



City of Kingston Kingston Common Council
Meeting Agenda
Tuesday, July 7, 2020
7:30 PM

You can dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 877 568 4106
- One-touch: tel:+18775684106,,676392165#

United States: +1 (571) 317-3129
- One-touch: tel:+15713173129,,676392165#

Access Code: 676-392-165

A CALL TO ORDER

A.1. Order of events
[20200707110123.pdf](#)

B PLEDGE OF ALLEGIANCE TO THE FLAG

C MOMENT OF SILENCE

D ROLL CALL

E DISPENSE WITH THE READING OF THE MINUTES OF THE PREVIOUS MEETING AND APPROVE SAME AS PREPARED AND FILED BY THE CITY CLERK.

F DISPENSE WITH THE READING OF THE GENERAL BILLS

F.1. General Bills
[20200706095739.pdf](#)

G PUBLIC SPEAKING - A Maximum of 30 Minutes is Allotted for this Purpose

G.1. Public comments
[20200707110817.pdf](#)

H CLAIMS

I COMMUNICATIONS

- I.1. Adoption of Open Space Plan
[Letter to Council Regarding Adoption of Open Space Plan.pdf](#)
- I.2. Finance Communications, Laws & Rules Communications, Public Safety Communications
[20200707102533.pdf](#)
[20200707102702.pdf](#)

J DISPENSE WITH THE SECOND READING OF THE GENERAL BILLS AND PAY SAME

K REPORT OF THE COMMITTEES

K.1. Proposed Legislation

[20200707105611.pdf](#)

L LOCAL LAWS

M ADJOURNMENT

N AWARDS AND PRESENTATIONS

Kingston Common Council Agenda Item Report

Meeting Date: July 7, 2020

Submitted by: Elisa Tinti

Submitting Department: Common Council

Item Type: Informational Purposes

Agenda Section:

Subject:

Order of events

Suggested Action:

Attachments:

[20200707110123.pdf](#)

CITY OF KINGSTON COMMON COUNCIL
REGULAR MEETING HELD VIRTUALLY
July 7, 2020

- A. Call to order by the President of the Common Council
- B. Pledge of Allegiance to the Flag
- C. Moment of Silence
- D. Roll Call
- E. Motion to dispense with the minutes of the previous meeting and to approve same as prepared and filed by the City Clerk
- F. Motion to dispense with the reading of the General Bills
- G. Public Speaking:
- H. Claims:

20-21 False Police Report at Ulster County Jail
- I. Dispense with the reading of the General Bills and pay same
- J. Communications:

1. Elisa Tinti, Clerk/Registrar	Re :Budget Transfer	FIN
2. J. Tuey, Comptroller	Re: Investment Policy Update	FIN
3. Mayor Noble	Re: NYS DOT Agreement	FIN
4. S. Knox, Building/Zoning	Re: Budget Transfer	FIN
5. Elisa Tinti, Clerk/Registrar	Re: Zoning Amendment	L&R
6. J. Noble/Sustainability Cor.	Re: Adoption Open Space Plan	L&R
7. S. Cahill, Planning/Heritage	Re: Heritage Area Commission	L&R
8. Mayor Noble	Re: Midtown Linear Park Project	L&R
9. Lawrence Ball, City Judge	Re: Kingston City Charter	L&R
10. J. Shultheis, Engineer	Re: Wilbur Ave. at Dunn St.	PS/GG
11. J. Shultheis, Engineer	Re: Removal of Traffic Signals	PS/GG
12. J. Shultheis, Engineer	Re: Traffic Control S. Wall St.	PS/GG
13. Ald. Worthington	Re: Parking Space	PS/GG
- K. Report of Committees
- L. Adjournment

Respectfully Submitted
Elisa Tinti, City Clerk

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GENERAL BILLS JULY 2020

911 UNIFORMS	KPD	\$88.35
911 UNIFORMS	KFD	\$553.95
A. MONTANO	DPW	\$412.31
AARON SMITH REFUND	PARKS & REC	\$42.48
ACCESS TECHNOLOGY INTEGRATION INC.	COMPTROLLER	\$1.75
ADRIANNA DEMERCURIO REFUND	PARKS & REC	\$42.48
ALBANY TRUCK SALES	DPW	\$1,525.05
ALEXA MARKIEWICZ REFUND	PARKS & REC	\$212.38
ALEXANDRA CUTRONE REFUND	PARKS & REC	\$164.60
ALISHA DAVIS REFUND	PARKS & REC	\$265.48
ALISON GILES REFUND	PARKS & REC	\$483.17
ALLEGRA SMALDONE REFUND	PARKS & REC	\$483.17
AMANDA MORANO REFUND	PARKS & REC	\$42.48
AMAZON	PURCHASING	\$250.35
AMAZON	CENTRAL DATA	\$1,470.15
AMAZON	KPD	\$1,417.95
AMERICAN PRINTING	BUILDING/ZONING	\$208.98
ANDERSON BROS. ELECTRIC INC.	TREATMENT PLANT	\$1,190.65
ANDERSON MEDICAL PC	DPW	\$255.00
ANDREA LYNN REFUND	PARKS & REC	\$125.00
ANDREW THORN REFUND	PARKS & REC	\$42.48
ARLENE PUENTES REIMBURSEMENT	COMM. DEV.	\$112.23
ARMSTRONG PROFESSIONAL SERVICES	COMM. DEV.	\$300.00
B. HUBBARD ENC INC.	DPW	\$4,000.00
BANG THE TABLE USA LLC	GRANTS	\$8,500.00
BARTON LOGUIDICE DPC	ENGINEERING	\$321.50
BAYHORSE GAZEBOS & BARNS	PARKS & REC	\$500.00
BEARING DISTRIBUTORS INC.	TREATMENT PLANT	\$806.78
BEN FUNK INC	DPW	\$3,032.22
BENSON STEEEL	DPW	\$425.00
BETH BOWENS REFUND	PARKS & REC	\$42.48
BINNEWATER ICE CO., INC.	PARKS & REC	\$121.20
BINNEWATER ICE CO., INC.	KFD	\$71.90
BINNEWATER ICE CO., INC.	KPD	\$231.25
BINNEWATER ICE CO., INC.	BUILDING/ZONING	\$32.90
BINNEWATER ICE CO., INC.	BLDG. MAIN	\$16.75
BOCES	CENTRAL DATA	\$2,455.56
BRIANNA HARTY REFUND	PARKS & REC	\$42.48
BRUCE COBB REFUND	PARKS & REC	\$42.48
BSN SPORTS LLC	PARKS & REC	\$100.00
BWE, LLC	DPW	\$2,531.70
BYRNES MESSAGE BUREAU LLC	DPW	\$435.67
CALLANAN INDUSTRIES INC.	DPW	\$1,907.86
CAMPBELL FREIGHTLINER	DPW	\$327.13
CANON	KPD	\$1,612.14
CANON	COMPTROLLER	\$66.28
CANON	CITY CLERK	\$1,822.23
CANON FINANCIAL SERVICES INC.	PARKS & REC	\$131.67
CANON FINANCIAL SERVICES INC.	KFD	\$338.00
CANON FINANCIAL SERVICES INC.	BUILDING/ZONING	\$196.20
CARL BELL P&H	TREATMENT PLANT	\$225.00
CARL BELL P&H	KFD	\$475.00
CAROLYN MAYER REFUND	PARKS & REC	\$42.48
CASA BUILDERS	ENGINEERING	\$93,100.00
CASSANDRA WOINOSKI REFUND	PARKS & REC	\$42.48
CENTRAL HUDSON	VARIOUS	\$56,550.33
CHAD CALLAHAN REFUND	PARKS & REC	\$42.48
CHRIS MASON REFUND	PARKS & REC	\$42.48
CHRISTINA OSTERHOUDT REFUND	PARKS & REC	\$42.48

CHRISTOPHER PAGNOTTA REFUND	PARKS & REC	\$42.48
CHRISTY BAILEY REFUND	PARKS & REC	\$42.48
CHUCK BISHOP REFUND	PARKS & REC	\$42.48
COMPUTER PROFESSIONALS INC.	CENTRAL DATA	\$3,841.50
COOK,NETTER,CLOONAN,KURTZ,MURPHY	CORP. COUNSEL	\$2,220.00
CORE & MAIN LP	DPW	\$1,770.20
CORNELL UNIVERSITY COOP. EXT. UC	HEALTH	\$201.25
CPI	CENTRAL DATA	\$192.00
CPI	CENTRAL DATA	\$96.00
CUES INC.	ENGINEERING	\$58.24
CUSTOM SECURITY SYSTEMS	TREATMENT PLANT	\$68.00
D&W DIESEL INC.	DPW	\$46.00
DACIA ACAMPORA-ATES REFUND	PARKS & REC	\$265.48
DAILY FREEMAN	ENGINEERING	\$150.75
DAILY FREEMAN	BUILDING/ZONING	\$48.15
DAILY FREEMAN	PLANNING	\$76.80
DANIEL SCHERMERHORN REFUND	PARKS & REC	\$42.48
DANS RECOVERY & TOWING	KPD	\$200.00
DANZIGER & MARKHOFF LLP	COMPTROLLER	\$1,585.00
DAVID WIRHOWSKI REFUND	PARKS & REC	\$42.48
DENISE WINCHESTER REFUND	PARKS & REC	\$111.50
DEPAULA CHEVROLET	DPW	\$83.85
DEPAULA FORD	DPW	\$391.17
DETECTIVE LT. THIERRY CROIZER	KPD	\$2,500.00
DIANA DECKER REFUND	PARKS & REC	\$42.48
DIRECT ENERGY	COMPTROLLER	\$28,938.37
EAGE DIESEL POWER CO., INC.	DPW	\$127.20
EASTERN HEATING & COOLING	CITY CLERK	\$1,179.50
EASTERN HEATING & COOLING	KPD	\$299.18
EASTERN MATERIALS LLC	DPW	\$222.72
EASTERN STATES ELECTRICAL SUPPLY	DPW	\$606.01
EASTERN STATES ELECTRICAL SUPPLY	TREATMENT PLANT	\$262.22
EDDIE TORRES REFUND	PARKS & REC	\$42.48
EMILY CROCKETT REFUND	PARKS & REC	\$42.48
ERIC DODD REFUND	PARKS & REC	\$212.38
ERICA JOHNSON REFUND	PARKS & REC	\$42.48
FACILITIES MAINTENANCE CORP.	KPD	\$4,766.50
FARRIER GATHEN REFUND	PARKS & REC	\$355.74
FASTENAL COMPANY	DPW	\$646.88
FEDEX	KPD	\$34.75
FELIPE GAUDET REFUND	PARKS & REC	\$212.38
FIRST CHOICE COFFEE SERVICES	DPW	\$60.26
FLEET PRIDE	DPW	\$542.54
GABRIELLE WATERMAN REFUND	PARKS & REC	\$42.48
GENERAL SALES	KPD	\$598.00
GENEVIEVE KRONNER REFUND	PARKS & REC	\$42.48
GENEVIEVE SANTORO REFUND	PARKS & REC	\$42.48
GERALDINE BREEN REFUND	PARKS & REC	\$212.38
GLOBAL MONTELLO GROUP CORP.	DPW	\$14,316.31
GP FLOORING SOLUTIONS	KPD	\$23,072.56
GRAINGER	KPD	\$23.60
GRAINGER	DPW	\$391.91
GUARDIAN ALTERNAT FUNDED	CIVIL SERVICE	\$608.05
HA SCHRECK INC.	TREATMENT PLANT	\$191.30
HACH CO.	TREATMENT PLANT	\$388.73
HD SUPPLY FACILITIES MAINTENANCE	TREATMENT PLANT	\$1,242.30
HEATHER CROCKETT REFIMD	PARKS & REC	\$265.48
HEATHER FRANTZ REFUND	PARKS & REC	\$42.48
HEIDI ABRAMS-PLEVA REFUND	PARKS & REC	\$265.48
HERZOGS SUPPLY CO.	DPW	\$4,991.82
HERZOGS SUPPLY CO.	PARKS & REC	\$9,952.07

HERZOGS SUPPLY CO.	ENGINEERING	\$37.10
HERZOGS SUPPLY CO.	CITY CLERK	\$47.56
HERZOGS SUPPLY CO.	TREATMENT PLANT	\$572.47
HERZOGS SUPPLY CO.	KFD	\$150.21
HERZOGS SUPPLY CO.	KPD	\$489.97
HERZOGS SUPPLY CO.	BUILDING/ZONING	\$399.00
HILL & MARKES	PARKS & REC	\$387.01
HZ ELECTRIC SUPPLY	DPW	\$439.47
ILYSE SIMON REFUND	PARKS & REC	\$323.88
INTERCITY TIRE	DPW	\$196.40
IZAYEH WELLS REFUND	PARKS & REC	\$42.48
JACKIE GERBASI REFUND	PARKS & REC	\$265.48
JACOB CHANDLER REFUND	PARKS & REC	\$42.48
JAMIE KESICK REFUND	PARKS & REC	\$42.48
JAMIE LAKIN REFUND	PARKS & REC	\$42.48
JEFFREY HABER REFUND	PARKS & REC	\$42.48
JENNIFER CRESPIANO REFUND	PARKS & REC	\$42.48
JEREMY FUNDBERG REFUND	PARKS & REC	\$42.48
JEREMY HUDLER REFUND	PARKS & REC	\$42.48
JESSICA BALOY REFUND	PARKS & REC	\$42.48
JESSICA CESANA REFUND	PARKS & REC	\$42.48
JILLIAN STALEY REFUND	PARKS & REC	\$42.48
JOE JOHNSON EQUIPMENT INC	DPW	\$762.77
JOHN MURPHY REFUND	PARKS & REC	\$212.38
JOHNSONS SIGNS & TEES	KFD	\$5,937.79
JOSEPH PAIGE JR. REFUND	PARKS & REC	\$42.48
JOSEPH PAIGE SR. REFUND	PARKS & REC	\$42.48
JOSEPH SWART REFUND	PARKS & REC	\$42.48
JOSEPH SZABO REFUND	PARKS & REC	\$42.48
JULIANNE SHAVER REFUND	PARKS & REC	\$42.48
KATELYN SEMON REFUND	PARKS & REC	\$105.00
KATHERINE MILLER REFUND	PARKS & REC	\$42.48
KATHLEEN BANKS REFUND	PARKS & REC	\$42.48
KATHLEEN HALWICK REFUND	PARKS & REC	\$265.48
KATIE FARRUGIA REFUND	PARKS & REC	\$42.48
KATRIANA VITTHUHN REFUND	PARKS & REC	\$265.48
KAYCEE WIMBISH REFUND	PARKS & REC	\$212.38
KEIL EQUIPMENT	DPW	\$453.83
KERRI DEANGELIS REFUND	PARKS & REC	\$212.38
KERRY MALAK REFUND	PARKS & REC	\$42.48
KEVIN VANWAGENEN REFUND	PARKS & REC	\$42.48
KINGSTON AUTO SUPPLY INC.	TREATMENT PLANT	\$131.74
KINGSTON AUTO SUPPLY INC.	KFD	\$54.23
KINGSTON AUTO SUPPLY INC.	KPD	\$112.96
KINGSTON AUTO SUPPLY INC.	DPW	\$2,880.64
KINGSTON WATER DEPT.	PARKS & REC	\$518.15
KINGSTON WATER DEPT.	TREATMENT PLANT	\$200.00
KIRA NATALE REFUND	PARKS & REC	\$265.48
KLOMM CONSTRUCTION LLC	KFD	\$447.50
KLYE SCHEMERHORN REFUND	PARKS & REC	\$42.48
KOESTER ASSOCIATES INC.	TREATMENT PLANT	\$2,314.17
KRISTEN FELICIANO REFUND	PARKS & REC	\$42.48
KRISTINE TOMPKINS REFUND	PARKS & REC	\$265.48
KYLE GRIBULISS REFUND	PARKS & REC	\$42.48
L.W. TREE SERVICE INC	PLANNING	\$26,300.00
LACEY SPADAFORA REFUND	PARKS & REC	\$42.48
LAMARK LOGAN REFUND	PARKS & REC	\$42.48
LARRY BALL REFUND	PARKS & REC	\$265.48
LAURA DECHIARA REFUND	PARKS & REC	\$164.60
LAURA MCNAMARA REFUND	PARKS & REC	\$42.48
LLOYD KELLERHOUSE	PARKS & REC	\$150.00

LORD CULTURAL RESOURCES	ARTS	\$14,700.00
LYNCH AUTO PARTS	DPW	\$707.07
LYNEAH COLE REFUND	PARKS & REC	\$42.48
M&T BANK P-CARD	VARIOUS	\$2,445.93
MACAYLA TERWILLIGER REFUND	PARKS & REC	\$42.48
MADELINE FRIEDMAN REFUND	PARKS & REC	\$42.48
MARINE RESCUE PRODUCTS INC.	PARKS & REC	\$733.50
MARISA DOLAND REFUND	PARKS & REC	\$42.48
MARK LASHER REFUND	PARKS & REC	\$42.48
MATT HARGROVE REFUND	PARKS & REC	\$42.48
MECABE PLUMBING	DPW	\$1,045.00
MEGAN DIAMOND REFUND	PARKS & REC	\$42.48
MEGHAN HAMMER REFUND	PARKS & REC	\$42.48
MEGHAN MASTROENI REFUND	PARKS & REC	\$42.48
MICHAEL J. SASS FIRE EXTINGUISHER	PARKS & REC	\$311.00
MICHAEL J. SASS FIRE EXTINGUISHER	CITY CLERK	\$80.00
MICHELE MANUNYAN REFUND	PARKS & REC	\$42.48
MICHELLE LITTS REFUND	PARKS & REC	\$424.76
MONTANO SHOE STORE	PARKS & REC	\$300.00
MONTANO SHOE STORE	BUILDING/ZONING	\$150.00
MRS. SHARON LYONS SEWER REFUND	DPW	\$456.00
N&S SUPPLY	PARKS & REC	\$292.33
NANCY POPE REFUND	PARKS & REC	\$42.28
NATHAN ANDERSON REFUND	PARKS & REC	\$212.38
NATIONAL BUSINESS TECHNOLOGIES	DPW	\$157.50
NEW PIG	KFD	\$712.50
NICK MCCOY REFUND	PARKS & REC	\$42.48
NOBLE GAS SOLUTIONS	DPW	\$506.85
NYCOMCO	KPD	\$7,228.00
NYCOMCO	PARKS & REC	\$317.00
NYS ASSOC. OF FIRE CHIEFS	KFD	\$1,125.00
OCCUPATIONAL SERVICES	DPW	\$345.05
P&T SURPLUS	DPW	\$66.00
P&T SURPLUS	TREATMENT PLANT	\$10.00
PAMELA RUZZO REFUND	PARKS & REC	\$265.48
PARTNER RENTALS	DPW	\$216.46
PASSPORT LABS INC.	COMPTROLLER	\$6,848.81
PATRICK HASTINS REFUND	PARKS & REC	\$265.48
PHIL MASON REFUND	PARKS & REC	\$42.48
PITNEY BOWES	CITY CLERK	\$1,349.64
POISINELLO LUBRICANTS	DPW	\$703.00
PREMIER FIRE APPARATUS	KFD	\$1,741.07
QSCEND TECH	CENTRAL DATA	\$10,285.36
RALPH PEREZ REFUND	PARKS & REC	\$42.48
RG GROUP	DPW	\$117.20
ROEMER WALLENS FOLD MINEAUX LLP	CORP. COUNSEL	\$3,300.00
ROMEO FORD	KPD	\$41.65
RONDOUT PLATE & MIRROR	CITY CLERK	\$17.50
RUSSELL DOLAND REFUND	PARKS & REC	\$42.48
RYAN DEIBERT REFUND	PARKS & REC	\$483.17
RYAN HAM REFUND	PARKS & REC	\$42.48
SAFECO ALARM SYSTEMS	CITY CLERK	\$508.00
SAMANTHA AMATO REFUND	PARKS & REC	\$42.48
SAM'S CLUB	COMPTROLLER	\$45.00
SARAH WALLS REFUND	PARKS & REC	\$42.48
SELECTIVE INSURANCE FLOOD INS	CITY CLERK	\$1,548.00
SETH BROCKNER REFUND	PARKS & REC	\$615.91
SHANNAH DRAKE REFUND	PARKS & REC	\$42.48
SHIN-AE GARFMAN REFUND	PARKS & REC	\$265.48
SLACK CHEMICAL	TREATMENT PLANT	\$1,631.92
SPECTRUM BUSINESS	PARKS & REC	\$650.71

SPINNENWEBER	DPW	\$511.00
STARK NORTHEAST OIL CORP.	DPW	\$139.90
STARK NORTHEAST OIL CORP.	TREATMENT PLANT	\$659.95
STEPHAN KNOX REIMBURSEMENT	BUILDING/ZONING	\$59.99
STEPHANIE FERRARO REFUND	PARKS & REC	\$42.48
STEPHEN ACKERMANN REFUND	PARKS & REC	\$42.48
SUMMIT HANDLING SYSTEMS INC.	DPW	\$308.58
TARA DUPONT REFUND	PARKS & REC	\$22.38
THE SHERWIN WILLIAMS CO.	DPW	\$1,114.28
THOMAS DELIA REFUND	PARKS & REC	\$42.48
THOMAS FEENEY REFUND	PARKS & REC	\$42.48
TIFFANY FOWLER-WACHTEL REFUND	PARKS & REC	\$42.48
TIM COWAN REFUND	PARKS & REC	\$42.48
TNEMEC COMPANY	TREATMENT PLANT	\$905.00
TOM RESSO REFUND	PARKS & REC	\$42.48
TRACK STAR	KPD	\$2,625.00
TRANSUNION	KPD	\$122.00
UCRRA	DPW	\$88,657.78
ULSTER CO, DEPT. OF HEALTH	PARKS & REC	\$320.00
ULSTER UNIFORM	KPD	\$219.00
ULSTER UNIFORM	CITY CLERK	\$298.00
ULSTER UNIFORM	TREATMENT PLANT	\$176.00
ULSTER UNIFORM	PARKS & REC	\$1,032.50
ULSTER UNIFORM	DPW	\$5,928.00
VAN DEWATER & VANDEWATER LLP	ASSESSOR	\$1,472.75
VANKLEECK'S TIRE INC.	DPW	\$138.06
VANKLEECK'S TIRE INC.	DPW	\$108.00
VASSO SYSTEMS INC.	DPW	\$2,514.53
VAZ-CO RECLAIMING SERVICE	DPW	\$60.00
VERIZON	KPD	\$92.83
VERIZON	DIETZ STADIUM	\$486.10
VERIZON	KFD	\$92.83
VERIZON WIRELESS	KFD	\$1,019.42
VERIZON WIRELESS	DPW	\$627.61
VERIZON WIRELESS	BUILDING/ZONING	\$253.82
VERIZON WIRELESS	PARKS & REC	\$140.86
VERIZON WIRELESS	CENTRAL DATA	\$510.87
VERIZON WIRELESS	KPD	\$3,368.52
VERIZON WIRELESS	CITY CLERK	\$36.26
VINCENT YONTA REFUND	PARKS & REC	\$42.48
WALTER WRIGHT REFUND	PARKS & REC	\$42.48
WATCHGUARD	KPD	\$15.70
WB MASON	VARIOUS	\$1,908.30
WENDI PIPER REFUND	PARKS & REC	\$42.48
WEX FLEET	KPD	\$119.00
WILL CLARK REFUND	PARKS & REC	\$42.48
WINDSTREAM	CENTRAL DATA	\$1,481.74
WINDSTREAM	KPD	\$388.72
WOLBERG ELECTRIC SUPPLY CO.	DPW	\$62.10
YMCA OF KINGSTON & ULSTER	MAYOR	\$2,000.00
TOTAL		\$531,260.02

Kingston Common Council Agenda Item Report

Meeting Date: July 7, 2020

Submitted by: Elisa Tinti

Submitting Department: City Clerk/Registrar

Item Type: Informational Purposes

Agenda Section:

Subject:

Public comments

Suggested Action:

Attachments:

[20200707110817.pdf](#)

Tinti, Elisa

From: Hirsch, Michele
Sent: Friday, July 03, 2020 9:57 AM
To: Alderman; Tinti, Elisa
Subject: Fwd: [EXTERNAL EMAIL] vote no on the 500 ft. food truck law

Michele Hirsch
Alderwoman, Ward 9

Begin forwarded message:

From: David Hersh <davidhhersh@gmail.com>
Date: July 3, 2020 at 12:26:17 AM EDT
To: "Hirsch, Michele" <mhirsch@kingston-ny.gov>
Subject: [EXTERNAL EMAIL] vote no on the 500 ft. food truck law

Hi let save time and court fight vote no on this.

June 30,2020

To Mayor and Ward members

this is about that possible 500 feet law for food truck and food carts. most likley the purpose of the zoning ordinance is to protect the other food establishments in town.

Protecting established businesses from competition is an unconstitutional and illegitimate use of government power. Indeed, federal and state courts routinely strike down laws that are intended to

protect businesses from competition. The U.S. Court of Appeals for the Sixth Circuit ruled that the

government cannot impose anti-competitive regulations that restrict individuals' right to earn an honest living. The Sixth Circuit clearly stated "that protecting a discrete interest group from economic competition is not a legitimate government purpose." Similarly, in response to another

1 lawsuit, the Fifth Circuit ruled that "laws amounting to 'naked transfers of wealth' to politically favored insiders are unconstitutional." The Ninth Circuit held that "mere economic protectionism

2 for the sake of economic protectionism is irrational." 3

Brick-and-mortar restaurants should not fear food trucks. New restaurants open up next door to existing restaurants every day, without an uproar or calls for the government to level the playing

field. The presence of mobile food vendors will not cause restaurants to close. In fact, restaurants in

many cities have experienced an increase in business once mobile food vendors arrive, as they increase foot traffic and draw people outside where they can experience new opportunities—whether

Tinti, Elisa

From: Clark Richters <clark12401@gmail.com>
Sent: Monday, July 06, 2020 8:30 PM
To: Tinti, Elisa
Cc: Shaut, Andrea; Schabot, Steven
Subject: [EXTERNAL EMAIL] Fwd: Public Hearing: Proposed Allocations for CDBG CV Funds

Public Hearing: Community Development Block Grant (CDBG) CV Funds. on Jul 2, 2020 <https://youtu.be/r9P0qvL6MWg> may I ask to see the transcript of this video

Clark Richters

----- Forwarded message -----

From: **Clark Richters** <clark12401@gmail.com>
Date: Thu, Jul 2, 2020 at 1:46 PM
Subject: Public Hearing: Proposed Allocations for CDBG CV Funds
To: <apeterson@kingston-ny.gov>

My public comment: sign up to speak

Kingston should support and fund their Public Access station.

The City of Kingston, NY receives \$405,000 from the Cable franchise fees from the Cable subscribers, and doesn't direct any funds to the Public access station. Kingston is still negotiating Cable franchise agreement since 2016

My Petition Support Your Public Access Television - Change.org

Former producer/commissioner,

Clark Richters Sr. Kingston
Kingston Tv23 Blog

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Tinti, Elisa

From: Patrick Pellicano <patrick.pellicano@gmail.com>
Sent: Monday, July 06, 2020 6:35 AM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Public Comment for Common Council 7/7

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Kingston Common Council,

I'd like to voice my support for Rise Up Kingston's Police Accountability legislation. Setting up an independent commission with public involvement is one way to achieve transparency with the police.

Unfortunately policing in this country and around the world is just one of many systems that has racism built into its history, training, implementation and which is designed to punish Black, brown, poor and marginalized communities disproportionately. Data shows that more police do not ensure a safer city; it instills greater fear into a community given the gross offenses of policing's past and the very real threat of being snatched up by the carceral system never to break free. Police do not make me feel safe, and the stories I've heard from neighbors in town do not inspire confidence either.

Please take this worldwide movement in the wake of so many murders by police as the watershed moment that it is and reexamine the abusive structures which were intended for public safety, but which have failed and contributed to the opposite. Listen to our most vulnerable community members who are saying that the police treat them differently, and that they always have. Police brutality will continue because it was never designed to stop. Bold action is needed to protect our people - if the country of England can disarm their police so can the city of Kingston. Also, please do everything in your power to get cops out of schools, and end the school to prison pipeline.

To better understand why your community members are terrified of the police please read "The New Jim Crow" by Michelle Alexander and Alex S. Vitale's "The End of Policing," to name a few.

Thanks. Live long and prosper.

Pat Pellicano

Your commitment to funding the public instead of the police should be reflected in next year's budget. There should be counselors in schools, not police. There should be should not be in schools, police should not have the largest budget, and cops should not be the people responding to mental health crises. mmunity funding should be prioritized over punitive policing

I am sure most people who decide to become police officers



Dear Kingston City Council Members & Mayor Steve Noble,

We write this letter in support of Rise Up Kingston's Police Accountability Legislation.

We have a human rights crisis on our hands because local law enforcement is accountable only to itself and this lack of accountability creates an immediate danger to residents of overpoliced communities because police hold the power of life, death, and incarceration.

National data reported by the US Department of Justice in 2018, show that in 2015, when police initiated an interaction, they were twice as likely to threaten or use force against Black and Hispanic residents than white residents. Our experience in Kingston bears out the national data. Through the Freedom of Information Law, we have obtained data from the last five years that we compiled and analyzed showing that despite making up only 14.5% of the population, 52.5% of tasings were perpetrated on people of color.

In addition to the racial disparities in policing and use of force, we have concerns about the lack of accountability of police. Although our city has a police commission, residents have raised numerous issues about how it functions. After incidents of police brutality, community members found that the police commission was not appropriately handling complaints and not holding police accountable for the use of force.

By creating an accountability process in our community, those who have been abused and mistreated by police will no longer be silenced and officers will be held accountable for their behavior.

We know that real accountability serves our community by giving citizens a genuine remedy for excessive force and other ways that officers fail to uphold and enact department policy. We know that real accountability to department policy and best practices supports police officer safety as well as public safety, because it supports mutual trust between police and the community they serve. Officers who are working with integrity and fairness are better able to do their jobs well if those who are not are held accountable. Accountability makes the whole community safer, including our officers.

The legislation will make changes to our police commission that will allow for true accountability, specifically:

- Creating transparent appointment guidelines and procedures for members of the commission.
- Create training requirements and procedural guidelines for commissioners' conduct of duties.
- Revitalize and revolutionize the complaint process for citizens wishing to file complaints.

As organizations & individuals dedicated to the public good in Kingston, we support these values for safety for all Kingston citizens, civilians and police officers.

Tinti, Elisa

From: Mary Sorich <mary.sorich@gmail.com>
Sent: Sunday, July 05, 2020 3:54 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] constituent on police accountability, with questions

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I hope this email finds you well. My name is Mary Sorich, I'm from the surrounding Kingston area. I'm writing to express my support for the Police Accountability Legislation. Our country is built on checks and balances, and ideally, the voice of the people. Right now, the people are demanding that police are held accountable for murdering black and brown people across the country. I believe the Police Accountability Legislation is the first step OF MANY in holding the police accountable in Kingston, and following its passage there needs to be further steps to defund the police.

Black people in Kingston do not feel safe. You need to pass this Police Accountability Legislation to begin changing Kingston into somewhere black people feel safe. As I said, this legislation is a first step of many you should take to make this change in Kingston.

I am also wondering why public commenting will not be turned on for this meeting? I would prefer that it be turned on.

Thank you for your time,
best,
Mary Sorich

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Tinti, Elisa

From: Jessica Kuonen <jessica.kuonen@gmail.com>
Sent: Monday, July 06, 2020 8:21 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Support for Police Accountability Legislation

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I'm a Kingston resident writing to express my full support for the passage of the Police Accountability Legislation that is coming up for a vote by the common council on July 7. I have reviewed the common sense measures and request that you accept the legislation as is - it's long overdue.

Thank you,
Jessica Kuonen
Climate Smart Kingston Commission

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Tinti, Elisa

From: Beth Kapps <beth.kapps4@gmail.com>
Sent: Saturday, July 04, 2020 7:58 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Vote yes for police accountability platform

I support the Police Accountability platform. So did most of the residents in Kingston in which I door knocked regarding this platform. We even had a retired police officer sign in support of the police accountability platform.

Some comments from a few who didn't sign, they supported the platform but were afraid to have their names on the petition because they were friends or neighbors with police officers.

Also I would like to know why there will not be live commenting allowed from the community? I get that it is uncomfortable to hear from the community but now is not the time to feel comfortable. If you are too comfortable right now you are not doing enough to hear your community and definitely not doing enough to ensure accountability and justice from police brutality.

--
Sincerely,

Beth Kapps
beth.kapps4@gmail.com
516-650-5154

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Tinti, Elisa

From: Noah Meyer <noahmeyeroutside@gmail.com>
Sent: Thursday, July 02, 2020 7:18 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability, no exceptions

Hi there, I'm a Kingston resident and fully support the proposed Police Accountability Legislation. Please do the right thing, the common sense thing, the bipartisan thing, the fair thing, and pass this legislation. Everyone will benefit, even the police. Being held accountable will raise the standards for our men and women in the police force, and they can feel truly honorable for protecting their community in a just way. And the community can thank them for being fair and transparent. Every strong relationship starts with clear communication. Also I hear that live commenting will not be turned on for this meeting. Why is that? If at all possible, I know the community will really want to weigh in on this.

Thanks,
Noah Meyer

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Tinti, Elisa

From: Sarah Amandolare <sarahamandolare@gmail.com>
Sent: Friday, July 03, 2020 7:03 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] In support of Police Accountability legislation

Dear members of the common council,

I am a resident of the city of Kingston and I support the Police Accountability legislation. Is there any reason why Live Commenting will not be turned on for the meeting on July 7th?

Thank you,

Sarah Amandolare

--

Sarah Amandolare

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Tinti, Elisa

From: Roxie Newberry <maluhialoa@yahoo.com>
Sent: Friday, July 03, 2020 10:13 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Support the Police Accountability Legislation

Hello Kingston Common Council,

I am an Ulster County resident, and I wholeheartedly support the Police Accountability Legislation. Please adopt this legislation.

Also, I request that the Live Commenting be turned on for this meeting.

Sincerely,

Roxie Newberry
18 Broadview Road Apt 17
Woodstock, NY 12498

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Tinti, Elisa

From: Sophia Orlow <sophia.al.orlow@gmail.com>
Sent: Friday, July 03, 2020 12:34 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] THANK YOU, PLEASE READ: Police Accountability Legislation

Hello,

My name is Sophia Orlow, and I am a Kingston resident. I fully support the police accountability legislation that Rise Up and other local anti-racist organizations have worked on. We must have stronger oversight on the people who have supposedly sworn to protect. The Kingston PD cannot continue to act with impunity and with no risk of consequences. A Kingston high schooler was sexually assaulted by a “safety officer” (a euphemism for a cop), but this man still has his job. Does this sound like justice to you? Why should our tax dollars go to him and all the other police who stand by him? We must enact this legislation so the police know that they will be held accountable for their behavior.

And I want to see funds moved away from the police to social services, mental health care, resources for education especially for schools with majority Black and Latinx children. I support abolishing the police, and encourage you to read Angela Davis’ “Are Prisons Obsolete?” Pass the police accountability legislation NOW.

Finally, I am perplexed why live commenting/questioning for the July 7 hearing has been barred. If you are truly committed to amplifying the voices of your constituents, especially Black Kingstonians who are disproportionately affected by police violence, then you will allow for live questioning. Quite simply, there is no reason to fear people power if you do not fear change.

Thank you for your time,
Sophia Orlow
Midtown resident

Are Prisons Obsolete:

https://www.feministes-radicales.org/wp-content/uploads/2010/11/Angela-Davis-Are_Prisons_Obsolete.pdf

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Tinti, Elisa

From: Louiseola <louisesbartolotta@gmail.com>
Sent: Friday, July 03, 2020 1:25 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation Vote

To Whom it may concern,

Hello! I am a Hudson Valley resident and I wanted to voice my support for the Police Accountability Legislation that is going to be voted on on July 7th. I love the Hudson Valley and I believe the safety of my fellow citizens would greatly benefit from this legislation being passed. I am also curious to know why live commenting will be turned off during this meeting. Thank you so much for your time,
Louise Bartolotta

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Tinti, Elisa

From: Michael Shay <michaeljamesshay@gmail.com>
Sent: Friday, July 03, 2020 4:05 PM
To: Tinti, Elisa; Cc:
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Dear members of the common council,

I am a resident of the city of Kingston and I support the Police Accountability legislation. Is there any reason why Live Commenting will not be turned on for the meeting on July 7th?

Thanks,
Michael Shay
845.616.2193

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Tinti, Elisa

From: Alisha Mai <alishamaifrank@gmail.com>
Sent: Friday, July 03, 2020 11:17 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police accountability legislation

Hello,

I'd like to submit the following comment:

I support the police accountability legislation that has been put before the common council, and I urge them to pass it on July 7th, granting our community in Kingston meaningful progress towards the safety and dignity we deserve.

I understand that live commenting will not be turned on for the meeting. Is this true? Why is this the case?

Thank you,
Alisha McNamara

--

Alisha Mai

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Tinti, Elisa

From: Hannah K Giles <hkgiles@gmail.com>
Sent: Tuesday, June 23, 2020 2:20 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hello -

I am writing to express my strong support for the Police Accountability Legislation on the table in Kingston.

It is absolutely necessary to refine the civilian complaint process against city officers and to change the make-up of the city's police commission to prioritize the voices and demands of Black and POC residents of Kingston who have been marginalized for too long and who are disproportionately impacted by over-policing and police brutality. Now is the time to take these steps toward police accountability.

I urge the Common Council to put legislation on the Mayor's desk immediately.

I will be following the July 7 meeting/vote eagerly. What is the reasoning behind shutting off Live Commenting during this meeting? I am deeply concerned that the impact will be to silence important community voices. Please consider opening up Live Commenting.

With hope for change,

Hannah Giles
12401

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Tinti, Elisa

From: Kate Zasada <kzasada@gmail.com>
Sent: Tuesday, June 23, 2020 3:35 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Supporting the Police Accountability Legislation in Kingston

Hello,

I'm writing to support the police accountability legislation spearheaded by Rise Up to be passed by the common council. I'm looking forward to the common council meeting and I hope you'll consider allowing live comments to be accepted during this meeting for increased transparency and communication with your constituents.

Thank you,
Kate Zasada

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Tinti, Elisa

From: Hannah <hkondrat@gmail.com>
Sent: Tuesday, June 23, 2020 8:37 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability comment

Dear council,

As a member of the Kingston community I urge you to vote in favor of the police accountability legislation. I would also like to inquire why live commenting is not happening for this meeting?

Thank you,
Hannah Kondrat

--



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Tinti, Elisa

From: Keri Toye <keritoye@gmail.com>
Sent: Wednesday, June 24, 2020 8:51 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] I Support Police Accountability Legislation

Hello,

I am writing to elevate the voices that support police accountability legislation.
I support police accountability legislation.

Why will live commenting be turned off for this upcoming meeting?

