



City of Kingston Common Council Caucus
Meeting Agenda
Monday, January 7, 2019
7:00 PM

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

DISCUSSION OF PROPOSED LEGISLATION

Agenda Packet
[20190104105000.pdf](#)

Common Council Caucus Agenda Item Report

Meeting Date: January 7, 2019

Submitted by: Elisa Tinti

Submitting Department: Common Council

Item Type: Informational Purposes

Agenda Section:

Subject:

Agenda Packet

Suggested Action:

Attachments:

[20190104105000.pdf](#)

LEGISLATION LIST- JANUARY 2019

RESOLUTION # 1 OF 2019 RECOMMENDING APPROVAL FOR ADOPTING THE TENTATIVE ORDER OF BUSINESS

RESOLUTION # 2 OF 2019 RECOMMENDING APPROVAL FOR ADOPTING THE RULES FOR COUNCIL FOR THE YEAR 2019

RESOLUTION # 3 OF 2019 RECOMMENDING APPROVAL FOR DESIGNATING THE DAILY FREEMAN AS THE OFFICIAL NEWSPAPER OF THE CITY FOR 2019

RESOLUTION # 4 OF 2019 RECOMMENDING APPROVAL FOR RENEWING THE CITY OF KINGSTON'S INVESTMENT POLICY FOR THE YEAR 2019

RESOLUTION # 5 OF 2019 RECOMMENDING APPROVAL FOR RECEIVING MAYOR'S MESSAGE

RESOLUTION # 6 OF 2019 ADOPTING THE MANAGEMENT PERSONNEL MANUEL AS ATTACHED

RESOLUTION # 7 OF 2019 RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2019 WASTE WATER TREATMENT PLANT BUDGET

RESOLUTION # 8 OF 2019 AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS ADDING A LOADING ZONE ON JOHN STREET AND N. FRONT STREET AND SHORTEN THE CURRENT LOADING ZONE ON FAIR STREET

RESOLUTION # 9 OF 2019 AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS AMENDING NO PARKING ON SNYDER AVENUE

RESOLUTION # 10 OF 2019 RECOMMENDING APPROVAL FOR ADDING WATER DEPARTMENT WATER AND SEWER CHARGES TO THE 2019 TAX BILLS

RESOLUTION # 11 OF 2019 REFERRING A REQUEST FOR A ZONING CHANGE AT 537 BROADWAY, TAX MAP NO. 56.25-5-100, TO THE CITY OF KINGSTON PLANNING BOARD, THE ULSTER COUNTY PLANNING BOARD AND SCHEDULING A PUBLIC HEARING REGARDING THE REQUESTED CHANGE RECOMMENDING A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE

RESOLUTION #1 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR ADOPTING THE TENTATIVE ORDER OF BUSINESS

Sponsored by:

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

SECTION 1. That the tentative order of business for the year 2019 is hereby adopted.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of January, 2019.

Approved by the Mayor this _____
day of January, 2019.

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on January , 2019

RESOLUTION #2 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR ADOPTING THE RULES FOR COUNCIL FOR THE YEAR 2019

Sponsored by:

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

SECTION 1. That the Rules for Council for the year 2019 are hereby adopted.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of January, 2019.

Approved by the Mayor this _____
day of January, 2019.

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on January , 2019

RESOLUTION #3 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR DESIGNATING THE DAILY FREEMAN AS
THE OFFICIAL NEWSPAPER OF THE CITY FOR 2019

Sponsored by:

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

SECTION 1. That pursuant to Local Law #1 of 1980, the Daily Freeman be and is hereby
designated as the official newspaper of the City of Kingston, New York, for the
publication of all ordinances, official notices, rules, regulations, business and
proceedings of the Common Council, City of Kingston, New York, for the year 2019.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

day of January 2019.

Approved by the Mayor this _____

day of January 2019.

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on January , 2019

RESOLUTION #4 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR RENEWING THE CITY OF KINGSTON'S
INVESTMENT POLICY FOR THE YEAR 2019

Sponsored by:

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

SECTION 1. That the City of Kingston's Investment Policy be renewed for the
year 2019.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of January 2019.

Approved by the Mayor this _____
day of January 2019.

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on January , 2019

City of Kingston

Investment Policy

I. Scope

This investment policy applies to all moneys and other financial resources available for investment by the *City of Kingston* on its own behalf or on behalf of any other entity or individual.

II. Objectives

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

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

III. Delegation of Authority

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

IV. Prudence

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

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

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

V. Diversification

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

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

VI. Internal Controls

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

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

VII. Designation of Depositories

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

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

VIII. Securing Deposits and Investments

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

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

IX. Collateralization and Safekeeping

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

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

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

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

X. Permitted Investments

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

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

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

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

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

XI. Authorized Financial Institutions and Dealers

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

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

XII. Purchase of Investments

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

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

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

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

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

XIII. Courier Service

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

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

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

XIV. Annual Review and Amendments

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

XV. Definitions

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

Appendix A

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

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

(xii) An eligible surety bond, as defined in Section 10 of the GML, payable to the extent of 100% of the Permitted Investment.

(xiii) An eligible letter of credit, as defined in Section 10 of the GML, payable to the extent of 140% of the Permitted Investment.

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

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

RESOLUTION #5 of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR RECEIVING MAYOR'S MESSAGE

Sponsored by:

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

SECTION 1. That the Mayor's Annual Message be received, printed and filed in the
Office of the City Clerk.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
Day of January 2019

Approved by the Mayor this _____
Day of January 2019

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on January , 2019

Resolution 6 of 2019

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
ADOPTING THE MANAGEMENT PERSONNEL MANUEL AS ATTACHED**

Sponsored by: Laws & Rules Committee: Aldermen: Carey, Morell, Scott-Childress
Shaut, O'Reilly

WHEREAS, the City of Kingston is desirous of adopting the Management Personnel Manuel.

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

SECTION 1. That the Common Council adopts the Management Personnel Manuel annexed hereto and made a part hereof.

