City of Kingston Kingston Common Council
Meeting Agenda
Tuesday, August 4, 2020
7:30 PM
This meeting will be live-streamed on the City of Kingston's YouTube channel:
https://youtu.be/q2ypKURVyJQ

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

United States (Toll Free): 1 866 899 4679
- One-touch: tel:+18668994679,,555457605#

United States: +1 (224) 501-3318
- One-touch: tel:+12245013318,,555457605#

Access Code: 555-457-605

A CALL TO ORDER

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
20200803104346.pdf

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

G.1. Public comments
20200804095026.pdf

G.2. UC Planning Board response
20200804111305.pdf

H CLAIMS

I COMMUNICATIONS

I.1. Communications
Finance.pdf
Laws and Rules.pdf

Public Safety.pdf

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

K REPORT OF THE COMMITTEES

K.1. Proposed resolutions
20200804090754.pdf
20200804085748.pdf
20200804120623.pdf

L LOCAL LAWS

L.1. Local Law 2 of 2020
20200803105329.pdf

M ADJOURNMENT

N AWARDS AND PRESENTATIONS

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: City Clerk/Registrar
Item Type: Informational Purposes
Agenda Section:

Subject:
General Bills

Suggested Action:

Attachments:
20200803104346.pdf

GENERAL BILLS JULY 2020

ACUITY SPECIALTY PRODUCTS INC	KFD	$7,402.20
ALL TRAFFIC SOLUTIONS	KPD	$900.00
AMERICAN PRINTING	KPD	$309.00
AMERICAN PRINTING	COMPTROLLER	$295.00
AMERICAN PRINTING	DPW	$291.00
ANDERSON MEDICAL	KFD	$30.00
BENSON STEEL	DPW	$25.00
BINNEWATER ICE CO	KPD	$287.55
BINNEWATER ICE CO	CITY CLERK	$57.80
BINNEWATER ICE CO	KFD	$71.90
BYRNES MESSAGE BUREAU LLC	DPW	$550.28
CALLANAN INDUSTRIES INC.	DPW	$175.95
CANON	COMPTROLLER	$54.56
CARL BELL PLUMBING & HVAC INC.	BUILDING/ZONING	$820.30
CENTRAL HUDSON	VARIOUS	$12,314.45
CROWN CASTLE FIBER LLC	COMPTROLLER	$5,796.00
CUMMINGS SALES AND SERVICE	KFD	$100.00
D&W DIESEL INC.	DPW	$51.07
DAILY FREEMAN	BUILDING/ZONING	$84.15
DAILY FREEMAN	CITY CLERK	$54.50
DELL	KPD	$285.54
DIETZ STADIUM DINER AT KINGSTON	KPD	$105.95
DIG SAFELY NEW YORK, INC.	DPW	$50.00
DIRECT ENERGY	COMPTROLLER	$1,481.65
EASTERN HEATING & COOLING INC.	KPD	$2,849.00
EASTERN METAL OF ELMIRA INC.	DPW	$726.80
EASTERN STATES ELEC. SUPPLY CO.	DPW	$2,031.81
EASTERN STATES ELEC. SUPPLY CO.	TREATMENT PLANT	$185.03
EMPIRE STATE DEVELOPMENT	COMM. DEV.	$595.15
FACILITIES MAINTENANCE	KPD	$4,766.50
FAMILY OF WOODSTOCK	COMM. DEV.	$5,830.04
FASTENAL COMPANY	DPW	$441.69
FASTENAL COMPANY	TREATMENT PLANT	$21.07
FIRST CHOICE COFFEE SERVICES	DPW	$52.26
GENERAL CARBON CORP.	TREATMENT PLANT	$2,515.48
GENERAL CODE	CITY CLERK	$930.00
GLENN SNYDER REFUND	PARKS & REC	$560.00
GLOBAL MONTELLO	DPW	$2,827.66
GRAINGER	KPD	$463.20
GREENMAN-PEDERSEN INC.	CITY CLERK	$13,325.00
HD SUPPLY FACILITIES MAINTENANCE	TREATMENT PLANT	$203.44
HERZOG'S HOME & PAINT CENTER	BUILDING/ZONING	$12.30
HERZOG'S HOME & PAINT CENTER	TREATMENT PLANT	$18.28
HERZOG'S HOME & PAINT CENTER	KPD	$64.11
HERZOG'S HOME & PAINT CENTER	CITY CLERK	$2.88
HERZOG'S HOME & PAINT CENTER	DPW	$625.70
HERZOG'S HOME & PAINT CENTER	PARKS & REC	$4,635.17
HERZOG'S HOME & PAINT CENTER	KFD	$66.28
HZ ELECTRIC SUPPLY	DPW	$107.88
INT. ASSOC. OF POLICE CHIEFS	KPD	$190.00
INTER CITY TIRE	DPW	$248.00
JOE JOHNSON EQUIPMENT INC.	DPW	$69.73
JOHN F. FINN INST. FOR PUBLIC SAFETTY	KPD	$30,000.00
JOHNSONS SIGNS AND TEES	KFD	$87.25
KAREN PAJAK REFUND	PARKS & REC	$50.00
KINGSTON AUTO SUPPLY	KFD	$62.32
KINGSTON BLOCK & MASONRY	DPW	$86.00
KINGSTON LAND TRUST	MAYOR	$20,000.00
LYNCH AUTO PARTS	DPW	$84.73

M&T BANK	VARIOUS	$2,245.10
MES INC	KFD	$3,452.40
MID-VALLEY OFFICE PRODUCTS	PURCHASING	$131.99
NORTHERN SAFETY & INDUSTRIAL	TREATMENT PLANT	$200.50
NYCOMCO	KPD	$7,228.00
NYSID	KPD	$41.41
PASSPORT LABS INC.	COMPTROLLER	$1,256.20
PREMIER FIRE APPARATUS	KFD	$5,443.61
QUILTY, DWYER	CITY CLERK	$391,066.41
QUILTY, DWYER	CITY CLERK	$391,066.40
SAFECO ALARM SYSTEMS	PARKS & REC	$63.00
SPECTRUM BUSINESS	PARKS & REC	$98.43
SPINNENWEBER PFV	TREATMENT PLANT	$157.15
THYSSENKRUPP	KPD	$1,013.17
TIMELY SIGNS OF KINGSTON	PLANNING	$20.00
TRAFFIX DEVICES INC.	DPW	$2,131.94
TRANS UNION	KPD	$128.30
ULSTER CO. SPCA	KPD	$16,500.00
ULSTER COUNTY CLERK'S OFFICE	CITY CLERK	$2,280.35
ULSTER UNIFORM SERVICE INC	DPW	$807.50
ULSTER UNIFORM SERVICE INC	CITY CLERK	$298.00
ULSTER UNIFORM SERVICE INC	KPD	$219.00
ULSTER UNIFORM SERVICE INC	PARKS & REC	$839.00
VANKLEECK'S TIRE INC.	DPW	$220.00
VANKLEECK'S TIRE INC.	KPD	$497.20
VERIFY	KPD	$500.00
VERIZON	KPD	$92.83
VERIZON WIRELESS	CITY CLERK	$36.26
VERIZON WIRELESS	CENTRAL DATA	$261.53
VERIZON WIRELESS	BUILDING/ZONING	$253.82
VERIZON WIRELESS	DPW	$653.35
WATCHGUARD	KPD	$15.20
WB MASON	VARIOUS	$1,078.12
WINDSTREAM	CENTRAL DATA	$1,482.54
TOTAL		$958,107.32

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: Common Council
Item Type: Informational Purposes
Agenda Section:

Subject:
Public comments

Suggested Action:

Attachments:
20200804095026.pdf

Tinti, Elisa

From: Clark Richters <clark12401@gmail.com>
Sent: Wednesday, July 15, 2020 11:53 AM
To: Tinti, Elisa
Subject: Re: [EXTERNAL EMAIL] Cable Commission

Yes, that's it. it a communication for the Council President

I'm requesting City of Kingston to reappointed members to the Cable Commission

thank you
Clark Richters

On Wed, Jul 15, 2020 at 11:47 AM Tinti, Elisa <emtinti@kingston-ny.gov> wrote:

Clark,

What is this and what do you want me to do with it? Is it a communication for the Council President?

Elisa Tinti

City Clerk and Registrar

City of Kingston

(845) 334-3914 Office

(845) 334-3918 Fax

Kingston City Clerk Webpage

From: Clark Richters [mailto:clark12401@gmail.com]
Sent: Wednesday, July 15, 2020 11:30 AM

To: Tinti, Elisa <emtinti@kingston-ny.gov>
Subject: [EXTERNAL EMAIL] Cable Commission

RESOLUTION 137 OF 1995 #PEGTV Cable franchise Fee

The City of Kingston and the Towns lack to appoint any residence to the Cable Commission. City of Kingston receives $405,000 from the Cable franchise fees from the Cable subscribers, and doesn't direct any funds to the Public access station.

The Kingston News Blog RESOLUTION 137 OF 1995 #PEGTV Cable franchise Fee

RESOLUTION 137 OF 1995 -2- Kingston Public Access Cable Television - SECTION 4.That upon approval by the Common Council's Temporary committee on cable Television, these nine names will be sent to the floor of the common council for final approval. SECTION 5.That the Kingston Public Access Cable Television Commission make-up will be as follows: City of Ktngston Five Members Town of Ulster One Member Town of Esopus - One Member Town of Kingston One Member Town- of Hurley plus 33 Town of Marbletown Subscribers One Member SECTION 6.That this resolution shall take effect immedlately. Adopted by Council on May 2 1995.

Cable Franchise Agreement still being negotiated expired since 2016

https://www.youtube.com/watch?v=L8uJULvYERU&feature=emb_title

HISTORY Former KPA T.V. Studio in Kingston in 2008

https://clarkrichters.blogspot.com/2008/

I'm requesting the council to appoint City residence to the cable Commission.. so I would be more than happy to serve on a cable commission again

Former producer/commissioner,

Clark Richters Sr. Kingston

The Kingston News

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Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:11 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

I have been receiving emails re: the Kingstonian and was asked to forward to the full council.

-----Original Message-----
From: Wyatt Sprague [mailto:wyattandsneha@mac.com]
Sent: Tuesday, July 14, 2020 6:10 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

The Ulster County Industrial Development Agency (UCIDA) this week considered a $30.6 million tax subsidy to real estate developers in exchange for 277 parking spaces. In the midst of a financial crisis, the substantial loss of $30.6 million in tax receipts will have a profound effect on the community. A subsidy to the Kingstonian real estate developers for parking spaces means less money to invest in City schools, streets, public housing, and infrastructure. It increases the likelihood that already overburdened taxpayers will cover any fiscal gap with increased school and property taxes.

In a time of financial crisis when the coronavirus pandemic has led to cuts in city services and jobs, a $30.6 million subsidy for a parking garage deserves increased scrutiny. While not all PILOTs are exploitive, they must be balanced against the potential gains an investor or industry may bring to the area. The cost of the PILOT may be offset by community gains that have not yet been realized and won't come to fruition until after the investment. Those gains may be larger than the PILOT subsidy. The PILOTs that cause concern are those structured to eliminate the investor's financial risk while displacing that risk on to taxpayers. While every investor would like to eliminate risk, ordinary citizens aren't able to shape the political landscape to their preferred financial ends.

Moreover, the IDAs PILOT decision is being made without full transparency even though the outcome will affect the long-term financial health of the City. The developers are unwilling to publicly disclose the math behind their numbers and are going to extremes to shield them.

Without this important financial information, the public does not know what portion of the $57,885,000 project is taxable and thus cannot estimate the cost to taxpayers over 25 years. Besides the IDA, only the political insiders have access to that information.

As a tax payer, we demand that the applicant be required to release its financial data for independent assessment and to place a value on their PILOT request prior to any scheduled public hearing.

http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Thank you.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:12 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: steve clorfeine [mailto:goldsun3096@gmail.com]
Sent: Tuesday, July 14, 2020 2:49 PM
To: Ulster County <info@ulstercountyida.com>; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; Rebecca Martin <ourcitizens@gmail.com>; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Thank you.

Steve Clorfeine
280 1/2 Washington Ave.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:14 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Danica [mailto:dshort001@aol.com]
Sent: Monday, July 13, 2020 10:03 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Thank you.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:15 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: Ilona Ross [mailto:ilonaross@aol.com]
Sent: Monday, July 13, 2020 5:37 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:15 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Rachel Evans [mailto:rachel.stepup@gmail.com]
Sent: Monday, July 13, 2020 8:20 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Thank you.

nti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:15 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Jenny Bates [mailto:jennybates1459@gmail.com]
Sent: Monday, July 13, 2020 8:57 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Thank you.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:16 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: abramsart [mailto:abramsart@verizon.net]
Sent: Monday, July 13, 2020 2:02 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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In a time of financial crisis when the coronavirus pandemic has led to cuts in city services and jobs, a $30.6 million subsidy for a parking garage deserves increased scrutiny. While not all PILOTs are exploitive, they must be balanced against the potential gains an investor or industry may bring to the area. The cost of the PILOT may be offset by community gains that have not yet been realized and won't come to fruition until after the investment. Those gains may be larger than the PILOT subsidy. The PILOTs that cause concern are those structured to eliminate the investor's financial risk while displacing that risk on to taxpayers. While every investor would like to eliminate risk, ordinary citizens aren't able to shape the political landscape to their preferred financial ends.

Moreover, the IDAs PILOT decision is being made without full transparency even though the outcome will affect the long-term financial health of the City. The developers are unwilling to publicly disclose the math behind their numbers and are going to extremes to shield them.

Without this important financial information, the public does not know what portion of the $57,885,000 project is taxable and thus cannot estimate the cost to taxpayers over 25 years. Besides the IDA, only the political insiders have access to that information.

As a tax payer, we demand that the applicant be required to release its financial data for independent assessment and to place a value on their PILOT request prior to any scheduled public hearing.

http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Thank you.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:16 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Diana Abadie [mailto:diana.abadie@yahoo.com]
Sent: Sunday, July 12, 2020 11:05 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

Dear Kingston IDA,

I read that the Ulster County Industrial Development Agency (UCIDA) has considered a $30.6 million tax subsidy to real estate developers in exchange for 277 parking spaces. In the midst of a financial crisis, the substantial loss of $30.6 million in tax receipts will have a profound effect on the community. A subsidy to the Kingstonian real estate developers for parking spaces means less money to invest in City schools, streets, public housing, and infrastructure. It increases the likelihood that already overburdened taxpayers will cover any fiscal gap with increased school and property taxes.

In a time of financial crisis when the coronavirus pandemic has led to cuts in city services and jobs, a $30.6 million subsidy for a parking garage deserves increased scrutiny. While not all PILOTs are exploitive, they must be balanced against the potential gains an investor or industry may bring to the area. The cost of the PILOT may be offset by community gains that have not yet been realized and won't come to fruition until after the investment. Those gains may be larger than the PILOT subsidy. The PILOTs that cause concern are those structured to eliminate the investor's financial risk while displacing that risk on to taxpayers. While every investor would like to eliminate risk, ordinary citizens aren't able to shape the political landscape to their preferred financial ends.

Moreover, the IDAs PILOT decision is being made without full transparency even though the outcome will affect the long-term financial health of the City. The developers are unwilling to publicly disclose the math behind their numbers and are going to extremes to shield them.

Without this important financial information, the public does not know what portion of the $57,885,000 project is taxable and thus cannot estimate the cost to taxpayers over 25 years. Besides the IDA, only the political insiders have access to that information.

It has been a hope of mine to retire Kingston. Therefore, the lack of transparency is troublesome and very unsavory to me. The applicant should be required to release financial data for an independent assessment and place a value on their PILOT request prior to any scheduled public hearing.

http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Respectfully,

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:16 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Jenny Snider [mailto:paintedwood100@gmail.com]
Sent: Sunday, July 12, 2020 3:13 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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As a tax payer, we demand that the applicant be required to release its financial data for independent assessment and to place a value on their PILOT request prior to any scheduled public hearing

Thank you.

Jenny Snider
45 Jefferson Avenue
Kingston, NY 12401

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:16 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: beckalamm@juno.com [mailto:beckalamm@juno.com]
Sent: Sunday, July 12, 2020 11:13 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Thank you.
Rebecca Lamoreaux

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:16 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: matthew Colangelo [mailto:mcolangelo99@gmail.com]
Sent: Sunday, July 12, 2020 10:56 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Lynn Eckert [mailto:millseckert@gmail.com]
Sent: Sunday, July 12, 2020 10:06 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Larry Grenadier [mailto:larrygrenadier@earthlink.net]
Sent: Sunday, July 12, 2020 9:35 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Thank you.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: sherie potnilly [mailto:eeyger@gmail.com]
Sent: Sunday, July 12, 2020 9:32 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

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Kingston needs more affordable housing, better housing inspection, does not need more luxury apartments or condos.

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: Caro Marr [mailto:carospeaks@gmail.com]
Sent: Sunday, July 12, 2020 8:32 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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C. Marr

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Susan Crowe [mailto:susan.crowe9@me.com]
Sent: Sunday, July 12, 2020 7:38 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Sarah Wenk [mailto:smwenk2@gmail.com]
Sent: Sunday, July 12, 2020 7:15 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:17 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

From: R.Que Dtwo [mailto:rosemaqui@protonmail.com]
Sent: Sunday, July 12, 2020 12:38 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Sent: Wednesday, July 15, 2020 11:18 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Debbie Mediate [mailto:deeptruthtarot@gmail.com]
Sent: Saturday, July 11, 2020 10:56 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Sent: Wednesday, July 15, 2020 11:18 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Boneshaker MMXII [mailto:boneshaker@outlook.com]
Sent: Saturday, July 11, 2020 10:50 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Thank you,

Steven Markota
3 Main St.

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Sent: Wednesday, July 15, 2020 11:18 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: Peter Wetzler [mailto:peterwetzler@mac.com]
Sent: Saturday, July 11, 2020 10:35 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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To: Alderman
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From: mundivagant@hotmail.com [mailto:mundivagant@hotmail.com]
Sent: Saturday, July 11, 2020 10:22 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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To: Alderman
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-----Original Message-----
From: kbevet [mailto:kbevet@hvc.rr.com]
Sent: Saturday, July 11, 2020 10:10 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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-----Original Message-----
From: carol warren [mailto:warrenc52@yahoo.com]
Sent: Saturday, July 11, 2020 10:07 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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Sent from my iPhone

Tinti, Elisa

From: Shaut, Andrea
Sent: Wednesday, July 15, 2020 11:19 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

-----Original Message-----
From: JA Myers [mailto:JA.Myers@marist.edu]
Sent: Saturday, July 11, 2020 9:48 PM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
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JAM

Tinti, Elisa

From: Cahill, Suzanne
Sent: Tuesday, July 21, 2020 9:12 AM
To: Tinti, Elisa; Shaut, Andrea; Morell, Jeffrey
Subject: FW: [EXTERNAL EMAIL] Proposed Kingston re-zoning. 2-16 Montrepose Ave. - Community Input

FYI – Received this after hours and did not see until this morning. Forwarding to share with others.

Suzanne Cahill, Planning Director
City of Kingston
City Hall - 420 Broadway
Kingston, New York 12401
Phone: 845.334.3955
Fax: 845.334.3958
E-mail: scahill@kingston-ny.gov
www.kingston-ny.gov

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This e-mail, including attachments, may contain information that is confidential and it may be protected by the attorney/client or other privileges. This e-mail, including attachments, constitutes information to be conveyed only to the designated recipient(s). If you are not the intended recipient, please delete this e-mail, including attachments, and notify this office by return mail or e-mail. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments is prohibited and may be unlawful.

Please consider the environment before printing this email.

From: Joshua Unterbach [mailto:joshuau@me.com]
Sent: Monday, July 20, 2020 4:23 PM
To: Cahill, Suzanne <scahill@kingston-ny.gov>
Cc: Hirsch. Michele <mhirsch@kingston-ny.gov>; Gene <gballou55@msn.com>
Subject: [EXTERNAL EMAIL] Proposed Kingston re-zoning. 2-16 Montrepose Ave. - Community Input

To Whom it May Concern,

Thank you for taking the time to consider the input on this proposition from area property owners.

I am writing to voice my opposition to the proposed re-zoning of 2-16 Montrepose Ave in the City of Kingston from RRR to RT based on three elements.

Quality of life;

The top of the lot in question (2-16 Montrepose) boarders four houses on W.Chestnut st. All four of these residences enjoy the peace and quiet afforded by their respective woodland setting and RRR zoning. The proposed RRR->RT re-zone at 2-16 Montrepose would effectively remove our sub-urban setting and place us into an urban zone.

While it is the owners right to build on their land, it is their responsibility to do so with regard to the neighboring properties.

We purchased this property (198 W.Chestnut st) because of the zoning of the adjacent lots, and the quality of life that we associated with a predominantly RRR neighborhood.

Traffic;
The property in question sits an a nervous intersection of Montrepose and W.Pierpont streets and an incomplete sidewalk on only one side of W.Pierpont st. There have been numerous calls to emergency services in the past 2 years concerning traffic incidents at this corner. The streets are narrow, curvy and hilly, with limited visibility. In my opinion, adding the traffic of 15 residences to this corner will impact pedestrians ability to safety walk to the lower Strand or Rondout area. The walkability of this area is a feature of the residents lifestyle, and should be accounted for.

Environment;
There is a creek that runs underneath West Chestnut st. which surfaces in the top of the lot in question (2-16 Montrepose).
Failure to properly accommodate this waterway on the lot in question will have immediate negative effects to 198,200.202,204 and 206 W.Chestnut with regards to drainage and soil stability. These properties are already subject to drainage issues as a result of this waterway, re-zoning proposed lot would exacerbate an already fragile ecology.

Summary;
The owner of the property in question has made a career out of actualizing value from un/under utilized properties. We ask your council to help steer the property owners to find a balance between their maximum density proposal, and the quiet sub-urban nature of the surrounding properties.
The owners application states (on lines 6, of their Short Environmental Assessment form) that their proposal is "consistent with the predominant character of the existing built or natural landscape". This is false. The character of this area is suburban and wooded, It should be the goal of this committee to identify and retain these area traits when considering zoning changes

Also, line 4 of the same application states the only land use that occurs 'on, adjoining or near' 2-16 Montrpose as 'Urban'. We implore the board to scrutinize these claims. Any resident of W.Chestnut st, or W.Pierpont, especially those adjacent or across from the lot in question, will tell you they enjoy a quiet suburban lifestyle.

The residents of W.Chestnut and W. Pierpont streets would be best served by a plan for developing the lot at 2-16 Montrepose that works within the current zoning designation. If one were to pay the lot in question a visit, they would likely see why it garnered the RRR designation in the first place.

Please let me know if you would like clarification on any off the above items, I, and my neighbors are available to speak further as needed.

Yours,
Joshua,

Joshua Unterbach
Technical Director
198 West Chestnut st.
Kingston, NY.
joshuau@me.com | Linkedin
M: 917.721.4289

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Tinti, Elisa

From: Hirsch. Michele
Sent: Tuesday, July 21, 2020 8:24 AM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] Montropose Ave proposed zoning change to multi family and is water pollution from Wonderly's still a problem for an 8 block radius?

Michele Hirsch
Alderwoman, Ward 9

From: Barbara Stemke <bstemke@gmail.com>
Sent: Tuesday, July 21, 2020 12:22:21 AM
To: Hirsch. Michele
Cc: Lynne Millson
Subject: [EXTERNAL EMAIL] Montropose Ave proposed zoning change to multi family and is water pollution from Wonderly's still a problem for an 8 block radius?

Hi Michele,

The proposed Montropose Ave location is challenging & tricky, dangerous at best for cars, bikers & pedestrians with the three hills of Montropose and West Pierpont streets converging. Blind spots and speeding cars, kids walking on the hills, require a full stop to scan for cars and people before I enter the intersection. Extreme caution needed going East, West, North and South. In my opinion, the empty lot is needed for safety and visibility, not multifamily development.

I have walked and have operated my car through this intersection for 26 years.

Skunk cabbage grows in the seasonal runoff/creek on the property. Deer and wildlife live in the woods there. Why build a multifamily structure there for 15 families?

Also, how safe is the drinking water for residences and workplaces and how safe is the water, coffee, soup and beverages etc at cafes along Broadway within an eight block radius of Wonderly's on Cornell St? Rashida told us there is a water contamination problem last year when the Tenants Union met.

Can you get an update from the water department or health department? (I would look into it but I'm on deadline to pack and move).

Thanks for adding my observations re: the proposed Montropose Ave site. And thanks for letting us know about the chemical water pollution from Wonderly's.

Respectfully,

Barbara Stemke

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Tinti, Elisa

From: Hirsch. Michele
Sent: Monday, July 20, 2020 4:33 PM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] Regarding proposal for housing unit Montrepose & West Pierpont

Additional comments regarding the proposed Montrepose Avenue rezone.

