



City of Kingston Common Council Caucus
Meeting Agenda
Monday, October 1, 2018

CONFERENCE ROOM 1, CITY HALL, 420 BROADWAY, KINGSTON, NY

DISCUSSION OF PROPOSED LEGISLATION

October 2018 Proposed Legislation

[October 2018 Legislation.pdf](#)

First Reading Proposed Local Law Amending Chapter 172.5 - Building Permits of the Code of the City of Kingston

[20180928160209.pdf](#)

First Reading of Proposed Local Law Adopting Section 172 of the Code of the City of Kingston as an Ordinance

[20180928160241.pdf](#)

RESOLUTION 172 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE
TRANSFER OF SURPLUS PROPERTIES TO THE KINGSTON CITY LAND BANK FOR REHABILITATION,
REDEVELOPMENT AND DISPOSITION AND RECOMMENDING A NEGATIVE DECLARATION OF
ENVIRONMENTAL SIGNIFICANCE

Sponsored By: Finance & Economic Development Committee
Aldermen: Koop, Scott-Childress, Davis, O'Reilly, Schabot

WHEREAS, the New York State Land Bank Program, signed into law in July 2011, permits municipalities to apply for and create land banks in their communities; and

WHEREAS, the City of Kingston began working toward establishment of a Land Bank in 2015; and

WHEREAS, the City of Kingston Land Bank was approved by the Empire State Development Board on March 29, 2018; and

WHEREAS, Land banks are not-for-profit corporations created to take control of, and redevelop, vacant or abandoned properties to better serve the public interest.

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

SECTION 1. That ownership of the attached list of surplus properties shall be transferred to the Kingston City Land Bank for rehabilitation/redevelopment and disposition

SECTION 2. That the Mayor is hereby authorized to sign any and all documents, including a quitclaim deed, conveying all of the City of Kingston's interest in the properties to the Kingston City Land Bank

SECTION 3. That a negative declaration of environmental significance is recommended.

SECTION 4. This resolution shall take effect immediately.

Submitted to the Mayor this _____

day of _____ 2018.

CARLY WINNIE, CITY CLERK

Approved by the Mayor this _____

day of _____ 2018.

STEVEN T. NOBLE, MAYOR

Approved by Council October 2, 2018

<u>Street #</u>	<u>Street</u>	<u>Sec/Blk/Lot</u>	<u>Balance as of Mar 31, 2018</u>	<u>Prop. Type</u>
28	Abbey	48.82-4-37	\$22,019.83	2 Fam Res
38	Chapel	56.49-4-5	\$48,972.29	1 Fam Res
111	Downs	48.333-4-15	\$15,781.85	2 Fam Res
237	East Union	56.36-3-12	\$24,609.32	1 Fam Res
168	Fairview	48.312-5-10	\$35,514.97	1 Fam Res
63	German	56.42-14-17	\$10,711.39	1 Fam Res
69	Gill	56.36-3-3	\$18,265.54	1 Fam Res
149	Greenkill	56.108-5-27	\$23,709.67	1 Fam Res
24	Hamilton	56.57-1-14	\$15,001.12	1 Fam Res
174	Hasbrouck	56.35-5-9	\$23,695.48	1 Fam Res
169	Hurley	48.70-1-22	\$41,157.98	1 Fam Res
248	Main	56.106-1-21	\$46,702.57	1 Fam Res
177	Murray	56.35-8-12	\$13,383.12	1 Fam Res
46	North	56.36-1-32	\$14,423.14	1 Fam Res
50	North	56.36-1-33	\$24,646.50	1 Fam Res
38	Post	56.43-4-38-130	\$22,315.17	Other Storage
	Rodney	56.49-4-10-110	\$17,606.69	1 Fam Res
29	Rogers	56.35-1-11	\$21,394.84	1 Fam Res
20	Stephan	48.82-3-32	\$27,626.20	1 Fam Res
64	Van Buren	56.109-1-4	\$16,722.66	1 Fam Res
	Catskill Terrace	48.82-7-35	\$1,122.17	Vacant Res
68-70	Elm	56.27-6-36	\$3,540.09	Vacant Res
72-76	Elm	56.27-6-37	\$3,552.33	Vacant Res
Head of	Elm	56.27-6-41	\$5,662.21	Vacant Res
514-520	First	48.16-5-11	\$8,801.17	Vacant Res
522-528	First	48.16-5-10	\$10,952.48	Vacant Res
72	Garden	56.26-7-52	\$64,772.34	Vacant Com
240-256R	Hurley	48.78-1-4	\$20,164.97	Vacant Res
197-225	North	48.84-1-2	\$142,814.19	Vacant Com
73-75	Prospect	56.108-4-20.200	\$14,749.48	Vacant Res
2 to 20	Purvis	56.57-1-4	\$545.51	Vacant Res
151	Third	48.83-7-35	\$16,388.97	Vacant Res
488	Hasbrouck	56.26-8-46	\$69,913.42	1 Fam Res
46	Grand	56.26-8-47	\$118,480.73	Bar
52	Grand	56.26-8-48	\$70,386.99	1 Fam Res
250-256R	Third	48.83-6-10	\$12,113.83	Vacant Res
			<u>\$1,048,221.21</u>	

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT <u>Economic & Community Development</u>	DATE <u>9/18/2018</u>
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Description: Resolution authorizing the transfer of surplus properties to the Kingston City Land Bank for rehabilitation/redevelopment and disposition. no attached

Estimated Financial Impact +\$1,048,221.21 Signature Bruno A. Koop

Motion by POR

Seconded by AD

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
<u>DA Koop</u> Douglas Koop, Chairman	✓	
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	✓	
<u>Anthony Davis</u> Anthony Davis, Ward 6	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	✓	
<u>Steven Schabot</u> Steven Schabot, Ward 8		

RESOLUTION #173 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM COMMUNITY FOUNDATIONS OF THE
HUDSON VALLEY AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS AND EXPEND
FUNDS IN THE FIRST INSTANCE

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

WHEREAS, the Mayor has requested authorization to accept and expend grant funds in the total amount of \$401,015 from Community Foundations of the Hudson Valley, on behalf of the City of Kingston; and

WHEREAS, these grant funds are expected to cover the cost of rehabilitation of 124-126 Franklin Street, to be used as offices for the Office of Economic and Community Development and the Kingston City Land Bank; as well as cover a portion of salaries and benefits for the staff of the Kingston City Land Bank.

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

SECTION 1. That the Common Council of the City of Kingston, New York authorizes the Mayor to accept grant funds from Community Foundations of the Hudson Valley, totaling \$401,015. Funds of \$298,650 will be used for the rehabilitation of 124-126 Franklin Street and grant funds of \$102,365 will cover a portion of salaries and benefits for staff of the Kingston City Land Bank.

SECTION 2. The Mayor of the City of Kingston is hereby authorized to expend funds and execute documents associated with grants from the Community Foundation of the Hudson Valley, totaling \$401,015

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day
of _____ 2018

Approved by the Mayor this _____ day
of _____ 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on October 2, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION <u> X </u> CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Economic & Community Development</u> DATE <u>9/18/2018</u> Description: <u>Authorization for the Mayor to accept grant funding, and execute all required grant documents for such funding, from Community Foundations of the Hudson Valley in the amounts of \$298,650.⁰⁰ for the rehabilitation of 124-126 Franklin Street and \$102,365.⁰⁰ to cover a portion of salaries and benefits of staff of the Kingston City Land Bank.</u> <i>and authorize to spend funds in the first instance</i> Estimated Financial Impact <u>+\$401,015.⁰⁰</u> Signature <u><i>Brian Robman</i></u>		

Motion by SS

Seconded by RS-C

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

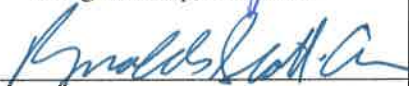
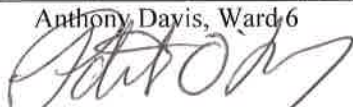
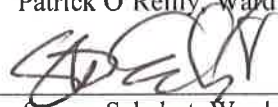
Unlisted Action _____

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 	✓	
Patrick O'Reilly, Ward 7 	✓	
Steven Schabot, Ward 8 		

**Estimate for Renovation of Property for Relocation of Offices
124-126 Franklin Street**

<u>Task</u>	<u>Amount</u>	
Demolition (including rear addition)	\$15,000	
Electric	\$7,000	
Plumbing	\$13,500	
Insulation	\$14,000	
Windows	\$12,000	
Roof	\$8,500	
Siding	\$14,500	
Drywall	\$9,000	
Painting	\$6,500	
Flooring	\$10,500	
Kitchen	\$6,500	
Bathrooms	\$6,000	
Porches/Ramps	\$11,000	
Doors	\$7,500	
Sprinkler	\$4,000	
Cables/Phone	\$4,000	
Driveway/Parking	\$16,000	
Landscaping	\$7,000	
Fencing	\$10,000	
Trim/Mouldings	\$4,000	
Reconstruct Addition at Rear	\$85,000	
10% Contingency	\$27,150	
	\$298,650	Grant to City

October 1 - December 31, 2018

KCLB

EXPENSES

PERSONAL SERVICES

101 Regular Pay	65,000
102 Longevity Pay	0
103 Overtime	1,000

SUBTOTAL : PERSONAL SERVICES 66,000

EQUIPMENT

202 Furniture & Fixtures	1,000
205 Data Processing Equipment	2,575
206 Computer Software	0
211 Other Equipment	0

SUBTOTAL: EQUIPMENT 3,575

CONTRACTED EXPENSES

411 Consultants	15,000
414 Employee Training	1,000
461 Travel	150
462 Dues, Seminars, Assoc. Fees	0
463 Postage, Freight & Express	500
464 Advertising	1,000
472 Contracted Services (legal & audits)	25,000
485 General Materials & Supplies	300

SUBTOTAL : CONTRACTED SERVICES 42,950

CAPITAL OUTLAY

301 Contracted Services	250,000
302 Construction Materials & Supplies	10,000
310 Property Acquisitions	1,048,221.21

SUBTOTAL : CAPITAL OUTLAY 1,308,221.21

EMPLOYEE BENEFITS

811 Social Security	5,050
812 NYS Retirement	11,850
821 Hospital & Medical	19,245
822 Dental Insurance	165
826 Optical Insurance	55

SUBTOTAL : EMPLOYEE BENEFITS 36,365

TOTAL EXPENSES 1,457,111.21

REVENUES

NYS GRANT 0

FED GRANT 0

PRIVATE FOUNDATION GRANT 1,457,115.21

PROCEEDS OF SALES 0

LOAN ADMIN FEES 0

TOTAL REVENUES 1,457,115.21

to City
102,365

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 POLICE DEPARTMENT BUDGET
FOR FUNDING OF THE PEACEFUL GUARDIANS PROJECT

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Davis, Schabot, O'Reilly

WHEREAS, the Mayor, on behalf of the Kingston Police Department has requested a transfer in the amount of \$20,000 to cover the cost of planning and preparation of a January 2019 launch of the Peaceful Guardians program; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the sum of \$20,000 shall be transferred as follows:

FROM:	A13120.5101 Regular Pay	\$20,000.00
TO:	A13120.5472 Contracted Services	\$20,000.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

Financial Impact - \$0

KPD bud mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT Comptroller on behalf of Mayor & KPD DATE 9/18/18

Description: In order to provide funding for the cost of planning & preparation of a January 2019 program launch, respectfully request the following 2018 Budgetary Transfer:

Increase: A1312014.5472 \$20,000 Contracted Services

Decrease: A1312011.5101 \$20,000 Regular Pay

Estimated Financial Impact \$0 Signature [Signature]

Motion by PO'R

Seconded by RS-C

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
<u>D A Koop</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>Anthony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☐	☐

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 POLICE DEPARTMENT BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, a budget modification in the amount of \$100,000.00 has been requested by the Chief of Police, for grant funds received from the US Department of Homeland Security; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the 2018 Police Department budget be modified, as follows:

FROM:	A13120.44330	Revenue – Federal Assistance	\$100,000.00
TO:	A13120.5201	Major Equipment	\$61,500.00
	A13120.5203	Motor Vehicles	<u>\$38,500.00</u>
			\$100,000.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this ____
day of _____ 2018.

Approved by the Mayor this ____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

Financial Impact - \$0

KPD bud mod 2

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 7, 2018

Description: Budget transfer for the 2018 Budget. This is a request for a transfer from our Federal Assistance Revenue Account to our Major Equipment and Motor Vehicle Accounts for grant funds received from the US Department of Homeland Security.

Estimated Financial Impact: \$ 0.00

Signature [Signature]

Motion by SS

Seconded by RS-C

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
<u>[Signature]</u> Douglas Koop, Chairman	☒	☐
<u>[Signature]</u> Reynolds Scott-Childress Ward 3	☒	☐
Anthony Davis, Ward 6	☒	☐
<u>[Signature]</u> Patrick O'Reilly, Ward 7	☒	☐
<u>[Signature]</u> Steven Schabot, Ward 8	☒	☐

2018 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312012		
.201 Major Equipment		\$ 61,500.00
.203 Motor Vehicles		\$ 38,500.00
REVENUE Federal Assistance		
A13120.44330	\$ 100,000.00	
TOTALS	\$ 100,000.00	\$ 100,000.00

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 POLICE DEPARTMENT BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, a budget modification in the amount of \$70,000 has been requested by the Chief of Police, for retirement payouts; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the 2018 Police Department budget be modified, as follows:

FROM:	A13120.5101	General Pay	\$70,000.00
TO:	A13120.5105	Retirement Accumulation	\$70,000.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this ____
day of _____ 2018.

