project cost)
9) NYSDEC (Climate Smart Communities Implementation Projects)	Complete Sidewalks on Cornell OR Franklin Street in Midtown Kingston	\$750,000	\$750,000 (50% project cost)

Additionally, several community organizations in Kingston that are also applying for CFAs have requested supporting resolutions. The following organizations have submitted draft resolutions for your consideration:

- Jewish Federation of Ulster County for the Reher Bakery Restoration Project
- RUPCO for the Midtown Greenkill Target Area Revitalization Project
- TransArt for Historic Restoration of 105-107 Henry Street to use as a center for African-American arts and culture.

Thank you for your consideration.

Sincerely,

Brenna Robinson
Director

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NYS OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION (OPRHP) FOR A HERITAGE AREA GRANT IN THE AMOUNT OF \$500,000 TO BUILD ON-STREET ADA ACCESSIBLE INFRASTRUCTURE ALONG THE ROUTE OF THE KINGSTON POINT RAIL TRAIL IN THE WATERFRONT

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the OPRHP for a Heritage Area Grant for funds in an amount of \$500,000 to build Complete Street connections on the route of the Kingston Point Rail Trail; and

WHEREAS, this application, should the grant be awarded, requires a 25% match in the amount of \$166,667 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by OPRHP.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from OPRHP for a Heritage Area Grant in the amount of \$500,000 to build Complete Street connections on the route of the Kingston Point Rail Trail, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NYS OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION (OPRHP) FOR A PARK PROGRAM GRANT IN THE AMOUNT OF \$500,000 TO MAKE IMPROVEMENTS IN ADA ACCESSIBILITY AND THE AMENITIES AT KINGSTON POINT PARK

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the OPRHP for a Parks Program Grant for funds in an amount of \$500,000 to make improvements in ADA accessibility and the amenities at Kingston Point Park; and

WHEREAS, this application, should the grant be awarded, requires a 25% match in the amount of \$166,667 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by OPRHP.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from OPRHP for a Heritage Area Grant in the amount of \$500,000 to make improvements in ADA accessibility and the amenities at Kingston Point Park, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NYS DEPARTMENT OF STATE (NYS DOS) FOR A LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP) GRANT IN THE AMOUNT OF \$1,700,000 TO CONSTRUCT THE SHORELINE STABILIZATION PROJECT IN THE WATERFRONT RESILIENCY DESIGN

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the NYS DOS for a LWRP Grant for funds in an amount of \$1,700,000 for construction of the shoreline stabilization project in the Waterfront Resiliency Design; and

WHEREAS, this application, should the grant be awarded, requires a match of 15% of the total project cost in the amount of \$300,000 to be provided by property owners, in-kind, and force account funds and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by NYS DEC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from NYS DEC for a LWRP Grant in the amount of \$1,000,000 for construction of the shoreline stabilization project in the Waterfront Resiliency Design, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE ENVIRONMENTAL FACILITIES CORP FOR A GREEN INNOVATION GRANT PROGRAM FOR UP TO \$2 MILLION TO INCORPORATE GREEN INFRASTRUCTURE INTO THE REHABILITATION OF PARKING LOTS IN MIDTOWN KINGSTON

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the Environmental Facilities Corp. for a Green Innovation Grant Program for funds up to \$2 million to incorporate green infrastructure into the rehabilitation of parking lots in Midtown Kingston; and

WHEREAS, this application, should the grant be awarded, requires a 10% match of the total project cost in the amount of \$222,222 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by EFC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from EFC for a Green Innovation Grant in the amount of \$2 million to incorporate green infrastructure into the rehabilitation of parking lots in Midtown Kingston, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) FOR A CLIMATE SMART COMMUNITIES GRANT PROGRAM CERTIFICATION GRANT IN THE AMOUNT OF \$100,000 TO DEVELOP AN ORGANICS COLLECTION PLAN FOR THE CITY OF KINGSTON

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the NYSDEC for a Climate Smart Communities Grant Program Certification grant in the amount of \$100,000 to develop an organics collection plan for the City of Kingston; and

WHEREAS, this application, should the grant be awarded, requires a 50% match in the amount of \$100,000 to be provided by in-kind, force account funds, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by NYSDEC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from the NYSDEC for a Climate Smart Communities Grant Program Certification grant in the amount of \$100,000 to develop an organics collection plan for the City of Kingston, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE STATE OF NEW YORK MAIN STREET PROGRAM ADMINISTED BY THE OFFICE OF COMMUNITY RENEWAL UNDER THE DIRECTION OF THE NYS HOUSING TRUST FUND FOR UP TO \$500,000 FOR RENOVATION OF CITY OWNED MIXED USED PROPERTIES IN MIDTOWN KINGSTON

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the State of New York Main Street Program for funds up to \$500,000 to renovate city-owned mixed-used buildings in Midtown Kingston; and