Michele Hirsch
Alderwoman, Ward 9

From: Percy Kovaleski <tkvksk@gmail.com>
Sent: Monday, July 20, 2020 2:42:54 PM
To: Cahill, Suzanne
Cc: Hirsch. Michele
Subject: [EXTERNAL EMAIL] Regarding proposal for housing unit Montrepose & West Pierpont

Dear Ms. Cahill,

Thank you for taking our comments.
Since 2002, we own and have resided at 124 West Pierpont, just across the street from part of the proposed project. We have concerns about how the increase in traffic will be managed. The intersection at Montrepose and W.Pierpont is already challenging due to poor visibility on the western approach. The proposed building complex would further decrease visibility from the eastern approach.
West Pierpont is also notoriously sloped, and driving uphill from the eastern approach is problematic in icy and snowy weather. Increased traffic will result in more frequent safety risks.
There is also the question of the 3-way intersection of McEntee, Ravine and West Pierpont. This intersection presents safety concerns under current traffic patterns, as our neighbors well know.
We only recently heard about this project from a friend in the neighborhood, so our thoughts about this project are still newly formulated! Thank you again for listening to our concerns.

Valerie Percy & Tim Kovaleski

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Tinti, Elisa

From: Hirsch. Michele
Sent: Monday, July 20, 2020 4:31 PM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] Proposed Kingston re-zoning. 2-16 Montrepose Ave. - Community Input

I am forwarding comments on the proposed Montrepose Avenue rezoning.

Thank you.

With kind regards,

Michele Hirsch
Alderwoman, Ward 9

From: Joshua Unterbach <joshuau@me.com>
Sent: Monday, July 20, 2020 4:23:24 PM
To: Cahill, Suzanne
Cc: Hirsch. Michele; Gene
Subject: [EXTERNAL EMAIL] Proposed Kingston re-zoning. 2-16 Montrepose Ave. - Community Input

To Whom it May Concern,

Thank you for taking the time to consider the input on this proposition from area property owners.

I am writing to voice my opposition to the proposed re-zoning of 2-16 Montrepose Ave in the City of Kingston from RRR to RT based on three elements.

Quality of life;

The top of the lot in question (2-16 Montrepose) boarders four houses on W.Chestnut st. All four of these residences enjoy the peace and quiet afforded by their respective woodland setting and RRR zoning. The proposed RRR->RT re-zone at 2-16 Montrepose would effectively remove our sub-urban setting and place us into an urban zone.

While it is the owners right to build on their land, it is their responsibility to do so with regard to the neighboring properties.

We purchased this property (198 W.Chestnut st) because of the zoning of the adjacent lots, and the quality of life that we associated with a predominantly RRR neighborhood.

Traffic;

The property in question sits an a nervous intersection of Montrepose and W.Pierpont streets and an incomplete sidewalk on only one side of W.Pierpont st. There have been numerous calls to emergency services in the past 2 years concerning traffic incidents at this corner. The streets are narrow, curvy and hilly, with limited visibility. In my opinion, adding the traffic of 15 residences to this corner will impact pedestrians ability to safety walk to the lower Strand or Rondout area. The walkability of this area is a feature of the residents lifestyle, and should be accounted for.

Environment;
There is a creek that runs underneath West Chestnut st. which surfaces in the top of the lot in question (2-16 Montrepose).
Failure to properly accommodate this waterway on the lot in question will have immediate negative effects to 198,200.202,204 and 206 W.Chestnut with regards to drainage and soil stability. These properties are already subject to drainage issues as a result of this waterway, re-zoning proposed lot would exacerbate an already fragile ecology.

Summary;
The owner of the property in question has made a career out of actualizing value from un/under utilized properties. We ask your council to help steer the property owners to find a balance between their maximum density proposal, and the quiet sub-urban nature of the surrounding properties.
The owners application states (on lines 6, of their Short Environmental Assessment form) that their proposal is "consistent with the predominant character of the existing built or natural landscape". This is false. The character of this area is suburban and wooded, It should be the goal of this committee to identify and retain these area traits when considering zoning changes

Also, line 4 of the same application states the only land use that occurs 'on, adjoining or near' 2-16 Montrpose as 'Urban'. We implore the board to scrutinize these claims. Any resident of W.Chestnut st, or W.Pierpont, especially those adjacent or across from the lot in question, will tell you they enjoy a quiet suburban lifestyle.

The residents of W.Chestnut and W. Pierpont streets would be best served by a plan for developing the lot at 2-16 Montrepose that works within the current zoning designation. If one were to pay the lot in question a visit, they would likely see why it garnered the RRR designation in the first place.

Please let me know if you would like clarification on any off the above items, I, and my neighbors are available to speak further as needed.

Yours,
Joshua,

Joshua Unterbach
Technical Director
198 West Chestnut st.
Kingston, NY.
joshuau@me.com | Linkedin
M: 917.721.4289

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Tinti, Elisa

From: Hirsch. Michele
Sent: Wednesday, July 22, 2020 11:56 AM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] Developments

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Public comment on PILOT and Montrepose Re-zone.

Michele Hirsch
Alderwoman, Ward 9

From: Lawrence McCauley <lrogermccauley@gmail.com>
Sent: Wednesday, July 22, 2020 10:12:21 AM
To: Hirsch. Michele
Subject: [EXTERNAL EMAIL] Developments

Hi Michele,

Just an FYI. I am NOT opposed to the Kingstonian, as I think it will improve Uptown, and as a Realtor, I know we need Market Rental Housing. I am however, opposed to the PILOT they are requesting.

I am also NOT opposed to the 15 unit Apartment Building proposed to be built in that dumpy, garbage collecting lot on the corner of Montrepose Avenue and West Pierpont St. There are people who do not need help paying their rent who would rather not own their homes.

Regards,

Lawrence McCauley
132 Andrew St.

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July 22, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms.Shaut and Members of the Common Council,

I am writing to voice my enthusiastic support of the Kingstonian PILOT initiative and to urge you to assist the merchants in our area by backing this project. For almost three years now this project has been dangled in front of a Kingston business community that is in dire need of the many benefits it will provide. As directed, the Kingstonian developers have created a project that delivers a multitude of benefits at no cost to the taxpayers and it is my belief we may never have an opportunity like this again.

I am both a building owner and business owner in the uptown business district and see firsthand each day how much our area needs this project. The shortage of parking is something that has deterred shopping and created a logistical nightmare for employers ever since the prior garage was torn down. The turnover of commercial real estate and recent pandemic have left us with numerous empty storefronts and store owners struggling to stay afloat. The 300 + consumers this project will bring with it from residents living in the apartments or visiting the area and staying in the hotel rooms will provide the stimulus the district is in dire need of. The addition of public restrooms is an added bonus and will service the needs of shoppers, tourists, employees and most importantly individuals participating in the various marketing events hosted in the district.

I have followed this project with great anticipation since its inception and quite honestly see no reason why anyone would not support it. What do we have to lose? There is no impact on the taxpayers, the project brings an abundance of critical economic drivers that will support both retention and growth within the district and the projected $333K in additional sales tax revenue comes at a time when local and state governments are searching for new sources of income.

I urge you to support your community by supporting this project!

Sincerely,

John Murphy
Murphy Realty

July 22, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large
355 Hasbrouck Ave
Kingston, NY 12401

Dear Council Members,

I am writing in support of the Kingstonian project. I have followed this proposed development from its inception and am extremely impressed with the evolution we have witnessed in an effort to address the various concerns of groups within our community. The developers have continually exhibited a willingness to work with important stakeholders to not only attain the original goals set forth by the City of Kingston, but to also address additional needs and wants that have been identified.

It is exciting to see the rebirth of the uptown business district. Our family once had a retail location in uptown but like many other area businesses, we relocated to the Town of Ulster strip decades ago. The recent shift back to strip malls and downtown urban areas is well-documented and this project is positioned to assist area merchants in their attempts to combat online shopping. I applaud the efforts and foresight shown by the City of Kingston, both by issuing the original RFQ and identifying and stating their project goals. By doing so, they not only addressed the current need of parking but are also promoting economic drivers that will increase employment opportunities and create much needed sales tax revenue. The new housing and hotel component will also add critical consumers to an important business district exhibiting a desire to promote retention and spur growth.

The Kingstonian development team has successfully created a project that speaks to all areas of concern and has gone above and beyond in meeting all the original goals stated plus so much more. Most importantly, they have been able to do so with zero impact on the taxpayers of the City of Kingston and the Kingston Consolidated School District.

It is exciting to envision what this development can do for Kingston and I look forward to sharing along with the community the numerous benefits this project will provide.

Sincerely,

William Stote
415 Country Club Dr.
Kingston, NY 12401
845-338-8525
billystote@aol.com

THE REIS GROUP

INSURANCE WORTH HAVING.

July 23, 2019

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
Re: Support the Kingstonian PILOT

Dear Ms.Shaut and Members of the Common Council,

Please vote YES for the Kingstonian PILOT. Uptown has needed a parking garage for many years. This project will not only benefit the businesses in Uptown Kingston but will attract renters, including those locals who are "downsizing" in retirement keeping tax dollars flowing in Kingston. This project can move forward without the garage but the PILOT will assure that this project will not impact local taxpayers while giving a boost to the Uptown infrastructure and in turn the local economy. This is a win/win for the revenue generating businesses and individuals in our area and ultimately a positive for ALL of Kingston and Ulster County.

The project will also create many construction jobs as well as permanent employment in our area. It is estimated there will be $52 million in construction sales alone. These workers will add to the tax rolls as will the sales tax that will be generated by increased accessibility to the Uptown Business district. This area needs investment that creates tax revenue for our area and reduces the drag put on all hardworking taxpayers. A $58 million dollar private investment is a benefit for ALL of the citizens of Kingston and Ulster County. The residential space will also include affordable housing subsidized by the developers and not the state, decreasing the financial drain on our already overburdened economic engines; the businesses and taxpayers of Kingston and Ulster County.

There is a loud vocal minority that opposes any type of entrepreneurial development in Ulster County and even more so in Kingston. These individuals are often transplants to the area and are usually the same group looking to be supported by federal, state and local tax dollars. These dollars have to be raised somehow. As a third generation Kingstonian and a member of a silent majority I must make my voice heard. Please vote YES on the PILOT for this project and let ALL the local citizenry benefit from development done the right way.

Sincerely,

Frank L Casciaro Jr

Frank L Casciaro Jr, CIC
CFO/IT Manager Frank H Reis Inc

Frank H Reis Inc, 475 Washington Avenue Kingston NY 12401 845 338-4656, FAX 845 338-2346

Frank Campagna
Office:
83 Ten Broeck Avenue
Kingston, New York 12401

July 24, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

I am writing to express my support for the Kingstonian project in the City of Kingston and a favorable vote for the PILOT.

My name is Frank Campagna, I am a second-generation business owner located in the Midtown Arts District in the City of Kingston since 1976. I purchased my first home on West O'Reilly Street in Midtown Kingston and lived there for many years. My wife and I have worked long hours to own the commercial real estate that my business currently occupies, located at 81, 83 and 85 Ten Broeck Avenue in Midtown.

I care a lot about the well-being of Kingston, it has always been a significant part of my life and career. My most significant investments have been made in the City of Kingston and I plan to continue playing my part to help improve Kingston through my volunteer efforts and future investments. In fact, I often wondered why more businesses do not locate to Kingston and hoped someday projects like the Kingstonian would eventually happen to spark further private investments to fund development projects and improvements in the worn and tired areas throughout the City.

The Kingstonian project provides smart, productive growth as it will: provide greater visibility and access to our City's largest shopping districts, increase consumer spending to our small business community, support our growing tourism, create new jobs, increase sales tax revenue, improve pedestrian walkways, add to the housing inventory and increase much needed public parking and bathrooms. I am hopeful a project of this nature will also bring interest to middle-market employers who will find value in Kingston's wonderful attributes and emerging energy.

The PILOT is justified by the value of the benefits it will bring to our City with no tax increase to City taxpayers. I do not believe there will be a better opportunity in the future. Kingston's opportunity is now, it is important that we show our support and prevent unnecessary delays that will send the wrong message to those seeking expansion or growth in Kingston.

Thank you for your hard work during this important time for Kingston. Please vote in favor of the Kingstonian.

Sincerely,

Frank Campagna

Tinti, Elisa

From: Cahill, Suzanne
Sent: Friday, July 24, 2020 10:03 AM
To: Tinti, Elisa; Shaut, Andrea; Morell, Jeffrey
Subject: FW: [EXTERNAL EMAIL] 15 Unit Apartment on Montrepose, Kingston

FYI – Sharing another public comment.

Suzanne Cahill, Planning Director
City of Kingston
City Hall - 420 Broadway
Kingston, New York 12401
Phone: 845.334.3955
Fax: 845.334.3958
E-mail: scahill@kingston-ny.gov
www.kingston-ny.gov

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From: shaillj@aol.com [mailto:shaillj@aol.com]
Sent: Thursday, July 23, 2020 7:52 PM
To: Cahill, Suzanne <scahill@kingston-ny.gov>
Subject: [EXTERNAL EMAIL] 15 Unit Apartment on Montrepose, Kingston

Dear Ms. Cahill:

Zoning is for a purpose; it is not arbitrary.
In this case, the zoning protects the mood and feel of a historic neighborhood.
I understand this is of zero value to a developer.

Developers will always want to re-zone. They care naught for anything else.
They know the strings to pull to get their way.

You represent us. We depend on you.

Listen to the voices in the neighborhood. See the Facebook pages of dissent.

It has been my hard earned opinion that a project this far along is basically a done deal. The city will offer a few grand show concessions to placate the dissenters, and do exactly as they please.

Please prove me wrong.

My thanks and very best regards,
Shaill Jhaveri
48 West Chestnut Street
(917) 584-4615

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Tinti, Elisa

From: shaillj@aol.com
Sent: Thursday, July 23, 2020 7:54 PM
To: Tinti, Elisa
Subject: [EXTERNAL EMAIL] 15 Unit Apartment on Montrepose, Kingston

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Ms. Tinti:

Zoning is for a purpose; it is not arbitrary.
In this case, the zoning protects the mood and feel of a historic neighborhood.
I understand this is of zero value to a developer.

Developers will always want to re-zone. They care naught for anything else.
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Please prove me wrong.

My thanks and very best regards,
Shaill Jhaveri
48 West Chestnut Street
(917) 584-4615

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Tinti, Elisa

From: Shaut, Andrea
Sent: Thursday, July 23, 2020 11:58 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Public Comment...

-----Original Message-----
From: Julie Ballou [mailto:jasb321@icloud.com]
Sent: Thursday, July 23, 2020 7:58 AM
To: info@ulstercountyida.com; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com; jshaughnessy@kingstoncityschools.org; sspicer@kingstoncityschools.org; ccollins@kingstoncityschools.org; Abe.Uchitelle@co.ulster.ny.us; David.Donaldson@co.ulster.ny.us; Peter.Criswell@co.ulster.ny.us; Ken.Ronk@co.ulster.ny.us
Subject: [EXTERNAL EMAIL] Kingstonian applicant must release financial data and PILOT value before public hearing

The Ulster County Industrial Development Agency (UCIDA) this week considered a $30.6 million tax subsidy to real estate developers in exchange for 277 parking spaces. In the midst of a financial crisis, the substantial loss of $30.6 million in tax receipts will have a profound effect on the community. A subsidy to the Kingstonian real estate developers for parking spaces means less money to invest in City schools, streets, public housing, and infrastructure. It increases the likelihood that already overburdened taxpayers will cover any fiscal gap with increased school and property taxes.

In a time of financial crisis when the coronavirus pandemic has led to cuts in city services and jobs, a $30.6 million subsidy for a parking garage deserves increased scrutiny. While not all PILOTs are exploitive, they must be balanced against the potential gains an investor or industry may bring to the area. The cost of the PILOT may be offset by community gains that have not yet been realized and won't come to fruition until after the investment. Those gains may be larger than the PILOT subsidy. The PILOTs that cause concern are those structured to eliminate the investor's financial risk while displacing that risk on to taxpayers. While every investor would like to eliminate risk, ordinary citizens aren't able to shape the political landscape to their preferred financial ends.

Moreover, the IDAs PILOT decision is being made without full transparency even though the outcome will affect the long-term financial health of the City. The developers are unwilling to publicly disclose the math behind their numbers and are going to extremes to shield them.

Without this important financial information, the public does not know what portion of the $57,885,000 project is taxable and thus cannot estimate the cost to taxpayers over 25 years. Besides the IDA, only the political insiders have access to that information.

As a tax payer, we demand that the applicant be required to release its financial data for independent assessment and to place a value on their PILOT request prior to any scheduled public hearing.

http://www.kingstoncitizens.org/2020/07/the-kingstonian-pilot-there-is-more-at-stake-than-just-parking/

Thank you.

Julie Sent from my iPhone
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Tinti, Elisa

From:	Smith, Summer
Sent:	Monday, July 27, 2020 8:31 AM
To:	Smith, Summer
Subject:	Press release: Mayor Noble Details His Support for the Kingstonian Public/Private Partnership
Attachments:	Pilot release.pdf

FOR IMMEDIATE RELEASE
July 27, 2020

Mayor Noble Details His Support for the Kingstonian Public/Private Partnership

KINGSTON, NY – Mayor Steven T. Noble would like to provide the public with an update regarding the Kingstonian project and its current application before the Ulster County Industrial Development Agency.

"The Kingstonian project is of great importance to our City – not only will it bring desperately needed housing stock to our community, along with much-needed parking, the hotel and retail spaces will bring visitors and tax revenue," said Mayor Noble. "The developers have committed to paying a living wage for all new jobs created to operate the apartments, hotel and garage complex, and the public plaza will be a welcomed addition to Uptown. A PILOT for this project will have no negative tax implications, only positive!"

Background: In 2016, the City of Kingston was awarded the Downtown Revitalization Initiative (DRI) grant from New York State in the amount of $10 million, and in preparation, created a Strategic Investment Plan, which was prepared by a panel of community members along with City staff and local officials. The plan sought to address several critical issues that were negatively affecting the Stockade District. One of those was parking, which remains one of the biggest issues in Uptown Kingston.

In implementation of that plan, the City of Kingston issued an RFQ (request for proposals) from qualified developers to design, construct, and operate a transformative multi-use development on three separate parcels owned by the City of Kingston to provide housing units, commercial and retail space, and public parking. The Kingstonian plan, which includes a 420-car parking structure, came directly from this community-developed grant application and is now a priority DRI project. With the addition of 143 units of housing, the Kingstonian also addresses a dire housing shortage, with 10% of those units designated for affordable housing. A total of 14 units will be completely subsidized by the developers without any other state or federal subsidies.

The 420-car parking structure will cost an estimated $17 million to build, and the Kingstonian will be responsible for all operation and maintenance costs for the life of the project at an annual cost of approximately $268,000. The City of Kingston will have the use of 277 parking spaces at zero cost to the taxpayers. If the City were to build the parking structure, the estimated municipal cost for 25 years is $30,000,000, more than $1.2 million a year.

According to the 2008 Uptown Transportation Study, conducted by the Ulster County Transportation Council, "Over 95 percent of the people who park on-street sometimes have difficulty finding parking, while about 75 percent on those who park off-street have difficulty. Survey responses indicate that the critical on- and off-street

parking periods are weekday mornings and middays. It should be noted that this survey was conducted just prior to the 317-car parking area being torn down more than a decade ago, and the problem has far worsened with fewer spots now available.

The City of Kingston currently pays no taxes on the land used for public parking. Because the Kingstonian will be built on that property, there will be absolutely no loss of any tax revenue to any jurisdiction (City, County or School). Under the PILOT, for the portion of the property currently owned by the developers, they will pay all current property taxes plus 3% annual increase for length of PILOT ($1,077,408 over 25 years), with no new PILOT sought after its termination. If the Kingstonian is more profitable than projected, the developers will share 3% of the additional profit with the taxing jurisdictions at a rate proportional to the current tax rate.

The Kingstonian plans also include 32 hotel rooms and 8,000 square feet of commercial space. Sales tax revenue from these ventures is estimated to provide the City of Kingston with a direct increase of $19,000 based on our current sales tax sharing formula. Additionally, based on the economic impact studies, the result will be a $4.6 million dollar boost to our economy.

"The value of this project for Kingston is enormous. If the City were to build a parking structure of this scale and magnitude, it would cost taxpayers millions of dollars," said Mayor Noble. "With the tax revenue generated from the new businesses, new resident spending in our community, and over 150 new jobs created, the positive ripple effects from this project will be felt in nearly every aspect of our quality of life in Kingston."

If this project does not proceed under the current scenario, the parking lot will remain at its current capacity, there will be no new jobs, no new sales tax revenue, no affordable housing units, and the private property associated with this project will continue to pay the current taxes.

Mayor Noble urges the community to support this project: "Our local economy has suffered a major setback with the pandemic. It will be vital in our recovery to get our economy back on track so that the City can continue to have resources to invest in public safety, infrastructure, waterfront revitalization, parks and recreation and quality of life. These are the aspects that make or break a City and we want Kingston to not only survive this economic downturn, but to thrive. I believe the Kingstonian project will help us achieve all of our shared goals as a City."

Beyond the public parking, the design includes a pedestrian plaza, which will be open to the public. At the request of the Uptown business community, the project will include public bathrooms, which will be maintained and operated by the developer.

In addition to the commercial value the project brings, the developers want to have a positive impact on the local school system. The project will contribute $5,000 annually over a ten-year period to create a scholarship fund, and will offer two paid internships to mentor high school students in the hospitality and real estate fields.

The Payment in Lieu of Taxes Agreement will be discussed at the Common Council's Special Finance Committee meeting on Tuesday, July 28 at 6:30pm. Log-in details for the meeting can be found at www.kingston-ny.gov.

Summer Smith, Director
Communications & Community Engagement
City of Kingston
City Hall, 420 Broadway

Kingston, NY 12401
845-334-3945
ssmith@kingston-ny.gov

Sign up for Mayor Noble's Newsletter
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Tinti, Elisa

From: Shaut, Andrea
Sent: Monday, July 27, 2020 7:34 AM
To: Tinti, Elisa
Subject: FW: [EXTERNAL EMAIL] Kingstonian developers must provide affordable housing guarantees in their PILOT agreement.

Intended for public comment...

-----Original Message-----
From: Danica [mailto:dshort001@aol.com]
Sent: Saturday, July 25, 2020 3:29 AM
To: Morell, Jeffrey <ward1@kingston-ny.gov>; Koop, Douglas <dkoop@kingston-ny.gov>; Scott-Childress, Reynolds <rscott-childress@kingston-ny.gov>; Worthington, Rita <ward4@kingston-ny.gov>; Tallerman, Donald <dtallerman@kingston-ny.gov>; Davis, Tony <tdavis@kingston-ny.gov>; O'Reilly, Patrick <ward7@kingston-ny.gov>; Schabot, Steven <sschabot@kingston-ny.gov>; Hirsch. Michele <mhirsch@kingston-ny.gov>; Shaut, Andrea <ashaut@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; ourcitizens@gmail.com
Subject: [EXTERNAL EMAIL] Kingstonian developers must provide affordable housing guarantees in their PILOT agreement.

Dear members of the Kingston Common Council,

Shortly, the Kingstonian PILOT will appear before the council's finance committee for discussion and soon after the full council will vote on whether to accept or reject the developer's subsidy request.

Part of what has been portrayed as a public good for the Kingstonian project are the 14 affordable housing units that were included last fall after much outcry from the community. Even though the Area Median Income (AMI) is high (presumably determined by the Kingston-Poughkeepsie MSA or some other measurement beyond Ulster County), it's good to have an affordable component added to the project.

Typically, not-for-profits (NFP) who are working on affordable housing projects receive state tax credits and in return are bound by rules governed by the state. As a private developer, the Kingstonian is using the "affordable housing" language without being bound by the same rules.

The PILOT agreement is an avenue to provide guarantees that prevent the affordable units from escalating in value. The PILOT could outline the units' starting rent, their size and an annual escalator rate. Otherwise, the Kingstonians "affordable housing" could become market rate at any given time.

As the terms of the Kingstonian PILOT are not yet fixed, the time is now that our decision-makers request a full disclosure of the true value of the PILOT (in order to avoid the developer inflating the public benefits) as well as a clawback provision and affordable housing guidelines.

Thank you.

Danica Pierre-Louis
Lifetime Kingston Resident

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Normann
STAFFING

231 Clinton Ave # 1, Kingston, NY 12401 | (845) 338-9111 | www.normannstaffing.com

July 23, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms.Shaut and Members of the Common Council,

As a business owner in the City of Kingston since 2014, and a property owner since 2005, I have a very personal stake in the appropriate growth and development of the businesses our area, and specifically the Uptown area. I have supported the Kingstonian project since its inception, and I believe this public/private development is exactly what our City needs in terms of job and business growth at this time. No other recent project in the City has offered to boost our economy like the Kingstonian, which is being proposed by local and responsible business owners and developers.

The project has many advantages to the local residents and businesses. One such advantage is the construction of a vitally needed parking garage which will serve uptown business customers, out of area tourists, and the residents of the Kingstonian itself. As we all know, parking garages are a financial loser unless exorbitant fees are charged, which would render the garage unusable. Therefore, a PILOT is essential to make the garage and the project in total, a profitable venture for the developers and ultimately the City and taxpayers within the City.

A PILOT will address the extensive costs associated with the construction, maintenance and operation of the parking garage. The City of Kingston had years of experience and expense of trying to maintain a parking garage, which ultimately was demolished rather than invest the money to maintain it in safe fashion.

Anyone who has shopped in the Uptown area is acutely aware of the lack of parking, which adversely affects local businesses and negatively impacts their ability to maximize sales and ultimately the sales tax they pay, which the county and city depend upon and are sorely need during this pandemic.