Approved by the Mayor this ____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

Financial Impact - \$0

KPD bud mod 4

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 9, 2018

Description: Budget transfer for the 2018 Budget. This is request for an internal transfer from our General Pay Account to our Retirement Accumulation Account for the retirement pay-outs for Officer Kyle Jennings, Detective Michael Benjamin, Police Clerk Diane Shufeldt, and Officer Steve Fellows.

Estimated Financial Impact: \$ 0.00

Signature _____

Motion by RS-C

Seconded by DAK

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
<u>DAKoop</u> Douglas Koop, Chairman	✓	
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	✓	
<u>Anthony Davis</u> Anthony Davis, Ward 6	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	✓	
<u>Steven Schabot</u> Steven Schabot, Ward 8	✓	

2018 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312011		
.101 General Pay	\$70,000.00	
.105 Retirement Accumulation		\$70,000.00
TOTALS	\$ 70,000.00	\$ 70,000.00

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 POLICE DEPARTMENT BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, a budget modification in the amount of \$21,712.50 has been requested by the Chief of Police; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the 2018 Police Department budget be modified, as follows:

FROM:	A13120.42680	Revenue – Insurance Recovery	\$12,712.50
	A13123.42260	Revenue – Training	<u>\$9,000.00</u>
			\$21,712.50
TO:	A13120.5201	Major Equipment	\$9,000.00
	A13120.5444	Vehicle Maintenance	<u>\$12,712.50</u>
			\$21,712.50

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 7, 2015

Financial Impact - \$0

KPD bud mod 2

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 28, 2018

Description: Budget transfer for the 2018 Budget. This is a request for internal account transfers from our Insurance Recovery and Training Revenue Accounts to our Major Equipment and Vehicle Maintenance Accounts.

Estimated Financial Impact: \$ 0.00

Signature _____



Motion by PO'R

Seconded by SS

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

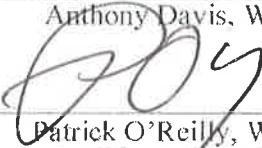
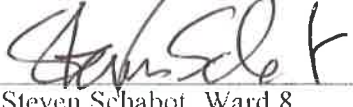
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Douglas Koop, Chairman	☒	☐
 Reynolds Scott-Childress Ward 3	☒	☐
Anthony Davis, Ward 6	☐	☐
 Patrick O'Reilly, Ward 7	☒	☐
 Steven Schabot, Ward 8	☒	☐

2018 Budget Modification

Account #	Transfer of	Out	Transfer Into
A1312012			
.201 Major Equipment			\$ 9,000.00
A1312014			
.444 Vehicle Maintenance			\$ 12,712.50
Revenue - Insurance Recovery A1312022 42680	\$	12,712.50	
Revenue - Training A1312322 42260		\$9,000.00	
TOTALS	\$	21,712.50	\$ 21,712.50

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,
NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE
2018 ARTS AND CULTURAL AFFAIRS BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, a budget modification in the amount of \$1,000 has been requested by the Director of Arts and Cultural Affairs to cover expenses related to travel and training; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the sum of \$1,000.00 be transferred, as follows:

FROM:	A17010.5463	Postage, Freight	\$300.00
	A17010.42705	Revenue – Grants	<u>\$700.00</u>
			\$1,000.00
TO:	A17010.5461	Travel Reimbursement	\$300.00
	A17010.5462	Dues, Seminars	<u>\$700.00</u>
			\$1,000.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

Financial Impact - \$0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Arts & Cultural Affairs DATE 9/18/15

Description: Approve the attached 2018 budgetary transfer to provide funding for training

Estimated Financial Impact \$0 Signature [Signature]

Motion by SS

Seconded by PO'R

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
<u>DA Koop</u> Douglas Koop, Chairman	✓	
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	✓	
<u>Anthony Davis</u> Anthony Davis, Ward 6	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	✓	
<u>Steven Schabot</u> Steven Schabot, Ward 8	✓	

2018 Budgetary Transfer

<u>ACCOUNT</u>		<u>ACCOUNT DESCRIPTION</u>		<u>TRANSFER</u>	
				<u>FROM</u>	<u>TO</u>
A1-7010-14-5463	POSTAGE, FREIGHT	A1-7010-14-5461	TRAVEL REIMBURSEMENT	300	300
A1-7010-22-42705	GRANTS	A1-7010-14-5462	DUES, SEMINARS	700	700
				-	-
				<u>1,000</u>	<u>1,000</u>

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018
PLANNING DEPARTMENT BUDGET

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

WHEREAS, the City Planner has submitted a request for a modification to the 2018 Shade Tree Account; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the sum of \$1,130.00 be transferred, as follows:

FROM:	A18020.5111	Seasonal Pay	\$1,130.00
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TO:	A18020.5411	Consultants	\$1,130.00
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SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

day of _____, 2018.

Approved by the Mayor this _____

day of _____, 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Financial Impact - \$0

Adopted by Council on October 2, 2018

Planning Bud Mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Planning DATE 9/18/18

Description: Request Following 2018 Budgetary Transfer:
Increase A1802014-5411 Consultants \$1,130
Decrease A1802011-5111 Seasonal Pay \$1,130

Estimated Financial Impact \$0 Signature [Signature]

Motion by SS

Seconded by RS-C

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
<u>[Signature]</u> Douglas Koop, Chairman	☒	☐
<u>[Signature]</u> Keynolds Scott-Childress Ward 3	☒	☐
Anthony Davis, Ward 6	☐	☐
<u>[Signature]</u> Patrick O'Reilly, Ward 7	☒	☐
<u>[Signature]</u> Steven Schabot, Ward 8	☐	☐

CITY OF KINGSTON
420 BROADWAY
KINGSTON, NEW YORK 12401



August 15, 2018

Ald. at Large James Noble, President
City of Kingston Common Council
City Hall - 420 Broadway
Kingston, NY 12401

Re: FY 2018 Budget Modification - Planning

Dear Pres. Noble:

This letter is to request a budget modification for transfer of funds within the FY 2018 budget. The money in the amount of \$1,130.00 was originally withdrawn from the Consultants line instead of the Seasonal line. This journal entry transfer is necessary to rectify this input error.

1) <u>DECREASE:</u>		
AI-8020-111	Seasonal	<\$1130.00>
<u>INCREASE</u>	Consultants	\$1130.00
AI 8020-411		

Thank you for your favorable consideration in this matter. Please do not hesitate to contact this office if there are any questions.

Sincerely,

Suzanne Cahill
Planning Director

Cc: Steve T. Noble, Mayor
J. Tuey, Comptroller
Douglas Koop, F & ED

RESOLUTION #180 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 SEWER BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot,

WHEREAS, the City Engineer has requested a transfer in the amount of \$15,000 to fund the immediate design services needed for the Greenkill Avenue Sanitary Sewer Rehabilitation Project; and

WHEREAS, the Finance and Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the sum of \$15,000.00 be transferred, as follows:

FROM:	G11930.5401	Contract Expenses	\$10,000.00
	G11990.5404	Sewer Contingency	<u>\$5,000.00</u>
			\$15,000.00
TO:	G18120.5411	Consultants	\$15,000.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this ____
day of _____ 2018.

Approved by the Mayor this ____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

Financial Impact - \$5,000

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Comptroller on behalf of Engineering DATE 9/18/18

Description: In order to fund immediate design services needed for
Greenkill Ave Sanitary Sewer rehab. litation project, the following
2018 Budgetary Transfer is requested for the Sewer Fund:
From: G11930/14.S401 Contract Exp \$10,000
G11990/14.S404 Contingency \$5,000
To: G1820/14.S411 Consultants \$15,000

Estimated Financial Impact \$5,000 Signature [Signature]

Motion by RS-C

Seconded by SS

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
<u>[Signature]</u> Douglas Koop, Chairman	☒	☐
<u>[Signature]</u> Reynolds Scott-Childress Ward 3	☒	☐
Anthony Davis, Ward 6	☐	☐
<u>[Signature]</u> Patrick O'Reilly, Ward 7	☒	☐
<u>[Signature]</u> Steven Schabot, Ward 8	☒	☐

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



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

Steven T. Noble, Mayor

August 13, 2018

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

RE: 2018 Budget Transfer to address the Greenkill Avenue Sewer Collapse

Dear President Noble:

Friday, August 10, 2018 the Greenkill Avenue Sanitary Sewer between Sterling Street and Prospect Street collapsed. DPW has mobilized and established a traffic detour, and emergency underground utilities mark-out has been requested, and DPW will monitor the sanitary flows and levels in the adjacent manholes so as to identify if/when by-pass pumping may be required.

I have discussed funding issues with Mayor Noble and Comptroller Tuey, and request budget transfers as follows to provide for design services:

- Transfer \$10,000.00 from G1-1930.5401 (Sewer Fund) to G1-8120.5411 (Consultants);
- Transfer \$5,000.00 from G1-1990.5404 (Contingency) to G1-8120.5411 (Consultants).

This funding will provide for consultant services including topographic survey, sewer design and bidding services (see attached engineering proposal by Clark Patterson Lee dated August 13, 2018).

Please refer this item to the Finance Committee for further discussion.

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

Respectfully,

Ralph Swenson
City Engineer

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



August 13, 2018

Mr. Ralph Swenson, P.E.
City of Kingston Engineer
City Hall
420 Broadway
Kingston, New York 12401

RE: CPL Proposal for Greenkill Avenue Sewer Repair Design

Dear Mr. Swenson:

Thank you for the opportunity to submit the following proposal for survey and design services relative to repair of a certain blocked portion of the Greenkill Avenue sewer between Streling and Prospect Streets in the City of Kingston, NY. We propose the following scope and fee breakdown for services:

TASK 1: Topographic Survey:

We propose to perform a partial topographic survey of about 300 linear feet along both sides of Greenkill Avenue Street from the intersection with Streling Street to the intersection of Prospect Street. Our partial topo limits will extend to face the of curb and include underground utility marks determined by DIG SAFE NY. Right Of Way or boundary determinations are not included in this proposal.

TASK 2: Design Services:

As we understand it the Greenkill Avenue sewer system is comprised of a deeper sewer transmission main (+/-30 ft deep) and a shallower sanitary sewer collector system (+/- 15 to 20 feet deep). There is also a combined storm system in the area. The basis for design will include replacement of the collapsed upper sewer collector system between Sterling and Prospect. It is our understanding no other improvements to the sanitary system, storm system or adjacent areas (road way, sidewalks, etc...) will be considered at this time.

TASK 3: Bid Services:

We propose to offer bidding services under this task. Our services will include: Administer an electronic bid package for public bidding; Preparation of an advertisement for bids; Attendance at the pre-bid walk through and bid opening; Review of bids and references; and Recommendation for bid award. We propose to perform these services for a lump sum amount.



Mr. Ralph Swenson, P.E.
August 13, 2018
Page 2 of 2

Fee:

We will perform the above-mentioned scope of services as follows:

Task 1	Survey Services	Lump Sum	\$ 2,000
Task 2	Design Services	Lump Sum	\$12,000
Task 3	Bid Services	Lump Sum	\$ 1,000

Estimated TOTAL CPL Services (Tasks 1 - 3) = \$15,000

It is understood that the responsibilities for the Contractor's operations and the responsibility for providing a safe workplace remain with the Contractor at all times. No verbal orders issued by the Engineer shall be construed as to alleviate the responsibilities of the Contractor included in the contract drawings and specifications.

Please indicate if this proposal in the amount of **\$15,000.00** is acceptable. We are prepared to start work on this immediately. The fees quoted herein are valid for 3 weeks from the date of this proposal. Thank you for the opportunity to continue to provide services to the City of Kingston.

Sincerely,

CLARK PATTERSON LEE

Timothy J. Moot, P.G.
Principal

RESOLUTION #181 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING THE ADOPTION OF A BOND ORDINANCE IN THE SUM OF \$160,000 FOR THE
GREENKILL AVENUE SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE
MAYOR TO EXECUTE RELATED DOCUMENTS

Sponsored By: Finance and Audit Committee
Aldermen: Koop, Scott-Childress, O'Reilly Schabot

WHEREAS, the sanitary sewer on Greenkill Avenue, between Prospect and Sterling Streets,
has failed; and

WHEREAS, the sewer along this length is 15 to 18 feet deep and made of unreinforced
concrete horse-collar pipe construction; and

WHEREAS, there remains an additional length of unimproved sanitary sewer downstream of
Prospect Street to Clinton Avenue of approximately 600 LF at a depth of 18 to 20 feet, for
which the cost of any future failure would be exceedingly high; and

WHEREAS, in consideration of the cost of this type of deep sewer work, and to make the
new sewers more accessible to property owners as well as for City maintenance and repairs,
the City Engineer has recommended extending the sewer replacement beyond the limits of
the current failure to encompass the length of city street from Prospect Street to #17
Greenkill Avenue and provide for the installation of new sewers at significantly less depths.