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this _____ day of _____, 2019

Approved by the Mayor this _____ day of _____, 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019



MANAGEMENT PERSONNEL MANUAL

Mayor Steven T. Noble

Management/Confidential

Department Heads

Administrative/Non-aligned

Mayor

Adopted by Resolution No. _____

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Statement of Principle

The Kingston Common Council recognizes that Employees as covered by this policy statement are valued employees. The Common Council therefore acknowledges that these individuals will not receive less, in terms of salary and benefits, than other employees of the city of Kingston who are covered by a collective bargaining unit. If and when CSEA obtains a new benefit or greater benefit than what is indicated in this handbook, the new and/or greater benefit will be granted forthwith to the Management/Confidential.

This handbook is subject to the New York State Civil Service Law, and the regulations promulgated hereunder, as well as the Rules and Regulations of the Municipal Civil Service Commission of the City of Kingston.

The term of this handbook shall be for the duration of employment pursuant to Civil Service Rules.

Positions covered under this handbook are in accordance with Civil Service Law and the Rules and Regulations of the City of Kingston Civil Service Commission.

Applicability

This policy manual applies to employees of the City of Kingston classified as Management/Confidential and the Mayor (where applicable).

It does not include employees covered by other bargaining units (CSEA, PBA or KPFFA).

The following list of titles are currently considered to be in the Management/Confidential category:

- Assistant Corporation Counsel
- City Assessor¹
- City Clerk
- City Engineer
- City Planner¹
- Confidential Secretary to Corporation Counsel
- Deputy Superintendent of Public Works*
- Director of Building Codes and Zoning Enforcement*
- Director of Communications and Community Engagement
- Director of Cultural Affairs¹
- Director of Health and Wellness¹
- Director of Human Rights¹
- Director of IT*
- Director of KLDC
- Director of Parks & Recreation*
- Executive Director, Economic Development
- Executive Secretary (Civil Service Commission)
- Secretary to Mayor
- Superintendent of Public Works*

Additional titles funded by Council as Management/Confidential or non-aligned will be updated forthwith to this Handbook.

¹FLSA Non-Exempt Employees

*Essential Service Employees

**Mayor - Only applies to sections where indicated.

Holidays

Holidays honored as days off for Management/Confidential employees and the Mayor are:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

If one of the foregoing holidays falls on a Sunday, then the Monday following the holiday will be observed as the holiday. If one of the foregoing holidays falls on a Saturday, then the Friday preceding the holiday will be observed as the holiday.

Overtime/Compensatory Time

In general to accomplish the required tasks of each department, the organization and its individual personnel will provide the necessary and expected response at an appropriate level.

Management/Confidential employees are not eligible for overtime unless designated as FLSA Non-exempt¹.

Management/Confidential employees may flex their schedule over a 4 week period provided their time off does not interfere with the workflow of their department.

FLSA Non-exempt employees are eligible to receive overtime/compensatory time at time and one half for hours worked over 35 or 40 depending on the hours normally worked. Part-time FLSA Non-exempt employees 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 will be limited to a maximum of ninety (90) hours (60 hours x 1.5 = 90) at any given time. Any unused compensatory time will be paid out upon separation of employment. Overtime will be given when budgetary accounts allow for it and as long as the overtime is approved and necessary. When requesting overtime/compensatory time FLSA Non-exempt employees must provide documentation to support the time worked including timecards indicating the time clocked in and out and it must be approved by the Mayor.

Any compensatory time accrued as of December 31, 2018 for Management/Confidential employees will remain in the employee's accruals and shall be used in whole days until it runs out. Upon separation of service with the City any compensatory time remaining in the employee's bank will be paid out to the employee or the beneficiary at the daily rate of pay* at time of separation. In the event of the death of the employee the time will be paid out to the employee's beneficiary.

*See page 7 under Salaries for daily rate formula.

Confidentiality

Confidential information is generally defined as information concerning the property, affairs or government of the city which is obtained as a result of the official duties of such public servant and which is not otherwise available to the public. Examples of confidential information include constituent's personal information such as name, address, phone number, date of birth, health status, immigration status, etc.

Employee shall not remove, transfer or otherwise release from files or computer system, either physically or by an electronic format, materials containing confidential information unless authorized to do so in writing by the Mayor. In addition, the City has a policy of keeping all personnel records, actions, evaluations and financial records strictly confidential. Employees are prohibited from repeating information they learn about another employee in the course of business, including the fact that an evaluation or personnel file is being reviewed. Employees who learn about a personnel action, an evaluation, and an investigation in progress or an equal employment opportunity complaint should respect the privacy rights of fellow employees and keep such information confidential.

Likewise, information obtained and/or discussed during management meetings are intended to be confidential unless disclosure has been authorized by the Mayor.

An employee with questions about whether certain information is confidential should consult with Corporation Counsel to determine how such information should be treated.

Attendance

Basic Workweek

Employees are responsible for performing the duties of their office. The workday is determined by the tasks to be performed and the mission of the department. The normal workweek is 35 hours a week for City Hall and Building Safety on a regular full-time basis. The normal workweek for Department of Public Works and Parks & Recreation are 40 hours on a regular full-time basis. Hours may fluctuate on occasion providing the work is getting done and staffing requirements are met.

Basic Workday

The basic workday for City Hall and Building Safety is 8:30am to 4:30pm Monday through Friday. The basic workday for DPW is 7:00am to 3:00pm Monday through Friday. The basic workday for Parks & Recreation is 8:30am to 4:30pm Monday through Friday.

Management/Confidential employees will generally be required to work the same work schedule worked by employees over whom they exercise authority or those working within the same department. These employees are expected to spend those hours necessary for the successful completion of their assignments.

Work Place

A department's principal place of doing business is generally regarded as work place. Those covered under the handbook are often required to perform their functions outside the standard work place. Departmental tasks may be accomplished outside the office.

Essential Service Employees (as indicated on page 4 of this handbook)

Employees designated as Essential Service Employees expected to work during severe weather conditions and/or handle ongoing technical emergencies will be compensated with additional compensatory/overtime at time and one half for all hours worked during such emergencies. Emergencies must be qualified emergencies such as severe weather, power outages, etc. Premium Pay Earned Form must be submitted to support the additional time worked and approved by the Mayor within fourteen (14) days of the time worked.