WHEREAS, this application, should the grant be awarded, requires a 25% match of the total project cost in the amount of \$166,667 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by EFC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds to the State of New York Main Street Program for funds up to \$500,000 to renovate city-owned mixed-used buildings in Midtown Kingston, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT A CONSOLIDATED FUNDING APPLICATION TO THE EMPIRE STATE DEVELOPMENT STRATEGIC PLANNING AND FEASIBILITY STUDIES PROGRAM AND/OR THE OPRHP HERITAGE AREA PROGRAM IN THE AMOUNT OF \$30,000 TO CONDUCT A SITE PLANNING STUDY TO TRANSFORM THE SITE KNOWN AS BROADWAY COMMONS INTO A CENTRAL CITY PUBLIC SQUARE

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to Empire State Development (ESD) and OPRHP in the amount of \$30,000 to conduct a site planning study to transform the site known as Broadway Commons into a central city public square; and

WHEREAS, this application, should the ESD grant be awarded, requires a 50% of match in the amount of \$30,000 of which 10% must be cash equity to be provided by in-kind, force account funds, donations and, if necessary, bonding to be requested; and

WHEREAS, this application, should the OPRHP grant be awarded, requires a 50% of match in the amount of \$30,000 to be provided by in-kind, force account funds, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by EFC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application to Empire State Development (ESD) and OPRHP in the amount of \$30,000 to conduct a site planning study to transform the site known as Broadway Commons into a central city public square, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NYS OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION (OPRHP) FOR A HERITAGE AREA GRANT IN THE AMOUNT OF \$200,000 TO PAVE THE TRAIL TO THE AVR PROMENADE AS PART OF THE EMPIRE STATE TRAIL

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the OPRHP for a Recreational Trails Program grant for funds in an amount of \$200,000 to pave the trail to the AVR promenade as part of the Empire State Trail; and

WHEREAS, this application, should the grant be awarded, requires a 20% match in the amount of \$50,000 to be provided by in-kind, force account funds, additional grants, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by OPRHP.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from OPRHP for a Heritage Area Grant in the amount of \$200,000 to pave the trail to the AVR promenade as part of the Empire State Trail, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

Resolution:

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
ENDORISING SUPPORT FOR THE REHER BAKERY RESTORATION PROJECT

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the Jewish Federation of Ulster County, Inc., is applying to the New York State Office of Parks, Recreation and Historic Preservation for a grant under the Environmental Protection Fund to be located at 99-101 Broadway, Kingston, New York, a site located within the territorial jurisdiction of the Council; and

WHEREAS, the grant application requests that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. The Common Council of the City of Kingston, New York, approves and endorses the application of the Jewish Federation of Ulster County, Inc. for a grant under the Environmental Protection Fund for a project known as the Reher Bakery Restoration Project and located within this community.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____, 2017

Approved by the Mayor this ____ day
of _____, 2017

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, SUPPORTING A MEMORIALIZING RESOLUTION FOR A RUPCO GRANT FOR REVITALIZATION OF THE MIDTOWN GREENKILL TARGET AREA

Sponsored By: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, RUPCO, Inc. (formerly Rural Ulster Preservation Company) is prepared to submit a 2017 "Consolidated Funding Application" (CFA) for grant funding to the State of New York Main Street Program administered by the Office of Community Renewal under the direction of the NYS Housing Trust Fund for commercial and mixed use revitalization projects located in the City of Kingston; and

WHEREAS, the project will stimulate reinvestment and leverage additional funds to establish and sustain neighborhood revitalization efforts; and

WHEREAS, the project is located within Midtown, and identified in the 2016 Downtown Revitalization Initiative Proposal developed by the City of Kingston; and

WHEREAS, the grant application requires RUPCO as the applicant to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION-1: The Common Council supports the memorializing resolution and does hereby approve and endorse the 2017 application for a grant under the New York Main Street Program for the revitalization of the Midtown Greenkill Target Area located within this community.

SECTION-2: That this resolution shall take effect immediately.

Submitted to the Mayor this ____ day Approved by the Mayor this ____ day

of _____ 2017 of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, SUPPORTING A MEMORIALIZING RESOLUTION FOR A TRANSART GRANT FOR THE BURGER-MATTHEWS HOUSE, 105-107 HENRY ST.

Sponsored By: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, TRANSART and Cultural Services Inc., Inc. a New York State not for profit corporation, has prepared to submit a 2017 "Consolidated Funding Application" (CFA) for grant funding through the New York State Consolidated Funding Application and the Office of Parks, Recreation & Historic Preservation (OPRHP) – Environmental Protection Fund Grants Program for Parks, Preservation and Heritage (EPF) for restoration of the Burger-Matthews House project located at 105-107 Henry Street in the City of Kingston; and

WHEREAS, the project will complete the restoration of a landmark building in Midtown Kingston for the use and cultural enrichment of the neighborhood's historically African American community and all who wish to visit, work and learn there, while stimulating reinvestment in nearby properties and leveraging additional funds to establish and sustain neighborhood revitalization efforts; and

WHEREAS, the grant application requires TRANSART as the applicant to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION-1: The Common Council supports the memorializing resolution and does hereby approve and endorse the application for a grant under the Consolidated Funding Application for the project known as The Burger-Matthews House located within this community.