Thank you,
Keri

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Tinti, Elisa

From: Erin Barth-Dwyer <erin.barthdwyer@gmail.com>
Sent: Wednesday, June 24, 2020 10:20 AM
To: Tinti, Elisa; Shaut, Andrea
Subject: [EXTERNAL EMAIL] info@riseupkingston.org

Hello,

I am writing in support of the Police Accountability Legislation. If it hasn't already been made clear, this issue is extremely important to the people of Kingston. It is the responsibility of the common council to protect the people of this city and honor our needs. Please do right by us on July 7th and pass this legislation.

Additionally, I'd like to know why live commenting will not be turned on for this meeting?

Sincerely,
Erin Barth-Dwyer
Ward 4

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Tinti, Elisa

From: Judson Packard <judpackard@gmail.com>
Sent: Wednesday, June 24, 2020 8:33 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Police Accountability

Hello,

I'm a Kingston resident who has been following the police accountability issue closely (I was at the public session in the winter). I am very much in support of this legislation and glad that it's moving along! I was wondering, especially given that open session, why live commenting has been turned off for the upcoming meeting on July 7th?

I hope this message finds you well.

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Tinti, Elisa

From: Alexandra Stewart <alexcestewart@gmail.com>
Sent: Wednesday, June 24, 2020 10:39 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Common Council Comments

Elisa Tinti,

I'm writing to urge the common council to support the Police Accountability Legislation. These guidelines and practices are long overdue and the community deserves your support in this matter.

I'd also like to understand why the committee will not be including live commenting for this upcoming July 7th meeting?

Alexandra Stewart

--

Music + Video

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Tinti, Elisa

From: reed mollins <reedmollins@gmail.com>
Sent: Wednesday, June 24, 2020 5:45 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Public Comment on Police Accountability Legislation

Hello, I stand strongly in support of enacting the Police Accountability Legislation, and I would hope that our newly elected UC Sheriff does as well.

Kingston, and Ulster County in general, can be models of how communities can look and act when people care about each other and live in mutual respect, and having our most diverse city govt embrace enhanced accountability from the Police force can be a beacon of pride.

I find it extremely disappointing that the live commenting will not be running during this meeting, as it is clear that public opinion on these matters, from any and all that wish to participate, is vitality important to crafting public policy. Please reconsider.

Thank you,

- Reed Mollins -
ph: 917.385.3972
reedmollins@gmail.com

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Tinti, Elisa

From: Merav Kanpol <mkanpol@gmail.com>
Sent: Thursday, June 25, 2020 10:47 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability

Hello,

I stand strongly in support of enacting the Police Accountability Legislation, and I implore our newly elected UC Sheriff to do the same.

Kingston, and Ulster County in general, can be models of how communities can look and act when people care about each other and live in mutual respect, and having our most diverse city govt embrace enhanced accountability from the Police force can be a beacon of pride.

I find it extremely disappointing that the live commenting will not be running during this meeting, as it is clear that public opinion on these matters, from any and all that wish to participate, is vitality important to crafting public policy.

Please reconsider.

Thank you,
Merav

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Tinti, Elisa

From: A. Katzman <adamthekatzman@gmail.com>
Sent: Thursday, June 25, 2020 10:13 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability

Dear Mr. Tinti,

I am a resident and small business owner in Kingston. For quite some time now, I have been following the work Rise Up Kingston has been doing to bring a police accountability platform to Kingston. I, like so many people in this city, am eager to see the Police Accountability Legislation passed. Please accept this email as my public comment, and please let me know why public commenting will not be turned on for a meeting as important as this. Thanks.

Sincerely

Adam Katzman

--

Adam Katzman - Owner/Operator
Autonomous Energies
PO Box 1245
Kingston NY, 12402
www.AutonomousEnergies.com
(518) 567-1468

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Tinti, Elisa

From: Ann Calamai <dcalamai@gmail.com>
Sent: Friday, June 26, 2020 10:25 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

To Whom it may Concern,

My name is Diana Starodaj. I am a permanent resident of Kingston NY, a homeowner and a mother of two, writing to express my support for Police Accountability Legislation. In an effort to create transparency, I question your decision to not allow Live Commenting during the meeting. Given the pervasiveness of injustice in our policing system and the level of attention this issue is getting nationwide, I encourage you to be as transparent as possible.

Diana Starodaj

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Tinti, Elisa

From: amy <amsubus@gmail.com>
Sent: Friday, June 26, 2020 8:59 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police accountability legislation

I am in support of the Police accountability legislation, and ask that you allow live commenting during the meeting on July 7th.

Kingston resident and concerned citizen,
Amy Armijo

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Tinti, Elisa

From: Sam Strand <sam@lunchnightly.com>
Sent: Saturday, June 27, 2020 12:26 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hi there!

Just writing to express my support for Rise Up Kingston's Police Accountability Legislation. I'm so pleased it has passed through the Laws & Rules committee, and I look forward to it being passed by the Common Council.

Also, curious about the lack of live commenting for the meeting of the Common Council on July 7...

Thank you,
Samantha Strand

--
Samantha Strand
Owner
www.lunchnightly.com
<3

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Tinti, Elisa

From: katie minford <katieminford@gmail.com>
Sent: Saturday, June 27, 2020 3:22 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

To whom it may concern,

Thank you for taking the time to read this email. My name is Katie Minford and I am a resident of Woodstock, NY. I am writing to urge you to pass the Police Accountability Legislation brought to you by Rise Up Kingston. It is long overdue.

Police work for us. We demand accountability.

Also I was wondering why Live Commenting will not be turned on for this meeting?

Best,
Katie Minford

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Tinti, Elisa

From: Clark Richters <clark12401@gmail.com>
Sent: Sunday, June 28, 2020 3:13 PM
To: Tinti, Elisa; Hirsch, Michele
Subject: [EXTERNAL EMAIL] My public comment for the Council on July 7, 2020

To my Kingston City, Council

I think, it's unfair that you have to write and email the City Clerk to make a public Comment. unfortunately not everybody's a writer and keeping the the media and the public muted on your live stream meetings.

Broadway Corridor project: The plans show six bus stops within the project, but only one bus shelter. <https://engagekingston.com/broadwaygrandintersection/maps/broadway>

Bike Lanes I'm disappointed with the council not voicing their opinion about more bus shelters for Broadway Corridor . And the City of Kingston and the towns have the power to appoint any resident to the Cable Commission. The City of Kingston receives \$405,000 from the cable franchise fees from the Cable subscribers. Franchise Agreement expired 2016

Channel 23 would be a great opportunity for the city and the towns to utilize by posting notices, filming meetings and local news, which serves City of Kingston, Town of Kingston, Ulster, Rosendale, Hurley, Marletown. Currently Channel 23 is now under Esopus Community TV 23.

Former producer/commissioner,

Clark Richters Sr. Kingston

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Tinti, Elisa

From: KC <crespin.km@gmail.com>
Sent: Sunday, June 28, 2020 7:49 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] re: Police Accountability Legislation

Good evening,

I am writing to express my support for the Police Accountability Legislation. Also, could I ask why won't live commenting be turned on for this meeting? If you need any more information from me, please do not hesitate to let me know. Thank you.

Best,
Kim Crespin

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Tinti, Elisa

From: Ella Ray Kondrat <ellaraykondrat@gmail.com>
Sent: Monday, June 29, 2020 9:08 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability

Hello Common Council members,

I am writing in support of the Police Accountability legislation. The time to act is now. Thank you for helping to protect our community members. We won't forget!

I also would like to inquire why live commenting will not be turned on for the upcoming session.

Thank you,
Ella Kondrat
108 Pearl St
Kingston NY

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Tinti, Elisa

From: Sonja Weaver-Madsen <sonjawm@gmail.com>
Sent: Tuesday, June 30, 2020 6:20 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Police accountability legislation

Hi,

My name is Sonja and I am living on Albany Ave. I am writing to urge the council to adopt police accountability legislation now and that the discussion of this legislation should be held as a public meeting with transparency to the citizens of Kingston. Kingston residents are demanding this action to ensure Police officers are accountable to the public and will work collaboratively, transparently, and fairly with all of the communities they serve. These steps are critical to ensure a recognition that black lives matter in Kingston and beyond.

Please take action on implementing this essential legislation and involve the community transparently.

Thanks,
Sonja Weaver-Madsen

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Tinti, Elisa

From: Serpentessa Serpentessa <serpentess@gmail.com>
Sent: Tuesday, June 30, 2020 12:24 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

I support the Police Accountability Legislation because when enacted it will create safety for all Kingston citizens, civilians and police officers. It will be a healthy, healing and effective step towards a community sharing their collective power with and for each other.

In addition, you can begin the transparency process by turning on Live Commenting during your July 7th meeting.

Thank you ~
Gretchen Serpentessa Brown

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Tinti, Elisa

From: Kate Rosko <katherinerosko@gmail.com>
Sent: Wednesday, July 01, 2020 10:05 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] In Support of Police Accountability Legislation

This is a letter in support of passing the Police Accountability Legislation next week for the community of Kingston.

As someone who works in Kingston, and lives nearby, I am certain that official legislation is necessary to begin to create a better relationship between police and communities of color.

Please take this first step. It is long overdue, and a basic, justified ask.

The community is watching! Do the right thing and pass the Police Accountability Legislation.

Sincerely,
Kate Rosko

acupuncture ✂️ 🌐 ☐

inner sensing ☐ 🏠 🦋

flowers+herbs 🌸 🌿 🐝

she/her, on occupied Lenape land

woodstock + kingston, ny

katherinerosko.com

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Tinti, Elisa

From: Lalena Howard Meyerson <lalena.howard@gmail.com>
Sent: Wednesday, July 01, 2020 8:18 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org; Tallerman, Donald
Subject: [EXTERNAL EMAIL] Vote YES on Rise Up Kingston's Police Accountability Legislation

Hello,

My name is Lalena Meyerson and I'm a Kingston resident, mother of 2 young children's and a homeowner living at 36 Hoffman Street in Kingston.

I am writing to voice my support of Rise Up Kingston's police accountability legislation in advance of the scheduled Council vote on 7/7/20. I have already contacted and received a response from my Alderman, Don Tallerman but am copying him again to confirm.

Rise Up Kingston has organized for years to include the experiences, perspectives and common sense demands of our neighbors who are most affected by police violence in this legislation. It is imperative that we all listen. Please do your part and vote yes!

Thank you for all you do,

Lalena Meyerson
36 Hoffman Street
Kingston NY 12401
917-502-8627

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Tinti, Elisa

From: Erika Rose <erikayrose@gmail.com>
Sent: Wednesday, July 01, 2020 5:12 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hello,

I am writing in support of the Police Accountability Legislation, which will be voted on by the common council on July 7th. This legislation is important, it is sensible, and it should be passed to help create a brighter future for everyone in Kinston, and a better community for all of us to live in.

I'd also appreciate if you could confirm why live commenting won't be turned on for this meeting.

Sincerely,
Erika Rose

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Tinti, Elisa

From: Murphy Munday-Goleman <murphymunday@gmail.com>
Sent: Wednesday, July 01, 2020 3:07 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] I support the Police Accountability Legislation

Hello! Hope this email finds you well. I am writing to share my support of the Police Accountability Legislation. It is important to me that we make changes in the existing public police complaint system and also that the Police Commission is adjusted to serve the diverse population here in Kingston. I feel the legislation prepared by Rise Up Kingston is sound and appropriate.

I am also curious why live commenting will not be open at the upcoming hearing? Is it not considered a public hearing?

Thank you for your time,
Murphy Munday
201 Johnson Hill Road
Kingston, NY 12401
718-207-0061

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Tinti, Elisa

From: Sarah Groat <sagroat@gmail.com>
Sent: Thursday, July 02, 2020 9:56 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] I support the Police Accountability Legislation

Hi,

I am a resident of Kingston and want to express my support for the Police Accountability Legislation. Please vote in support of this legislation.

I am also wondering why live commenting will not be turned on for this meeting? It's important for community members to be able to engage with our government directly. Please make public comments available for this meeting.

Thank you,

Sarah Groat
810-252-8755

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Tinti, Elisa

From: Caitlin Zinsley <czinsley@gmail.com>
Sent: Monday, July 06, 2020 10:31 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] I support the Police Accountability Legislation

Chief Tinti,

I am a resident of Kingston and I support the Rise Up Kingston Police Accountability Legislation. The time for change is long overdue and this step will make our community stronger and more equitable. It's time to listen.

Additionally, why will live commenting be turned off during the meeting?

Sincerely,
Caitlin Zinsley
Ward 8

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Tinti, Elisa

From: Linda S. Yassky <yasskylinda@gmail.com>
Sent: Monday, July 06, 2020 11:29 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Vote YES police accountability legislation

I am a registered voter in Ulster County. I am writing on behalf of myself and my husband (also a registered voter in the county) Georges Nahitchevansky, urge the common council to VOTE YES in support of the police accountability legislation scheduled for consideration on July 7th.

This legislation is a vital step towards addressing systemic racism in our policing.

Thank you so much.

Linda Yassky and Georges Nahitchevansky

Sent from my iPhone

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Tinti, Elisa

From: Nina M. DePalma <ninamdepalma@gmail.com>
Sent: Monday, July 06, 2020 11:27 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Pass Police Accountability Platform NOW

To the Common Council of Kingston,

As a business owner, home owner and resident of Ulster County, I urge you to vote in support of passing the Police Accountability Platform tomorrow, July 7th. Too many members of our community have suffered continuous pain and trauma at the hands of our policing system, and the violence must end.

Let's not let our city be on the wrong side of history.

Vote YES on the Police Accountability Platform tomorrow, and so that we can engage in an actual democratic discussion, *allow live commenting on the meeting.*

With most urgent concern and thanks for your consideration,

Nina DePalma

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Tinti, Elisa

From: Rhiannon Goodman <rhiannonjgoodman@gmail.com>
Sent: Monday, July 06, 2020 12:09 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hello,

I want to express my full support for the Police Accountability legislation being considered at tomorrow's Common Council Meeting. The legislation is remarkably reasonable considering the Kingston police department's rife history of abuse of our Black neighbors. This legislation MUST be passed.

I also need to ask why Live Commenting appears to not be enabled for the meeting?

Thank you,

Rhiannon Goodman

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Tinti, Elisa

From: matt.wetzler@gmail.com
Sent: Monday, July 06, 2020 11:09 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hi, I live in Ponckhockie on E. Union St. I wanted to register my support for the Police Accountability Legislation.

I also wanted to express a few additional points regarding the officer complaints procedure. I think it is "best practices" and in everyones' best interest if an anonymous complaint form and non-emergency hotline were established KPD and police precincts everywhere. You can go look at the Seattle's Police Department for an example of a more adaptable and effective police complaints process. The link for the anonymous form is below -- they recommend people use an email address, or other contactable means so that an investigator may continue communication. If the police use informants, deputized citizens, etc... to gather information it is important that barriers are not placed at the most critical place for citizens, who experience/witness police violence, who wish to make a complaint.

An anonymous and yet detailed complaints procedure has a lot of social benefits if done right. When citizens are fearful of the institution they're complaining about (i.e. look at the education system -- should teachers who have abused students be allowed to close ranks?) the complaints process shouldn't be as outdated as the City Hall's basic pdf file. There should be multiple access points, it should be as streamlined as possible, and have the same anonymity that police are given when their record of aggressive behavior disappears (after a contract-mandated time). The fear of the police is based on a collective trauma - whether friends/family/neighbors have disappeared into the prison-industrial complex. While "best practices" definitely cannot change this... there is nothing stopping city government and the police from taking action... and then *Continuing to take action. The abuse of power, with qualified immunity... has long-lasting (invisible/visible) effects.

When individuals are trained as cadets to kill, and how to be okay with killing, using outdated scientific evidence from a single amorphous "Force Science Institute"... its a recipe for creating murder robots. *Not Civil Servants. And when this formula is then protected from accountability within police departments themselves via union contracts... That's a recipe for chaos. The Seattle complaints procedure below

;;TL/DR: KPD/City Hall needs to have an anonymous complaints procedure that is easily accessible and clearly outlined. Look at the example in Seattle. It's not perfect -- navigating the website takes some getting used to.. but the non-emergency hotline, the online-based anonymous form, and the highly organized manner in which everything is presented is a start.

<https://www.seattle.gov/opa/complaints/file-a-complaint/anonymous-complaint-form>

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Tinti, Elisa

From: Krystal Haas <khaas418@gmail.com>
Sent: Monday, July 06, 2020 12:44 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability

Hello,

My name is Krystal Haas and I support the Police Accountability Legislation. This would absolutely be a step forward in the right direction, and I hope to see your support on this matter.

Sincerely,

Krystal Haas

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Tinti, Elisa

From: Bethany Pickard <bethanypickard@gmail.com>
Sent: Monday, July 06, 2020 12:54 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Comment of support

Hello Elisa Tinti,

As a Kingston resident, I am writing to support the passing of Police Accountability Legislation.

I would also like to encourage Common Council to reconsider muting the public during this meeting and allow for verbal comments, especially due to the importance of this issue.

Thank you,

Bethany Pickard
38 W Chester
Kingston, NY

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Tinti, Elisa

From: Elena Schaef <eleschaef@gmail.com>
Sent: Monday, July 06, 2020 12:58 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Dear Leadership of the City of Kingston,

My name is Elena Schaef and I am a current resident of Ward 2 in Kingston. I'm reaching out today to urge you to vote yes and pass the Rise Up Kingston Police Accountability Act. This act was written by and for community members and is a crucial step to ensuring the safety and equal treatment of all the residents of Kingston. Everyone deserves to feel safe on our streets and heard in our government, so please do the right thing to represent the interests of all the citizens of Kingston and vote yes to pass this Act. I support the Police Accountability Act; this is the change that Kingston needs. Thank you

Best,

~Elena Schaef

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Tinti, Elisa

From: Sam Cohen <sam.cohen20@yahoo.com>
Sent: Monday, July 06, 2020 1:21 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] In Support of the Police Accountability Legislation

Dear Common Council,

I am writing in support of the proposed Police Accountability Legislation being voted on by the council on July 7th. As a former student of Kingston City Schools, I am very passionate about this issue. I recently wrote a Letter to the Editor for the Daily Freeman that outlines the argument for the proposed legislation. I encourage you, no matter your current viewpoint on the subject of police accountability, to read it. It can be found here: [Letter: Money spent for school resource officers should be redirected](#)

Furthermore, I would like to pose the question as to why Live Commenting will be turned off for this meeting. The people of Kingston have a right to have their voices heard.

Sincerely,

Sam Cohen



**Letter: Money spent for school resource officers
should be redirected**

Dear Editor:

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Tinti, Elisa

From: Caitlin Salemi <caitlinsalemi@gmail.com>
Sent: Tuesday, July 07, 2020 10:09 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] public comment in support of the legislation to establish guidelines & practices re: Police Commission

I'm writing in support of the legislation that will be voted on this evening to establish guidelines and practices relating to the Kingston Police Commission.

As community members, we've been working on this for over two years and it's critical that this legislation gets passed this evening. Many other reforms can and should be considered in the future that will proactively prevent police officers from intentionally or unintentionally inflicting harm on community members, in particular community members of color. And, this legislation is critical for creating an independent body that will not have conflict of interest when cases of police misconduct arise.

I also encourage the Council to invite verbal comments this evening. Can you please let me know if that will be possible?

Thank you.

Caitlin Salemi
18 Len Ct
Kingston, NY 12401
(917) 703-1021
caitlinsalemi@gmail.com

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Tinti, Elisa

From: Jesse Brown <jesse@digiranch.com>
Sent: Tuesday, July 07, 2020 9:20 AM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Police Accountability

Hey Egidio,

Morning and hope this finds you well. I met you at one of the recent rallies in kingston and got to chat for a few minutes. As I expressed then and I'd like to continue to express my support for the need for police accountability. We have the opportunity to be a leader on this and I ask that you lead the way.

Also wondering why there will be no live commenting available?

Thanks for your time and your service.

Jesse

--

Digi Ranch
Jesse Brown
307.690.9457
digiranch.com

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Tinti, Elisa

From: Lisa Royer <mslisaroyer@gmail.com>
Sent: Tuesday, July 07, 2020 9:30 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org; justiceforaleesa@gmail.com;
communityforchangehv@gmail.com
Subject: [EXTERNAL EMAIL] Rise up Kingston's Police Accountability Legislation

On behalf of myself and members of Justice for Aleesa, I am writing in support of the Rise of Kingston Police accountability legislation. We have worked tirelessly as a commUNITY on this legislation and we expect our legislators, (Mine being Rita Worthington) to listen to the people and vote Yes on the legislation!

In addition to this, could you please include live comment on your city hall meetings or at least explain to the commUNITY why you're not adding live comment, when so many other communities are.

Looking forward to hearing EVERYONE vote YES tonight!!

Sincerely,
Lisa Royer
CommUNITY Organizer
Justice for Aleesa
CommUNITY for Change
(845) 891-8049

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Tinti, Elisa

From: Morgan Amelia Miller <mackmamamiller@gmail.com>
Sent: Tuesday, July 07, 2020 9:33 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Dear Elisa Tinti,

I wanted to reach out to let you know as a tax paying citizen of New York State that I support the Police Accountability Legislation. This is a bill that needs to be passed. As a BIPOC, I am specifically targeted and often judged based on my race. The ability for police to continue to remain unchecked is astounding. How many more people have to die? How many more people have to be attacked? How many more people have to be hurt? How many more mistakes of incorrect identities and asking for forgiveness instead of asking for permission and due process do you need to witness to recognize the disparity that Black, Indigenous, and People of Color in the legal system.

Our tax paying dollars go to a system that is meant to protect and serve the people, not to protect and serve law enforcement.

I would also ask why is it that you have turned off live commenting for this meeting? Is there something you are concerned about seeing? I would like to think that in a ostensibly democratic society that you would allow the voices of the people to be heard. It is our right.

I urge you to DO THE RIGHT THING. As a woman, I would like to think that your compassion would be present here to recognize that I am truly afraid to be alone at any time in this climate for fear of what may take place -- assault, rape, murder, these are the things that go through the minds of BIPOCs EVERY SINGLE DAY. The need for a system to protect us needs to happen and it needs to happen now.

AGAIN, do the right thing.

Thank you from a tax paying citizen who lives in fear on a daily basis,
Morgan

--

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Tinti, Elisa

From: Callie Jayne <callie@riseupkingston.org>
Sent: Tuesday, July 07, 2020 9:35 AM
To: Tinti, Elisa; Morell, Jeffrey; Koop, Douglas; Scott-Childress, Reynolds; Worthington, Rita; Tallerman, Donald; Davis, Tony; O'Reilly, Patrick; Schabot, Steven; Hirsch, Michele
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Hello-

When I moved to Kingston 4 years ago, I was unaware of the patterns of police brutality and misconduct that led to trauma in our communities. Person after person came forward to talk about violence, sexual harrassment, rape, coercion, and more. Children who don't feel safe because of police officers who work at the school, and a school district that claims they can't address an issue without the city validating there is an issue.

Most of those people were too scared to file a complaint, because the system has failed them again and again. Rise Up Kingston was formed to tackle this issue, and f members of the community have put hard work into this- developing a platform, writing legislation, and building community support for their needs.

At this moment, you are given an opportunity to be a leader in New York State, and start righting the wrongs from centuries of racist policing policies that have town apart communities.

Vote Yes on the Police Accountability Legislation.

Thank you.

-Callie Jayne
Kingston Resident

--



Callie M. Jayne

they/them

Executive Director

Rise Up Kingston

phone: (203) 803 - 7414

Support The Work!

Join The Mailing List!



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Tinti, Elisa

From: Mariquita Reese <mariquita.reese@gmail.com>
Sent: Tuesday, July 07, 2020 9:42 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Tonight's Vote

Good Morning,

I am a resident of the 2nd ward, and I am in full support of the Police Accountability legislation.

Please don't allow further abuse and injustice from the KPD with zero consequences.

Thank you,
Mariquita Reese
5 Main St, Kingston, NY

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Tinti, Elisa

From: Amanda Cabanillas <cabanillasamanda@gmail.com>
Sent: Tuesday, July 07, 2020 9:56 AM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Good morning Mr. Tinti,

I am writing to express my support for the Police Accountability Legislation that has been carefully prepared by Rise Up Kingston over the past two years. I am looking forward to listening in on the Common Council meeting scheduled for this evening.

Will there be live comment ahead of the vote?

Thank you,
Amanda Cabanillas

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Tinti, Elisa

From: Marilee Herring <marileeherring@gmail.com>
Sent: Tuesday, July 07, 2020 9:56 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Dear Common Council,

I am writing to provide my voice as you prepare to vote on the Police Accountability Legislation. I feel it is imperative to our community of color that this Legislation be passed. It is detrimental to the present and for our childrens' future. I am also writing to ask why Live Commenting will not be turned on for this meeting, as I was looking forward to providing more personal input while listening.

Best,

Marilee A Herring
M.S. Education, Special Education
4 Stone Church Rd.
Rhinebeck, NY 12572
4132129060
marileeherring@gmail.com

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Tinti, Elisa

From: Orr, Emily <emily.orr@sunydutchess.edu>
Sent: Tuesday, July 07, 2020 1:47 AM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability

I am in support of the Police Accountability legislation.

Best,

Emily Orr

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Tinti, Elisa

From: Jenna Misra <ghcstmp3@gmail.com>
Sent: Monday, July 06, 2020 11:30 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

My name is Jenna Misra, and I support the Police Accountability Legislation proposed by Rise Up Kingston and written by the community.

Can I ask why live commenting will not be turned on for this meeting? It seems like an important thing to have on so that those at home can use their voice.

Thank you.

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Tinti, Elisa

From: Nicolas Panken <panken.nicolas@gmail.com>
Sent: Monday, July 06, 2020 9:38 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Rise Up Kingston Police Accountability Legislation

I am writing to voice my support for our Common Council to pass the Police Accountability Legislation as written by Rise Up Kingston in partnership with the NY Civil Liberties Union, so that the Mayor can finally sign it into law.

This is the moment for Kingston to demonstrate courageous leadership and model what it means for a diverse city to recognize our inheritance of prejudice and take meaningful steps toward honoring safety and belonging for ALL of our residents.

I expect the Common Council will rise to the occasion and use this democratic process to make Kingston a safer city for all, by passing this Police Accountability Legislation now.

I will be joining the meeting on Tuesday night, and I would like to know why the live commenting feature will be turned off for this meeting in particular?

Kind Regards,

Nick Panken

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Tinti, Elisa

From: Allie Fair Keel <alliefairkeel@gmail.com>
Sent: Monday, July 06, 2020 6:21 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Public Comment for July 7, 2020 Common Council Meeting

Hello,

I would like to request that the Common Council speak to standing in solidarity with Black Lives Matter and the protests that have erupted since the murder of George Floyd by the police. Specifically, I urge you to consider the recent statewide steps in addressing police accountability and how this new legislation (SaferNYAct) can support us in reimagining the role of police in our community.

To echo previous requests from community members and organizations, I ask you to:

- 1) Address police brutality.
- 2) Discuss redistribution of police funds towards social services and other departments.
- 3) Explore opportunities to utilize emergency clinicians or other specially trained individuals in lieu of police when responding to service calls.

I appreciate your consideration of these requests and your effort to address systemic racism in our community and institutions.

Respectfully,

Allie Fair Keel

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Tinti, Elisa

From: 1 <analogdoghair@gmail.com>
Sent: Monday, July 06, 2020 3:17 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] The Police Accountability Legislation

I am in full support of The Police Accountability legislation, as it is MORE THAN NECESSARY to ensure fair treatment of the residents of this community and to prevent any further possibility of deplorable actions committed by the police department towards the black members of this community. Enough is enough.

In addition, why will live commenting be disabled for the meeting?

Thank you for your time,

Ana

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Tinti, Elisa

From: Rich Schiafo <rich.schiafo@yahoo.com>
Sent: Monday, July 06, 2020 4:24 PM
To: Tinti, Egidio; Tinti, Elisa; Noble, Steve; Noble, Steve
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountabilty Legislation

Dear Mayor and Police Chief

I am writing in support of and to urge you to publicly speak in support of the Police Accountability legislation that is before the City Common Council tomorrow, July 7, 2020.

The time is ripe for such reforms. The City of Kingston should demonstrate leadership and be a model for police reform that includes a Police Commission that represent a wide constituency of groups and individuals. Particularly I want to see social justice organizations and people of color better represented. In short, the City and KPD must listen more closely to those that have suffered the most harm of the implicit and explicit biases of policing.

It is my understanding that the July 7 2020 Common Council will be held virtually, even though such meetings can now be held in person with social distancing and mask rules in place. According to the agenda on the City web site, there is a 30-minute time slot for 'Public-speaking', however it is my understanding that you will not be allowing live commenting at this meeting. Why not? There are many ways that such commenting can be allowed for in virtual meetings. It is in your best interest, the best interest of City residents and in the best interest of sound-policy making to allow for public comments.

Rich Schiafo
294 4th Ave
Kingston

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Tinti, Elisa

From: Kathryn Brignac <kathryn.brignac@gmail.com>
Sent: Monday, July 06, 2020 4:53 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] Support Police Accountability Legislation

Hello,

I am writing to support the Police Accountability Legislation that Rise Up Kingston created with support from the communities most affected by this issue. I hope the Common Council will take this opportunity to pass the police accountability platform to improve public safety now and begin the work of including the larger community in the effort to reduce crime. It is an overdue and necessary step towards ending police brutality in our community and creating a more just city where violence is not tolerated and the public can trust the system to work for them.

Sincerely,

Kathryn Brignac

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Tinti, Elisa

From: Tait Simpson <tait@kingstonstandard.com>
Sent: Monday, July 06, 2020 5:36 PM
To: Tinti, Elisa
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

To whom it may concern,

As a resident and mid-town business owner, I am writing to express, as public comment, my support of the Police Accountability Legislation as drafted in conjunction with Rise Up Kingston currently before the Common Council. It is my understanding that normally the live commenting feature is enabled during Common Council meetings and given the gravity of the issue at hand, I like to know why that feature will not be enabled for this particular council meeting?

With respect,

Tait Simpson
tait@kingstonstandard.com
(845) 853-8152

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Tinti, Elisa

From: O'Reilly, Patrick
Sent: Tuesday, July 07, 2020 11:30 AM
To: Tinti, Elisa
Subject: Re: [EXTERNAL EMAIL] Police Accountability Legislation

Morgan, I will take your comments into consideration. Please contact council president Andrea Shaut about open meetings.

Patrick O'Reilly
Alderman
City Of Kingston New York

Sent from my iPhone

On 7 Jul 2020, at 10:02 AM, Tinti, Elisa <emtinti@kingston-ny.gov> wrote:

Elisa Tinti

City Clerk and Registrar
City of Kingston

(845) 334-3914 Office
(845) 334-3918 Fax

[Kingston City Clerk Webpage](#)
<image003.png>

From: Marilee Herring [mailto:marileeherring@gmail.com]
Sent: Tuesday, July 07, 2020 9:56 AM
To: Tinti, Elisa <emtinti@kingston-ny.gov>
Cc: info@riseupkingston.org
Subject: [EXTERNAL EMAIL] Police Accountability Legislation

Dear Common Council,

I am writing to provide my voice as you prepare to vote on the Police Accountability Legislation. I feel it is imperative to our community of color that this Legislation be passed. It is detrimental to the present and for our childrens' future. I am also writing to ask why Live Commenting will not be turned on for this meeting, as I was looking forward to providing more personal input while listening.

Kingston Common Council Agenda Item Report

Meeting Date: July 7, 2020

Submitted by: Julie Noble

Submitting Department:

Item Type: Proposed Resolution

Agenda Section:

Subject:

Adoption of Open Space Plan

Suggested Action:

Attachments:

[Letter to Council Regarding Adoption of Open Space Plan.pdf](#)

CITY OF KINGSTON
Office of Environmental Education and Sustainability
climatesmart@kingston-ny.gov

Julie L. Noble, Coordinator



Steven T. Noble, Mayor

June 24, 2020

Honorable Andrea Shaut
President/Alderman-at -Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Adoption of Kingston Open Space Plan

Dear President Shaut,

As you know, the City of Kingston Open Space Plan was recently completed and subsequently progressed through the necessary SEQR process. At the June Laws and Rules Committee meeting, the committee unanimously declared a negative declaration of significance to this plan, which will go on to the full Council in July for a vote. The next step for this process which I am requesting, is the adoption of the Open Space Plan as an element of the Comprehensive Plan.

The Kingston Conservation Advisory Council and my office would like to recommend that the City of Kingston Common Council adopt a resolution that supports and formally recognizes and memorializes the goals and intent of the Kingston Open Space Plan as City of Kingston policy, integrating it into the Kingston 2025 Comprehensive Plan. Council adoption and recognition of the Plan will not result in the blanket acceptance or approval of individual recommendations or initiatives covered in the Plan. Advancing many of the recommendations and initiatives will require further administrative and legislative action. Actions taken on specific recommendations and initiatives will depend on City priorities and the human and financial resources available.

We would like to request for this action to be referred to the Laws and Rules Committee, or other committee as you see fit, for review. I will be happy to be present at the July meeting, if appropriate, to present an overview, summaries and findings.

If there are any questions, please contact me for further information. Thank you for your consideration.

Sincerely,

Julie L. Noble

Sustainability Coordinator

Kingston Common Council Agenda Item Report

Meeting Date: July 7, 2020

Submitted by: Elisa Tinti

Submitting Department: Common Council

Item Type: Informational Purposes

Agenda Section:

Subject:

Finance Communications, Laws & Rules Communications, Public Safety Communications

Suggested Action:

Attachments:

[20200707102533.pdf](#)

[20200707102702.pdf](#)

[20200707102835.pdf](#)

CITY OF KINGSTON

Office of the City Clerk & Registrar of Vital Statistics

cityclerk@kingston-ny.gov

Steven T. Noble, Mayor
Elisa Tinti, City Clerk & Registrar



Deidre Sills, Deputy Clerk
Susan Mesches, Deputy Registrar

July 1, 2020

President Shaut
420 Broadway
Kingston, New York 12401

Dear President Shaut,

I would like to respectfully request a transfer of \$731.01 for a new laptop for the Municipal ID program. The laptop we had been using is approximately 12 years old and recently stopped working. The transfer would be from the Registrar's Office Supply line to the Clerk's Data Processing Supply line and has a \$0 Financial impact.

Thank you,
Elisa Tinti

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

City Clerk & Registrar
City of Kingston

Fin

City of Kingston
New York 12402

Office of The Comptroller



CPO Box 1627
City Hall, 420 Broadway

Telephone: (845) 331-0080
Fax: (845) 334-3944

June 30, 2020

Alderman at Large Andrea Shaut
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

RE: NYCLASS and Investment Policy Update

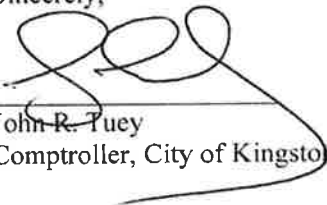
Dear Alderman at Large Shaut,

I respectfully request the City's Finance and Audit Committee's to consider two items at their next regularly scheduled meeting.

First, I would like to request the Common Council to authorize the execution of a municipal cooperation agreement with New York Cooperative Liquid Assets Securities System (NYCLASS). NYCLASS is a cooperative investment program authorized pursuant to Articles 3-A and 5-G of N.Y. General Municipal Law and has relationships with approximately 700 New York Governmental Entities including Towns, Villages, Cities, Counties, School Districts, Special Districts, and others. An executed municipal cooperation agreement will facilitate my office commencing an official investment relationship with NYCLASS. We already participate with one cooperative investment program, NYLAF. Adding an additional cooperative investment program to our approved depositories will allow the City to take advantage of short term interest rate fluctuations between investment options while providing superior liquidity (daily).

Second, I periodically recommend changes to the City's Investment Policy based upon current standards and/or the City's investment needs. The updates to the City's Investment Policy includes adding NYCLASS as an approved depository and clarifying that the policy is intended to govern deposits under the pervue of the City Comptroller. I have submitted this document for your consideration and approval.

Sincerely,



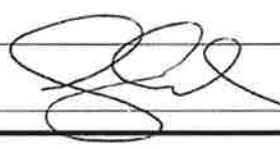
John R. Tuley
Comptroller, City of Kingston

cc: Mayor Steven T. Noble

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION ☒ _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT <u>Comptroller</u>	DATE <u>6/30/20</u>
Description: <u>Authorize the City Comptroller to participate and invest City funds in the</u>	
<u>NYCLASS program under the terms of the NYCLASS Municipal Agreement, last amended and</u>	
<u>restated as of March 28, 2019.</u>	
Estimated Financial Impact <u>N/A.</u>	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: _____

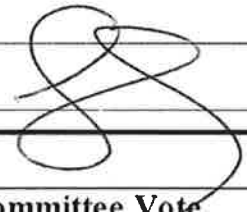
Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Michele Hirsch, Ward 9	☐	☐
Steven Schabot, Ward 8	☐	☐

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION <u>X</u> _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT <u>Comptroller</u>	DATE <u>6/30/20</u>
Description: <u>Approve changes to the City's Investment Policy as per letter to Common</u>	
<u>Council dated 6/30/20</u>	
Estimated Financial Impact <u>N/A.</u>	Signature 

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:
 Type I Action _____
 Type II Action _____
 Unlisted Action _____

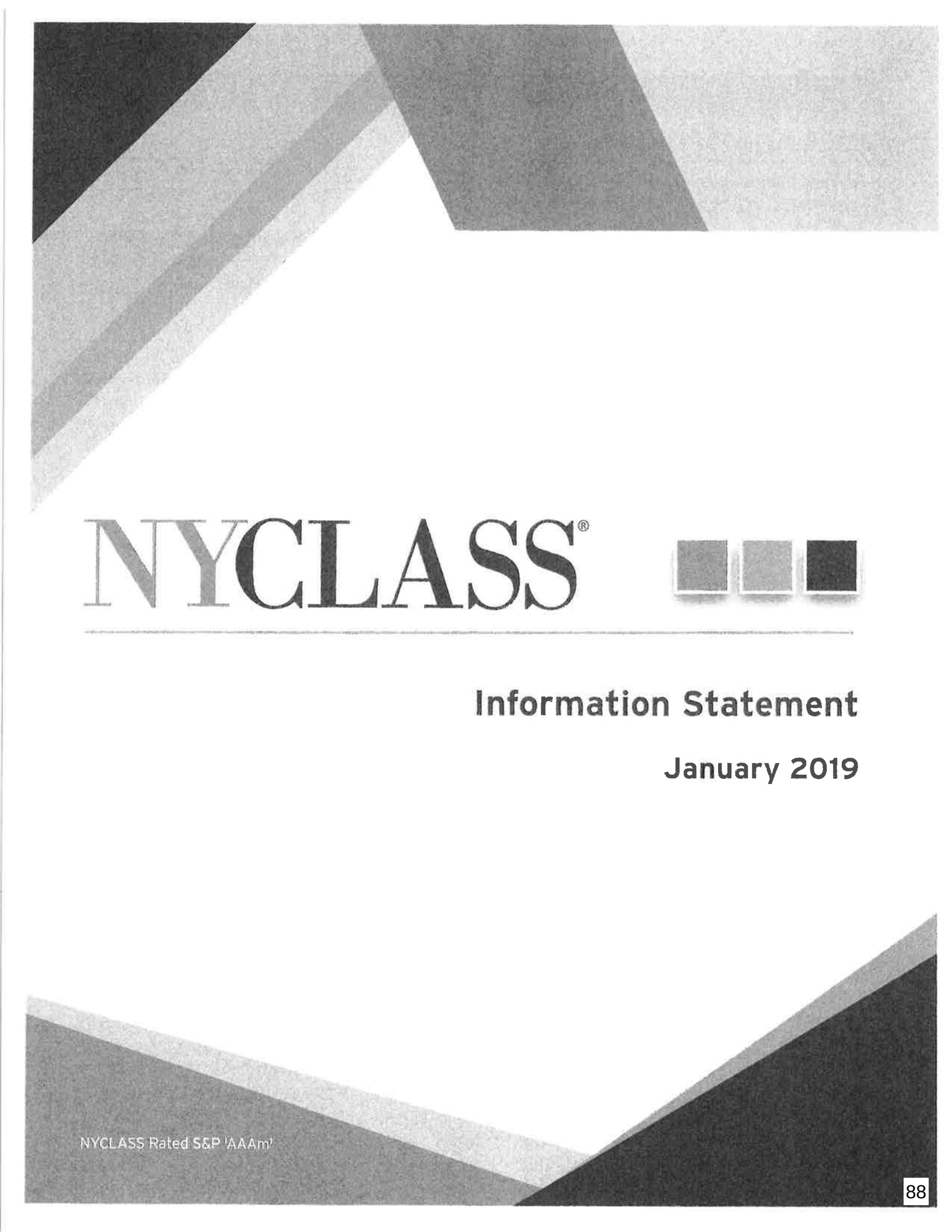
Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

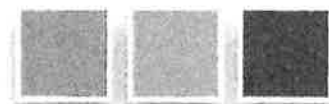
Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Michele Hirsch, Ward 9	☐	☐
Steven Schabot, Ward 8	☐	☐



NYCLASS[®]



Information Statement

January 2019

NYCLASS Rated S&P 'AAAm'

GENERAL INFORMATION

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, highly liquid investment fund designed specifically for the public-sector. It provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully selected to maximize safety and liquidity while generating a competitive yield.