Salaries

Management/Confidential employees will be paid on a salary basis. To determine the salary breakdown, the daily rate, hourly rate and hours worked per year must first be determined.

Hours Worked Per Year calculated as follows:

Normal Hours Worked per Week x 52 = **Total Hours Worked Per Year***

Hourly Rate calculated as follows:

Salary / Total Hours Worked Per Year = **Hourly Rate**

Daily Rate calculated as follows:

Normal Hours Worked in a Day x Hourly Rate = **Daily Rate**

*In years with an additional payroll period, salaried employees shall not have their bi-weekly pay reduced.

Increases

If and when CSEA receives salary increases, step increases, Cost of living increases or any other type of wage increase, Management/Confidential employees covered under this handbook, shall receive commensurate increases forthwith.

Additionally, Management/Confidential employees will receive a "Retention Increase" ranging from 0% to 1.5% on January 1st of each year, commencing on January 1, 2020. The Mayor will decide upon each employee's increase based upon his/her overall consideration of the following factors (to the extent information is available):

- Most recent annual evaluation (conducted in July).
- Competitiveness of current compensation package relative to external peers. External peers are defined as positions of similar responsibility at other NYS public government employers (local, county, state, state agency). Consideration will be given to the comparative cost of living differences.

Employees must be employed for at least 18 full calendar months before becoming eligible for a "Retention Increase" (i.e. an employee hired after July 1, 2018 would not be eligible for the "Retention Increase" on January 1, 2020).

Leave Time

Vacation Time

Management/Confidential employees will receive vacation time as follows:

- First day of employment and up to one year, ten (10) working days of vacation.
- Two (2) years up to and including five (5) years of continuous service, twenty (20) working days of vacation.
- Six (6) years up to and including ten (10) years of continuous service, twenty-five (25) working days of vacation.
- Eleven (11) years up to and including fifteen (15) years of continuous service, thirty (30) working days of vacation.
- Sixteen (16) years up to and including twenty-four (24) years of continuous service, thirty-five (35) working days of vacation.
- Twenty-five (25) years and more of continuous service, forty (40) working days of vacation.

Management/Confidential employees may carry over up to twenty (20) vacation days each year and may buy back up to two (2) weeks of vacation each year in the month of November.

Management/Confidential employees will be paid out for all vacation time accrued at the time of the employee's separation of service based on their daily* rate of pay at the time of separation of service (including resignation, termination or retirement). Upon the death of a Management/Confidential employee vacation time will be paid out to the employee's beneficiary or estate.

Time Keeping

Management/Confidential employees must clock in every day upon arrival to their respective work location.

Management/Confidential employees will be required to electronically submit time off requests for approval by the Mayor when they wish to use vacation, sick and/or personal time. In the event the Mayor finds a reason to decline such request, notice of the declination must be given to the Management/Confidential employee within seven (7) days of the electronic request as to not cause the employee to incur expenses from non-refundable deposits.

Management/Confidential employees will record their days worked and deduct any used vacation, sick, and/or personal time on an accrual sheet or an electronic timekeeping system which will be turned in and/or reviewed by the Civil Service Office on a quarterly basis.

Sick Leave

Sick leave credit shall be accumulated after each month of regular and continuous employment at the rate of twelve days per year accumulative to a maximum of 200 days. Sick leave may be used in half or whole days.

At the time of the employee's separation of service (including resignation, termination, retirement or death), Management/Confidential employees or their beneficiary shall be paid at the full daily* rate of pay on the day of separation for the first 165 days accumulated.

Employees will be paid 25% of their daily* rate at time of separation for any time in excess of 165 days up to the maximum of 200 days.

Extended Sick Leave

Only after all regular sick leave, vacation, personal and compensatory 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 year accumulative to one hundred thirty (130) days. This extended sick leave shall be paid at the rate of one-half day's pay and only for illnesses exceeding ten (10) days in length. Management/Confidential employees will not earn additional sick days while utilizing extended sick leave.

Personal Leave

Management/Confidential employees will receive three (3) personal days each year which can be taken in half or whole days. Personal days do not get carried over if not used and are not paid out upon separation of employment or upon death of the employee.

Jury Duty

Management/Confidential employees shall be entitled to Jury Leave in accordance with the Employee Handbook.

Military Leave

In accordance with Section 242 of the Military Law, employees serving as members of the organized militia or any reserved force or reserve component of the Armed Forces of the United States are entitled to paid military leave in conjunction with such service not to exceed thirty days per calendar year. Management/Confidential employees who wish to use said military leave must notify the Mayor and the Civil Service Office of their intentions.

Bereavement Leave

Management/Confidential employees shall be granted three (3) days with pay when there is a death in the immediate family: father, mother, brother, sister, husband, wife, Children, in-laws, grandparents and grandchildren, foster children, foster parents, stepchildren and stepparents. For the death of a parent, spouse, child, and stepchild, an additional two (2) days of bereavement will be granted for a total of five (5) days.

Professional/Educational Leave

The Mayor may grant a leave of absence without pay of not more than one year at a time to a Management/Confidential employee for job related educational purposes. Said employee will not lose previously earned salary or fringe benefits when returning from such leave.

The employee should submit their request in writing to the Mayor along with the program, learning institution's name, as well as a statement which clearly shows how the educational program is related and how it will improve the employee's performance.

Other Leave of Absence Without Pay

The Mayor may grant a leave of absence without pay for reasons aside from educational and military. The decision to grant such leaves will rest with the recommendation of the Mayor. The maximum duration of such leave will be limited to one year.

Other Employee Benefits

Pensions

Full-time Management/Confidential employees and the Mayor shall be covered by the New York State Employee's Retirement System under Section 75i. Part time employees have the option of enrolling in the New York State Employee's Retirement System.

Health Insurance

Current full-time Management/Confidential employees and the Mayor may choose between NYSHIP (New York State Health Insurance Plan) or MVP HMO. Current Management/Confidential employees and the Mayor will contribute 10% of the premium with the following cap:

NYSHIP/MVP HMO			
	2018	2019	2020
Single	\$1,100.00	\$1,250.00	\$1,400.00
Family	\$1,100.00	\$1,350.00	\$1,500.00

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

MVP EPO (High Deductible Plan)		
	2019	2020
Single	\$1,000.00	\$1,000.00
Family	\$1,000.00	\$1,200.00

New full-time Management/Confidential employees hired after the adoption of this handbook shall contribute \$750 above the amounts indicated above.