SECTION-2: That this resolution shall take effect immediately.

Submitted to the Mayor this ____ day
July 2017

Approved by the Mayor this ____ day of
of July 2017

Carly Williams, City Clerk

Steve Noble, Mayor

Adopted by Council on _____, 2017

RESOLUTION ____ of 2017

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) FOR A CLIMATE SMART COMMUNITIES PROTECTION FUND GRANT IN THE AMOUNT OF \$750,000 TO REHABILITATE SIDEWALKS FOR ADA ACCESSIBILITY IN MIDTOWN KINGSTON

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, Brown, Davis

WHEREAS, the City of Kingston is eligible to apply to the NYSDEC for a Climate Smart Communities Protection Fund grant in the amount of \$750,000 to rehabilitate sidewalks for ADA accessibility in Midtown Kingston; and

WHEREAS, this application, should the grant be awarded, requires a 50% match in the amount of \$750,000 to be provided by in-kind, force account funds, donations and, if necessary, bonding to be requested; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by NYSDEC.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to file an application for funds from the NYSDEC for a Climate Smart Communities Protection Fund grant in the amount of \$750,000 to rehabilitate sidewalks for ADA accessibility in Midtown Kingston, and upon approval of said request to enter into and execute an agreement, and any and all related documents.

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2017

Approved by the Mayor this ____ day
of _____ 2017

Carly Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2017

The Henry Street Project Committee
Restoring Pride In Culture: The Burger-Matthews House
105-107 Henry Street c/o
TRANSART & Cultural Services
P.O. Box 148 West Park, New York, 12493- 0148

May 26, 2017

Alderman-at-Large James Noble
Common Council
City of Kingston
403 Broadway
Kingston, NY 12401

Dear Alderman-at-Large Noble:

Enclosed please find a draft of our resolution request to the City of Kingston Common Council with regard to historic preservation of 105-107 Henry Street.

We are applying to the Historic Preservation Program of the New York State Office of Parks, Recreation and Historic Preservation (OPRHC) for approximately \$300,000 to continue restoration of 105-107 Henry St., a Victorian era home that TRANSART & Cultural Services seeks to use as a center for African-American arts and culture.

At today's meeting of the Henry Street Project Advisory Committee, we received assurance of continuing support from Alderwoman Nina Dawson, historian Lowell Thing, builder and Henry Street neighbor Owen O'Connor, neighbor and community activist Shirley Whitlock, and Guy Kempe, senior vice president for community development at RUPCO. Mayor Noble has also pledged his support.

The Henry Street Project is a current grantee of OPRHP, having stabilized the building's interior with a grant from the agency several years ago. The final proceeds of that grant are to be used in the fall of 2017, when architect Alan Baer releases a Request for Proposals for roof restoration. Progress has been slow due to OPRHP's strict matching funds requirement but a recent \$60,000 donation from an anonymous Kingston individual has added new life to the fundraising effort.

Please don't hesitate to contact us with any questions about the project. The City of Kingston's support is vital to our success and we appreciate your invitation to request support.

Sincerely,



Patrice Courtney Strong
Chair, Henry Street Advisory Committee
pat@courtneystrong.com

c: Greer Smith, TRANSART Founder/Executive Director



CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



June 2, 2017

Honorable James L. Noble, Jr.
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear President Noble,

Mobilitie has approached the City of Kingston to enter into a Rights-of-Way and Pole Attachment Agreement between the two parties. Mobilitie wishes to access certain portions of the public rights-of-way within the City's boundaries to provide communications services. As you will see from the enclosed agreement, Mobilitie will pay the City a one-time permit fee in the amount of \$500.

I respectfully request that this matter be referred to the appropriate committee. I will be in attendance at said committee meeting in order to review the terms and conditions of this agreement and answer any questions.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Noble", is written over a horizontal line.

Steve Noble
Mayor

RIGHTS-OF-WAY AND POLE ATTACHMENT AGREEMENT

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Kingston, New York and Mobilitie, LLC ("Mobilitie") and its successors and assigns.