The virtues of this project has been extoled by many people such as construction and permanent jobs creation, increased salaries which will be spent in our local economy, creation of market rate housing options, as well as affordable housing options within this project.

In short, the Kingstonian checks off many of the boxes that will enable it to an economic plus for our community for decades to come. Again, I **strongly urge your support of the PILOT,** which will allow the developers to make the financial investment of approximately $43 million of their own money.

Sincerely,

Tony Marmo

Tony Marmo, President Normann Staffing

Francis P. Flynn
CERTIFIED PUBLIC ACCOUNTANT
45 Pine Grove Ave. #214 Kingston, NY 12401
Phone (845) 340-7999 Fax (845) 340-7998
www.frankflynncpa.com

July 27, 2020

Kingston Common Council
c/o Andrea Shaut Alderwoman At Large and Members of the Common Council
Kingston City hall
420 Broadway
Kingston, NY 12401

Dear Ms, Shaut & Members of the Common Council:

I am writing to you in support of the Kingstonian project.

The Kingstonian is much needed, first for housing, right now we have unprecedented demand on our limited housing supply, this project would help satisfy some of that demand while offering quality housing and much needed tax revenue to our local governments.

I have seen many developers come and go, what a shame, waste of talent and resources that we have not been able to provide jobs and opportunity to our young people to stay or even relocate back to Kingston. This is a sensible development proposed by local residents who have long ties and vested interests in seeing that this is a quality, thoughtful, positive asset to our community.

Last I leave you with a vision, think now to how that corner of uptown Kingston looks today, bleak, overgrown and dirty while it sits in sight of the Senate House and other local historical sites and attractions. Now consider how glorious it will be to have that same corner, busy with activity and tourists and shop owners while families enjoy the community spaces.

I urge you to support the Kingstonian! Thank you for taking the time to read this.

Respectfully,

Francis P. Flynn

Pursuant to the provisions of Article 10 of the City Code, Sections 405.70-405.75, please consider this letter as notice of my intention to present a motion to rezone the following properties from their current RRR zone (single residence) to R-6 (multiple residence).

Golden Hill
56.40-1-10.100
56.40-1-19.300
56.48-1-18,100
56.40-1-20.2
56.40-1-20.11
56.40-1-20.131
56.48-1-12
56.48-1-11
56.48, 1-10
56.48-1-1

Lawton Park
56.40-2-26.110
56.40-2-31.200
56.40-2-26.120
56.40-2-26.130
56.32-6-30.100
56.40-2-6
56.40-2-28
56.40-2-31.3
56.40-2-23

It is my belief that this rezoning is appropriate in that the present zone is not suitable for the parcels in that is overly restrictive and discourages development and that it is in the best interests of the City to change the zone as suggested.

Please forward this communication to Laws and Rules for consideration. By copy of this communication, I am requesting that the rezoning request be forwarded to all appropriate Boards and Commissions, including, but not limited to the County of Ulster, the Ulster County Planning Board and the City of Kingston Planning Board.

I am also requesting that the Office of Corporation Counsel and the Planning Office review the request and determine whether other referrals are necessary for this matter to move forward and to make those referrals in anticipation of discussion of the proposal by the Common Council.

I thank you in advance for your assistance with this matter.

cc: Mayor Steve Noble
Office of Corporation Counsel
Suzanne Cahill, Director, City of Kingston Planning Department
Dennis Doyle, Director, County of Ulster Planning Department

NAME	FMV VALUE	LAND VALUE	LAND ACRE	ASS LV PER ACRE	RP SQFT	RP AV	ASSF VALUE	ASSSF FMV
HERZ	400M	175M	.55A	318M	33,295	225M	6.75	12.00
CLIN	623M	203M	.71A	285M	27,575	420M	15.25	22.60
DOWN	512M	33M	.20A	165M	14,800	479M	32.36	34.60
FOXH	411M	73M	.67A	109M	11,265	338M	30.00	36.48
62TENB	441M	62M	.44A	140M	13,704	379M	27.66	32.18
84TENB	309M	85M	.86A	99M	7556	224M	29.64	40.89
108STR	704M	208M	1.08A	192M	22,600	496M	21.95	31.15
8NFRT	989M	127M	.29A	438M	18,083	862M	47.66	54.69
Park G	804M	287M	1.4A	205M	54,300	517M	9.52	14.80

ISSUES AND QUESTIONS THAT SHOULD BE ADDRESSED BEFORE GRANTING OF PILTON FOR PROPOSESED KINGSTONIAN HOTEL/PARKING GARAGE /RETAIL DEV.

PART 1

WHAT IS THE TOTAL SIZE IN SQUARE FEET OF THE PROJECT?_____(A)

HOW MANY PARKING SPOTS ARE NECESSARY BY CODE FOR 143 1&2 BEDROOM APTS?_____(B)

HOW MANY PARKING SPOTS ARE REQUIRED FOR THE RETAIL SPACE BASED ON SQUARE FOOTAGE?_____(C) HOW MUCH RETAIL SQ FT PER PARKING SPOT ?_____(C-1)

BASED ON 144 PARKING SPOTS PRESENTLY… (E)…HOW MANY TOTAL SPOTS ARE BEING DEVELOPED?_____(D)

IF (x)IS THE DIFFERENCE, WHAT DIFFERENTIAL BETWEEN THE REQUIRED NUMBER OF PARKING SPOTS, PLUS THE PRESENT CITY CAPACITY AND TOTAL SPOTS BEING DEVELOPED?....(B)+(C) +(E)+ (+/-x)=(D). SO WHAT IS X ? _____

WHAT IS THE NORMAL SIZE BASED ON BUILDING CODES FOR A PARKING SPOT AND HOW MUCH SUPPORT SPACE IS NEEDED PER SPACE?_____(F)+(G)

BASED ON (F)+(G) HOW MUCH SPACE WILL THE PARKING PORTION OF THE GARAGE OCCUPY? _____(F)+(G)x(D)=(H)

WHAT PERCENTAGE IS THE PARKING PORTION OF THE TOTAL PROJECT?_____(H) / (A)

WHAT IS THE SIZE OF CITY PARKING SPACE (X)(F+G)?_____(J)

WHAT IS THE PERCENTAGE OF CITY PARKING SPACE TO ENTIRE PROJECT?(J) / (A)

PART 2

Based on the attached chart of 6 warehouses/light mfg. Herzogs has a significantly lower assessment that assessment than any of the comps presented. At present based on FMV(Fair Market Value) of $400,000 it pays total taxes of $18,000. A similar building 3 blocks away is assessed at $623,000 FMV pays $28,000 total taxes. (3) Three other building in Midtown all half the size in square footage pay from $19,900 to $23,000 respectively. An Analysis based on the comps presented puts a fairer market value of the Herzog building at between $700,000 and $1.1 million. Also based on printed information it has been pointed out that the PILOT requested starts out with a present value before improvements.

In addition the Parking Garage has a present value of $804,000, which if taxed would pay $12,380 in land taxes and $24,900 in school taxes for a total of $36,180 in total taxes.

AS A RESULT THE FOLLOWING QUESTIONS MUST BE ANSWERED.

IS THE BASELINE PILOT BASED ON THE PRESENT $400M ASSESSED VALUE OR THE ADJUSTED SALE PRICE TO THE LLC THAT WILL OCCUR AFTER THE PILOT IS APPROVED?

HAS A SALE PRICE BEEN DETERMINED, BY A THE LLC MEMBER/PROPERTY OWNER AND WHAT WILL IT BE AND HOW WILL IT BE BASED?

IS THE CITY BEING PAID FOR THE PARKING GARAGE SITE (FMV EST) $804,000OR IS IT DONTATING IT TO THE LLC?

IF IT IS BEING DONATED ARE GIFT TAXES OR INCOME TAXES DUE PAYABLE? And by Whom?

WILL THE (FMV)=$804,000 OF THE PARKING GARAGE BE INCLUDED IN THE BASE LINE INITIAL PILOT OR HAS IT BEEN OMITTIED?

BASED ON PRESENT TAX AND (FMV) RATE AND STATED COST ($57,000,000)? OF PROJECT WHAT WOULD BE THE TAXES PAID LAND/SCHOOL IF THE PROJECT WERE FINISHED TODAY, WITH NO PILOT? _____What would taxes be if only the PILOT is on the city % of parking space?_____

CAN A CHART BE CREATED BASED ON A 2% CAP EACH YEAR AND SHOW WHAT THE YEARLY TAXES WOULD BE WITH NO CHANGE IN (FMV) FOR 25-30 YEARS? _____

Based on $804,000 (FMV) of parking garage and stated 144 spaces, is it fairly accurate to conclude a parking space has a value of approx. $5,600?

If the answer above is yes the value of the PILOT is $30,000,000 / X for each parking spot. Based on $5600 per spot we should be creating 5357 spots. OR TO PUT IT ON AN ANNUAL BASED DEPENDING ON LIFE OF PILOT BETWEEN 178 & 214 ADDITIONAL SPACES PER YEAR.

If the answer is NO please explain what we are paying per space.

NOTES In some instances the numbers have been rounded for easier calculation, so as not to create a gotcha situation. Basically everything comes from documented information on the city's website, Ulster county real property, or published papers.

R BRUCE McLEAN
PO BOX 1667
KINGSTON, NY
914-388-7590

July 29, 2020

Kingston Common Council

c/o Andrea Shaut, Alderwoman-At-Large and Members of the Common Council

Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms.Shaut and Members of the Common Council,

I am writing in support of approval of the Kingstonian PILOT initiative. I am Past President and current member of the Kingston Uptown Business Association (KUBA), owner of a commercial building uptown and a resident of Hurley. My understanding is that this PILOT is clearly different from most as it truly does not cost the taxpayers of the City of Kingston or the Kingston Consolidated School District anything. Most PILOTS are seeking a reduction in the amount of taxes being paid while this one is only asking to defer the increase until such time as the construction and financing costs of the garage component are paid off. In return the developers are replacing a critical economic driver for the uptown business district that brings along with it employment opportunities, much needed additional sales tax revenue, affordable housing, public meeting space, public restrooms, hotel rooms and most importantly: new consumers to support the area.

A yes vote is a win for us all: replace the garage area business owners and consumers have been begging for, we get the housing, hotel rooms, public restrooms, added sales tax, employment, and consumers. A "Yes" vote gives us all of the enrichments noted above and--the taxes remain the same. Additionally, it is important to note the taxes will increase annually above the mandates and the taxing jurisdictions will share in any increase in profits above projections. What do we have to lose?

As a long time KUBA member, having served through at least 4 administrations in City Hall, the ongoing uptown parking issues continue haunt every initiative, event and celebration. It is the one continuous thorn in our path to economic growth. We have an opportunity now to change the dynamic and address this issue along with several others. I believe our community has never seen a project of this scale or one that delivers this much, and we may never have an opportunity like this again.

Please vote YES on the proposed PILOT for the Kingstonian Project

Sincerely,

Kevin J. Quilty

July 28, 2020

Kingston Common Council
c/o Andrea Shaut, Alderwoman-At-Large & Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council,

Thank you for the time and energy put forth in service to our community. Your commitment to the betterment of Kingston and Ulster County is recognized and sincerely appreciated.

We are at a seminal moment here in Kingston. You and your colleagues have a historic opportunity to impact our community in a positive way. To that end, I am writing in support of the Kingstonian project in uptown Kingston.

- The project is a collaborative effort between the City of Kingston and the development team that brings substantial private investment to this community. This public/private partnership will bring jobs, additional housing, added tax revenue, and much-needed parking to uptown.

- The investment of $58,000,000 million dollars sends a message that our community fosters business investment at a time of unprecedented economic uncertainty. Please do not let this opportunity pass.

- There is a significant need for additional housing and development. As retirees and pre-retirees look to downsize, this migration makes additional housing available to others, including younger families. This movement creates a ripple effect as it creates more options within the housing market.

The City of Kingston in their RFP requested that additional public parking be created as part of the development at no cost to the taxpayers of the city. Due to significant costs to build, maintain and operate the garage, this undertaking is only possible with the implementation of a PILOT which must be part of the equation to make it workable. Public parking is sorely needed and long overdue, and the added consumers this project will bring to the business community comes at a very opportune time.

I implore you to seize this opportunity.

Sincerely,

Michael A. Ryan, CFP®
12 Lynette Blvd
Kingston, NY 12401

Eugene R. Gruner

N.Y.S. Licensed General Appraiser #46000003182
183 Pearl Street, Kingston, New York 12401
Phone: 845.339.3896. Email: ggruner@hvc.rr.com

July 29, 2020

The Kingston Common Council
Andrea Shaut, Alderwoman At Large
Members of the Common Council

Dear Alderwoman Shaut & Members of Common Council,

As a lifelong resident of the city of Kingston I am writing to you to express my support of the Kingstonian Project's request for a Pilot. If not for the construction of the public parking garage the Pilot would not be necessary.

I served six-year terms on the County's IDA Board and a six-year member of Kingston's ZBA. As such I've seen developers come and go, some deservedly so, others a loss for the community. The collaboration of the Jordan and Bonura Families represent a unique opportunity for the City and County to have developers with deep roots in the community.

As I'm sure you are aware of them I'll not bore you with the economic benefits of this project. Suffice it say it will become the anchor for Kingston's resurgence.

Respectfully submitted,

Eugene R. Gruner

Signature Fitness PERSONAL TRAINING STUDIOS
33 North Front Street Kingston NY, 12401 845-339-1on1 (1661) www.signaturefitness.org

John Perry
33 N. Front St.
Kingston, NY 12401
sigfitkingston@gmail.com

July 29, 2020

Kingston Common Council
c/o Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council,

As a local business person over 20 years in the Uptown Kingston area, and lifelong resident of Ulster County, I fully support the PILOT for the Kingstonian project. I would also like to point out that the developers are also heavily invested in our community and in the Jordan's case call Kingston/ Ulster County their home!

The City of Kingston put a RFP/ RFQ out to developers to design and develop a multi-use structure that also provided much needed parking in the location current called the "missing tooth in uptown Kingston" current location of North Front St. parking lot. The developers of the Kingstonian answered the call and have continued to meet many other requests from residents, City officials, and Ulster County.

The request for a PILOT from the developers is a must to offset the costs to build, and maintain the parking garage for 420 parking spots that are so greatly needed! This will provide years of security to our merchants, tourists, and current/new business owners while providing "real" sales tax revenues, offsetting the property taxes to all commercial and residential land owners county wide. Thus allowing for more jobs, and the ability to continue to live in our great community.

Make no mistake if the Kingstonian doesn't get developed then this lost opportunity will not only cripple the Uptown business district, but also continue to make the ability to grow our businesses currently and future without the increase of needed parking!

Thank you,

John Perry
Owner of Signature Fitness

Trailways
Adirondack • Pine Hill • New York

499 Hurley Avenue
Hurley, New York 12443
tel 845-339-4230
fax 845-339-5222
www.trailwaysny.com

Via USPS and Email

July 29, 2020

Kingston Common Council
c/o Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

I am writing in sincere support for the Kingstonian project.

I was born, raised and have lived my whole life in Kingston. I have long known the Jordan/Herzog family going back to the Callabar Camp days as a child. They have always been upstanding citizens, generous to the community, and important to the economic interest of the city and county through their store and plaza.

For Kingston to have a project like the Kingstonian involving Brad Jordan, it's certainly in the hands of someone who for years has a track record of doing things right by the community.

1. The City of Kingston, Ulster County and New York State all need the financial benefits that this project will create via jobs, income taxes, sales, sales taxes and added property taxes for city and school when the pilot program winds down.

2. Uptown Kingston absolutely needs to solve its long standing parking problem which this project addresses. We, at our Kingston Bus Terminal, have had parking problems for years with non-bus patrons attempting to park at the bus terminal on the corner of Washington and North Front Street.

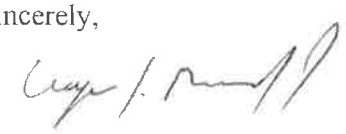
3. The need for housing is well known, and will be beneficial for all who will occupy this additional housing, and advantageous for all the shops/stores/restaurants in uptown Kingston which has really been dying since the advent of the malls.

4. The benefits of this project clearly vastly outweigh any possible disadvantages.

5. And importantly, if this clearly important project is not approved, you are sending a signal to all developers that it is a waste of time to attempt doing anything in Ulster County, no different than The Belleayre Resort by Crossroads Ventures, LLC.

I thank you for what I trust will be a positive outcome for your consideration of my letter and the Project.

Sincerely,



Eugene J. Berardi, Jr.
President/CEO
Adirondack Transit Lines, Inc.
499 Hurley Ave., Hurley, NY 12443
(P): 845-339-4230, Ext: 137
(F): 845-339-5222
Email: eberardijr@trailwaysny.com

cc: info@kingstonianny.com

Andrew Addotta + Clark Chaine
Hamilton & Adams
32 John St
Kingston, NY 12401
845 (383)-1039
www.hamiltonandadams.com

To Whom it May Concern,

We are writing to express our support of the Kingstonian Development project. Kingston, and Ulster County, are in significant need of additional housing resources, across all income levels. The Kingstonian's 143 units of housing will help relieve stress on the overall housing market in our area.

In addition to the $52M in revenue from construction, the anticipated $19M in local construction salaries generated will help provide immediate relief to our unemployment rate. Once construction is complete, the 153 new jobs and their corresponding $4.6M annual payroll will only positively impact our community. We are sure the city would also greatly appreciate the potential $330k in annual sale tax revenue as well as the public, self-cleaning restrooms.

We recognize the many challenges to this project, but we cannot let great be the enemy of good. This project is good for our neighborhood, good for our city and good for our citizens.

Thank you for your time,

Andrew + Clark

Tinti, Elisa

From: Sarah Wenk <smwenk2@gmail.com>

Sent: Thursday, July 30, 2020 2:17 PM
To: Tinti, Elisa
Cc: Shaut, Andrea
Subject: [EXTERNAL EMAIL] Public comment for Council Caucus

Hello Elisa, can you please enter this into public comment for the next Council Caucus, and distribute to all Council members as well?

I would appreciate acknowledgement of receipt.

Thanks.

Comments begin below:

To the Common Council:

I am writing to urge you to return the proposed Kingstonian PILOT to committee until more information can be gathered and more questions answered.

At the December 2019 Zoning Board of Appeals meeting, board member Brian Cafferty said "...the numbers in regard to parking, and the representations by the developer, have been quite confusing....it would be really wonderful to clarify, very specifically, what the requirements are for the proposed development, on the parking garage, so that we know exactly how many spaces are required under the code, and how many spaces will then be left, that could be considered to be used for municipal parking." Nothing has changed since that meeting. We still do not have definitive information about the number of parking spaces that will be available for use by the public. Since that is the purported driver of this project, can it sensibly move forward without clarification?

The public is being asked to provide an enormous tax break to these developers, yet they are unwilling to quantify this basic piece of data. By sending this PILOT request back to committee, the proposal can be clarified as to the exact nature of the public benefits from the project, as well as exactly what the public is being asked to provide.

Please consider carefully before moving this request forward. These decisions will affect our city forever, and it is not certain all the effects will be positive. Let's be sure.

Thank you,

Sarah Wenk

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Ruth Mandelbaum
269 Richmond Parkway
Kingston, New York 12401
914-388-4630

July 28, 2020

Kingston Common Council c/o Andrea Shaut, Alderwoman-At-Large and Members of the Common Council

Re: Support for the Kingstonian

Dear Ms.Shaut and Members of the Common Council,

I have followed the *Kingstonian* project from the beginning. As soon as I heard of this project, now two years ago, I asked to be placed on a waiting list! I was hoping that it would have been completed by now. I was quite surprised that a project like this would meet any resistance at all. I won't repeat the talking points as I am sure you are all well aware. My husband and I have lived here (Town of Ulster with part of backyard in Kingston) for forty years in a house that is now too large for us. It is time to downsize and simplify. Up until now there has been a dearth of options in Kingston for those of us fortunate enough to be in the upper middle class and whom are ready to give up home ownership. The *Kingstonian* checks off all of the boxes. Kudos to the developers for not dropping this project and leaving us stuck with a big ugly void (minus a subsidized parking garage). That is not to dismiss the need for more affordable housing (again kudos to the developers for adding those units) but that is not the purpose of this particular project , which after all would not even begin to meet a small fraction of that need. Let the Kingstonian construction with PILOT proceed without further delay so that we may all begin to reap the many benefits that this project will bring to the city and its inhabitants.

Respectfully yours,

Ruth (and Joel) Mandelbaum

Tinti, Elisa

From: Worthington, Rita
Sent: Thursday, July 30, 2020 12:25 PM
To: Alderman; Shaut, Andrea
Subject: Fw: [EXTERNAL EMAIL] PILOT

Public Comment on PILOT re: Kingstonian

Thank you.
Rita

From: gerald berke <gberke@gmail.com>
Sent: Wednesday, July 29, 2020 3:28 PM
To: Worthington, Rita
Cc: gberke
Subject: [EXTERNAL EMAIL] PILOT

following is the link to an article written by Ms Martin of Kingston Citizens.
http://www.kingstoncitizens.org/2020/07/next-steps-kingstonian-pilot-and-the-city-of-kingston-common-council/

I wholly support their position. I spoke on the matter to a friend who is a long-established realtor, and he was amazed (!) at the giveaway! We had talked earlier in the evening about Kingston Citizens and he felt he knew all there was about the Kingstonian and (this was a few weeks ago) when the Pilot was earlier addressed by Kingston Citizens... a well informed long time citizen of Kingston, he was astonished.

Please vote ward 4 as a "no" against the Pilot, send it back for the additional work. It is a terrible project and the notion that we are getting a parking lot is pure fiction.

Yours truly,
Gerald Berke
845 663 8898

I would like to be able to post this link to our ward 4 facebook page. Is there a way I can do that?

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Tinti, Elisa

From: Hirsch. Michele
Sent: Thursday, July 30, 2020 10:55 AM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] Support for your vote against tax break

Public comment on PILOT

Michele Hirsch
Alderwoman, Ward 9

From: Lyndsay von Miller <lyndsayvonmiller@gmail.com>
Sent: Thursday, July 30, 2020 10:52:40 AM
To: Hirsch. Michele
Subject: [EXTERNAL EMAIL] Support for your vote against tax break

Hello Ms Hirsch,

I am a property owner and Kingston resident in the third ward, and my concerns about the Kingstonian project have been largely unacknowledged.

I am not opposed to the project in theory, but I am concerned about for whom the project is being built. It is being touted as good for the community, however I cannot see the tangible benefit of the project as proposed for anyone but the developers.

Thank you for raising concerns about the PILOT proposal in committee. When so many of us in Kingston are struggling with property taxes and facing economic struggles due to the pandemic, the thought of losing much needed tax revenue seems problematic.

I hope you continue to stay strong in your opposition.

Thank you,
Lyndsay von Miller DACM L.Ac.

Doctor of Acupuncture and Chinese Medicine
Licensed Acupuncturist
Board Certified Herbalist
vonmilleracupuncture.com

Sent by magic. Please ignore magical spellings.

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UCBR
ULSTER COUNTY
BOARD OF REALTORS®

June 30th, 2020

Hon. Andrea Shaut
Alderwoman-At Large
420 Broadway
Kingston, NY 12401

Dear President Shaut and Members of the Common Council:

The Ulster County Board REALTORS® (UCBR) is the leading advocate of home ownership rights in Ulster County. With hundreds of REALTORS® and affiliates, the association serves its members and the public through a variety of means, including governmental advocacy. We advocate for property rights, increased homeownership, and smart land-use.

As an Association we appreciate the opportunity that you have given for community members and stakeholders to provide input as the City decides how to regulate STR's. The collaborative process you have undertaken will undoubtedly lead to a transparent, sound set of regulations. We hope you will continue to engage with the public as you move along in the process.

In the spirit of public input, we would like to make some suggestions on what you might want to consider in your potential proposal. Our organization supports STR's and believe they provide a tangible benefit to communities. Not only do they provide lodging options for visitors, they are a driver of economic growth. To that end we would not be supportive of any effort to limit the number of STR's that can operate in the City or the number of days someone can offer their home. Everyone who is interested in offering their home as an STR should be able to do so, whether they live in the home full-time or not. If the City is concerned with owners not being on the premises during a stay, they should include a provision in the law that will allow for an agent or property manager to be on call should an incident occur. However, this person should not be a substitute for a code enforcement done by the City and should not be responsible for responding to a law enforcement situation.

Additionally, we would not be in favor of any proposal that would limit the operation of STR's to a specific zoning district. We believe that STR's are a residential use and should be treated as such. Courts have ruled that residential rentals, no matter how long the term, are a residential use because the renter uses the home for the same purpose as the owner. The courts have also rejected the argument that short-term rentals are a not a residential use because the homeowner earns rental income by renting out his or her home. The Maryland Court of Appeals, for example, explained: "While the owner may be receiving rental income, the use of the property is unquestionably 'residential.' The fact that the owner receives rental income is not, in any way, inconsistent with the property being used as a residence." (Lowden v. Bosley, 909 A.2d at 267).

We believe that the City should require operators to apply for a permit that ensures their home is safe for occupants, and we also believe that operators should be required to have appropriate insurance.