Participation is available to any municipal corporation or special purpose district empowered under New York State Statute including counties not within the City of New York, cities, towns, villages, school districts, fire districts, and boards of cooperative educational services.

NYCLASS is subject to the terms of the October 20, 1999, NYCLASS Municipal Cooperation Agreement (the Agreement), as amended March 28, 2019, and is structured in accordance with New York State General Municipal Law (GML), Article 3-A and Article 5-G, Sections 119-n and o, and Chapter 623 of the Laws of 1998. All NYCLASS investment and custodial policies are in accordance with GML and Sections 10 and 11 (as amended by Chapter 708 of the Laws of 1992). The Agreement is between the Village of Potsdam (Lead Participant) and each district and/or municipal corporation that formed the original NYCLASS fund or that subsequently elects to participate. All parties to the Agreement are collectively referred to as "the Participants."

NYCLASS is rated 'AAAm' by S&P Global Ratings. According to S&P, a fund rated 'AAAm' demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk. 'AAAm' is the highest principal stability fund rating assigned by S&P. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a

number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. These ratings are neither a market rating nor a recommendation to buy, hold, or sell the securities by the rating agencies.

NYCLASS Governing Board

The Agreement is administered by an elected Governing Board (the Board) of up to 15 members. A Board Member must be either a Participant's Chief Fiscal Officer or another designated officer or employee of the Participant who has knowledge and expertise in financial matters.

The powers and responsibilities of the Board include:

- Administering all aspects of the Agreement
- Entering into appropriate contracts to assist in the management of the Agreement
- Monitoring compliance with the investment policy, maturity limitations, and reporting and disclosure requirements established under the Agreement
- Testing the investments made pursuant to the Agreement at least once a month for sensitivity to changes in interest rates
- Disclosing to Participants any rating or change in rating from a nationally recognized statistical rating organization

The Board invests cooperative funds only in securities that are legal for public funds investment in New York. The Board limits these investments to Repurchase Agreements collateralized 102% with U.S. Treasury securities and agency securities backed by the full faith and credit of the U.S. government, U.S. Treasury

bills and notes, Obligations of the state of New York, collateralized bank deposits, and other U.S. government guaranteed obligations.

Professional services engaged by the Board

The Board enlists the services of several professionals to fulfill its administrative responsibilities: a Fund Administrator, an Investment Advisor, an Independent Auditor, Legal Counsel, and a Custodial Bank.

Investment Advisor: Public Trust Advisors, LLC (Public Trust), an SEC-registered investment advisor, provides daily market reports and proposed investment strategies to the Lead Participant's Fiscal Officer who, in turn, directs investment transactions on behalf of all NYCLASS Participants. Public Trust also performs a monthly "stress test" on the NYCLASS portfolio to determine its sensitivity to interest rate volatility and makes the necessary surveillance filings with S&P Global Ratings related in accordance with their 'AAAm' rating guidelines.

Custodian: Wells Fargo Bank, N.A. provides third-party custody services for the NYCLASS portfolio. The Custodian is responsible for the receipt and safekeeping of all cooperatively invested NYCLASS assets that are held in a segregated trust company institutional custody account.

Auditors: CliftonLarsonAllen, LLP conducts an annual independent audit of the NYCLASS fund. Copies of the audit are distributed to all Participants and the New York State Comptroller.

FUND OBJECTIVES

In all its investments, NYCLASS seeks to maximize safety, liquidity, convenience, and competitive rates of return. The portfolio

strategy is to be fully invested each night to maximize yields.

Safety

Besides investing public-sector funds only in securities legally permitted under New York law, NYCLASS offers the additional strength of its 'AAAm' rating by S&P Global Ratings as well as the security of an annual audit by an independent outside audit firm, CliftonLarsonAllen, LLP.

To further ensure safety, portfolio investments are carefully balanced to correspond with Participants' anticipated cash flow needs as well as to minimize the effects of market volatility.

Several security features are also in place to protect against fraud or error. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

Liquidity

Participants may conduct transactions (deposits, withdrawals, or transfers) on any normal business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance requirement or transaction size.

Convenience

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the NYCLASS toll-free phone number,

(855) 804-9980, fax number (855) 804-9981, email (clientservices@newyorkclass.org), or via the MYACCESS online transaction site at www.newyorkclass.org.

Any transaction made with the proper notification to NYCLASS Client Services before 12:00 p.m. ET on a business day will be posted and, if appropriate, begin earning interest on that day; transactions made after 12:00 p.m. ET will be posted the next business day. All transactions are confirmed same-day by email. Participants may also execute transaction notifications in advance to anticipate important draw dates. This "pre-dating" function avoids timing problems and ensures that cash is available to meet specific payroll or other cash needs.

Participants may establish any number of NYCLASS subaccounts to track and parallel their own internal fund accounting structures. Although all investment and payment forms have been designed to be simple and user-friendly, we can also customize account information to meet special needs. Participants may contact the Public Trust Client Service Desk on any business day to get specific account information or for other assistance.

Comprehensive monthly statements provide a detailed account history including daily account activity and transaction numbers. These statements have been designed specifically to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for Participants' investment records.

Rates of Return

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in NYCLASS can take advantage of economies of scale relative to purchasing power and transaction and clearance costs as well as custody arrangements. Overall

portfolio performance is enhanced by the different cash-flow cycles of the various Participants.

For the purpose of calculating the portfolio's net asset value per share, the securities held by the portfolio are valued as follows: (1) securities for which market quotations are readily available are valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities; (2) all other securities and assets are valued at fair market value determined in good faith. The result of this calculation is a share value that is rounded to the nearest penny. Accordingly, the price at which portfolio shares are sold and redeemed will not reflect net realized or unrealized gains or losses on portfolio securities which amount to less than \$.005 per share. The fund will endeavor to minimize the amount of such gains or losses. However, if net realized and unrealized gains or losses should exceed \$.005 per share, a portfolio's net asset value per share will change from \$1.00 or be maintained at \$1.00 per share by retention of earnings or the reduction on a pro rata basis of each Participant's shares in the event of losses or by a pro rata distribution to each Participant in the event of gains.

It is a fundamental policy of NYCLASS to maintain a net asset value of \$1.00 per share, but for the reasons herein stated, there can be no assurance that the net asset value will not vary from \$1.00 per share. The net asset value per share of NYCLASS may be affected by general changes in interest rates resulting in increases or decreases in the value of the securities held by the fund. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates have increased from the time a security was purchased, such security, if sold, might be sold at a price less than its cost. Similarly, if interest rates have declined from the time a security was

purchased, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these fluctuations. Net investment income is declared and distributed daily via a daily dividend factor that is determined by dividing net investment income by joint value. The daily dividend factor is multiplied by the total dollars in each Participant's account to arrive at a dividend that is then added to the Participant's balance. The daily dividend factor is also used to calculate the daily interest rate which is the daily dividend factor multiplied by the number of days in the year. For convenience, the daily interest rate is summarized in Participants' monthly statements.*

All expenses related to operating NYCLASS are encompassed in a single management fee that is deducted from the portfolio earnings prior to the recording of the daily investment results. The Governing Board has entered into an agreement with Public Trust Advisors, LLC. Effective July 1, 2018, Public Trust is paid an annual fee ranging from 0.12% (12 basis points) to 0.15% (15 basis points) based on the current balance of the fund. The fee is accrued on a daily basis and is paid monthly in arrears. The daily fee accrual is calculated based on the current day's shares outstanding multiplied by the applicable fee rate and is divided by 365 or 366 in the event of a leap year. For weekends and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees.

The costs of fund operation covered by the fee include all custodial and securities clearance and transaction charges; portfolio valuation expenses; the cost of the annual independent audit; all expenses of participant and portfolio record-keeping, accounting, and monthly statement preparation; all investment advisory

fees paid to the Investment Advisor; expenses related to legal and other professional fees associated with the normal operation and support of the fund; reasonable expenses incurred in the course of hosting periodic Participant and board meetings or for conducting participant surveys; and mailing, telephone, stationery, fax, and wire charges. Participants receive no other bills, fees, or charges associated with the normal operation of the fund.

JOINING NYCLASS

In order to join NYCLASS, Participants must approve the NYCLASS Agreement by a majority vote of their governing body. Once the Lead Participant has received and, through the Fund Administrator, processed the fully executed Municipal Cooperation Agreement and Authorizing Resolution, the Custodian will be notified and participation can begin. A representative of the Fund Administrator will then inform the new Participant of the fund's contribution, withdrawal and transfer procedures, establish the requisite accounts and bank wiring instructions, obtain authorized signatures, set up security arrangements, and answer any questions. The new Participant will also be informed from time-to-time of the dates and locations of regional Participant meetings where issues relevant to the governance and operations of the NYCLASS fund are discussed.

For additional information about the fund, please visit us at www.newyorkclass.org/relationship-team, or contact us at (855) 804-9980 or clientservices@newyorkclass.org.

Any Participant may withdraw from the Agreement at any time upon written notice to the Lead Participant and the Governing Board. This document is intended to provide general information about NYCLASS, a cooperative investment fund designed for New York public

entities. The specific terms of the fund are fully defined by the terms of both the NYCLASS Municipal Cooperation Agreement and New York State General Municipal Law.

***Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.** Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors, including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. Registration with the SEC does not imply a certain level of skill or training. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

01/19 Managed by Public Trust Advisors, LLC

CONTACT INFORMATION

NYCLASS
2529 Route 52, Suite 202
Hopewell Junction, NY 12533
(855) 804-9980
www.newyorkclass.org



City of Kingston

Investment Policy

I. Scope

This investment policy applies to all moneys and other financial resources available for investment by the *City of Kingston* on its own behalf or on behalf of any other entity or individual. This policy does not apply to funds maintained by the City's Water Department.

II. Objectives

The primary objectives of the *City of Kingston's* investment activities are, in priority order:

- **Legal:** to conform with all applicable federal, state and other legal Requirements;
- **Safety:** to adequately safeguard principal;
- **Liquidity:** to provide sufficient liquidity to meet all operating requirements;
- **Yield:** to obtain a reasonable rate of return.

III. Delegation of Authority

The Common Council's responsibility for administration of the investment program is delegated to the City Comptroller who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the *City of Kingston* to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment, and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. Diversification

It is the policy of the *City of Kingston* to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The Common Council shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

VI. Internal Controls

It is the policy of the *City of Kingston* for all moneys collected by any officer or employee of the government to transfer those funds to the City Comptroller within two days of deposit, or within the time period specified in the law, whichever is shorter.

The City Comptroller is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and are managed in compliance with applicable laws and regulations.

VII. Designation of Depositories

The banks and trust companies authorized for the deposit of moneys, and the maximum amount which may be kept on deposit at any time, are:

<u>Depository Name</u>	<u>Maximum Amount</u>
M&T Bank	\$15,000,000
New York Liquid Asset Fund	\$15,000,000
NYCLASS	\$15,000,000
Bank of Greene County	\$7,500,000
JP Morgan Chase Bank	\$7,500,000
First Niagara Bank	\$7,500,000
TD Bank	\$7,500,000
Catskill Hudson Bank	\$7,500,000

VIII. Securing Deposits and Investments

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the *City of Kingston* that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by any one or combination of the following:

1. A pledge of “eligible securities” with an aggregate “market value” (as provided by General Municipal Law, §10) that is at least equal to the aggregate amount of deposits by the officers. See Appendix A of this policy for a listing of “eligible securities.”
2. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within the State at the bank or trust company.
3. An “eligible surety bond” payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed-upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims- paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
4. An “eligible letter of credit”, payable to the *City of Kingston* as security for the payment of 140 percent of the aggregate amount of deposits and the agreed-upon interest, if any. An “eligible letter of credit” shall be an irrevocable letter of credit issued in favor of the *City of Kingston*, for a term not to exceed 90 days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company’s commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements.
5. An “irrevocable letter of credit” issued in favor of the government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

IX. Collateralization and Safekeeping

Eligible securities used for collateralizing deposits shall be held by a third party or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon a default. It shall also provide the conditions under which the securities (or pro rata portion of a pool of eligible securities) may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities.

In the event that the securities are not registered or inscribed in the name of the **City of Kingston**, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the **City of Kingston** or the custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the government in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that pledged securities (or the pro rata portion of a pool of eligible securities) will be held by the bank or trust company as agent of, and custodian for, the **City of Kingston**, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substitution or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the **City of Kingston** with a perfected security interest in the eligible securities and to otherwise secure the local government's interest in the collateral, and may contain other provisions that the Common Council deems necessary.

X. Permitted Investments

As authorized by General Municipal Law, §11, the **City of Kingston** authorizes the City Comptroller to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York.
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America.
- Obligations of the State of New York;
- With the approval of the State Comptroller, obligations issued pursuant to Local Finance Law §24.00 or 25.00 (i.e., Tax Anticipation Notes and Revenue Anticipation Notes) by any municipality, school district or district corporation in the State of New York other than the **City of Kingston**.
- Obligations of the **City of Kingston**, but only with moneys in a reserve fund established pursuant to General Municipal Law, §6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.
- Repurchase Agreements in accordance with the investment guidelines as defined in Exhibit A of the New York Liquid Asset Fund Municipal Cooperation Agreement.

All investment obligations shall be payable or redeemable at the option of the *City of Kingston* within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the *City of Kingston* within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the *City of Kingston* authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the *City of Kingston* within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law §11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

XI. Authorized Financial Institutions and Dealers

All financial institutions and dealers with which the *City of Kingston* conducts business shall be credit worthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer capable and qualified to transact business with the *City of Kingston*. The City Comptroller shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

The *City of Kingston* shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments, which can be made with each financial institution or dealer.

XII. Purchase of Investments

The City Comptroller is authorized to contract for the purchase of investments:

1. Directly from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law and accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the ***City of Kingston*** by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law, §10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the ***City of Kingston***, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local government's interest in the securities, and the agreement may also contain other provisions that the Common Council deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the ***City of Kingston*** with a perfected interest in the securities.

The City Comptroller can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law §10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. Courier Service

The City Comptroller may, subject to the approval of the Common Council by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the ***City of Kingston*** and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier service.

The ***City of Kingston*** may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the ***City of Kingston*** in transporting items for deposit through a courier service. Any such reimbursement

agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions, and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions, or limitations that may be required by the banking department or other federal or state authority.

XIV. Annual Review and Amendments

The *City of Kingston* shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XV. Definitions

The terms “public funds”, “public deposits”, “bank”, “trust company”, “eligible securities”, “eligible surety bond”, and “eligible letter of credit” shall have the same meanings as set forth in General Municipal Law §10.

Appendix A
Schedule of Eligible Securities for Collateralizing Deposits and Investments in
Excess of FDIC Coverage

<u>“Eligible Securities” for Collateral</u>	
(i)	Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government-sponsored corporation.
(ii)	Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.
(iii)	Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of this State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
(iv)	Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
(v)	Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
(vi)	Obligations of the Commonwealth of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
(vii)	Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
(viii)	Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
(ix)	Any mortgage-related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.
(x)	Commercial paper and bankers’ acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date they are pledged.
(xi)	Zero-coupon obligations of the United States government marketed as “Treasury STRIPS.”

(xii) An eligible surety bond, as defined in Section 10 of the GML, payable to the extent of 100% of the Permitted Investment.
(xiii) An eligible letter of credit, as defined in Section 10 of the GML, payable to the extent of 140% of the Permitted Investment.
(xiv) An irrevocable letter of credit issues by a Federal Home Loan Bank (FHLB) whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent (100%) of the aggregate amount and the agreed upon interest, if any.

For the purpose of determining Market Values of the eligible securities set forth in this Appendix A (a) obligations described in clauses (i), (ii), (iii), (iv) and (xiv) shall be valued at 100% of their Market Value, (b) obligations described in clauses (v), (vi) and (vii) if rated in the highest category shall be valued at 100% of their market value, if rated in the second highest category shall be valued at 90% of their Market Value, and if rated in the third highest category shall be valued at 80% of their Market Value; (c) obligations described in clauses (viii), (x) and (xi) shall be valued at 80% of their Market Value; and (d) obligations described in clause (ix) shall be valued at 70% of their Market Value.

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the _____ (Entity Name) wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 28, 2019;

WHEREAS, the _____ (Entity Name) wishes to assure the safety and liquidity needs of their funds;

Now, therefore, it is hereby resolved as follows:

That _____ (Key Contact*), _____ (Title)

of _____ (Entity Name) is hereby authorized to participate in the NYCLASS program under the terms of the NYCLASS Municipal Agreement Amended and Restated as of March 28, 2019.

Key Contact Signature

Title

Printed Name

Date

*The key contact on an account is the main point of contact for an entity. They receive voting credentials for Governing Board elections and all other important communications.

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Fin

Steven T. Noble
Mayor



June 30, 2020

Honorable Andrea Shaut
President
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Project Agreement 007402

Dear President Shaut,

I am requesting authorization to execute NYS DOT Mass Transportation Capital Project Agreement #K007402 and all applicable schedules. This agreement will allow the City of Kingston to receive its final \$83,125 reimbursement for the New York State share of Citibus expenditures incurred prior to the discontinuance of transit services.

Along with this letter, you will find the contract for Project Agreement #K007402 and the City of Kingston Resolution No. 201, which authorizes the implementation and funding of the aforementioned Project Agreement.

Please feel free to contact me with any questions regarding this authorization. Thank you for your consideration.

Sincerely,

Steven T. Noble
Mayor

Cc:

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION ☒ _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT <u>Mayor</u>	DATE <u>6/10/2020</u>
Description: <u>Authorize Mayor to execute NYS DOT Mass Transportation Capital Project Agreement #K007402 and all applicable schedules. This agreement will allow the City to receive its final \$83,125 reimbursement for the New York State share of Citibus expenditures incurred prior to the discontinuance of transit services.</u>	
Estimated Financial Impact <u>+\$83,125</u> 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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Michele Hirsch, Ward 9	☐	☐
Steven Schabot, Ward 8	☐	☐

Urban Contract Check List

Required of all Sponsors and Sub-Recipients	
Four (4) Contracts, each with Original Signatures and Notarized	
Four (4) Resolutions, each with Original Signatures, Official Seals and Notarized	
Verify notification information on Page 5 If incorrect, notify NYSDOT so that we may update and resend a corrected contract.	

Helpful Links	
The Form A Reimbursement Request can be found at the following link: https://www.dot.ny.gov/divisions/policy-and-strategy/public-transportation/funding-sources/modernization-enhancement	

MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. **K007402**

Contract Period: **4/1/2018 – 3/31/2023**

This Agreement is made by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State"),
and the
City of Kingston (the Grantee) with its offices at
420 Broadway, Kingston, New York 12401

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of mass transportation capital project(s) to support public transportation systems, as more fully described by Schedule A annexed to this agreement, or one or more duly executed and approved Supplemental Schedules A to this agreement. The amount of NYSDOT's grant pursuant to this agreement shall be limited to reimbursement of Project Eligible Costs actually incurred, in no event to exceed **\$1,374,804** (the "Grant")

WITNESSETH:

WHEREAS, pursuant to State Finance Law §89-c, that establishes the Dedicated Mass Transportation Trust Fund ("DMTTF"), following appropriation by the legislature moneys therein shall be utilized for the design, construction, reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or reappropriation from the DMTTF the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by Grantees, regional public transportation authorities, and mass transit systems;

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Grantee are desirous of progressing the Project(s) under the Dedicated Mass Transportation Trust Fund program of projects;

WHEREAS, the Grantee by duly adopted Resolution approved the Project(s), the Grantee's entry into this Agreement and authorized the appropriate official of the Grantee to execute this Agreement and the applicable Schedule A on behalf of the Grantee (a copy of such Resolution is attached hereto and made a part of this Agreement);

Check if State-administered Federal Aid (§5311) is applicable ☐.

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable ☐.

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of at least 10 years, and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Mass Transportation Capital Project Agreement";
- Schedule A – Project(s) Description, Funding and Development Schedule;
- Exhibit A - Work Requirements
- Exhibit B – Grantee Record Keeping Guidelines
- Exhibit C (if applicable) - FTA Circular C 4220.1F – Third Party Contracting (included by reference)
- Appendix A - Standard Clauses for All New York State Contracts
- Appendix A-1 Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B - U.S. Government (FTA) Required Clauses
- Grantee Resolution (if applicable) - duly adopted grantee resolution(s) authorizing the appropriate official of the Grantee to execute this Agreement on behalf of the Grantee and appropriating or otherwise providing the funding required therefor.
- If State-Administered Federal Aid (§5311) is applicable, as designated on page 1, then the Federal §5311 Capital Project Application, approved by NYSDOT, and respective Federal Eligibility Requirements, are incorporated by reference.
- If "Rebuild and Renew New York Transportation Bond Act of 2005" is applicable, as designated on page 1, then the final approved Bond Application and State Requirements are incorporated by reference.

2. *Work, Maintenance and Operation:* Grantee shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, and shall fund all costs attendant such completion. Grantee shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto. Upon Project completion, Grantee will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project according to federal guidelines, Grantee shall not discontinue operation, or dispose of the Project without the prior written approval of NYSDOT.

3. *State-Aid.* NYSDOT will reimburse the State-Aid portion described in Schedule A in the manner described below.

3.1.1 *State Aid-Eligible Costs.* State Aid-Eligible

Project costs include costs of design, engineering, acquisition, demolition, construction, repair, reconstruction, renovation, equipment and other directly related Project costs identified for such State aid in Schedule A hereof.

3.1.2 *Participating Items.* NYSDOT shall apply state funds only for that work and those items that are eligible for State participation under the State Finance Law §89-c. Included among the participating items are the actual cost of Grantee employee personal services, leave and fringe benefit additives directly related to performing the project. Other participating costs include fees to consultants and professionals retained by the Grantee for planning, designing, managing, and performing the Project.

3.1.3 *Periodic Reimbursement.* Except where the Grantee proceeds or has proceeded without an agreement with NYSDOT, if the Grantee finds it desirable to have reimbursement made periodically, upon the request and certification therefor by the Grantee, NYSDOT may make progress payments based on billings prepared and submitted by the Grantee in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FTA. The Grantee must certify as part of each grantee payment request that the payment requested does not duplicate reimbursement of costs and services received from other sources or previous payment requests. These payments shall be made as moneys become available therefor.

3.2 *State Administered Federal Aid Eligible Project Costs.* Where the State administers Federal aid to the Grantee as set forth in Schedule A, or one or more supplemental Schedules A, consistent with the provisions of FTA Circular 9040.1G and State policy governing the administration of the FTA Section 5311 Program, eligible reimbursable Federal share of eligible facilities and equipment shall not exceed 80% of the net project cost, except for bicycle facilities projects and facility construction or rehabilitation required to comply with the Americans with Disability Act of 1990 or the Clean Air Act, which may have up to a 90 percent Federal share. For work performed by or through the Grantee, NYSDOT will reimburse federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

3.3 *Debt Service.* Federal aid or State aid funds shall **not** be used to pay for interest, issuance costs or reserves in connection with the issuance of debt to fund the Project, but may repay principal indebtedness incurred to fund Eligible Project costs, which debt shall then be retired, redeemed or deceased in the amount of such repayment(s) by the issuer thereof.

3.4 In no event shall this Agreement create any obligation to the Grantee for funding or reimbursement of any amount in excess of the amount stated in Schedule A or duly executed Supplemental Schedules A for the State Share and any applicable Federal aid funded under this Agreement (Schedule A may show State, local or other funds required for the project that are not funded under this Agreement, and are otherwise the responsibility of the Grantee to provide to the Project).

3.5 All items included by the Grantee in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See **EXHIBIT B**) and the FTA. Such items shall be subject to audit by the State and the FTA.

3.6 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect, such payment the reimbursement to the Grantee provided for in 3 may be reduced by NYSDOT by the amounts thereof.

4. *Supplemental Agreement or Supplemental Schedules.* Supplemental Agreements or Supplemental Schedules under a NYSDOT Supplemental Cover Agreement may be entered by the parties, and must be approved in the manner required for a State contract.

5. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Grantee any moneys paid to the Grantee pursuant to this Agreement which are subsequently determined to be ineligible for State Aid or applicable Federal Aid hereunder.

6. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Grantee has failed to diligently progress the project, or in the event the Grantee withdraws its approval of the project, or the Grantee suspends or delays work on the Project such that it can not be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Grantee, for the costs incurred pursuant to this agreement, the Grantee shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Grantee by such amount and apply such offset to such repayment obligation of the Grantee.

7. *Grantee Liability.*

7.1 If the Grantee performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Grantee, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Grantee specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 The Grantee shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Grantee by its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Grantee's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8. *Project Maintenance and Operation: No Charter or Exclusive School Bus Use.* Upon Project completion the **Grantee** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient public transportation, and such operation and maintenance shall not be terminated without prior written authorization from **NYSDOT**. Project equipment shall not be used in charter bus service in competition with private bus operators or for exclusive school bus use, except as provided by **NYSDOT** and/or FTA rules and regulations.

8.1 *Disposition or Encumbrance of Project.* Grantee will not dispose of or encumber the Project or cause the Project to be withdrawn from mass transportation service during its useful life, as defined in Schedule A, without the prior approval of NYSDOT, which approval is reserved for the purposes of assuring compliance with: NYSDOT or Grantee assurances or certifications to the FTA in connection with any FTA funding of the Project(s) made hereunder; and/or Project restrictions that may apply should the State funding of this agreement be made from the proceeds of debt obligations. For any State administered Project with FTA funding, any such NYSDOT approved disposition shall be consistent with Federal Law and FTA rules, regulations, circulars and guidance relating to disposition or encumbrance of Federally-funded projects. For any agreement, or portion of any agreement, funded with DMTTF appropriations which are based solely on matching Federal transportation funding, NYSDOT will approve such disposition or encumbrance consistent with the actions taken by the FTA and/or Federal Highway Administration. For any project funded solely with DMTTF funds, NYSDOT actions regarding disposition or encumbrance shall be consistent with State laws, regulations and procedures.

9. *Independent Contractor.* The officers and employees of the Grantee, in accordance with the status of the Grantee as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof.

11. *Assignment or Other Disposition of Agreement.* The Grantee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

12. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect for the contract period as first written above so long as the State aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Grantee assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

14. *Ethics Considerations.* In addition to Grantee's conforming with the any applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the grant made hereunder, no member of Grantee's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Grantee shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

15. *NYSDOT Performance Review.* The Commissioner

may review the Grantee's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Grantee. Grantee shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Grantee's performance of the Project, its use and operation.

16. *Notice of Governmental Audit.* Grantee shall notify NYSDOT of any audit by any governmental agency of any projects, operations or reports of Grantee within five (5) days of receiving information relating thereto.

17. *Inspection and Audit.* Grantee shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Grantee pertaining to the Project under this Agreement. Grantee shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.

18. *SEQRA.* Grantee shall comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). Grantee, if a unit of government, shall be the "lead agency" for SEQRA purposes. If Grantee is not a unit of government, a governmental unit with jurisdiction shall be the "lead agency" or, on the application of Grantee and agreement to pay the costs thereof, NYSDOT may elect to be "lead agency".

19. *Required Clauses.* Attached hereto and made a part of this agreement, as if set forth fully herein as Appendix A, Standard Clauses For All New York State Contracts and Appendix B, U.S. Government Required Clauses. For State administered Federal aid projects funded through this Agreement, the Grantee will fulfill and comply with the requirements of the Final Approved Federal §5311 Capital Project Application, inclusive of provisions required in connection with Federal aid.

20. NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Kent T. Sopris

Title: Director of Public Transportation

Address: POD 5-4, 50 Wolf Rd, Albany NY 12232

Telephone Number: 518-457-8335

Facsimile Number: 518-485-7563

E-Mail Address: Kent.Sopris@dot.ny.gov

City of Kingston

Name: Honorable Steve Noble

Title: Mayor

Agency: Kingston City Hall

Address: 420 Broadway, Kingston, New York 12401

Telephone Number: (845) 334-3902

Facsimile Number: (845) 334-3904

E-Mail Address: mayor@kingston-ny.gov

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

21. CONTRACT PAYMENTS

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the date first above written.

GRANTEE:	NYSDOT:
By: _____	By: _____
Title: _____	For Commissioner of Transportation
Print Name: _____	Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
Date:	Date:

APPROVED AS TO FORM: State of New York Attorney General By: _____ Date: _____	APPROVED: Comptroller By: _____ Date: _____ Pursuant to State Finance Law §112.
---	--

CONTRACT No: K007402

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

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**PROJECT AGREEMENT
SCHEDULE A Dated**

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

City of Kingston Citibus

Comptroller's Contract #: K007402 Contract period: 4/1/2018 to 3/31/2023

AGREEMENT PURPOSE: ☒ Main Agreement ☐ Supplemental Schedule ☐ Administrative Correction

GENERAL PROJECT DESCRIPTION

SFY1819 Urban Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

City of Kingston, Ulster County

PIN	Project	Award ID:	DOT Rev	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8TRU.68.001	Preventive Maintenance	NY-2020-001-00	0 - 0	\$128,750	\$103,000	Direct	80	\$12,875	10	\$12,875	10	Omnibus	06/2019	N/A
8TRU.68.001	Preventive Maintenance	NY-2018-064-00	0 - 0	\$193,750	\$155,000	Direct	80	\$19,375	10	\$19,375	10	Omnibus	06/2019	N/A
8TRU.69.001	Project Administration	NY-2020-001-00	0 - 0	\$208,750	\$167,000	Direct	80	\$20,875	10	\$20,875	10	Omnibus	06/2019	N/A
8TRU.69.001	Project Administration	NY-2018-064-00	0 - 0	\$300,000	\$240,000	Direct	80	\$30,000	10	\$30,000	10	Omnibus	06/2019	N/A
Agreement Total:				\$831,250	\$665,000			\$83,125		\$83,125				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement

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EXHIBIT A

Work Requirements for Mass Transportation Capital Project Agreement

The work of the project shall be performed in accordance with the following requirements:

1. Plans, Specifications and Estimates, Contracts, and Construction
 - a. The Grantee shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA") and State Environmental Quality Review Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
 - b. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law.
 - c. The Grantee shall design and construct the Project, or cause it to be designed and constructed, in accordance with Federal and State design standards and conditions under the supervision of a professional engineer, or architect or other professional.
 - d. All construction work shall be performed with construction materials and construction methods in accordance with contract specifications contained in bid package, contract award package, and any and all approved contract modifications. Construction supervision work shall be performed by the Grantee or by contract.
 - e. The record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Grantee shall be in accordance with the Project specifications whether or not such procedures are required for the receipt of Federal-Aid.
 - f. Any contract plans and specifications shall be stamped with the seal of a professional engineer licensed in this State and shall be signed by such professional engineer, or shall be signed by such other professional licensed in this State. The plans and specifications shall be filed with NYSDOT. The plans, specifications and estimate package for the project shall be submitted to NYSDOT for review, comment and notice to the Grantee to proceed to letting construction of the project.
 - g. The Grantee shall submit plans, specifications, designs, estimates, contract modifications, contract award documents, and other project related documents and information in a manner consistent with the NYSDOT *Design and Construction Oversight Process* for mass transportation capital construction projects.
 - h. The contract between the Grantee and its contractor(s) must comply in every way with applicable Federal laws, rules, regulations and, whether or not otherwise required for federal aid for the Project, the Federal-Aid Policy Guide (FPG) NYSDOT shall not be a party to any such third party contract.
2. Procurement: Whether or not otherwise required for federal aid for the Project, the Grantee must adhere to the requirements of Federal Transit Administration Circular FTA C 4220.1D as reproduced below, or as revised, for the solicitation, award and administration of its' third party contracts.
3. Contract Letting and Award: As required by law construction contract lettings, construction contract awards, and any and all third party contract awards funded as part of this Project shall be based on a competitive process, and shall require prior approval of NYSDOT in the following manner:
 - a. Prior to advertising for bids, one copy each of the proposed construction contract, plans, specifications and all related bidding documents shall be submitted upon request to NYSDOT for its approval prior to such advertisement. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Grantee subject to the approval of NYSDOT.
 - b. Advertisement must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.
 - c. After the bid opening and before award, the following contract award package shall be maintained, and shall be submitted to NYSDOT for their approval upon request:
 - (1) Proof of publication of advertising for bids.
 - (2) Certification of all bids received with tabulation of up to six lowest.
 - (3) Copy of the proposal signed by the bidder selected for award of the contract.
 - (4) If the award is not to be made to the lowest bidder, a statement of explanation.

EXHIBIT A
Work Requirements for Mass Transportation Capital Project Agreement

- (5) Bid amount broken down by fiscal shares.
- (6) Competitive bidding statement.
- (7) Recommendations for award.
- (8) Analysis of low bid, including identification of unbalanced bids.
- (9) Certification of quantities of items bid 25% or greater over the engineer's estimate.
- (10) Non-collusive Bidding Certification.
- (11) Bidder Debarment History Certification.
- (12) For contracts over \$500,000 or as otherwise required:
- (13) Schedule of proposed DBE participation; and
- (14) NYS Uniform Contracting Questionnaire (CCA-1).

The Grantee shall award the contract and file an executed copy thereof with NYSDOT.

- 4. **Contract Modification:** The Grantee shall provide, in a manner determined by NYSDOT, any and all contract modification documentation and requests for NYSDOT review and approval. NYSDOT approval of any contract modification is required for the Grantee to receive State funding, and/or State-administered Federal Aid as applicable, for any cost increase contained in such contract modification.

EXHIBIT B

Grantee Record Keeping Guidelines

The work of the project shall be performed in accordance with the following requirements:

1. *Progress Billings.* After approval of the Agreement, the Grantee may submit progress billings to NYSDOT for the State funding, and any applicable State-administered Federal share of approved costs shall be supported as follows:
 - a) Contracts/Consultant Agreements - Separate invoices or billings are required for each contract, each consultant agreement, and for work performed by Grantee employees. Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.
 - b) Work by Grantee Employees - Billings for Grantee employees will be on NYSDOT's Form A, as it may be amended, or other form or manner as acceptable to NYSDOT, and shall be supported by an Engineer's Payroll Abstract for the period(s) covered by the billings, copies of payroll time sheets for the applicable billing period and copies of paid invoices or supporting documents for all non-personal service cost items in excess of \$250. Only those direct Project costs as defined in applicable regulations can be included in billings. The supporting documents for personal service and non-personal service costs are to include payroll time sheets, engineer=s payroll abstract leave and fringe benefit additives, and documented non-personal service costs.
 - c) NYSDOT will reimburse Grantee personal service, fringe benefits, non-personal service and related costs which are clearly identifiable to a specific project.
2. *Project Detail Ledgers.* For audit purposes, a Project Detail Ledger is required as the official accounting record of the Grantee to record and accumulate all cost transactions applicable to the Project. All costs recorded on the Project Detail Ledger should be for 100% of such costs without reduction for the non-Federal share, State funding, and for any applicable Federal share.

Every transaction listed on the Project Detail Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source document amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, social security numbers (for time sheets and employee reimbursements), vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction, i.e. - pay period dates for time sheets, or voucher approval or date paid for payments to the consultant, employee reimbursements, etc.

The ledgers for the Project will include totals for all transactions recorded during: (1) each accounting month, (2) the fiscal year of the Grantee, and (3) for the Project life to date.
3. *Source Documents.* The Grantee will retain an official copy of consultant estimates, payroll time sheets, employee travel claims and all other original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Grantee's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Grantee's central finance office.
4. *Audit/Disallowances.* Project costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller, Federal Transit Administration, and/or the U.S. Department of Transportation, Officer of the Inspector General. Amounts paid to the Grantee by NYSDOT that are subsequently disallowed by the Federal Government are subject to recovery by NYSDOT from the Grantee, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other Project

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

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contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

October 2019

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

U.S. GOVERNMENT (FTA) REQUIRED CLAUSES

For any conditions imposed upon a “contractor” or “subcontractor”, it shall be the recipient’s responsibility to notify and impose applicable requirements upon any such contractor or subcontractor. Notwithstanding the foregoing, other requirements applicable to the recipient or subrecipient may also apply to a contractor or subcontractor, or any other third party, for which the recipient or subrecipient shall also be responsible for imposing any such condition.

Any use of “recipient” or “subrecipient” shall mean the grant recipient of the associated agreement to which this appendix is incorporated and applies. Such terms are interchangeable and may be used contemporaneously. A recipient or subrecipient shall impose any requirements of this appendix, or associated agreement, to any sub-awardee.