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

SECTION 1. That the Common Council authorizes the amount of \$160,000.00 to be
provided for engineering costs related to the Greenkill Avenue Sanitary Sewer
Rehabilitation Project

SECTION 2. That the Mayor is authorized to execute any and all related
documents

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day of
_____, 2018

Approved by the Mayor this _____ day of
_____, 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on October 2, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION x _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST x _____
OTHER _____

DEPARTMENT Engineering DATE September 18, 2018
Description: Whereas the unreinforced concrete horse-collar Greenkill Avenue Sanitary Sewer has failed between Prospect Street and Sterling Street, and
Whereas the Sewer along this length is very deep (15 to 18 feet), and
Whereas there remains an addition length of unimproved Sanitary Sewer downstream of Prospect Street to Clinton Avenue of approximately 600 LF at a depth of 18 to 20 feet which cost for future replacement upon failure will be exceedingly high;
Therefore, in order to reduce unit costs for this sewer replacement as well as future sewer replacement between Prospect Street and Clinton Avenue, and to make the new sewers constructed as a result of this project more accessible to property owners connected as well as City crews for maintenance and repairs, I propose to extend the sewer replacement beyond the limits of current failure to encompass the length of city street from Prospect Street to #17 Greenkill Avenue and provide for the installation of the new sewers at depths significantly less.
Resolve to provide for engineering costs in the amount of \$160,000.
Estimated Financial Impact \$160,000 Signature [Signature]

Motion by SS

Seconded by RS-C

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
<u>[Signature]</u> Douglas Koop, Chairman	✓	
<u>[Signature]</u> Reynolds Scott-Childress Ward 3	✓	
Anthony Davis, Ward 6	✓	
<u>[Signature]</u> Patrick O'Reilly, Ward 7	✓	
<u>[Signature]</u> Steven Schabot, Ward 8	✓	

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

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



Steven T. Noble, Mayor

August 31, 2018

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

RE: Greenkill Avenue Sanitary Sewer Replacement

Dear President Noble:

Two weeks ago the Greenkill Avenue Sanitary Sewer failed for a significant length between Sterling Street and Prospect Street. The sewer at this location ranges between 15' to 18' deep, and is of unreinforced concrete horse-collar pipe construction, similar in nature to that replaced on Grand Street and Broadway a couple of years ago, which also suggests that the age of this sewer is over 100 years. The storm sewer is immediately adjacent to and slightly above the sanitary sewer, and would need to be replaced simultaneously. Initial cost estimates project the replacement cost to be on the order of \$500K.

Due to the significant cost associated with this deep sewer work, and in consideration that the sewers immediately upstream are of similar age and can be assumed to be of similar condition, I propose that we extend our scope upstream to #17 Greenkill Avenue, enabling us to reduce the depth of sewer significantly, and in turn, reducing future maintenance costs. The total cost will increase, but not commensurate with the additional length because we will be working at significantly shallower depths (300 LF to 1300 LF), however, we can expect costs to approach \$1.5M.

Attached for your further understanding is a "marked print" identifying the proposed work zone.

The cost for design is expected to be approximately \$160,000.

Please forward to the appropriate Common Council Committee for further discussion and recommendation.

Respectfully Submitted,

Ralph Swenson
City Engineer

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

City of Kingston, NY

Greenkill Avenue Sewer Separation



Preliminary Construction Budget Estimate - Remove, Replace, and Separate Sanitary and Storm Sewers

CPL Project No. 13924.02

Date: August 23, 2018

Item No.	Item Description	Quantity	Unit	Unit Prices (Including O&P)				Line Item Total
				Material	Labor	Equipment	Total	
1	Mobilization/Demobilization	1	LS	\$0.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
2	Maintenance and Protection of Traffic	1	LS	\$2,000.00	\$22,000.00	\$2,000.00	\$26,000.00	\$26,000.00
3	Sawcutting Pavement	250	LF	\$0.50	\$2.25	\$1.00	\$3.75	\$937.50
4	Demolish and Remove Asphalt Pavement	1100	SY	\$0.00	\$8.00	\$3.50	\$11.50	\$12,650.00
5	Demolish and Remove Concrete Curbs	520	LF	\$0.00	\$5.50	\$1.25	\$6.75	\$3,510.00
6	Hauling and Disposal - Pavement and Curb	350	CY	\$0.00	\$9.00	\$4.00	\$13.00	\$4,550.00
7	Remove Existing Manholes	2	EA	\$0.00	\$1,000.00	\$50.00	\$1,050.00	\$2,100.00
8	Bypass Pumping - 4" Pump - 8 hours per day	30	DAY	\$0.00	\$1,200.00	\$800.00	\$1,500.00	\$45,000.00
9	Sanitary Sewer Trench Excavation	2500	CY	\$0.00	\$4.50	\$3.00	\$7.50	\$18,750.00
10	Sanitary Sewer Manholes - 16' Deep Precast	2	EA	\$8,300.00	\$3,100.00	\$600.00	\$12,000.00	\$24,000.00
11	Sanitary Sewer Main - 15" Diameter SDR-35	300	LF	\$14.00	\$12.00	\$1.00	\$27.00	\$8,100.00
12	Sanitary Sewer Main - Miscellaneous Tie-Ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
13	Sanitary Sewer Tees for Laterals	12	EA	\$500.00	\$825.00	\$0.00	\$825.00	\$9,900.00
14	Sanitary Laterals Trench Excavation	500	CY	\$0.00	\$6.00	\$4.00	\$10.00	\$5,000.00
15	Sanitary Laterals - 6" SDR-35	240	LF	\$3.00	\$6.00	\$0.00	\$9.00	\$2,160.00
16	Storm Sewer Manholes - 12' Deep Precast	2	EA	\$6,500.00	\$2,500.00	\$500.00	\$9,500.00	\$19,000.00
17	Storm Sewer Pipe - 24" Diameter HDPE	300	LF	\$18.00	\$11.50	\$1.00	\$30.50	\$9,150.00
18	Storm Sewer - Miscellaneous Tie-Ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
19	Pipe Bedding - 3/4" Crushed Stone	450	CY	\$50.00	\$16.00	\$3.50	\$69.50	\$31,275.00
20	Pipe Bedding - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
21	Pipe Bedding - Compaction	450	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,462.50
22	Excess Material - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
23	Trench Backfill Above Bedding - Excavated Material	2600	CY	\$0.00	\$3.00	\$3.00	\$9.50	\$24,700.00
24	Trench Backfill Above Bedding - Compaction	2600	CY	\$0.00	\$0.75	\$1.25	\$10.50	\$27,300.00
25	Pavement Subbase - 12" Thick	400	CY	\$32.00	\$5.50	\$4.50	\$42.00	\$16,800.00
26	Pavement Subbase - Compaction	400	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,300.00
27	Pavement Subbase - Hauling	400	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,200.00
28	Concrete Curb - 6" x 18"	520	LF	\$10.00	\$9.50	\$1.00	\$20.50	\$10,660.00
29	Asphalt Pavement - Binder Course - 3.5" Thick	1100	SY	\$15.00	\$2.00	\$1.00	\$18.00	\$19,800.00
30	Asphalt Pavement - Top Course - 1.5" Thick	1100	SY	\$7.00	\$1.50	\$0.50	\$9.00	\$9,900.00
31	Asphalt Pavement - Hauling	160	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$1,280.00
32	Asphalt Pavement - Joint Sealing	250	LF	\$3.00	\$1.50	\$0.50	\$5.00	\$1,250.00
33	Topsoil	250	SY	\$9.00	\$2.50	\$0.50	\$12.00	\$3,000.00
34	Seeding	2.5	MSF	\$50.00	\$150.00	\$0.50	\$200.50	\$501.25
Subtotal								\$395,436.25
20% Design Contingency								\$79,087.25
Total								\$474,523.50

City of Kingston, NY

**Greenkill Avenue Sewer Separation
(Prospect to NAPA)**



DRAFT

Preliminary Construction Budget Estimate

Remove, Replace, and Separate Sanitary and Storm Sewers

CPL Project No. 13924.02

Date: August 31, 2018

Item No.	Item Description	Quantity	Unit	Total	Line Item Total
1	Demolition and Removal	1	LS	\$45,000.00	\$45,000.00
2	Workzone Traffic Control	1	LS	\$40,000.00	\$40,000.00
3	Cutting Pavement	1	LS	\$12,000.00	\$12,000.00
4	Special Backfill	1250	CY	\$32.00	\$40,000.00
5	Subbase	750	CY	\$50.00	\$37,500.00
6	Asphalt Binder Course	500	TON	\$150.00	\$75,000.00
7	Asphalt Top Course (by others - City DPW)	0	TON	\$150.00	\$0.00
8	Sanitary Sewer Manhole	7	EA	\$15,000.00	\$105,000.00
9	Manhole Frame and Cover	7	EA	\$1,500.00	\$10,500.00
10	15" PVC Sewer	1300	LF	\$220.00	\$286,000.00
11	6" PVC Lateral Connections (30 @ 30' each)	900	LF	\$230.00	\$207,000.00
12	Sewer Flow Control	1	LS	\$40,000.00	\$40,000.00
13	Storm Sewer Manhole	6	EA	\$10,000.00	\$60,000.00
14	Manhole Frame and Cover	6	EA	\$1,500.00	\$9,000.00
15	Drainage Structures	14	EA	\$3,000.00	\$42,000.00
16	12" HDPE Storm Sewer	300	LF	\$120.00	\$36,000.00
17	24" HDPE Storm Sewer	1300	LF	\$150.00	\$195,000.00
18	Erosion and Sediment Control	1	LS	\$10,000.00	\$10,000.00
19	Excavation of Test Pits	20	EA	\$1,000.00	\$20,000.00
20	Water Service Relocations	10	EA	\$3,300.00	\$33,000.00
21	Pavement Markings (by others - City DPW)	0	LS	\$5,000.00	\$0.00
22	Concrete Curb	300	LF	\$50.00	\$15,000.00
23	Concrete Sidewalks	50	CY	\$500.00	\$25,000.00
24	Topsoil	900	SF	\$10.00	\$9,000.00
25	Seeding	900	SF	\$2.00	\$1,800.00
	Construction Subtotal				\$1,353,800.00
	Escalation	5	%		\$67,690.00
	Design Contingency	10	%		\$135,380.00
	Construction Total				\$1,556,870.00
D1	Sewer TV and Televising	5	DAY	\$3,500.00	\$17,500.00
D2	GPR Utility Survey/Markout	5	DAY	\$2,000.00	\$10,000.00
D4	Topographic Survey	1	LS	\$15,000.00	\$15,000.00
D5	Design (through Bidding)	6	% of construction		\$93,412.20
D6	Construction Administration	TBD - Not Included			\$0.00
D7	Construction Observation	TBD - Not Included			\$0.00
	Design Total				\$135,912.20
	PROJECT TOTAL				\$1,692,800.00

BOND ORDINANCE DATED OCTOBER 2 2018.

AN ORDINANCE AUTHORIZING ENGINEERING AND DESIGN FOR THE GREENKILL AVENUE SANITARY SEWER PROJECT, IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$160,000, AND AUTHORIZING THE ISSUANCE OF \$160,000 BONDS OF SAID CITY TO PAY THE COST THEREOF.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, by the favorable vote of not less than two-thirds of all members of said Council, as follows:

Section 1. Engineering and design for the Greenkill Avenue Sanitary Sewer Project, in and for the City of Kingston, Ulster County, New York, is hereby authorized at a maximum estimated cost of \$160,000.

Section 2. The plan for the financing thereof is by the issuance of \$160,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; provided, however, that the amount of bonds to be issued shall be reduced to the extent of state and federal grants received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Kingston, Ulster County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer of said City. Such notes shall be of such terms, form and contents, and shall be sold in such

manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Comptroller, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Bond Ordinance are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 10. This ordinance, which takes effect immediately, shall be published in summary form in The Daily Freeman, the official newspaper of said City hereby designated for such purpose, together with a notice of the City Clerk in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____
Alderman _____	VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

I, the undersigned Clerk of the City of Kingston, Ulster County, New York, DO HEREBY CERTIFY:

- 1) That a meeting of the Issuer was duly called, held and conducted on the 2nd day of October, 2018.
- 2) That such meeting was a **special** **regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
- 5) That all members of the Common Council of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given **PRIOR** **THERE TO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this
_____ day of October, 2018.

City Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond ordinance, a summary of which is published herewith, has been adopted on October 2 2018, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Kingston, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the ordinance summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Kingston, New York,
_____, 2018.

City Clerk

BOND ORDINANCE DATED OCTOBER 2 2018.

AN ORDINANCE AUTHORIZING ENGINEERING AND DESIGN FOR THE GREENKILL AVENUE SANITARY SEWER PROJECT, IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$160,000, AND AUTHORIZING THE ISSUANCE OF \$160,000 BONDS OF SAID CITY TO PAY THE COST THEREOF.

Specific object or purpose:	Engineering and design for the Greenkill Avenue Sanitary Sewer Project
Maximum Estimated Cost:	\$160,000
Period of probable usefulness:	5 years
Amount of obligations to be issued:	\$160,000 bonds (to be reduced by grants)

Such ordinance pledges the full faith and credit of the City to the payment of the obligations authorized to be issued and delegates to the City Comptroller, the Chief Fiscal Officer, the power to authorize the issuance of and to sell such obligations. Additionally, such ordinance contains the estoppel clause provided for by Section 80.00 of the Local Finance Law and authorizes such ordinance, after taking effect to be published in summary form in the official newspaper, together with a notice of the City Clerk, in substantially the form provided in Section 81.00 of the Local Finance Law.