74 Broadway
Kingston, NY 12401
845.338.5299
UlsterCountyBoardofRealtors.com

The City should consider allocating a portion of the permit fees it collects to help fund programs that increase the amount of housing availability for low- and moderate-income families. The Town of Marbletown recently passed STR regulations that include a partnership with RUPCO to establish a program that would use short term rental fees to reduce closing costs or down payments for housing. This is something Kinsgton should look at including in its STR regulations.

Our organization stands ready to assist the City in any way during this process. Many of our members have decades of experience in real estate and housing and would be willing to lend that expertise to the Council as you come up with regulations. Please do not hesitate to reach out to us in the future.

Sincerely,

Alfred Peavy
2020 President, Ulster County Board of REALTORS®

THE REIS GROUP

INSURANCE WORTH HAVING.

July 23, 2019

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
Re: Support the Kingstonian PILOT

Dear Ms.Shaut and Members of the Common Council,

Please vote YES for the Kingstonian PILOT. Uptown has needed a parking garage for many years. This project will not only benefit the businesses in Uptown Kingston but will attract renters, including those locals who are "downsizing" in retirement keeping tax dollars flowing in Kingston. This project can move forward without the garage but the PILOT will assure that this project will not impact local taxpayers while giving a boost to the Uptown infrastructure and in turn the local economy. This is a win/win for the revenue generating businesses and individuals in our area and ultimately a positive for ALL of Kingston and Ulster County.

The project will also create many construction jobs as well as permanent employment in our area. It is estimated there will be $52 million in construction sales alone. These workers will add to the tax rolls as will the sales tax that will be generated by increased accessibility to the Uptown Business district. This area needs investment that creates tax revenue for our area and reduces the drag put on all hardworking taxpayers. A $58 million dollar private investment is a benefit for ALL of the citizens of Kingston and Ulster County. The residential space will also include affordable housing subsidized by the developers and not the state, decreasing the financial drain on our already overburdened economic engines; the businesses and taxpayers of Kingston and Ulster County.

There is a loud vocal minority that opposes any type of entrepreneurial development in Ulster County and even more so in Kingston. These individuals are often transplants to the area and are usually the same group looking to be supported by federal, state and local tax dollars. These dollars have to be raised somehow. As a third generation Kingstonian and a member of a silent majority I must make my voice heard. Please vote YES on the PILOT for this project and let ALL the local citizenry benefit from development done the right way.

Sincerely,

Frank L Casciaro Jr

Frank L Casciaro Jr, CIC
CFO/IT Manager Frank H Reis Inc

Francis P. Flynn
CERTIFIED PUBLIC ACCOUNTANT
45 Pine Grove Ave. #214 Kingston, NY 12401
Phone (845) 340-7999 Fax (845) 340-7998
www.frankflynncpa.com

July 27, 2020

Kingston Common Council
c/o Andrea Shaut Alderwoman At Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut & Members of the Common Council:

I am writing to you in support of the Kingstonian project.

The Kingstonian is much needed, first for housing, right now we have unprecedented demand on our limited housing supply, this project would help satisfy some of that demand while offering quality housing and much needed tax revenue to our local governments.

I have seen many developers come and go, what a shame, waste of talent and resources that we have not been able to provide jobs and opportunity to our young people to stay or even relocate back to Kingston. This is a sensible development proposed by local residents who have long ties and vested interests in seeing that this is a quality, thoughtful, positive asset to our community.

Last I leave you with a vision, think now to how that corner of uptown Kingston looks today, bleak, overgrown and dirty while it sits in sight of the Senate House and other local historical sites and attractions. Now consider how glorious it will be to have that same corner, busy with activity and tourists and shop owners while families enjoy the community spaces.

I urge you to support the Kingstonian! Thank you for taking the time to read this.

Respectfully,

Francis P. Flynn

Don Verity
Market Manager
WBPM WGHQ
721 Broadway Kingston ,NY 12401
Dverity@PAMAL.COM

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

The City of Kingston has been presented with a rare opportunity to embrace a development project that can mean so much to the evolution of our city. The Kingstonian Project will bring needed revenue for our city, our county, our businesses, and our citizens in the form of sales tax, jobs, tourism and retail spending dollars.

By the numbers, The Kingstonian project means:

- **357 construction jobs** created,
- Over **$19 Million** in **salaries** generated by construction jobs,
- Over **$365,000** in sales tax generated by construction,
- **153 new jobs** created directly and indirectly,
- **$4,600,000** in **annual salaries** from new jobs created,
- A **$3,253,000** increase, annually, in **consumer spending** generated from just new residents to the city,
- A **$330,000** increase in annual **sales tax** revenue for the City of Kingston and Ulster County,

The developers have listened to the community and have modified their plans to make the project work aesthetically for the city as well as accommodate affordable housing requests made by residents. Most importantly, the Kingstonian Project creates a much needed parking garage for the uptown Kingston area that will be operated by the owners with no cost to the city.

In order to make this project and the parking garage the most feasible a PILOT will be needed. A PILOT is required in order to address the extensive costs associated with the construction, maintenance and operation of the parking garage. Your approval of this project and it's PILOT are therefore tantamount to its future

Please approve of the Kingstonian Project and Pilot. Help bring the Kingstonian to Uptown next year!

Sincerely,

Don Verity

Market Manager
WBPM WGHQ

Scott Herrington 176 Windsor Drive • Hurley, NY 12443 • 845-334-9738

July 28, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

I am a retired city of Kingston employee, and have owned and operated businesses in Kingston for over twenty years. I have paid my taxes, donated to our non-profits, volunteered my time and tried to make my city a better place to live. I am asking you to do the same thing for me now.

The Kingstonian project is the best proposal to come along since Tom Perna and AVR proposed eighteen hundred condos on the banks of the Hudson in an abandoned stone quarry. Thanks to over burdensome permitting processes and the free fall of the economy at that time, that project was not built.

Let's make sure this project does get built. It will be good for everyone: the city, the taxpayers, the residents and those who visit our city. Market rate housing and, especially, additional parking, is sorely needed in uptown Kingston. Please grant the PILOT so that the developers can construct and manage a parking garage to go along with their beautiful hotel and apartment project. Thank you for your consideration.

Respectfully submitted,

Scott Herrington

July 22, 2020

Kingston City School District, Board of Education
% James Shaughnessy, President
21 Wynkoop Place
Kingston, NY 12401

Dear School Board Members,

I am writing to voice my strong support for the Kingstonian project. I am a livelong Kingston resident; having grown up on Hunter St downtown and spending my adult years on Len Ct. I am a retired teacher and have spent a good deal of my free time participating on volunteer boards and in community forums attempting to better the lives of the residents of our area. Through this work I have had the good fortune to work with the developers of this project on way too many occasions to even remember. I am not aware of any family that has been more supportive of our community, particularly to the children.

Since the prior parking garage had been removed, numerous administrations have attempted to find a way to rebuild this important economic driver to the uptown business community. Finally, we have a project that not only does that but adds critical consumers to the market, a public plaza with restrooms, an affordable housing component and an ADA compliant walkway linking uptown to the various goods and services offered in Kingston Plaza. Amazingly, the developers have put forth a plan whereby we can achieve all of this without costing the taxpayers of the City of Kingston or the Kingston Consolidated School District $1 in new taxes. I not only support the project; I would love to live there.

I have been waiting my whole life for a project like this to come to Kingston. Let's get it done!

Sincerely,

Ronald F. Woods

Ronald F. Woods
15 Len Ct
Kingston, NY 12401
845-338-9438

MARINER'S HARBOR
Sal Guido
14 Thomas Street • Kingston, NY 12401 • 845-340-1682

Kingston Common Council July 24, 2020
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms.Shaut and Members of the Common Council,

I am writing to express my full support for the Kingstonian project in Uptown Kingston.

I am a long time resident and business owner with a highly regarded restaurant operation in the Rondout area of the City of Kingston. I grew up in Kingston and my restaurant has a history of supporting charitable events and helping the community. My business relies on consumers with disposable income to remain successful and grow. Over the years my hard work and effort has resulted in a significant source of tax revenue for the City of Kingston and Ulster County.

It is obvious that the restaurant business has been severely impacted by the turn of events due to COVID-19 but prior to the pandemic Kingston has been challenged by its low household median income. Taxes are high and the cost of living here is rising which means we need to support projects that can help attract new consumers and retain those that might otherwise leave the area and take their disposable income with them.

The Kingstonian will result in more visitors and residents able to support small businesses throughout the City. The Kingston community in its entirety needs the Kingstonian. The Kingstonian will provide needed market rate housing, essential parking uptown, encourage walkability throughout Uptown and the City and generate new sales tax revenue to support our City services.

Kingston has drawn the attention of multiple news articles in the past few years. At a time when we're receiving so much attention from residential and commercial interests, we can send a signal that we're open for business and smart, thoughtful investment is welcome, or we can send the message that Ulster County and Kingston are where good projects go to die.

We respectfully ask that you vote in favor of the Kingstonian project… it's vital to our future growth.

Sincerely,

Sal Guido

Please copy all Common Council Members

Xenofon Loizou, Owner • 127 North Front Street Kingston, NY 12401 • 845-331-5321 • dietzstadiumdiner.com

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

My name is Xenophon Loizou, I am a long time business owner in Uptown Kingston along with my wife Elenie and our partner Andreas Zambas. Our business, the Dietz Stadium Diner, 127 North Front Street, has been in my wife's family for three generations and we took over about 13 years ago.

We have experienced first-hand the economic changes with Uptown as well as Kingston. It is very exciting and fulfilling to see the growth Kingston has experienced in the last few years. The Kingstonian Development is just another critical step in the ongoing revitalization to our city. We strongly support the project.

The Kingstonian will bring business to the surrounding area during construction, as well as after it is built with a brand-new community of residents who will support our businesses. In addition to increased sales tax revenue, consumer spending, and over 150 jobs created, there will be a 420-car parking garage built at no additional cost to the taxpayers which is and has been needed in Uptown Kingston.

The Kingstonian project is the next sensible evolutionary step in not only the revitalization of Uptown but the city of Kingston. Thank you for giving me the time to voice my opinion.

Enjoy the rest of your day,

Xenofon Loizou

Owner of the Dietz Stadium Diner

GARY SPIEGEL

July 22, 2020

Andrea Shaut, Alderwoman-At-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear Andrea,

I am writing this letter in support of the Kingstonian project in Uptown Kingston.

I am a homeowner in Kingston and a commercial property owner in Kingston. I am in favor of the Kingstonian for many reasons but first and foremost because when it is built my wife and I would be interested in living there. As we age this location will be ideal for us to stay in the City and be able to walk to our favorite restaurants and businesses. Otherwise, it may be necessary for us to find a location with similar benefits elsewhere.

As a business owner, I believe that the 357 construction jobs the project will create during its development will help provide the much-needed sales revenue boost many struggling uptown businesses need. Parking is an obvious problem holding back business growth uptown. Without additional parking it will be impossible for the uptown walk-in businesses to ever realize their full potential. In fact, without the needed parking it is more likely that uptown businesses will continue to struggle and eventually close, leaving additional store-front vacancies in what can be considered the business-hub of Ulster County.

I do not see how it is possible to find a developer capable of constructing a parking garage without a pilot that can cover the construction costs and operation costs. Therefore, approval for the pilot for this project is essential.

I am asking that you please vote in favor of the Kingstonian project to help our small business community survive the recent challenges and prosper in the future.

Regards,

Gary Spiegel

Please copy all Council members

VOTE IN FAVOR OF THE KINGSTONIAN

Guido Family and The Guido Restaurant Group
14 Thomas Street • Kingston, NY 12401 • 845-340-1682

Kingston City School District, Board of Education
% James Shaughnessy, President and the Board of Education
21 Wynkoop Place
Kingston, NY 12401
EMAIL: jshaughnessy@kingstoncityschools.org

July 24, 2020

Dear Mr. Shaughnessy and the Board of Education,

We are writing to express our full support for the Kingstonian project in Uptown Kingston.

We have been long time residents and business owners with highly regarded restaurant operations in the Rondout, Midtown and Uptown areas within the City of Kingston. In total the Guido Restaurant Group has employed over 100 residents throughout Kingston and the surrounding townships. As a family we all grew up in Kingston and our restaurants have a history of supporting charitable events and helping the community. Our businesses rely on consumers with disposable income to remain successful and grow. Over the years our hard work and efforts have resulted in a significant source of tax revenue for the City of Kingston and Ulster County.

It is obvious that the restaurant business has been severely impacted by the turn of events due to COVID-19 but prior to the pandemic Kingston has been challenged by its low household median income. Taxes are high and the cost of living here is rising which means we need to support projects that can help attract new consumers and retain those that might otherwise leave the area and take their disposable income with them.

The Kingstonian will result in more visitors and residents able to support small businesses throughout the City. The Kingston community in its entirety needs the Kingstonian. The Kingstonian will provide needed market rate housing, essential parking uptown, encourage walkability throughout Uptown and the City and generate new sales tax revenue to support our City services.

Kingston has drawn the attention of multiple news articles in the past few years. At a time when we're receiving so much attention from residential and commercial interests, we can send a signal that we're open for business and smart, thoughtful investment is welcome, or we can send the message that Ulster County and Kingston are where good projects go to die.

We respectfully ask that you vote in favor of the Kingstonian project… it's vital to our future growth.

Sincerely,

Frank Guido

Mark Guido

Please copy all Kingston City School District, Board of Education Members

Thomas Jacobi
Schneider's Jewelers
290 Wall St
Kingston, NY 12401
845-331-1888
twjacobi@aol.com

Schneider's
JEWELERS, SINCE 1928

July 24, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council,

I am writing to ask for your support in approving the Kingstonian project's PILOT application. Approval of this critical economic development initiative is more important now than ever for area residents. Our community is in dire need of an economic stimulus right now and this project delivers it on multiple fronts.

We have been in business for over 92 years and have been located on Wall St. in the uptown business district since the 1950's. Over that period, we have experienced the same highs and lows seen by other area merchants. Like many uptown retailers we also took advantage of the flight of consumers to the mall area by opening an additional location in the Town of Ulster but as shopping habits once again changed over time we made a decision to consolidate our efforts once again to our Wall St location.

Throughout our time uptown, I have worked closely with other members of KUBA (Kingston Uptown Business Association) to promote the economic vitality of our area. Be it marketing campaigns and events, or beautification and capital improvement initiatives, we have tirelessly worked together to promote this area as an entertainment and shopping destination. As part of our efforts to attract consumers we have consistently identified the need for more public parking and public restrooms. In fact, the recent RFQ issued by the City that led to the Kingstonian project was due in large part to the efforts of KUBA.

Never in our imagination did we ever anticipate having the good fortune to potentially host a project of this magnitude. This project not only addresses the aforementioned items but adds a public gathering space, housing, hotel rooms and most importantly consumers to our market. The individuals living in that building and/or staying in those hotel rooms along with the consumers utilizing the additional public parking offer a potential lifeline to the area merchants trying to survive in this environment. And we can gain all of this with no impact on the taxpayers of the City of Kingston or the Kingston Consolidated School District.

I cannot overstate how important this potential development is to the uptown business district and ask that you join me in supporting this historic project.

Sincerely,

Thomas Jacobi

July 22, 2020

Kingston City School District, Board of Education
% James Shaughnessy, President
21 Wynkoop Place
Kingston, NY 12401

Dear School Board Members,

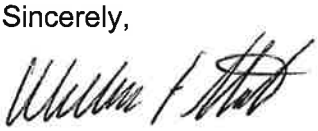
I am writing in support of the Kingstonian project. I have followed this proposed development from its inception and am extremely impressed with the evolution we have witnessed in an effort to address the various concerns of groups within our community. The developers have continually exhibited a willingness to work with important stakeholders to not only attain the original goals set forth by the City of Kingston, but to also address additional needs and wants that have been identified.

It is exciting to see the rebirth of the uptown business district. Our family once had a retail location in uptown but like many other area businesses, we relocated to the Town of Ulster strip decades ago. The recent shift back to strip malls and downtown urban areas is well-documented and this project is positioned to assist area merchants in their attempts to combat online shopping. I applaud the efforts and foresight shown by the City of Kingston, both by issuing the original RFQ and identifying and stating their project goals. By doing so, they not only addressed the current need of parking but are also promoting economic drivers that will increase employment opportunities and create much needed sales tax revenue. The new housing and hotel component will also add critical consumers to an important business district exhibiting a desire to promote retention and spur growth.

The Kingstonian development team has successfully created a project that speaks to all areas of concern and has gone above and beyond in meeting all the original goals stated plus so much more. Most importantly, they have been able to do so with zero impact on the taxpayers of the City of Kingston and the Kingston Consolidated School District.

It is exciting to envision what this development can do for Kingston and I look forward to sharing along with the community the numerous benefits this project will provide.

Sincerely,



William Stote
415 Country Club Dr.
Kingston, NY 12401
845-338-8525
billystote@aol.com

July 22, 2020

Kingston City School District, Board of Education
% James Shaughnessy, President
21 Wynkoop Place
Kingston, NY 12401

Dear Mr. Shaughnessy and the Board of Education,

I am writing to voice my enthusiastic support of the Kingstonian PILOT initiative and to urge you to assist the merchants in our area by backing this project. For almost three years now this project has been dangled in front of a Kingston business community that is in dire need of the many benefits it will provide. As directed, the Kingstonian developers have created a project that delivers a multitude of benefits at no cost to the taxpayers and it is my belief we may never have an opportunity like this again.

I am both a building owner and business owner in the uptown business district and see firsthand each day how much our area needs this project. The shortage of parking is something that has deterred shopping and created a logistical nightmare for employers ever since the prior garage was torn down. The turnover of commercial real estate and recent pandemic have left us with numerous empty storefronts and store owners struggling to stay afloat. The 300 + consumers this project will bring with it from residents living in the apartments or visiting the area and staying in the hotel rooms will provide the stimulus the district is in dire need of. The addition of public restrooms is an added bonus and will service the needs of shoppers, tourists, employees and most importantly individuals participating in the various marketing events hosted in the district.

I have followed this project with great anticipation since its inception and quite honestly see no reason why anyone would not support it. What do we have to lose? There is no impact on the taxpayers, the project brings an abundance of critical economic drivers that will support both retention and growth within the district and the projected $333K in additional sales tax revenue comes at a time when local and state governments are searching for new sources of income.

I urge you to support your community by supporting this project!

Sincerely,

John Murphy
Murphy Realty

231 Clinton Ave # 1, Kingston, NY 12401 | (845) 338-9111 | www.normannstaffing.com

July 23, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms.Shaut and Members of the Common Council,

As a business owner in the City of Kingston since 2014, and a property owner since 2005, I have a very personal stake in the appropriate growth and development of the businesses our area, and specifically the Uptown area. I have supported the Kingstonian project since its inception, and I believe this public/private development is exactly what our City needs in terms of job and business growth at this time. No other recent project in the City has offered to boost our economy like the Kingstonian, which is being proposed by local and responsible business owners and developers.

The project has many advantages to the local residents and businesses. One such advantage is the construction of a vitally needed parking garage which will serve uptown business customers, out of area tourists, and the residents of the Kingstonian itself. As we all know, parking garages are a financial loser unless exorbitant fees are charged, which would render the garage unusable. Therefore, a PILOT is essential to make the garage and the project in total, a profitable venture for the developers and ultimately the City and taxpayers within the City.

A PILOT will address the extensive costs associated with the construction, maintenance and operation of the parking garage. The City of Kingston had years of experience and expense of trying to maintain a parking garage, which ultimately was demolished rather than invest the money to maintain it in safe fashion.

Anyone who has shopped in the Uptown area is acutely aware of the lack of parking, which adversely affects local businesses and negatively impacts their ability to maximize sales and ultimately the sales tax they pay, which the county and city depend upon and are sorely need during this pandemic.

The virtues of this project has been extoled by many people such as construction and permanent jobs creation, increased salaries which will be spent in our local economy, creation of market rate housing options, as well as affordable housing options within this project.

In short, the Kingstonian checks off many of the boxes that will enable it to an economic plus for our community for decades to come. Again, I **strongly urge your support of the PILOT,** which will allow the developers to make the financial investment of approximately $43 million of their own money.

Sincerely,

Tony Marmo, President Normann Staffing

Frank Campagna
Office:
83 Ten Broeck Avenue
Kingston, New York 12401

July 24, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

I am writing to express my support for the Kingstonian project in the City of Kingston and a favorable vote for the PILOT.

My name is Frank Campagna, I am a second-generation business owner located in the Midtown Arts District in the City of Kingston since 1976. I purchased my first home on West O'Reilly Street in Midtown Kingston and lived there for many years. My wife and I have worked long hours to own the commercial real estate that my business currently occupies, located at 81, 83 and 85 Ten Broeck Avenue in Midtown.

I care a lot about the well-being of Kingston, it has always been a significant part of my life and career. My most significant investments have been made in the City of Kingston and I plan to continue playing my part to help improve Kingston through my volunteer efforts and future investments. In fact, I often wondered why more businesses do not locate to Kingston and hoped someday projects like the Kingstonian would eventually happen to spark further private investments to fund development projects and improvements in the worn and tired areas throughout the City.

The Kingstonian project provides smart, productive growth as it will: provide greater visibility and access to our City's largest shopping districts, increase consumer spending to our small business community, support our growing tourism, create new jobs, increase sales tax revenue, improve pedestrian walkways, add to the housing inventory and increase much needed public parking and bathrooms. I am hopeful a project of this nature will also bring interest to middle-market employers who will find value in Kingston's wonderful attributes and emerging energy.

The PILOT is justified by the value of the benefits it will bring to our City with no tax increase to City taxpayers. I do not believe there will be a better opportunity in the future. Kingston's opportunity is now, it is important that we show our support and prevent unnecessary delays that will send the wrong message to those seeking expansion or growth in Kingston.

Thank you for your hard work during this important time for Kingston. Please vote in favor of the Kingstonian.

Sincerely,

Frank Campagna

July 31, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut,

Please accept this letter of support for the Kingstonian Project proposed to be built in uptown Kingston, NY. I currently reside in the City of Kingston with my wife and three children, who were all born here. There is much to love about our city, but much can be done to improve the quality of life and create a vibrant economy.

For many years, I have been an active member of the community, serving on several boards, including the Ulster County Chamber of Commerce, where I chaired the economic development committee. I have seen too many proposed projects fail because of the time and expense involved in "making it to the finish line." I implore you to consider the importance of this project and its potential to jump-start our local economy. Expediting the approval of this project would do the future of our city a great favor.

The PILOT agreement under consideration is also an item I support. The PILOT has no financial impact on taxpayers of the City or School District, and the project presents a host of public benefits, as stated in this letter.

I currently work in the securities industry as a Senior Vice President for Merrill Lynch on Stockade Drive. I have a vested interest in seeing Kington become the thriving economic center it once was. The addition of the Kingstonian Project to uptown would be a significant step in supporting current uptown businesses.

I understand the process that developers must navigate and the importance of proper due diligence. I also appreciate the great need the City of Kingston has for a state-of-the-art retail and residential project that will spark our local economy.

It is only after considerable thought that I write this letter and reiterate my most robust support for the Kingstonian.

Sincerely,

Kenneth K. Beesmer
225 North Manor Ave.
Kingston, NY 12401

845-416-3871

Tinti, Elisa

From: Shaut, Andrea
Sent: Sunday, August 02, 2020 6:04 PM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Support for the Kingstonian Project

Public comment..

From: Ian Hooper [mailto:ianhooper14@gmail.com]
Sent: Sunday, August 2, 2020 12:44 PM
To: Shaut, Andrea <ashaut@kingston-ny.gov>
Cc: info@kingstonianny.com
Subject: [EXTERNAL EMAIL] Support for the Kingstonian Project

To Whom It May Concern,

Dear Ms.Shaut and Members of the Common Council,

My name is Ian Hooper. My father, Todd, and I purchased the property at 111 Schwenk Drive (currently occupied by Romeo Kia) back in February 2019. We both currently live in Westchester, NY.

The purpose of this letter is to express our full and unyielding support of the Kingstonian downtown revitalization initiative project.

In our opinion, and as expressed by our actions in purchasing 111 Schwenk Drive, we believe that the City of Kingston is ripe for investment. Kingston offers the best of both worlds - it's a vibrant city within a stone's throw of some of the most beautiful nature in the state of New York.

We hope that more investors see the exact same potential in Kingston.

What better way is there to show this potential than to have the Kingstonian revitalization project backed by the city of Kingston? Not only will the project bring jobs, housing, and ultimately opportunities to the citizens of Kingston, but it's also primarily funded by local business owners. This type of local funding shows that the community of Kingston is fully committed to improving the city's housing market. The developments in the housing market, coupled with the city's current and future plans to improve Kingston's infrastructure, is a welcoming sign for any potential outside investor.

Such outside investors could include corporations looking to relocate their headquarters following this pandemic. If a corporation were to consider Kingston, they would need to know there is ample and desirable housing available to their employees, which the Kingstonian helps to fill.

Please take this letter as confirmation for our support of the Kingstonian project. We are willing to discuss our opinions further, please do not hesitate to reach out.

Regards,
Ian

--
Ian Hooper
(914)494-4002
ianhooper14@gmail.com

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Trailways
Adirondack • Pine Hill • New York

499 Hurley Avenue
Hurley, New York 12443
tel 845-339-4230
fax 845-339-5222
www.trailwaysny.com

Via USPS and Email

July 29, 2020

Kingston Common Council
c/o Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
commoncouncil@kingston-ny.gov

Dear Ms. Shaut and Members of the Common Council,

I am writing in sincere support for the Kingstonian project.