Any use of “Sub-agreement” or “Sub-grant” shall mean an agreement through which the Recipient awards federal assistance to a Sub-grantee(s) to support or stimulate any of the Recipient’s or Sub-grantee(s) Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third-party subcontract, or lease.

Any use of “Sub-awardee” shall mean any entity or person that receives federal assistance from the FTA through an associated agreement, but is not a direct recipient of fund from, or a direct party to this agreement with, the State. Sub-awardee shall not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.

Any use of “Third Party”, “Third-Party Participant”, or variations thereof, shall mean a grant recipient, sub-awardee – and contractor(s), subcontractor(s), or suppliers, thereof – whose work under the associated agreement is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for as a non-federal share. Such terms are interchangeable and may be used contemporaneously.

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America Requirements – Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference. If a Recipient or any Third-Party Participant that has operated a chart bus in violation of federal laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

School Bus Requirements – School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third-Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third-Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third-Party Participant from receiving Federal transit funds.

Cargo Preference - Use of US-Flag Vessels – Applicability – Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Recipient shall:

- a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels;
- b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.)
- c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.

Seismic Safety – Applicability – Construction of new buildings or additions to existing buildings. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

Energy Conservation – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over \$250,000.

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Safe Operation of Motor Vehicles- Applicability – All

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 *Fed. Reg.* 19217), by:
Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
 - (1) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (2) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (3) Extension of Provision. The Recipient is encouraged to include the immediately preceding Provision of section (1) – (2) in each third party sub-agreement (if applicable) at each tier supported with federal assistance.

Bus Testing – Applicability – Rolling Stock/Turnkey

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall **provide a copy of the final test report** to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient

of such a vehicle and the details of that vehicle's configuration and major components.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey
Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

Trafficking in Persons

- (1) **Legal Authorities**. The Recipient and subrecipient agrees to comply with federal requirements and guidance, including:
 - (a) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and
 - (b) The terms of this section, which have been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

- (2) Definitions. The Recipient agrees that ***for purposes of this section:***
- (a) Employee means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient's Underlying Agreement.
 - (b) Forced labor means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (c) Private entity means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b).
 - (d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (g) Recipient or Direct Recipient means a non-federal entity that receives an award directly from the State of New York to carry out an activity under a federal program. The term "Recipient" does not include a Subrecipient.
 - (h) Subrecipient or Sub-grantee means any entity or person that receives federal assistance provided by the State instead of from the State directly, but does not include a Third-Party Contractor, Third Party Subcontractor, or Lessee.
 - (i) Sub-agreement or Sub-grant means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third-party contract, third party subcontract, or lease.
 - (j) "This Section" any references to "this section" shall mean and refer to the section titled, "**Trafficking in Persons**".
- (3) Provisions Applicable to All Recipients. The Recipient agrees to and assures that it, and any Subrecipients, will:
- (a) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in this section, and
 - (b) Sub-agreement Provision. Certify and include the following provision in any sub-agreement it enters with a private entity as defined above in section (2)(c) of this section:

Recipient, or sub recipient, agrees that it and its employees that participate in the Recipient's Award, may not:

- 1. Engage in severe forms of trafficking in persons during the period that the Recipient's Award is in effect,*
- 2. Procure a commercial sex act during the period that the Recipient's Award is in effect, or*
- 3. Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.*

(4) Provisions Applicable to a Private Entity Recipient. If the Recipient is a private entity, it agrees that:

(a) Prohibitions. It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:

- 1 Engage in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect,
- 2 Procure a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect, or
- 3 Use forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements.

(b) Termination of Federal Assistance. Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provide FTA and the State of New York, through receipt of federal funds, the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government or the State of New York, if FTA or the State of New York determines that the private entity Recipient or its Subrecipient:

- 1 Has violated a prohibition described above in section (4)(a) of this Section, or
- 2 Has an employee whose conduct is determined to have violated a prohibition described above in section (4)(a) of this Section because that employee's conduct is either:
 - a Associated with the performance of the Recipient's Underlying Agreement, or
 - b Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, or
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

(5) Provisions Applicable to a Recipient That is Not a Private Entity. A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, provides FTA, and consequently the State, the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government or the State of New York, for a violation of that Act if FTA, or the

State of New York, determines that:

- (a) A private entity that is the Recipient or Subrecipient is determined to have engaged in severe forms of trafficking in persons during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect; procured a commercial sex act during the period that the Recipient's or Subrecipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements thereunder; or
 - (b) An employee of a private entity that is the Recipient or Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's or Subrecipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's or Subrecipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's or Subrecipient's Underlying Agreement or sub-agreements thereunder, and whose conduct described above is associated with the performance of the Recipient's or Subrecipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200.
- (6) Remedies Other Than Termination of Federal Assistance. The Recipient or Subrecipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections (4)(b) and (5) are in addition to all other remedies for noncompliance available to the State and Federal Government under the associated grant agreement.

Access to Records and Reports– Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a sub-grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an recipient, subrecipient, or a sub-grantee of an FTA recipient, and in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)(1)) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, as provided by 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract, to the extent that such are publicly available. Contractor's failure to comply shall constitute a material breach of the contract.

Bonding Requirements – Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
- (1) 50% of the contract price if the contract price is not more than \$1 million;
 - (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (3) \$2.5 million if the contract price is more than \$5 million.
- d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Bid Bond Requirements (Construction)

- (a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- (b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.
Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided below], furnish separate Maintenance (or

Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Clean Air – Applicability – All contracts over \$250,000.

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

Recycled Products – Applicability – All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts – Applicability -Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Responsibilities

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iv) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (vi) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v)(B) or (1)(v)(C) of this section, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii)(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and

journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may, by appropriate instructions, require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

Contract Work Hours & Safety Standards Act – Applicability – Contracts over \$250,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall

be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Awards Involving Commerce. The Recipient agrees to comply, and assures that each Third-Party Participants will comply, with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.* to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, or as the Federal Government otherwise determines applicable.

No Government Obligation to Third Parties - Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq.* and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of

the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effectuated by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** If the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. **Termination for Convenience (Professional or Transit Service Contracts)** the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. **Termination for Default (Supplies and Service)** If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. **Termination for Default (Transportation Services)** If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. **Termination for Default (Construction)** If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or

any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If

termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over \$25,000

The Recipient/subrecipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third-Party Participant that is debarred or suspended except as authorized by:

- (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
- (ii) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and
- (iii) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third-Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (i) Will comply with Federal debarment and suspension requirements, and
- (ii) Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and
- (iii) If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or

- implements the Project,
- (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or
- (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. **Nondiscrimination in Federal Public Transportation Programs.** The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- (1) FTA's "Nondiscrimination" statute prohibiting discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and
- (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including

discrimination in employment or business opportunity,

(3) Except as FTA determines otherwise in writing:

(a) General. Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

(ii) Other applicable Federal guidance that may be issued, but

(b) for the exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program;

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will:

(1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin,

(2) Comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,

(b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and

(3) Except as FTA determines otherwise in writing, follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance.

(b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and

(c) Other applicable Federal guidance that may be issued;

c. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and

(d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing.

(2) General. The Recipient agrees to:

(a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) Race, (2) Color, (3) Religion, (4) Sex, (5) Disability, (6) Age, or (7) National origin,

(b) Take affirmative action that includes, but is not limited to: (1) Recruitment advertising, (2) Recruitment, (3) Employment, (4) Rates of pay, (5) Other forms of compensation, (6) Selection for training, including apprenticeship, (7) Upgrading, (8) Transfers, (9) Demotions, (10) Layoffs, and (11) Terminations, with the exception of Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third-Party Participant, with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise.

(1) To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project, and Recipient agrees to comply with:

(a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and

(c) Federal transit law, specifically 49 U.S.C. § 5332,

(2) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26,

(3) Assurance. As required by 49 C.F.R. § 26.13(a),

(4) The Recipient provides assurance that:

(a) The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26.

(b) The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to

ensure nondiscrimination in the award and administration of DOT-assisted contracts.

(c) Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

(d) Upon notification to the Recipient of its failure to abide by DBE requirements, the Federal Government may impose sanctions as provided for in 49 C.F.R. part 26, as implemented by the State through this agreement, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(5) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation.

e. Nondiscrimination on the Basis of Sex

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age

The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:

- (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,
- (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA,
- (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability

The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:

- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to

individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”

- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities,
- (2) Federal regulations, including:
- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and
- (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and

(2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:

- (1) Comply with other applicable Federal nondiscrimination laws and regulations, and
- (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over \$250,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

- (1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery,
- (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and
- (3) When a patent is issued or patented information becomes available as described in Patent Rights Section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights.

The Recipient agrees that:

- (1) Its rights and responsibilities, and the rights and responsibilities of each Third-Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and
- (2) Unless the Federal Government determines otherwise in writing – irrespective of the Recipient's status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual – the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in:
 - (a) 35 U.S.C. § 200 et seq., and
 - (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
 - (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
 - (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data" means recorded information, subject to (1) Copyright, whether or not copyrighted, and (2) Delivery, that which is delivered or specified to be delivered under the Underlying Agreement.

- B. Examples of “Subject Data.” Examples of “subject data” include, but are not limited to:
- (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but do not include: (1) Financial reports, (2) Cost analyses, or (3) Other similar information used for Project administration,
- C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement:
- (1) Prohibitions. The Recipient may not:
 - (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or
 - (b) Permit others to do so, but
 - (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to:
 - (a) Publications or reproductions for the Recipient’s own internal use,
 - (b) An institution of higher learning,
 - (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or
 - (d) The portion of data that has the Federal Government’s prior written consent for release,
- D. Federal Rights in Data and Copyrights. The Recipient agrees that:
- (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,
 - (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and
- E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third-Party Participants, therefore, the Recipient agrees that:
- (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,
 - (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,
 - (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,
 - (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,
 - (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but

- (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both:
 - (a) For the Recipient's use, and
 - (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except:
 - (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and
 - (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

- (1) Violation by Recipient.
 - (a) If it willfully or intentionally violates any:
 - (1) Proprietary rights, (2) Copyrights, or (3) Right of privacy, and
 - (b) Its violation occurs from any of the following uses of Project data:
 - (1) Publication, (2) Translation, (3) Reproduction, (4) Delivery, (5) Use, or (6) Disposition, then
 - (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:
 - (1) The Federal Government's officers acting within the scope of their official duties,
 - (2) The Federal Government's employees acting within the scope of their official duties, and
 - (3) Federal Government's agents acting within the scope of their official duties, but
- (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights Section G(1) if:
 - (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or
 - (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

- (1) Implies a license to the Federal Government under any patent, or
- (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

- (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and
- (2) Identification of Information. The Recipient understands and agrees that the Federal

Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

- (1) The Freedom of Information Act, 5 U.S.C. § 552,
- (2) Another applicable Federal law requiring access to Project records,
- (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or
- (4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Transit Employee Protective Provisions – Applicability – Contracts for transit operations except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements

The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

1. **U.S. DOL Certification** When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:
 - (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project,
 - (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto,
 - (c) It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,
 - (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including:
 - (1) Alternative comparable arrangements U.S. DOL has specified for the Project,
 - (2) Any revisions U.S. DOL has specified for the Project, or
 - (3) Both, and
 - (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project:
 - (1) The U.S. DOL certification of public transportation employee protective

arrangements for the Project, which certification is dated as identified on the Underlying Agreement,

(2) The documents cited in that U.S. DOL certification for the Project,

(3) Any alternative comparable arrangements that U.S. DOL has specified for the Project, and

(4) Any revisions that U.S. DOL has specified for the Project,

2. Special Warranty When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third-Party Participant providing public transportation operations will agree, that:

(a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing,

(c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: (1) Any alternative comparable arrangements U.S. DOL has specified for the Project, (2) Any revisions U.S. DOL has specified for the Project, or (3) Both, and

(d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement:

1. The U.S. DOL Special Warranty for its Project,

2. Documents cited in that Special Warranty,

3. Alternative comparable arrangements U.S. DOL specifies for the Project, and

4. Any revisions that U.S. DOL has specified for the Project, and

3. Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:

(a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and

(b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial

Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug & Alcohol Abuse and Testing – Applicability – Operational service contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325, all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Safeguarding Protected Personally Identifiable Information (PPI)

U.S. DOT Common Rules requires Recipient to implement, and require any sub-grantee, if any, to implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations – Any of Recipient's contracts shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's

failure to so comply shall constitute a material breach of this contract.

Recipient and any third-party participant(s) shall comply with 49 U.S.C. § 303, 23 C.F.R part 774, 54 U.S.C. §306108, 54 U.S.C. 312501 *et. seq.*, 36 C.F.R. part 800, 42 U.S.C. §1996, §3161 note and Executive Order No. 13007 as such actions may relate to: Parks, Recreation Areas, Wildlife and Waterfowl Refuges; Historic Sites, Archeological and Historic Preservation, Protection of Historic Properties; preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act; compliance with environmental mitigation measures related to environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:

- (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
- (2) DOT Order 5610.2, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and
- (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, except as permitted by federal law, regulation, requirement or guidance. Such exception may include, but may not be limited to, A/E contracts under certain circumstances and preference for hiring veterans on transit construction projects.

Organizational Conflicts of Interest

The Recipient and subrecipient, if any, agrees that it will not enter a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Ethics

Standards of Conduct. At a minimum, the Recipient / Subrecipients will establish and maintain written Standards of Conduct covering conflicts of interest that:

- (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract:
 - (a) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement,
 - (b) The immediate family members or partners of those listed above in section (1)(a) of this Master Agreement, and
 - (c) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections (1)(a) and (b) of this Master Agreement;
- (2) Prohibit those individuals listed above in section (1) from:
 - (a) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third-Party Participants at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest, and
 - (b) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third-Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and

(3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section (1) and the Recipient's or Subrecipient's Third Party Participants.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non- Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non- Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non- Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

CITY OF KINGSTON RESOLUTION NO. ---- 201---

Authorizing the implementation and funding in the first instance of the State Mass Transportation Capital program-aid eligible costs of mass transportation projects described in NYS Department of Transportation Agreement #K007402 annexed here to, and appropriating funds therefor.

WHEREAS, the City of Kingston desires to advance the program of projects, as detailed in Schedule A of the attached agreement, by making a commitment of 100% of the total costs of the program; and

WHEREAS, the program of projects, is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs in such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, any State Transit Omnibus share of such projects shall be 50% of the nonfederal share, but in no event, shall the state share exceed 10 percent of project costs;

NOW, THEREFORE, by action of the City Council, duly convened, it is hereby

RESOLVED, that the City Council hereby approves the program of projects as detailed in Schedule A; and it is hereby further

RESOLVED, that the City Council hereby authorizes the City Comptroller to pay in the first instance ONE HUNDRED PER CENT [100%] of the total project costs; and it is further

RESOLVED, that the sum of up to \$83,125 will be reimbursed to the City of Kingston through the State contract; following reimbursement by the Federal Government for it's 80% share; and it is hereby further

RESOLVED, that in the event the costs of the projects exceed the amount appropriated above, the City shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Chief Executive Officer thereof, and it is further

RESOLVED, that the Mayor is hereby authorized to execute all necessary Agreements, certification or reimbursement requests for Federal Aid and/or State Mass Transportation Capital Aid on behalf of the City with New York State Department of Transportation in connection with the

advancement or approval of the projects and providing for the administration of the local share of federal-aid and state-aid eligible project costs within appropriations therefor that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution shall be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the projects, and it is further

RESOLVED, this Resolution shall take effect immediately.

----- City of Kingston

STATE OF NEW YORK)
CITY OF _____) ss.

On the day of in the year before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

Steven T. Noble
Mayor

Stephan Knox
Director

Thomas Murray
Assistant Director

CITY OF KINGSTON
Building Safety & Zoning Enforcement
5 Garraghan Drive
Kingston, NY 12401
Phone (845) 331-1217
Fax (845) 331-1224



June 16, 2020

Aldersperson at Large Andrea Shaut
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear Aldersperson at Large Shaut:

Attached find budget transfer documentation for your consideration and approval. This request suggest a conveyance of funds for the replacement of an expired roof top AC unit with a wall mounted AC/Heat Pump for Building Safety. This requests is for an internal transfer that will have zero financial impact.

Respectfully,

Stephan Knox
Director of Building Safety & Zoning Enforcement

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THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER ☒	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT <u>Building Safety & Zoning Enforcement</u>	DATE <u>6/15/2020</u>
Description: <u>Emergency replacement of roof top air conditioning unit with a wall mounted heat pump/AC unit for main office area.</u>	
Transfer: _____	
<u>\$2,950.00 from A1362014 5443</u> to <u>A1362012 5211</u>	
Estimated Financial Impact <u>None</u>	
Signature <u><i>Stephen KO</i></u>	

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Michele Hirsch, Ward 9	☐	☐
Steven Schabot, Ward 8	☐	☐

2020 Budgetary Transfer

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>TRANSFER FROM</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>TRANSFER TO</u>
A1-3620-14-5442	Maintenance of Building	\$ 2,950	A1-3620-12-5211	Other Equipment	\$ 2,950
		<u>\$ 2,950</u>			<u>\$ 2,950</u>

CITY OF KINGSTON

L+R

Office of the City Clerk & Registrar of Vital Statistics

cityclerk@kingston-ny.gov

Steven T. Noble, Mayor
Elisa Tinti, City Clerk & Registrar



Deidre Sills, Deputy Clerk
Susan Mesches, Deputy Registrar

June 19, 2020

President Shaut
420 Broadway
Kingston, NY 12401

Dear Commission Members;

The attached application for a Zoning Amendment was received by the City Clerk's office and sent to the Kingston Common Council's Laws & Rules Committee for their review on July 15, 2020.

Please note that you have 30 days to submit your recommendation.

Thank you,


Elisa Tinti
City Clerk

ZONING AMENDMENT APPLICATION

Check one that applies:

- ☒ AMENDMENT OF ZONING MAP (REZONING)
☐ AMENDMENT OF ZONING ORDINANCE TEXT

1. Location and description of property (Street address, size, dimension, ward, tax parcel number):

2-16 Montreposse Street, Kingston NY 12401

.81 of an Acre. 9th Ward. SBL 56.42-4-7

See Exhibit A for lot dimensions

2. Name/Mailing Address/Phone # of Applicant(s):

Andrew Wright, Managing Member/Petitioner

233 Fair St, Kingston NY 12401

845-338-3383

3. Name/Mailing Address/Phone # of Owner(s):

Blue Stone Realty LLC

233 Fair St, Kingston NY 12401

845-338-3383

4. If rezoning, state current and proposed zoning classification:

Current zoning = RRR / Proposed zoning = RT

5. If text amendment, cite specific section(s) of Ordinance affected by request:

N/A

6. Provide detailed reason for request (Attach additional sheets as required): _____
 See Zoning Petition documents attached.

7. Attach supporting documents as necessary, i.e.- maps, photographs, financial information, traffic, drainage data, petitions, condition reports, etc...
 See Zoning Petition Exhibits attached.

Andrew Wright, Petitioner		6/10/20
PRINT NAME, TITLE	SIGNATURE	DATE
Sonia Lemus-Wright, Representative		6/10/2020
PRINT NAME, TITLE	SIGNATURE	DATE

FOR OFFICE USE ONLY

Date Received: _____	Referrals to HLPC: _____
Application Fee: _____	SEQRA: _____
Intro to KCC: _____	Referral to UCPB: _____
Referral to L&R: _____	Public Notice: _____
Referral to KPB: _____	Public Hearing: _____
FINAL DECISION/DATE/RESOLUTION #:	_____

617.20
Appendix B-
Short Environmental Assessment Form

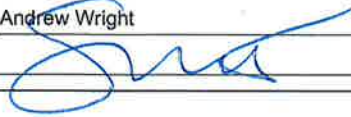
Instructions for Completing

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: Park Slope Kingston							
Project Location (describe, and attach a location map): 2-16 Montrepose Street in the city of Kingston. Corner of Montrepose Street and Pierpoint Street. See maps in attached Exhibits.							
Brief Description of Proposed Action: Development of raw land in the City of Kingston consisting of 14-market rate apartment units, community center, community pedestrian park and 23 parking spaces including 2 EV charging stations. To extend and conform the adjacent Rondout District to all of the .81 of an Acre. This parcel is immediately adjacent to the Rondout District designation; changing the designation of this parcel will conform with the immediate surrounding properties to the South and East which belong to the RT district.							
Name of Applicant or Sponsor: Andrew Wright		Telephone: 845-338-3383 E-Mail: wrightarchitects@gmail.com					
Address: 233 Fair St							
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: 5px;">☐</td> <td style="text-align: center; padding: 5px;">☒</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: City of Kingston Building Department and any other agencies deemed necessary by the lead agency.			<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: 5px;">☐</td> <td style="text-align: center; padding: 5px;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3.a. Total acreage of the site of the proposed action? .81 acres b. Total acreage to be physically disturbed? .81 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 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): _____ ☐ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☒	N/A ☐
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: 20% better than current energy standards required by AHJ _____		NO ☐	YES ☒
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO ☐	YES ☒
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		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, a. Will storm water discharges flow to adjacent properties? ☒ NO ☐ YES		NO ☐	YES ☒
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☒ YES Storm water will be directed to existing storm water drains. _____			

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>Andrew Wright</u>		Date: <u>6-10-2020</u>
Signature: 		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☐	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☐	☐
3. Will the proposed action impair the character or quality of the existing community?	☐	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☐	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☐	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☐	☐
7. Will the proposed action impact existing:	☐	☐
a. public / private water supplies?	☐	☐
b. public / private wastewater treatment utilities?	☐	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☐	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☐	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☐	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☐	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Name of Lead Agency Date	
Print or Type Name of Responsible Officer in Lead Agency Title of Responsible Officer	
Signature of Responsible Officer in Lead Agency Signature of Preparer (if different from Responsible Officer)	

PRINT

ZONING PETITION

June 10, 2020

OWNER OF RECORD:

BLUE STONE REALTY LLC
233 Fair Street
Kingston, NY 12401

PETITIONER:

ANDREW WRIGHT
MANAGING MEMBER
845-338-3383
233 Fair Street
Kingston, NY 12401

REPRESENTATIVE:

SONIA LEMUS-WRIGHT
WRIGHT ARCHITECTS PLLC
845-338-3383
233 Fair Street
Kingston, NY 12401

TO:

The Honorable Common Council of the City of Kingston

 **W R I G H T
A R C H I T E C T S**

233 FAIR STREET
KINGSTON NY 12401

845 - 338 - 3383

wrightarchitectspllc.com

ZONING PETITION FOR

Location:	2-16 Montrepose Street, City of Kingston NY 12401,
SBL:	56.42-4-7
Current Zoning Designation:	RRR (One-Family Residence)
Proposed Zoning Designation:	RT (Rondout District)
Size of lot:	.81 of an Acre
Proposed Land Use:	Improved lands located immediately adjacent to the Rondout District and to extend the Rondout District to include this lot.
Description of Land Improvements:	New construction over raw land as infill Development
Project proposed on Land:	14-1,000 sf market rate rental apartment units with parking, indoor community area and community park
Street Boundaries:	On the South Montrepose Avenue On the East W Pierpont Street

SUMMARY

1. Petitioner respectfully request to the Honorable Common Council of the City of Kingston the change of Zoning from RRR to RT for subject premises depicted on LIBER 3131 PAGE 0343 land situated in the City of Kingston, County of Ulster, and the State of New York as shown on Exhibit "A" and City of Kingston Tax Map as Section, Block and Lot Number 56.42-4-7 as shown on Exhibit "B".
2. This petition is to extend and conform the adjacent Rondout District to all of the .81 of an Acre. This parcel is immediately adjacent to the Rondout District designation; changing the designation of this parcel will conform with the immediate surrounding properties to the South and East, as shown on Exhibit "C".
3. This lot is abutting zone R2 to the West, RT to the South and East and only one RRR property to the North; it is worth mentioning that the house located in the only RRR property abutting this lot is not visible from this property since there is a steep hill coming down onto this lot.
4. This lot used to be part of the Ulster Academy property SBL 56.42.4-8 which is located in the RT zone and across Montrepose Street from this lot; Ulster Academy was purchased from the petitioner in 2004 and then turned into condos.
5. Immediately to the West in the R2 zone, lot SBL 56.42.4-6 is classified as apartments.
6. Across from Pierpont Street in the RT zone lot SBL 56.42.12-6 is also classified as apartments.

7. The multifamily/apartment concept is not new to the area; furthermore, granting the change from RRR to RT, would allow for the lot to be used to its maximum potential and avoid to let it be underutilized.
8. The petitioner's design for this fourteen-unit development is intended to fit the contextual and historic landscape of the area. It also creates on-site parking to avoid disruption to the neighborhood; parking includes two EV charging stations. The project is designed using sustainable strategies and systems. A pedestrian park and community center have been included in the design to empower and include the local community. A preliminary design is included as Exhibit "D".
9. As a precedent for this request it is worth mentioning RESOLUTION 92 of 2020 ZONING AMENDMENT NO. 114 ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF KTNNGSTON, NEW YORK, AMENDING THE ZONING MAP TO EXTEND THE MIXED-USE OVERLAY DISTRICT TO INCLUDE 51 SCHWENK DRIVE, TAX MAP NO. 48.80-I-24.120

Yours Truly,



Andrew Wright
Petitioner

6/10/20



Sonia Lemus-Wright
Representative

6/10/20

SCHEDULE A

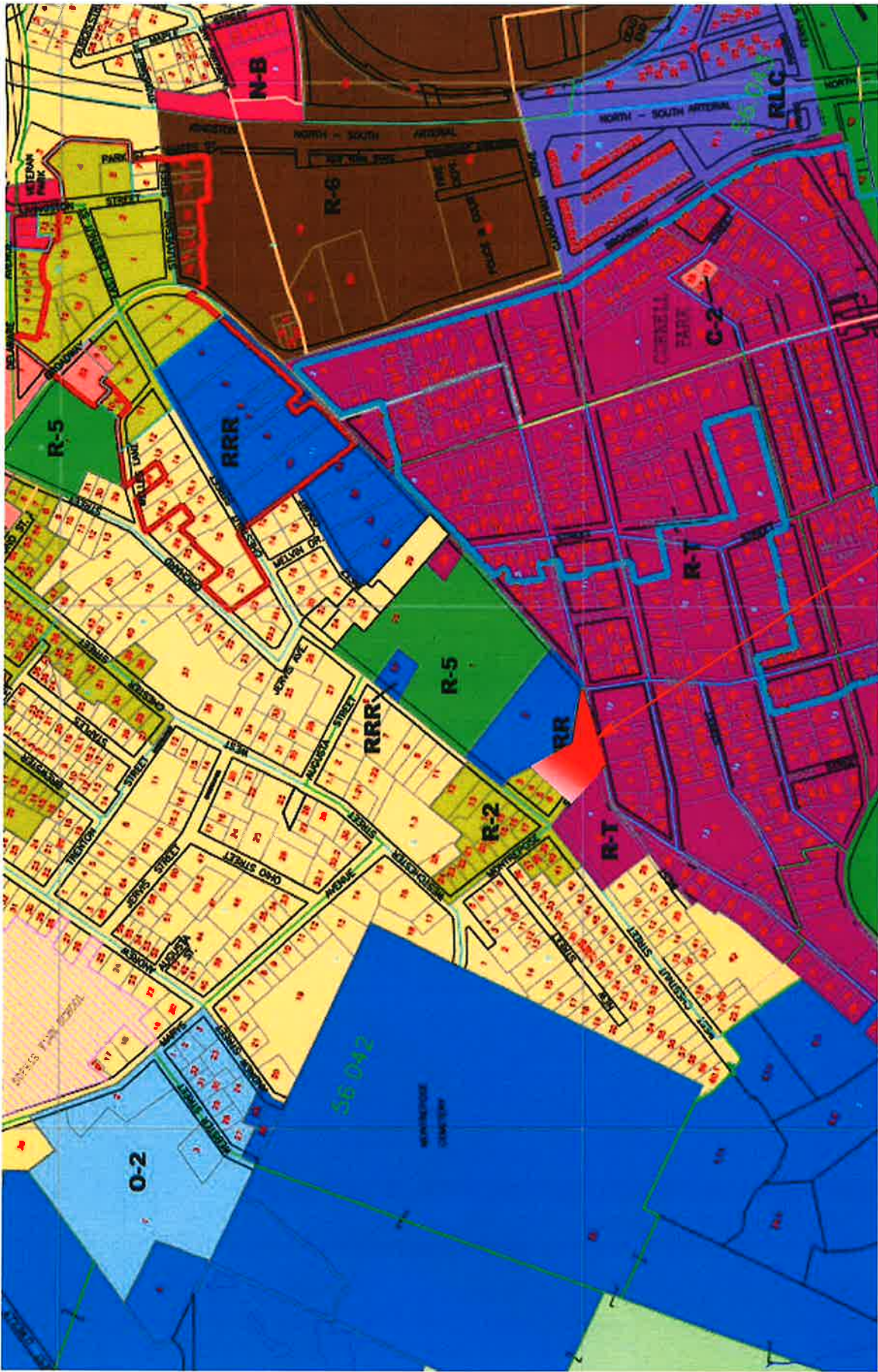
All that tract or parcel of land situate in the City of Kingston, County of Ulster, and the State of New York, bounded and described as follows:

Beginning at a point in the Northerly line of Montrepose Street, said point being the most Southerly corner of lands now or formerly Safer (Liber 1494, p 733); thence along the Southeasterly line of said lands now or formerly Safer (Liber 1494, cp 733) and the Southeasterly lines of lands now or formerly Cristoforo (Liber 2045, cp 083), lands now or formerly Ballou (Liber 2140, cp 038) and lands now or formerly Berthiaume (Liber 2419, cp 025) North 30°14'34" East 168.49 feet to a point; thence along the Southerly lines of lands now or formerly Thompson (Liber 1385, cp 119) the following 4 courses: South 34°42'00" East 74.49 feet to an iron rod found, South 56°24'00" East 76.60 feet to a point, South 66°52'00" East 78.30 feet to an iron rod found and South 86°42'00" East 143.40 feet to a point in the Northerly line of West Pierpont Street; thence along the said Northerly line of West Pierpont Street South 69°55'00" West 220.17 feet to a point; thence on a curve to the right connecting the said Northerly line of West Pierpont Street with the said Northerly line of Montrepose Street, having a radius of 94.42 feet a distance of 80.52 feet to a point in the said Northerly line of Montrepose Street; thence along the said Northerly line of Montrepose Street North 61°13'26" West 138.71 feet to the point or place of beginning. Containing 0.81 of an Acre of land, more or less.

Subject to the existing easements and rights-of-way of record, if any.



Exhibit "B"



Site



**WRIGHT
ARCHITECTS
P L L C**
233 FAIR STREET
KINGSTON, NY 12401
845 338 3363
www.wrightarchitectspllc.com

Park Slope Kingston
2-16 MONTREPOSE ST., KINGSTON, NY 12401

REASONS:	
1: HYPERCALCAEMIA	08/07/2020
2: TO COMPLAIN COUNCIL	06/10/2020

**SITE PLAN
FLOOR PLAN
LAYOUT**

JOB # D-001	JOB DATE 05/27/2020
----------------	------------------------

DOB SHEET NUMBER
A-100.00

DATE OF THIS ORDER: _____

PRELIMINARY SUBMISSION

June 10, 2020

OWNER OF RECORD:

BLUE STONE REALTY LLC
233 Fair Street
Kingston, NY 12401

MANAGING MEMBER:

ANDREW WRIGHT
845-338-3383
233 Fair Street
Kingston, NY 12401

REPRESENTATIVE:

SONIA LEMUS-WRIGHT
WRIGHT ARCHITECTS, PLLC
845-338-3383
233 Fair Street
Kingston, NY 12401

Location:	2-16 Montrepose Street, City of Kingston NY 12401
SBL:	56.42-4-7
Current Zoning designation:	RRR
Proposed Zoning designation:	RT

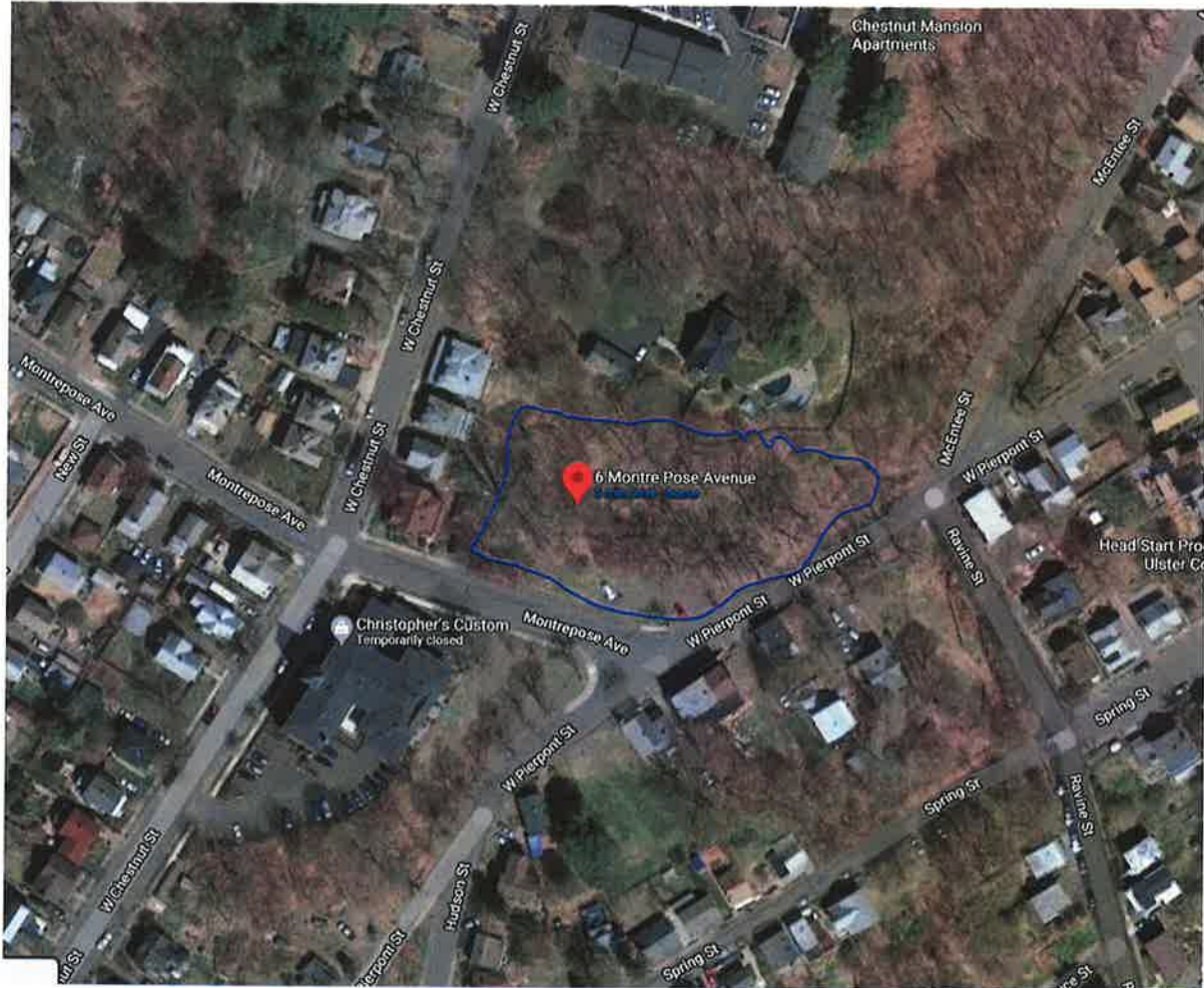
<u>Lot Regulations:</u>	<u>Requirements</u>	<u>Proposed</u>	<u>Approved</u>
Area RRR	12,000 sf	35,284 sf	
Area RT	14 sf		
Width RRR	100'	439.4'	
Width RT	40'		
Depth RRR	125	168.49'	
Depth RT	--		
Area/Dwelling Unit RRR	--	--	
Area/Dwelling Unit RT	2,000 sf	2,520	
Minimum Yard Requirements			
Front Yard RRR	30'		
Front Yard RT	--	1'	

Side Yards RRR	15'	
Side Yards RT	11'	42'
Rear Yards RRR	30'	
Rear Yards RT	11'	32'
Maximum Bldg. Hgt. RRR	35'/ 2 1/2	
Maximum Bldg. Hgt. RT	35'/ 2 1/2	35' at tallest point
Maximum Lot Coverage RRR	30%	
Maximum Lot Coverage RT	80%	23%
Minimum Usable Open Space RRR	--	
Minimum Usable Open Space RT	400 sf	1,943 sf
Floor Area Ratio RRR	--	
Floor Area Ratio RT	1.0	.46

Park Slope

Kingston (2-6 Montrepose Street, Kingston NY 12401)

Site location



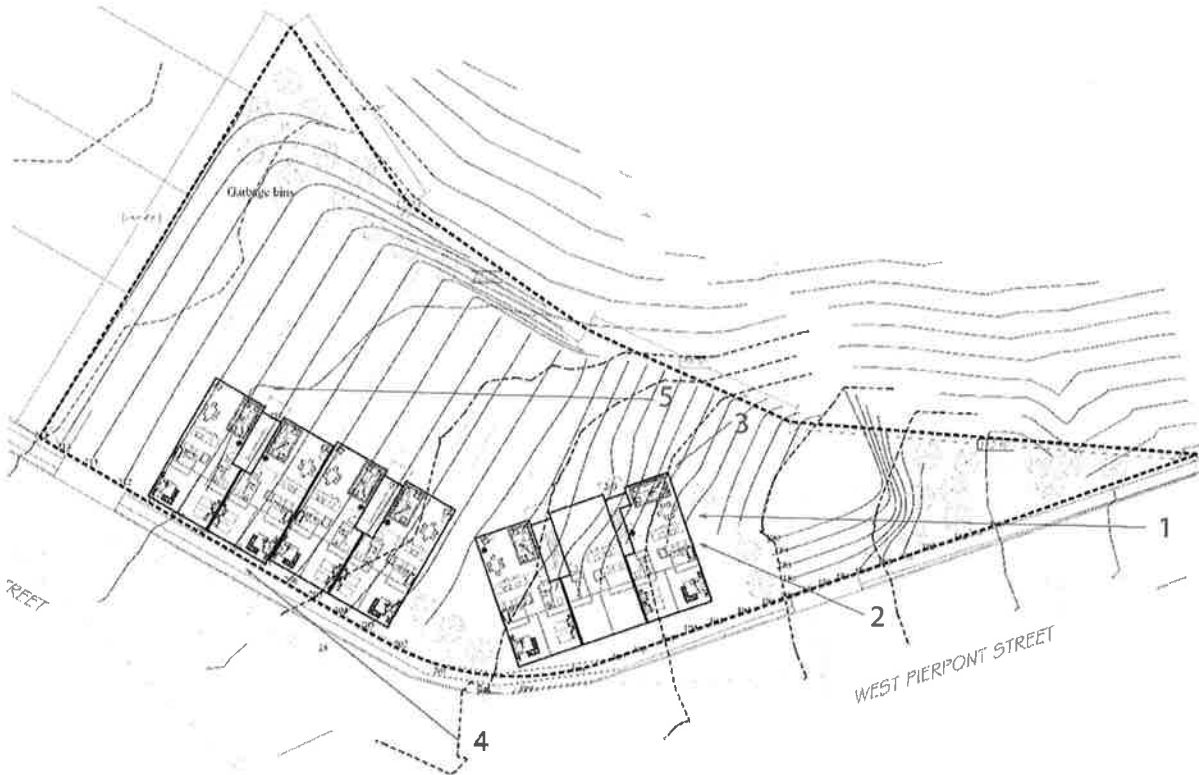
From Uphill



From Downhill



SITE PLAN KEY FOR 3D PRELIMINARY DESIGN VIEWS



View 1 – Down from W Pierpont St



View 2 – From W Pierpont St



View 3 – From Parking with Ulster Academy Lofts in background



View 4 – From downhill Montrepose



View 5 – From downhill parking



L+R

CITY OF KINGSTON
Office of Environmental Education and Sustainability
climatesmart@kingston-ny.gov

Julie L. Noble, Coordinator



Steven T. Noble, Mayor

June 24, 2020

Honorable Andrea Shaut
President/Alderman-at -Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Adoption of Kingston Open Space Plan

Dear President Shaut,

As you know, the City of Kingston Open Space Plan was recently completed and subsequently progressed through the necessary SEQR process. At the June Laws and Rules Committee meeting, the committee unanimously declared a negative declaration of significance to this plan, which will go on to the full Council in July for a vote. The next step for this process which I am requesting, is the adoption of the Open Space Plan as an element of the Comprehensive Plan.