The City shall provide for an optional buy out of health insurance coverage for full-time employees covered in this handbook. The buyout of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the City on the Request to Decline and Waive Health Insurance Coverage form, attached hereto as Appendix "A" and made a part of this Agreement, that he/she is selecting to decline and waive the health insurance coverage provided by the City, for which the employee is eligible and entitled to receive pursuant to this Agreement.

An employee who declines and waives health insurance coverage as provided above, shall be compensated three thousand dollars (\$3,000) annually, to be paid in equal amounts on the first (1st) pay-period of the new year and the first (1st) pay-period of each quarter following.

An eligible employee covered under this handbook who elects to receive the buyout fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the City, be required to provide written notice to the City that he/she is covered

by health insurance under a different plan. An employee who has elected to receive the buyout fee is required to provide written notice to the City on the Request to Resume Health Insurance Coverage Form, attached hereto as Appendix "C" and made a part of this Agreement, that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the City. The effective date of the employee's re-establishment of health insurance coverage by the city shall be at the earliest possible date as provided by the plan. The City shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the City.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The City shall provide the forms to the employee that are attached hereto as Appendices "A" and "B" and made a part of this Agreement.

If both spouses are employees of the City, only one may choose the insurance buyout. If they do not want the buyout, they will be entitled to either one (1) family coverage plan or two (2) single coverage plans.

The City currently offers NYSHIP and MVP as options for all full-time employees. The City may elect another insurance plan to replace these plans as its primary plan provided the level of benefits are substantially equivalent or better than levels of the Empire Plan benefits, (e.g., prescription drug (Rx) co-pays, provider network, provider co-pays, such as doctor's office visits).

Dental and Vision Insurance

All full-time employees shall be entitled to the Guardian Dental Plan in accordance with the CSEA contract for themselves and their eligible dependents which will be provided by the Employer at no cost to the employee. Coverage takes effect on the first day of employment.

Disability Insurance

The City shall provide Disability Insurance for all Management/Confidential employees.

When a Management/Confidential employee is disabled and out of work, such employee shall be allowed to use disability benefits to reduce the amount of sick leave used, or disability benefits separately, without loss of sick time. The options used any or all of the above shall be at the discretion of the employee in order of desire. In an instance where an employee wants to diminish the loss of sick leave, such employee shall turn over to the employer, the weekly disability check and in return, the employer shall credit the employee weekly with the portion of the sick leave used in each week which is paid for by the employee's disability check.

Retiree Health Insurance

Management/Confidential employees as well as the Mayor will qualify for retirement health insurance after working 10 consecutive full-time years with the City of Kingston (including time worked as non-management/confidential employee) at a rate of 100% for the retiree. All employees covered under this policy must retire into the New York State Retirement Plan upon separation from City employment in order to qualify for retiree health insurance.

Management/Confidential employees wishing to continue family coverage may use their sick leave accruals to pay their family share of health insurance by requesting to have their payout held in an

escrow account to be applied to their dependent health insurance coverage until it has run out. The family share portion (50%) is calculated by subtracting out the Single rate from the Family rate and dividing by 2.

If the employee opts against the escrow account, payments for dependent coverage will be made to the Civil Service Office until such time that pension deductions take effect.

Longevity

Management/Confidential employees shall receive a longevity payment for each full year worked after their fifth consecutive year which shall be paid in a lump sum upon their anniversary date. Longevity payments will increase as indicated below:

Period of Employment	Longevity Amount
Upon completion of 5 years	\$900.00
Upon completion of 10 years	\$1,350.00
Upon completion of 15 years	\$1,800.00
Upon completion of 20 years	\$2,250.00
Upon completion of 25 years	\$2,700.00
Upon completion of 30 years	\$3,150.00

Payroll

Payroll is submitted on a bi-weekly basis. Depending on the location where you work there may or may not be a lag in pay. Payroll is due to the Comptroller's Office no later than 9:00am on the Monday morning the week of the payday. However, the due date for payroll may be temporarily modified by the Comptroller's Office to allow for adequate processing time due to holidays, staffing availability, or other reasons. Management/Confidential employees are responsible for submitting their own payroll as well as their employees if applicable. A blank payroll sheet can be found on the shared server under "forms and policies".

Travel Policy/Reimbursement

Upon proper authorization, Management/Confidential employees and the Mayor will be reimbursed for expenses associated with carrying out City business, including, but not limited to, meals, lodging, mileage, parking, highway tolls, and training and membership fees. The Comptroller reserves the right to reject reimbursement requests that are deemed unreasonable or inappropriate. A voucher with all required documentation and corresponding receipts must be submitted to the Comptroller's Office in order for the reimbursement to be processed.

Meal reimbursement - Meal reimbursement will be in accordance with the "CONUS Rates".

Mileage - An employee who is directed to use the employee's own vehicle to conduct City business will be reimbursed at the allowable mileage rate established Internal Revenue Service ("IRS rate"), or as set forth in an applicable collective bargaining agreement, as the case may be.

Vehicle Usage - All vehicles and related equipment of the City of Kingston are owned and maintained for the purpose of conducting official business of the City. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

Standards – For the purpose of compliance with this policy, the following standards must be met at all times:

- City vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department to which it is assigned
- City vehicles must be assigned to specific City officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-City related business
- City vehicles must always be operated in a safe and responsible manner and in compliance with all applicable motor vehicle and traffic laws in effect. Employees are responsible for any driving infractions or fines that result from their operation of City vehicles, and must report them to the Mayor. The City is responsible and will pay for any fines which would typically be levied against the owner of the vehicle
- Any accident involving a City vehicle, regardless of severity, must be reported immediately to the Mayor and Corporation Counsel. The employee must immediately report the accident to the Safety Officer. The Safety Officer will investigate the accident and file all required reports to the appropriate agencies and departments
- The use of a cell phone when driving on City business must be compliant with all applicable laws and/or regulations
- City vehicles may not be used to transport persons who are not officials or employees of the City of Kingston, nor material not related to the conduct of official City business, without direct authorization by the Mayor
- City vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation; and all keys maintained under controlled and authorized jurisdiction of the appropriate Management/Confidential employee

No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on City vehicles at any time, except those of a limited community service nature which have been authorized by the Common Council.