I was born, raised and have lived my whole life in Kingston. I have long known the Jordan/Herzog family going back to the Callabar Camp days as a child. They have always been upstanding citizens, generous to the community, and important to the economic interest of the city and county through their store and plaza.

For Kingston to have a project like the Kingstonian involving Brad Jordan, it's certainly in the hands of someone who for years has a track record of doing things right by the community.

1. The City of Kingston, Ulster County and New York State all need the financial benefits that this project will create via jobs, income taxes, sales, sales taxes and added property taxes for city and school when the pilot program winds down.

2. Uptown Kingston absolutely needs to solve its long standing parking problem which this project addresses. We, at our Kingston Bus Terminal, have had parking problems for years with non-bus patrons attempting to park at the bus terminal on the corner of Washington and North Front Street.

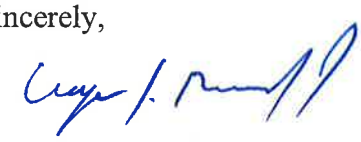
3. The need for housing is well known, and will be beneficial for all who will occupy this additional housing, and advantageous for all the shops/stores/restaurants in uptown Kingston which has really been dying since the advent of the malls.

4. The benefits of this project clearly vastly outweigh any possible disadvantages.

5. And importantly, if this clearly important project is not approved, you are sending a signal to all developers that it is a waste of time to attempt doing anything in Ulster County, no different than The Belleayre Resort by Crossroads Ventures, LLC.

I thank you for what I trust will be a positive outcome for your consideration of my letter and the Project.

Sincerely,



Eugene J. Berardi, Jr.
President/CEO
Adirondack Transit Lines, Inc.
499 Hurley Ave., Hurley, NY 12443
(P): 845-339-4230, Ext: 137
(F): 845-339-5222
Email: eberardijr@trailwaysny.com

cc: info@kingstonianny.com

James McGowan & Son Masonry, Inc.
5 Railroad Avenue • Kingston, NY 12401
Tel.: (845) 339-0329 • ~~Fax: (845) 331-2885~~

July 30, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council,

I am writing to urge you to join me in my support for the Kingstonian project PILOT request.

I am a resident and owner of both residential and commercial property in the City of Kingston. I have lived in Kingston my entire life and I am proud to say my family represents 4th generation Kingstonians on both sides. Over that time, we have witnessed first-hand the numerous economic swings our area has experienced. It is because of this that I feel we would have to be crazy to turn a project like this away. We may never have an opportunity like this again.

I ask you to consider the importance of not just the parking to Uptown Kingston, but also the consumers the apartments and hotel will bring. As a Union contractor, I also ask you to think about not just the jobs that will be created when the project is complete but also the construction jobs needed to build the project. I have had the pleasure to work for one of the development partners on numerous occasions, including the construction of both Walgreens buildings in town. Unlike many other projects that have received assistance recently, all of the projects this developer has been involved in have utilized local contractors. This is just another example of the multitude of ways they give back to our community.

Supporting this project brings nothing but benefits to our community. We replace much-needed infrastructure and add a host of other benefits with no impact to the taxpayers. What possible reason could someone have to not support that? Stated another way, what do we possibly have to lose, particularly when what we stand to gain is so clear.

I again ask you to join me in supporting this important project.

Sincerely,

James McGowan
70 Dunneman Ave.
Kingston, NY 12401

Tinti, Elisa

From: Worthington, Rita
Sent: Monday, August 03, 2020 12:36 PM
To: Alderman; Shaut, Andrea
Subject: Fw: [EXTERNAL EMAIL] No to the Kingstonian tax breaks

Good Afternoon:

Although this correspondence was emailed to myself and Alderman Don Tallerman, I thought I should provide it to all council members.

Thank you.
Rita

From: Hannah K Giles <hkgiles@gmail.com>
Sent: Friday, July 31, 2020 5:13 PM
To: Worthington, Rita; Tallerman, Donald
Subject: [EXTERNAL EMAIL] No to the Kingstonian tax breaks

Hello -

I'm writing to both Ward 4 and Ward 5 because I think I sit right on the dividing line between the two and I'm not sure who represents me. I recently moved to 109 St. James St, Kingston.

I recognize that I am a new resident of Kingston, and therefore surely have blindspots and incomplete information, but I am writing to you both because I am concerned about the Kingstonian Luxury Development Project. When it comes to housing and investment, it seems to me that our biggest and most urgent concern should be ensuring that ALL residents of Kingston (especially BIPOC, along with low-income and/or homeless residents) have affordable housing options, and that our most vulnerable neighbors and fellow human beings have access to housing that is stable and decent, especially during this pandemic and as fall and winter approach. It does not seem like the Kingstonian project would meet those needs at all.

I strongly urge the Council to focus on ensuring fair, stable and good housing for the entirety of the Kingston community and not to give tax breaks to luxury developers. I have not seen a parking shortage in this area, certainly nothing so dire that more parking spots are worth losing so much tax revenue.

Please, table any other discussion of luxury development for a later time. Return the PILOT agreement back to committee or stop it altogether for now. I would rather see our time and energy and resources go toward eliminating housing insecurity and homelessness in Kingston.

Thank you,
Hannah Giles
727-459-4187

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Historic Kingston Waterfront Revival, LLC

TEL: 718-596-0504
FAX: 718-596-6443

ROBERT IANNUCCI • 325 GOLD ST. 4TH FI. • BROOKLYN, NEW YORK 11201

August 3, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401
EMAIL: commoncouncil@kingston-ny.gov

RE: The Kingstonian Project

LETTER OF SUPPORT

Dear Ms. Shaut and Members of the Common Council,

We are pleased to submit this Letter of Support for The Kingstonian development project in Uptown Kingston to achieve its final approvals including the PILOT. This is a key project for the City of Kingston and Ulster County.

During these times of considerable economic uncertainty, we need this very necessary investment in our City and County.

We support this project for the obvious economic benefits this project will bring to the region including jobs, housing (including affordable), retail, a parking structure, sales tax, a public park and more.

With regard to the parking structure, the PILOT is a key component to making this project work as there are extensive costs associated with the construction, maintenance and operation of the parking garage – which the City has requested.

We understand that without the PILOT, the project – along with all of its public benefits -- is not financially feasible (due to the cost of the garage).

It is clear that The Kingstonian will deliver considerable benefit to the community with NO cost to the city, county or school district taxpayer.
Failing to support this important project will send the wrong message to developers looking to put Kingston back on the map.

This Letter is a continuation for our decades long support in projects that bolster the economy of Kingston and the Central Hudson Valley.

We have been invested in Kingston for almost 2 decades. We own two (2) miles of prime developable waterfront property on the Rondout Riverport including the historic 25,000 square foot Cornell Building. The Kingstonian will add new vitality to the region by attracting new residents and tourists to the area. The multiplier effect will be huge. Historic Kingston Waterfront Revival LLC has conducted studies of similar development projects in various cities of the United States. Typically a multiplier effect of 20:1 is achievable.

Thank you for your consideration of this important project.

Sincerely,

Robert Iannucci
Historic Kingston Waterfront Revival LLC
325 Gold St, 4th Floor
Brooklyn, NY 11201

Tinti, Elisa

From: Hirsch. Michele
Sent: Tuesday, August 04, 2020 7:28 AM
To: Alderman
Subject: Fw: [EXTERNAL EMAIL] proposed zoning change for Montrepose Ave ('Park Slope Kingston')

Comment on the rezone at Montrepose.

Michele Hirsch
Alderwoman, Ward 9

From: L.H. Roper <l.h.roper9@gmail.com>
Sent: Tuesday, August 4, 2020 7:16:28 AM
To: Hirsch. Michele
Subject: [EXTERNAL EMAIL] proposed zoning change for Montrepose Ave ('Park Slope Kingston')

Dear Alderwoman Hirsch (sorry my address book hasn't updated),

I own and have lived at 249 W. Chestnut St. for over 15 years and I write to express my concerns about the proposed 'Park Slope [really?] Kingston' development for 2-16 Montrepose Ave which would require a zoning change to become reality. Aside from the wretched aesthetics of the proposal, it is my firm view that the neighborhood infrastructure cannot support such an endeavor, especially with respect to the streets and drainage (the property abuts a steep hill and I wonder that anyone would want to build an apartment complex there in the first place): there are very good reasons why the property is zoned the way it is.

Thank you for your attention and kind regards,

Lou Roper

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Tinti, Elisa

From: Shaut, Andrea
Sent: Tuesday, August 04, 2020 8:42 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] I support the Kingstonian Project

Public Comment

From: Christopher Bowers [mailto:cbowers@reisinsurance.com]
Sent: Monday, August 3, 2020 12:49 PM
To: Shaut, Andrea <ashaut@kingston-ny.gov>
Cc: Frank Campagna <fcampagna@colorpageonline.com>; info@kingstonianny.com
Subject: [EXTERNAL EMAIL] I support the Kingstonian Project

7/28/2020

Kingston Common Council,
c/o Andrea Shaut, Alderwoman-At-large and your members,

My name is Christopher Bowers, resident of 114 Wall Street Kingston, NY and I am writing this letter in support of the Kingstonian Project. I am a lifelong resident of Ulster County, currently work as an insurance broker for The Reis Group in Kingston & sit on the board of directors for the Ulster County Chamber of Commerce. I represent the younger generation of Kingston who decided to come back home and live & work in the community where I grew up. From a tourism standpoint, Kingston seems to be in a better place than I can ever remember. We are now a true destination for families who are looking to spend some time away from NYC.... And this is great. But, I still feel that we are lacking some very important things that will keep our local talent here in Kingston & even attract others to move here to live and work.

#1 is job creation. Being a tourism destination is great, but we still need to focus on creating jobs so the people who live here will have a place to work. The Kingstonian project for example will create 357 construction jobs and provide over $19M in salaries. This is $365,000 in sales tax from the construction our city can benefit from that is not currently on our sales tax role.

#2 is a need for housing & parking. It is no secret that uptown Kingston has a need for both! With more and more people moving up from NYC, our residents still need a place to live!... and park. This project will offer 143 units and 420 parking spaces that do not currently exist. This will allow some of the older generations to move out of their high maintenance homes, live in the Kingstonian.... And in turn, free up some homes within our community for the younger generation to plant their flag's! from my perspective this sounds like only a positive plan of action. In additional to all of the additional housing uptown (143 units), think about all of the additional sales tax revenue simply from these new residents shopping/eating at the storefronts all around uptown. This is a win/win.

#3 sending a statement to our community that we can get something done! I don't mean to sound bleak here, but our city is in need for a true success story. We seem to be in a cycle where business owners & our local government cant seem to get new ideas to the finish line. This project could send a message to all future investors & even residents like myself that Kingston cares about our future. The families involved with making this project happen care so much about our City. I hope we can all come together and make this happen, because everyone in our community will benefit.

Best regards,

Christopher Bowers, CPIA
Account Executive
The Reis Group - Kingston
475 Washington Avenue, Kingston, NY 12401
Phone Number: (845) 338-4656 ext. 612
Direct Line: (845) 943-6612
Cell Number: (845) 399-4370
Main Fax: (845) 338-4113

THE REIS GROUP
INSURANCE WORTH HAVING.

Frank H Reis Inc
www.reisinsurance.com

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yelp

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Tinti, Elisa

From: Shaut, Andrea
Sent: Tuesday, August 04, 2020 8:42 AM
To: Alderman
Subject: FW: [EXTERNAL EMAIL] Fw: Attn: Susan Cahill / The Kingstonian project

Public comment

From: hadassah ben-dor [mailto:gargoylesltd@yahoo.com]
Sent: Monday, August 3, 2020 9:00 AM
To: vfab@c0.ulster.ny.us; Shaut, Andrea <ashaut@kingston-ny.gov>; info@ulstercountyida.com; jshaughnessy@kingstoncityschools.org
Subject: [EXTERNAL EMAIL] Fw: Attn: Susan Cahill / The Kingstonian project

----- Forwarded Message -----
From: hadassah ben-dor <gargoylesltd@yahoo.com>
To: "planning@kingston-ny.gov" <planning@kingston-ny.gov>
Sent: Monday, August 26, 2019, 10:12:29 AM EDT
Subject: Attn: Susan Cahill / The Kingstonian project

This is to confirm my support for the project.

For the past 9 years I have been living at 330 Wall Street. I run my business on the first floor of my building.

During the day there is activity from businesses and shoppers. The street shuts down at 5 o'clock. The same can be said for Saturday afternoons and Sundays. I do not feel safe venturing out of my building after dark.

I hope The Kingstonian project will be built. It will bring life, revenue, jobs, parking and added charm to the street. It will certainly be a huge improvement visually from the ugly parking lot which is a blight on the Historic District. I talk to a lot of visitors who love Kingston but wonder how come it is so quiet. A real neighborhood will change this. An added hotel will add to life here. And of course, much needed parking spaces.

I have no problems with the design. The issue here is revitalization of a great business district.

Again, my full support!

Hadassah Zuberi Be-Dor
330 Wall Street
Kingston NY 12401

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Jeffrey and Maria Lowe
181 Abeel Street
Kingston, NY 12401

July 31, 2020

Kingston Common Council
c/o Andrea Shaut, Alderwoman at Large and members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council

We would like to voice our full support for the Kingstonian project in uptown Kingston. This project will enhance the landscape of uptown, provide much needed parking, benefit the uptown businesses and the whole city. The city and county will receive much needed revenue. This project is going to provide many jobs during construction and after completion.
A well-respected Kingston family is willing to make a large investment in uptown Kingston. They deserve our support.
We hope Legislature will support this project as well

Jeffrey Lowe and Maria Lowe

James McGowan & Son Masonry, Inc.
5 Railroad Avenue • Kingston, NY 12401
Tel.: (845) 339-0329 • Fax: (845) 331-2885

July 30, 2020

Kingston Common Council
% Andrea Shaut, Alderwoman-At-Large and Members of the Common Council
Kingston City Hall
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut and Members of the Common Council,

I am writing to urge you to join me in my support for the Kingstonian project PILOT request.

I am a resident and owner of both residential and commercial property in the City of Kingston. I have lived in Kingston my entire life and I am proud to say my family represents 4th generation Kingstonians on both sides. Over that time, we have witnessed first-hand the numerous economic swings our area has experienced. It is because of this that I feel we would have to be crazy to turn a project like this away. We may never have an opportunity like this again.

I ask you to consider the importance of not just the parking to Uptown Kingston, but also the consumers the apartments and hotel will bring. As a Union contractor, I also ask you to think about not just the jobs that will be created when the project is complete but also the construction jobs needed to build the project. I have had the pleasure to work for one of the development partners on numerous occasions, including the construction of both Walgreens buildings in town. Unlike many other projects that have received assistance recently, all of the projects this developer has been involved in have utilized local contractors. This is just another example of the multitude of ways they give back to our community.

Supporting this project brings nothing but benefits to our community. We replace much-needed infrastructure and add a host of other benefits with no impact to the taxpayers. What possible reason could someone have to not support that? Stated another way, what do we possibly have to lose, particularly when what we stand to gain is so clear.

I again ask you to join me in supporting this important project.

Sincerely,

James McGowan
70 Dunneman Ave.
Kingston, NY 12401

July 28, 2020

Dear Kingston Common Council:

My name is Andrea Demosthenes and I have been a resident of Ulster County for 49 years. I began working in the area, for the Kingston City School District, in 1997. My husband, Jim, has lived his entire life in Kingston as well and has been a small business owner in this community since 1987. Ten years ago we invested in a restaurant in the Uptown Kingston area because of our belief in the city's vibrancy and potential to flourish; we care deeply for Kingston and its residents. Kingston is our home.

Over the last 3 decades, my husband has had the good fortune of providing more than 300 jobs to local residents, while I have had the pleasure of working in our public schools with 1000+ local youth. We believe that as lifelong members of the Kingston community, we have a good understanding of the diversity and needs of its residents.

I am writing in support of the Kingstonian project. Specifically, I would like to ask you to give strong consideration to approving the project's application for funding under the PILOT program. If the Kingstonian comes to fruition, our area will benefit from additional jobs opportunities (300+ during construction, 150+ post-construction), housing opportunities (140+ units, including 14 designated as affordable, yet not state subsidized), and prosper from a significant increase in sales and consumer spending, as well as an increase in annual sales tax for the city projected at $330,000+. Progress like this benefits all of those who call Kingston home, yet the developers, JM Development Group LLC and Herzog Supply Co., will incur the cost of building, maintaining and operating the public parking space attached to this project. For this reason, the Kingstonian development team is deserving of a PILOT program. The Kingstonian is certain to add value to the city in terms of much needed public parking and considerable economic growth; these benefits far surpass the PILOT subsidy that is being requested.

Additionally, this project is vital to the area as it addresses a shortage of apartments located within walking distance of the many amenities uptown has to offer, such as: grocery, government and medical offices, shopping, and transportation options. These amenities are especially important to local property owners who are needing to downsize/simplify as they get older. There are many Ulster County residents in search of suitable housing to meet their needs: location, accessibility, amenities, and price point, who have expressed concern that there aren't local housing options available for them. Furthermore, the Kingstonian will be a valuable asset in attracting new residents to the area, many working remotely and spending their income locally.

To revisit my original request that this project be granted approval of its PILOT application: the overall gains Kingston and the surrounding areas will enjoy are substantial and go far beyond the safe and accessible public parking that is so desperately needed uptown. The construction of this parking garage is a public service that meets the needs of our local government, fully covering the cost of construction at no cost to city taxpayers.

I fully support the Kingstonian project and its request for government funding through a PILOT program and believe the Kingstonian will have a meaningful impact on the Kingston community. Please accept my sincerest thanks in advance for your consideration of support.

Kind regards,
Andrea Demosthenes

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: City Clerk/Registrar
Item Type: Informational Purposes
Agenda Section:

Subject:
UC Planning Board response

Suggested Action:

Attachments:
20200804111305.pdf

REFERRAL RESPONSE

ULSTER COUNTY PLANNING BOARD

General Municipal Law of New York State
Article 12B
Sections 239-1 and 239-m

Referral Number 2020061

Municipality	Kingston City	**Local File Number**	
Referring Agency	Local Governing Body		
Type of Referral	Zoning Map Amendment		

Name of Applicant	Andrew Wright
Name of Project	Park Slope Kingston
Project Location	2-16 Montrepose Street
Description	Re-zone from RRR to RT for proposed multifamily project.

UCPB Decision | **Required Modifications**

See Attachments ☑

Referral Officer

Representing the Ulster County Planning Board

Date Received	6/19/2020
Date Reviewed	7/1/2020
Form Date	7/2/2020
Status	Reviewed

Ulster County Planning Board

Dennis Doyle, Director

RECOMMENDATION

Elisa Tinti, City Clerk
City of Kingston
420 Broadway
Kingston, N.Y. 12401

REFERRAL NO: 2020-061
DATE REVIEWED: 7/1/2020

Re: Park Slope Kingston – Zoning Map Amendment

Summary
This is a proposal to re-zone a single parcel from RRR to RT at the applicant's petition. The applicant intends to construct fourteen market-rate apartments with twenty-three parking spaces, pedestrian park, and two EV charging stations. The proposal is located at 2-16 Montrepose.

The following materials were received for review:

- Referral Form
- Zoning Petition
- Short EAF

Recommendations
Given the existing RRR zoning for this property creates a nonconforming lot and that the parcel in question is adjacent to the RT zone, as well as across the street from a condominium development and existing multifamily rental units, the UCPB does not have an issue with the rezoning itself. However, there are several concerns that will need to be addressed as part of its approval as discussed below.

Affordable Housing
The applicant has indicated that these proposed apartment units are intended to be "market-rate." The City, however, is currently in the process of developing an affordable housing amendment to their zoning statute which would require a 10% set aside or in the case of this project, 2 units.

Required Modification
Once the City's new affordable housing law is enacted, no exemptions from providing its 10% share of affordable housing should be granted to this proposed rezoning/use.

SEQRA - Special Permit and Site Plan Review
The City's Planning Board will need to conduct SEQRA with respect to its special permit and site plan review of the proposal.

Advisory Comment
The SEQRA process for the project will need to be completed before action can be taken on the proposed petition to rezone.

Advisory Comment
Referral of the special permit and site plan by the City Planning Board to the Ulster County Planning Board will be necessary.

Reviewing Officer

Robert A. Leibowitz, AICP
Principal Planner

Cc: Gio Gagliardi - UCPB

FINAL ACTION REPORT FORM

Per GML 239-m and -n FINAL ACTION REPORTS ARE REQUIRED TO BE SUBMITTED WITHIN THIRTY DAYS AFTER FILING

Complete the local agency final action box, add the local file number, include any required submittals, and sign the form

Name of Project: Park Slope Kingston **Referral Number:** 2020061

UCPB Decision: Required Modifications

Local Agency Final Action:

☒ Approve ☐ Disapprove

Member Vote: Yes: ☐ No: ☐

☒ County Planning Board Decision - Reviewed no County Impact

☒ Concurs with County Planning Board Modifications or Disapproval

☐ Contrary to County Planning Board Modifications or Disapproval (see required submittals if checked)

☐ **Required Submittals Attached**

☐ **Resolution Attached**

Local Officer: _____

Date: _____

Required Submittals:

Within thirty days after final action, the referring body must file a report of the final action it has taken with the UCPB. A referring body that acts contrary to a recommendation of modifications or disapproval of a proposed action shall set forth the reasons for the contrary action in such report attached to this form.

Local File Number:

Municipality: Kingston City

Referring Agency: Local Governing Body

Type of Referral: Zoning Map Amendment

Name of Applicant: Andrew Wright

Project Location: 2-16 Montrepose Street

Description: Re-zone from RRR to RT for proposed multifamily project.

~ For Ulster County Planning Board Use Only ~

Local Board Decision:

Original Date Received: 6/19/2020

Original Review Date: 7/1/2020

Final Action Date Received:

Status: Reviewed

Return Form to:

Referral Officer
Ulster County Planning Board
Box 1800 Kingston, N.Y. 12402

Need Help? Telephone: 340-3340

Form Revised 09/26/2000 UCPB

UCPB Date Stamp

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: Common Council
Item Type: Informational Purposes
Agenda Section:

Subject:
Communications

Suggested Action:

Attachments:
Finance.pdf

Laws and Rules.pdf

Public Safety.pdf

Fin

CITY OF KINGSTON
Department of Public Works

publicworks@kingston-ny.gov

Edward Norman, Superintendent

Steven T. Noble, Mayor

July 20
, 2020

Hon. Andrea Shaut, President
Common Council
420 Broadway
Kingston, NY 12401

Dear President Shaut;

Attached please find interdepartmental transfers for the Department of Public Works and the Parks and Recreation Department. This transfer will cover shortfalls in accounts and increase funding for anticipated future needs. We respectfully request this communication be submitted to the Council for review.

Your assistance in this matter is greatly appreciated.

Sincerely,

Edward Norman
Superintendent Public Works

Cc: Comptroller John Tuey
City Clerk Elisa Tinti
Recreation Director Lynsey Timbrouck

Enc.

25 East O'Reilly Street * Kingston, New York 12401 * (845) 331-0682 * Fax (845) 331-0295 * www.kingston-ny.gov

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	XX	Contingency Transfer	
Transfer		Authorization	
Budget Modification		Bonding Request	
Claims	Zoning	Other	

Department: ***PARKS*** **Date:** ***July 15, 2020***

A1	**Transfer To:**		**A1**	**Transfer From:**	
7020 11 5105	*Retirement - Gilfeather*	58,202	7020 11 5101	*Admin Reg Pay*	11,000
7020 14 5464	*Admin Advertising*	500	7140 11 5111	*Playgrounds Seasonal*	6,000
7110 13 5302	*Parks Cap Material*	132	7142 11 5101	*Murhpy Center Reg Pay*	19,759
7110 14 5443	*Parks Building Main*	3,000	7210 11 5101	*Stadium Reg Pay*	27,425
7110 14 5485	*Parks Gen Material*	4,000	7620 11 5111	*Adult Seasonal*	8,569
7141 11 5111	*RNC Seasonal*	1,779			
7142 11 5105	*Murphy Center - Carrol*	5,000			
7210 14 5443	*Stadium Building Main*	140			
	TOTAL	72,753		*TOTAL*	72,753

Current oveages and future departmental needs

TOTAL TRANSFER FROM

Estimated Financial Impact _____ Signature _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

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

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	XX		Contingency Transfer		
Transfer			Authorization		
Budget Modification			Bonding Request		
Claims	Zoning		Other		

Department: ***PUBLIC WORKS*** **Date:** ***July 15, 2020***

A1	**Transfer To:**		**A1**	**Transfer From:**	
5110 11 5105	*Streets Retirement - R. Perry*	9,911.00	5110 11 5101	*Streets Regular Pay*	9,911.00
8140 14 5472	*Storm Sewer - Prosser Agree.*	150.00	8140 14 5472	*Storm Sewer Vehicle Main*	150.00
8164 14 5444	*Recycling Vehicel Main*	2,500.00	8170 14 5444	*Street Cleaning Vehicle Main*	2,500.00
	TOTAL	**12,561.00**		***TOTAL***	**12,561.00**

TOTAL TRANSFER FROM

Estimated Financial Impact _____ Signature _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

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

Fin

CITY OF KINGSTON
Office of the City Engineer

jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer

Steven T. Noble, Mayor

July 29, 2020

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

RE: Elmendorf Street Bridge over rail trail

Dear President Shaut:

On Monday July 20, we discovered deterioration of the timber beams that support this bridge. The deterioration had been hidden but was made visible when pavement milling removed a part of the bridge deck. DPW made the decision to close the bridge to vehicular traffic until further evaluation, repair or replacement of the bridge can be completed.