BOND ORDINANCE

At a regular meeting of the Common Council of the City of Kingston, Ulster County, New York, held at Common Council Chambers, City Hall, 420 Broadway, in said City, on the 2nd day of October, 2018, at _____ o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Alderman _____, who moved its adoption, seconded by Alderman _____, to wit:



Orrick, Herrington & Sutcliffe LLP
51 West 52nd Street
New York, NY 10019-6142

+1 212 506 5000
orrick.com

September 28, 2018

VIA E-MAIL (jtuey@kingston-ny.gov)

Mr. John Tuey
City Comptroller
City of Kingston
City Hall, 420 Broadway
Kingston, New York 12401

Thomas E. Myers

E tmyers@orrick.com
D +1 212 506 5212
F +1 212 506 5151

Re: City of Kingston, Ulster County, New York
Greenkill Avenue Sanitary Sewer Project
\$160,000 Bonds
Orrick File: 42394-2-NEW

Dear John:

In accordance with your recent request, we are enclosing draft proceedings of the Common Council containing a bond ordinance in connection with the above matter.

If the ordinance meets with the approval of the Common Council, please have it adopted by a super majority vote; that is a vote of at least two-thirds of the total voting strength of the Board.

As soon as possible after the adoption of such ordinance, the enclosed summary Legal Notice of Estoppel should be published in full in the official newspaper designated for this purpose.

As soon as available, please furnish us with the following:

1. An **ORIGINALLY** certified copy of the enclosed bond ordinance, showing the vote taken thereon.
2. An **ORIGINAL** printer's affidavit of publication of the summary Legal Notice of estoppel from the official newspaper.

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

TEM/es
Enclosures

cc: Mr. Noah Nadelson

RESOLUTION #183 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING A
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF KINGSTON AND THE CIVIL SERVICE
EMPLOYEES ASSOCIATION (CSEA) FOR THE YEARS 2017, 2018, 2019, 2020

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, the Common Council of the City of Kingston has received a Memorandum of Agreement for a four (4) year collective bargaining agreement between the CSEA Union Local 856 and the City of Kingston; and

WHEREAS, amendments to the current contract have been negotiated between the City of Kingston and the members of the CSEA negotiating unit; and

WHEREAS, both parties have agreed to the following wage increases, to be paid retroactively:

1. Effective January 1, 2017 - Two percent (2%) wage increase
2. Effective January 1, 2018 - Two percent (2%) wage increase plus \$200 added to Step 6
3. Effective January 1, 2019 – Adjustment to the salary schedule as follows:
 - a. Eliminate current Step 1
 - b. Renumber current Steps 2-6 to be Steps 1-5
 - c. Add a new Step 6 at \$1,000 above the new Step 5
4. Effective January 1, 2020 - Two percent (2%) wage increase plus \$200 added to new Step 6

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. That the attached Memorandum of Agreement between the City of Kingston and the CSEA Local 856 for the years 2017, 2018, 2019, 2020, including wage increases, be approved.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018
CSEA

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION X _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Comptroller on behalf of City DATE 9/17/18

Description: Approve the Memorandum of Agreement (MOA) between the City of Kingston & the Civil Service Employees Association, Inc. (CSEA) dated August 23, 2018 covering the period January 1, 2017 to December 31, 2020. Authorize the execution of the new collective bargaining agreement with the CSEA incorporating the changes in the MOA.

Estimated Financial Impact \$1.5 million Signature _____

Motion by RS-C

Seconded by PO'R

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
<u>D. Koop</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>Anthony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☐	☐

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

September 6, 2018

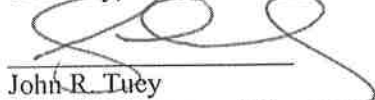
Alderman at Large James Noble
City of Kingston Common Council
Kingston, NY 12401

Dear Alderman at Large Noble,

As you are aware, the City's agreement with the CSEA (Civil Service Employees Association, Inc.) union expired on December 31, 2016. I am pleased to inform you that the City's negotiating team has reached a tentative four year successor agreement with the CSEA that covers the time period of January 1, 2017 through December 31, 2020. This agreement, already ratified by the union, was reached after a series of meetings with CSEA's negotiating committee. We believe that the attached MOA (Memorandum of Agreement) is fair for both parties. I have also attached a copy of the expired CSEA contract so that you may refer to when reviewing the MOA.

I respectfully request that you refer this matter to the next regularly scheduled Finance Committee meeting for review and consideration.

Sincerely,


John R. Tuely
Comptroller, City of Kingston

cc: Mayor Steven T. Noble
William M. Wallens Esq., Roemer Wallens Gold & Mineaux LLP

MEMORANDUM OF AGREEMENT

By and Between

The City of Kingston

and

*Civil Service Employees Association, Inc.,
Local 1000 AFSCME, AFL-CIO,
Kingston City Unit 8951
Ulster County Local #856*

The January 1, 2012 through December 31, 2016 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable.

1. Term of Agreement. January 1, 2017 through December 31, 2020.

2. Wages.

Effective and retroactive to January 1, 2017 – 2.0%.

Effective and retroactive to January 1, 2018 – 2.0% plus \$200 added to Step 6.

Effective January 1, 2019, eliminate Step 1, renumber Steps 2-6 to be 1-5 and add a new Step 6 at \$1,000 above new Step 5.

Effective January 1, 2020 – 2.0% plus \$200 added to new Step 6.

Retroactive payments shall be made to those full-time and part-time employees on the payroll when ratified by the City Council and to those employees who retired from the City subsequent to January 1, 2017 with a pension from the New York State Retirement System.

Seasonal Agreement and Pay Schedule – see attached.

3. Snow and Ice Incentive.

Employees of the Department of Public Works (DPW staff on callout lists for winter storms, drivers, backup drivers, laborers, mechanics, foremen and dispatchers) and Recreation and Parking shall be eligible for a monetary incentive for responding to winter storm callouts between October 1 and April 30 of each year. In order to receive the incentive, an employee must be called five (5) or more times

during the season. If the individual is called and does not answer his/her phone or refuses or fails to respond on two (2) consecutive occasions that employee becomes ineligible for participation in the incentive plan. In order for the employee to be reinstated to eligibility, the employee must respond to two (2) subsequent consecutive callouts. Response payment shall not be added to base.

Employees shall be paid based upon the following response:

75-84%	\$400.00
85-94%	\$500.00
95%+	\$600.00

The Parking Supervisor, who receives on-call pay shall not be eligible for the Snow and Ice Incentive. Responses during a week when an employee is on-call shall not count towards the incentive.

This shall be a PILOT program and sunset on December 31, 2020 unless otherwise agreed.

4. Article III, Section 9, paragraph B.2 - Uniforms - Recreation Department.

ADD provision to provide that uniforms and footwear must be purchased by July 1st of each year.

5. Emergency Closure Policy.

When City Hall closes and/or employees are directed to leave work as a result of a State of Emergency declared by the Mayor, or as a result of an unsafe condition as determined by the Mayor, employees shall be released from work without charge to accruals. Employees who can or must report for work (including essential service employees), shall receive equivalent compensatory time off computed at the straight time rate for such time worked. The maximum amount of compensatory time earned in any 24 consecutive hour period shall be 7 hours for a 35 hour employee and 8 hours for a 40 hour employee. Employees who are directed or required to remain when City Hall closes, shall also be eligible for equivalent compensatory time. Employees, who have notified the City of an absence chargeable to their leave accruals before the emergency has been declared, shall not be allowed to change or withdraw such leave request and thereby achieve a windfall benefit. The Mayor may terminate the emergency declaration at any time when, in his or her sole judgement, the conditions have improved to warrant such determination. Coincident therewith, the excused absence and pay procedures in effect during the declared emergency closing shall cease to be in effect.

6. Article II, Section 3.C, Variance to City Hall Hours and Section 3.C.1, City Hall Regular Hours.

Upon mutual agreement of the employee and the department head, an employee's hours may be flexed. The flexing of hours shall not result in the accrual of

compensatory time and/or overtime on a routine basis. CSEA may revert back to the existing contract language in effect at the time of the change at the expiration of the Agreement upon forty-five (45) days written notice to the City. Any employee working a flex schedule at the time of the rescission will be grandfathered in to the then existing schedule, upon mutual agreement of the employee and the department head.

7. Article VI, Section 1.A., Sick Leave Credit and Eligibility.

Modify to provide as follows:

1. All employees will receive one (1) day sick leave credit for each month worked. Sick leave credits are earned on the last day of each month. New hires will receive their first sick day on the last day of the month in which they have worked the entire month (i.e. an employee starts on May 1st then they would earn their first sick day on May 31st provided they appear on each and every payroll for that month. An employee who starts work on May 8th would earn their first sick day on June 30th provided they appear on each and every payroll for the month of June. They will earn one (1) sick day each and every month thereafter that said employees appear on each and every payroll and has worked at least six (6) days in each payroll period or has been legally absent for time missed in excess of four (4) days during any given payroll period.

5. Correct the typo in the contract and space it correctly.

Article VI, Section 6, Leave Usage.

Modify to ADD provision that effective January 1, 2019, employees of the DPW may use four (4) instances of two (2) hours of sick leave per year. This provision shall sunset December 31, 2020, unless the parties agree to extend.

8. Article VII, Pensions and Health Insurance.

Modify to provide that the City shall offer current employees the NYSHIP Empire Plan or a high deductible plan with the City covering the deductible.

Current employees who enroll in the Empire Plan or MVP Plan (non-high deductible) shall contribute 10% of the premium with the following cap:

	2017	2018	2019	2020
Single	\$1,000.00	\$1,100.00	\$1,250.00	\$1,400.00
Family	\$1,000.00	\$1,100.00	\$1,350.00	\$1,500.00

Current employees who enroll in the high deductible plan shall contribute 10% of the premium with the following cap:

	2018	2019	2020
Single	\$1,000.00	\$1,000.00	\$1,000.00
Family	\$1,000.00	\$1,000.00	\$1,200.00

New hires who enroll in NYSHIP or MVP shall contribute \$750 above the above amounts.

Eliminate Emblem Health Plan altogether.

Paragraph 2C – Modify to provide “Employees must work ten (10) consecutive years for the City as a full-time employee for the employer immediately prior to retirement to be eligible for retiree health insurance. ~~which Retirement shall mean retiring directly into and receiving a pension from the New York State Retirement System, to the eligible for retirement benefits.~~ Employees who are laid off subsequent to the adoption of this Agreement but were hired prior to ratification of the Agreement shall be eligible for retiree health insurance if they have with eight (8) or more years of continuous years of service for the City of Kingston and retire directly into and receive a pension from the New York State Retirement System at the time of the layoff. ~~and who are retirement-eligible and who retire at the time of layoff with the Retirement System would To be eligible for retiree health insurance, but would have to laid off employees must~~ relinquish recall rights. An employee who is on recall/preferred list shall not be considered a break in service for purposes of this provision. Time on the recall/preferred list shall not be considered towards earning the required consecutive years.

9. Article VII, Section 2.C. Hospitalization.

ADD provision to provide that Retirees and Dependents must enroll in a Medicare Advantage Plan upon becoming eligible for Medicare Part B.

10. DELETE provision that provides that retirees who select MVP Gold will receive a \$250 bonus.

11. Article III, Section 8.A.3 – Premium Pay – All Employees.

Any part-time employee who works additional hours beyond their scheduled hours, at each employees' option, shall be paid straight time for additional hours or compensatory time at time and one-half which may be used at a later date. All hours, however, worked in excess of twenty-five (25) hours in a work week shall be paid at time and one-half. Compensatory time shall be subject to any cap on compensatory time as otherwise provided in the Agreement. Any employee who has reached the cap shall be paid at straight time.

12. Article III, Section 9 and Section 11, Uniform and Tool.

ADD provision to provide that employees who separate service before March 1st in any year shall repay any footwear and/or tool allowance received in that year by deduction from their final paycheck.

13. Article XV, Alcohol and Drug Testing Procedure.

Modify Section 9.2 to provide that after two (2) occasions of either a positive test for prohibited drugs or alcohol, the Employer will seek to terminate the employee pursuant to Section 75 of the New York State Civil Service Law.

An employee who is involved in an accident while driving a City vehicle or driving his or her own vehicle, while on duty for the City, may be subject to drug and alcohol testing pursuant to the reasonable suspicion provision in the Drug and Alcohol Testing Policy.

14. Article IV, Section 1, Holidays.

Effective 1/1/19, ADD provision to provide that floating holidays shall be credited on January 1st. If an employee leaves City service prior to the actual holiday, the day shall be deducted from the employee's final paycheck. Floating holidays earned in 2018 must be used by 12/31/19.

15. Employees shall be required to sign City and departmental forms verifying accruals and time once they are determined to be accurate.

16. Any CSEA request for City documents must be made to the Mayor's office in writing.

17. Compensatory Time.

Modify compensatory policy to provide for a maximum accrual of ninety (90) hours (60 extra hours x 1.5 = 90). Such unused compensatory time shall be paid out upon separation of an employee's service.

18. Article II, Section 3 A, Work Year – Work Week – Work Shift – Department of Public Works.

Modify provision to provide that the dispatcher and ordinance inspector shall start their work day one-half hour prior to the regular department.

19. Article III, Section 8 A, paragraph 7, Call-in Pay.

Modify provision to read as follows:

~~For Department of Public Works and Recreation Department~~ all employees, in all departments, there shall be a three (3) hour minimum time pay for employees called out for emergency overtime work paid at applicable the overtime rates. However, the three (3) hour minimum shall not apply to call-in work which is connected to the beginning of the employee's scheduled work shift. For call-in work connected to the beginning of the shift, the employee shall be paid overtime for the actual hours worked.