An employee who is required to drive either a City-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the City, must possess at the time of appointment, and must maintain throughout employment, a valid New York State driver's license. Proof of such license must be on file with the City. If a personal vehicle is used to conduct business on behalf of the City, the employee is responsible for ensuring liability insurance coverage meeting NYS requirements is appropriately maintained.

Tuition Reimbursement

Upon proper authorization, Management/Confidential employees will be reimbursed for professional licenses and/or training courses that are directly related to the employee's present job.

Miscellaneous Provisions

Release of Employee Information

Management/Confidential employees are responsible for all information released by their department. Corporation Counsel should be consulted prior to releasing any such information that pertains to personnel matters.

Standards of Conduct

Management/Confidential employees and the Mayor are expected to serve and protect the City's legality. They should comply with all environmental, safety and fair dealing laws.

Management/Confidential employees are to be ethical and responsible when dealing with the City's finances, products, partnerships and public image.

Management/Confidential employees should respect their colleagues. Discriminatory behavior, harassment or victimization will not be tolerated. Employees should conform with the City's equal opportunity policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations.

Management/Confidential employees should fulfill their job duties with integrity and respect toward the employees, public and the community. Management/Confidential employees should not abuse their authority. Management/Confidential employees are expected to delegate duties to their team members taking into account their competences and workload.

Management/Confidential employees must be open for communication with their colleagues, employees and the general public.

Equal Employment Opportunity Policy

It is the policy of the City of Kingston to afford equal opportunity in employment without regard to age, race, religion, color, national origin, sex, disability, marital status, sexual orientation and other non-merit factors in compliance with State and Federal Law.

Management/Confidential employees are responsible for implementation of this policy in performance of their duties.

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, 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.

Near Relatives Policy

Definition of "Near Relatives"

"Near relatives", for the purpose of this policy, are defined as:

Employee's spouse or ex-spouse
Parents or Step-parents
Siblings or Step-siblings
Aunts or Uncles

Children or step-children
Grandchildren or Step-grandchildren
First Cousins
Nieces or Nephews

Near relatives also include like relations of the employee's spouse.

This definition shall cover any person related to the employee by birth, adoption or marriage.

The City permits members of the same family to work at the City. However, the City will not authorize an appointment, new hire, or promotion, where employment would result in a direct supervisor/subordinate relationship between near relatives.

Any person elected or appointed to public office, or serving as a Management/Confidential employee shall not give employment as a deputy, assistant, clerk or other class of departmental employee to any near relative or to an unrelated individual sharing a spousal relationship with an employee.

Specific to the supervisory relationship the following guidelines will govern these situations:

1. Near relatives or unrelated persons sharing a spousal relationship shall not work in the same department when there is a direct supervisory relationship between them or if the employee is in the near relative's or unrelated person sharing a spousal relationship's chain of command.
2. No employee will be permitted to participate in the hiring of, recommend the hiring of or hire a near relative.
3. One near relative may not directly supervise another near relative or work in a position which has an audit or control function over the relative.
4. Near relatives will not be involved in evaluating each other's job performance or in making recommendations for salary adjustments, promotions or other decisions.

Marriage

When two existing employees marry, and a determination has been made that a potential for adverse impact exists the Supervisor- in conjunction with Civil Service - shall make reasonable efforts to minimize problems of supervision, or safety, security or morale through reassignment of duties, relocation or transfer.

Pre-Existing Family Relationships

Any pre-existing family relationships (near relatives) that predate this Policy shall be exempt under this Policy. However, if the existing employment relationship is changed so that this conflict no longer exists, i.e., the near relative is in a position that no longer directly reports to the near relative supervisor; this policy will apply for future employment decisions, i.e. the near relative's supervisor then could no longer reemploy the relative in a directly subordinate position.

Civil Service Law

In the event of a conflict between the New York State Civil Service Law and this policy, Civil Service Law will govern.

Code of Ethics

Management/Confidential employees are expected to read the current Code of Ethics policy and follow the procedures for abiding by this policy at all times.

Financial Statements are due no later than February 15th of each year for those titles listed in the Code of Ethics policy.

EXHIBIT A

MANAGEMENT
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____

Name of organization or Employer

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form "Request to Resume Health Insurance Coverage" to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the City as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of the Management/Confidential Employee Handbook detailing this area between the City and Management.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance coverage provided by the City in accordance with the requirements of the City's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the City's health insurance carrier. Upon resumption of my health insurance coverage through the City, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the Management/Confidential Employee Handbook by and between the City and Management/Confidential Employees.

Employee Signature _____ Print Name _____

Date: _____

City of Kingston Benefits Administration _____

Print Name _____

Date: _____

APPENDIX B

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish City provided health insurance which I had previously received from the City. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the City's health insurance carrier.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be termination upon re-establishment of City provided health insurance coverage and in accordance with the applicable terms of this Agreement.

Employee Signature _____

Print Name _____

Date: _____

Accepted For The City of Kingston:

City of Kingston Benefits Administrator: _____

Print Name _____

Date: _____

THE CITY OF KINGSTON COMMON COUNCIL

(2)

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE <u>12/19/18</u>
Description _____	
Resolution to adopt the Management Personnel Manual as per the attached.	
Signature _____	

Motion by R S-CK

Seconded by JM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

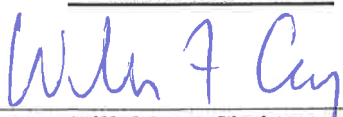
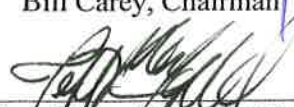
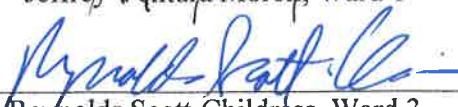
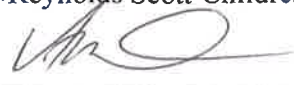
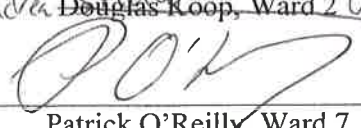
Unlisted Action _____

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 Ward 9		✓	
 Patrick O'Reilly, Ward 7		✓	

Resolution 7 of 2019

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2019 WASTE WATER
TREATMENT PLANT BUDGET**

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

WHEREAS, the Waste Water Treatment Plant Department needs to transfer moneys from
electricity to comp time; 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 following sums be transferred as follows:

From:	G1-8130-14-5422	Electricity	3,178.82
To:	G1-8130-11-5108	Comp Time	3,178.82

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this _____	Approved by the Mayor this _____
Of _____, 2019.	Of _____, 2019.