The Kingston Conservation Advisory Council and my office would like to recommend that the City of Kingston Common Council adopt a resolution that supports and formally recognizes and memorializes the goals and intent of the Kingston Open Space Plan as City of Kingston policy, integrating it into the Kingston 2025 Comprehensive Plan. Council adoption and recognition of the Plan will not result in the blanket acceptance or approval of individual recommendations or initiatives covered in the Plan. Advancing many of the recommendations and initiatives will require further administrative and legislative action. Actions taken on specific recommendations and initiatives will depend on City priorities and the human and financial resources available.

We would like to request for this action to be referred to the Laws and Rules Committee, or other committee as you see fit, for review. I will be happy to be present at the July meeting, if appropriate, to present an overview, summaries and findings.

If there are any questions, please contact me for further information. Thank you for your consideration.

Sincerely,

Julie L. Noble
Sustainability Coordinator

**hold to July*

CITY OF KINGSTON
Heritage Area Commission
planning@kingston-ny.gov



L+R

Suzanne Cahill, Planning Director
Julie Edelson-Safford, Historic Preservation Administrator

Steven T. Noble, Mayor

May 28, 2020

Andrea Shaut, President
City of Kingston Common Council
City Hall – 420 Broadway
Kingston, New York 12401

RE: Heritage Area Commission – Request Membership Changes

Dear President Shaut:

The Planning Department, as administrator for the Heritage Area Commission (HAC) would like to request that the Common Council consider amending section 22-20 of the City Code relating to the membership of the HAC. Presently, the current section calls for eleven (11) members, appointed by the Mayor. At this time there are only seven (7) appointed members, one who has not attended meetings in quite a while, leaving only six (6) which is the necessary quorum. Unfortunately, this places the Commission in a difficult situation in that if there is not 100% attendance we cannot meet the quorum requirement, hold a meeting and ultimately applicants are held up. In discussion with the Commission members present at the April 29, 2020 meeting, the members present discussed this matter of Commission membership. It was unanimously agreed that the number of members is larger than needed and should be reduced to seven (7), providing for two (2) alternates. It was also noted that while the advisory members could continue as outlined, most do not attend. Recommended language would be as noted below.

§ 22-20 Composition.

Said Commission shall consist of seven (7) members, with two (2) alternates appointed by the Mayor. All lay members of the Commission shall be citizens and actual residents of the City of Kingston.

§ 22-21 Terms of office.

[Amended 3-5-2019 by L.L. No. 1-2019, approved 3-19-2019]

The terms of the members ~~off from~~ the Commission shall be three years. ~~For the initial terms, three members will be continued for three years, three members for four years and three members for five years.~~ The Mayor may appoint up to six (6) nonvoting advisory members as warranted, who will serve at the pleasure of the Mayor. ~~In addition to the City Historian will be a non-voting advisory member in perpetuity. as representatives of the City of Kingston Planning Office and/or Planning Board, the City of Kingston Building Department, the Zoning Board of the City of Kingston, the Ulster Performing Arts Center, the Senate House, the Historic Landmarks Preservation Commission, and the Trolley Museum. All members of the Commission shall serve without pay.~~

CITY OF KINGSTON
Heritage Area Commission
planning@kingston-ny.gov



Suzanne Cahill, Planning Director
Julie Edelson-Safford, Historic Preservation Administrator

Steven T. Noble, Mayor

Your consideration of this change in membership configuration will assist in allowing the HAC to take actions and perform advisory comments as necessary. Thank-you and should there be any questions, please do not hesitate to contact this office.

Sincerely,

Suzanne Cahill
Planning Director

Cc: S. Noble, Mayor
Ald. J. Ventura-Morell
H. Clement, Chairman HAC

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT: Planning - Heritage Area Commission DATE: June 2020

Description: Amend City Charter & Code As follows:

§ 22-20 Composition.

Said Commission shall consist of seven (7) members, with two (2) alternates appointed by the Mayor. All lay members of the Commission shall be citizens and actual residents of the City of Kingston.

§ 22-21 Terms of office.

[Amended 3-5-2019 by L.L. No. 1-2019, approved 3-19-2019]

The terms of the members of the Commission shall be three years. The Mayor may appoint up to six (6) nonvoting advisory members as warranted, who will serve at the pleasure of the Mayor. In addition to the City Historian will be a non-voting advisory member in perpetuity. All members of the Commission shall serve without pay.

Signature: Stephanie Cahill

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Jeffrey Ventura Morell, Chairman		
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

CITY OF KINGSTON
Office of the Mayor
mayor@kingston-ny.gov

L+R

Steven T. Noble
Mayor



June 17, 2020

Andrea Shaut, Alderman-at-Large
President of the Common Council
City Hall, 420 Broadway
Kingston, NY 12401

Re: Midtown Linear Park

Dear President Shaut:

This is a communication requesting placement on the agenda of the Laws and Rules Committee in July 2020 to discuss a proposed resolution authorizing the Mayor to execute an Easement with Ulster County regarding the Midtown Linear Park Project.

The County has requested the easement in order to design and construct the Midtown Linear Park on crossings of Down Street, Cornell Street, and O'Neil Street and to meet requirements of NYSDOT's federal aid right-of-way acquisition procedures. The project is partially funded by federal aid through the DOT's Transportation Alternatives Program. A copy of the draft of the easement is attached.

It is requested that this be considered at the July Laws and Rules meeting, so that the resolution can be adopted by the City at our August Common Council meeting. Then the County will be able to submit a resolution approving the easement to the Ulster County Legislature during their August session.

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

Respectfully Submitted,

Steven T. Noble
Mayor

EXHIBIT A

EXHIBIT B

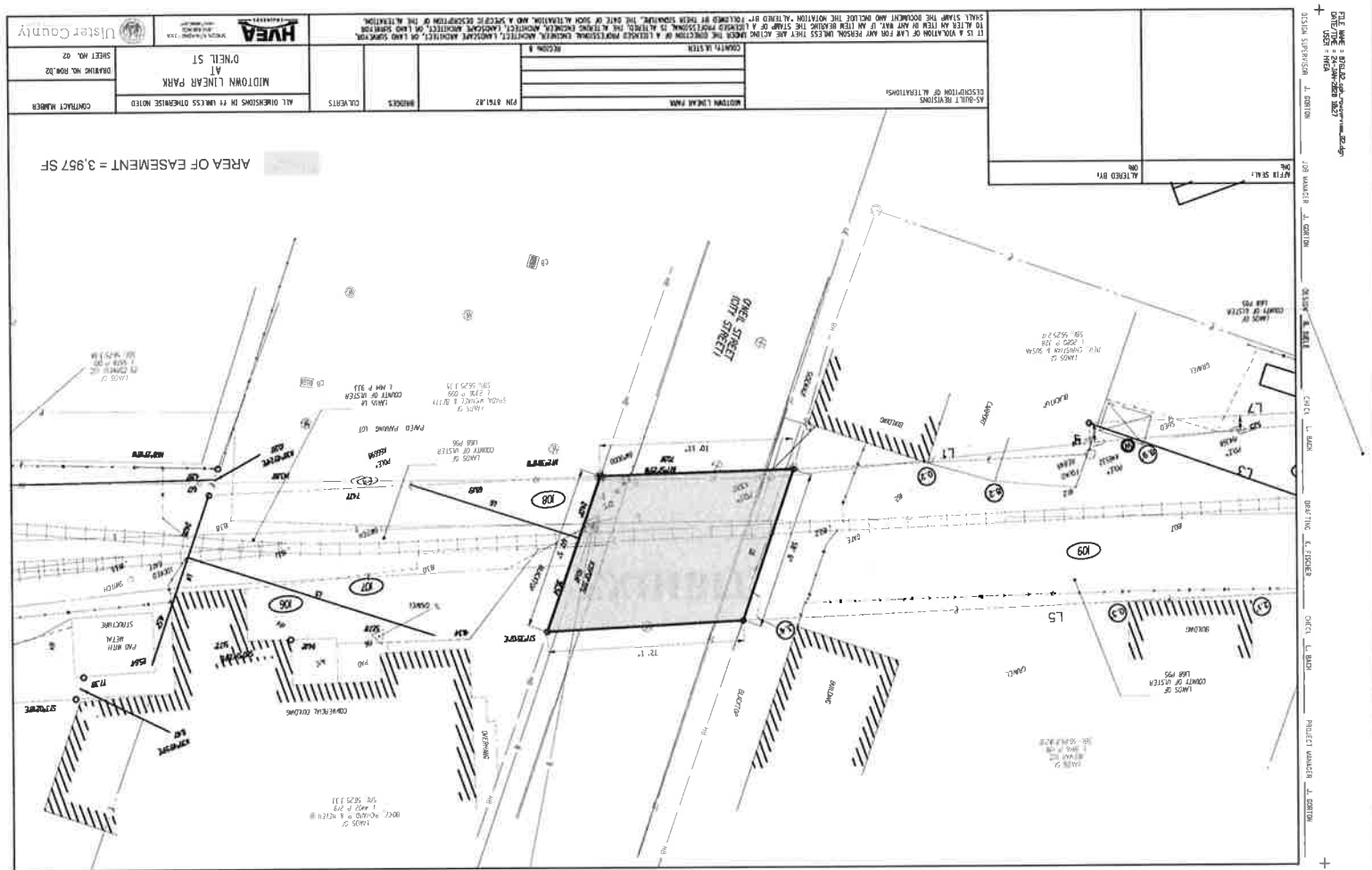
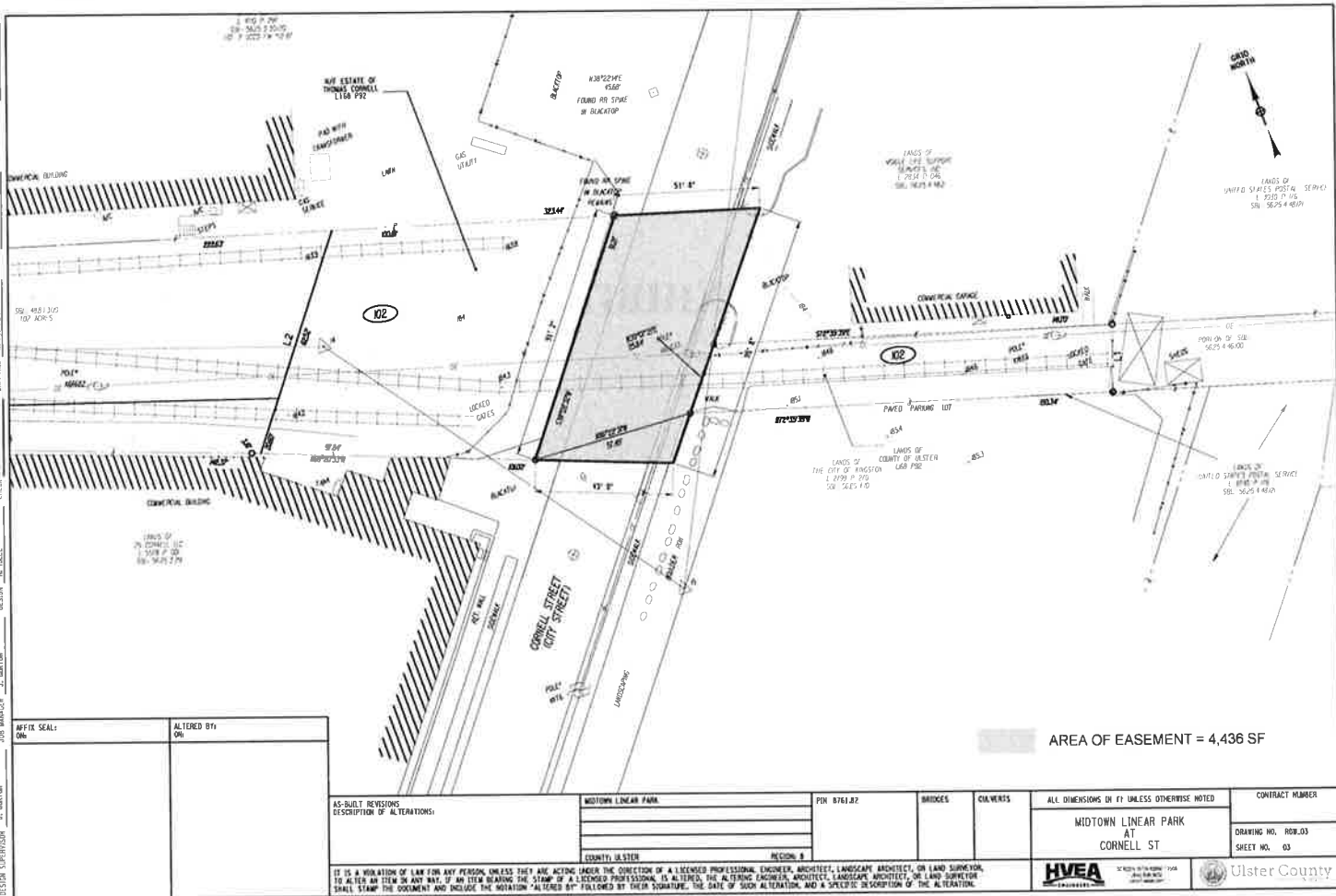


EXHIBIT C

FILE NAME: H:\10422\10422.dwg
DATE: 10/20/2009 10:27
USER: J. CORTON
PROJECT: MIDTOWN LINEAR PARK

PROJECT MANAGER: J. CORTON
CHECK: L. BACH
DRAWING: E. FISCHER
SCALE: 1" = 40'-0"
DESIGN: B. BUELE
JOB MANAGER: J. CORTON
DESIGN SUPERVISOR: J. CORTON



AREA OF EASEMENT = 4,436 SF

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	MIDTOWN LINEAR PARK		PIN 8761.82	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	COUNTY, ULLSTON						
MIDTOWN LINEAR PARK AT CORNELL ST						DRAWING NO. R09.03 SHEET NO. 03	
IF IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM OR ANY PART OF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, THEY SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.							
							

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER ANY ITEM OR ANY PART OF ANY ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL, IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

AGREEMENT AND DEED OF PERMANENT EASEMENT

This AGREEMENT AND DEED OF PERMANENT EASEMENT (the "Agreement") is hereby entered into by and between the City of Kingston, a municipal corporation of the State of New York with its principal offices at 420 Broadway, Kingston, New York 12401 (the "City," and together with its successors and/or assigns, the "Grantor"); and the County of Ulster, a municipal corporation of the State of New York with its principal office at 244 Fair Street, Kingston, New York 12401 (the "County," and together with its successors and/or assigns, the "Grantee").

WITNESSETH

WHEREAS, the City is the owner in fee of 12,593 square feet real property coterminous with Downs Street, Cornell Street, and O'Neil Street within the City (the "Property"); and

WHEREAS, the County desires to construct and maintain a non-motorized shared-use pathway known as the Ulster County Midtown Linear Park- PIN 8761.82 (the "Midtown Linear Park") that will be coterminous with the Property; and

WHEREAS, the County is currently the owner and successor-in-interest of a perpetual and exclusive easement for railroad purposes, dated June 15, 1911, and recorded in the Office of the Ulster County Clerk under Liber 443 of Deeds, Page 58, and acquired by the County by Quitclaim deed, dated July 24, 1979, recorded at the Ulster County Clerk's Office on August 10, 1979 under Liber 1414 and Page 933 (the "Railroad Easement"), which is conterminous with the Property; and

WHEREAS, the County and the City have determined that it is desirable and necessary for the County to enter the Property with workers, materials and equipment to design, construct, operate, maintain, and repair the Midtown Linear Park, including all appurtenances and facilities; and

WHEREAS, in light of the foregoing, the County has determined it to be desirable and necessary to secure, and has requested that the City grant, a permanent easement to the County authorizing it to enter upon the Property in order to design, construct, operate, maintain and repair the Midtown Linear Park (the "Trail Easement") without in any way extinguishing or diminishing the County's rights in connection with the Railroad Easement; and

WHEREAS, the County's construction of the Midtown Linear Park will benefit the residents of the City and, as such, the City intends to convey to the County the requested Trail Easement through this Agreement; and

WHEREAS, by executing this Agreement, the signors on behalf of the City and County represent that proper authority has been vested in them by their respective governing bodies.

NOW, THEREFORE, in consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, and of the promises and of the mutual covenants and agreements set forth herein, and of the undertakings of each party to the other, the Grantor and hereby grants, conveys and releases to Grantee a permanent Trail Easement running with the land allowing the Grantee to design, construct, operate, maintain and repair a non-motorized shared-use pathway, including all

appurtenances and facilities, over the Property, subject to the following terms, conditions, and limitations:

1. The scope of the Property is depicted and set forth on three separate maps prepared by HVEA Engineers, PC entitled "MIDTOWN LINEAR PARK AT DOWNS ST", "MIDTOWN LINEAR PARK AT O'NEIL ST", and "MIDTOWN LINEAR PARK AT CORNELL ST", which are attached as Exhibits A, B, and C to this Agreement, and which are intended to be filed in the Ulster County Clerk's Office immediately prior to the recording of this Agreement.
2. The Grantor shall reserve all rights and obligations to conduct maintenance on Downs Street, Cornell Street, and O'Neil Street, including any utilities and utility lines, whereas the Grantee will receive and maintain the right to conduct any maintenance on the portion of the Midtown Linear Park coterminous with the Property, including all appurtenances and facilities, as deemed necessary by the Grantee.
3. The Grantor shall be responsible for all costs associated with any relocation or reconstruction of, or damage to, the Midtown Linear Park resulting from the failure of the Grantor's infrastructure or from Grantor's activities on the Property.
4. The Trail Easement and the exercise by the Grantee of its rights hereunder shall not extinguish or in any way diminish the Railroad Easement or any rights of the Grantee related thereto.
5. In addition to Grantor and Grantor's employees, any rights, benefits, and permissions granted under the Trail Easement shall inure to the benefit of Grantor's contractors, subcontractors, agents or any other designees of the Grantor.
6. The Grantee may, at its discretion, convey this Trail Easement to a third party for, among other things, the purposes of operating and maintaining the Midtown Linear Park.
7. The Trail Easement shall be non-exclusive, run with the land, and shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their successors and assigns.
8. The Agreement may not be modified, altered, amended, or extinguished except by written instrument signed and executed by both parties hereto and recorded in the Ulster County Clerk's Office.
9. The parties shall mutually and reciprocally indemnify each other and their respective officials, officers, employees, agents, contractors and subcontractors and save each other harmless from any liability, damage, claims, demands, costs or losses to the extent arising directly or indirectly out of their officials', officers', employees', agents', contractors, or subcontractors' respective acts or omissions pursuant to this Trail Easement, provided

however, that: (i) in no event or instance shall Grantee have any liability, under any circumstance, for lawsuits, property damage, or any other injury suffered by trail users, property owners or anyone else as a result of, or in any way related to or caused, directly or indirectly, by Grantor's acts, omissions, obligations and/or responsibilities related to the Trail Easement; and (ii) in no event or instance shall the Grantor have any liability, under any circumstance(s) for lawsuits, property damage, or any other injury suffered by trail users, property owners or anyone else as a result of, or in any way related to or caused, directly or indirectly, by Grantee's acts, omissions, obligations and/or responsibilities related to the Trail Easement.

10. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the Grantee will not make any improvements to Downs Street, Cornell Street and O'Neil Street without the express written approval of the Grantor.
11. The provisions of this Agreement are severable and if any court of competent jurisdiction shall render a judgment that any provision hereof is null or void, the effect of said judgment shall be limited to the nullified or voided provision of this Agreement and the remaining provisions shall continue in full force and effect.
12. The Agreement shall not be in full force and effect until fully executed by both the City and County.

IN WITNESS WHEREOF, the parties to this Agreement, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in counterparts, each of which shall constitute an original as of the dates set forth below.

THE CITY OF KINGSTON

Dated: _____

By: _____

On this ____ day of _____, 2020, before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

THE COUNTY OF ULSTER

Dated: _____ By: _____

On this ____ day of _____, 2020, before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and by his/her/their signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



Rec'd
6/25/2020
(L+R)

KINGSTON CITY COURT

1 GARRAGHAN DRIVE
KINGSTON, NEW YORK 12401

(845) 481-9350
FAX (845) 483-8113

LAWRENCE E. BALL
City Court Judge
PHILIP W. KIRSCHNER
City Court Judge
NICOLE MURPHY
Chief Clerk

June 23, 2020

Mayor Steven Noble
Kingston City Hall
420 Broadway
Kingston, New York 12401

Andrea Shaut
Alderman at Large
420 Broadway
Kingston, New York 12401

Kevin Bryant, Esq.
Corporation Counsel
420 Broadway
Kingston, New York 12401

re: Kingston City Charter

Dear Sirs/Madam:

I have recently heard through local media that the Common Council may soon undertake the revision of the Kingston City Charter. In that regard please find correspondence forwarded by the Court on 6/1/15.

Thank you for your kind attention.

Very truly yours,

LAWRENCE E. BALL
Kingston City Court Judge

LEB/jmc

KINGSTON CITY COURT

1 GARRAGHAN DRIVE
KINGSTON, NEW YORK 12401



(845) 338-2974
FAX (845) 338-1443

LAWRENCE E. BALL
City Court Judge
PHILIP W. KIRSCHNER
City Court Judge
NICOLE MURPHY
Chief Clerk

June 1, 2015

Mayor Shayne R. Gallo
Kingston City Hall
420 Broadway
Kingston, NY 12401

James L. Noble, Jr.
Alderman at Large
420 Broadway
Kingston, NY 12401

Andrew Zweben, Esq.
Corporation Counsel
420 Broadway
Kingston, NY 12401

re: position of City Marhsal

Gentlemen:

I am writing this letter in connection with the Kingston City Code and this Court's request for action amending or repealing a chapter thereof.

Kingston City Code, Chapter A406 Kingston City Court Act purportedly governs the creation of, powers of, and operation of the Kingston City Court.

By Constitutional Amendment in 1961, the State of New York created the NYS Unified Court System. By that legislation, together with related legislation the State of New York Office of Court Administration assumed administration of the Kingston City Court.

In the opinion of the writer, the State legislation pre-empted entirely the provisions contained within Chapter A406 of the City Code.

For your edification, I will give you several examples of how this state action made the

Kingston City Court Act inapplicable:

1. Chapter A406-2 and A406-3 provide for a City Court Judge having a term of four (4) years and a Special City Court Judge who sits only in the event of illness, absence, disability or disqualification of the City Judge.

Pursuant to Uniform City Court Act § 2104, there are two (2) full time Kingston City Court Judges, each has a term of ten (10) years.

2. Chapter A406-4 indicates that the judicial salaries shall be set by local legislative body (i.e. Kingston Common Council)

Pursuant to Judiciary Law § 221-1 however, the salary of the Judges is set by a quadrennial salary commission and ratified by the New York State legislature

3. Chapter A406-8 sets forth the employees of Kingston City Court together with their duties and powers.

Chapter A406-9 - Compensation of employees of the Court shall be fixed by locale legislative body.

Pursuant to Judiciary Law §211, the state has power with respect to all personnel practices affecting non-judicial personnel including: title structure, job definition, classification, qualifications, appointments, promotion, transfers, leaves of absence, resignations and reinstatements, performance ratings, removal, sick leaves, vacations and time allowances.

Despite these obvious pre-emptions, the City has not repealed the Kingston City Court Act. I can only assume that this is an oversight.

I broach this matter now because the Court has received several communications of late from Court users seeking information regarding the services of the City Marshal. Those callers indicated that they were referred to the Court by an employee or employees of the City of Kingston,

It is the position of this Court that the Judges of the Court have no authority to appoint or terminate any employee of the Court system pursuant to Judiciary Law §211.

At a meeting held on August 8, 2013 which included both Kingston City Court Judges, Mayor Shayne R. Gallo, Sheriff Paul VanBlarcum and Corporation Counsel the matter was discussed. It was my understanding from this meeting that the City of Kingston agreed with this Court's position that we did not have authority to take any action regarding the position of the City Marshall and would be considering action to address Chapter A406 of the Kingston City Code. I recognize that there are matters more pressing than this for city operation, but in the interest of clarity I now formally ask that Chapter A406 of the Kingston City Code be repealed in its entirety.

Mayor Shayne R. Gallo

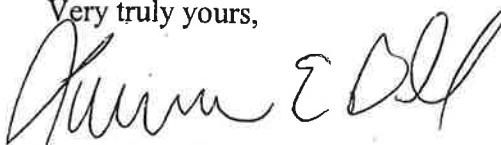
June 1, 2015

Page 3

In the meantime, please be advised that this Court will not exercise any supervision or take any action with respect to the City Marshal or other provisions of Chapter A406 as I am constrained and restricted from said action by the Judiciary Laws of the State of New York. I enclose an opinion of the New York Advisory Committee on Judicial Ethics supporting the Court's position

I suggest that if the City wishes to continue the position of City Marshal that it formulate and enact new legislation accomplishing same. I would note that the position as initially conceived appears to be of an enforcement officer. Positions of that nature are within the ambit of the executive branch of government and are wholly inappropriate for judicial appointment or supervision.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence E. Ball", written in a cursive style.

LAWRENCE E. BALL

Kingston City Court Judge

LEB/pab
enclosure
cc: file

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A JUDGE SHOULD NOT SERVE ON A MAYORAL COMMITTEE THAT WOULD RECRUIT AND RECOMMEND INDIVIDUALS FOR APPOINTMENT AS CITY MARSHALS

New York Advisory Committee on Judicial Ethics January 25, 2007 (Approx. 2 pages)

NY Jud. Adv. Op. 06-178 (N.Y. Adv. Comm. Jud. Eth.), 2007 WL 3037759

New York Advisory Committee on Judicial Ethics

A JUDGE SHOULD NOT SERVE ON A MAYORAL COMMITTEE THAT WOULD RECRUIT AND RECOMMEND INDIVIDUALS FOR APPOINTMENT AS CITY MARSHALS

Opinion 06-178

January 25, 2007

DIGEST: A judge should not serve on a mayoral committee that would recruit and recommend individuals for **appointment as City Marshals**.

***1 Rules:** 22 NYCRR 100.1; 100.2; 100.4(C)(2)(a); Opinions 06-120; 99-100 (Vol. XVIII); 95-144 (Vol. XIII); 94-37 (Vol. XII); 90-63 (Vol. V); O'Day v. Yeager, 308 N.Y. 580 (1955); CPL § 2.10; NYCCC § 1604, 1611, art. 7.

Opinion:

A full-time appellate judge has been asked to serve on a mayor's committee to establish and publish qualifications, recruit and review applicants, and recommend individuals for **appointment as City Marshals**. The judge asks whether it is proper to serve on this mayoral committee.

The **City Marshals** in the instant inquiry hold peace officer status under the definition set forth in section 2.10 of the Criminal Procedure Law. CPL § 2.10(33). Their duties under the New York City Civil Court Act include enforcing court orders, including executions against property, car seizures, evictions and wage garnishments. NYCCC art. 7. They are unsalaried, but collect fees from those who use their services. NYCCC § 1611. A **City Marshal** is an independent officer whose powers are created by statute and who exercises a high degree of independent judgment. Cf. O'Day v. Yeager, 308 N.Y. 580 (1955).

The enabling statute requires **City Marshals** to post a bond to protect the municipality from law suits instituted in performing their duties. NYCCC § 1604. The bulk of their duties are inextricably intertwined with the judicial system. They are often involved in litigation and other controversies arising from the performance of their duties, including court actions challenging the actions they take in performance of their duties, and other claims of malfeasance or nonfeasance.

The public's confidence in the integrity and impartiality of the judiciary could be impaired if a **City Marshal** whose conduct is in issue appears before a judge who was involved in the process that led to that **Marshal's** recruitment, selection and **appointment**. 22 NYCRR 100.1; 100.2. In addition, this Committee has previously determined that judges should avoid involvement with controversial public issues. Opinions 95-144 (Vol. XIII); 90-63 (Vol. V).

This Committee previously determined that it would be inappropriate for a full-time judge to serve on a mayor's committee to encourage the legislature to mandate drug testing of students, or on a committee to recommend individuals for **appointment** by the mayor to various judicial vacancies. Opinions 06-120; 94-37 (Vol. XII). This Committee also determined that a judge should not recommend individuals for **appointment** to the municipal charter revision commission, because that commission did not involve the law, the legal system or the administration of justice. 22 NYCRR 100.4(C)(2)(a); Opinion 99-100 (Vol. XVIII).

***2** Therefore, a judge should not serve on a mayor's committee which, among other things, recommends individuals for potential **appointment as City Marshals**.

NY Jud. Adv. Op. 06-178 (N.Y. Adv. Comm. Jud. Eth.), 2007 WL 3037759

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SELECTED TOPICS

Officers and Public Employees

Appointment, Qualification, and Tenure
Removal of Disloyal Federal Civil Service
Employee Veterans Preference Act

Secondary Sources

Constitutionality of state veterans' public employment preference laws

161 A.L.R. 494 (Originally published in 1946)

...The purpose of the present annotation is to consider questions involving the constitutionality of state statutes granting preferences to war veterans with respect to public employment. The annotation s...

Character of service or connection with military or naval service necessary to entitle one to benefit of veterans' preference statute in relation to civil service

87 A.L.R. 1002 (Originally published in 1933)

...In the reported case (Dunn v. Commissioner of Civil Service (Mass.) ante, 998) the court holds that in passing a statute requiring the civil service commission, in making appointments to office and in ...

§ 12-136. Preference in appointments; veterans

3 McQuillin Mun. Corp. § 12-136 (3d ed.)

...Laws often provide with respect to appointment, promotion and retention in public office or public employment that preference be given to electors of the state and city, to those who have long served i...

See More Secondary Sources

Briefs

Brief for the Petitioners.

1951 WL 82207
Brannan v. Elder
Supreme Court of the United States.
March 19, 1951

...Note: Table of Authorities page numbers missing in original document The opinion of the District Court (R. 72) is not reported. The opinion of the Court of Appeals for the District of Columbia (R. 88) ...

Brief for Charles F. Brannan, Secretary of Agriculture

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Section 100.1. A judge shall uphold the integrity and independence of the judiciary

22 NY ADC 100.1 COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK (Approx. 3 pages)

Compilation of Codes, Rules and Regulations of the State of New York Currentness

Title 22. Judiciary

Subtitle A. Judicial Administration.

Chapter I. Standards and Administrative Policies

Subchapter C. Rules of the Chief Administrator of the Courts

Part 100. Judicial Conduct (Refs & Annos)

22 NYCRR 100.1

**Section 100.1. A judge shall uphold the integrity and independence of the
judiciary**

An independent and honorable judiciary is indispensable to justice in our society. A judge should participate in establishing, maintaining and enforcing high standards of conduct, and shall personally observe those standards so that the integrity and independence of the judiciary will be preserved. The provisions of this Part are to be construed and applied to further that objective.

Credits

Sec. filed Aug. 1, 1972; renum. 111.1, new added by renum. and amd. 33.1, filed Feb. 2, 1982; repealed, new filed Feb. 1, 1996 eff. Jan. 1, 1996.

Current with amendments included in the New York State Register, Volume XXXVII, Issue 21, dated May 27, 2015.

22 NYCRR 100.1, 22 NY ADC 100.1

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Section 100.2. A judge shall avoid impropriety and the appearance of impropriety in all of the judge's activities
22 NY ADC 100.2 COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK (Approx. 3 pages)

Compilation of Codes, Rules and Regulations of the State of New York Currentness

Title 22. Judiciary

Subtitle A. Judicial Administration.

Chapter I. Standards and Administrative Policies

Subchapter C. Rules of the Chief Administrator of the Courts

Part 100. Judicial Conduct (Refs & Annos)

22 NYCRR 100.2

**Section 100.2. A judge shall avoid impropriety and the appearance of
impropriety in all of the judge's activities**

(A) A judge shall respect and comply with the law and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

(B) A judge shall not allow family, social, political or other relationships to influence the judge's judicial conduct or judgment.

(C) A judge shall not lend the prestige of judicial office to advance the private interests of the judge or others; nor shall a judge convey or permit others to convey the impression that they are in a special position to influence the judge. A judge shall not testify voluntarily as a character witness.

(D) A judge shall not hold membership in any organization that practices invidious discrimination on the basis of age, race, creed, color, sex, sexual orientation, religion, national origin, disability or marital status. This provision does not prohibit a judge from holding membership in an organization that is dedicated to the preservation of religious, ethnic, cultural or other values of legitimate common interest to its members.

Credits

Sec. filed Aug. 1, 1972; renum. 111.2, new added by renum. and amd. 33.2, filed Feb. 2, 1982; repealed, new filed Feb. 1, 1996 eff. Jan. 1, 1996.

Current with amendments included in the New York State Register, Volume XXXVII, Issue 21, dated May 27, 2015.

22 NYCRR 100.2, 22 NY ADC 100.2

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5:00 PM Next

Section 100.4. A judge shall so conduct the judge's extra-judicial activities as to minimize the risk of conflict with j...
22 NY ADC 100.4 COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK (Approx. 8 pages)

Compilation of Codes, Rules and Regulations of the State of New York Currentness
Title 22. Judiciary
Subtitle A. Judicial Administration.
Chapter I. Standards and Administrative Policies
Subchapter C. Rules of the Chief Administrator of the Courts
Part 100. Judicial Conduct (Refs & Annos)

22 NYCRR 100.4

Section 100.4. A judge shall so conduct the judge's extra-judicial activities
as to minimize the risk of conflict with judicial obligations

(A) *Extra-judicial activities in general.* A judge shall conduct all of the judge's extra-judicial activities so that they do not:

- (1) cast reasonable doubt on the judge's capacity to act impartially as a judge;
- (2) detract from the dignity of judicial office; or
- (3) interfere with the proper performance of judicial duties and are not incompatible with judicial office.

(B) *Avocational activities.* A judge may speak, write, lecture, teach and participate in extra-judicial activities subject to the requirements of this Part.

(C) *Governmental, civic, or charitable activities.*

(1) A full-time judge shall not appear at a public hearing before an executive or legislative body or official except on matters concerning the law, the legal system or the administration of justice or except when acting *pro se* in a matter involving the judge or the judge's interests.

(2)

(a) A full-time judge shall not accept appointment to a governmental committee or commission or other governmental position that is concerned with issues of fact or policy in matters other than the improvement of the law, the legal system or the administration of justice. A judge may, however, represent a country, state or locality on ceremonial occasions or in connection with historical, educational or cultural activities.

(b) A judge shall not accept appointment or employment as a peace officer or police officer as those terms are defined in section 1.20 of the Criminal Procedure Law.

(3) A judge may be a member or serve as an officer, director, trustee or non-legal advisor of an organization or governmental agency devoted to the improvement of the law, the legal system or the administration of justice or of an educational, religious, charitable, cultural, fraternal or civic organization not conducted for profit, subject to the following limitations and the other requirements of this Part.

(a) A judge shall not serve as an officer, director, trustee or non-legal advisor if it is likely that the organization:

(i) will be engaged in proceedings that ordinarily would come before the judge;
or

(ii) if the judge is a full-time judge, will be engaged regularly in adversary proceedings in any court.

(b) A judge as an officer, director, trustee or non-legal advisor, or a member or otherwise:

- (i) may assist such an organization in planning fund-raising and may participate in the management and investment of the organization's funds, but shall not personally participate in the solicitation of funds or other fund-raising activities;
- (ii) may not be a speaker or the guest of honor at an organization's fund-raising events, but the judge may attend such events. Nothing in this subparagraph shall prohibit a judge from being a speaker or guest of honor at a court employee organization, bar association or law school function or from accepting at another organization's fund-raising event an unadvertised award ancillary to such event;
- (iii) may make recommendations to public and private fund-granting organizations on projects and programs concerning the law, the legal system or the administration of justice; and
- (iv) shall not use or permit the use of the prestige of judicial office for fund-raising or membership solicitation, but may be listed as an officer, director or trustee of such an organization. Use of an organization's regular letterhead for fund-raising or membership solicitation does not violate this provision, provided the letterhead lists only the judge's name and office or other position in the organization, and, if comparable designations are listed for other persons, the judge's judicial designation.