Call-in pay shall not apply to employees who receive phone calls at home.

20. Article III, Section 8 A, paragraph 8, Bus Mechanic Stand-by Pay.

Modify provision to read as follows:

Mechanics shall be entitled to stand-by pay of \$60 for being on call Thursday through Sunday during the months January through December. Year-round ~~The~~ Supervisor of the mechanics shall be entitled to stand-by pay of \$150.00 for being on call Friday through Thursday and shall be contacted to determine if it is necessary to call in to work a mechanic.

21. Article III, Section 8 B, Weekend Stand-by Crews.

DELETE first two paragraphs that being "In the Department of Recreation" and replace with the following:

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by-crew. For the period December 1 through March 31, the crew shall consist of three (3) full-time employees. The first of the three employees called from the seniority list shall carry the phone. Employees assigned weekend stand-by shall receive a stand-by stipend of sixty dollars (\$60.00), except for the employee who carries the emergency phone shall receive a stand-by stipend of one hundred dollars (\$100.00).

From April 1 through November 30, there shall be one (1) employee assigned to carry the emergency phone on a rotating seniority basis. The employee shall receive a stipend of one hundred dollars (\$100.00).

Employees scheduled to work at Dietz Stadium are excluded from this provision.

Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

22. Article IV, Section 2 B – Add provision 3 as follows:

3. Employees shall be permitted to utilize floating holiday accruals in increments of either one-half day or a full day.

23. Article V, Section 2 C.

Modify provision to provide that, in addition to the current carryover provision, employees who are unable to take a paid vacation may have the Mayor approve vacation carryover, which decision shall not unreasonably be denied. The decision of the Mayor shall not be subject to the grievance procedure.

24. Article VI, Section 1 B, paragraph 3 – Sick Leave Accumulation.

Modify provision to read as follows:

An employee who has accrued at least 100 sick days may, at each employee's choice, convert 5 ~~10~~ vacation days to sick days. An employee who has accrued at least 50 sick days may, at each employee's choice, convert 5 vacation days to sick days.

25. Article VI, Section 1 D, Extended Sick Leave.

Modify provision to read as follows:

In the event of long-term illness/injury exceeding ten (10) days in length, employees shall be permitted to select the type of accruals to utilize first (vacation, sick, personal, etc.)

Only after all regular sick leave, vacation, personal and build up time has been fully utilized, Employees shall receive extended sick leave at the rate of ten (10) days for each year of service after the first (1st) year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half (1/2) day's pay and only for illnesses exceeding ten (10) days in length, and only after said employee has used all his regular sick leave, vacation and/or build-up time.

26. Article VII, Section 3, Dental Plan.

Modify provision to read as follows:

All employees shall be entitled to the Guardian Dental Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees. The plan shall have an annual per person benefit cap of one thousand seven hundred fifty dollars (\$1750.00) effective 1/1/19.

27. Compensatory Time Memorandum – Add as follows:

An employee shall be permitted to utilize compensatory accruals in increments of fifteen (15) minutes. The employee must receive pre-approval for the utilization of compensatory time.

28. Article II, Section 3 – Add/Modify as follows:

A full-time employee may have his or her work schedule changed upon ten (10) working days notice in writing, except in an emergency. This provision shall only apply to Departments that do not have established contractual work hours.

29. Article III, Section 8A - Add Subsection 9 - Parking Enforcement Stand-By Pay:

From November 1 to April 1 of each year, employees assigned to stand-by on a rotational basis shall be paid \$75.00 per week. The Supervisor shall receive a \$150.00 weekly stand-by.

30. Article III, Section 8A - Add Subsection 10 - Treatment Plant Stand-By Pay.

The Senior Operator, Operator, Assistant Operator and Operating Trainee when qualified as determined by the City shall be assigned weekly stand-by on a rotational basis and shall be paid \$150.00 per week.

31. Article III, Section 8A - Add Subsection 11 - Network Support Stand-By Pay.

An employee in network support shall be paid a weekly stand-by of \$250.00 per week, which shall include compensation for receiving and handling emergency phone calls at home.

32. Article III, Section 9 B, Uniforms and Safety Gear.

Add Subsection 5 as follows:

5. Building Safety and Parking

Employees in the Building Safety and Parking Units shall receive the following uniforms:

5 pants; 5 t-shirts; 5 long-sleeved shirts; 2 sweatshirts (employee option for hood, or not); 1 winter coat; rain gear; 5 shorts; and a shoe(s) allowance of \$150.00.

33. Article V, Section 2 C, Selection of Vacation Time.

Modify provision to read as follows:

Seniority shall be the basis for the selection of vacation time. Requests for vacation must be submitted no later than May 15th in each calendar year. Exchange of vacation between and among employees will be allowed provided that such exchange does not conflict with the work schedule. Vacation requests shall be either approved or denied within five (5) working days notice from receipt by the Department Head or designee.

34. Article X, Section 2 - Add/Modify:

Job Abandonment.

A. Any employee absent from work without authorization (no call/no show) for 14 consecutive calendar days shall be deemed to have resigned from his or her position if the employee has not personally contacted his or her Department Head or designee on or before the 15th calendar day following the commencement of such period of unauthorized absence.

B. Within the first seven (7) days of said absence without authorization, the appointing authority City shall send notification to the employee and the CSEA President by certified mail, return receipt requested, that the employee's absence is considered unauthorized and would be deemed to constitute their resignation.

8/22/18

C. Within 15 calendar days commencing from the 15th consecutive day of absence from work without authorization an employee may submit an explanation concerning his or her absence to the ~~appointing authority~~ Mayor's designee. The burden of proof shall be upon the employee to establish that it was not possible for him or her to report to work or notify the appointing authority or designee of the reason for his or her absence. The appointing authority shall issue a short response within 5 calendar days after receipt of such explanation.

D. If the employee is not satisfied with the response, CSEA, upon the employee's request, may appeal the appointing authority's response to the ~~Director of Employee Relations~~ Mayor's designee within 5 calendar days after receipt of the appointing authority's response. The ~~Director of Employee Relations~~ Mayor's designee shall issue a written response within 5 calendar days after receiving such appeal.

E. CSEA may appeal the Director of Employee Relations' determination to Triage for the sole purpose of determining whether or not the employee should have been afforded NYS CSL Section 75 rights.

35. Article X, Section 4 D, Out-of-Title Work Clause.

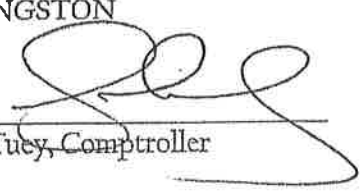
Modify provision to read as follows:

Any employee assigned temporarily to perform duties of a higher classification, in an emergency situation, shall be compensated at a higher rate of pay, for the entire shift, or all hours worked that day if the hours worked exceed the shift. The pay shall be inclusive of all lunches and breaks.

CITY OF KINGSTON

Dated: August 23, 2018

By:


John Tucey, Comptroller

CIVIL SERVICE EMPLOYEES ASSOC., INC.,
LOCAL 1000, AFSCME, AFL-CIO,
KINGSTON CITY UNIT

Dated: August 23, 2018

By:


Francis Fagan, President

Dated: August 23, 2018

By:


Howard Baul, Labor Relations Specialist

8/22/18

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

The changes in salaries represent wage increases from 1/1/05 to 10/1/14 that were to be applied, but the salary table hasn't been updated since 2004 to reflect these contractual wage increases. The increases were as follows:

2005, 2006, 2007, 2008, 2009, 2010 — 3% Wage Increase Each Year. 2011 — 4% and 10/1/2014 — 1.25%.

The table will be updated again for each wage increase moving forward and also to be in compliance with minimum wage in the future.

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

Effective 10/1/2014

TITLE	SALARY	LENGTH OF EMPLOYMENT
Playground Counselor	\$6.50 — 10.00/hr <u>\$8.18 — \$12.59</u>	10 Weeks
Life Guards	\$7.00 — 12.00/hr <u>\$8.80 — \$15.08</u>	12 Weeks
WSI Instructor	\$7.00 — 12.00/hr <u>\$8.80 — \$15.08</u>	12 Weeks
Beach/Pool Managers	\$7.50 — 12.00/hr <u>\$9.44 — \$14.90</u>	12 Weeks
Special Events Coordinator	\$9.00 — 13.00/hr <u>\$11.32 — \$16.34</u>	14 Weeks
Tennis Director	\$9.00 — 13.00/hr <u>\$11.32 — \$16.34</u>	12 Weeks
Tennis Assistant	\$6.50 — 9.00/hr <u>\$8.18 — \$11.32</u>	12 Weeks
Recreation Aide	\$6.50 — 8.00/hr	14 Weeks

8/22/18

	\$8.18 \$10.05	
Park Ranger	\$10.00 — 14.00/hr	26 Weeks
	\$12.59 \$17.61	
Seasonal Laborer (DPW)	\$7.00 — 12.00/hr	26 Weeks
	\$8.80 \$15.08	
Seasonal Laborer (REC)	\$6.50 — 12.00/hr	26 Weeks
	\$8.18 \$15.08	
Parking Lot Attendant	\$6.00 — 8.00/hr	12 Weeks
	\$8.00 \$10.05	

~~Seasonal Laborer REC only October through March max 4 seasonal workers no more than 28 hours per week, and shall not work weekends unless overtime roster for full time employees have been exhausted.~~

~~For returning seasonal employees, hourly rate will be retained at the same rate as prior season or increased at the beginning of the respective seasons.~~

~~Effective Immediately, the Negotiated Raises as stipulated in the CSEA Contract Apply.~~

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

1. Seasonal Recreation Laborers shall work October through March with a maximum of four (4) working no more than twenty-eight (28) hours per week. Except as provided in paragraph 2 below, the recreation seasonals shall not work weekends unless the overtime roster for full-time employees has been exhausted.

2. The parties agree that the City zoo shall be staffed during the winter months as follows. A full-time recreation employee shall work Saturday and Sunday on an overtime basis from 9:00 a.m. to 1:00 p.m. A seasonal employee shall be assigned 1:00 p.m. to 5:00 p.m. Saturday and Sunday without exhausting the overtime roster for full-time employees.

3. Seasonal employees shall be paid pursuant to the attached salary schedule, except the four (4) year round recreation seasonals who will be placed on the regular salary schedule. A seasonal employee who returns to City employment from one year to the next shall be moved to the next year (2,3,4,5 or 6 as the case may be) on the seasonal salary schedule. New seasonal employees, including anyone who skipped the prior season, shall be hired at the year 1 rate, in the respective calendar year of their hire. At a minimum, the contractual wage increases shall apply to this salary schedule for any years beyond 2020.

8/22/18

Salary Schedule CSEA Seasonal Employees per CSEA MOA

		2016	2017	2018	2019	2020
			2%	2%	2%	2%
Park Counselor	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$10.00	\$10.20	\$11.20	\$11.42	\$12.00
	Year 3	\$10.82	\$11.04	\$11.90	\$12.14	\$12.38
	Year 4	\$11.64	\$11.87	\$12.60	\$12.85	\$13.11
	Year 5	\$12.46	\$12.71	\$13.30	\$13.57	\$13.84
	Year 6	\$13.27	\$13.54	\$14.30	\$14.59	\$14.88
Life Guards WSI Instructor	Year 1	\$9.23	\$9.41	\$12.00	\$12.24	\$12.48
	Year 2	\$10.55	\$10.76	\$12.70	\$12.95	\$13.21
	Year 3	\$11.86	\$12.10	\$13.40	\$13.67	\$13.47
	Year 4	\$13.18	\$13.44	\$14.10	\$14.38	\$14.69
	Year 5	\$14.50	\$14.79	\$14.80	\$15.10	\$15.40
	Year 6	\$15.83	\$16.15	\$15.80	\$16.12	\$16.44
Beach/Pool Managers	Year 1	\$9.91	\$10.11	\$13.00	\$16.00	\$17.00
	Year 2	\$11.04	\$11.26	\$13.80	\$16.73	\$17.06
	Year 3	\$12.42	\$12.67	\$14.60	\$17.44	\$17.79
	Year 4	\$13.32	\$13.59	\$15.40	\$18.16	\$18.52
	Year 5	\$14.46	\$14.75	\$16.20	\$18.87	\$19.25
	Year 6	\$15.65	\$15.96	\$17.00	\$19.89	\$20.29
Special Events Coordinator Tennis Director Park Directors	Year 1	\$11.87	\$12.11	\$15.70	\$16.70	\$17.50
	Year 2	\$12.93	\$13.19	\$15.90	\$16.22	\$16.54
	Year 3	\$13.99	\$14.27	\$16.60	\$16.93	\$17.27
	Year 4	\$15.04	\$15.34	\$17.30	\$17.65	\$18.00
	Year 5	\$16.10	\$16.42	\$18.00	\$18.36	\$18.73
	Year 6	\$17.15	\$17.49	\$18.70	\$19.07	\$19.45
Tennis Assistant	Year 1	\$9.18	\$9.36	\$10.50	\$11.10	\$11.80
	Year 2	\$9.72	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$10.26	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$10.80	\$11.02	\$12.60	\$12.85	\$13.11
	Year 5	\$11.33	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$11.87	\$12.11	\$14.30	\$14.59	\$14.88
Recreation Aide	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$9.46	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$9.72	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$9.99	\$11.02	\$12.60	\$12.40	\$13.11
	Year 5	\$10.26	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$10.55	\$12.11	\$14.30	\$14.59	\$14.88