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

Res 7 2019 WWTP Transfer

FROM:

G1-8130-14-5422

TO:

3178.82

G1-8130-11-5108

3178.82

7

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Waste Water Treatment DATE 12/12/18

Description: Transfer \$3,178.62 from Electricity (422)
to Comp Time Payment (108)

Estimated Financial Impact 0- Signature Allen Winkler (DHE)

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
Douglas Koop, Chairman <i>DKoop</i>	☒	☐
Reynolds Scott-Childress Ward 3 <i>Reynolds Scott-Childress</i>	☒	☐
Anthony Davis, Ward 6 Jeffrey Ventum Morel, Ward 1 <i>Anthony Davis</i>	☒	☐
Patrick O'Reilly, Ward 7 <i>Patrick O'Reilly</i>	☒	☐
Steven Schabot, Ward 8 <i>Steven Schabot</i>	☒	☐

RESOLUTION 8 of 2019

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK ADDING A LOADING ZONE ON JOHN ST. AND N FRONT ST. AND SHORTEN THE CURRENT LOADING ZONE ON FAIR ST.

Sponsored By: Public Safety/General Government
Aldermen Schabot, Ventura Morell, Scott-Childress, Worthington,
Carey

WHEREAS, in the interest of safety and the needs of the residents, traffic on the streets must be regulated;

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF KINGSTON DOES ORDAIN AND ENACT THE FOLLOWING:

Section 1: ARTICLE XIII, SCHEDULE XX, SECTION 390-103 "LOADING ZONES" is hereby amended by ADDING the following:

Add a loading zone on John St. at the corner of Wall and Fair St. adjacent to 301 Wall St.

- a. Removal of two parking meters; three parking spaces, approximately 70' in length
- b. Add a small loading zone on N Front St. between Wall St. and Fair St.
- c. Shorten the current loading zone on Fair St. off of N Front St.

Section 2: All loading zones would be delineated by pavement markings indicating loading zone. These pavement markings will make it easier for delivery trucks to locate legal loading zones in addition to highlighting illegally parked vehicles for ticketing

Section 3: All ordinances and parts thereof, inconsistent here with are hereby repealed.

Section 4: This ordinance shall take effect immediately after passage, approval and publication as provided by law.

Submitted to the Mayor this _____
day of _____, 2019

Approved by the Mayor this ____
day of _____, 2019

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council _____, 2019

Loading Zones

∞

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

Diane Bergquist, Safety Officer



Steven T. Noble, Mayor

December 18, 2018

City of Kingston, DPW
25 E O'Reilly St.
Kingston, NY 12401

Re: Uptown business district loading zone review

1. Add a loading zone on John St. at the corner of Wall St. adjacent to 301 Wall St.
 - a. Removal of two parking meters; three parking spaces.
 - b. Approximately 70' in length would easily accommodate delivery truck and at least one car for hotel valet service at the same time.
2. Add a small loading zone on N Front St. between Wall and Fair St. closer to Wall St.
 - a. This might help with deliveries at that end of Wall St. and the N Front businesses hopefully easing double parked trucks on Wall and N Front.
3. Shorten the current loading zone on Fair St. off of N Front St.
 - a. Possibly relocate one or two metered parking from John St. to Fair St.

All loading zones would be delineated by pavement markings indicating loading zone. These pavement markings will make it easier for delivery trucks to locate legal loading zones in addition to highlighting illegally parked vehicles for ticketing.

Further evaluation is needed for possibly adding another loading zone on N Front St. down toward Washington Ave. Also, to look for other locations to relocate any meters removed to accommodate need loading zones proposed.

RESOLUTION 9 OF 2019

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC
ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK,
AMENDING NO PARKING ON SNYDER AVENUE

Sponsored By: Public Safety/General Government Committee
Aldermen: Schabot, Morell, Scott-Childress, Worthington, Carey

WHEREAS, in the interest of safety and the needs of the residents, traffic and parking must be regulated;

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF KINGSTON DOES ORDAIN AND ENACT THE FOLLOWING:

Section 1: ARTICLE XIII, SCHEDULE XIV, SECTION 390-97, 'NO PARKING OR STANDING AT ANY TIME' is hereby amended by ADDING as follows:

No Parking between signs at 30 Snyder Ave Between the hours of 7:00am and 3:00 pm Monday thru Friday.

a. Two no parking signs to be spaced 50' apart.

Section 2: All ordinances and parts thereof, inconsistent herewith are hereby repealed.

Section 3: This ordinance shall take effect immediately after passage, approval and publication as provided by law.

Submitted to the Mayor this _____

day of _____ 2019

Approved by the Mayor this _____

day of _____ 2019

ELISA TINTI, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on

NoParking

33 Snyder Ave.

Bergquist, Diane <dbergquist@kingston-ny.gov>

Fri 11/16/2018 5:49 AM

To: Morell, Jeffrey <ward1@kingston-ny.gov>;

Cc: Coon, Ryan <rcoon@kingston-ny.gov>;

Alderman Morell,

Mr. Raskoskie who lives at 33 Snyder Ave. is having a problem with our refuse and recycling trucks accessing Apple St. for pickup. They are forced to sometimes drive over his and his neighbors sidewalk at the corners of Apple St. because of the turning radius of our trucks. Unfortunately, the problem is caused by parking directly across from the intersection of Apple St.