(D) *Financial activities.*

- (1) A judge shall not engage in financial and business dealings that:
 - (a) may reasonably be perceived to exploit the judge's judicial position;
 - (b) involve the judge with any business, organization or activity that ordinarily will come before the judge; or
 - (c) involve the judge in frequent transactions or continuing business relationships with those lawyers or other persons likely to come before the court on which the judge serves.
- (2) A judge, subject to the requirements of this Part, may hold and manage investments of the judge and members of the judge's family, including real estate.
- (3) A full-time judge shall not serve as an officer, director, manager, general partner, advisor, employee or other active participant of any business entity, except that:
 - (a) the foregoing restriction shall not be applicable to a judge who assumed judicial office prior to July 1, 1965, and maintained such position or activity continuously since that date; and
 - (b) a judge, subject to the requirements of this Part, may manage and participate in a business entity engaged solely in investment of the financial resources of the judge or members of the judge's family; and
 - (c) any person who may be appointed to fill a full-time judicial vacancy on an interim or temporary basis pending an election to fill such vacancy may apply to the Chief Administrator of the Courts for exemption from this paragraph during the period of such interim or temporary appointment.
- (4) A judge shall manage the judge's investments and other financial interests to minimize the number of cases in which the judge is disqualified. As soon as the judge can do so without serious financial detriment, the judge shall divest himself or herself of investments and other financial interests that might require frequent disqualification.
- (5) A judge shall not accept, and shall urge members of the judge's family residing in the judge's household not to accept, a gift, bequest, favor or loan from anyone except:
 - (a) a gift incident to a public testimonial, books, tapes and other resource materials supplied by publishers on a complimentary basis for official use, or an invitation to the judge and the judge's spouse or guest to attend a bar-related function or an activity devoted to the improvement of the law, the legal system or the administration of justice;

(b) a gift, award or benefit incident to the business, profession or other separate activity of a spouse or other family member of a judge residing in the judge's household, including gifts, awards and benefits for the use of both the spouse or other family member and the judge (as spouse or family member), provided the gift, award or benefit could not reasonably be perceived as intended to influence the judge in the performance of judicial duties;

(c) ordinary social hospitality;

(d) a gift from a relative or friend, for a special occasion such as a wedding, anniversary or birthday, if the gift is fairly commensurate with the occasion and the relationship;

(e) a gift, bequest, favor or loan from a relative or close personal friend whose appearance or interest in a case would in any event require disqualification under section 100.3(E) of this Part;

(f) a loan from a lending institution in its regular course of business on the same terms generally available to persons who are not judges;

(g) a scholarship or fellowship awarded on the same terms and based on the same criteria applied to other applicants; or

(h) any other gift, bequest, favor or loan, only if: the donor is not a party or other person who has come or is likely to come or whose interests have come or are likely to come before the judge; and if its value exceeds \$150.00, the judge reports it in the same manner as the judge reports compensation in subdivision (H) of this section.

(E) *Fiduciary activities.*

(1) A full-time judge shall not serve as executor, administrator or other personal representative, trustee, guardian, attorney in fact or other fiduciary, designated by an instrument executed after January 1, 1974, except for the estate, trust or person of a member of the judge's family, or, with the approval of the Chief Administrator of the Courts, a person not a member of the judge's family with whom the judge has maintained a longstanding personal relationship of trust and confidence, and then only if such services will not interfere with the proper performance of judicial duties.

(2) The same restrictions on financial activities that apply to a judge personally also apply to the judge while acting in a fiduciary capacity.

(3) Any person who may be appointed to fill a full-time judicial vacancy on an interim or temporary basis pending an election to fill such vacancy may apply to the Chief Administrator of the Courts for exemption from paragraphs (1) and (2) of this subdivision during the period of such interim or temporary appointment.

(F) *Service as arbitrator or mediator.* A full-time judge shall not act as an arbitrator or mediator or otherwise perform judicial functions in a private capacity unless expressly authorized by law.

(G) *Practice of law.* A full-time judge shall not practice law. Notwithstanding this prohibition, a judge may act *pro se* and may, without compensation, give legal advice to a member of the judge's family.

(H) *Compensation, reimbursement and reporting.*

(1) Compensation and reimbursement. A full-time judge may receive compensation and reimbursement of expenses for the extra-judicial activities permitted by this Part, if the source of such payments does not give the appearance of influencing the judge's performance of judicial duties or otherwise give the appearance of impropriety, subject to the following restrictions:

(a) Compensation shall not exceed a reasonable amount nor shall it exceed what a person who is not a judge would receive for the same activity.

(b) Expense reimbursement shall be limited to the actual cost of travel, food and lodging reasonably incurred by the judge and, where appropriate to the occasion, by the judge's spouse or guest. Any payment in excess of such an amount is compensation.

(c) No full-time judge shall solicit or receive compensation for extra-judicial activities performed for or on behalf of: (1) New York State, its political subdivisions or any office or agency thereof; (2) school, college or university that is financially supported primarily by New York State or any of its political subdivisions, or any officially recognized body of students thereof, except that a judge may receive the ordinary compensation for a lecture or for teaching a regular course of study at any college or university if the teaching does not conflict with the proper performance of judicial duties; or (3) any private legal aid bureau or society designated to represent indigents in accordance with article 18-B of the County Law.

(2) Public reports. A full-time judge shall report the date, place and nature of any activity for which the judge received compensation in excess of \$150, and the name of the payor and the amount of compensation so received. Compensation or income of a spouse attributed to the judge by operation of a community property law is not extra-judicial compensation to the judge. The judge's report shall be made at least annually and shall be filed as a public document in the office of the clerk of the court on which the judge serves or other office designated by law.

(l) *Financial disclosure.* Disclosure of a judge's income, debts, investments or other assets is required only to the extent provided in this section and in section 100.3(F) of this Part, or as required by Part 40 of the Rules of the Chief Judge (22 NYCRR Part 40), or as otherwise required by law.

Credits

Sec. filed Aug. 1, 1972; amd. filed Nov. 26, 1976; renum. 111.4, new added by renum. and amd. 33.4, filed Feb. 2, 1982; repealed, new filed Feb. 1, 1996; amds. filed: Feb. 27, 1996; Feb. 9, 1998 eff. Jan. 23, 1998. Amended (C)(3)(b)(ii).

Current with amendments included in the New York State Register, Volume XXXVII, Issue 21, dated May 27, 2015.

22 NYCRR 100.4, 22 NY ADC 100.4

End of Document

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A.

The New York State Judiciary (officially, the New York State Unified Court System) is a branch of the government of the state of New York as defined by the Constitution of the State of New York, NY Constitution article VI (a), which states, "[T]he unified court system for the state shall [also] include the district, town, city and village courts outside the city of New York, as hereinafter provided." (Adopted Nov. 7, 1961, eff. Sept. 1, 1962. Amended Nov. 6, 2001, eff. Jan. 1, 2002).

~~NY Constitution article VI, Section 17 further states that the city courts shall have the jurisdiction "prescribed by the [New York State] legislature" and "regulate such courts, establish uniform jurisdiction, practice and procedure for city courts outside the city of New York."~~

B.

Additionally, the number of the judges of each of city court and the classification and duties of the judges shall be "prescribed by the legislature." Pursuant to Uniform City Ct Act §2104, there are two (2) full-time Kingston City Court judges, each having a term of ten (10) years.

C.

Pursuant to Judiciary Law § 221-I, Salary of judges of the city courts outside the city of New York, the salary of the judges is set by quadrennial salary commission and ratified by the New York State legislature.

Also

A judge is prevented from appointing a city marshal by the New York Advisory Committee on Judicial Ethics (NY Jud. Adv. Op. 06-178 (N.Y.Adv.Comm.Jud.Eth.), 2007 WL 3037759 “

A JUDGE SHOULD NOT SERVE ON A MAYORAL COMMITTEE THAT WOULD RECRUIT AND RECOMMEND INDIVIDUALS FOR APPOINTMENT AS CITY MARSHALS).

While this question was raised with regard to New York City marshals, the judicial ethics issues remain the same for city judges outside New York City as well (see attached opinion and sections from NYCRR).

PS/66

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

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

July 2, 2020

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

RE: Wilbur Avenue at Dunn Street

Dear President Shaut:

At the request of Alderman Tallerman, I evaluated this location for removal of the STOP sign for southbound traffic at this location.

The Alderman's request is to eliminate the STOP sign for vehicles that are southbound on Wilbur at Dunn. This is a non-standard intersection with multiple streets coming together at one point (Dunn, Davis, Wilbur and Rodney). My recommendation is as follows:

Revise the Code Chapter 390 Vehicles and Traffic as follows:

Remove from 390-92 Schedule IX: Stop intersections:

- Wilbur at Dunn Southbound

Add to 390-92 Schedule IX: Stop intersections:

- Dunn at Abeel (note, sign is installed but not in the Code.)
- Davis at Wilbur (note, sign is installed but not in the Code.)
- Rodney at Dunn
- Wilbur northbound at Davis

Please forward this request for consideration at Public Safety / General Government.

I plan to attend the meeting of the committee so that I may answer any questions that arise.

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

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

Respectfully,

John M. Schultheis, P.E.
City Engineer

Cc: Don Tallerman, Ward 5

PS/66

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

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

June 30, 2020

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

RE: Removal of 11 Traffic Signals, various locations

Dear President Shaut:

A project has been underway since 2018 to study traffic signals at the following locations:

1. Washington Avenue at Linderman Avenue
2. Washington Avenue at Pearl Street
3. Washington Avenue at Main Street
4. Wall Street at Pearl Street
5. Fair Street at Pearl Street
6. Clinton Avenue at St. James Street
7. Clinton Avenue at Franklin Street
8. Clinton Avenue at Henry Street
9. Fair Street at St. James Street
10. Foxhall Avenue at Grand Street and Shufeldt Street
11. East Chester Street at Lincoln Street

Based on the conclusions of the engineering report prepared by Creighton Manning, dated March 31, 2020, the signals at these 11 locations do not meet the warrants for signalization and the signals can be removed and replaced with all-way stop conditions in each case. A copy of the report is available in my office and on the website of the Ulster County Transportation Council at the following link:
<https://ulstercountyny.gov/transportation-council/active-studies/kingston-traffic-signal>

It is my recommendation that this signal removal be implemented as per the recommendations of the report. Doing so will have many benefits to the City and the general public, especially given the age of the signal equipment and difficulty in maintaining these signals with obsolete analog controls. Further, they do not offer the ability to incorporate modern signal features such as pedestrian push buttons and features that would be required in modern signals such as multiple signal heads in each direction. Unwarranted signals also have the undesirable effect of decreasing the public's respect for traffic control devices generally.

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

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

Therefore, my request is that the Common Council amend the Code as follows:

Amend 390-84 Schedule I: Traffic Signals to delete the 11 intersections listed above, and
Amend 390-92 Schedule IX: Stop Intersections to add the 11 intersections listed above as All-way Stop intersections

Please forward this request for consideration at Public Safety / General Government.

I plan to attend the meeting of the committee so that I may answer any questions that arise.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Schultheis", is written over a faint, larger signature that looks like "J. A.".

John M. Schultheis, P.E.
City Engineer

Cc: Steve Noble, Mayor
Ed Norman, Superintendent, Department of Public Works

PS/66

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

John M. Schultheis, P.E. City Engineer
Edward Norman, Public Works Superintendent



Steven T. Noble, Mayor

REQUEST FOR EVALUATION
TRAFFIC CONTROL OR PARKING CONTROL

Date: 6/12/2020

Location: S. Wall St. Cross Street: Brook St

Ward: 5 Alderman: Tallerman

Request Submitted by:

Name: Tallerman
Address/Phone: 917-318-7400
Email: _____

Describe Concern: (Attach additional sheet if necessary) Remove "traffic calming"
Stop signs

Check All That Apply

Signalized Intersection	Yes: ☐	No: ☐
Crosswalk	Yes: ☐	No: ☐
Traffic Control or Signal Marking	Add: ☐	Remove: ☒
Parking Controls	Add: ☐	Remove: ☐

Other

Describe: Remove 2 traffic calming
stop signs at
intersection

Describe attachments to this document: _____

FOR OFFICE USE ONLY:

Received by:

Date Received:

Reviewed	City Engineer	Approved: ☐	Denied: ☒	N/A: ☐
	Public Works	Approved: ☐	Denied: ☐	N/A: ☐
	Other	Approved: ☐	Denied: ☐	N/A: ☐

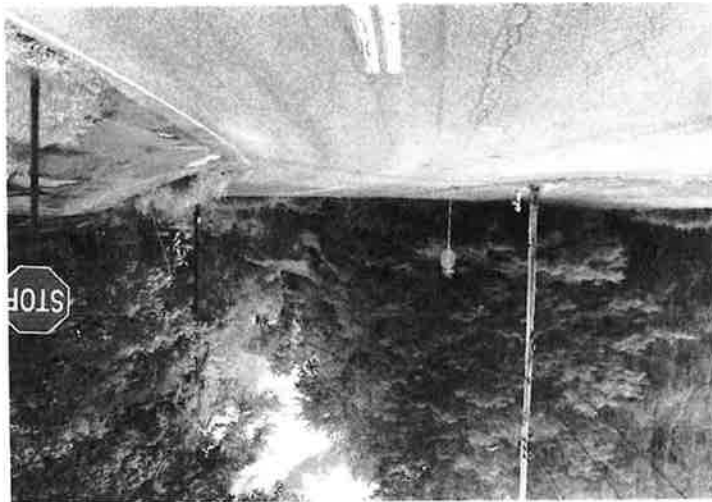
Recommendations: Change not recommended due to limited
sight distance for NW Bound Traffic.
John Schultheis, City Engineer. 7/2/2020

Remove "traffic calming" stop signs
- S. Wall Street & Brook Street



Southbound





Northbound

PS/66

Tinti, Elisa

From: Worthington, Rita
Sent: Tuesday, June 16, 2020 12:39 PM
To: Tinti, Elisa
Cc: Shaut, Andrea; Davis, Tony
Subject: Fw: [EXTERNAL EMAIL] Parking @ 97 Saint James

Hi Elisa:

Please forward the following correspondence to Public Safety to be attached to request previously submitted.

Thank you.
Rita Worthington
Ward 4

From: Julian | Seek North <julian@seeknorth.com>
Sent: Tuesday, June 16, 2020 11:38 AM
To: Worthington, Rita
Cc: Philippe Trinh
Subject: [EXTERNAL EMAIL] Parking @ 97 Saint James

Good morning Rita,

Thank you for taking the time to take my call last week. As I mentioned, my partner and I own a kombucha company, Seek North Kombucha (Website url: www.seeknorth.com), and our office is at 97 Saint James Street. The home is owned by our LLC.

Since we have merchandise stored at our office, we're constantly delivering product and if our parking space is not available in front of home/office, then it becomes a very labor-intensive job of carrying numerous boxes to/from the next nearby parking space.

Seek North also has many client meetings, employee meetings etc and not having convenient parking in front of our house/office makes can make it troublesome for our clients and to keep our schedules and meetings on time.

We're asking if we could secure the two parking spots in front of our home, reserved for business use. There are only two spots (from the corner to the driveway of the next home). These 2 spots could be used as both a loading zone and for customer parking. Our business hours and delivery times vary so if it can be open-ended that would be great (we deliver mon, tues, wed, thurs, fri, sat and Sunday) as well we have meetings throughout the week (7 days a week).

Let me know if you have any questions or how we can proceed with the above. You had mentioned a city planning call we might be able to join or video conference into. Keep me posted. Thanks in advance for your help.

Thanks,

Julian Lesser

--

--

JULIAN LESSER

CEO & CO-FOUNDER

SEEKNORTH.COM

e: JULIAN@SEEKNORTH.COM

t: 914.426.2939

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Kingston Common Council Agenda Item Report

Meeting Date: July 7, 2020

Submitted by: Elisa Tinti

Submitting Department: Common Council

Item Type: Informational Purposes

Agenda Section:

Subject:

Proposed Legislation

Suggested Action:

Attachments:

[20200707105611.pdf](#)

LEGISLATION LIST- JULY 2020

RESOLUTION 106- SUPPORTING THE DEVELOPMENT WORKFORCE
MIXED USE HOUSING ON UNDERUTILIZED LANDS ON GOLDEN HILL

RESOLUTION 107- BUDGETARY AMENDMENT IN THE SHADE TREE
ACCOUNT FOR \$600.00

RESOLUTION 108-BUDGETARY TRANSFER IN THE PARKS AND
RECREATION DEPARTMENT TO COMPLETE PLAYGROUND UPGRADES
TO BARMAN PARK IN THE AMOUNT OF \$70,000.00

RESOLUTION 109-AUTHORIZING THE SETTLEMENT OF THE TAX
REVIEW PROCEEDINGS FOR PROPERTY LOCATED AT 397 WILBUR
AVE.

RESOLUTION 110- AUTHORIZING THE ALLOCATION OF EMERGENCY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE
AMOUNT OF \$440,426.00

RESOLUTION 111- REMOVING HANDICAP PARKING ON BREWSTER
STREET

RESOLUTION 112- REMOVING HANDICAP PARKING ON RAVINE
STREET

RESOLUTION 113- ADDING HANDICAP PARKING ON RAVINE STREET

RESOLUTION 114- BUDGETARY TRANSFER FOR FACILITIES
IMPROVEMENTS TO THE RONDOUT NEIGHBORHOOD CENTER IN THE
AMOUNT OF \$30,000.00

RESOLUTION 115 OF 2020- AUTHORIZING EARLY RETIREMENT
INCENTIVE PROGRAM FOR ELIGIBLE MEMBERS WHO ARE COVERED
BY THE CSEA COLLECTIVE BARGAINING AGREEMENT

RESOLUTION 116 OF 2020- AUTHORIZING THE ADOPTING OF
GUIDELINES AND PRACTICES FOR POLICE ACCOUNTABILITY
PROCESS AND COMMUNITY REPRESENTATION ON THE POLICE
COMMISSION OF KINGSTON

RESOLUTION 117- ISSUING A NEGATIVE DECLARATION IN CONNECTION WITH THE KINGSTON OPEN SPACE PLAN

RESOLUTION 118- AUTHORIZING THE REPEAL OF A PORTION OF UNUSED BOND ORDINANCE FOR HE COMPLETED ABEEL STREET RECONSTRUCTION AND GREENKILL AVENUE BRIDGE PROJECTS

RESOLUTION 119-AUTHORIZING THE MAYOR TO EXPEND UP TO \$314,500.00 FROM THE RECREATION TRUST FUND FOR PARKS AND RECREATION CAPITAL PROJECTS

RESOLUTION 120- AMENDING SECTION 373-5 TREE COMMISSION; CREATION; TERM OF OFFICE OF THE CODE OF THE CITY OF KINGSTON

RESOLUTION 121- AMENDING SECTION OF THE CODE, CHAPTER 370-16 FOR THE INCLUSION OF THE FEE SCHEDULE AS SET FORTH BY THE FINANCE & AUDIT COMMITTEE

RESOLUTION 122- RECOMMENDING APPROVAL FOR MODIFICATION TO THE ASSESSOR'S BUDGET

RESOLUTION 106 OF 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, SUPPORTING THE DEVELOPMENT WORKFORCE MIXED USE HOUSING ON UNDERUTILIZED LANDS ON GOLDEN HILL

Sponsored By: Sponsored by: Laws and Rules Committee:
Alderman Ventura Morell, Scott-Childress,
O'Reilly, Worthington, Tallerman

WHEREAS, the City of Kingston has adopted the Kingston 2025 Comprehensive Plan that speaks to the need to create affordable housing on a city-wide level; and

WHEREAS, the City of Kingston, in response to the adoption of the Kingston 2025 Plan, is considering several initiatives to bring the City's codes into alignment with the recommendations within that Plan; and

WHEREAS, the existing County-owned Golden Hill property is currently regulated for use as low density single family development that does not reflect its current use nor its potential for development; and

WHEREAS, the underutilized lands on Golden Hill could assist in addressing the housing issues identified in the Kingston 2025 Plan; and

WHEREAS, reuse of areas on Golden Hill for housing would be in harmony with existing uses on the site and consistent with the intensity of the use that occurred from the jail facility that once operated on Golden Hill, and

WHEREAS, The City is desirous of seeing underutilized properties in the City be used to benefit the City and the area in which they are situated, and

WHEREAS, the former jail site on Golden Hill may offer the opportunity to create residential opportunities within a range of income levels in the County and available to all generations thereby providing housing for lower income households, and meeting affordable workforce housing needs; and

WHEREAS, detailed issues concerning the environment and infrastructure will remain under the City's purview and could be addressed should development move forward; now, therefore, be it

RESOLVED, that the City of Kingston recognizes that the current regulatory scheme for Golden Hill is unsuited to its existing uses and unresponsive to the potential for development and the overall intent of the City's adopted comprehensive plan; and be it further,

RESOLVED, that the City of Kingston pledges to work cooperatively with the County should it decide to move forward and utilized its lands on Golden Hill to assist the City and the County meeting the housing needs of the community.

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

SECTION-1. That the Common Council of the City of Kingston New York supports the development of workforce mixed use housing on underutilized lands of Golden Hill

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

Submitted to the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this ____ day of _____, 2020

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

**LAWS & RULES
COMMITTEE REPORT**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

DEVELOPER QUALIFICATIONS & SITE CONCEPTS – GOLDEN HILL**SOQXX-XXX****Page 19**

ATTACHMENT A
PROPERTY DETAILS – GOLDEN HILL SITE

OWNERSHIP County of Ulster

MUNICIPALITY City of Kingston

SITE ADDRESS Golden Hill Drive Kingston, New York 12401

NUMBER OF PARCELS 1

TAX ID # 56.40-1-19.300 (portion)

SIZE 7.4 $\pm$ acres (subdivision required)

ZONING RRR- One- Family Residence District
Primarily single family residential district allowable uses also include general hospitals, nursing facilities, family and adult care facilities. Height limitation is 35 ft. or three stories. Lot coverage (buildings) 25% of lot area.

COMPREHENSIVE PLAN "Concentrating density in the established urban cores is a sustainable practice that should promote health and decrease energy usage. Allowing a mix of uses in these higher density areas will further reduce travel times and energy expenditure and promote walking. Form-based codes and aesthetic requirements should promote maintaining neighborhood and area character, while minimizing bureaucratic delay and unnecessary regulation. Promoting affordable housing and accessibility throughout the entire city should promote social justice and reduce undue concentrations of poverty in particular areas of the City."

WATER SUPPLY City of Kingston Municipal Water - Note: the County maintains a water supply system for its facilities on Golden Hill – this is a subsequent municipal supply to the Kingston System – capital needs for this system are shared among users.

SEWER City of Kingston municipal sewer – charges are based on water use.

ELECTRIC Central Hudson – three phase available at the site

NATURAL GAS Central Hudson - gas available at the site

CURRENT USE Vacant, storage Board of Election, & DPW, and limited county offices – relocation of these facilities will be necessary

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

DEVELOPER QUALIFICATIONS & SITE CONCEPTS – GOLDEN HILL**SOQXX-XXX****Page 20**

ENVIRONMENTAL Site includes the former Ulster County Jail. A detailed hazardous material inspection has been completed and will be made available on request. In summary, the former jail contains asbestos floor tiles and some lead based paint (demolition of this building is contemplated).

LOCATION AMENITIES Available hourly transit, proximity to mental health facility, and private nursing and rehabilitation facility, site views to the Catskills, Empire State Trail fronts the Golden Hill Site.

CENSUS TRACT 9522

ADJACENT USES Health Related to Facilities, Transit Facility

OTHER FEATURES Site is positioned in a key location in the City of Kingston to provide for higher density housing in character with the existing buildings and services on the site. Site infrastructure, including utilities and site access is in place and robust transit options are available. The site offers amazing views to the Catskills and while topography is a challenge environmental issues such as wetlands, archeological, and community character are not.

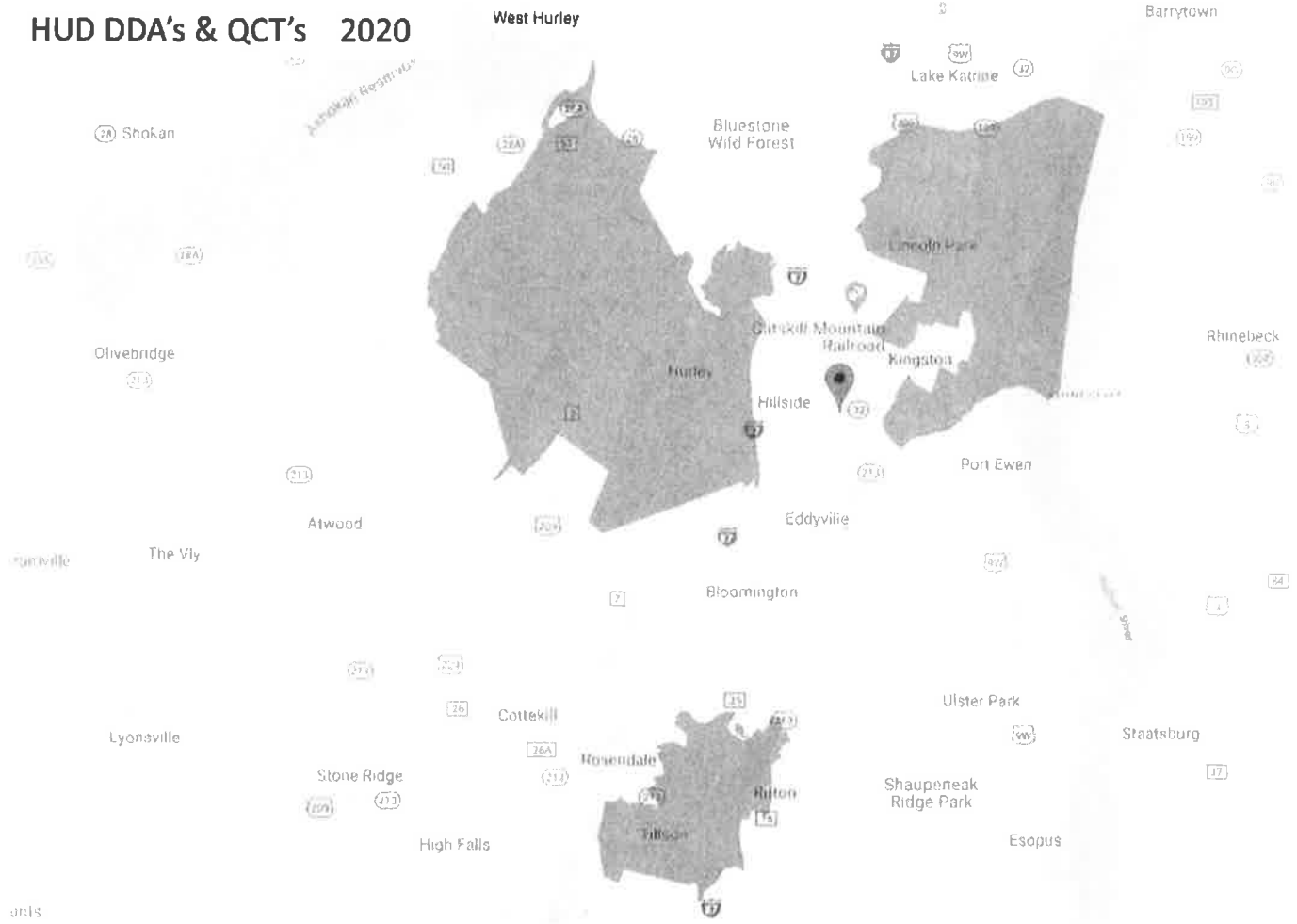
Resource Links

City of Kingston Zoning Statute [Link](#)

City of Kingston 2025 Comprehensive Plan [Link](#)

Ulster County Housing Strategies [Link](#)

HUD DDA's & QCT's 2020



Existing Parcel – 41 acres



Anticipated Subdivision

Approx. 15.7 acres - useable area approx. 6.0 ac.

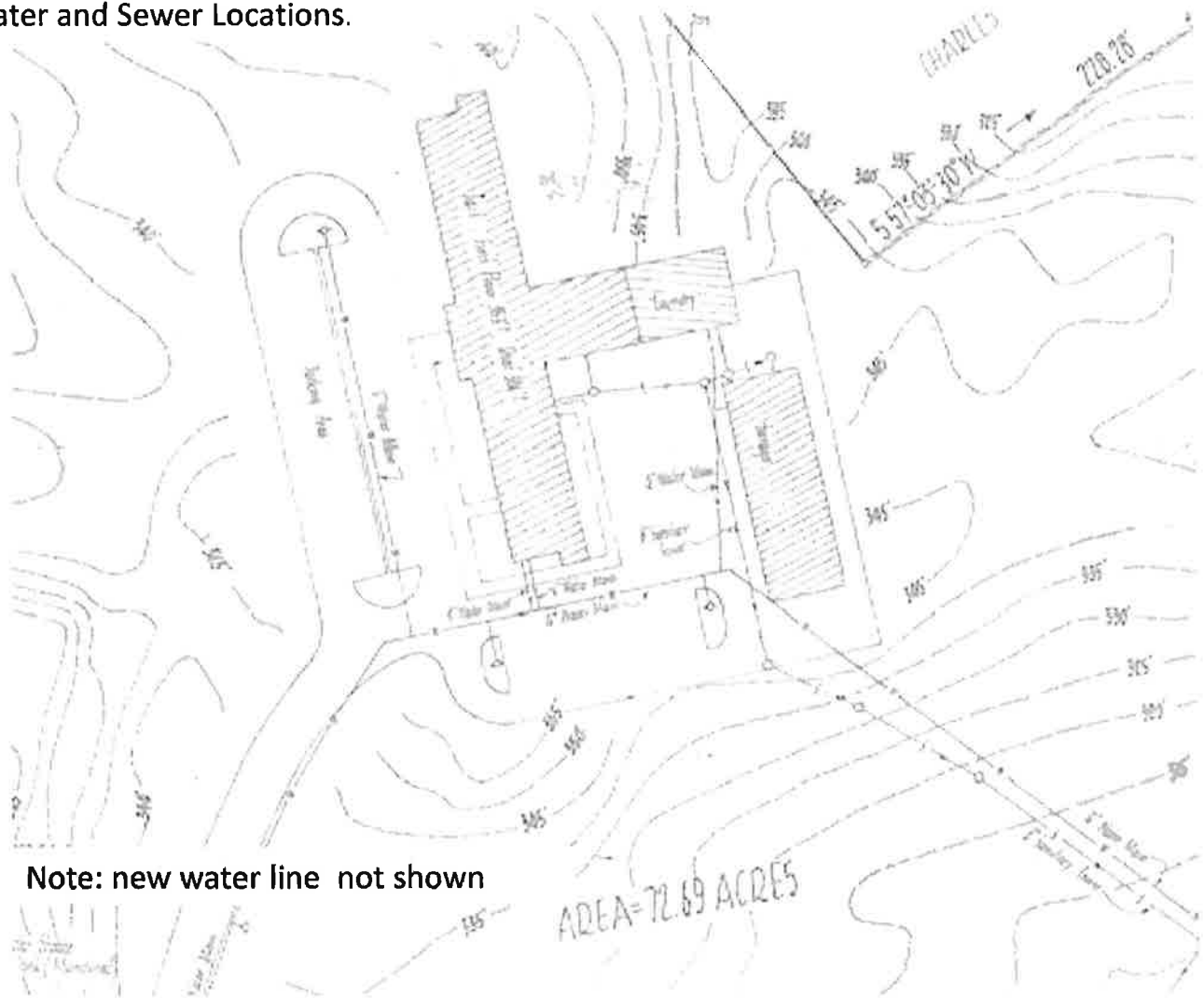


Site Contours





Water and Sewer Locations.



Site Zoom



RESOLUTION 107 OF 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK AUTHORIZING A BUDGETARY AMENDMENT IN THE SHADE TREE ACCOUNT IN THE AMOUNT OF \$600.00

Sponsored By: Sponsored by: Finance/Audit Committee: Alderman
Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, the Tree Commission has requested a budgetary amendment in the amount of \$600.00 to pay the expense of a local tree arborist to

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION-1. That the sum of \$600.00 be transferred as follows;

FROM:	A1.8.8560.14.5472	Contracted Services	\$600.00
TO:	A1.8.8560.22.42770	Unclassified revenue	\$600.00

Submitted to the Mayor this ____ day of
_____, 2020

Approved by the Mayor this ____ day of
_____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

CITY OF KINGSTON
Kingston Planning
planning@kingston-ny.gov

Fin

Suzanne Cahill, Planning Director
Kyla Dedea, Assistant Planner



Steven T. Noble, Mayor

May 21, 2020

Ald. At Large Andrea Shaut, Pres.
City of Kingston Common Council
City Hall – 420 Broadway
Kingston, New York 12401

Re: FY 2020 Budget Amendment – Shade Tree Account (A1-8560)

Dear Pres. Shaut:

In late April of this year, a local business truck hit and damaged a city street tree located at 221 West Chestnut Street. The incident was reported to our Department as we oversee the Tree Commission. A local certified arborist who is a member of our Tree Commission was asked to inspect the damage to the tree and provide a recommended course of action. This task was completed and we subsequently obtained a quote for the work from a local tree service whom had contracted with the City recently. The quote was then sent on the business along with supporting information and the business has submitted payment to cover the repair costs.

Therefore, this is to request that the City of Kingston Common Council consider the following budget modification to our current FY 2020 Shade Tree account:

INCREASE EXPENDITURE LINE A1-8-8560-14-5472 (Contracted Services).....\$600.00

INCREASE REVENUE LINE A1-8-8560-22-42770 (Other Unclassified Revenue).....\$600.00

With a budget impact of zero, I respectfully ask for your authorization of this amendment. Should there be any questions, you may contact our office.

Thank-you.

Sincerely,


Suzanne Cahill
Planning Director

Cc: Ald. Koop, Chair. Finance
J. Tuey, Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION <u>X</u> ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____

DEPARTMENT: Planning/Shade Trees DATE: 5/21/20

Description:

Authorize FY 2020 Budget Amendment as follows:

INCREASE EXPENDITURE LINE	A1-8-8560-14-5472	\$ 600.00	(Contracted Expenses)
INCREASE REVENUE LINE	A1-8-8560-22-42770	\$ 600.00	(Other Unclassified Revenue)

Estimated Financial Impact: \$ 0 Signature: *Sydney Cahill*

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Michele Hirsch, Ward 9		
Steven Schabot, Ward 8		

RESOLUTION 108 OF 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK AUTHORIZING A BUDGETARY TRANSFER IN THE PARKS AND RECREATION DEPARTMENT TO COMPLETE PLAYGROUND UPGRADES TO BARMAN PARK IN THE AMOUNT OF \$70,000.00

Sponsored By: Sponsored by: Laws and Rules Committee:
Finance/Audit Committee: Alderman Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, the Parks and Recreation Department has requested a budgetary transfer in the amount of \$70,000.00 to complete playground upgrades to Barman Park as part of the CDBG funded grant program

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

SECTION 1. That the sum of \$70,000.00 be transferred as follows;

FROM: A17110.2020 Parks & Rec account

TO: A17110.5301 Parks & Rec Account

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER <u>x</u> _____ BONDING REQUEST _____ OTHER _____

DEPARTMENT: Parks and Recreation DATE: 5/28/2020

Description: Transfer funds in the amount of \$70,000.00 in the 2020 Parks and Recreation budget to complete playground upgrades to Barmann Park as part of the CDBG funded Barmann Park Playground grant projects.

From:
Parks and Recreation Account: A17110.2020

To:
Parks and Recreation Account: A17110.5301

Estimated Financial Impact: \$0 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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Michele Hirsch, Ward 9		
Steven Schabot, Ward 8		

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(Fin)

City of Kingston
Parks and Recreation Department
ltimbrouck@kingston-ny.gov

Steven T. Noble, Mayor



Lynsey Timbrouck, Director

May 29, 2020

Honorable Andrea Shaut
President/Alderman- at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Budget Transfers for CDBG Funded Projects at Barmann Park

Dear President Shaut,

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss a budget transfer to complete playground upgrades to Barmann Park as part of the CDBG funded Barmann Park Playground grant projects.

In 2018 and 2019, the Kingston Parks and Recreation Department received CDBG funding in the amounts of \$50,000 and \$20,000, in Grants B-18-MC-36-0120 and B-19-MC-36-102 respectively, to fund park improvements. To date, these funds have not been expended. We are requesting a budget transfer in the amount of \$70,000 to cover expenses for the project. The transfer would be to increase the Expense line A17110.5301 by \$70,000 and increase the Revenue line A17110.2020 by \$70,000, with \$0 financial impact.

Please feel free to contact me with any questions regarding the project. Thank you for your consideration.

Sincerely,

Lynsey Timbrouck

Director of Recreation
Kingston Parks and Recreation

Cc: Julie Noble
John Tuey

RESOLUTION 109 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING APPROVAL OF THE CONSENT ORDER AND JUDGMENT CORRECTING AND REDUCING THE 2019 AND 2020 ASSESSMENT ROLL FOR SBL 56.33-1-14.111 –McNAUGHTON 7 DePOALA LLC – 397 WILBUR AVENUE

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, McNaughton & DePoala LLC commenced an action challenging its assessments for the real property located at 397 Wilbur Avenue, Tax Map Number 56.33-1-14.111; and

WHEREAS, the City is desirous of entering into the Consent Order and Judgment regarding same, thereby reducing the assessments for the years 2019 and 2020 for McNaughton & DePoala LLC, at 397 Wilbur Avenue, SBL 56.33-1-14.111.

WHEREAS, this action is categorized under 6 NYCRR Part 617.5 (c) (20) as Type II.

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

SECTION 1. That the City of Kingston is authorized to enter into a Consent Order and Judgment for assessment reduction on the property of McNaughton & DePoala located at 397 Wilbur Avenue, Tax Map Number 56.33-1-14.111, reducing said assessments as follows:

Roll Year 2019 - Assessed Value Reduced to	\$2,450,000
Roll Year 2020 – Assessed Value To Be	\$2,450,000

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

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THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER <u>X</u>

DEPARTMENT <u>Assessment</u>	DATE <u>6/10/2020</u>
Description: <u>Authorization of Settlement</u>	
<u>McNaughton & DePoala LLC v. City of Kingston</u>	
<u>SBL# 56.33-1-14.11</u>	
<u>Reduce 2019 AV From 3,399,000 to 2,450,000</u>	
<u>Reduce 2020 AV From 3,399,000 to 2,450,000</u>	
Estimated Financial Impact <u>- 0 -</u> Signature <u>DBII</u>	

Motion by RLC

Seconded by SS

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D. A. Koop</u> D. A. Koop (Jun 17, 2020 16:32 EDT)	☒	
Reynolds Scott-Childress Ward 3 <u>Reynolds Scott-Childress</u>	☒	
Anthony Davis, Ward 6 <u>Anthony Davis</u> Anthony Davis (Jun 17, 2020 17:46 EDT)	☐	
Patrick O'Reilly, Ward 7 <u>Patrick O'Reilly</u> Patrick O'Reilly (Jun 18, 2020 12:46 EDT)	☒	
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:45 EDT)	☒	

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER <u>X</u> _____ BONDING REQUEST __ OTHER _____

DEPARTMENT <u>Assessment</u>	DATE <u>6/10/2020</u>
Description: <u>Amount \$20,000.00</u>	
<u>From Account 1930. 467</u> (Certiorari Actions)	
<u>To Account 1355. 411</u> (Consultants)	
Estimated Financial Impact <u>- 0 -</u> Signature <u>DBII</u>	

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D. A. Koop</u> D. A. Koop (Jun 17, 2020 16:32 EDT)	☒	
Reynolds Scott-Childress Ward 3 <u></u>	☒	
Anthony Davis, Ward 6 <u></u> Anthony Davis (Jun 17, 2020 17:46 EDT)	☐	
Patrick O'Reilly, Ward 7 <u></u> Michael Hirsch (Jun 18, 2020 12:46 EDT)	☒	
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:45 EDT)	☒	

CITY OF KINGSTON

Office of the Assessor

assessor@kingston-ny.gov

FIN

Steven T. Noble, Mayor



Daniel Baker, City Assessor
Judy Piazza, Deputy Assessor

5/29/2020

Re: Tax Certiorari Proceedings

Madam President:

I am requesting the opportunity to update and discuss with the common council the tax certiorari proceedings involving the City of Kingston that my office handles. Typically these are commercial property owners contesting their assessed value in an attempt to reduce their real property tax burden.