8/22/18

Park Ranger	Year 1	\$13.21	\$13.47	\$13.74	\$13.55	\$14.13
	Year 2	\$14.26	\$14.55	\$14.84	\$15.14	\$15.44
	Year 3	\$15.32	\$15.63	\$15.94	\$16.26	\$16.59
	Year 4	\$16.37	\$16.70	\$17.03	\$17.37	\$17.72
	Year 5	\$17.43	\$17.78	\$18.14	\$18.50	\$18.87
	Year 6	\$18.49	\$18.86	\$19.24	\$19.62	\$20.01
Seasonal Laborer (DPW)	Year 1	\$9.23	\$9.41	\$10.40	\$11.10	\$11.80
	Year 2	\$10.37	\$10.58	\$10.79	\$11.15	\$12.00
	Year 3	\$11.86	\$12.10	\$12.34	\$12.56	\$12.81
	Year 4	\$13.18	\$13.44	\$13.71	\$13.96	\$14.24
	Year 5	\$14.50	\$14.79	\$15.09	\$15.38	\$15.69
	Year 6	\$15.83	\$16.15	\$16.47	\$16.78	\$17.12
Seasonal Laborer (REC)	Year 1	\$9.18	\$9.41	\$10.40	\$11.10	\$11.80
	Year 2	\$10.51	\$10.58	\$10.79	\$11.15	\$12.00
	Year 3	\$11.83	\$12.10	\$12.34	\$12.56	\$12.81
	Year 4	\$13.16	\$13.44	\$13.71	\$13.96	\$14.24
	Year 5	\$14.49	\$14.79	\$15.09	\$15.38	\$15.69
	Year 6	\$15.81	\$16.15	\$16.47	\$16.78	\$17.12
Parking Lot Attendant	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$9.46	\$9.65	\$10.80	\$11.50	\$12.20
	Year 3	\$9.72	\$9.91	\$11.20	\$11.90	\$12.60
	Year 4	\$9.99	\$10.19	\$11.60	\$12.30	\$13.00
	Year 5	\$10.26	\$10.47	\$12.00	\$12.50	\$13.40
	Year 6	\$10.55	\$10.76	\$12.40	\$12.90	\$13.80

RESOLUTION #184 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING SALARY INCREASES FOR NON-ALIGNED EMPLOYEES COMPARABLE TO THE
2017-2020 CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) CONTRACT

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, certain City of Kingston employees are not covered by any bargaining unit; and

WHEREAS, the City is desirous of giving those employees salary increases commensurate with the increases provided by the CSEA contract:

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. Authorization of wage increases, including retroactive payments, to employees holding any of the attached list of positions as of September 3, 2018, as follows:

- a. Effective January 1, 2017 - Two and a quarter percent (2.25%) wage increase
- b. Effective January 1, 2018 - Two and a quarter percent (2.25%) wage increase
- c. Effective January 1, 2019 - Two and a quarter percent (2.25%) wage increase
- d. Effective January 1, 2020 - Two and a quarter percent (2.25%) wage increase .

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

CSEA 2

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION X _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Comptroller on behalf of City DATE 9/17/18

Description: Approve the following wage increases, including retroactive payments, to the non-aligned employees holding the positions listed in the attachment as of 9/3/18:

1/1/17 2.25%, 1/1/18 2.25%, 1/1/19 2.25%, 1/1/20 2.25%.

Estimated Financial Impact \$88,000 Signature _____

Motion by SS

Seconded by PO'R

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
<u>DA Koop</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>Anthony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☐	☐

Title
Secretary to Mayor
City Assessor
City Clerk
Corporation Counsel
Assistant Corporation Counsel
Confidential Secretary to Corporation Counsel
Executive Secretary (Civil Service Commission)
City Engineer
Planner
Human Relations Director
Recreation Director
Superintendent of Public Works
Deputy Superintendent of Public Works
Director of IT
Dietz Manager
Dietz Secretary
Dir. Of Communication and Community Engagement
Exec. Dir. KLDC
Executive Director, Economic Development
Director of Building Safety and Zoning
Director of Cultural Affairs
Director of Health and Wellness

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING SALARY INCREASES FOR NON-ALIGNED EMPLOYEES HIRED AFTER SEPTEMBER 4,
2018 COMPARABLE TO THE CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) CONTRACT

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, certain City of Kingston employees are not covered by any bargaining unit; and

WHEREAS, the City is desirous of giving those employees salary increases commensurate with the increases provided by the CSEA contract:

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

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

SECTION 1. Authorization of wage increases to non-elected, non-aligned employees (excluding Police and Fire employees) with employment start dates from September 4, 2018 through December 31, 2018, as follows:

- a. Effective January 1, 2019 - Two and a quarter percent (2.25%) wage increase
- b. Effective January 1, 2020 - Two and a quarter percent (2.25%) wage increase

SECTION 2. Authorization of wage increases to non-elected, non-aligned employees with employment start dates from January 1, 2019 through December 31, 2019, of Two and a quarter percent (2.25%) effective January 1, 2020.

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

day of _____ 2018.

Approved by the Mayor this _____

day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

CSEA 2

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION X _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Comptroller on behalf of City DATE 9/17/18

Description: Approve wage increases to non-elected, non-aligned employees with an employment start date from 9/4/18 through 12/31/18 as follows: 1/1/19 2.25%, 1/1/20 2.25%.

Also, approve wage increases to non-elected, non-aligned employees with an employment start date from 1/1/19 through 12/31/19 as follows: 1/1/20 2.25%.

Police and Fire Department employees are excluded from these provisions.

Estimated Financial Impact \$16,000 + Signature _____

Motion by PO'R

Seconded by SS

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
<u>DAKoy</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>Anthony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☐	☐

RESOLUTION #186 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING
RENEWAL OF AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS

Sponsored by: Finance and Audit Committee
Aldermen: Koop, Scott-Childress, O'Reilly, Schabot

WHEREAS, a request has been made by the Fire Chief for renewal of an agreement with the NYS Division of Homeland Security and Emergency Services; and

WHEREAS, the original agreement was approved by the Common Council on April 5, 2016, for use of Fire Suppression Foam Equipment; and

WHEREAS, the Laws and Rules Committee of the Common Council has reviewed this request and believes it to be in the best interest of the City

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

SECTION 1. The Common Council authorizes the attached agreement with the New York State Division of Homeland Security and Emergency Services

SECTION 2. The Mayor of the City of Kingston is hereby authorized to execute documents related to this agreement

SECTION 3. This resolution shall take effect immediately.

Submitted to the Mayor this _____ day
of _____ 2018

Approved by the Mayor this _____ day
of _____ 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on October 2, 2018

**LAWS & RULES
COMMITTEE REPORT**

CITY OF KINGSTON
Kingston Fire Department
mbrown@kingston-ny.gov

Mark Brown, Fire Chief



Steven T. Noble, Mayor

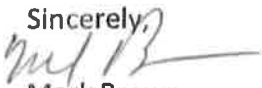
September 4, 2018

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

Dear Alderman at Large Noble:

Please consider approving the attached resolution updating Agreement DHS01-X200051-1160200, Intergovernmental Memorandum of Agreement By and Between NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control and City of Kingston Fire Department for Temporary Loan of Fire Suppression Foam Equipment. This action is necessary every 2 years as stipulated in the contract.

Sincerely,


Mark Brown
Fire Chief

Cc: Mayor Steve Noble
Kevin Bryant, Corporation Counsel
Bill Carey, Chairman Laws and Rules



Homeland Security and Emergency Services

Fire Prevention
and Control

ANDREW M. CUOMO
Governor

ROGER L. PARRINO, SR.
Commissioner

FRANCIS J. NERNEY, JR.
State Fire Administrator

VIA Hand Delivery

FILE COPY

Dear Foam Task Force Member:

Thank you for your continued participation in the New York State Foam Task Force.

Attached please find four (4) copies of your agency's agreement with the New York State Division of Homeland Security and Emergency Services. Once you have had an opportunity to review, please have each agreement originally signed and notarized and, along with a copy of your local boards updated resolution approving the agreement and participation in the program, mail all originals to the following address:

New York State Division of Homeland Security and Emergency Services
Office of Fire Prevention and Control
1220 Washington Avenue
Building 7A, Floor 2
Albany, NY 12226
Attn: DC Benjamin Wheeler

Upon approval by the Office of the Attorney General and State Comptroller, we will return one originally executed agreement to you for your files.

Should you have any questions regarding the agreement, please feel free to contact me by phone at (518) 474-6746 or via email at Ben.wheeler@dhses.ny.gov.

Thank you.

Benjamin A. Wheeler



Agreement No. DHS01-X200051-1160200

INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Office of Fire Prevention and Control

and

CITY OF KINGSTON FIRE DEPARTMENT

for

TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT

This Intergovernmental Memorandum of Agreement (Agreement) is entered by and between the State of New York **Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control** ("DHSES", "OFPC" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, Albany, New York 12226 and the **City of Kingston Fire Department** ("Contractor" or "Participating Agency") with offices located at 19 East O'Reilly Street, Kingston, NY 12401. The foregoing DHSES and/or Participating Agency shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directing State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

WHEREAS, the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate Equipment is available at strategic locations throughout the State based on risk;

WHEREAS, as a result of the review, DHSES has acquired a quantity of foam trailers, Equipment and supplies, and pre-positioned such Equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

WHEREAS, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the Equipment to the Participating Agency by DHSES;

WHEREAS, the Participating Agency acknowledges receipt of said Equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions as follows:



1. PURPOSE

DHSES is providing Class B foam trailers and Equipment, further identified in Appendix B ("Equipment"), to participating agencies to receive, hold, maintain and use in order to pre-position the Equipment for rapid response to incidents resulting in a spill or fire involving crude oil and other ignitable liquids, when activated by the State as a component of the New York State Foam Task Force.

The Equipment is being provided on a loan basis. Title to all Equipment identified in Appendix B shall remain with the State at all times. The State has the right to recall the Equipment at any time upon notification. As such, any permanent granting of the Equipment must be provided for in a separate written agreement signed by both Parties. The Parties understand and acknowledge that the Equipment is intended to enhance the ability of the Participating Agency and the State to assist in and support fire control and vapor suppression efforts at incidents involving crude oil and other ignitable liquids and is not intended to provide all the Equipment appropriate and necessary to do so.

2. APPENDIX A

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

3. DESCRIPTION OF EQUIPMENT

DHSES agrees to provide to the Participating Agency on a temporary loan basis: foam trailers, Equipment and supplies under the terms of this Agreement. All items, Equipment and resources shall be collectively referred to herein as "Equipment." The specific Equipment loaned to the Participating Agency is specifically listed in Appendix B, which is hereby attached and incorporated into this Agreement.

4. TERM AND TERMINATION OF AGREEMENT

- 4.1 The Participating Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand (\$10,000), 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 before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until receipt of approval by the Attorney General and Office of State Comptroller.
- 4.2 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate thirty-six (36) months thereafter, unless terminated earlier pursuant to sections 4.3 – 4.5 below. This Agreement may be extended in writing for an additional two (2) (3) year periods upon mutual written agreement between the Parties.



4.2.1 Notwithstanding Section 4.2, the participating agency may continue to be in possession of the Equipment at the expiration of this agreement upon the written consent of OFPC. In such event, the terms and conditions contained herein relating to usage of the Equipment shall be binding on the parties until the effective date of a successor agreement or until the Equipment is returned to OFPC as provided for herein.

- 4.3 DHSES may terminate this Agreement immediately, upon written notice of termination to the Participating Agency, if the Participating Agency fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.
- 4.4 Either Party shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 4.5 The Participating Agency may terminate this Agreement, upon written notice of termination to the State, if the Participating Agency is unable or unwilling to comply with the terms and conditions of the Agreement.
- 4.6 Upon termination of this agreement by either the State or Participating Party, the Participating Agency shall return all Equipment, less ordinary wear and tear, to DHSES.

5. TERMS OF USE

The Parties agree that the Participating Agency shall maintain possession of the Equipment provided the Participating Agency complies with the following conditions:

- 5.1 The Participating Agency understands and agrees that for incidents necessitating deployment of the Task Force time is of the essence and therefore it shall identify and assign personnel to deploy and operate as part of the Task Force, and will remain ready, willing and able to immediately deploy the Equipment and personnel, as identified below, pursuant to activation by the State and shall immediately notify the State of the inability to respond to that request.
- 5.2 The Participating Agency agrees to make personnel available to participate in the initial and in-service training specified by New York State. The number of personnel trained shall be sufficient to provide for the response of 2 to 4 personnel with the Equipment when activated as part of the NYS Foam Task Force and deployed by the State. To the extent possible, scheduling of required training by OFPC will be undertaken to limit overtime for participating agency career staff and consistent with the availability of volunteer staffing. At a minimum the training shall include the following:
 - 5.2.1 Initial Training: Approximately 20 – 24 hours;
 - 5.2.2 Annual Refresher Training: Approximately 4 – 8 hours;
 - 5.2.3 Annual Drill or Exercise: Approximately 4 – 8 hours.