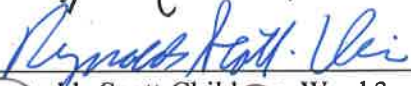
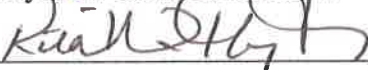
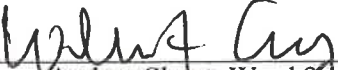
When some of the residents park directly across of the Apple St. it makes it impossible for our trucks to back into Apple St. without having to cross over either corner and sidewalk. The only viable solutions I see to remedy the problem is to place no parking signs in front of 30 Snyder Ave. 25' in either directions from the center of Apple St.

If we can't resolve the issue with No Parking signs it may require us to have all the residents on Apple St. bring their refuse and recycling out to Snyder Ave. to prevent further damage to Mr. Raskoskie's property and the adjacent neighbor to the left of Apple St.

Please let me know if you can help with our dilemma and Mr. Rakowski's

Diane Bergquist
Safety Officer
(845)481-7307
(845)331-0295 Fax
(845)224-6070 Cell

9

<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 Shatt, Ward 9	✓	
Bill Carey 5		

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR ADDING WATER DEPARTMENT WATER AND SEWER CHARGES TO THE 2019 TAX BILLS

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

WHEREAS, the Water Department has a list of unpaid water and sewer charges for various properties within the City of Kingston during the year 2018; and

WHEREAS, the Water Department has billed these property owners and notified them that the charges would be added to the 2019 General Taxes if not paid, per the Code of the City of Kingston.

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

SECTION 1. That the attached charges totaling \$937,388.52 be added to the 2019 Property Tax Bill as per the attached.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day of _____, 2019

Approved by the Mayor this _____ day of _____, 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

F.E.D



KINGSTON WATER DEPARTMENT
PO BOX 1537, CITY OF KINGSTON, NY 12402

November 20, 2018

City of Kingston Common Council
420 Broadway
Kingston, NY 12401

Honorable Members of the Common Council:

Pursuant to the Charter of the City of Kingston, New York, Chapter 16-5 and
Section 395-29 of the Administrative Code of the City of Kingston, NY:

C16-5:

Water charges shall be a lien upon real estate until paid. Annually, before December 1, the Board of Water Commissioners shall transmit a statement to the Common Council of water charges in arrears for more than three months, with a description of the affected property. The Common Council, upon receipt of the statement, shall cause such unpaid charges, with 6% thereon, to be levied in addition to the general city tax at the time of the next levy, and such charges may be enforced in the same manner as provided in the City Charter for the collection of property taxes. Unpaid water charges remaining unpaid for a prescribed period of time subject the affected property to tax foreclosure. The Comptroller will pay the Water Commissioners for unpaid water charges on or before June 10 in each year.

§395-29:

In the event that water rents are in arrears for more than three months, the water rents and interest and charges thereon shall become a lien upon the real estate against which the water rents shall have been laid, levied or charged.

A copy of the unpaid water and sewer charges that are to be re-levied on the 2019 general tax bills is attached.

Respectfully submitted,

Judith A. Hansen,
Superintendent

Cc: John Tuey, Comptroller



KINGSTON WATER DEPARTMENT
PO BOX 1537, CITY OF KINGSTON, NY 12402

THE FOLLOWING IS A LIST OF ALL **UN-PAID** WATER CHARGES DUE THE

KINGSTON WATER DEPARTMENT AS OF:

November 20, 2018

WHICH WILL BE RELEVIED ONTO THE

2019 GENERAL TAX BILLS:

WATER	AMOUNT	PENALTY	TOTAL
	\$348,007.21	\$35,767.30	\$ 383,774.51
TOTALS	\$348,007.21	\$35,767.30	\$ 383,774.51

PLEASE NOTE:

50% SEWER USAGE FEE PENALTY
DUE FROM COMPTROLLER:

\$23,165.88

TOTAL AMOUNT DUE KINGSTON WATER DEPARTMENT FROM COMPTROLLER'S OFFICE:	\$ 406,940.39
--	----------------------

SEWER TOTALS RELEVIED ONTO THE

2018 GENERAL TAX BILLS:

SEWER	AMOUNT	50% SEWER FEE	8% ADMIN FEE	TOTAL
	\$454,218.44	\$23,165.87	\$53,063.82	\$530,448.13
TOTALS	\$454,218.44	\$23,165.87	\$53,063.82	\$ 530,448.13

TOTAL SEWER:

\$ 530,448.13

GRAND TOTAL SEWER & WATER

\$ 937,388.52

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION ✓
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Comptroller DATE 12/12/18

Description: Request authorization to relevy unpaid water
& Sewer charges totaling \$937,388.52 onto the 2019
City of Kingston property tax bills, per attached
letter 11/20/18 from Judith Hearn

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: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman <u>[Signature]</u>	☒	☐
Reynolds Scott-Childress Ward 3 <u>[Signature]</u>	☒	☐
Anthony Davis, Ward 6 <u>[Signature]</u>	☒	☐
Jeffrey Ventron, Ward 1 <u>[Signature]</u>	☒	☐
Patrick O'Reilly, Ward 7 <u>[Signature]</u>	☒	☐
Steven Schabot, Ward 8 <u>[Signature]</u>	☒	☐

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REFERRING A REQUEST FOR A ZONING CHANGE AT 537 BROADWAY, TAX MAP NO. 56.25-5-100, TO THE CITY OF KINGSTON PLANNING BOARD, THE ULSTER COUNTY PLANNING BOARD AND SCHEDULING A PUBLIC HEARING REGARDING THE REQUESTED CHANGE RECOMMENDING A NEGATIVE DECLARATION OF ENVIRONMENTAL SIGNIFICANCE

Sponsored By: Laws and Rules Committee: Aldermen: Carey, Morell, Scott-Childress, Koop, O'Reilly

WHEREAS, a request has been made for a zoning change for 537 Broadway from M-1 (Light Commercial) to C-2 (Central Commercial); and

WHEREAS, that said matter should be referred to the City of Kingston Planning Board and the Ulster County Planning Board; and

WHEREAS, a public hearing needs to be scheduled in this matter; and

WHEREAS, each zoning amendment must undergo a determination of environmental significance in accordance with the State Environmental Quality Review Act.