I plan to issue a request for proposals (RFP) to qualified engineering firms by the end of July. I expect to receive responses to the RFP by late August, and to have a firm under contract by the middle of September. Design, bidding and construction could then proceed according to the following approximate schedule:

Design:	September- October 2020
Bidding:	November 2020
Award Construction contract:	January 2021
Construction complete:	June 2021

An estimated budget is as follows:

Survey:	$7,500
Design:	$55,000
Construction:	$570,000
Construction Admin / Inspection:	$65,000
Total Project Cost	$697,500

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

John M. Schultheis, P.E., City Engineer — Steven T. Noble, Mayor

Funding of $700,000 is requested by bonding. This budget envisions a complete replacement of the bridge. There may be other options such as repair instead of replacement, however I believe that a complete replacement is the option most likely to give the best long-term value to the City. There is more than one way to approach this project and we anticipate that the selected consultant will complete a preliminary design phase that compares the costs and benefits of several alternatives.

I plan to attend the meeting of the finance and audit committee so that I may answer any questions that arise.

Respectfully,

John M. Schultheis, P.E.
City Engineer

Cc: Steve Noble, Mayor
Ed Norman, Superintendent, DPW

Tinti, Elisa

From: Schultheis, John
Sent: Wednesday, July 29, 2020 3:04 PM
To: Tinti, Elisa; Sills, Dee; Shaut, Andrea
Cc: Norman, Edward; Noble, Steve
Subject: Elmendorf Street Bridge
Attachments: Elmendorf Street Bridge 7-29-2020.pdf

President Shaut-

As you know a problem with deteriorated structural members was found at this bridge on July 20, and the bridge has been out of service since that time. The attached communication describes my recommended course of action to design and construct repair or replacement of the bridge so that it may re-open.

My request is that this be considered at the August meeting of Finance and Audit.

Please let me know if you need anything further or have any questions.

Thank you,

John M. Schultheis, P.E.
City Engineer
City of Kingston
Engineering Department
City Hall
420 Broadway
Kingston, New York 12401
m) 845-416-0026 (no texts to this number please)
o) 845-334-3967

jschultheis@kingston-ny.gov

Fin

CITY OF KINGSTON
Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police

Steven T. Noble, Mayor

July 27, 2020

Honorable Andrea Shaut
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting a transfer of funds from the City's Contingency Account to cover the retirement payouts of three officers.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio Tinti
Chief of Police
City of Kingston Police Department

EFT
Enclosure
Cc: Honorable Steven T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER ____	CONTINGENCY TRANSFER X	TRANSFER ____
AUTHORIZATION ____	BUDGET MODIFICATION ____	BONDING REQUEST ____
CLAIMS ____	ZONING ____	OTHER ____

DEPARTMENT _____ DATE _____

Description: Budget transfer from Contingency to cover the .105 Retirement Accumulation for the retirement of three officers.

Estimated Financial Impact $46, 500.00 Signature _____

Motion by _____

Seconded by _____

Action Required:

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

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

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

2020 Budget Modification

Account #	Transfer Out of	Transfer Into
Retirement Accumulation A13120.105		$46,500.00
Contingency Account A1.1990.5404	$46,500.00	
TOTALS	**$ 46,500.00**	**$ 46,500.00**

Fin

CITY OF KINGSTON
Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police

Steven T. Noble, Mayor

July 27, 2020

Honorable Andrea Shaut
Alderman-at-Large
420 Broadway
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting a budget modification to reflect the receipt and expenditure of grant funds (GIVE) from DCJS for crime analysis services.

Thank you for your time and consideration in this matter. If you or your committee needs additional information, please do not hesitate to contact me.

Sincerely,

Egidio Tinti
Chief of Police
City of Kingston Police Department

EFT
Enclosure
Cc: Honorable Steven T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER ____	CONTINGENCY TRANSFER ____	TRANSFER ____
AUTHORIZATION ____	BUDGET MODIFICATION x	BONDING REQUEST ____
CLAIMS ____	ZONING ____	OTHER ____

DEPARTMENT Police DATE 07/27/20120

Description: Budget modification to reflect grant funds (GIVE) from DCJS for crime analysis services.

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: ____

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

2020 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312014		
.472 Contracted Services		$ 60,000.00
Revenue - IMPACT/GIVE A13120.3389	$ 60,000.00	
TOTALS	**$ 60,000.00**	**$ 60,000.00**

Fin

Tinti, Elisa

From: Shaut, Andrea
Sent: Monday, July 27, 2020 8:29 AM
To: Tinti, Elisa
Subject: Communication - Tow Truck Fees
Attachments: Tow Truck Code.pdf

Good morning,

Last month, the Council voted in favor to move the Tow Truck fees into the fee schedule in the city code. A local tow truck company has requested the Council to consider the current fees. I would like the Finance & Audit committee to deliberate at their next month. Can you please add this to the communications? I have attached a copy of the code for reference of the current fees.

Thank you for your time.

Respectfully,

Andrea Shaut

Council President, City of Kingston

Every owner licensed hereunder who desires to add to the number of tow trucks he is duly licensed to operate shall file a written application under oath with the Chief of Police or his agent stating:

A. The name and address of the applicant.

B. The applicant owner's license number.

C. Proof of required insurance, valid registration and inspection.

D. A description of each such additional tow truck, including the make, motor number and the year manufactured.

§ 370-13 License renewals.

Any license and sticker issued hereunder may be renewed annually for additional periods of one year each from the date of expiration upon the submission of an amendment to the original application or subsequent amendments, containing all the information required by the provisions of this chapter for original applications.

§ 370-14 Inspection of vehicles.

[Amended 12-4-2001, approved 12-28-2001; 5-6-2008, approved 5-12-2008; 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]

No license or sticker shall be issued or renewed annually which shall permit the use of any vehicle as a tow truck unless and until it has been inspected and certified annually by the Chief of Police or his designee as conforming to the requirements of this chapter and has been duly inspected as required by the Vehicle and Traffic Law of New York. There shall be a fee as set forth in the fee schedule to be established by resolution of the Common Council of this City[1] for each annual inspection and as set forth in the fee schedule to be established by resolution of the Common Council of this City for each tow vehicle inspected. Annual inspections must be completed once a year.

[1] *Editor's Note: See Ch. **217**, Fees.*

§ 370-15 Towing of vehicles to be impounded or disabled without accident.

Motor vehicles not involved in accidents but which are otherwise disabled and which are disrupting the flow of traffic and whose owners do not otherwise request assistance from a licensee, or motor vehicles which are to be impounded for other reasons, shall be towed away by licensees from the towing roster on a rotating basis. In the event that a licensee is called pursuant to this section, it shall be unlawful for the licensee to charge more than the rates provided for in § 370-16.

§ 370-16 Towing roster; requirements and fees.

[Amended 3-6-1990, approved 3-7-1990; 12-4-2001, approved 12-28-2001]

Any licensee who agrees to abide by the following requirements shall be placed on the towing roster to be called in rotation to remove vehicles from scenes of accidents, disabled vehicles or vehicles otherwise left in violation of law, provided that:

A. The licensee swears under oath that he owns or rents and operates and maintains a bona fide legally permitted registered repair shop within the City of Kingston; but applicants shall not qualify as herein provided if applicants state that they maintain a registered repair shop on the very same premises or real property owned by another licensee and on which property said licensee operates or maintains or another licensee operates or maintains a place of like business, or the applicant states that he is a lessee of a licensee.

B. Such garage maintains twenty-four-hour capability to answer calls regarding motor vehicles.

C. The licensee agrees to charge no more than the following maximum rates for towing from the accident scene to his place of business or any other place within the City of Kingston designated by the owner or operator of a motor vehicle, regardless of distance within the City of Kingston when called by the Kingston Police Department:

(1) Towing charges.
[Amended 5-6-2008, approved 5-12-2008]

(a) Passenger vehicles and trucks up to 3/4 ton.

[1] Day: $100.

[2] Nights, weekends and holidays: $125.

(b) Above three-quarter-ton trucks.

[1] Day: $125.

[2] Nights, weekends and holidays: $150.

(c) Tractor trailers.

[1] Tractor trailers 18,000 GVW (gross vehicle weight) and over: said fee is left to the discretion of the owner/operator of the tow truck.

(d) Return empty.

[1] Days: $75.

[2] Nights, weekends and holidays: $100.

(e) Snow tows.

[1] Day or night, includes dig out: $125.

(2) Additional charges. The licensee shall be permitted to charge additional fees for additional services. Any fees not provided for herein shall be in accordance with the schedule of fees filed with the Kingston Police Department.

(a) Flatbeds: add $20 to rates for three-quarter-ton vehicles.

(b) Dollies.

[1] Tractor trailers.

[a] Day: $120.

[b] Nights, weekends and holidays: $170.

[2] All others.

[a] Day: $25.

[b] Nights, weekends and holidays: $45.

(c) Winching.

[1] Passenger vehicles and three-quarter-ton trucks.

[a] Day: $80 per hour.

[b] Nights, weekends and holidays: $80 per hour.

[2] All other vehicles.

[a] Day: $100 per hour.

[b] Nights, weekends and holidays: $120 per hour.

(d) Unusual waiting cleanup time.

[1] With small wreckers.

[a] Day: $50 per hour.

[b] Nights, weekends and holidays: $60 per hour.

[2] With large wreckers.

[a] Day: $70 per hour.

[b] Nights, weekends and holidays: $100 per hour.

(e) Additional service vehicles: same rates as above.

(f) Additional labor.

[1] Day: $40 per hour.

[2] Nights, weekends and holidays: $50 per hour.

(g) Mileage. Outside of the City: $3 per loaded mile.
[Amended 5-6-2008, approved 5-12-2008]

(3) "Days" shall mean 8:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 12:00 noon, Saturday. "Nights, weekends and holidays" shall mean all other times, with "holidays" being those established by the State of New York.

D. Storage. The licensee agrees to charge a maximum of $40 per day for storage; provided, however, that no storage shall be charged if the vehicle is picked up prior to the close of the next business day of the licensee; and provided, further, that no additional storage may be charged from the time the owner of the vehicle contacts the licensee for the purpose of attempting to pick up the vehicle, so long as the owner does pick up the vehicle prior to the end of the next business day of the licensee. Reasonable charges not to exceed $40 may be imposed by the licensee to enable the owner to pick up the vehicle at other than normal business hours of the licensee. Licensees shall be available to owners desiring to pick up vehicles at least 10 hours per day, Monday through Saturday, holidays excepted, which hours must include either 8:00 a.m. or 6:00 p.m., as the licensee shall elect. Hours of availability shall be filed with the Kingston Police Department.
[Amended 5-6-2008, approved 5-12-2008]

E. The charges and fees herein provided may he modified from time to time by resolution of the Common Council of the City of Kingston, New York.

§ 370-17 Designation of licensees on towing roster on rotating basis.

[Amended 12-4-2001; approved 12-28-2001]

The Chief of Police of the Kingston Police Department or his authorized agent is hereby authorized to designate licensees from the towing roster on a rotating basis for the purpose of towing motor vehicles to the place of business of the tow truck applicant, except elsewhere at the request of the owner. The roster shall be filed with the City Clerk for availability to the public and shall be amended on the first working day of the month only in the event of an addition or deletion of a licensed applicant.

§ 370-18 Loss of turn on towing roster.

The licensee shall furnish twenty-four-hour telephone numbers for the licensee, his business and/or his designated agent. If a licensee or his designated agent does not answer the call of the duty officer of the Kingston Police Department or is not available when called, he shall lose his turn on the towing roster and must wait for the roster to be called in its entirety before he is eligible to be called again.

§ 370-19 Removal of debris at accidents.

A licensee called to the scene of an accident, if necessary, must sweep or clean up any debris, but only if he is provided with police protection against vehicles at the scene.

§ 370-20 Nontransferability of place on roster.

It shall be unlawful for a licensee to transfer or exchange his place on the roster with any other licensee or other person on the towing roster.

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 8th day of July, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this 8th day of July, 2020

Steven T. Noble, Mayor

Adopted by Council on July 7th, 2020

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 8th day of July, 2020

Elisa Tinti, City Clerk

Approved by the Mayor this 8th day of July, 2020

Steven T. Noble, Mayor

Adopted by Council on July 7th, 2020

(12)

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT: Common Council DATE: 6-17-20

Description: Amend section of the Code, Chapter 370-16 for the inclusion of Equine Fees as set forth in the Fee Schedule and to be established by resolution of the Finance and Audit committee.

Signature: _____

Motion by R.S.C.

Seconded by R.W.

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman	✓	
Patrick O'Reilly Ward 7	☑	
Rennie Scott-Childress, Ward 3	☑	
Don Tallerman, Ward 5	☐	
Rita Worthington, Ward 4	☑	

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: ____

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

CITY OF KINGSTON
Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor

L+R

July 30th, 2020

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

Re: Hudson Valley Landing Property

Dear President Shaut,

A request has been made by Kingston Waterfront LLC, who owns property at Hudson Landing, asking that the road into the complex be deeded to them, as the City of Kingston does not maintain said road. They will also take over ownership and responsibility for the three LED lights in the development. This has been discussed with both the Engineering Department and the Public Works Department and all parties believe it is in the City's best interest to transfer the roadways to the private property owner.

An easement over said property will also grant the City the right to enter on said property for access to the sewer regulator and for repair to the sewer system, as needed.

Please feel free to contact Corporation Counsel's office with any specific questions related to the project. Thank you for your consideration.

Sincerely,

Steven T. Noble
Mayor

Cc: Corporation Counsel
Clerk's Office

L+R

REFERRAL RESPONSE

ULSTER COUNTY PLANNING BOARD

General Municipal Law of New York State
Article 12B
Sections 239-1 and 239-m

Referral Number 2020061

Municipality	Kingston City
Referring Agency	Local Governing Body
Type of Referral	Zoning Map Amendment

Local File Number

Name of Applicant	Andrew Wright
Name of Project	Park Slope Kingston
Project Location	2-16 Montrepose Street
Description	Re-zone from RRR to RT for proposed multifamily project.

UCPB Decision **Required Modifications**

See Attachments ☑

Referral Officer

Representing the Ulster County Planning Board

Date Received	6/19/2020
Date Reviewed	7/1/2020
Form Date	7/2/2020
Status	Reviewed

Ulster County Planning Board

Dennis Doyle, Director

Elisa Tinti, City Clerk
City of Kingston
420 Broadway
Kingston, N.Y. 12401

RECOMMENDATION

REFERRAL NO: 2020-061
DATE REVIEWED: 7/1/2020

Re: Park Slope Kingston – Zoning Map Amendment

Summary
This is a proposal to re-zone a single parcel from RRR to RT at the applicant's petition. The applicant intends to construct fourteen market-rate apartments with twenty-three parking spaces, pedestrian park, and two EV charging stations. The proposal is located at 2-16 Montrepose.

The following materials were received for review:

- Referral Form
- Zoning Petition
- Short EAF

Recommendations
Given the existing RRR zoning for this property creates a nonconforming lot and that the parcel in question is adjacent to the RT zone, as well as across the street from a condominium development and existing multifamily rental units, the UCPB does not have an issue with the rezoning itself. However, there are several concerns that will need to be addressed as part of its approval as discussed below.

Affordable Housing
The applicant has indicated that these proposed apartment units are intended to be "market-rate." The City, however, is currently in the process of developing an affordable housing amendment to their zoning statute which would require a 10% set aside or in the case of this project, 2 units.

Required Modification
Once the City's new affordable housing law is enacted, no exemptions from providing its 10% share of affordable housing should be granted to this proposed rezoning/use.

SEQRA - Special Permit and Site Plan Review
The City's Planning Board will need to conduct SEQRA with respect to its special permit and site plan review of the proposal.

Advisory Comment
The SEQRA process for the project will need to be completed before action can be taken on the proposed petition to rezone.

Telephone: 845-340-3340
Fax: 845-340-3429
Email Address: rlei@co.ulster.ny.us
Web: ulstercountyny.gov/planning/ucpb

FINAL ACTION REPORT FORM

Per GML 239-m and -n FINAL ACTION REPORTS ARE REQUIRED TO BE SUBMITTED WITHIN THIRTY DAYS AFTER FILING

Complete the local agency final action box, add the local file number, include any required submittals, and sign the form

Name of Project: Park Slope Kingston

Referral Number: 2020061

UCPB Decision: Required Modifications

Local Agency Final Action:

☒ Approve ☐ Disapprove

Member Vote: Yes: ☐ No: ☐

☒ County Planning Board Decision - Reviewed no County Impact

☒ Concurs with County Planning Board Modifications or Disapproval

☒ Contrary to County Planning Board Modifications or Disapproval (see required submittals if checked)

☐ **Required Submittals Attached**

☐ **Resolution Attached**

Local Officer: _____

Date: _____

Required Submittals:

Within thirty days after final action, the referring body must file a report of the final action it has taken with the UCPB. A referring body that acts contrary to a recommendation of modifications or disapproval of a proposed action shall set forth the reasons for the contrary action in such report attached to this form.

Local File Number:

Municipality: Kingston City

Referring Agency: Local Governing Body

Type of Referral: Zoning Map Amendment

Name of Applicant: Andrew Wright

Project Location: 2-16 Montrepose Street

Description: Re-zone from RRR to RT for proposed multifamily project.

~ For Ulster County Planning Board Use Only ~

Local Board Decision:

Original Date Received: 6/19/2020

Original Review Date: 7/1/2020

Final Action Date Received:

Status: Reviewed

Return Form to:

Referral Officer
Ulster County Planning Board
Box 1800 Kingston, N.Y. 12402

Need Help? Telephone: 340-3340

Form Revised 09/26/2000 UCPB

UCPB Date Stamp

PS/GG

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

KEVIN A. CAHILL
Assemblymember 103rd District

CHAIR
Assembly Insurance Committee

COMMITTEES
Ways and Means

Economic Development, Job Creation, Commerce & Industry

Health

Higher Education

July 29, 2020

Hon. Andrea Shaut, Alderwoman-at-Large
City of Kingston Common Council
420 Broadway
Kingston, New York 12401

Dear Alderwoman Shaut and Members of the Common Council:

I write regarding United States Army Staff Sergeant Charles William Johnson, a local man of honor who paid the ultimate sacrifice while serving in the Vietnam War. Sergeant Johnson grew up on Murray Street in the City of Kingston and was a varsity athlete in both basketball and football at Kingston High School. His family instilled in him a strong belief in military duty, as he followed the path of his older brother and enlisted in the Army. After twelve years of distinguished service, Sergeant Johnson had the grave misfortune of being the first casualty in Vietnam from Kingston on January 12, 1967.

We believe a suitable memorial for Sergeant Johnson and his family to honorarily name the segment of the Kingston Linear Park that runs between Delaware Avenue, alongside Murray Street and in front of Rondout Gardens Street in tribute of this fine man, and I respectfully request the Common Council formally act upon this proposal. Similar actions have been taken by this legislative body in the past to recognize the loss of other residents who fought and died for our country. It is time, if not long overdue, to do the same for Sergeant Johnson.

Thank you for your consideration in extending this honor to a hometown hero. I ask that you keep my office apprised throughout this process, and as such, please feel free to forward any questions or information to my staff.

Sincerely,

Kevin A. Cahill

Kevin A. Cahill
Member of Assembly

KAC:mt

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: Common Council
Item Type: Informational Purposes
Agenda Section:

Subject:
Proposed resolutions

Suggested Action:

Attachments:
20200804090754.pdf

20200804085748.pdf

20200804120623.pdf

LEGISLATION LIST- AUGUST 2020

RESOLUTION 123- TO ADOPT THE OPEN SPACE PLAN AS ADDENDUM TO THE CITY OF KINGSTON COMPREHENSIVE PLAN

RESOLUTION 124- BUDGET TRANSFER IN THE CITY CLERK'S BUDGET TO COVER THE EXPENSE OF A NEW LAP TOP

RESOLUTION 125- BUDGET TRANSFER IN THE BUILDING AND SAFETY DIVISION FOR EMERGENCY REPLACEMENT OF THE ROOF TOP AIR CONDITIONING UNIT

RESOLUTION 126- REMOVING 11 TRAFFIC SIGNALS AND REPLACING THEM WITH ALL WAY STOP SIGNS

RESOLUTION 127- ADDING TWO HOUR PARKING ON ST. JAMES STREET

RESOLUTION 128-AUTHORIZING THE MAYOR TO EXECUTE A PILOT AGREEMENT WITH DEVELOPERS OF THE KINGSTONIAN PROJECT

RESOLUTION 129- AUTHORIZING THE MAYOR TO EXECUTE NYS DOT MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT #K007402 AND ALL APPLICABLE SCHEDULES

RESOLUTION 130- AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN EASEMENT WITH THE COUNTY OF ULSTER FOR THE MIDTOWN LINEAR PARK PROJECT

RESOLUTION 131- AUTHORIZING THE IMPLEMENTATION OF THE UPDATED AMENDED INVESTMENT POLICY

RESOLUTION 132- AUTHORIZING THE COMPTROLLER TO PARTICIPATE AND INVEST CITY FUNDS IN THE NYCLASS PROGRAM

RESOLUTION 133 REFERRING THE REQUEST FOR REZONING OF 2-16 MONTREPOSE AVENUE TO THE CITY OF KINGSTON PLANNING BOARD, ULSTER COUNTY PLANNING BOARD AND HISTORIC LANDMARK PRESERVATION COMMISSION

RESOLUTION 134- REPEALING CHAPTER A 406- KINGSTON CITY COURT ACT- OF THE CITY OF KINGSTON CODE

RESOLUTION 135- REMOVING HANDICAP PARKING OPPOSITE 52 RAVINE STREET, 19 FEET SOUTH WEST FROM THE INTERSECTION OF RAVINE AND GERMAN STREET

FIRST READING LOCAL LAW 2- AUTHORIZING AN AMENDMENT TO LOCAL LAW 1 OF 2019 AMENDING ARTICLE IV SECTIONS 22-20 COMPOSITION AND 22-21 TERMS OF OFFICE OF THE CITY CODE OF THE CITY OF KINGSTON

RESOLUTION 130 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN EASEMENT WITH THE COUNTY OF ULSTER FOR THE MIDTOWN LINEAR PARK PROJECT

Sponsored By: Laws & Rules Committee: Alderman: Ventura Morell, O'Reilly, Scott-Childress, Tallerman, Worthington

WHEREAS, a request has been made for the City of Kingston to enter into an easement with the County of Ulster for the Midtown Linear Park Project.

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 enter into and execute an easement with the County of Ulster for the Midtown Linear Park Project 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

130

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT: Mayor DATE: 7-15-20

Description: Resolution authorizing the Mayor to execute an easement with Ulster County regarding the Midtown Linear Park Project.

Signature: _____

Motion by P.O'R

Seconded by R.W.