I am requesting this communication be placed on the Common Council's communication list at their next meeting. I am also requesting that this be referred to the Finance and Audit Committee. Lastly, I respectfully request these discussion are in executive session since these are active actions in Ulster County Supreme Court.

Thank you.

Daniel P Baker II

Assessor, City of Kingston

dbaker@kingston-ny.gov

VAN DeWATER AND VAN DeWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)
Robert B. Van DeWater (1921-1990)
James E. Nelson
Gerard J. Comatos, Jr.
Kyle W. Barnett
Daniel F. Thomas III

Rebecca S. Mensch

Danielle E. Strauch

85 CIVIC CENTER PLAZA, SUITE 101
P.O. BOX 112
POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900
Fax (845) 452-5848

Noel deCordova, Jr. (1929-2013)
Edward vK Cunningham, Jr. (1935-2018)
Ronald C. Blass, Jr. (1951-2018)

John K. Gifford
Jeffrey S. Battistoni
Counsel

WEBSITE ADDRESS:
www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:
info@vandewaterlaw.com

June 22, 2020

Via EMail

Steven T. Noble, Mayor and Common Council
City of Kingston
City Hall
420 Broadway
Kingston, New York 12401

Re: McNaughton & DePoala LLC v. City of Kingston
Index No. 2019-2450

Dear Mayor Noble and Common Council Members:

I am pleased to advise you that with the able assistance of Daniel Baker, City Assessor, we have reached a tentative settlement of the tax certiorari proceedings involving McNaughton & DePoala LLC for the tax year 2019. The property is located at 397 Wilbur Avenue. In chart form, the tentative settlement is as follows:

Grid No. 56.33-1-14.111

Tax Year	Assessed Valuation	Reduction in Assessment	Final Assessment
2019	\$3,399,000	\$949,000	\$2,450,000

We were able to settle these matters with no refunds. A copy of the proposed Order and Judgment is attached for your reference.

This settlement is recommended by Daniel Baker, City Assessor. It is our opinion that we would not do better if we were to go to trial. Enclosed for your consideration is a Resolution which, if adopted, will authorize the settlement of this matter.

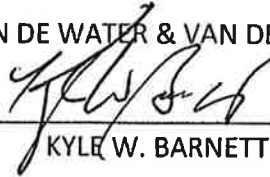
By copy of this letter to the City Clerk, I request that she advise me of the action of the Common Council when it is considered. If there are any further questions, please feel free to contact me.

Thank you for referring this matter to our firm.

Very truly yours,

VAN DE WATER & VAN DE WATER, LLP

BY:


KYLE W. BARNETT

KWB/lac
Enclosures

cc: Daniel Baker, City Assessor
Elisa Tinti, City Clerk

At an IAS Term of the Supreme Court of the State of New York, held for the County of Ulster, at 285 Wall Street, Kingston, New York on the _____ day of _____, 2020.

PRESENT: Hon. Lisa M. Fisher, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ULSTER

-----X
In the Matter of the Application of
MCNAUGHTON & DEPOALA LLC,
Petitioner,
- against -

CONSENT ORDER AND JUDGMENT

Index No.: 2019-2450

THE ASSESSOR OF THE CITY OF KINGSTON
And THE CITY OF KINGSTON,
Respondents.

-----X

Petitioner having heretofore served and filed the Notice of Petition and Petition to review assessments made by the City of Kingston for the assessment year 2019 upon certain property located in the City of Kingston and designated as Tax Grid No. 56.33-1-14.111 on the tax maps and assessment rolls of the City of Kingston; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by Scott DeSimone, Esq., and the Respondents having appeared by Kyle W. Barnett, Esq., of Van DeWater & Van DeWater, LLP, and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the property designated as Grid Number 56.33-1-14.111 (397 Wilbur Avenue) on the tax map and assessment rolls of the City of Kingston for the assessment year 2019, are hereby reduced, corrected and fixed for the assessment rolls as follows:

ASSESSMENT ROLL	ASSESSMENT	REDUCED ASSESSMENT	AMOUNT OF REDUCTION
2019	\$3,399,000	\$2,450,000	\$949,000
2020	\$3,399,000	\$2,450,000	\$949,000

and, it is further

ORDERED, ADJUDGED AND DECREED, that the total \$2,450,000.00 assessment fixed and determined herein as to the parcel subject to these actions shall be subject to a three year moratorium in accordance with the provisions of §727, Subdivisions 1, 2, and 3 of the Real Property Tax Law; and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the City of Kingston shall make or cause to be made upon the proper books and records of said City the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that Petitioner hereby waives the right to all refunds of City and City Special District taxes any other ad valorem taxes, if any against the original assessments in excess of what said taxes would have been if the said assessments had been made as determined; and it is further

ORDERED, ADJUDGED and DETERMINED, that there shall be audited, allowed and paid to the petitioner by the County of Ulster the amounts, if any, paid as County and County Special District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Ulster within ninety (90) days

of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Kingston Central School District the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the Kingston Central School District within ninety (90) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds hereinabove directed to be paid shall be paid by check payable to the order of Scott DeSimone, as attorney for Petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to their attorneys' lien, pursuant to Judiciary Law §475, and it is further

ORDERED, ADJUDGED and DETERMINED that to the extent any taxes or assessments are unpaid and have already been billed for the Town, School, County and special districts in accordance with the original assessed valuations, the officer or officers having custody of the assessment rolls and/or the tax rolls shall forward to the petitioner a new bill or bills, taxing said petitioner on the basis of the final total assessed valuation as stipulated herein, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and

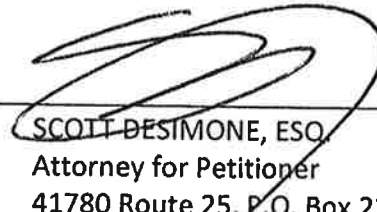
that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

HON. LISA J. FISHER, J.S.C.

Signing and Entry of the within Order is hereby
Consented to:

BY: _____



SCOTT DESIMONE, ESQ.
Attorney for Petitioner
41780 Route 25, P.O. Box 233
Peconic, New York 11935
(631) 765-3535

VAN DE WATER & VAN DE WATER, LLP
Attorneys for Respondents

BY: _____

KYLE W. BARNETT, ESQ.
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602
(845) 452-5900

Higgins, Janet

From: Baker, Daniel
Sent: Wednesday, June 24, 2020 11:20 AM
To: Higgins, Janet
Cc: Tinti, Elisa; Noble, Steve
Subject: FW: [EXTERNAL EMAIL] McNaughton & DePoala LLC v. City of Kingston
Attachments: kingston-mcnaughton ltr.pdf; kingston-mcnaughton res.pdf; kingston-mcnaughton consent.pdf

Attached is the resolution and consent order that the Mayor will sign for McNaughton and DePoala.

This went thru finance this past meeting.

From: Linda Crotty [<mailto:LCrotty@VanDeWaterLaw.com>]
Sent: Wednesday, June 24, 2020 9:58 AM
To: Baker, Daniel <dbaker@kingston-ny.gov>
Subject: [EXTERNAL EMAIL] McNaughton & DePoala LLC v. City of Kingston

Good Morning Mr. Baker:

Please find attached letter to Steven T. Noble, Mayor and Common Council together with Resolution and Consent Order and Judgment, with regards to the above-captioned tax certiorari proceeding.

I would ask that you please submit it to the Mayor, Common Council and City Clerk to be placed on the next Agenda.

Thank you.

Linda

Linda A. Crotty, Secretary to
Kyle W. Barnett, Esq.
Danielle E. Strauch, Esq.
Van DeWater & Van DeWater, LLP
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, New York 12602
Telephone: (845) 452-5900
Facsimile: (845) 452-5848
E-Mail: lcrotty@vandewaterlaw.com

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RESOLUTION 110 OF 2020

RESOLUTION OF THE COMMON COUNCIL, OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE ALLOCATION OF EMERGENCY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FUNDING IN THE AMOUNT OF \$440,426.00 AND THE AMENDMENT TO THE CITY'S 2019 CDBG ANNUAL ACTION PLAN TO INCLUDE THESE ALLOCATIONS TO THE INDICATED ORGANIZATIONS' ELIGIBLE ACTIVITIES

Sponsored By: Sponsored by: Community Development
Committee: Alderman Schabot, Worthington, Davis,
Ventura Morell, Koop

WHEREAS, the City of Kingston has been awarded a total of \$440,426.00 in Community Development Block Grant funding from the U.S. Department of Housing and Urban Development (HUD) to support our community's COVID-19 recovery efforts and;

WHEREAS, these funds were made available through the Federal CARES Act as part of the CDBG process and;

WHEREAS, the City of Kingston has received 39 applications from local organizations seeking funding to respond to our community's needs and;

WHEREAS, the Community Development has received, reviewed all of the applications and has approved allocating funds, as per the attached document

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

SECTION-1. The sum of \$440,426.00 be allocated to the following local organizations;

Community Development Administration	\$30,000.00
Boy's and Girl's Club	\$15,000.00
Family of Woodstock	\$80,000.00
LSHV	\$70,000.00
People's Place	\$90,426.00

Rise Up Kingston	\$15,000.00
RUPCO	\$70,000.00
UIDN	\$20,000.00
United Way	\$25,000.00
YMCA- Emergency Child Care	\$25,000.00

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

Submitted to the Mayor this ____ day of
_____, 2020

Approved by the Mayor this ____ day of
_____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

Rise Up Kingston	\$15,000.00
RUPCO	\$70,000.00
UIDN	\$20,000.00
United Way	\$25,000.00
YMCA- Emergency Child Care	\$25,000.00

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

Submitted to the Mayor this ____ day of
_____, 2020

Approved by the Mayor this ____ day of
_____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

COMMUNITY DEVELOPMENT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION X
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Economic & Community Development

DATE: June 23, 2020

Description: Authorization for the allocation of emergency Community Development Block Grant (CDBG-CV) funding in the amount of \$440,426.00 and the amendment to the City's 2019 CDBG Annual Action plan to include these allocations to the indicated organizations' eligible activities (attached).

Signature: _____

Motion by JMM

Seconded by DAK

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
Steve Schabot, Chairman <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:41 EDT)	☐	
Rita Worthington Ward 4 <u>Rita M. Worthington</u> Rita M. Worthington (Jun 23, 2020 11:51 EDT)	☒	
Don Tallerman, Ward 5 <u>Don Tallerman</u>	☒	
Jeffrey Ventura Morell, Ward 1 <u>Jeffrey Ventura Morell</u> Jeffrey Ventura Morell (Jun 23, 2020 14:30 EDT)	☒	
Doug Koop, Ward 2 <u>D. A. Koop</u> D. A. Koop (Jul 1, 2020 10:12 EDT)	☒	

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



June 22, 2020

Honorable Andrea Shaut
President
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Community Development Block Grant Allocation

Dear President Shaut,

As you are aware, the City of Kingston has been awarded a total of \$440,426 in Community Development Block Grant funding from the U.S. Department of Housing and Urban Development (HUD) to support our community's COVID-19 recovery efforts. These funds were made available through the Federal CARES Act. As part of the CDBG process, the Mayor provides recommendations to the Community Development Committee for consideration, which I have done below.

We received an astonishing 39 applications from local organizations seeking funding to respond to our community's needs, with a combined request of over \$1,000,000.00. Much like our traditional CDBG process, these recommendations are difficult to make since we do not have enough funding to implement each of these worthy projects. Our City is fortunate to have so many committed organizations working for the betterment of our community and while we will not be able to fund all of the proposals, we must continue to work together to find ways to support these initiatives and collectively address the evolving needs in our community.

My recommendations below focus on such priority areas as eviction prevention and housing security, distribution of essential goods and services to at-risk individuals and families, assistance for small businesses and anchor institutions, and support for local youth serving programs. I also prioritized applications submitted by organizations who had the capacity to deliver these programs and who demonstrated the ability to leverage these funds to provide increased services. Based upon these criteria, I have recommended funding as follows:

Organization: Boys and Girls Club

Recommended Allocation: \$10,000

Justification: The Boys and Girls Club has recently joined our Kingston Summer Enrichment Program Network, which is a coalition of organizations working together to provide respite services for youth struggling with the impacts of COVID-19 and in need of arts, educational, skill-building, and social support this summer. The Club will be reopening its doors in July for local children and adolescents in need of a safe space. The Club's facility affords it the ability to serve upwards of 40+ youth, while still adhering to state mandates of small group sizes. The organization has experience managing CDBG-funded programs and projects.

Organization: Business Alliance of Kingston

Recommended Allocation: \$45,000

Justification: The Business Alliance of Kingston has worked on a number of exciting projects to bring together our Kingston businesses and support them during difficult times. This funding will allow micro-grants to be provided to minority-owned businesses and those located along the Broadway Corridor serving our Midtown Kingston residents. The organization has experience managing CDBG-funded programs.

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



Organization: Center for Creative Education

Recommended Allocation: \$10,000

Justification: While the organization's initial application centered on virtual services and outdoor community programming, the organization will also be joining the collaborative efforts of the Kingston Summer Enrichment Program network. CCE has agreed to provide programming, in collaboration with Kingston Parks and Recreation, at the City's Andy Murphy Midtown Neighborhood Center in July and August and will dispatch teaching artists to the other program sites participating in the network. The organization has experience managing CDBG-funded programs.

Organization: DRAW

Recommended Allocation: \$2,500

Justification: With this small allocation, DRAW will provide arts based programming local youth. DRAW will work with the YMCA and the Kingston Youth Enrichment Program to make sure that art is a part of this summer's youth programming in Kingston. During high stress situations, like this recent public health emergency, art is a vital outlet for youth and helps to reduce stress levels, among many other benefits.

Organization: Family of Woodstock, Inc.

Recommended Allocation: \$200,000

Justification: The organization is proposing to provide emergency rental assistance to prevent individuals and families from being evicted after the moratorium expires. The organization is proposing to provide comprehensive case management paid for by other grant funding. The agency has extensive experience managing such emergency funds in partnership with organizations such as the United Way of Ulster County and Radio Kingston. The organization has experience managing CDBG-funded programs and projects.

Organization: Legal Services of the Hudson Valley

Recommended Allocation: \$20,000

Justification: Legal Services proposed a full-time attorney to provide services in Kingston. There was not enough funding to meet this request. However, these funds can support expanded hours and services to Kingston residents at-risk of eviction. Their previous work at Kingston City Court has been invaluable in helping to support our residents maintain stable housing. The organization has experience managing CDBG-funded programs.

Organization: People's Place

Recommended Allocation: \$30,000

Justification: People's Place has been a key partner in the Kingston Emergency Food Collaborative and has provided hundreds of thousands of meals to date during the pandemic. The City previously supported People's Place efforts with two contracts in the amount of \$30,000 each in emergency funding to support the continuation of increased grocery distribution. The organization has experience managing CDBG-funded programs and projects.

Organization: Rise Up Kingston

Recommended Allocation: \$64,800

Justification: The organization is proposing to administer allocated grant funding on behalf of the Kingston Mutual Aid network. The network is helping residents to access basic necessities, such as diapers, formula, laundry services, and other support as needed. The Kingston community has always stepped up to assist one another during their time of need and these funds will help support and further build up this local network to make sure that all neighborhoods and residents of Kingston can participate and benefit from this effort.

Organization: Ulster Immigrant Defense Network

Recommended Allocation: \$30,000

Justification: The Ulster Immigrant Defense Network has been working to support our immigrant families through food and housing assistance, legal counsel and much more. This network has the unique ability to connect with Kingston

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



residents often not served by other support organizations. The network would utilize these funds to assist Kingston families with a variety of essential needs.

Organization: UPAC

Recommended Allocation: \$25,000

Justification: UPAC is a hub of cultural activity in the heart of Midtown Kingston and, due to the pandemic, has been forced to close their doors and cancel most of their season. Each year UPAC provides low income youth in Kingston access to high quality arts and entertainment. These funds will make sure that these community-based programs will be able to resume when allowed under the State's reopening guidelines.

Organization: YMCA Lend-a-Wheel

Recommended Allocation: \$5,000

Justification: The Kingston economy has been greatly impacted by the pandemic, leading to many Kingstonians being out of work. The YMCA Lend-a-Wheel program provides a way for individuals without the ability to purchase a bicycle to receive a refurbished one to get to and from work and other important locations. The organization has experience managing CDBG-funded programs and projects.

As you will see, I have recommended expending the full \$440,426 to support these initiatives. During the traditional CDBG funding process, the City's Office of Economic and Community Development retains a percentage of the awarded funding for the Office's administrative costs. In this case, the administrative fee of 20% would have reduced the funding available for services to \$352,000. Based upon the significant need in our community, I am recommending that the City waive this administrative fee. While the City's overall projected revenues have decreased, we did not budget for this grant or any associated revenues and I believe that every dollar received should go towards one of the many worthy proposals. These are certainly difficult times, but the thoughtful proposals put forth by our community partners reminds me that we're all in this together. Thank you for your consideration of my comments above. If you wish for me to attend the Community Development Committee meeting to discuss these recommendations further, please let me know.

Please feel free to contact me with any questions regarding the projects. Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven T. Noble", is written over a light blue horizontal line.

Steven T. Noble
Mayor

	Organization	Amount requested	Mayor's recommendations	CD Committee's Recommendations	Amount avail: \$440,426
	Administration		\$ -	\$ 30,000	
1	Amazen Beauty Hair & Training Center	\$ 10,000.00	\$ -	\$ -	
2	ArtPort	\$ 16,000.00	\$ -	\$ -	
3	ASK	\$ 23,500.00	\$ -	\$ -	
4	BAK	\$ 60,750.00	\$ 45,000	\$ -	
5	Boys' and Girls' Club	\$ 15,000.00	\$ 10,000	\$ 15,000	
6	CCE	\$ 11,060.50	\$ 10,000	\$ -	
7	CLP - reduced request	\$ 15,436.00	\$ -	\$ -	
8	Community Manufacturing Solutions	\$ 70,000.00	\$ -	\$ -	
9	DRAW - reduced request	\$ 2,700.00	\$ 2,500	\$ -	
10	Education for Excellence	\$ 12,000.00	\$ -	\$ -	
11	Family of Woodstock	\$ 220,000.00	\$ 200,000	\$ 80,000	
12	Gateway	\$ 82,392.00	\$ -	\$ -	
13	HRMM	\$ 29,594.00	\$ -	\$ -	
14	Inspire My Mindset	\$ 5,000.00	\$ -	\$ -	
15	Jewish Federation	\$ 25,000.00	\$ -	\$ -	
16	Kingston Can Code w/Albany Can Code and	\$ 10,500.00	\$ -	\$ -	
17	KLT	\$ 30,000.00	\$ -	\$ -	
18	LSHV	\$ 120,000.00	\$ 20,000	\$ 70,000	
19	Millard-Hair Designs	\$ 5,000.00	\$ -	\$ -	
20	NYSES	\$ 85,000.00	\$ -	\$ -	
21	Peaceful Guardians	\$ 45,000.00	\$ -	\$ -	
22	People's Place	\$ 100,000.00	\$ 30,000	\$ 90,426	
23	Ram's Valley	\$ 10,000.00	\$ -	\$ -	
24	Rise Up Kingston	\$ 109,500.00	\$ 64,800	\$ 15,000	
25	RUPCO	\$ 87,000.00	\$ -	\$ 70,000	
26	Seed Song Farm	\$ 24,000.00	\$ -	\$ -	
27	Sunrays, Inc.	\$ 11,272.00	\$ -	\$ -	
28	Supreme Cleaning Service	\$ 30,000.00	\$ -	\$ -	
29	TMI Project	\$ 10,000.00	\$ -	\$ -	
30	TMNY	\$ 13,684.00	\$ -	\$ -	
31	UCCAC - reduced request	\$ 15,000.00	\$ -	\$ -	
32	UIDN	\$ 40,000.00	\$ 30,000	\$ 20,000	
33	United Way	\$ 50,000.00	\$ -	\$ 25,000	
34	UPAC	\$ 25,000.00	\$ 25,000	\$ -	
35	YMCA - Emergency Child Care	\$ 50,460.00	\$ -	\$ 25,000	
36	YMCA - Lend-a-Wheel	\$ 7,000.00	\$ 5,000	\$ -	
37	YMCA - Meal Organizing	w/d	\$ -	\$ -	
38	YWCA	\$ 15,270.00	\$ -	\$ -	
		\$ 1,492,118.50	\$ (1,874)	\$ -	\$ 440,426.00

THE CITY OF KINGSTON COMMON COUNCIL

COMMUNITY DEVELOPMENT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION X _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Economic & Community Development

DATE: June 23, 2020

Description: Authorization for the allocation of emergency Community Development Block Grant (CDBG-CV) funding in the amount of \$440,426.00 and the amendment to the City's 2019 CDBG Annual Action plan to include these allocations to the indicated organizations' eligible activities (attached).

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Steve Schabot, Chairman		
Rita Worthington Ward 4		
Don Tallerman, Ward 5 DAVIS		
Jeffrey Ventura Morell, Ward 1		
Doug Koop, Ward 2		

RESOLUTION 111 OF 2020

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO THE TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK, REMOVING HANDICAP PARKING ON BREWSTER STREET

Sponsored By: Sponsored by: Public Safety/General Government
Committee: Alderman Davis, O'Reilly, Scott-
Childress, Ventura Morell, Hirsch

WHEREAS, in the interest of safety and the needs of residents, parking on the streets must be regulated

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

SECTION-1. Article 7, Section 390-57, "Handicap Parking" is hereby amended by REMOVING the following:

Handicap Parking (and signage) at 93 Brewster Street

SECTION-2. This ordinance shall take effect immediately after passage, approval and publication by law.

Submitted to the Mayor this ____ day of

_____, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this ____ day of

_____, 2020

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

CITY OF KINGSTON COMMON COUNCIL

PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT: <u>PT 10</u>	DATE: <u>6/24/20</u>
Description: Removal of handicap signs at 79 Brewster St.	
Signature: <u>Anthony Davis</u>	

Motion by _____

Seconded by _____

Action Required _____

City of Kingston
Type of Action
Type of Action
Date of Action

Reason for inclusion of this item on agenda:

Continued Negative Information

Next Lead Agency Name

Priority: Rating of this item on agenda:

Committee Vote	YES	NO
Tony Davis, Chairman <u>Anthony Davis</u> Patrick O'Reilly Ward 7	☒	☐
Rennie Scott-Childress, Ward 3	☐	☐
Jeffrey Ventura Morell, Ward 1	☐	☐
Micenele Hirsch, Ward 9	☐	☐

RESOLUTION 112 OF 2020

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO THE TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK, REMOVING HANDICAP PARKING ON RAVINE STREET

Sponsored By: Sponsored by: Public Safety/General Government
Committee: Alderman Davis, O'Reilly, Scott-
Childress, Ventura Morell, Hirsch

WHEREAS, in the interest of safety and the needs of residents, parking on the streets must be regulated

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

SECTION-1. Article 7, Section 390-57, "Handicap Parking" is hereby amended by REMOVING the following:

Handicap Parking (and signage) at 52 Ravine Street

SECTION-2. This ordinance shall take effect immediately after passage, approval and publication by law.

Submitted to the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this ____ day of _____, 2020

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

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THE CITY OF KINGSTON COMMON COUNCIL
PUBLIC SAFETY/GENERAL GOVERNMENT
COMMITTEE REPORT

DEPARTMENT: DPW

DATE: 6/24/20

DESCRIPTION:

THIS IS A REQUEST TO REMOVE HANDICAP
SIGNS FROM 52 RAUNE ST.

Signature: Antony Davis

on by _____

ded by _____

Required:

ision:

ration of Environmental Significance: _____

gative Declaration: _____

y Status: _____

on of Environmental Significance: _____

Committee Vote

YES NO

Tony Davis, Chairman

Antony Davis

Patrick O'Reilly Ward 7

Rennie Scott-Childress, Ward 3

Jeffrey Ventura Morell, Ward 1

Michele Hirsch, Ward 9

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RESOLUTION 113 OF 2020

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO THE TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK, ADDING HANDICAP PARKING ON RAVINE STREET

Sponsored By: Sponsored by: Public Safety/General Government
Committee: Alderman Davis, O'Reilly, Scott-
Childress, Ventura Morell, Hirsch

WHEREAS, in the interest of safety and the needs of residents, parking on the streets must be regulated

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

SECTION-1. Article 7, Section 390-57, "Handicap Parking" is hereby amended by ADDING the following:

Handicap Parking (and signage) on Ravine Street opposite #52 Ravine Street, 19 feet South West from the intersection of Ravine Street and German Street

SECTION-2. This ordinance shall take effect immediately after passage, approval and publication by law.

Submitted to the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this ____ day of _____, 2020

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

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THE CITY OF KINGSTON COMMON COUNCIL
PUBLIC SAFETY/GENERAL GOVERNMENT
COMMITTEE REPORT

DEPARTMENT DPW

DATE 6/24/20

Description:

This is a request to ^{add} handicap parking on Ravine Street opposite #52 Ravine St. 19-feet Southwest from the intersection of Ravine St. and German St."

Signature: Anthony Davis

Motion by _____

Seconded by _____

Action Required: _____

QRA Decision:

Category I Action _____

Category II Action _____

Exempted Action _____

Positive Declaration of Environmental Significance: _____

Conditional Negative Declaration: _____

Lead Agency Status: _____

Declaration of Environmental Significance: _____

Committee Vote	YES	NO
Tony Davis, Chairman <u>Anthony Davis</u>	✓	
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Jeffrey Ventura Morell, Ward 1		
Michele Hirsch, Ward 9		

RESOLUTION 114 OF 2020

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF
KINGSTON, NEW YORK, AUTHORIZING BUDGET TRANSFER IN THE
AMOUNT OF \$30,000.00 TO COVER THE EXPENSE OF REPAIRS TO THE
ROOF AND HVAC SYSTEM AT THE RONDOUT NEIGHBORHOOD
CENTER**

Sponsored By:

Sponsored by: Finance/Audit Committee: Alderman
Koop, Scott-Childress, Davis, Schabot, Hirsch

WHEREAS, the Parks & Recreation Department has requested a 2020 budgetary transfer in the amount of \$30,000.00 for repairs of the roof and HVAC system at the Rondout Neighborhood Center. These expenses will reimbursed with CDBG funds.

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION-1. That the sum of \$30,000.00 be transferred as follows;

FROM:	A1.7141.22.42020	CDBG Reimbursement	\$30,000.00
TO:	A1.7141.13.5301	Contracted Services	\$30,000.00

Submitted to the Mayor this ____ day of
_____, 2020

Approved by the Mayor this ____ day of
_____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

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City of Kingston
Parks and Recreation Department
ltimbrouck@kingston-ny.gov

Steven T. Noble, Mayor



Lynsey Timbrouck, Director

May 8, 2020

Dear President Shaut:

We are seeking repairs to the lower roof and HVAC units at the Rondout Neighborhood Center.

These expenses will be reimbursed with CDBG funds. I respectfully request a \$30,000 fund transfer below:

From: A1 7141 22 42020 (CDBG Reimbursement)

To: A1 7141 13 5301 (Contracted Services)

Thank you in advance for your consideration.

Respectfully,

Lynsey Timbrouck
Director of Recreation

cc: Brenna L. Robinson, Director, Office of Economic and Community Development
John Tuey, Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER <u> X </u>	CONTINGENCY TRANSFER <u> </u>	TRANSFER <u> </u>
AUTHORIZATION <u> </u>	BUDGET MODIFICATION <u> </u>	BONDING REQUEST <u> </u>
CLAIMS <u> </u>	ZONING <u> </u>	OTHER <u> </u>

DEPARTMENT <u>Parks and Recreation</u>	DATE <u>May 8, 2020</u>
Description:	
Transfer \$30,000 for facility improvements to the Rondout Neighborhood Center for replacement of the lower roof and HVAC units. The funding for the improvements will be reimbursed by CDBG.	
Transfer from: A1-7-7141- 22-42020 – CDBG Reimbursement to: A1-7-7141-13-5301 – Contracted Services	
Estimated Financial Impact <u> 0 </u>	Signature <u></u>

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:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

City of Kingston
Parks and Recreation Department
ltimbrouck@kingston-ny.gov

Steven T. Noble, Mayor



Lynsey Timbrouck, Director

May 8, 2020

Dear President Shaut:

We are seeking repairs to the lower roof and HVAC units at the Rondout Neighborhood Center.

These expenses will be reimbursed with CDBG funds. I respectfully request a \$30,000 fund transfer below:

From: A1 7141 22 42020 (CDBG Reimbursement)

To: A1 7141 13 5301 (Contracted Services)

Thank you in advance for your consideration.

Respectfully,

A handwritten signature in dark ink, appearing to read "Lynsey Timbrouck".

Lynsey Timbrouck
Director of Recreation

cc: Brenna L. Robinson, Director, Office of Economic and Community Development
John Tuey, Comptroller

RESOLUTION 115 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING AN EARLY RETIREMENT INCENTIVE PROGRAM FOR ELIGIBLE MEMBERS WHO ARE COVERED BY THE CSEA COLLECTIVE BARGAINING AGREEMENT

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, pursuant to a Memorandum of Agreement entered into between the City of Kingston and the CSEA on June 8, 2020, the City is desirous of offering an early Retirement Incentive Program for eligible members who are covered by the CSEA Collective Bargaining Agreement.

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

SECTION 1. That the Common Council of the City of Kingston hereby approves the Memorandum of Agreement entered into between the City of Kingston and the CSEA on June 8, 2020, offering an early Retirement Incentive Program for eligible members who are covered by the CSEA Collective Bargaining Agreement, pursuant to the terms and conditions set forth in said Memorandum of Agreement attached hereto.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

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THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION		
INTERNAL TRANSFER _____	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION X _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT Comptroller on behalf of Mayor DATE 6/10/2020

Description: Approve a Memorandum of Agreement between the City and the
Civil Service Employees Association, Inc, Local 1000 AFSCME, AFL-CIO, Kingston City
Unit #8951, Ulster County Local #856 (CSEA) that provides for a retirement incentive
to eligible members of the bargaining unit as per attached.

Estimated Financial Impact TBD Signature [Signature]

Motion by [Signature]

Seconded by SS

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, Chairman <u>D. A. Koop</u> D. A. Koop (Jun 11, 2020 16:12 EDT)	☒	☐
Reynolds Scott-Childress Ward 3 <u>[Signature]</u>	☒	☐
Anthony Davis, Ward 6 <u>[Signature]</u> Anthony Davis (Jun 12, 2020 17:46 EDT)	☐	☐
Michele Hirsch, Ward 9 <u>[Signature]</u> Michele Hirsch (Jun 18, 2020 12:46 EDT)	☒	☐
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:45 EDT)	☒	☐

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION <u>X</u> _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____

DEPARTMENT Comptroller on behalf of Mayor DATE 6/10/2020

Description: Authorize Mayor to expend up to \$314,500 from the Recreation Fee Reserve ~~for~~ ^{for} the attached listing of Parks and Recreation Capital Projects.

Estimated Financial Impact \$314,500 Signature 

Motion by  RJSC

Seconded by 

Action Required: _____

SEQRA Decision: _____

Type I Action _____

Type II Action _____

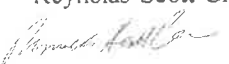
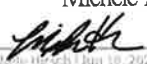
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D. A. Koop</u> D. A. Koop Jun 11, 2020 10:12 EDT	☒	☐
Reynolds Scott-Childress Ward 3 <u></u>	☒	☐
Anthony Davis, Ward 6 <u></u> Anthony Davis Jun 11, 2020 17:56 EDT	☐	☐
Michele Hirsch, Ward 9 <u></u> Michele Hirsch Jun 18, 2020 12:45 EDT	☒	☐
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot Jun 26, 2020 09:45 EDT	☒	☐

Tinti, Elisa

From: Noble, Steve
Sent: Tuesday, June 09, 2020 3:46 PM
To: Alderman
Cc: Tuey, John; how_deb@msn.com
Subject: CSEA Retirement Incentive
Attachments: CSEA-City Retirement Incentive_signed version.pdf

Dear President Shaut and Chairman Koop,

Please accept this late communication for the upcoming Finance Committee meeting tomorrow evening. Attached, you will find a signed agreement between the City of Kingston and CSEA in relation to a proposed retirement incentive. This retirement incentive in order to be enacted, will need to be ratified by the Common Council. In summary, this incentive will allow those with 10 years or more of service with the City and are over the age of 55, to be able to retire with Dental and Vision benefits at no cost to them. Currently, Dental and Vision is not provided to regular retirees. I want to thank the leadership of CSEA for being willing to work with the City on this incentive.

We are hopeful that this effort will help reduce the number of permanent layoffs this year and next, as the City grapples with the financial situation caused by the pandemic.

I will be available, along with John Tuey to discuss this at the Finance Committee meeting.

-Steve

Steven T. Noble
Mayor, City of Kingston
420 Broadway
Kingston, NY 12401
845-334-3902
www.kingston-ny.gov

6/4/2020

MEMORANDUM OF AGREEMENT

By and Between

The City of Kingston

and

*Civil Service Employees Association, Inc.,
Local 1000 AFSCME, AFL-CIO,
Kingston City Unit 8951
Ulster County Local #856*

WHEREAS, the City of Kingston ("City") and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Kingston City Unit 8951, Ulster County Local #856 ("CSEA") are signatories to a Collective Bargaining Agreement; and

WHEREAS, the City has proposed an early retirement incentive to eligible members of the bargaining unit represented by CSEA who are covered by the Collective Bargaining Agreement; and

WHEREAS, the City and CSEA have engaged in good faith negotiations to provide a retirement incentive to eligible members of the bargaining unit represented by CSEA during the COVID-19 Emergency.

NOW, AS AND FOR A MEMORANDUM OF AGREEMENT, the City and CSEA agree as follows:

1. The City agrees to offer an early retirement incentive to employees in the bargaining unit represented by CSEA who are vested and eligible to retire under the New York State Retirement System. Employees must be at least 55 years of age and have at least ten (10) years of full time continuous service with the City as of December 31, 2020.

2. In order to be entitled to the retirement incentive herein, the employee must submit an irrevocable letter of retirement/resignation with the City no later than August 1, 2020 and retire from the City no later than December 31, 2020 with a New York State pension.

6/4/2020

3. The employee must sign and execute an approved election form and general release for the voluntary retirement incentive plan herein.

4. The City agrees to pay 100% of the dental and vision premium insurance coverage for the retiree and family if enrolled in a family plan at the time of retirement for those employees who retire under the early retirement plan herein and this Agreement. The benefit levels for the dental and vision plans shall be at the same level in place for active employees and changes that may be negotiated.

5. An employee may elect family dental and vision as a retiree even if the employee only selects individual retiree health insurance so long as the employee has family dental and vision at the time of retirement.

6. An employee who retires under this plan shall be eligible for all other benefits that bargaining unit members are entitled to upon retirement pursuant to the Collective Bargaining Agreement between the City and CSEA. The retirement notice provision(s) outlined in Article VI, Section 1.C(5) of the Collective Bargaining Agreement shall be waived by the City. All separation payouts shall be made within thirty (30) days of the employee's retirement/separation of service from the City.

7. Nothing contained herein shall constitute, be deemed or in any way cited as a precedent or past practice between the City and CSEA. The parties agree and understand that the early retirement incentive offered by the City under this agreement is being offered on a one time basis and shall not serve as a precedent.

8. This Memorandum of Agreement constitutes the entire understanding and agreement between the City and CSEA with respect to the early retirement incentive, which is subject of this Agreement, and it supersedes and cancels all prior negotiations, agreements,

6/4/2020

commitments, and understandings, written or oral, between the City and CSEA with respect to the matter herein.

9. This Memorandum of Agreement may not be amended, changed, or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative(s) of each of the parties herein.

10. All other provisions of the Collective Bargaining Agreement shall remain unchanged.

11. This Memorandum of Agreement may be executed in separate counterparts, each of which shall constitute an original. Signatures may be transmitted by facsimile and/or electronically, which shall be acceptable as originals for all purposes.

12. This Memorandum of Agreement shall be interpreted in accordance with the laws of the State of New York no matter where it may come up for enforcement.

Dated: June 9, 2020

CITY OF KINGSTON

By:


Steven T. Noble, Mayor

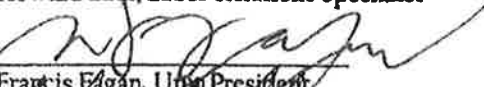
Dated: June 8, 2020

CIVIL SERVICE EMPLOYEES ASSOC., INC.,
LOCAL 1000, AFSCME, AFL-CIO,
KINGSTON CITY UNIT

By:


Howard Baul, Labor Relations Specialist

By:


Francis Egan, Unit President

By:


Daniel Quesnell, Unit Vice President

RESOLUTION 116 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE ADOPTING OF GUIDE LINES AND PRACTICES FOR POLICE ACCOUNTABILITY PROCESS AND COMMUNITY REPRESENTATION ON THE POLICE COMMISSION OF KINGSTON, NEW YORK

Sponsored By: Laws & Rules Committee: Alderman: Ventura
Morell, O'Reilly, Scott-Childress, Tallerman,
Worthington

WHEREAS, a request has been made for the adoption of guide lines and practices for police accountability process and community representation of the Police Commission of Kingston, New York.

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

SECTION 1. That the City of Kingston Common Council hereby adopts the guide lines and practices for police accountability process and community representation on the Kingston Police Commission of Kingston, New York, as per the attached.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

**LAWS & RULES
COMMITTEE REPORT**

Guidelines and Practices for Police Accountability Process and Community Representativeness of the Kingston, New York, Police Commission

We, the members of the Kingston Common Council, do hereby call on the Mayor of the City of Kingston in concert with the members of the Kingston Police Commission to endeavor to establish all powers and practices listed below that comport with current state and local law.