WHEREAS, Mobilitie wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City wishes to enable Mobilitie to provide those services to benefit its residents;

NOW, THEREFORE, the parties agree as follows:

1. Mobilitie's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Mobilitie's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. To recoup the City's costs for issuing permits for Mobilitie to attach Facilities to an existing City pole or to install a new pole and attach Facilities to such pole, Mobilitie shall pay to the City a one-time permit fee in the amount of \$500.00 for each such existing or new pole. To recoup the City's costs for issuing permits for Mobilitie to install Facilities such as fiber optic cable and conduit anywhere in the City, Mobilitie shall pay to the City a one-time permit fee in the amount of \$500.00. Other than as required pursuant to Paragraph 6 hereof, Mobilitie shall not be obligated to pay any other permit fees.
4. In addition, Mobilitie shall pay to the City an annual fee in the amount of \$500.00 for each City pole to which Mobilitie attaches Facilities and any associated fiber or other Facilities. Mobilitie's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. After the initial ten (10) year term the annual fee will increase to \$750 for each City pole to which Mobilitie attaches Facilities and increase an additional \$125 after each subsequent five (5) year renewal. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable Facilities by Mobilitie shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Mobilitie shall not be obligated to pay any other annual or recurring fees.
5. Should Mobilitie seek to attach Facilities to a pole in the Rights-of-Way which is owned by a third party, Mobilitie shall obtain all authorizations and approvals from such third party.
6. Mobilitie will obtain any other permits and pay any other fees applicable to Mobilitie's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.

7. In accordance with the City's regulations, Mobilitie will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Mobilitie, or a third party).
8. Mobilitie may remove one or more Facilities from time to time during the term, in which event Mobilitie shall provide advance notice thereof to the City and Mobilitie shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Mobilitie ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Mobilitie. Mobilitie shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Mobilitie shall provide the City with a telephone number that the City can contact to request Mobilitie's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Mobilitie notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Mobilitie shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Mobilitie shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Mobilitie while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Mobilitie of any claim for which the City seeks indemnification. Mobilitie shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.
14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Mobilitie shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Mobilitie against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction,

erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. Mobilitie shall furnish copies of the required certificate of insurance to the City. Mobilitie will provide the City with thirty (30) days' prior written notice of cancellation.

16. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Kingston
420 Broadway
Kingston, NY 12401
Attn: Mayor Steven T. Noble

With a copy to:

If to Mobilitie:

Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660
Attn: Asset Management

With a copy to:

Mobilitie, LLC
2220 University Drive
Newport Beach, CA 92660
Attn: Legal Department

17. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of New York, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.
18. If any law, ordinance, regulation, or court decision renders any provision of this Agreement invalid, the remaining provisions shall remain in full force and effect. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement is the complete and exclusive statement of the parties' agreement with respect to the subject matter and supersedes all other oral and written agreements or communications between the parties prior to the execution of this Agreement relating to this subject matter. This Agreement will not be deemed to provide third parties with any remedy, claim, right of action or other right. This Agreement may be executed and delivered in multiple counterparts, each of which is an original.
19. This Agreement shall take effect on the date that is the later of the dates on which each of the parties have executed this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF KINGSTON

MOBILITIE, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date

CITY OF KINGSTON
Department of Public Works
publicworks@kingston-ny.gov

Joseph A. Chenier, Superintendent



Steven T. Noble, Mayor

May 22, 2017

Hon. James Noble
President Common Council
420 Broadway
Kingston, NY 12401

Dear President Noble;

Attached please find a request for interdepartmental transfers for the Department of Public Works. This transfer will cover shortfalls in the current budget the retirement payout for Raymond Long and the cost of our training at Cornell for the summer internship.

Your assistance in this matter is greatly appreciated.

Sincerely,

Joseph A. Chenier
Superintendent Department of Public Works

Cc: Mayor Steven Noble
Comptroller John Tuey

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	<u>XX</u>	Contingency Transfer		
Transfer		Authorization		
Budget Modification		Bonding Request		
Claims	<u>Zoning</u>	Other		
Department: <i>Public Works</i>		Date: <i>May 22, 2017</i>		
A1	Transfer To:	A1	Transfer From:	
1490 14 5462	<i>Admin Dues & Seminars</i>	800.00	1490 11 5111 <i>Admin Seasonal Employees</i>	800.00
3310 14 5444	<i>Traffic Control Veh Main</i>	3,000.00	5110 11 5101 <i>Street Maintenance Reg Pay</i>	24,286.75
5110 11 5105	<i>Street Main Retirement</i>	24,286.75	5142 14 5444 <i>Snow & Ice Veh Maintenance</i>	4,000.00
8161 14 5444	<i>Solid Waste Veh Main</i>	1,000.00		
		29,086.75		29,086.75
<i>Transfer Request Notes:</i> <i>Ray Long Retirement</i> <i>Shortfalls in Vehicle Maintenance</i> <i>On site training for summer intern and Superintendent at Cornell</i>				
Estimated Financial Impact _____		Signature _____		

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Steven Schabot, Ward 8		
Deborah Brown, Ward 9		