- 5.3 In addition to ensuring availability and participation in the annual refresher training provided by OFPC, Participating Agency agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events as requested by the State.
- 5.4 The Participating Agency shall ensure that there are two (2) to four (4) trained persons available at all times (24 hours/7 days) to respond with the pre-positioned foam trailer and Equipment within 30 minutes or less; however, it is understood and agreed that, at no time, shall there be less than two (2) trained persons available to respond. If the anticipated response time will exceed 30 minutes, the Participating agency must immediately notify OFPC in writing of the delay and the anticipated time of response. The Participating Agency acknowledges and agrees that it shall be responsible for all salaries, costs and fees associated with response or activities requested by OFPC and/or the New York State Foam Task Force.
- 5.5 Participating Agency agrees to be responsible to provide and make available or provide for the following:
- 5.5.1 All personal protective Equipment (PPE) appropriate and necessary for its personnel to respond with and operate as part of the NYS Foam Task Force, including but not limited to structural firefighting turnout gear.
- 5.5.2 The 1.75" and 2.5" hose required for the appliances and foam attack lines associated with each trailer (estimated 200 feet of each type).
- 5.5.3 Participating Agency shall provide, and Participating Agency personnel shall retain the insurance coverage and protection provided by the Participating Agency for its personnel including but not limited to, the provisions established by General Municipal Law 207-a or the Volunteer Firefighter's Benefit Law.
- 5.5.4 A vehicle suitable for towing the assigned foam trailer during a response and approved by OFPC in advance.
- 5.5.4.1 At a minimum, one (1) of the responding personnel must also be trained and experienced in towing trailers with the supplied tow vehicle.
- 5.5.5 Maintaining the Equipment covered under this Agreement in a state of readiness for use and response at all times (24 hours/7 days).
- 5.5.6 Immediate notification to OFPC in writing of any condition or issue necessitating placing the Equipment out of service or of any condition or circumstance which prevents the Participating Agency from responding with the Equipment.
- 5.5.6.1 Immediate written notification to OFPC of any damage to the Equipment that would require repairs.
- 5.5.6.2 Any damage caused during a local response will be repaired at the cost of the Participating Agency involved in the response.
- 5.5.7 Comply with procedures and guidelines, established by DHSES, for the activation, deployment, and operations of the Task Force.



- 5.6 The Parties agree that the trailer may be used by the Participating Agency, as needed, for any local response under the following conditions:
- 5.6.1 A local response is one in which the Participating Agency responds to an incident located within its County or any other jurisdiction pursuant to a mutual aid agreement in effect between the Participating Agency and such other jurisdiction.
 - 5.6.2 The Participating Agency must notify OFPC in writing of all local responses undertaken within twenty-four (24) hours of the commencement of activity.
 - 5.6.3 The Participating Agency agrees to replace any foam concentrate or supplies used in local response, as specified by OFPC.
 - 5.6.4 The Participating Agency agrees to repair any damage or wear to the trailer or Equipment associated with or required after local use.
 - 5.6.5 The Participating Agency shall assume all liability associated with operation or use of any loaned Equipment during any local response.
- 5.7 The Participating Agency shall ensure that all intended users and operators of the Equipment successfully complete the training specified and provided by the State for that purpose.
- 5.8 The Participating Agency understands and agrees to be solely responsible to understand any and all safety or security issues surrounding the use of the Equipment and accommodate its use according to its capabilities and limitations.
- 5.9 The Participating Agency understands and agrees that, on occasion, the State will perform inventory and maintenance, routine and emergency, to the Equipment, which may be conducted with advance notice or no notice at all. The Participating Agency agrees that it shall provide DHSES, OFPC and its vendors and subcontractors with reasonable time and opportunity to properly maintain the Equipment in accordance with the manufacturer's recommendations and all applicable laws and regulations.
- 5.9.1 Additionally, the Participating Agency shall be prepared for use of alternative Equipment during planned and unplanned out servicing. Furthermore, it is hereby understood that the State has no obligation to provide alternate Equipment to be available for local responses when Equipment is removed from service for maintenance or repairs, although it reserves the right to provide alternate Equipment to maintain NYS Foam Task Force operational capabilities if resources are available to do so.
- 5.10 The Participating Agency understands and agrees that the State may take back the Equipment at any time for any reason or may redeploy the Equipment if it is determined to be needed in another area as directed by DHSES. Upon notification by the state the Participating Agency must make the Equipment immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the Participating Agency Point of Contact.
- 5.11 The Participating Agency agrees that DHSES reserves the right to take back the Equipment in the event of a breach of this Agreement, if the Equipment is not being used to its full potential, is being misused or



has been returned for reissuance by DHSES. In the event of reissuance, the Participating Agency agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Equipment to DHSES.

- 5.12 The Parties acknowledge that sustaining the Equipment issued or issuing additional resources shall be contingent upon an evaluation of need by DHSES and be subject to the availability of funding. The Parties reserve the right to expand the scope of this Agreement or the type and amount of the pre-positioned Equipment provided, subject to available funding, as agreed to by both Parties, and addressed within an updated and amended agreement .
- 5.13 DHSES shall be responsible for the following:
- 5.13.1 Ordering, purchasing and accepting Equipment from the vendor;
 - 5.13.2 Conduct routine maintenance, repair and/or replacement of Equipment resulting from response activities pursuant to State activations. Participating Agency shall be responsible for costs relating to maintenance and repair required resulting from local deployment;
 - 5.13.3 Testing and recertification of the Equipment provided, as required;
 - 5.13.4 Replacement of foam supplies utilized during State specified training or deployment of the Foam Task Force [as directed by the State];
 - 5.13.5 Reimbursement of costs incurred directly by the Participating Agency as the employer, with the exception of those costs that would otherwise have been incurred by the Participating Agency (such as deployment within the jurisdiction of the Participating Agency), for the cost of backfilling to provide shift coverage, including overtime, for personnel responding pursuant to activation by the State. The reimbursement shall not exceed costs for four (4) persons, except as approved by the State Fire Administrator;
 - 5.13.6 Providing the initial training and annual refresher training required for the use of the Equipment. Consideration will be given to reimburse backfill costs associated with participation of Participating Agency's personnel in training, drills and exercises, subject to the availability of funds.
 - 5.13.7 Organizing drills and exercises.
 - 5.13.8 Activation, deployment, management and operations of the New York State Foam Task Force.

6. LOAN OF RESOURCES

- 6.1 The Equipment shall be loaned exclusively to the Participating Agency only for the purposes set forth in this Agreement. No other use of the Equipment shall be authorized.
- 6.2 DHSES shall retain title to the Equipment loaned under this Agreement at all times.
- 6.3 The Participating Agency agrees that it has no claim in law or equity concerning the Equipment or associated training.



- 6.4 The Participating Agency agrees that it shall not sell, move or otherwise transfer the Equipment to any other party without the express written permission of DHSES.
- 6.5 In all instances, except where otherwise agreed to by DHSES, the Participating Agency is responsible for all costs associated with preparing, packing and transporting the Equipment, including all applicable costs. Possession, but not title, of the Equipment will pass from DHSES to the Participating Agency at the time of receipt of the Equipment. All transportation to and from the site of the Equipment and all associated costs will be covered exclusively by the Participating Agency. DHSES financial responsibility is limited to that identified in 5.13.

7. COMPENSATION

As compensation for loan of this Equipment, the Participating Agency shall pay DHSES a one-time administrative fee of \$1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The Participating Agency is responsible for peripheral and maintenance costs of the Equipment as described in this Agreement.

8. PARTICIPATING AGENCY POINT OF CONTACT

The Participating Agency will designate its own member Point of Contact ("Participating Agency POC") for the purpose of arranging for and the installation, maintenance and return of the Equipment to DHSES. The Participating Agency's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The Participating Agency Point of Contact shall be listed in Appendix B of this Agreement.

9. DHSES POINT OF CONTACT

State Fire Administrator
New York State Office of Fire Prevention and Control
NYS Division of Homeland Security and Emergency Services
State Office Campus
1220 Washington Ave, Building 7A
Albany, NY 12242
Office: 518-474-6746

10. CONDITION AND MAINTENANCE OF EQUIPMENT

- 10.1 DHSES will make its best effort to ensure that the Equipment loaned under this Agreement is furnished to the Participating Agency in a serviceable condition suitable for its intended use however, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 10.2 The Participating Agency shall be responsible to receive the Equipment and certify that the Participating Agency's orientation with the Equipment occurred. Additionally, the Participating Agency shall, as appropriate, 1) provide Equipment inventory reports to DHSES upon request; 2) assist in resolving Equipment related issues, such as defective Equipment; 3) conduct any maintenance, as determined by



DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

11. EQUIPMENT SECURITY

Upon acceptance of the Equipment, Participating Agency shall notify OFPC of the location where the Equipment is to be stored and assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must receive advanced written approval by DHSES.

12. NO THIRD-PARTY TRANSFERS

This Agreement or the Equipment loaned hereunder shall not be transferred to any other party by the Participating Agency without the express written permission of DHSES.

13. RETURN OF EQUIPMENT

Except as provided in Section 4.2.1 above, upon expiration of the Agreement, the Participating Agency shall be responsible to return all Equipment to DHSES in the same condition as it was issued, less and except ordinary wear and tear caused by required training or response activities pursuant to state activations. If the Equipment is not returned, or not returned in good working order and repair, the Participating Agency may be responsible to reimburse DHSES the replacement value or repair of the Equipment, which shall be determined by the estimated replacement value for each item of Equipment listed in Appendix B.

14. LIABILITY AND INSURANCE

14.1 The Participating Agency shall indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the Equipment, including but not limited to deployment, training, drills and exercises. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the Participating Agency or third parties.

14.2 In consideration of the Participating Agency's agreement to deploy and respond during a State activation of the Task Force, the State, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act and Section 17 of the Public Officers Law, shall hold the Participating Agency harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the acts and omissions of its officers or employees when acting within the course and scope of their employment.

14.3 Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the Participating Agency for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. Participating Agency remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

14.4 Nothing contained herein is intended limit the rights and privileges afforded to either Party by operation of law.



14.5 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Participating Agency shall at all times remain an "independent Participating Agency" with respect to the efforts to be performed under this Agreement. DHSES shall not be responsible for any payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participating Agency is an independent Participating Agency.

14.6 Participating Agency shall carry general liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 dollar in the aggregate. Such insurance shall remain in effect throughout the term of the Agreement.

14.6.1 The Participating Agency shall name the State of New York and DHSES as an "additional insured."

14.6.2 The Participating Agency shall provide certification of insurance to DHSES and must include: 1) the insurance policy number; 2) the name and address of the broker and title of authorized official of broker; and 3) the signature of the authorized official or broker.

14.6.3 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

15. INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of New York.

16. NOTICES

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. 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.

17. AMENDMENTS

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

18. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Agreement, which shall be enforced and interpreted as if such provision was never included in the Agreement.



19. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ON BEHALF OF PARTICIPATING AGENCY:

Signed, _____

Name: _____

Title: _____

ON BEHALF OF DHSES:

Signed, _____

Name: _____

Title: _____

Participating Agency Acknowledgement for Agreement No. **DHS01-X200051-1160200**

State of New York)
)ss.
County of _____)

On this ____ day of _____ 2018, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that she/he resides in _____, that she/he is the _____ of the municipal fire department described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sign her/his name thereto.

(Signature and office of the person taking acknowledgement)

APPROVED:

For the Attorney General

For the State Comptroller

By: _____

By: _____

Date: _____

Date: _____



APPENDIX A

Standard Clauses for All New York State 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 \$10,000, 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 Section 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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 (2NYCRR 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 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 section. 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. 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. 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 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).



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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

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APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

<u>Quantity</u>	<u>Item</u>	<u>Estimated Replacement Value</u>
1	Dual Tote Chariot II Foam Trailer, 330 gal totes Vehicle Identification No.: 5E7DH0828FR002794	\$39,840.01
Including:		
1	TFT Blitzfire Portable Monitor with Foam Shaper	
1	350 gpm in-line eductor	
1.	125 gpm 1.5" nozzle	
1	95 gpm in-line eductor	
1	National Foam Gladiator Tri-Flow Foam Nozzle	
1	23 gpm Foam Transfer Pump Kit	
	Misc. Fittings and Adapters	\$543.50
1	Radio Controlled Monitor (RF) upgrade	\$8,895.00
1	National Foam Universal Gold 1x3, 660 gallons	\$28,115.74
1	Adjustable trailer hitch	\$128.83
TOTAL		\$77,523.08

Participating Agency Point of Contact

Organization: City of Kingston Fire Department
Name: Mark Brown
Title: Chief
Address: 19 East O'Reilly Street, Kingston, NY 12401
Phone: (845) 331-1507
Email: mbrown@kingston-ny.gov

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Sponsored by: Public Safety/General Government Committee:
Aldermen: Schabot, Eckert, Dawson, Davis, Brown

WHEREAS, New York State has formed the New York State Foam Task Force to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate equipment is available at strategic locations throughout the State based on risk; and

WHEREAS, entering into said agreement with NYS Division of Homeland Security and Emergency Services will establish responsibility, guidelines and procedures for the assignment, deployment and use of equipment by the City of Kingston; and

WHEREAS, by entering into said agreement the City of Kingston Fire Department will receive a temporary loan of fire suppression foam equipment.

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 approves entering into an agreement with the New York State Division of Homeland Security and Emergency Services and authorizes the Mayor to execute same.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this 6th day of April, 2016


Carly Winnie, City Clerk

Approved by the Mayor this 6th day of April, 2016


Steven T. Noble, Mayor

Adopted by Council on April 5, 2016

MEMORIALIZING RESOLUTION CALLING ON THE STATE LEGISLATURE TO PASS AND THE GOVERNOR TO SIGN THE NEW YORK HEALTH ACT (A.4738-A/S.4840-A), A PLAN TO VASTLY IMPROVE HEALTH CARE FOR ALL NEW YORK STATE RESIDENTS.