- A. The Kingston Police Commission (KPC) shall enact and make easily accessible to the public bylaws that govern its practices and procedures.
- B. The City of Kingston shall create and maintain a publicly accessible website, with easy-to-find links on the City's main website, for the Police Commission that clearly lists current members, presents KPC bylaws, makes available KPC quarterly and annual reports, provides all data regarding KPC arrests, complaints, use of force, and all other information deemed important for the public to know about policing in the City of Kingston.
- C. Commission Composition, Appointment, Vacancy, and Removal
 - a. Members of the Commission shall reflect to the fullest extent possible the City's diverse community, including, but not limited to: age, race, creed, color, national origin, gender, gender identity or expression, sexual orientation, disability, marital status and source of income.
 - b. Members of the Commission shall be appointed by the Mayor with advice and input from the Common Council in concert and with the former having the power of approval of each member.
 - c. The appointment process shall be transparent, careful, and deliberate.
 - d. KPC members shall be recruited through a process that is inclusive, is open to public scrutiny, is done in a timely manner, and is publicly and widely announced. Members of the Commission and their immediate family shall not be currently or formerly employed by the KPD or any other local, state, or federal law enforcement agencies.
 - e. KPC members shall receive reappointment only after evaluation and re-application utilizing the recruitment guidelines noted above,
 - f. Commission members may be removed for cause as determined by the Mayor.
 - g. Additional considerations for Commission Composition:
 - i. Conflict of Interest:
 - 1. No Commission member or employee hired by the Commission shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of their duties as a member of KPC. A conflict of interest shall include, but is not limited to: if they have reason to believe or expect that they will derive a direct monetary gain or suffer a direct monetary loss, by reason of their official activity; or if any benefit or detriment accrues to them as a member of a business, profession, occupation, or group to a greater extent

than any other member of the business, profession, occupation, or group. Commission members may not represent a complainant or a KPD sworn member before the Commission. If a Commission member has a personal, business or other relationship or association with a party to or a witness in a matter before the Commission, the member shall disclose the situation to the Chairperson, and shall recuse themselves from deliberations or action in connection with that case.

D. Powers and Duties

- a. The Commission and any staff it may hire shall seek and participate in a broad range of training annually. Training resources will be selected by the Commission in consultation with the Common Council and Mayor and may include individuals and organizations such as social justice organizations, attorneys, and any national, state, or local resources with expertise and experience in civilian complaints, investigation, police policies, auditing/monitoring, and other appropriate skills and knowledge. Orientation and ongoing training of the Commission and its staff should endeavor to include, but not be limited to, the following:
 - i. all relevant local, state, and federal law;
 - ii. implicit bias and anti-racism;
 - iii. gender identity and sexuality;
 - iv. disability rights, including but not limited to physical disabilities, intellectual and developmental disabilities, psychiatric disabilities and traumatic brain injuries;
 - v. classism, poverty and homelessness;
 - vi. trauma-informed policing and crisis intervention;
 - vii. KPD employee patterns, practices, policies;
 - viii. Procedures of the KPD Police Commission and Local Law;
 - ix. civilian oversight history, models, trends, theories, standards and best practices;
 - x. methods for conducting independent and objective civilian complaint investigations, e.g. interviewing, collection and preservation of evidence;
 - xi. community outreach to inform how the Commission functions and serves the community and public reporting;
 - xii. discipline and remediation, education-based discipline, early warning systems, processes of arbitration/grievance.
- b. KPC shall have the authority to:
 - i. make recommendations to the Police Chief and Mayor regarding practices, procedures, policy & planning;
 - ii. establish guidelines, directives, and mandatory training for city employees responsible for taking and handling complaints.
- c. KPC shall conduct investigations into the conduct of members of the KPD concerning any investigative category, even in the absence of a civilian complaint.

- i. It will put in place multi-language reporting lines, forms, and other methods of complaint submission, discussion, and review, including in-person, online, and over the phone.
 - ii. Complaint forms and instructions shall be made available by KPD employees and at the Commission office, at Commission meetings, libraries, recreation centers, police stations, public safety building, courts, and all other government buildings, and on the City, KPD, and Commission websites.
 - d. *In addition to regular monthly business meetings that include review of complaints, the Commission shall hold public meetings in each City district a minimum of at least once annually, to invite public input or comment, and to provide information education about the Commission process and its work.*
 - e. *KPC shall possess full administrative access to all non-confidential databases maintained by the Kingston Police Department which are not otherwise protected from disclosure by Federal, State or Local Law or Regulation.*
 - f. KPC shall have input in the interviewing and hiring of all police officers.
- E. Additional Powers and Duties:
- a. Accessibility:
 - i. The Commission shall provide language access for limited or non-English proficient complainants and witnesses at all stages of the investigative and adjudicative process. Language access shall be available during all operating hours of the Commission.
 - ii. The Commission shall provide reasonable accommodations in accordance with the federal, state and local law to individuals with disabilities at all stages of the investigative and adjudicative process. Such accommodations shall be available during all operating hours of the Commission and shall include but not be limited to: accessible means of egress, accessible means of communication via auxiliary aids or services giving primary consideration to preferences of the individual deserving such services, and access to ASL interpreters.
 - b. Initiation of Complaints:
 - i. Complaints may be received directly by the Commission, or upon referral from the Mayor, the Council, any Councilmember, or the Chief, or any other community authority as authorized by the Police Commission.
 - ii. The Commission shall receive complaints by telephone, in person, by mail, email or web form. Complaints shall be received and considered whether submitted with a signature or anonymously. Efforts to simplify the procedure shall be made to encourage filing. Professional standards of confidentiality with regard to the written release of information and informed consent will apply to all complaints filed. With respect to the confidentiality of all interested parties, the Commission shall comply with all local, state, and federal law.
 - iii. Before proceeding with the complaint process, the complainant shall be made aware of and referred to organizations that advocate for people who have experienced police misconduct and *to available community support*

groups. The complainant will also be provided with an explanation of the process of the Commission.

- iv. While the complainant reserves the right to decline to cooperate with the investigation, once initiated, the Commission's investigation will continue until conclusion.*

F. Complaint Process.

a. The complaint process will

- i. require KPC to report complaints alleging criminal actions by officers to the District Attorney for investigation;
- ii. establish an appeals process for determinations by the KPC for both complainants and subjects of investigations both of whom shall be made aware of such processes at the outset of any investigation;
- iii. make public, after disposition of complaint, the record of the case including the category of the complaint and the disposition of the case;
- iv. issue a public tracking number for each and every complaint, which shall be included in the quarterly and annual reports issued by the Police Commission;
- v. *Upon receipt, copies of complaints will be forwarded to the Office of the District Attorney with notice of the Commission's intent to investigate. The Office of the District Attorney shall have thirty days to raise any objections or identify concerns regarding the Commission's access to witnesses and/or evidence so as not to compromise the District Attorney's ability to prosecute any criminal conduct;*
- vi. provide to the complainant and the subject of the investigation the opportunity to submit competent evidence for consideration by the Commission. In addition, the Commission shall establish procedures for competent evidence to be submitted by community;
- vii. *require that all sitting commissioners have access to all evidence that is part of the record;*
- viii. requires that emergency meetings be called after receiving complaints that include bodily harm or sexual assault and that KPC establish clear criteria—for the purposes of calling an emergency meeting—for what constitutes bodily harm and sexual assault;
- ix. allows that emergency meetings can be called by three (3) Commissioners agreeing to hold such a meeting within 48 hours (can take place via video call)
- x. affirms that the actions of the Commission shall not preclude action by the criminal or civil justice system.

G. Policy Review

- a. On an annual basis, before December 31 of every calendar year, the Commission shall review and assess KPD policies, procedures, patterns and practices and recommend changes—the KPC shall solicit input from the community as part of its annual review process.
- b. The Commission shall send its policy recommendations to the Chief, the Mayor, and City Council.

- c. The Commission shall publish its policy recommendations on the Commission website.

H. Commission Reports

- a. The Commission, through the Mayor's staff, shall publish on its website monthly data on the receipt and disposition of complaints. As noted above, all complaints shall be issued a public tracking number, which shall be included in the quarterly and annual reports. The Commission shall publish on its website for the public and deliver hard copy to the Office of the Common Council and the Office of the Mayor public quarterly and annual reports that shall document:
 - i. The total number and type of complaints and the City districts in which they happened;
 - ii. The categories of each complaint;
 - iii. The public tracking number of each complaint;
 - iv. Detailing information that legally available to the Commission, including but not limited to: the date, time, and location of each incident, whether there is a video of the incident or not, age, race, and gender of adult complainant(s), rank(s), gender(s), section(s), and race(s) of the KPD employee(s) and if there were witnesses, how many, and whether they are employed by any local, state, or federal law enforcement agency and which agency; the Commission shall comply with local, state, and federal law and redact any information that may not be disclosed publicly. The number of previous complaints against the KPD employee(s) within ten (10) years of the incident and whether or not those complaints were sustained.
 - v. The number of times and the types of use of force used per complaint and the total number of times and types of use of force used;
 - vi. The number of times pepper spray was deployed per complaint and the total number of times pepper spray was deployed;
 - vii. The number of times and types of pain compliance tactics used per complaint and the totals for each use of pain compliance tactic;
 - viii. The number of times and types of use where a Taser was deployed;
 - ix. Complaint and sustain rates for each KPD section;
 - x. In the event where a KPD employee uses their firearm:
 - 1. the type of weapon used (firearm, brand, type);
 - 2. number of shots fired;
 - 3. the range from which the firearm was fired;
 - 4. injuries sustained by the complainant, animal(s), KPD employee(s), and/or any bystanders;
 - 5. any medical care provided and what type; whether the person or animal was killed.
 - xi. The number of cases where the Commission's disciplinary decision was enforced by the chief
 - xii. The number of cases where the Chief disputed the disciplinary decision of the panel;
 - xiii. The type of sanctions imposed;
 - xiv. The type of sanctions decided upon;

- xv. The number of cases reviewed by the Commission;
 - xvi. The number of complaints found not to have reasonable cause to be heard;
 - xvii. The number of complainants contacting the Commission but not following through with a formal signed complaint;
 - xviii. The length of time each case was pending before the Commission;
 - xix. The number of complainants who filed a notice of claim against the City while their complaint was being considered by the Commission.
- b. The annual report is to be published on the Commission's website for the public and delivered as a hard copy to the Office of the City Council and the Office of the Mayor and shall contain:
- i. The recommendations related to changes in KPD patterns, practices, policies, and procedures;
 - ii. Whether the prior year's recommended changes have been implemented;
 - iii. A summary of complainant and public survey data with an assessment of if and how Commission policies should change to accommodate concerns.
 - iv. Quarterly and annual reports shall be publicly available on the Commission's website.
 - v. Any video associated with the complaint that can be made public, shall be made publicly available.

The Mayor shall report to the Common Council on a quarterly basis (January 1, April 1, July 1, October 1) progress on the achievement of these changes until all have been successfully and permanently implemented. The Common Council urges that the changes be made with all deliberate speed.

RESOLUTION 117 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ISSUING A NEGATIVE DECLARATION IN CONNECTION WITH THE KINGSTON OPEN SPACE PLAN

Sponsored By: Laws & Rules Committee: Alderman: Ventura
Morell, O'Reilly, Scott-Childress, Tallerman,
Worthington

WHEREAS, the Common Council declared itself Lead Agency by Resolution 36 of 2020 for the Kingston Open Space Plan; and

WHEREAS, the Common Council has determined that this action should be classified as a Type I action under SEQR by Resolution 192 of 2019 and that a coordinated review must be undertaken and a request was circulated to all involved and interested agencies for a coordinated review in connection with the Kingston Open Space Plan.

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

SECTION 1. That pursuant to 6 NYCRR Part 617, the City of Kingston Common Council hereby determines that this action is a Type 1 action under SEQR, will have no potentially significant adverse environmental impacts and hereby renders a negative declaration in connection with the Kingston Open Space Plan.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT: Parks and Recreation DATE: 6/17/2020

Description:

A resolution that pursuant to 6 NYCRR ^{CRR} Part 617, the City of Kingston Common Council hereby determines that the City of Kingston Open Space Plan is a Type 1 action under SEQRA, will have no potentially significant adverse environmental impacts and hereby renders a negative declaration in connection with this action.

No financial impact.

Signature Lynsey Timbrouck

Motion by PO'R

Seconded by RSC

Action Required:

SEQRA Decision:

Type I Action ☒

Type II Action ☐

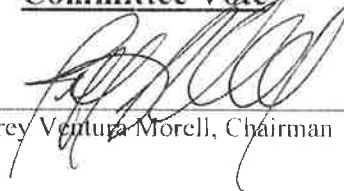
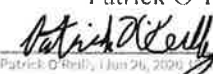
Unlisted Action ☐

Negative Declaration of Environmental Significance: ☐

Conditioned Negative Declaration: ☐

Seek Lead Agency Status: ☐

Positive Declaration of Environmental Significance: ☐

Committee Vote	YES	NO
 Jeffrey Ventura Morell, Chairman	☒	☐
Patrick O'Reilly Ward 7  Patrick O'Reilly: Jun 26, 2020 10:55 EDT	☒	☐
Rennie Scott-Childress, Ward 3 	☒	☐
Don Tallerman, Ward 5  Don Tallerman: Jun 17, 2020 18:33 EDT	☐	☐
Rita Worthington, Ward 4  Rita M. Worthington: Jun 25, 2020 12:25 EDT	☒	☐

(L+R)

CITY OF KINGSTON
Office of Environmental Education and Sustainability
climatesmart@kingston-ny.gov

Julie L. Noble, Coordinator



Steven T. Noble, Mayor

April 23, 2020

Honorable Andrea Shaut
President/Alderman-at -Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: SEQR Type 1 Determination of Significance for Kingston Open Space Plan

Dear President Shaut,

This is a follow up to previous communications with the Council regarding the SEQR determination for the Kingston Open Space Plan, following the passage of Resolution 192 of 2019, and Resolution 36 of 2020 which established the Kingston Common Council as the Lead Agency in the coordinated review.

As the next step of the SEQR Review, I would request for members of the appropriate committee to review the completed Part 1 which I am submitting as the applicant, and DRAFTS of Parts 2 and 3 for the Common Council's completion as Lead Agency, of the Full Environmental Assessment Form (FEAF) and the associated documents. Based on the completion of the FEAF, as the majority of the impacts are none or not applicable, due to the nature of the project being a Plan, I recommend the passage of a resolution determining a Negative Declaration for SEQR. Attached you will find the completed FEAF Part 1, and Draft Parts 2 and 3 and the two relevant resolutions.

I am further requesting the placement on the next appropriate Committee meeting, recommending Laws and Rules, for consideration of a resolution to declare the determination of significance.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Julie L. Noble".

Julie L. Noble

Sustainability Coordinator

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: City of Kingston Open Space Plan		
Project Location (describe, and attach a general location map): City of Kingston, Ulster County New York		
Brief Description of Proposed Action (include purpose or need): This action concerns the Open Space Plan for the City of Kingston completed in 2019 and its adoption as an element of the City of Kingston Comprehensive Plan. The City of Kingston and its Conservation Advisory Council had previously developed a Natural Resource Inventory, and Open Space Index, which identify the natural resources and related community aspects so that informed planning decisions could be made with regard to future growth and the conservation of these elements which are considered assets to the city and to help to protect the visual aesthetic quality of the city together with its cultural resources and to maintain clean drinking water, protect natural habitats, provide recreational opportunities and position the city to mitigate impacts from future climate change trends. The findings of these comprehensive works were then utilized as part of a public planning project to develop the City of Kingston Open Space Plan, a strategy for the responsible stewardship of these important resources for future generations. The Conservation Advisory Council of the City of Kingston is recommending that the City of Kingston Common Council adopt such Open Space Plan as an element of the City of Kingston Comprehensive Plan in order to implement the Open Space Resources discussion in Chapter 3 and elsewhere in said Plan.		
Name of Applicant/Sponsor: City of Kingston Julie Noble, City of Kingston Environmental Education and Sustainability Coordinator		Telephone: 845-481-7339 E-Mail: JulieLNoble@kingston-ny.gov
Address: 467 Broadway		
City/PO: Kingston	State: New York	Zip Code: 12401
Project Contact (if not same as sponsor; give name and title/role):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone: E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Kingston Common Council. lead agency Approval and adoption of action	
b. City, Town or Village ☒ Yes ☐ No Planning Board or Commission	City of Kingston Planning Board referral	
c. City, Town or ☒ Yes ☐ No Village Zoning Board of Appeals	City of Kingston Zoning Board of Appeals referral	
d. Other local agencies ☒ Yes ☐ No	City of Kingston Heritage Area Commission City of Kingston HLPC (Historic Landmarks)	
e. County agencies ☒ Yes ☐ No	Ulster County Planning Board, 239 M Review only.	
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

Hudson Riverport BOA, NYS Heritage Area program, NYS Certified Local Government program (Historic Resources), LWRP, Hudson River Valley Greenway (partial), Hudson River Valley National Heritage Area (partial), NYS Climate Smart Communities program (Climate Action Plan), Tidal Rondout Creek Watershed Management Plan, Rondout Harbor Management Plan 2014

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? Not applicable	☒ Yes ☐ No
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☐ No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	☐ Yes ☒ No
C.4. Existing community services.	
a. In what school district is the project site located?	Kingston City School District
b. What police or other public protection forces serve the project site?	City of Kingston Police Dept.
c. Which fire protection and emergency medical services serve the project site?	City of Kingston Fire Dept.
d. What parks serve the project site?	Kingston City Parks

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?	
b. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres	
c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No	
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No	
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No	
i. If No, anticipated period of construction: _____ months	
ii. If Yes:	
• Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☐ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☐ No If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____	☐ Yes ☐ No ☐ Yes ☐ No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No ☐ Yes ☐ No
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)	☐ Yes ☐ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No

l. Hours of operation. Answer all items which apply.

i. During Construction:	ii. During Operations:
• Monday - Friday: _____	• Monday - Friday: _____
• Saturday: _____	• Saturday: _____
• Sunday: _____	• Sunday: _____
• Holidays: _____	• Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No If Yes: i. Describe proposed treatment(s): _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

- ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
- ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> _____	☐ Yes ☐ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, <i>i. Identify Facilities:</i> _____ _____ _____	☐ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____ _____ _____	☐ Yes ☐ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: <i>i. Has the facility been formally closed?</i> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: <i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____ _____ _____	☐ Yes ☐ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: <i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> ☐ Yes – Spills Incidents database Provide DEC ID number(s): _____ ☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ ☐ Neither database <i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____ _____ _____ <i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> If yes, provide DEC ID number(s): _____ <i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No	
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ %	
_____ %	
_____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site	
☐ Moderately Well Drained: _____ % of site	
☐ Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____ % of site	
☐ 10-15%: _____ % of site	
☐ 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☐ No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No	
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No	
If Yes to either i or ii, continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams:	Name _____ Classification _____
• Lakes or Ponds:	Name _____ Classification _____
• Wetlands:	Name _____ Approximate Size _____
• Wetland No. (if regulated by DEC)	_____
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? ☐ Yes ☐ No	
j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: _____ • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No	
If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No	
If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No	
If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No	
If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name City of Kingston Date 4/23/2020

Signature *Julie L. Noble* Title City of Kingston Environmental Education and

PRINT FORM

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project:
 Date:

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐		
h. Other impacts: _____		☐	☐		

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

1. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☒ NO

☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.
(See Part 1. E.2)

☒ NO

☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. ☒ NO ☐ YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☒ NO ☐ YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)

☒ NO

☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) If "Yes", answer questions a - g. If "No", go to Section 10.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) If "Yes", answer questions a - e. If "No", go to Section 11.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☒ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☒ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☒ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part I.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____		☐	☐

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

PRINT FULL FORM

RESOLUTION 36 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE COMMON COUNCIL OF THE CITY OF KINGSTON TO DECLARE ITSELF LEAD AGENCY ON THE OPEN SPACE PLAN

Sponsored By: Laws & Rules Committee: Alderman: Ventura
Morell, O'Reilly, Scott-Childress, Tallerman,
Worthington

WHEREAS, upon consideration of various criteria set forth in Section 617.6 of the SEQRA Act, the Common Council of the City of Kingston believes that it should be designated lead agency on the Open Space Plan; and

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

SECTION 1. That pursuant to 6 NYCRR Part 617.6 the City of Kingston Common Council hereby declares itself lead agency on the Open Space Plan.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

RESOLUTION 192 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, TO UNDERTAKE A COORDINATED REVIEW OF THE CITY OF KINGSTON, NY OPEN SPACE PLAN

Sponsored By: Laws and Rules Committee: Alderman Shaut,
Alderman Ventura Morell, Alderman Scott-Childress,
Alderman Carey, Alderman O'Reilly

WHEREAS, the City of Kingston and the Conservation Advisory Council began the process of developing a Natural Resources Inventory and Open Space Index for the City, which identifies the natural resources and related areas of the community; and

WHEREAS, the Kingston Conservation Advisory Council would like to recommend that the City of Kingston Common Council adopt the Open Space Plan as an element of the Kingston Comprehension Plan-Kingston 2025, which would necessitate that SEQR requirements be met, including the establishment of Lead Agency and SEQR review.

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

SECTION-1. That pursuant to 6NYRCC Part 617, (b)(1), the City of Kingston Common Council hereby determines that this action is a Type I action under SEQR Act and a coordinated review must be undertaken.

SECTION-2. That the Common Council will circulate a request to all involved and interested agencies requesting that it act as Lead Agency in the SEQR review process.

SECTION-3. That this resolution shall take effect immediately.

Submitted to the Mayor this 2nd day of

October, 2019



Elisa Tinti, City Clerk

Approved by the Mayor this 2nd day of

October, 2019



Steven T. Noble, Mayor

Adopted by Council on October 1, 2019

RESOLUTION 118 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE REPEAL OF A PORTION OF THE UNUSED BOND ORDINANCE FOR THE COMPLETED ABEEL STREET RECONSTRUCTION AND GREENKILL AVENUE BRIDGE PROJECTS

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, bond ordinances were issued on March 6, 2012 and June 14, 2012 for the reconstruction of Abeel Street; and

WHEREAS, bond ordinances were issued on May 6, 2014 and December 1, 2015 for the improvements to the Greenkill Avenue Bridge; and

WHEREAS, both projects have now been completed and there remains on said bond ordinances unused portions thereof, and

WHEREAS, it is requested that a repeal be issued for said unused portions of said bond ordinances.

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

SECTION 1. That the Common Council of the City of Kingston hereby repeals the unused portion of said bond ordinances pursuant to Appendix A hereto attached.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

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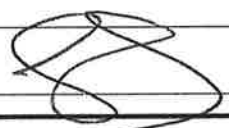
THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION		
INTERNAL TRANSFER _____	CONTINGENCY TRANSFER _____	TRANSFER _____
AUTHORIZATION <u>X</u> _____	BUDGET MODIFICATION _____	BONDING REQUEST _____
CLAIMS _____	ZONING _____	OTHER _____

DEPARTMENT Comptroller DATE 6/10/2020

Description: Repeal the unused portion of previously adopted bond ordinances for the completed Abeel Street Reconstruction and Greenkill Avenue Bridge Improvement Projects that were primarily funded through NYS grants.

Estimated Financial Impact N/A Signature 

Motion by 

Seconded by SS

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D. A. Koop</u> D. A. Koop (Jun 17, 2020 16:32 EDT)	☒	☐
Reynolds Scott-Childress Ward 3 <u>Reynolds Scott-Childress</u>	☒	☐
Anthony Davis, Ward 6 <u>Anthony Davis</u> Anthony Davis (Jun 17, 2020 17:46 EDT)	☐	☐
Michele Hirsch, Ward 9 <u>Michele Hirsch</u> Michele Hirsch (Jun 16, 2020 12:46 EDT)	☒	☐
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:45 EDT)	☒	☐

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER <u> X </u> AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Parks and Recreation</u> DATE <u>May 8, 2020</u> Description: Transfer \$30,000 for facility improvements to the Rondout Neighborhood Center for replacement of the lower roof and HVAC units. The funding for the improvements will be reimbursed by CDBG. Transfer from: A1-7-7141- 22-42020 – CDBG Reimbursement to: A1-7-7141-13-5301 – Contracted Services Estimated Financial Impact <u>0</u> Signature <u></u>		

Motion by SS

Seconded by MC

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D. A. Koop</u> D. A. Koop (Jun 17, 2020 16:32 EDT)	☒	
Reynolds Scott-Childress Ward 3 <u></u>	☒	
Anthony Davis, Ward 6 <u></u> Anthony Davis (Jun 17, 2020 17:46 EDT)	☐	
Patrick O'Reilly, Ward 7 <u></u> Patrick O'Reilly (Jun 18, 2020 12:46 EDT)	☒	
Steven Schabot, Ward 8 <u>Steven Schabot</u> Steven Schabot (Jun 26, 2020 09:45 EDT)	☒	

APPENDIX A

BOND ORDINANCES SUBJECT TO REPEAL IN WHOLE OR PART

<u>ADOPTION DATE</u>	<u>CAPITAL PROJECT</u>	<u>AMOUNT AUTHORIZED</u>	<u>AMOUNT HEREBY REPEALED</u>
03/06/2012	Reconstruction of Abeel Street	\$3,960,000	\$3,760,0000
06/14/2012	Reconstruction of Abeel Street	\$160,094	\$160,094
05/06/2014	Improvements to the Greenkill Avenue Bridge	\$3,700,000	\$3,403,000
12/01/2015	Improvements to the Greenkill Avenue Bridge	\$61,000	\$61,000

City of Kingston
New York 12402

Office of The Comptroller



CPO Box 1627
City Hall, 420 Broadway

Telephone:(845) 331-0080
Fax:(845) 334-3944

May 27, 2020

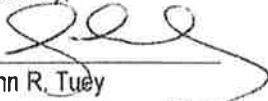
Alderman at Large Andrea Shaut
City of Kingston Common Council
Kingston, NY 12401

RE: Bond Ordinance Repeal

Dear Alderman at Large Shaut,

Please see attached request to repeal the unissued portion of bond ordinances for the completed Abeel Street Reconstruction and Greenkill Avenue Bridge Improvement projects that were primarily funded by NYS grants.

Sincerely,


John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble



Orrick, Herrington & Sutcliffe LLP
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New York, NY 10019-6142

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orrick.com

Thomas E. Myers

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D +1 212 506 5212
F +1 212 506 5151

May 4, 2020

VIA E-MAIL (jtuey@kingstonny.gov)

Mr. John R. Tuey
City Comptroller
City of Kingston
City Hall
420 Broadway
Kingston, NY 12401

Re: City of Kingston, Ulster County, New York
Repeal of Bond Ordinances
Orrick Files: 42394-2-NEW

Dear John:

In accordance with your recent request, enclosed please find an ordinance authorizing the repeal of certain bond ordinances adopted by the Common Council, in accordance with the provisions of Section 41.00 of the Local Finance Law, for adoption by the affirmative vote of at least two-thirds of the entire voting strength of the Common Council.

No Legal Notice needs to be published in connection with this repeal.

When available please return to me a certified copy of the enclosed proceedings for our transcript.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

/es
Att.

REPEAL OF BOND ORDINANCES

At a regular meeting of the Common Council of the City of Kingston, Ulster County, New York, held at Common Council Chambers, City Hall, 420 Broadway, in said City, on the ____ day of May, 2020, at ____:____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were present:

PRESENT:

ABSENT:

The following ordinance was offered by Alderman _____, who moved its adoption, seconded by Alderman _____, to-wit:

ORDINANCE DATED MAY __, 2020.

ORDINANCE REPEALING CERTAIN PREVIOUSLY ADOPTED SERIAL BOND
AUTHORIZATIONS.

WHEREAS, the Common Council of the City of Kingston, Ulster County, New York, has heretofore pursuant to various bond ordinances duly adopted by said Common Council on various dates authorized financing for various capital improvements in and for said City, including incidental improvements and expenses in connection therewith, and

WHEREAS, it has now been determined that all or a portion of certain of said financing authorizations will not be required for said capital projects and it is now desired to repeal solely from said serial bond authorizations of said ordinances, the unused portion thereof; NOW, THEREFOR, BE IT

RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Common Council of the City of Kingston, Ulster County, New York, as follows:

Section 1. The serial bond authorizations of the bond ordinances listed on the attached Appendix A are hereby repealed to the extent indicated therein; provided, however, such repeal shall only be effective to the extent any such authorization to be repealed has not heretofore utilized for the issuance of obligations of the City therefor.

Section 2. This ordinance shall take effect immediately and neither publication nor posting is required.

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.
COUNTY OF ULSTER)

I, the undersigned Clerk of the City of Kingston, Ulster County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the ____ day of May, 2020.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (***the meeting at which the proceeding was adopted***) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of May, 2020.

(CORPORATE SEAL)

City Clerk

04

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05

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RESOLUTION 119 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXPEND UP TO \$314,500 FROM THE RECREATION TRUST FUND FOR PARKS AND RECREATION CAPITAL PROJECTS

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, a request was made for funding to be released from the Recreation Trust Fund for a variety of Capital Park Improvement Projects to be completed in 2020; and

WHEREAS, several key projects have been identified to advance this year as the park amenity use is limited by COVID restrictions, thus making the opportunity for maintenance and upgrades most accessible.

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

SECTION 1. That the Common Council of the City of Kingston hereby authorizes the Mayor to expend up to \$314,500 from the Recreation Trust Fund for Parks and Recreation Capital Projects as per the attached list on a communication to Hon. Andrea Shaut dated June 5, 2020.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION <u>X</u> _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Comptroller on behalf of Mayor</u> DATE <u>6/10/2020</u>		
Description: <u>Authorize Mayor to expend up to \$314,500 from the Recreation Fee</u>		
<u>Reserve ^{for} the attached listing of Parks and Recreation Capital Projects.</u>		
Estimated Financial Impact <u>\$314,500</u> Signature <u>[Signature]</u>		

Motion by [Signature]

Seconded by [Signature]

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>D.A. Koop</u>	☒	☐
Reynolds Scott-Childress Ward 3 <u>[Signature]</u>	☒	☐
Anthony Davis, Ward 6 <u>[Signature]</u>	☐	☐
Michele Hirsch, Ward 9 <u>[Signature]</u>	☒	☐
Steven Schabot, Ward 8 <u>Steven Schabot</u>	☒	☐

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



June 5, 2020

Honorable Andrea Shaut
President
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Parks Capital Projects from Recreation Trust Fund

Dear President Shaut,

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss a request for \$314,500 to be released from the Recreation Trust Fund for a variety of Capital Park Improvement Projects. The 2019 request which I submitted was not fully executed by the Parks and Recreation Department under the previous department leadership and thus the majority of that \$100,000 allocation was returned to the Fund at the close of 2019.

For 2020, the following projects would be completed with this funding:

- 1) \$25,000 for the construction of a new roof at the Hasbrouck Park Pavilion which overlooks the Hudson River. This pavilion roof is in poor condition and has been in need of replacement for several years.
- 2) \$50,000 for the full re-construction of a new Hutton Park Pavilion.
- 3) \$50,000 for the repair and replacement of playground equipment and tennis court repairs at Loughran Park
- 4) \$50,000 for the first phase of construction of a Skate Park, pouring concrete and installation of 2 park elements
- 5) \$70,000 for park improvements at Rickel Knox Memorial Playground (Gill Street) including safeguarding playground from compromised retaining wall, removing dead and dangerous trees and shrubs, installing new playground equipment, leveling out the surface, new front fencing and signage.
- 6) \$24,500 for installation of WIFI and security cameras at 7 City Parks, to include equipment
- 7) \$45,000 for removal and installation of a new boundary fence between Barmann Park and the Metro Building, per Resolution #104 of 2018 and the February 22, 2108 transaction between RUPCO and the City of Kingston. This will include removal of any impeding vegetation, removal of the existing fence and installation of a new fence.

At present, the Recreation Trust Fund has \$451,354.66 available. This request is to utilize 70% of the fund for necessary park improvements, from funds strictly dedicated for this purpose.

Please feel free to contact me with any questions regarding the projects. Thank you for your consideration.

Sincerely,

Steven T. Noble
Mayor

Cc: Lynsey Timbrouck, Ed Norman, John Tuey

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Fin

Steven T. Noble
Mayor



May 29, 2020

Ms. Andrea Shaut
Alderman- at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Parks Capital Projects from Recreation Trust Fund

Dear President Shaut,

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss a request for funding to be released from the Recreation Trust Fund for a variety of Capital Park Improvement Projects to be completed in 2020. The 2019 request which I submitted was not fully executed by the Parks and Recreation Department under the previous department leadership and thus the majority of that \$100,000 allocation was returned to the Fund at the close of 2019.

I have spoken with the Parks and Recreation Department and Department of Public Works regarding priorities for park improvements and we have identified several key projects to advance this year. This year would be most appropriate to advance these infrastructure projects as our park amenity use is limited by COVID restrictions, thus making the opportunity for maintenance and upgrades most accessible.

I will be forwarding a detailed plan to the Council under separate cover by the end of next week.

Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Steven T. Noble", is written over a light blue horizontal line.

Steven T. Noble
Mayor

Cc: Lynsey Timbrouck
Ed Norman
John Tuey

RESOLUTION 120 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AMENDING SECTION 373-5 TREE COMMISSION; CREATION; TERM OF OFFICE OF THE CODE OF THE CITY OF KINGSTON

Sponsored By: Laws & Rules Committee: Alderman: Ventura
Morell, O'Reilly, Scott-Childress, Tallerman,
Worthington

WHEREAS, a request has been made to amend Section 373-5 Tree Commission; creation; term of office of the Code of the City of Kingston relating to the makeup of the membership of the Tree Commission; and

WHEREAS, said request is for a reduction in the number of members on the Tree Commission from 9 members to 7 members, with the member of the Memorial Tree Fund and the professionally trained or experienced member of municipal arboriculture now becoming voting members.

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

SECTION 1. That the City of Kingston Common Council hereby authorizes and approves the amendment of Section 373-5 Tree Commission; creation; term of office to be amended as written on the attached Committee Report.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of
_____, 2020

Approved by the Mayor this ____ day of
_____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT: Planning - Tree Commission

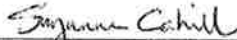
DATE: June 2020

Description:

Amend City Charter and Code as follows:

§ 373-5. Tree Commission; creation; term of office.

A. There is hereby created and established a Tree Commission consisting of seven members to be appointed by the Mayor, at least one of who shall be either professionally trained or experienced in the field of municipal arboriculture; one of who shall be a member of the Common Council; one of who shall be a member of the Planning Department or other appropriate city department; and one of who shall be a member of the Memorial Tree Fund, Inc. All lay members of the commission shall be citizens and actual residents of the City of Kingston. The member of the Common Council and the member of the Planning Department or other city department shall be ex-officio members of the Commission and shall have no vote on matters before the Commission. There shall be five voting members. All members of the Commission shall serve without pay.

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Jeffrey Ventura Morell, Chairman  Jeffrey Ventura Morell June 25, 2020 13:38 EDT	☒	
Patrick O'Reilly Ward 7  Patrick O'Reilly June 25, 2020 13:41 EDT	☒	
Rennie Scott-Childress, Ward 3 	☒	
Don Tallerman, Ward 5  Don Tallerman June 1, 2020 13:35 EDT	☐	
Rita Worthington, Ward 4  Rita M. Worthington June 25, 2020 13:36 EDT	☒	

(L+R)

CITY OF KINGSTON
Kingston Tree Commission
planning@kingston-ny.gov

Suzanne Cahill, Planning Director



Steven T. Noble, Mayor

May 28, 2020

Andrea Shaut, President
Kingston Common Council
420 Broadway
Kingston NY 12401

Dear President Shaut,

The Planning Department, as administrator of the City of Kingston Tree Commission would like to request that the Common Council consider amending section 373-5 of the City Code relating to the makeup of the membership. The current section calls for 9 members of which 4 are non-voting including the member of the Memorial Tree Fund and the professionally trained or experienced member of municipal arboriculture. We are requesting that the membership be reduced to 7 but that these two position become voting members. We feel these members provide valuable experience and knowledge to the Commission and that their vote is important. The member of the appropriate City Department and the Common Council member would remain non-voting.

§ 373-5. Tree Commission; creation; term of office.

A. There is hereby created and established a Tree Commission consisting of ~~nine~~ seven members to be appointed by the Mayor, at least one of who shall be either professionally trained or experienced in the field of municipal arboriculture; one of who shall be a member of the Common Council; one of who shall be a member of the Planning Department or other appropriate city department; and one of who shall be a member of the Memorial Tree Fund, Inc. All lay members of the commission shall be citizens and actual residents of the City of Kingston. The ~~professionally trained advisor,~~ the member of the Common Council and the member of the Planning Department or other city department ~~and the member from the Memorial Tree Fund, Inc.,~~ shall be ex-officio members of the Commission and shall have no vote on matters before the Commission. There shall be five voting members. All members of the Commission shall serve without pay.

Your consideration of this change in the membership configuration will assist in allowing us take actions on the applications which are being received. Thank-you and should be any questions, please do not hesitate to contact our office.

Sincerely,

Suzanne Cahill
Planning Director

cc: S. Noble, Mayor
Ald. J. Ventura-Morell, Tree Commission Liaison and Chair. L&R's Committee

RESOLUTION 121 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AMENDING SECTION 370-16 – TOWING ROSTER: REQUIREMENTS AND FEES OF THE CODE OF THE CITY OF KINGSTON

Sponsored By: Laws & Rules Committee: Alderman: Ventura
Morell, O'Reilly, Scott-Childress, Tallerman,
Worthington

WHEREAS, a request has been made to amend Section 370-16 Towing Roster: requirements and fees of the Code of the City of Kingston for inclusion of towing fees as set forth in the fee schedule and to be established by resolution of the Finance and Audit Committee.

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

SECTION 1. That the City of Kingston Common Council hereby authorizes and approves the amendment of Section 370-16 Towing Roster: requirements and fees of the Code of the City of Kingston for inclusion of towing fees as set forth in the fee schedule and to be established by resolution of the Finance and Audit Committee.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

**LAWS & RULES
COMMITTEE REPORT**

L+R

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, May 27, 2020 9:08 AM
To: Tinti, Elisa
Subject: Communication - Towing Fees

Good Morning Elisa,

The city has been approached by Dan's Towing to discuss amending the towing fees set in the city code. I would like to include this in next month's Laws & Rules meeting. Can you please add this to the list of communications?

Thank you,

Andrea Shaut

Council President, City of Kingston

RESOLUTION 122 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE ASSESSOR'S BUDGET

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, a budget transfer for the Assessor's budget is requested; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request.

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

SECTION 1. That the Common Council of the City of Kingston hereby approves the budget transfer in the Assessor's budget as follows:

From: 1930.457 Certiorari Actions \$20,000.00

To: 1355.411 Consultants \$20,000.00

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of _____, 2020

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER <u>X</u> _____ BONDING REQUEST ____ OTHER _____
DEPARTMENT <u>Assessment</u> DATE <u>6/10/2020</u>		
Description: <u>Amount \$20,000.00</u>		
<u>From Account 1930. 467</u> (Certiorari Actions)		
<u>To Account 1355. 411</u> (Consultants)		

Estimated Financial Impact <u>- 0 -</u> Signature <u>DBII</u>		

Motion by *DBII*

Seconded by *DBII*

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <i>D. A. Koop</i> D. A. Koop: Jun 17, 2020 16:37 EDT	☒	
Reynolds Scott-Childress Ward 3 <i>Reynolds Scott-Childress</i>	☒	
Anthony Davis, Ward 6 <i>Anthony Davis</i> Anthony Davis: Jun 17, 2020 17:06 EDT	☐	
Patrick O'Reilly, Ward 7 <i>Patrick O'Reilly</i> Patrick O'Reilly: Jun 15, 2020 12:46 EDT	☒	
Steven Schabot, Ward 8 <i>Steven Schabot</i> Steven Schabot: Jun 17, 2020 16:37 EDT	☒	