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

SECTION-1. That the re-zoning of 537 Broadway, Tax Map No. 56.25-5-100 be referred to the City of Kingston Planning Board and the Ulster County Planning Board for determination and a public hearing scheduled at the January meeting of the Laws & Rules Committee.

SECTION-2. That a negative declaration of environmental significance is recommended.

SECTION-3. This resolution shall take effect immediately.

Submitted to the Mayor this _____ day of _____, 2019

Approved by the Mayor this _____ day of _____, 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE _____
Description _____	
Resolution to refer the annexed petition for a rezoning of a parcel of land at 537 Broadway, Section 56.25 B5 W1100 to the City of Kingston Planning Board, The Ulster County Planning Board pursuant to 405.73 Sub A+C + scheduling a public hearing pursuant to 405.74 for the January meeting of the Laws & Rules Committee	
Signature _____	

Motion by RS-C

Seconded by PO

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

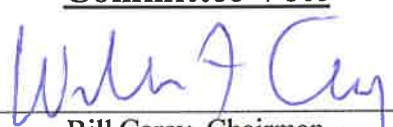
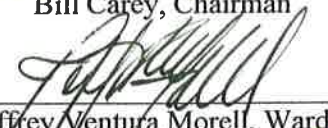
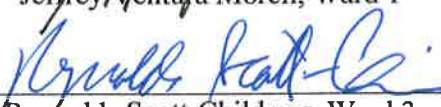
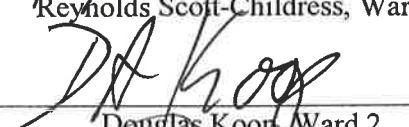
Unlisted Action _____

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		✓	

**Office of the City Clerk
City of Kingston
City Hall - Kingston, New York 12401
845-331-0080**

KINGSTON ZONING AMENDMENT APPLICATIONS

ZONING AMENDMENT: Is a legislative act, carried out by the Common Council, which amends (adds/deletes/modifies) either the text of the written Ordinance, or changes property zoning classification on the map (rezoning). Rezoning must be in furtherance of a communities planning objectives (land use plan). If a property is rezoned, it changes the district regulations which are applied, allowing any use permitted and bulk requirements to be constructed.

A complete application is considered to be:

- Application form completed, and dated.
- Completed and signed SEQRA form (Part I only).
- Non-refundable \$50.00 application fee (Checks payable to City Comptroller).
- Minimum - five (5) copies of any attachments and supporting data.

DEADLINE FOR SUBMISSIONS: All petitions for zoning amendments must be submitted *to the City Clerk's Office at City Hall, no later than 4:00 p.m. on the Friday* before the Common Council meeting date.

Office of the City Clerk
City of Kingston
City Hall - Kingston, New York 12401
845-331-0080

RECEIVED:
RECEIVED BY DS
DATE 1/2/19
TIME 3:50 PM

ZONING AMENDMENT APPLICATION

Check one that applies:

- ☒ AMENDMENT OF ZONING MAP (REZONING)
☐ AMENDMENT OF ZONING ORDINANCE TEXT

1. Location and description of property (Street address, size, dimension, ward, tax parcel number):

537 Broadway
Section 56.25 Block 5 Lot 1.100

2. Name/Mailing Address/Phone # of Applicant(s):

Kurt Fuxjager 845-750-0647
PO Box 23
W. Hurley NY 12491

3. Name/Mailing Address/Phone # of Owner(s):

Michael Ferraro 845 389-1895
537 Broadway
Kingston NY 12401

4. If rezoning, state current and proposed zoning classification:

Current M-1 Proposed C-2

5. If text amendment, cite specific section(s) of Ordinance affected by request:

~~Current M-1 Proposed C-2~~

6. Provide detailed reason for request (Attach additional sheets as required): _____

The Kingston Model Railroad club would like to purchase the building it currently leases from Ulster uniform, and the land it occupies. Re-zoning to C-2 would allow the subdivision and would be consistant with current use and adjacent properties

7. Attach supporting documents as necessary, i.e.- maps, photographs, financial information, traffic, drainage data, petitions, condition reports, etc...

Michael Ferraro (OWNER)	Ulster Uniform	12-5-18
PRINT NAME, TITLE	SIGNATURE	DATE
Kurt Foxjager VP-KMRC	Kurt Foxjager	12/26/18
PRINT NAME, TITLE	SIGNATURE	DATE

FOR OFFICE USE ONLY

Date Received: _____	Referrals to HLPC: _____
Application Fee: _____	SEQRA: _____
Intro to KCC: _____	Referral to UCPB: _____
Referral to L&R: _____	Public Notice: _____
Referral to KPB: _____	Public Hearing: _____
FINAL DECISION/DATE/RESOLUTION #:	_____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information							
Name of Action or Project: Proposed Subdivision of Lands of the Eleven Main Group, LLC							
Project Location (describe, and attach a location map): 537 Broadway							
Brief Description of Proposed Action: Subdivision of lands The Eleven Main Group, LLC where Proposed Lot 1B will have 0.294 Acres and the remaining area of Lot 1A will be comprised of 2.048 acres. This subdivision is commercial in nature and aims to convey Lot 1B to the Model rail club presently occupying the building on said lot.							
Name of Applicant or Sponsor: The Eleven Main Group, LLC (Michael Ferraro)		Telephone: (845) 338-2717 E-Mail:					
Address: 537 Broadway							
City/PO: Kingston		State: New York	Zip Code: 12401				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">NO</th> <th style="width: 50%; text-align: center;">YES</th> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: City of Kingston Zoning Board Appeals and City of Kingston Planning Board			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">NO</th> <th style="width: 50%; text-align: center;">YES</th> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3.a. Total acreage of the site of the proposed action? 2.342 acres b. Total acreage to be physically disturbed? 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.342 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland							

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18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	☒	☒ ← 7
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Kurt Futzjager <u>Futzjager</u>		Date: 9/26/18 <u>12/26/18</u>
Signature: <u>Kurt Futzjager</u>		