WHEREAS, many New York State residents have experienced a rapid rise in the cost of health care and coverage in recent years; and

WHEREAS, This increase has resulted in a large number of uninsured or significantly underinsured New Yorkers, despite the adoption of the New York Health Plan Marketplace; and Whereas, According to data released by the Centers for Disease Control and Prevention (CDC) in 2018, New York's uninsured rate was 4.9 percent in 2017; and

WHEREAS, Voluntary and public hospitals, health centers and other providers who care for patients regardless of their ability to pay now experience substantial monetary difficulties due to treating the uninsured or underinsured; and

WHEREAS, Patients and health care professionals are sometimes pushed into medical care decisions based on insurance company dictates rather than patients' and healthcare professionals' informed decisions for best courses of treatment; and

WHEREAS, The New York Health Act will create a comprehensive program of high-quality, comprehensive healthcare coverage for all New Yorkers; and Whereas, Every New York resident will be eligible to enroll, regardless of age, income, wealth, employment, or other status; and

WHEREAS, Under New York Health, coverage would be publicly funded and there would be no premiums, deductibles, or co-payments; and

WHEREAS, The benefits of the New York Health program will include comprehensive outpatient and inpatient medical care, primary and preventive care, prescription drugs, laboratory tests, rehabilitative, dental, vision, and hearing; and

WHEREAS, The program will eliminate deductibles and copays, and all healthcare costs would be covered by a progressively-graduated payroll tax similar to Medicare and a progressively-graduated tax on non-payroll income, such as interest, dividends, and capital gains; and Whereas, the NYHA has passed the New York Assembly three times in 2015, 2016, and 2017; and

WHEREAS, The single-payer New York Health plan would drastically increase access to health care and improve health outcomes for residents in 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 calls on the New York State Legislature to pass and the Governor to sign A.4738-A/S.4840-A, legislation that would establish the New York Health program, a universal single payer health plan for all New York State residents.

Section 2. That this resolution shall be forwarded to the New York State Legislature as well as Governor Andrew Cuomo.

Submitted to the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

Approved by the Mayor this _____
day of _____ 2018.

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

THE CITY OF KINGSTON COMMON COUNCIL
PUBLIC SAFETY/GENERAL GOVERNMENT
COMMITTEE REPORT

DEPARTMENT

DATE

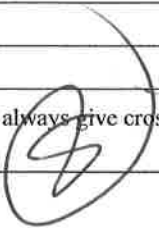
9/26/18

Description

A Memorializing Resolution calling on the NYS Legislature to pass and the Governor to sign the NY Health Care Act (A. 4738-A/S. 4840-A), a plan to vastly improve Health Care for all NYS Residents, as per attached.

(As appropriate, always give cross streets: North, South, East, West directions; and Vehicle & Traffic Section from City of Kingston Code Book)

Signature



Motion by

RSC

Seconded by

AS

Action Required:

SEQRA Decision:

Type I Action

Type II Action

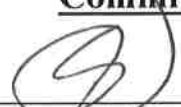
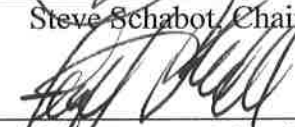
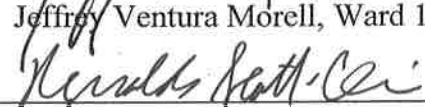
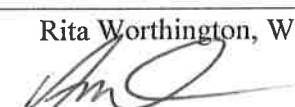
Unlisted Action

Negative Declaration of Environmental Significance:

Conditioned Negative Declaration:

Seek Lead Agency Status:

Positive Declaration of Environmental Significance:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Steve Schabot, Chairman	☒	☐
 Jeffrey Ventura Morell, Ward 1	☒	☐
 Reynolds Scott-Childress, Ward 3	☒	☐
 Rita Worthington, Ward 4	☒	☐
Andrea Shaut, Ward 9	☐	☐

RESOLUTION #187 OF 2018

MEMORIALIZING RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, STATING ITS INTENT TO ADOPT A MUNICIPAL IDENTIFICATION PROGRAM

WHEREAS, The Kingston Common Council finds that many residents of the City are unable to obtain government-issued identification that is required to fully participate in the City of Kingston's rich society, leaving thousands of individuals — including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated — without access to critical services, benefits, cultural, educational, and civic opportunities; and

WHEREAS, It is the intent of the Kingston Common Council to build the City of Kingston's standing as a welcoming and inclusive center for all residents, without regard to a person's race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, financial status, or other marks of distinction; and

WHEREAS, It is the intent of the Kingston Common Council that the municipal identification card should affirm the resident status of all City of Kingston residents.

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

SECTION 1: That Municipal Identification legislation, in accordance with all applicable laws, is currently being developed

SECTION 2: That such Municipal Identification legislation shall be presented with all due speed.

Submitted to the Mayor this _____
day of _____ 2018.

Approved by the Mayor this _____
day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

LOCAL LAW OF 2018

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AMENDING CHAPTER 172.5 – BUILDING PERMITS, OF THE CODE OF
THE CITY OF KINGSTON, NEW YORK

Sponsored By: Laws & Rules Committee
Aldermen: Carey, Ventura Morell, Davis, Koop, O'Reilly

WHEREAS, Chapter 172, Building Construction, has previously been adopted and amended by Local Law; and

WHEREAS, as a result of recent developments, the City wishes to add provisions to the City Code, pertaining to excavation; and

WHEREAS, the Laws and Rules Committee of the Common Council of the City of Kingston therefore wishes to amend Chapter 172, Section 5, Subsection A(1) so as to add a provision pertaining to excavation

NOW, THEREFORE, BE IT ENACTED THAT THE CODE OF THE CITY OF KINGSTON BE AMENDED AS FOLLOWS:

Section 1: That Chapter 172 - Building Construction, Section 5 – Building Permits, Subsection A shall be replaced as follows:

*“Building permits required. Except as otherwise provided in Subsection **B** of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure, or any portion thereof, or any excavation in preparation for any of the foregoing activities.”*

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 New York State Secretary of State.

Submitted to the Mayor this _____
day of _____ 2018

CARLY WINNIE, CITY CLERK

Approved by the Mayor this _____
day of _____ 2018

STEVEN T. NOBLE, MAYOR

Adopted by Council on

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE _____
Description _____	
Resolution to amend section 172.5 of the building permits per the attached.	
Signature _____	

Motion by RS-C

Seconded by JM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

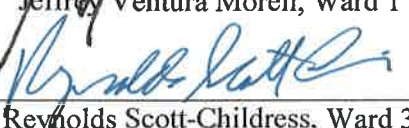
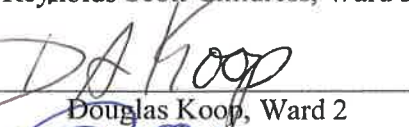
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
 Bill Carey, Chairman	✓	
 Jeffrey Ventura Morell, Ward 1	✓	
 Reynolds Scott-Childress, Ward 3	✓	
 Douglas Koop, Ward 2	✓	
 Patrick O'Reilly, Ward 7	✓	

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____ DATE August 15, 2018

Description Amend Section 172.5 Building Permits:

(A)(1) Building permits required. Except as otherwise provided in Subsection (B) of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code including, but not limited to, the construction enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, or excavation in preparation for any of the foregoing activities.

(2) In the case of any work involving excavation, no building permit shall be issued absent referral and review by the Engineering Department pursuant to Section 353 of this code and the receipt of a written certification from the Engineering Department regarding the compliance with said section.

Signature _____

Motion by TD

Seconded by DM

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
<u>Willie Guy</u> Bill Carey, Chairman	✓	
<u>Jeff Ventura</u> Jeffrey Ventura Morell, Ward 1	✓	
<u>Anthony Davis</u> Anthony Davis, Ward 6	✓	
<u>Reynolds Scott Childress</u> Reynolds Scott Childress, Ward 3		✓
<u>Douglas Koop</u> Douglas Koop, Ward 2	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7		

CITY OF KINGSTON

Common Council

commoncouncil@kingston-ny.gov

James Noble, Common Council President



Reynolds Scott-Childress, Majority Leader

August 3, 2018

President James Noble
420 Broadway
Kingston, NY 12401

Dear President Noble,

I have received complaints from my constituents regarding the excavation activity being conducted at the site of 32 Abel St. I have forwarded the constituent concerns to the appropriate departments for review and, if appropriate, action. My understanding is that the Building Safety Division has investigated each of the concerns raised and improvements have been made to the site in response to the complaints.

As I reviewed the constituent concerns with the Building Safety Division, I learned that there is currently no permit requirement in the Uniform Codes for excavating on private property and creating pits. Usually such excavation is part of a building permit. However, currently, a property owner can excavate without a Building Permit. The City therefore should create local legislation that would require an Excavation Permit when this is done separately from construction. I request that this matter be referred to the appropriate committee for discussion and action so that in the future the Building Safety Division can monitor and ensure compliance in excavation projects through a permitting process.

Sincerely,

Steve Schabot
Alderman, Ward 8

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ADOPTING
SECTION 172 OF THE CODE OF THE CITY OF KINGSTON AS AN ORDINANCE

Sponsored By: Laws & Rules Committee
Aldermen: Carey, Ventura Morell, Davis, Koop, O'Reilly

WHEREAS, Chapter 172, Building Construction, has previously been adopted and amended by Local Law; and

WHEREAS, it has been determined that it is in the best interest of the City of Kingston that Section 172 of the Code of the City of Kingston shall hereafter be an ordinance; and

NOW, THEREFORE, BE IT ENACTED THAT SECTION 172 OF THE CODE OF THE CITY OF KINGSTON BE ADOPTED AS FOLLOWS:

- Section 1:** That Chapter 172 of the Code of the City of Kingston be herein re-adopted in its entirety as an ordinance
- Section 2:** That any provision of Section 172 hereinafter modified shall be so modified by ordinance.
- Section 3:** This local law shall take effect upon filing with the Secretary of State.

Submitted to the Mayor this _____
day of _____ 2018

CARLY WINNIE, CITY CLERK

Approved by the Mayor this _____
day of _____ 2018

STEVEN T. NOBLE, MAYOR

Adopted by Council on October 2, 2018

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE _____
Description _____	
Resolution to change local law chapter 172, building construction to an ordinance.	
Signature _____	

Motion by R S-C

Seconded by JM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

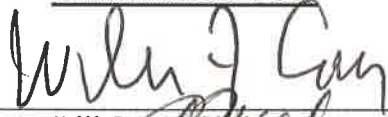
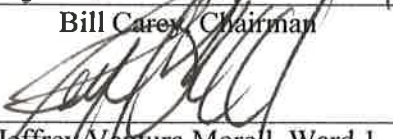
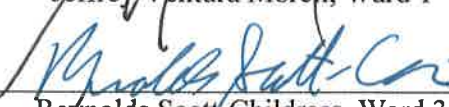
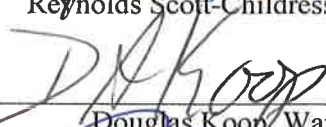
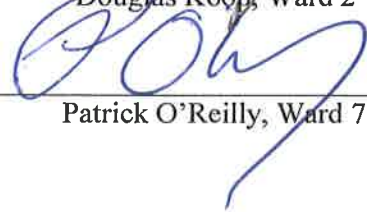
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote		YES	NO
	Bill Carey, Chairman	☒	☐
	Jeffrey Ventura Morell, Ward 1	☒	☐
	Reynolds Scott-Childress, Ward 3	☒	☐
	Douglas Koop, Ward 2	☒	☐
	Patrick O'Reilly, Ward 7	☒	☐

LOCAL LAW 8 OF 2012 ADOPTING SECTION 405 OF THE CODE OF THE CITY OF KINGSTON AS AN ORDINANCE

Sponsored by: Laws & Rules/Cable Committee:
Alderman Senor, Brown, Mills, Dunn

Whereas, the Zoning Law of the City of Kingston was adopted as an ordinance; and

Whereas, since 2007 the Zoning Law has been amended by Local Law; and

Whereas, it has been determined that it is in the best interests of the City of Kingston that Section 405 of the Code of the City of Kingston shall hereafter be an ordinance.

Now, therefore, be it enacted that Section ~~405~~ of the Code of the City of Kingston be adopted as follows: ¹⁷²

SECTION 1. That Section ~~405~~ of the Code of the City of Kingston be herein re-adopted in its entirety as an ordinance. ¹⁷²

SECTION 2. That any provision of Section ~~405~~ hereinafter modified shall be so modified by ordinance. ¹⁷²

SECTION 2. That this local law shall take effect upon compliance with all applicable provisions of New York State Municipal Home Rule Law.

SECTION 3. This Local Law shall be effective upon filing with the Secretary of State.

Submitted to the Mayor this 12th day of

July, 2012.



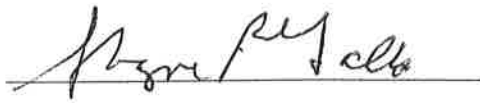
Carly Williams, City Clerk

Adopted by Council on July 3, 2012

LL 8 2012 Section 405 an Ordinance

Approved by the Mayor this 12th

Day of July, 2012



Shayne R. Gallo, Mayor