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman		
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: _____

(L+R)

CITY OF KINGSTON
Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor

June 17, 2020

For Janet

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

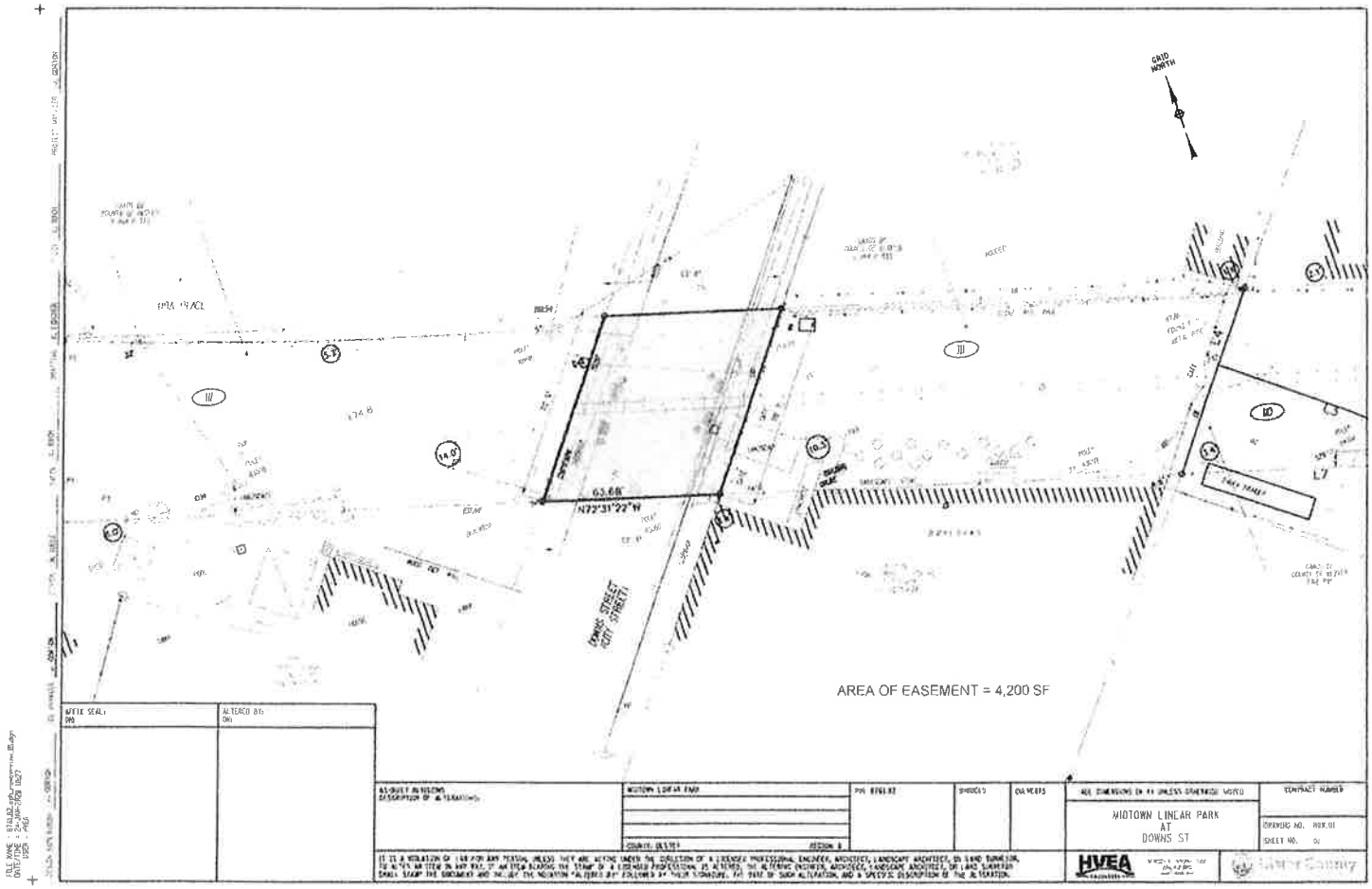
GRID NORTH
63.68'
N72°31'22"W
DOWNS STREET
CITY STREET
AREA OF EASEMENT = 4,200 SF
MIDTOWN LINEAR PARK
AT
DOWNS ST
HVEA

EXHIBIT B

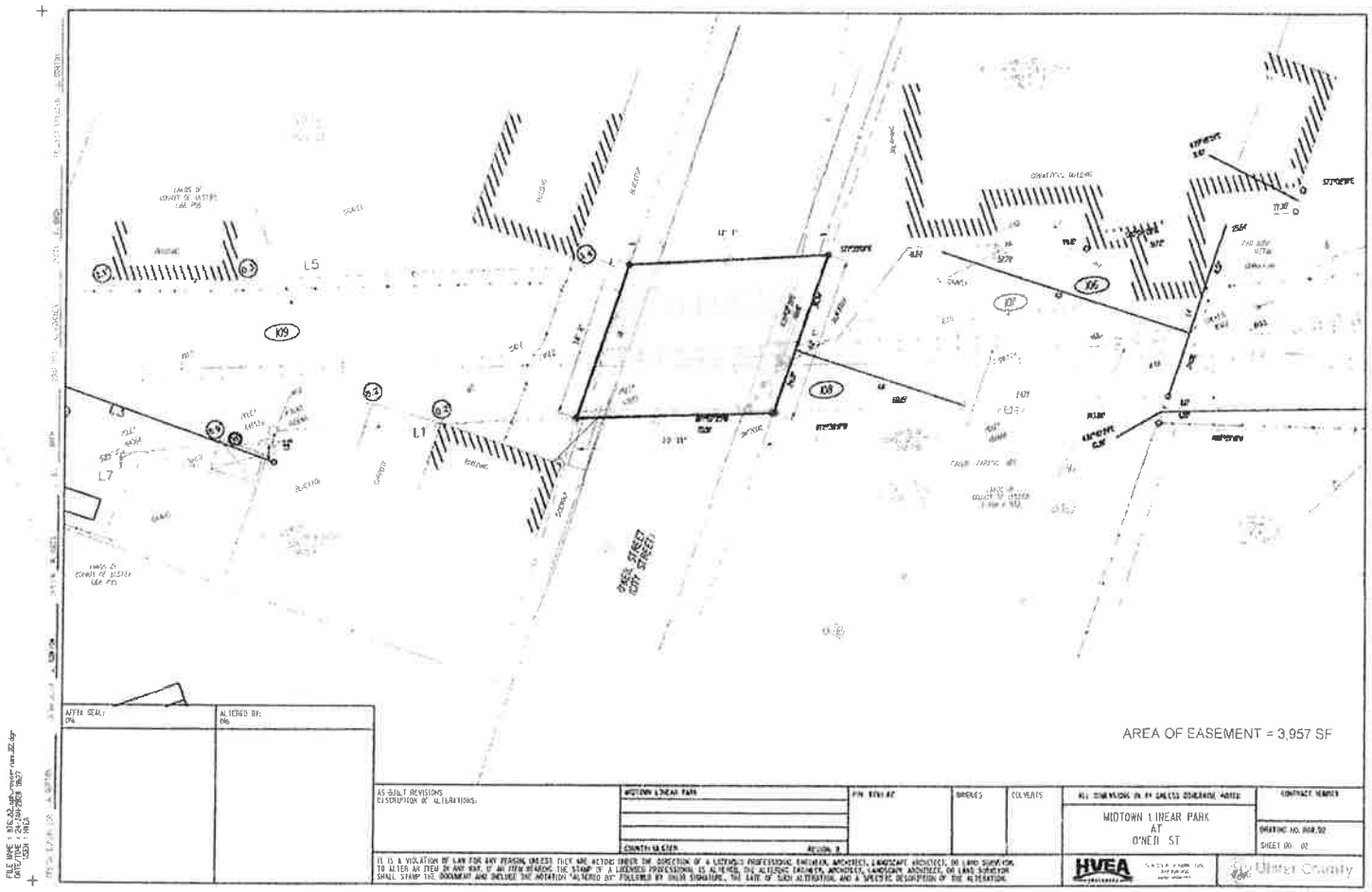
AREA OF EASEMENT = 3,957 SF
MIDTOWN LINEAR PARK
AT
O'NEIL ST
HVEA
Ulster County

EXHIBIT C

AREA OF EASEMENT = 4,436 SF
MIDTOWN LINEAR PARK
AT
CORNELL ST
HVEA

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 signature(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

RESOLUTION 131 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE IMPLEMENTATION OF THE UPDATED AMENDED INVESTMENT POLICY FOR THE CITY OF KINGSTON

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, the City of Kingston previously adopted an Investment Policy; and

WHEREAS, a request is made to amend the Investment Policy to add NYCLASS as an approved additional depository under the terms of the NYCLASS Municipal Agreement last amended and restated as of March 28, 2019 and clarifying that the policy is intended to govern deposits under the perview of the City Comptroller.

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 amended Investment Policy attached hereto adding NYCLASS as an approved depository under the terms of the NYCLASS Municipal Agreement last amended and restated as of March 28, 2019 and clarifying that the policy is intended to govern deposits under the perview of the City Comptroller.

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

(13)

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 DATE 6/30/20

Description: Approve changes to the City's Investment Policy as per letter to Common Council dated 6/30/20

Estimated Financial Impact N/A. Signature

Motion by

Seconded by

Action Required:

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

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

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

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 perview of the City Comptroller. I have submitted this document for your consideration and approval.

Sincerely,

John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble

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:

Depositary Name	Maximum Amount
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 depositaries, 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 depositary 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

"Eligible Securities" for Collateral
(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.

Agenda Item No:

Finance and Audit Committee Agenda Item Report

Meeting Date: July 8, 2020
Submitted by: Dee Sills
Submitting Department: Mayor
Item Type: Proposed Resolution
Agenda Section:

Subject:
NYS DOT Mass Transportation Capital Projects Agreement

Suggested Action:

Attachments:
20200707094614.pdf

RESOLUTION 132 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE CITY OF KINGSTON COMPTROLLER TO PARTICIPATE AND INVEST CITY FUNDS IN THE NYCLASS PROGRAM

Sponsored By: Finance/Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot,

WHEREAS, a request has been made to authorize the execution of a municipal cooperation agreement with New York Cooperative Liquid Assets Securities System (NYCLASS); and

WHEREAS, execution of said agreement would facilitate the Comptroller's office commencing an official investment relationship with NYCLASS.

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 execution of a municipal cooperation agreement with New York Cooperative Liquid Assets Securities System (NYCLASS).

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

132

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 DATE 6/30/20

Description: Authorize the City Comptroller to participate and invest City funds in the NYCLASS program under the terms of the NYCLASS Municipal Agreement, last amended and restated as of March 28, 2019.

Estimated Financial Impact N/A. Signature

Motion by

Seconded by

Action Required:

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

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

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

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 perview of the City Comptroller. I have submitted this document for your consideration and approval.

Sincerely,

John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble

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

RESOLUTION 133 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REFERRING REQUEST FOR REZONING OF 2-16 MONTREPOSE AVENUE TO THE CITY OF KINGSTON PLANNING BOARD, ULSTER COUNTY PLANNING BOARD AND HISTORIC LANDMARK PRESERVATION COMMISSION

Sponsored By: Laws & Rules Committee: Alderman: Ventura Morell, O'Reilly, Scott-Childress, Tallerman, Worthington

WHEREAS, a request has been made for rezoning of 2-16 Montrepose Avenue be referred by the Common Council of the City of Kingston to the Kingston Planning Board, the City of Kingston Historic Landmark Preservation Commission and the Ulster County Planning Board for associated review pursuant to Section 405-73 of the City of Kingston Zoning Ordinances and Section 239-m of the General Municipal Law of the State of New York.

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 refers the rezoning of 2-16 Montrepose Avenue to the Kingston Planning Board, the City of Kingston Historic Landmark Preservation Commission and the Ulster County Planning Board for associated review pursuant to Section 405-73 of the City of Kingston Zoning Ordinances and Section 239-m of the General Municipal Law of the State of New York.

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

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT: _____ DATE: 7-15-20

Description: Formally refer request for rezoning of 2-16 Montrepose Ave. to City of Kingston Planning Board, Ulster County Planning Board and Historic Landmarks Preservation Commission.

Signature: _____

Motion by R.S-C.

Seconded by R.W

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman	✓	
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: ____

Agenda Item No:

Laws and Rules Committee Agenda Item Report

Meeting Date: July 15, 2020
Submitted by: Dee Sills
Submitting Department: City Clerk/Registrar
Item Type: Proposed Resolution
Agenda Section:

Subject:
Zoning Amendment Montrepose Ave.

Suggested Action:

Attachments:
20200709122102.pdf

L+R

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

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, Kignston 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:	Telephone: 845-338-3383
Andrew Wright	E-Mail: wrightarchitects@gmail.com

Address:
233 Fair St

City/PO:	State:	Zip Code:
Kingston	NY	12401

	NO	YES
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.	☐	☑
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.	☐	☑

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

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
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	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	☐	☑
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	☐	☑
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	☑	☐
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?	☑	☐
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

	NO	YES
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?	☑	☐
16. Is the project site located in the 100 year flood plain?	☑	☐
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	☐	☑
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.		

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
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: _____	☑	☐
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: _____	☑	☐

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Andrew Wright Date: 6-10-2020

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

WRIGHT
ARCHITECTS
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 KTNGSTON, 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:

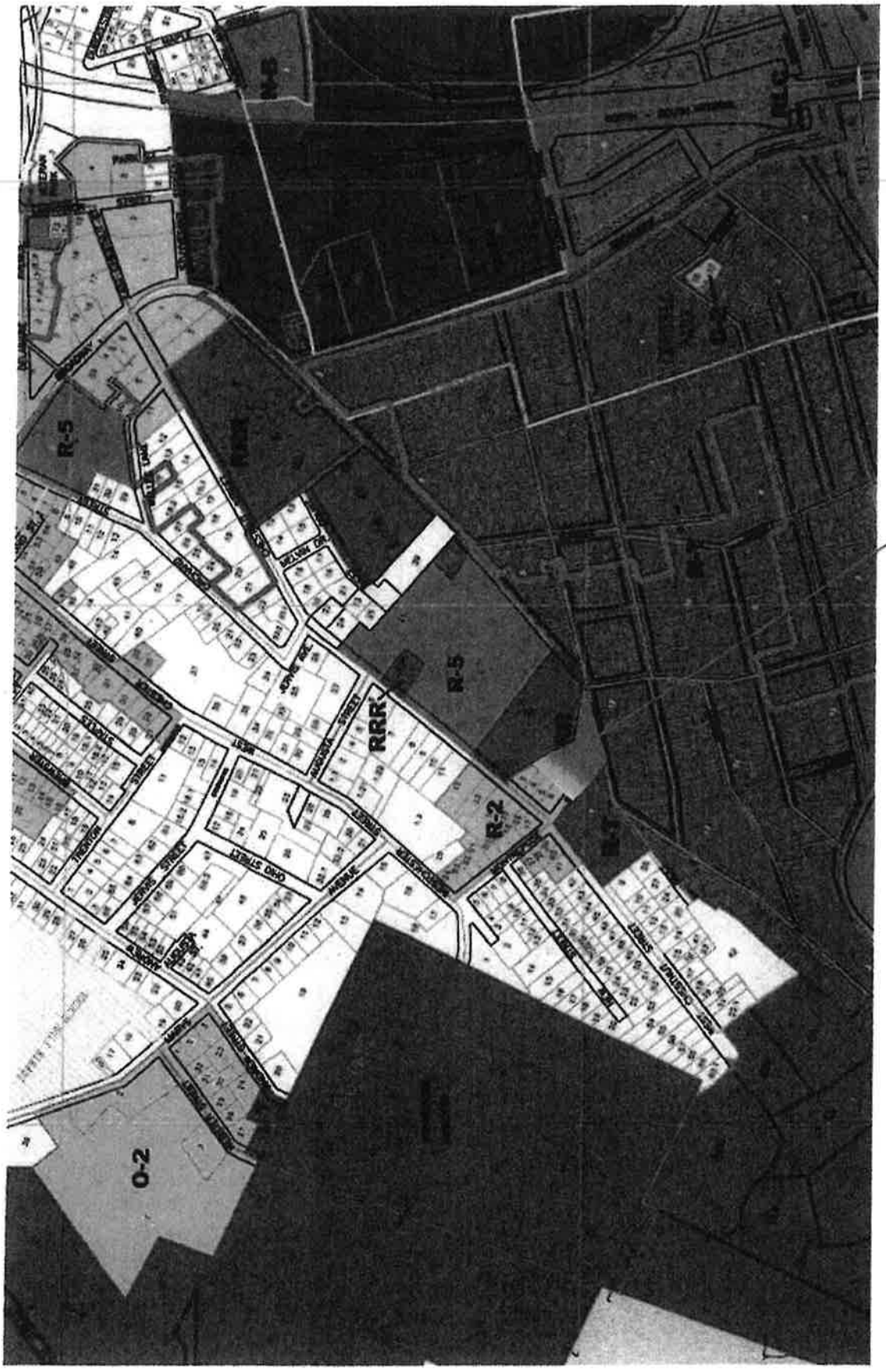
Beginning at a point in the Northerly line of Montrepose Street, said point being the most Southerly corner of lands now or formerly Safer (Liber 1494, p 733); thence along the Southeasterly line of said lands now or formerly Safer (Liber 1494, cp 733) and the Southeasterly lines of lands now or formerly 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.

STTE
TAX MAP
CITY OF KINGSTON
ULSTER COUNTY
NEW YORK
ULSTER COUNTY REAL PROPERTY TAX SERVICE AGENCY
ULSTER COUNTY LEGISLATURE

Exhibit "B"

Exhibit "C"



WRIGHT ARCHITECTS

Park Slope Kingston

2-16 MONTREPOSE ST, KINGSTON, NY 12401

SITE PLAN
FLOOR PLAN
LAYOUT

A-100.00

Exhibit "D"

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

Lot Regulations:	Requirements	Proposed	Approved
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

RESOLUTION 134 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REPEALING CHAPTER A 406 – KINGSTON CITY COURT ACT – OF THE CITY OF KINGSTON CODE

Sponsored By: Laws & Rules Committee: Alderman: Ventura Morell, O'Reilly, Scott-Childress, Tallerman, Worthington

WHEREAS, a request has been made to repeal Chapter A 406 – Kingston City Court Act – of the City of Kingston Code; and

WHEREAS, by Constitutional Amendment in 1961, the State of New York created the NYS Unified Court System. By that legislation, together with related legislation of the State of New York Office of Court Administration, the NYS Unified Court System assumed administration of the Kingston City Court.

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 repeal of Chapter A 406 – Kingston City Court Act – of the City of Kingston Code.

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

(134)

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT: _____ DATE: 7-15-20

Description: Resolution to repeal the City of Kingston Court Act as per attached.

Signature: _____

Motion by RS-C

Seconded by RW

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman		
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: _____

Read
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.

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,

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 INDIVI...
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. NYCCCA art. 7. They are unsalaried, but collect fees from those who use their services. NYCCCA § 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. NYCCCA § 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

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§ 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) ...

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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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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.

(I) *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

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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).

RESOLUTION 135 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. Article7, Section 390-57, "Handicap Parking" is hereby amended by REMOVING the following:

Handicap Parking (and signage) on Ravine Street opposite #52 Ravine Street, 19 feet South West from the intersection of Ravine 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

Approved by the Mayor this ____ day of _____, 2020

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2020

LOCAL LAW 2 OF 2020 OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING AN AMENDMENT TO LOCAL LAW 1 OF 2019 AMENDING ARTICLE IV, SECTIONS 22-20 COMPOSITION AND 22-21 TERMS OF OFFICE OF THE CITY CODE OF THE CITY OF KINGSTON

Sponsored By: Laws & Rules Committee: Alderman: Ventura Morell, O'Reilly, Scott-Childress, Tallerman, Worthington

WHEREAS, presently Section 22-20 Composition of the Heritage Area Commission consists of eleven members appointed by the Mayor, with there only being seven appointed members at the present time; and

WHEREAS, Section 22-21 Terms of Office needs to be revised to reflect a term of office to be for three (3) years; and

WHEREAS, said revisions to the Heritage Area Commission Sections 22-20 and 22-21 are in the best interests of said Commission in order to meet the quorum requirement.

NOW THEREFORE, BE IT ENACTED AS FOLLOWS:

SECTION 1. That the Common Council authorizes amending Local Law 1 of 2019, amending Sections 22-20 and 22-21 of Article IV of the City Code as follows:

Section 22-20 Composition:

Said commission shall consist of seven (7) membgers, with two (2) alternatives apointed by the Mayor. All lay members of the Commission shall be citizens and actual residents of the City of Kingston.

Section 22-21 Terms of Office

The terms of the members of the Commission shall be three (3) years. The Mayor may appoint up to six (6) non-voting advisory members as warranted, who serve at the pleasure of the Mayor, in addition to the City Historian who will be a non-voting advisory member in perpetuity. All members of the Commission shall serve without pay.

SECTION 2. If any provisions of this local law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the local law shall remain in effect.

SECTION 3. This local law shall take effect upon filing with the Secretary of State.

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

☆ 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)~~11~~ 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~~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

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: Suzanne Cahill

Motion by RS-C

Seconded by RW

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman		
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: ____

RESOLUTION 123 OF 2020

RESOLUTION OF THE COMMON COUNCIL, OF THE CITY OF KINGSTON, NEW YORK, TO ADOPT THE KINGSTON OPEN SPACE PLAN AS ADDENDUM TO THE CITY OF KINGSTON COMPREHENSIVE PLAN

Sponsored By: Sponsored by: Public Laws & Rules Committee: Aldermen Ventura Morell, O'Reilly, Schott-Childress, Tallerman, Worthington

WHEREAS, the City of Kingston obtained a 2016 Hudson River Estuary Grant from the New York State Department of Environmental Conservation in the amount of $24,500 for City of Kingston to create an Open Space Plan in accordance with the dictates of the grant agreement; and

Whereas, the City of Kingston issued a Request for Proposals for a consultant to produce the Open Space Plan for the City of Kingston; and

Whereas, the City of Kingston contracted with Behan Planning and Design for the sum of $21,000 for services to produce an agreed upon set of deliverables pursuant to this grant; and

Whereas, the City of Kingston's work builds on the 2018 Natural Resource Inventory and Open Space Index (completed by John Mickelson); and

Whereas, the City of Kingston Open Space Plan creates a Vision for Open Space in Kingston, and addresses Priorities for Protection; The Hudson River, Shoreline and Uplands; The Rondout Creek Corridor, Shoreline and Uplands; The Esopus Creek Corridor and Lowlands; Neighborhood Parks and Open Spaces; Urban Agriculture; Kingston's Urban Forest; Open Space for Storm water Management; City-wide Trail Systems; and sets Conservation Targets for each focus area; and

Whereas, the City of Kingston Open Space Plan builds on the Kingston 2025 Comprehensive Plan and the Ulster County Open Space Plan; and

Whereas, the Kingston Common Council passed Resolutions 192 of 2019 Undertaking a Coordinated SEQRA Review and Determining a Type 1 Action; Resolution 36 of 2020 Declaring the Common Council Lead Agency, Resolution 103 of 2020 Acknowledging the Receipt of the Full EAF for the Open Space Plan, and Resolution 117 of 2020 Establishing a Negative Declaration of Significance; and

Therefore, the Common Council of the City of Kingston desires to adopt the Open Space Plan dated June 2019, as addendum to the City of Kingston Comprehensive Plan.

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

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

(139)

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT: _____ DATE: 7-15-20

Description: Resolution to adopt the Kingston Open Space Plan as an addendum to the City of Kingston Comprehensive Plan as per attached.

Signature: _____

Motion by RSC

Seconded by RW

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman	✓	
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: ____

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

Julie L. Noble

Sustainability Coordinator

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

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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

Julie L. Noble

Sustainability Coordinator

CITY OF KINGSTON, NEW YORK
ZONING BOARD OF APPEALS
FINDINGS OF FACT

APPLICANT NAME:
MEETING DATE: June 11, 2020 Re: Open Space Plan SEQR
PROPERTY ADDRESS:
ZONE:
WARD:
PLACE: CITY HALL, BROADWAY KINGSTON, NEW YORK

Motion to consent to Common Council as Lead Agency, No objections to Negative Declaration, Waives further notice of additional comments.

ZBA DECISION: Approved
MOTION BY: Anthony Argulewicz
SECOND BY: Mary Neubauer

SEQR DECISION: _____
MOTION BY: _____
SECOND BY: _____

OTHER APPROVALS: Historic Landmarks____ UC Planning Board____

MEMBERS ABSENT/PRESENT	SIGNATURE	YES	NO	ABSTAIN
Anthony Argulewicz __/✓ Chairman	Anthony Argulewicz	X		
Joe Fitzgerald __/__				
Brian Cafferty __/✓		X		
John Bonavita-Goldman __/__				
Mary Neubauer __/✓		X		
Ari Goldstein __/✓ Alternate		X		
~~Owen Harvey~~ __/__ ~~Alternate~~				
TOTALS		4	0	

Resolution to adopt Kingston Open Space Plan as addendum to City of Kingston Comprehensive Plan

Whereas, the City of Kingston obtained a 2016 Hudson River Estuary Grant from the New York State Department of Environmental Conservation in the amount of $24,500 for City of Kingston to create an Open Space Plan in accordance with the dictates of the grant agreement; and

Whereas, the City of Kingston issued a Request for Proposals for a consultant to produce the Open Space Plan for the City of Kingston; and

Whereas, the City of Kingston contracted with Behan Planning and Design for the sum of $21,000 for services to produce an agreed upon set of deliverables pursuant to this grant; and

Whereas, the City of Kingston work builds on the 2018 Natural Resource Inventory and Open Space Index (completed by John Mickelson); and

Whereas, the City of Kingston Open Space Plan creates a Vision for Open Space in Kingston, and addresses Priorities for Protection; The Hudson River, Shoreline and Uplands; The Rondout Creek Corridor, Shoreline and Uplands; The Esopus Creek Corridor and Lowlands; Neighborhood Parks and Open Spaces; Urban Agriculture; Kingston's Urban Forest; Open Space for Storm water Management; City-wide Trail Systems; and sets Conservation Targets for each focus area; and

Whereas, the City of Kingston Open Space Plan builds on the Kingston 2025 Comprehensive Plan and the Ulster County Open Space Plan; and

Whereas, the Kingston Common Council passed Resolutions 192 of 2019 Undertaking a Coordinated SEQRA Review and Determining a Type 1 Action; Resolution 36 of 2020 Declaring the Common Council Lead Agency, Resolution 103 of 2020 Acknowledging the Receipt of the Full EAF for the Open Space Plan, and Resolution xxxx of 2020 Establishing a Negative Declaration of Significance; and

Therefore, the Common Council of the City of Kingston desires to adopt the Open Space Plan dated June 2019, as addendum to the City of Kingston Comprehensive Plan.

RESOLUTION 124 OF 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK REQUESTING A TRANSFER IN THE CITY CLERK'S BUDGET TO COVER THE EXPENSE OF A NEW LAPTOP IN THE AMOUNT OF $731.01

Sponsored By: Sponsored by: Finance/Audit Committee: Aldermen Koop, Scott-Childress, Hirsch, Schabot

WHEREAS, the City Clerk has requested a budgetary transfer in the amount of $731.01 to pay the expense of a new laptop for the purpose of municipal IDs

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:

FROM:	A14020.402	Office supplies	$731.01
TO:	A11410.5402	Office Supplies	$731.01

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

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER ____	CONTINGENCY TRANSFER ____	TRANSFER ____
AUTHORIZATION ___	BUDGET MODIFICATION ____	BONDING REQUEST ___
CLAIMS ____	ZONING ____	OTHER ____

DEPARTMENT: _____ DATE: _____

Description: Transfer in Clerk's Budget to purchase a new laptop for the Municipal ID program. Transfer in the amount of $731.01 0 financial impact

From: A14020.402	$731.01
To: A11410.5402	$731.01

Estimated Financial Impact: $ Signature _____

Motion by _____

Seconded by _____

Action Required:

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

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

Committee Vote	YES	NO
Douglas Koop, 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

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

City Clerk & Registrar
City of Kingston

RESOLUTION 125 OF 2020

RESOLUTION OF THE COMMON COUNCIL, OF THE CITY OF KINGSTON, NEW YORK AUTHORIZING A TRANSFER IN THE BUILDING SAFETY & ZONING ENFORCEMENT BUDGET FOR EMERGENCY REPLACEMENT OF THE ROOF TOP AIR CONDITIONING UNIT WITH A WALL MOUNTED HEAT PUMP/AC UNIT FOR THE MAIN OFFICE AREA IN THE AMOUNT OF $2,950.00

Sponsored By: Sponsored by: Finance/Audit Committee: Alderman Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, the Building Safety & Zoning Enforcement Department has requested a budgetary transfer in the amount of $2,950.00 to pay for emergency replacement of the roof top air conditioning unit with a wall mounted heat pump/AC unit for the main office area; 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:

FROM:	Maintenance of Building	A1.3620.14.5442	$2,950.00
TO:	Other Equipment	A1.3620.12.5211	$2,950.00

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

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER X	CONTINGENCY TRANSFER ____	TRANSFER ____
AUTHORIZATION ____	BUDGET MODIFICATION ____	BONDING REQUEST ____
CLAIMS ____	ZONING ____	OTHER ____

DEPARTMENT Building Safety & Zoning Enforcement DATE 6/15/2020

Description: Emergency replacement of roof top air conditioning unit with a wall mounted heat pump/AC unit for main office area.

Transfer:

$2,950.00 from A1362014 5443 to A1362012 5211

Estimated Financial Impact None Signature Stephen Ko

Motion by _____

Seconded by _____

Action Required:

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

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

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

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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

Fin

June 16, 2020

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

Dear Alderperson 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

2020 Budgetary Transfer

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO
A1-3620-14-5442	Maintenance of Building	$ 2,950	A1-3620-12-5211	Other Equipment	$ 2,950
		$ 2,950			**$ 2,950**

RESOLUTION 126 OF 2020

RESOLUTION OF THE COMMON COUNCIL, OF THE CITY OF KINGSTON, NEW YORK REMOVING 11 TRAFFIC SIGNALS AND REPLACING THEM WITH ALL WAY STOP SIGNS AT VARIOUS LOCATIONS

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, traffic signals 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. Amend 390-84 Schedule 1: Traffic Signals, to delete 11 intersections

Listed below, and

SECTION-2. Amend 390-92 Schedule IX: Stop Intersections to ADD 11 intersections listed below as "All Way" Stop

Washington Avenue at Linderman Avenue

Washington Avenue at Pearl Street

Washington Avenue at Main Street

Wall Street at Pearl Street

Fair Street at Pearl Street

Clinton Avenue at St, James Street

Clinton Avenue at Franklin Street

Clinton Avenue at Henry Street

Fair Street at St. James Street

Foxhall Avenue at Grand Street and Shufeldt Street

East Chester Street at Lincoln Street

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

PS166

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,

John M. Schultheis, P.E.
City Engineer

Cc: Steve Noble, Mayor
Ed Norman, Superintendent, Department of Public Works

RESOLUTION 127 OF 2020

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO THE TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK, ADDING TWO HOUR PARKING ON ST. JAMES 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, traffic and 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 13, SCHEDULE 17, SECTION 390-100 "LIMITED TIME PARKING" is hereby amended as follows:

ADD: 2 hour parking (and related signage) in front of 97 St. James Street

SECTION-2. All ordinances and parts thereof, inconsistent herewith are hereby repealed.

SECTION-3. This ordinance shall take effect immediately after passage, approval and publication by law.

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

PS/GG

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,

2A. Motion By Reilly
Second By Hirsch

2B. All other YES
Ronnie NO

2C NO motion

2D

Tinti, Elisa

From: Worthington, Rita
Sent: Tuesday, July 28, 2020 9:56 AM
To: Hirsch. Michele; Tinti, Elisa
Subject: Fw: [EXTERNAL EMAIL] Parking @ 97 Saint James

Andrea and Elisa:

My apologies. I completely forgot to forward the communication!

Below is the email thread requesting 2-hour parking.

Thanks.
Rita

From: Worthington, Rita
Sent: Wednesday, June 24, 2020 9:47 AM
To: Davis, Tony
Cc: Schultheis, John; Julian | Seek North; Gartenstein, Daniel; Shaut, Andrea
Subject: Fw: [EXTERNAL EMAIL] Parking @ 97 Saint James

Hi Tony:

I previously submitted a request for one of my constituents, Julian Lessor who is cc'd on this email, requesting that he be given two parking spaces for his business. I was told that this request would likely need to go through the planning board for approval. Based on that, I'd like to amend the request to ask for 2-hour limit parking for the business between 9 am - 5 pm. Since this was part of my initial submission, I wasn't sure if I had to do a new request.

Hoping this matter can be on the public safety agenda. I have a prior engagement but I will try to attend if you have questions.

Thanks,
Rita

From: Worthington, Rita
Sent: Tuesday, June 23, 2020 12:30 PM
To: Julian | Seek North
Cc: Philippe Trinh
Subject: Re: [EXTERNAL EMAIL] Parking @ 97 Saint James

Julian:

Vehicles would have a 2-hour limit parking, likely between 9:00 am - 5 p.m. (business hours). You could request that the 2-hour parking be specifically for your business. If you need parking just loading/drop off, this may work for you.

Rita

From: Julian | Seek North <julian@seeknorth.com>
Sent: Tuesday, June 23, 2020 9:28 AM
To: Worthington, Rita
Cc: Philippe Trinh
Subject: Re: [EXTERNAL EMAIL] Parking @ 97 Saint James

Good morning Rita,
Sorry for the late reply. Thanks for the update. Could you tell me more about the reserved 2-hour parking? What does that mean?

THANKS!
Julian

On Thu, Jun 18, 2020 at 9:28 AM Worthington, Rita <ward4@kingston-ny.gov> wrote:
Julian:

I've just heard back from our city engineer. He has informed that a request for exclusive business parking is not something that could be done, rather it would possibly be something for the planning board to undertake. However, an alternative could be reserved 2-hour parking which is something the public safety committee would entertain.

Please let me know your thoughts. If you are agreeable to amending your request, I will submit on your behalf.

Thanks.
Rita

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

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JULIAN LESSER

CEO&CO-FOUNDER
SEEKNORTH.COM
e: JULIAN@SEEKNORTH.COM
t: 914.426.2939

RESOLUTION 128 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE A PILOT AGREEMENT WITH THE DEVELOPERS OF THE KINGSTONIAN PROJECT THAT DEVIATES FROM UCIDA UNIFORM TAX EXEMPTION POLICY WITH MINIMUM PILOT TERMS

Sponsored By: Finance and Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, a request has been made to enter into a Pilot Agreement with the developers of the Kingstonian Project that deviates from the UCIDA Uniform Tax Exemption Policy with minimum pilot terms; and

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 authorizes the Mayor to enter into and execute a Pilot Agreement with the developers of the Kingstonian Project that deviates from the UCIDA Uniform Tax Exemption Policy with minimum pilot terms as per the attached addendum named "Kingstonian Pilot Term Sheet.

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 ___	BUDGET MODIFICATION ____	BONDING REQUEST ___
CLAIMS ____	ZONING ____	OTHER _X__

DEPARTMENT: _Assessment__ DATE: _7/28/2020_

Description:

Adoption of a resolution in support of the Ulster County Industrial Development Agency entering into agreement with the developers of the "Kingstonian Project" for a Payment in Lieu of Tax agreement that deviates from UCIDA Uniform Tax Exemption Policy with minimum PILOT terms as attached in addendum named "Kingstonian PILOT Term Sheet".

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: _____

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

Kingstonian PILOT Term Sheet

1. Project answered City of Kingston 2016 RFQ to provide a substantial increase in parking with an associated transformative project, at no tax cost to City of Kingston tax payers.

2. Project will construct 420 car parking structure, at a cost of approximately $17 million, of which approximately 277 spaces will be available to public for paid hourly, or monthly use. Further Project will pay all operation and maintenance costs related to parking structure for life of the project at a cost of approximately $268,000 annually.

3. Project will construct, maintain, and operate a public space known as the Pedestrian Plaza, which will be free and open to the public the same hours as other City parks.

4. At the request of the business community, the Project will include unisex bathrooms constructed, operated and maintained at the expense of the developer ($125,000 to construct and $20,000/year over the life of the PILOT -- $500,000 – to operate and maintain.)

5. Per the City of Kingston 2016 RFQ request, the Project will construct, maintain, and operate approximately 129 market rate apartments, *14 affordable rental units, 32 hotel rooms, and 8,000 SF of commercial space. (*for the life of the project, affordability standard verified by City of Kingston)

6. Project commits to at least a $15 living wage for all employees associated with the operation of the apartments, hotel and garage.

7. Project will make an annual PILOT payment of $40,000 per year increasing 3% annually for the life of the PILOT.

8. PILOT agreement to run concurrent with the financing term for the parking garage, which is 25 years, with no new PILOT sought after its termination.

9. Project will contribute $5,000 annually over a ten-year period, for a total of $50,000, to create a new scholarship fund held The Community Foundation, which will be distributed to a worthy recipient or recipients of the KCSD's choice each year.

10. Project will create and fund two paid internships at a cost to the developer of $10,000 each per year for the life of the PILOT (a $500,000 value) to help mentor KCSD high school students in both hospitality and real estate careers.

11. It is possible that the Project will be more or less successful than the current financial projections. In the event that the project is more profitable than projected, the Project will share 5% of the additional profit with the taxing jurisdictions at a rate proportional to the current tax rate. The calculation would be based on the increase in Net Operating Income above the first year of stabilized operation plus a CPI-W adjustment **. Remember NOI does not include any mortgage payments, which are the largest cost to the project. The formula would be:

    Additional PILOT Payment = 5% * (Current Year NOI – (Base Year NOI ** CPI-W Adjustment))

    Example if $100,000 more profit than base year and base year NOI was $1,000,000; assuming CPI-W of +2%:

    = 5% * (1,100,000 – (1,000,000 **1.02))
    = $4,000

    **(Current year's July 12-Month % Change of the U.S. city average, all items, not seasonally adjusted , CPI-W)

12. A 50% reduction in monthly parking fees for residents of the 14 Affordable units.

RESOLUTION 128 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING THE DEVIATION BY THE ULSTER COUNTY INDUSTRIAL DEVELOPMENT AGENCY RELATING TO THE TERMS AND CONDITIONS OF A CERTAIN PILOT AGREEMENT TO BE ENTERED INTO BETWEEN ULSTER COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND THE DEVELOPERS OF THE KINGSTONIAN PROJECT

Sponsored By: Finance and Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 787 of the 1976 Laws of New York , as amended, constituting Section 923 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the County Legislature of Ulster County has heretofore appointed the Chairman and members of Ulster County Industrial Development Agency (the "Agency") and has duly caused to be filed in the office of the Secretary of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more projects (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligations to purchase; and

WHEREAS, the Kingstonian Project submitted an application (the "Application") to the Agency a copy of which application is on file at the office of the Agency, which Application requested that the Agency consider undertaking a project (the "Project") in the Stockade District, in the City of Kingston, Ulster County, New York; and

WHEREAS, in connection with the undertaking of the Project, the Developers will execute and deliver a certain payment in lieu of tax agreement (the "Pilot Agreement") by and between the Agency and the Developers pursuant to which the Developers will agree to pay certain payments in lieu of taxes with respect to the Project; and

WHEREAS, the proposed payment terms of the Pilot Agreement constitute a deviation from the Agency's Uniform Tax Exemption Policy (the "Policy"); and

WHEREAS, under the Policy, prior to entering to a Pilot Agreement that deviates from the Policy's standard payment terms, the Agency shall (1) notify each affected tax jurisdiction, and (2) attempt to obtain the written consent of all the affected tax jurisdictions; and

WHEREAS, the Agency desires that the City of Kingston, through its Common Council, as one of the affected tax jurisdictions with respect to the Project, adopt a resolution indicating whether the Common Council agrees to the terms of the proposed Pilot 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, for the purpose of satisfying the requirements contained in the Agency's Policy, (1) acknowledges notification of the proposed deviation from the Agency's Policy, (2) waives any formal notice from the Agency of the proposed deviation from the Agency's Policy, and (3) approves the payment terms and other conditions to be contained in the Pilot Agreement, as substantially described in Schedule A attached.

SECTION 2. That the Mayor of the City of Kingston hereby supports, on behalf of the City, the Pilot Agreement and the terms described in Schedule A attached

SECTION 3 . 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

CITY OF KINGSTON
Office of the Mayor
mayor@kingston-ny.gov

Steven T. Noble
Mayor

July 17th, 2020

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

Re: Request for Finance Meeting

Dear President Shaut,

I would like to respectfully request a Special Finance Meeting be held at the Council's earliest convenience. The purpose of this meeting will be to consider the Pilot Term Sheet for the Kingstonian Project. This project is a transformative project for Kingston and in particular for the Stockade District. As a priority DRI Project, this concept also received ample public comments and has also been improved through the in-depth consideration of the Kingston Planning Board. I am also particularly excited about the addition of 14 affordable housing units that have since been added to the project. I believe the benefits the City of Kingston will receive from this project are critical to our City's long term economic viability. The Pilot Term Sheet is attached to this communication for your reference.

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

Sincerely,

Steven T. Noble
Mayor

Cc: Dan Baker

Tinti, Elisa

From: Brad Jordan <brad@herzogs.com>
Sent: Monday, August 03, 2020 5:00 PM
To: Shaut, Andrea; Morell, Jeffrey; Koop, Douglas; Scott-Childress, Reynolds; Worthington, Rita; Tallerman, Donald; Davis, Tony; O'Reilly, Patrick; Schabot, Steven; Hirsch. Michele; Tinti, Elisa
Cc: Noble, Steve; Baker, Daniel; Joe Bonura Jr; Daniel Ahouse
Subject: [EXTERNAL EMAIL] Kingstonian PILOT Proposal Amendment

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Aldermen and Alderwomen,

Thank you for taking the time to meet with us over the last several weeks both in individual meetings as well as in the Finance Committee to discuss the Kingstonian project. We greatly appreciated the opportunity to share with you the financial details of the project and to hear your questions and concerns. From the very beginning, we sought to build the BEST project for Kingston's residents and businesses. The constructive feedback we received from all of you, including Alderwoman Michelle Hirsch and Alderwoman Rita Worthington, as well as from Mayor Noble and Dan Baker, has enabled us to focus our energies on finding new ways to maximize the value of the project for the community.

In that regard, we are pleased to inform you that we have agreed to make the following changes to the proposed PILOT currently under consideration:

1) Property taxes in Year 1 will be $40,000 (instead of $28,488) and will increase annually by 3%,
2) Shared NOI returns above projections between City/School/County will be 5% instead of 3%,
3) The 14 Affordable units will remain Affordable throughout the life of the Project rather than the life of the PILOT, and
4) A 50% reduction in monthly parking fees for residents of the Affordable units.

It continues to be our goal to address as many concerns as possible and to provide our community with as many benefits as this project can afford. We hope you see this as another example of this commitment, and we thank the entire Council for their continued efforts in this regard.

Sincerely,

Brad & Joe

--
Bradley W. Jordan
President
Herzog Supply Co., Inc.
P.O. Box 3328
Kingston, NY 12402
845-338-6300

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Kingstonian PILOT Term Sheet

1. Project answered City of Kingston 2016 RFQ to provide a substantial increase in parking with an associated transformative project, at no tax cost to City of Kingston tax payers.

2. Project will construct 420 car parking structure, at a cost of approximately $17 million, of which approximately 277 spaces will be available to public for paid hourly, or monthly use. Further Project will pay all operation and maintenance costs related to parking structure for life of the project at a cost of approximately $268,000 annually.

3. Project will construct, maintain, and operate a public space known as the Pedestrian Plaza, which will be free and open to the public the same hours as other City parks.

4. At the request of the business community, the Project will include unisex bathrooms constructed, operated and maintained at the expense of the developer ($125,000 to construct and $20,000/year over the life of the PILOT -- $500,000 – to operate and maintain.)

5. Per the City of Kingston 2016 RFQ request, the Project will construct, maintain, and operate approximately 129 market rate apartments, *14 affordable rental units, 32 hotel rooms, and 8,000 SF of commercial space. (*for the life of the project, affordability standard verified by City of Kingston)

6. Project commits to at least a $15 living wage for all employees associated with the operation of the apartments, hotel and garage.

7. Project will ~~pay all current property taxes plus 3% annual increase for length of PILOT ($1,077,408 over 25 years).~~ make an annual PILOT payment of $40,000 per year increasing 3% annually for the life of the project.

8. PILOT agreement to run concurrent with the financing term for the parking garage, which is 25 years, with no new PILOT sought after its termination.

9. Project will contribute $5,000 annually over a ten-year period, for a total of $50,000, to create a new scholarship fund held The Community Foundation, which will be distributed to a worthy recipient or recipients of the KCSD's choice each year.

10. Project will create and fund two paid internships at a cost to the developer of $10,000 each per year for the life of the PILOT (a $500,000 value) to help mentor KCSD high school students in both hospitality and real estate careers.

11. It is possible that the Project will be more or less successful than the current financial projections. In the event that the project is more profitable than projected, the Project will share ~~3%~~ 5% of the additional profit with the taxing jurisdictions at a rate proportional to the current tax rate. The calculation would be based on the increase in Net Operating Income above the first year of stabilized operation plus a CPI-W adjustment **. Remember NOI does not include any mortgage payments, which are the largest cost to the project. The formula would be:

    Additional PILOT Payment = ~~3%~~ 5% * (Current Year NOI – (Base Year NOI ** CPI-W Adjustment))

    Example if $100,000 more profit than base year and base year NOI was $1,000,000; assuming CPI-W of +2%:

    = ~~3%~~ 5% * (1,100,000 – (1,000,000 **1.02))
    = ~~$2,400~~ $4,000

    **(Current year's July 12-Month % Change of the U.S. city average, all items, not seasonally adjusted , CPI-W)

12. A 50% reduction in monthly parking fees for residents of the 14 Affordable units.

Kingstonian PILOT Term Sheet

1. Project answered City of Kingston 2016 RFQ to provide a substantial increase in parking with an associated transformative project, at no tax cost to City of Kingston tax payers.

2. Project will construct 420 car parking structure, at a cost of approximately $17 million, of which approximately 277 spaces will be available to public for paid hourly, or monthly use. Further Project will pay all operation and maintenance costs related to parking structure for life of the project at a cost of approximately $268,000 annually.

3. Project will construct, maintain, and operate a public space known as the Pedestrian Plaza, which will be free and open to the public the same hours as other City parks.

4. At the request of the business community, the Project will include unisex bathrooms constructed, operated and maintained at the expense of the developer ($125,000 to construct and $20,000/year over the life of the PILOT -- $500,000 – to operate and maintain.)

5. Per the City of Kingston 2016 RFQ request, the Project will construct, maintain, and operate approximately 129 market rate apartments, *14 affordable rental units, 32 hotel rooms, and 8,000 SF of commercial space. (*for the life of the project, affordability standard verified by City of Kingston)

6. Project commits to at least a $15 living wage for all employees associated with the operation of the apartments, hotel and garage.

7. Project will make an annual PILOT payment of $40,000 per year increasing 3% annually for the life of the PILOT.

8. PILOT agreement to run concurrent with the financing term for the parking garage, which is 25 years, with no new PILOT sought after its termination.

9. Project will contribute $5,000 annually over a ten-year period, for a total of $50,000, to create a new scholarship fund held The Community Foundation, which will be distributed to a worthy recipient or recipients of the KCSD's choice each year.

10. Project will create and fund two paid internships at a cost to the developer of $10,000 each per year for the life of the PILOT (a $500,000 value) to help mentor KCSD high school students in both hospitality and real estate careers.

11. It is possible that the Project will be more or less successful than the current financial projections. In the event that the project is more profitable than projected, the Project will share 5% of the additional profit with the taxing jurisdictions at a rate proportional to the current tax rate. The calculation would be based on the increase in Net Operating Income above the first year of stabilized operation plus a CPI-W adjustment **. Remember NOI does not include any mortgage payments, which are the largest cost to the project. The formula would be:

    Additional PILOT Payment = 5% * (Current Year NOI – (Base Year NOI ** CPI-W Adjustment))

    Example if $100,000 more profit than base year and base year NOI was $1,000,000; assuming CPI-W of +2%:

    = 5% * (1,100,000 – (1,000,000 **1.02))
    = $4,000

    **(Current year's July 12-Month % Change of the U.S. city average, all items, not seasonally adjusted , CPI-W)

12. A 50% reduction in monthly parking fees for residents of the 14 Affordable units.

RESOLUTION 129 of 2020

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE NYS DOT MASS TRANSPORTATION CAPITAL PROJECT AGREEMENT #K007402 AND ALL APPLICABLE SCHEDULES

Sponsored By: Finance and Audit Committee: Alderman: Koop, Scott-Childress, Davis, Hirsch, Schabot

WHEREAS, a request has been made to authorize the Mayor to execute the NYS DOT Mass Transportation Capital Project Agreement #K007402 and all applicable schedules; and

WHEREAS, this agreement will allow the City to receive its final $83,125.00 reimbursement for the New York State share of Citibus expenditures incurred prior to the discontinuance of transit services.

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 execute the NYS DOT Mass Transporation Capital Project Agreement #K007404 and all applicable schedules.

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

129

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 Mayor DATE 6/10/2020

Description: 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.

Estimated Financial Impact +$83,125 Signature _____

Motion by _____

Seconded by _____

Action Required:

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

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: ____

CITY OF KINGSTON
Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor

Fin

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:

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: _____ Title: _____ Print Name: _____ Date:	By: _____ For Commissioner of Transportation 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:

APPROVED AS TO FORM:	APPROVED:
State of New York Attorney General By: _____ Date: _____	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.

(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.

October 2019

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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, licenser, 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 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

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 potiential subcontactor 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) **Incorportation 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, certifies 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 with 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 compete 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 contact 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 or 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 4704.1other 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-21and 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

Kingston Common Council Agenda Item Report

Meeting Date: August 4, 2020
Submitted by: Elisa Tinti
Submitting Department: Corporation Counsel
Item Type: Informational Purposes
Agenda Section:

Subject:
Local Law 2 of 2020

Suggested Action:

Attachments:
20200803105329.pdf

LOCAL LAW 2 OF 2020 OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING AN AMENDMENT TO LOCAL LAW 1 OF 2019 AMENDING ARTICLE IV, SECTIONS 22-20 COMPOSITION AND 22-21 TERMS OF OFFICE OF THE CITY CODE OF THE CITY OF KINGSTON

Sponsored By: Laws & Rules Committee: Alderman: Ventura Morell, O'Reilly, Scott-Childress, Tallerman, Worthington

WHEREAS, presently Section 22-20 Composition of the Heritage Area Commission consists of eleven members appointed by the Mayor, with there only being seven appointed members at the present time; and

WHEREAS, Section 22-21 Terms of Office needs to be revised to reflect a term of office to be for three (3) years; and

WHEREAS, said revisions to the Heritage Area Commission Sections 22-20 and 22-21 are in the best interests of said Commission in order to meet the quorum requirement.

NOW THEREFORE, BE IT ENACTED AS FOLLOWS:

SECTION 1. That the Common Council authorizes amending Local Law 1 of 2019, amending Sections 22-20 and 22-21 of Article IV of the City Code as follows:

Section 22-20 Composition:

Said commission shall consist of seven (7) membgers, with two (2) alternatives apointed by the Mayor. All lay members of the Commission shall be citizens and actual residents of the City of Kingston.

Section 22-21 Terms of Office

The terms of the members of the Commission shall be three (3) years. The Mayor may appoint up to six (6) non-voting advisory members as warranted, who serve at the pleasure of the Mayor, in addition to the City Historian who will be a non-voting advisory member in perpetuity. All members of the Commission shall serve without pay.

SECTION 2. If any provisions of this local law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the local law shall remain in effect.

SECTION 3. This local law shall take effect upon filing with the Secretary of State.

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

★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)~~11~~ 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~~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.

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: Suzanne Cahill

Motion by RS-C

Seconded by RW

Action Required:

Committee Vote	YES	NO
Jeffrey Ventura Morell, Chairman		
Patrick O'Reilly Ward 7		
Rennie Scott-Childress, Ward 3		
Don Tallerman, Ward 5		
Rita Worthington, Ward 4		

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: ____